



Private Bag X136, Pretoria, 0001 or 124 Church Street, Poyntons Building West Block, Pretoria, 0001
 Tel (012) 305 8268, Fax (012) 323 5621, jacob.sibanyoni@dcs.gov.za

Ref : 6/1/3/4
 Eng : J Sibanyoni

The Manager

.....

Dear Sir

BID HO 6/2021: SUPPLY AND DELIVERY OF SECURITY EQUIPMENT AT WITBANK MASS STORE: DEPARTMENT OF CORRECTIONAL SERVICES

The Department of Correctional Services requires the item(s)/service(s) as described per attached bid invitation.

You are requested to complete the bid documents and submit it to the address indicated in the SBD 1.

Bidders must take note of the following:

○ The closing date of the bid will be at **11h00 am on 31 January 2022** and will be valid for a period of **hundred and twenty (120) days** after the closing date.

○ Bids must be submitted in a sealed envelope. The name and address of the bidder, the bid number and closing date must be indicated on the envelope. The envelope must not contain documents relating to any other bid.

○ It is the responsibility of bidders to ensure that bids reach the address indicated on the SBD 1 before the closing date and time. **No late bids will be accepted.**

○ Bidders need to acquaint themselves with the contents of the attached General and Special Conditions of Contract.

○ It is the responsibility of bidders to ensure that they are registered on the National Treasury Central Supplier Database (CSD).

○ A Compliance Checklist (BD 26) is provided in the bid document that will assist bidders to adhere to the conditions specified in the bid.

The following documentation must be submitted with your bid:

○ Valid and original/certified copy of B-BBEE Certificate; or

For Acting National Commissioner: Correctional Services
DD: Tender Management
E.L. Motoma
Date: 2011/2/14



Yours faithfully

It will be expected of the successful bidder to sign a formal contract at this office after being notified of the acceptance of his/her bid.

- Sworn affidavit for B-BBEE Exempted Micro Enterprise/ B-BBEE Qualifying Small Enterprise; and

**BID HO 6/2021: SUPPLY AND DELIVERY OF SECURITY EQUIPMENT
AT WITBANK MASS STORE: DEPARTMENT OF CORRECTIONAL
SERVICES**

INDEX

DOCUMENTS	DESCRIPTION	PAGES
BD 2.1	BID INVITATION LETTER	2
SBD 1	INVITATION TO BID	3
GCC	GENERAL CONDITION OF CONTRACT	14
BD 4.1	SPECIAL CONDITIONS OF CONTRACT	15
SBD 3.1	PRICING SCHEDULE-	9
SPECIFICATION	SPECIFICATION	37
SBD 6.2	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	4
LOCAL CONTENT DECLARATIONS	ANNEXURE C, D AND E	3
BD 27	CONFIRMATION OF SUPPLY ARRANGEMENT	3
SBD 4	DECLARATION OF INTEREST	4
SBD 6.1	PREFERENCE POINTS CLAIM FORM	5
SBD 8	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	2
SBD 9	CERTIFICATE OF INDEPENDENT BID DETERMINATION	3
BD 26.6	CHECKLIST: COMPILATION OF BID DOCUMENTS FOR THE SUPPLY OF SECURITY EQUIPMENT	2

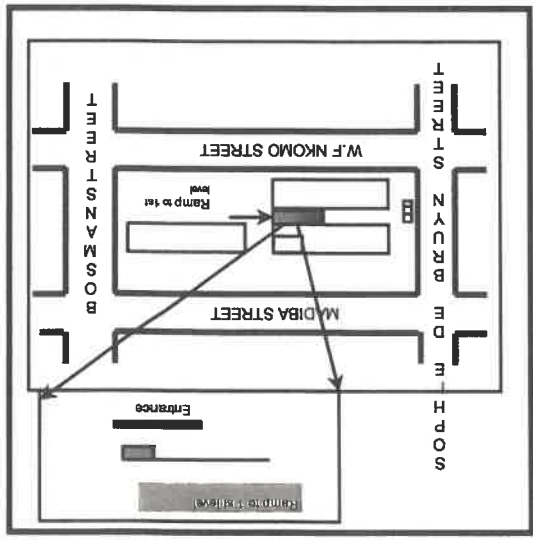


**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)				
BID NUMBER:	HO 6/2021	CLOSING DATE:	31 January 2022	CLOSING TIME:
				11:00 AM

DESCRIPTION	SUPPLY AND DELIVERY OF SECURITY EQUIPMENT AT WITBANK MASS STORE: DEPARTMENT OF CORRECTIONAL SERVICES
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BID RESPONSE DOCUMENTS MAY BE POSTED TO: THE NATIONAL COMMISSIONER DEPARTMENT OF CORRECTIONAL SERVICES PRIVATE BAG X136 PRETORIA 0001	
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT: POYNONS-BUILDING WEST BLOCK 124 W.F. NKOMO STREET (C/O SOPHIE DE BRUYN AND W.F. NKOMO STREET) PRETORIA 0002	



BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT/ PUBLIC ENTITY	Correctional Services	CONTACT PERSON	Ms. V Mbatha
CONTACT PERSON	Jacob Sibanyoni	TELEPHONE NUMBER	Tel: 012 305 8313
TELEPHONE NUMBER	012 305 8268	FACSIMILE NUMBER	Fax:
FACSIMILE NUMBER		E-MAIL ADDRESS	Vhumatshelo.Ralikhwatha@dcs.gov.za
E-MAIL ADDRESS	Jacob.Sibanyoni@dcs.gov.za		

SUPPLIER INFORMATION

NAME OF BIDDER	
POSTAL ADDRESS	
STREET ADDRESS	
TELEPHONE NUMBER	CODE NUMBER
CELLPHONE NUMBER	
FACSIMILE NUMBER	CODE NUMBER
E-MAIL ADDRESS	
VAT REGISTRATION NUMBER	
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:
	OR
	CENTRAL SUPPLIER DATABASE No:
B-BBEE STATUS LEVEL	[Tick applicable box] Yes <input type="checkbox"/> No <input type="checkbox"/>
VERIFICATION CERTIFICATE	[Tick applicable box] Yes <input type="checkbox"/> No <input type="checkbox"/>

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



SBD1

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART QUESTIONNAIRE BELOW]
---	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
 YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?
 YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
 YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
 YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
 YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW, IF THE ANSWER



**PART B
TERMS AND CONDITIONS FOR BIDDING**

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:.....

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

DATE:

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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

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 bid 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 Amendment 1 of 2010

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 bid 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 bid 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 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 bid 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 bid 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 bid 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 bid 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.

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design

6. Patent rights

- rights arising from use of the goods or any part thereof by the purchaser.
- 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 bid 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.
- 8.1 All pre-bid 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 bid 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. Inspections, tests and analyses

7. Performance security

- 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.
- Falling 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.
- 9.1 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.
- 10.1 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
- 13.1 The supplier may be required to provide any or all of the

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

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. Warranty

(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.

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:

14. Spare parts

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.

- (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; 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.

following services, including additional services, if any, specified in SCC:

services

- 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.
- 16.1 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.
- 17.1 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.
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19.1 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.
- 20.1 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.

17. Prices

18. Contract amendments

19. Assignment

20. Subcontracts

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:

23. Termination for default

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.

22. Penalties

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

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.

21.4 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.

21.3 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.

21.2 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.

21.1 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. Delays in the supplier's performance

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

- (a) the name and address of the supplier and/or person restricted by the purchaser;
- (b) the date of commencement of the restriction;
- (c) the period of restriction; and
- (d) the reasons for the restriction.

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 :

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.

23.4 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.

23.3 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 ten (10) years.

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.

- (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.

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.

26. Termination for insolvency

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.

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.

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

24. Anti-dumping and countervailing duties and rights

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.

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. Notices

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

30. Applicable law

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.

29. Governing language

(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.

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

28. Limitation of liability

(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.

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

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

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.

27.2 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.

27.1 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. Settlement of Disputes

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) was/were in collusive bid (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.

**SUPPLY AND DELIVERY OF SECURITY
EQUIPMENT AT WITBANK STORE:
DEPARTMENT OF CORRECTIONAL SERVICES**

**SPECIAL CONDITIONS OF CONTRACT:
BID NO H06/2021**

DEPARTMENT OF CORRECTIONAL SERVICES

CONTENTS

1	DEPARTMENT OF CORRECTIONAL SERVICES.....	1
1	INTRODUCTION.....	4
2	REGISTRATION ON CENTRAL SUPPLIERS DATABASE	4
3	CERTIFICATION OF DOCUMENTS BY A COMMISSIONER OF OATH	4
4	CONTRACT PERIOD.....	4
5	QUANTITIES.....	4
6	RESPONSE FIELDS.....	4
7	EVALUATION CRITERIA.....	5
7.1	PHASE 1: PRE-QUALIFYING CRITERIA.....	5
7.2	PHASE 2: MANDATORY REQUIREMENTS.....	6
7.2.1	TAX MATTERS.....	6
7.2.2	CERTIFICATE: CONFIRMATION OF SUPPLY ARRANGEMENTS BETWEEN THE BIDDER AND HIS/HER SUPPLIER (BD 27).....	6
7.2.3	LOCAL CONTENT.....	7
7.2.4	SPECIFICATIONS.....	7
7.2.5	REFERENCES.....	7
7.2.6	FINANCIAL POSITION OF BIDDER TO EXECUTE THE CONTRACT	8
7.2.7	SAMPLE.....	8
7.2.8	BIDDING FOR ALL SUB-ITEMS PER ITEM.....	8
7.2.9	FAILURE TO COMPLY WITH ALL REQUIREMENTS STIPULATED IN PARAGRAPH 7.2. WILL INVALIDATE YOUR BID.....	8
7.3	PHASE 3: PRICE AND B-BBEE.....	8
8	VALUE ADDED TAX.....	10
9	LOCAL PRODUCTION AND CONTENT	10
10	DECLARATION OF INTEREST (SBD 4)	11
11	PARTICIPATION OF GOVERNMENT OFFICIALS IN THE BIDDING PROCESS	11
12	FRONTING.....	12
13	PRICE AND PRICE QUALIFICATION	12

14. SUBMISSION OF BIDS13

15. LATE BIDS13

16. COMMUNICATION13

17. COUNTER CONDITIONS13

18. DUE DILIGENCE13

19. NEGOTIATIONS13

20. ORDERS/DELIVERIES/DELIVERY BASIS14

21. CONTRACT MANAGEMENT14

22. PENALTIES14

23. PAYMENTS15

24. SETTLEMENT OF DISPUTES15

1. INTRODUCTION

1.1 This bid and all contracts emanating there from 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).

1.2 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.

1.3 These conditions form part of the bid and bidders need to familiarize themselves with the content thereof.

2. REGISTRATION ON CENTRAL SUPPLIERS DATABASE

2.1 Bidders need to register on the National Treasury Central Supplier Database in order to do business with the state. Accounting Officers cannot award any bid or price quotation to any supplier who is not registered on the Central Suppliers Database. Bidders must log on www.csd.gov.za for self registration.

3. CERTIFICATION OF DOCUMENTS BY A COMMISSIONER OF OATH

3.1 Bidders must ensure that all certified copies comply with the regulation governing the administering of an oath or affirmation. The Commissioner of Oath must append a signature, date and also print out name. Copies that do not comply with this regulation will be regarded as invalid.

3.2 ~~The date of certification of the original on all copies submitted should not be older than six (6) months.~~

4. CONTRACT PERIOD

4.1 The contract period shall be a once off after the signing of the contract.

5. QUANTITIES

5.1 The quantities furnished in the bid are **estimated quantities** and no guarantee can be given regarding the actual quantities that will be ordered.

6. RESPONSE FIELDS

6.1 It is imperative that bidders submit responsive bids by completing all mandatory response fields and item questionnaires for the individual items. In this regard bidders' attention is drawn to the response field and price structure explanations and examples supplied in the bid document.

6.2 Bid documents should not be retyped or redrafted.



BD 4.1

6.3 The following bid documents must be completed in black ink, signed and submitted in an original format:

Document	Description
SBD 1	Invitation to Bid
SBD 3	Pricing Schedule
SBD 4	Declaration of Interest
SBD 5	National Industrial participation programme (If Applicable)
SBD 6.1	Claim Form in Terms of Preferential Procurement Regulations 2017
SBD 6.2	Declaration Certificate Designated Sectors by DTI for Local Content (If applicable)
SBD 8	Declaration of Bidders past SCM Practises
SBD 9	Certificate of Independent Determination

6.4 Alternative offers may be made for any item(s) on condition that the offer complies with the specification. It must clearly be marked as an alternative offer.

6.5 Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated in line with the index provided. No liability shall be accepted with regard to claims arising from the fact that pages are missing or duplicated.

7. EVALUATION CRITERIA

The evaluation process will be conducted in phases as follows:

Phase 1	Phase 2	Phase 3
Pre-qualifying Criteria	Mandatory Requirements	Price and B-BBEE
Compliance with pre-qualifying criteria	Compliance with mandatory requirements	Bids evaluated in terms of Preferential Procurement Regulations, 2017
		Bid awarded to the bidder who scored the highest total number of points in terms of the preference point system

7.1 Phase 1: Pre-qualifying Criteria

7.1.1 The Preferential Procurement Regulations, 2017 prescribes that pre-qualifying must be used to advance designated groups.

7.1.2 Only bids with a BBEE level one (1) to four (4) will be considered.

7.2 Phase 2: Mandatory Requirements

7.2.1 Tax Matters

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

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

7.2.1.3 Bidder must be registered on the **Central Supplier Database (CSD)** and provide its CSD number and TCS Pin as per SBD 1.

7.2.1.4 When a Consortium/ Joint Venture/ Sub-contractors is involved, each party must be registered on the Central Suppliers Database and their tax compliance status will be verified through the Central Suppliers Database.

7.2.1.5 **The bid will be awarded to the bidder who is tax compliant.**

7.2.2 **Certificate: Confirmation of supply arrangements between the bidder and his/her supplier (BD 27)**

7.2.2.1 Any bidder who does not normally keep stock of the item and is sourcing the goods and services from a third party (manufacturer/producer or dealer/distributor who normally keeps stock) for the purpose of delivering the item to the Department, must ensure that the attached BD 27 is completed by his/her supplier after they have familiarised themselves with the item(s) / description(s) / specifications and conditions of the bid for all relevant goods and services required from this bid. **Failure to submit a signed (BD 27) signed by the bidder and his/her supplier will invalidate the bid.**

7.2.2.2 Third parties must especially acquaint themselves with the conditions applicable to price increases.

7.2.2.3 A original signed letter issued on the official letterhead of the third party addressing the information below is acceptable.

7.2.2.4 The date of letter must not be older than the date of the advertisement of this bid and must clearly indicate the information of this bid.

7.2.2.5 The bidder must ensure that the supply arrangements for the required goods and services have been mutually agreed upon with his/her supplier. No agreement between the bidder and his/her supplier will be binding on the Department.

7.2.2.6 **The Department reserves the right to verify any information supplied by the bidder and should the information be found to be false or incorrect, it will invalidate your bid.**

7.2.2.7 If a contract has been concluded on the basis of sourcing the product(s) from a manufacturer/dealer, distributor and the bidder for some or the other reason change the manufacturer/dealer, the Department should immediately be notified and a new BD 27-form (confirmation of supply arrangements between the bidder and his/her supplier) should be submitted.

7.2.2.8 The Department will only accept an original or certified copy of the completed and signed BD 27 and it must be attached with the standard bidding documents.

7.2.3 Local Content

7.2.3.1 The Preferential Procurement Regulations, 2017 made in terms of Section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) makes provision for the Department of Trade and Industry (DTI) to designate sectors in line with National Development and Industrial Policies for Local Production.

7.2.3.2 To give effect to the above requirement of the Textile, Clothing, Leather and Footwear sector has been designated for local production and content with a minimum threshold of 100%.

7.2.3.3 Only locally produced or locally manufactured key pouches, pistol leather holsters, whistle lanyard and key shoulder straps from local raw materials will therefore be considered. If the raw material to be used for handcuts, leg irons, tonfas, hand held metal detectors and whistle and lanyard are not available locally, bidders should obtain written authorization from the Department of Trade & Industry (the DTI) to import such raw material.

7.2.3.4 The Declaration Certificate for local Production and Content (SBD 6.2) together with the Annexure C (Local Content Declaration: Summary Schedule) for key pouches, pistol leather holsters and key shoulder straps must be completed, signed and submitted with the bidding documents at the closing date and time of the bid.

7.2.4 Specifications

7.2.4.1 Bidders are required to comply with the attached National Department of Correctional Services Product Specification.

7.2.5 References

7.2.5.1 Please provide contactable details of current and previous clients for the supply and delivery of goods and services to private organisation, government departments and/or municipality where business was gained in the last thirty six (36) months by means of a price quotation/bidding process.

7.2.5.2 Reference letters from clients must be on the letterhead of the client and must be signed, the date must not be older than thirty six (36) months of advertisement date. Copies provided must comply with the regulation governing the administering of an oath or affirmation.

7.2.5.3 Reference letters from clients must be on the letterhead of the client.

7.2.6 Financial position of bidder to execute the contract

7.2.6.1 Bidders must submit annual financial statements that are not older than thirty six (36) months from the closing date of the tender, or

7.2.6.2 A letter from the Accountant/ Auditor stating that it is a going concern.

7.2.7 Sample

7.2.7.1 Bidders must submit sample of each item to be procured.

7.2.8 Bidding for all sub-items per item.

7.2.8.1 Bidders need to bid for all sub-items for each item. Bid will be awarded per item, failure to do so it will invalidate your bid.

7.2.9 Failure to comply with all requirements stipulated in paragraph 7.2. will invalidate your bid.

7.3 Phase 3: Price and B-BBEE

7.3.1 In terms of Regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the Department on the 80/20 preference point system in terms of which points are awarded to bidders on the basis of:

- a) Bid price (maximum 80 points)
- b) B-BBEE status level of contributor (maximum 20 points)

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

Where :		
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	=	Points scored for comparative price of bid or offer under consideration
	=	Comparative price of bid or offer under consideration
	=	Comparative price of lowest acceptable bid or offer

BD 4.1

7.3.3 Subject to sub-regulation (3), points will be awarded 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

7.3.4 Bidders are required to complete the preference claim form (SBD 6.1), and submit a valid and original/originally certified copy of B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the bid in order to claim the B-BBEE status level point. **The date of certification of the original should not be older than six (6) months.**

7.3.5 Preference points will be allocated to bidders who have completed and signed the declaration part of the preference claim form on the SBD 6.1 and who have substantiated their claim for B-BBEE points by submitted a B-BBEE status level certificate issued by the following verification agencies:

7.3.5.1 Bidders other than EMES and QSEs,

a) Verification agencies accredited by SANAS; or

7.3.5.2 Bidders who qualify as EMES and QSEs

a) Sworn affidavit signed by the EMES and QSEs representative and attested by a Commissioner of Oaths.

Bidders can access the sworn affidavits templates on https://www.thedti.gov.za/economic empowerment/bee_codes.jsp

7.3.6 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.

7.3.7 Public entities and tertiary institutions must also submit a B-BBEE Status Level Verification Certificate together with their bids.



BD 4.1

7.3.8 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

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

7.3.10 Only bid prices which are market related will be considered.

7.3.11 A bid must be awarded to the bidder who scored the highest total number of points in terms of the preference point systems (price and B-BBEE points), unless objective criteria in terms of section 2(1)(f) of the Act justify the award of the bid to another bidder.

7.3.12 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.

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

8. VALUE ADDED TAX

8.1 All bid prices are inclusive of 15% Value Added Tax (VAT), except in the case of a person that is not required to register for Value Added Tax.

9. LOCAL PRODUCTION AND CONTENT

9.1 The Preferential Procurement Regulations, 2017 made in terms of Section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) makes provision for the Department of Trade and Industry (DTI) to designate sectors in line with National Development and Industrial Policies for Local Production.

9.2 To give effect to the above requirement the Textile, Clothing, Leather and Footwear sector has been designated for local production and content with a minimum threshold of 100%.

9.3 If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorization for the Department of Trade & Industry (the dti) should there be a need to import such raw material or input.

9.4 The Declaration Certificate for local Production and Content (SBD 6.2) together with the Annexure C (Local Content Declaration: Summary Schedule) must be completed, signed and submitted with the bidding documents at the closing date and time of the bid.

9.5 Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x must be used to calculate local

content. The following formula to calculate local content must be disclosed in the bid documentation:

$$LC = \left(1 - \frac{y}{x}\right) * 100$$

Where:

- x = imported content in Rand
- y = bid price in Rand excluding value added tax (VAT)

9.6 Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the SARB at 12:00 on the date of advertisement of the bid.

9.7 Any enquiries in respect of Local Production and Content may be directed to the Department of Trade and Industry.

10. DECLARATION OF INTEREST (SBD 4)

10.1 It is important that bidders acquaint themselves with the content of the Declaration of Interest (SBD 4).

10.2 A bidder or his/her authorised representative is required to declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where -

- a) The bidder is employed by the state; and/or
- b) The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and/or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the bid.

10.3 The Declaration of Interest (SBD 4) must be completed in full.

10.4 Declarations of any nature will not necessarily prejudice any bidder, however should a bidder knowingly submit false declarations, this Department will act against such bidder (company) and/or its Directors in terms of paragraph 23 of the General Conditions of Contract.

11. PARTICIPATION OF GOVERNMENT OFFICIALS IN THE BIDDING PROCESS

11.1 In accordance with Sections 118 and 121 of the Correctional Services Act, 1998 (Act 111 of 1998), no member of the Department of Correctional Services may participate in the bidding process of the Department.

- 11.2 The Public Administration Act, 2014 (Act no. 11 of 2014), chapter 3, section 8(2)(a) specifies that an employee of the State may not conduct business with the State.
- 11.3 Bidders having a kinship with persons employed by the state, including a blood relationship, must declare their interest on the SBD 4 (Declaration of Interest).
- 12. FRONTING
- 12.1 The Department of Correctional Services supports the spirit of Broad Based Black Economic Empowerment and recognizes that real development can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in:
 - a) An honest, fair, equitable, transparent and legally compliant manner. Against this background the Department of Correctional Services condemn any form of fronting.
 - b) The Department of Correctional Services, in ensuring that bidders conduct themselves in an honest manner will as part of the bid evaluation processes, conduct or initiate the necessary enquiries, investigations to determine the accuracy of the representations made in the bid documents.
- 12.2 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/ contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from the date of notification may invalidate the bid/ contract and may also result in the restriction of the bidder/ contractor to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies the Department may have against the bidder/ contractor concerned.
- 13. PRICE AND PRICE QUALIFICATION
 - 13.1 Prices submitted for this bid are firm.
 - 13.2 Prices shall be quoted in South African currency.
 - 13.3 The bid prices shall be given in the units shown on the pricing schedule.
 - 13.4 Prices must be inclusive of delivery cost and all applicable taxes.

14. **SUBMISSION OF BIDS**
- 14.1 Each bid should be submitted in a separate sealed envelope or suitable cover on which the name and address, the bid number and the closing date must be clearly endorsed.
15. **LATE BIDS**
- 15.1 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where possible, be returned unopened to the bidder.
16. **COMMUNICATION**
- 16.1 Communication after the closing date of the bid must be in writing and addressed to the Directorate Procurement: ester.mochene@dcs.gov.za and/or jacob.sibanyoni@dcs.gov.za.
- 16.2 The Department may request clarification regarding information provided by bidders. Bidders are to supply the required information within the specified period. Failing to do so will invalidate your bid.
17. **COUNTER CONDITIONS**
- 17.1 Bidder's attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders will result in the invalidations of such bids.
18. **DUE DILIGENCE**
- 18.1 The Department will have the right to confirm the ability of bidders to execute this contract successfully.
- 18.2 The premises/factory of the bidder or contractor should be open at all reasonable hour for inspection by a representative of the Department and/or its approved institution.
- 18.3 Should the contractor not cooperate in any of these matters and/or do not have the capability to execute the contract his/her offer will be regarded as not acceptable.
19. **NEGOTIATIONS**
- 19.1 The Department reserves the right to negotiate with bidders prior to the award of the bid.

- 20. ORDERS/DELIVERIES/DELIVERY BASIS**
- 20.1 Before delivery of any product on this contract is conducted, the contractor must be in possession of an official order issued by an authorized official of the Department.
- 20.2 Firm delivery period must be quoted for the duration of the contract period.
- 20.3 **Products must be delivered and off loaded by the contractor in the transit area of the delivery point.**
- 20.4 Delivery will be accepted on weekdays between 8:00 and 14:00.
- 20.5 All deliveries and dispatches must be accompanied by a delivery note stating the official order number against which the delivery is affected.
- 20.6 Items delivered not complying with the order/specifications will be returned to the contractor at the contractor's expense.
- 20.7 The Department of Correctional Services may postpone or delay deliveries if it finds itself in any such position, as a result of circumstances beyond its control, which will make it impossible to comply with the specified delivery dates.
- 21. CONTRACT MANAGEMENT**
- 21.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the prior written approval from the Department.
- 21.2 Contractor must inform the relevant Institution immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.
- 21.3 **Should the bidder change the supplier (as per submitted BD 27) during the duration of the contract, the bidder must notify Directorate Contract Management in writing and further submit a signed BD 27 between bidder and the new supplier. (DCS reserve the right to inspect the products in this bid on the premises of the supplier of the bidder)**
- 22. PENALTIES**
- 22.1 The Department will impose a penalty as a result of unsatisfactory performance (e.g. poor quality, late delivery, non-delivery, etc.)



BD 4.1

22.2 The following formula will be utilized for this purpose :

$$Penalty = \left(V \times \frac{10}{100} \right) \times N$$

V = Value of delayed goods or services
N = Number of days of delay

22.3 A penalty will be limited to 30% of the value of delayed goods or services. In addition to a penalty being imposed, the Department reserves the right to act in accordance with paragraph 21.6 of the General Conditions of Contract (GCC), which reads "Upon delay beyond the delivery period in the case of a supplier contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier."

22.4 The Department may terminate the contract at its sole discretion due to unsatisfactory performance (e.g. poor quality, late delivery, non-delivery, etc.) during the window period of two months, following the occurrence of the unsatisfactory performance.

23. PAYMENTS

23.1 Payments will only be effected by the Department in the following cases:

23.1.1 The successful completion of a deliverable/ service in line with the specification/terms of reference.

23.1.2 Invoices should be delivered/posted or e-mailed to reach the institution that placed the order, timely.

23.1.3 The invoices must be accompanied by an inspection certificate and/or proof of delivery.

23.2 Companies not registered in terms of Value Added Tax, may not claim VAT on invoices.

24. SETTLEMENT OF DISPUTES

24.1 Should any dispute arise from the contract paragraph 27 of the General Conditions of Contract shall apply.



DECLARATION OF INTEREST

(NB : In accordance with Sections 118 and 121 of the Correctional Services Act, 1998 (Act No. 111 of 1998), no member of the Department of Correctional Services may participate in the bid process of the Department)

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price bid, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where –

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bid document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the price bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

- 2.1 Full name of bidder or his or her representative
.....
- 2.2 Identity number :
.....
- 2.3 Position occupied in the Company (director, trustee, shareholder, member) :
.....
- 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust :
.....
- 2.5 Tax Reference Number :
.....
- 2.6 VAT Registration Number :
.....
- 2.6.1 The names of all directors / trustees / shareholders² / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the

management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder, presently employed by the state?

Yes	No
-----	----

2.7.1 If so, furnish the following particulars :

Any other particulars :

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

Yes	No
-----	----

2.7.2.1 If yes, did you attach proof of such authority to the bid document?

Yes	No
-----	----

2.7.2.2 (Note : Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.) If no, furnish reasons for non-submission of such proof :

2.8 Did you or your spouse, or any of the company's directors/shareholders/members or their spouses conduct business with the state in the previous twelve (12) months?

Yes	No
-----	----

2.8.1 If so, furnish particulars :

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by

Yes	No
-----	----



the state and who may be involved with the evaluation and or adjudication of this bid?

--	--

SBD 4

2.9.1

If so, furnish particulars :

Name of person/ director/ shareholder/ member	Name of state institution to which the person is connected	Position occupied in the state institution	Nature of relationship

2.10

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

Yes	No
-----	----

2.10.1

If so, furnish particulars :

Name of person/ director/ shareholder/ member	Name of state institution to which the person is connected	Position occupied in the state institution	Nature of relationship

2.11

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

Yes	No
-----	----

2.11.1

If so, furnish particulars :

.....

.....

.....

3.

Full details of directors / trustees / members / shareholders :

Full name	Identity number*	Personal Tax Reference Number	State Employee Number / Pearsal Number

*Copies of Identity Document must be attached.

DECLARATION

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

SIGNATURE DATE

POSITION NAME OF BIDDER

Note : Should the bidder or any of its directors/members or shareholders be employees of any organ of state as contemplated in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), such member/director or shareholder must submit a certified copy of the permission granted by the Executive Authority of his/her Department to conduct remunerative work in the Public Service as contemplated in the Public Service Act, 1994 (Act 103 of 1994) Chapter VII, Sections 30 and 31. Failure to submit the proof will automatically invalidate the bid. Knowingly not submitting it will make the person liable for fraud.



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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
 b) The 80/20 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).
- 1.3 Points for this bid shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

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

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

Ps = Points scored for price of bid under consideration
 Pt = Price of bid under consideration
 Pmin = Price of lowest acceptable bid

Where

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

80/20

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

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

POINTS AWARDED FOR PRICE

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) "prices" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

DEFINITIONS

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

Designated Group: An EME or QSE which is at least 51% owned by: EME QSE

7.1.1 If yes, indicate: YES NO (Tick applicable box)

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017: YES NO (Tick applicable box)

iv) Whether the sub-contractor is an EME or QSE

iii) The B-BBEE status level of the sub-contractor.....

ii) The name of the sub-contractor.....

i) What percentage of the subcontracted.....% contract will be

YES NO

(Tick applicable box)

7.1 Will any portion of the contract be sub-contracted? 7.1

7. SUB-CONTRACTING

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

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

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

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

5. BID DECLARATION

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

(iv) If the B-BBEE status level of contributor has been claimed or obtained on a proof to the satisfaction of the purchaser that the claims are correct;

(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

(ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

(i) The information furnished is true and correct;

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

contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/firm, certify that the points claimed, based on the B-BBEE status level of /we, the undersigned, who is / are duly authorised to do so on behalf of the

8.8

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

[TICK APPLICABLE BOX]

Other service providers, e.g. transporter, etc.

Professional service provider

Supplier

Manufacturer

8.6 COMPANY CLASSIFICATION

.....

.....

.....

.....

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

[TICK APPLICABLE BOX]

(Pty) Limited

Company

Close corporation

One person business/sole property

Partnership/Joint Venture / Consortium

8.4 TYPE OF COMPANY/ FIRM

number:.....

8.3 Company registration

number:.....

8.2 VAT registration

company/firm:.....

8.1 Name of

8. DECLARATION WITH REGARD TO COMPANY/FIRM

Black people who are military veterans		
OR		
Any EME		
Any OSE		

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the page.	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on National Treasury's website, (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law or (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.
 I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature
 Position
 Date
 Name of Bidder

AUTHORISATION DECLARATION: CONFIRMATION OF SUPPLY AND FINANCIAL ARRANGEMENTS BETWEEN THE BIDDER AND THIRD PARTY

BID NUMBER: BID HO 6/2021

DESCRIPTION: SUPPLY AND DELIVERY OF SECURITY EQUIPMENT AT WITBANK MASS STORE: DEPARTMENT OF CORRECTIONAL SERVICES

NAME OF BIDDER: _____

CLOSING DATE: 31 JANUARY 2022 AT 11:00AM

Are you sourcing the goods or services from a third party? _____

If you have answered YES to the above question, please provide full details from whom the items will be sourced/delivered, in the space provided on the pricing schedule (SBD 3).

DECLARATION BY THE BIDDER WHERE THE BIDDER IS SOURCING THE GOODS OR SERVICES FROM A THIRD PARTY:

1. I, _____ (Bidder) hereby declare the following:
 - The goods or services listed below, is being sourced from a third party in order to comply with the terms and conditions of the bid.
 - The third party has been informed of the terms and conditions of the bid and the third party is acquainted with the said terms and the description of the goods or services listed on the SBD 3 (Pricing Schedule).
 - The unconditional written undertaking to supply the goods or services listed in the SBD 3 (Pricing Schedule) in accordance with the terms and conditions of the bid document for the duration of the contract has been received from the third party. See confirmation below.
 - It is confirmed that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party.
2. The information contained herein is true and correct.
3. Failure to submit the BD 27 may invalidate the bid.
4. It is acknowledged that the Department reserves the right to verify the information contained herein and if found to be false or incorrect, the Department may invoke any remedies available to it in the bid documents.

SIGNATURE BY THE BIDDER:

Signed at _____ on the _____ day of _____ 20____

Signature _____ Full name _____

Designation _____

THIRD PARTY UNDERTAKING

Note:

- A separate Undertaking must be completed by each Third Party;
- A letter issued on the official letterhead of the third party addressing the information below is acceptable.

To be completed by the third party

Name of Third Party: _____

Physical Address: _____

Telephone number: _____

Facsimile number: _____

E-mail address: _____

It is hereby confirmed that a mutual agreement has been reached between myself and the bidder is therefore authorised to include the products listed in the SBD 3 (Pricing Schedule).

We confirm that we have firm supply and financial arrangements in place, and have familiarized ourselves with the item descriptions, specifications and bid conditions relating to the item/s listed in the table above.

SIGNATURE BY THE THIRD PARTY:

Signature: _____

Full name: _____

Designation: _____

Date: _____

(This form must be applicable to purchases exceeding R30 000-00 per case)

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

2 Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *de se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that service provider, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price bids, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____ (Bid Number and Description)

in response to the invitation for the bid made by:

_____ (Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:

_____ that:

_____ (Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the service provider;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the service provider;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the service provider, whether or not affiliated with the service provider, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the service provider
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the service provider, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature

Date

Position

Name of Service provider

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = 1 - \frac{x}{y} \times 100$$

Where

- x is the imported content in Rand
- y is the bid price in Rand excluding value added tax (VAT)

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

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrialdevelopment/ip.jsp> at no cost.

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

2. Definitions

2.1 "bid" includes written price quotations, advertised competitive bids or proposals;
 2.2 "bid price" price offered by the bidder, excluding value added tax (VAT);
 2.3 "contract" means the agreement that results from the acceptance of a bid by an organ of state;

2.4 "designated sector" means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5 "duly sign" means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).

2.6 "imported content" means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7 "local content" means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8 "stipulated minimum threshold" means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9 "sub-contract" means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

Description of services, works or goods	Stipulated minimum threshold
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?

YES	NO
-----	----

(Tick applicable box)

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)
IN RESPECT OF BID HO 6/2021: SUPPLY AND DELIVERY OF SECURITY EQUIPMENT AT WITBANK MASS STORE: DEPARTMENT OF CORRECTIONAL SERVICES

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

NB

1. The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/tip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the Declaration on Declaration C. Declaration C should be submitted with the bid information on Declaration C.

documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

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

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution have the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ DATE: _____

WITNESS No. 1 _____ DATE: _____

WITNESS No. 2 _____ DATE: _____

Guidance Document for the Calculation of Local Content

1. DEFINITIONS

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

2. GENERAL

2.1. Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
 - Declaration C: "Local Content Declaration – Summary Schedule" (see Annexure C);
 - Declaration D: "Imported Content Declaration – Supporting Schedule to Annex C" (see Annexure D); and
 - Declaration E: "Local Content Declaration – Supporting Schedule to Annex C" (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.



Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

NOTE:

Annexure A is a note to the purchaser in SATS 1286:2011; and Annexure B is the Local Content Declaration IN SATS 1286:2011.

2.2.

What is local content?

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

2.3.

Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content.

Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

2.3.1.

Imported Content

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (**the dti**). Evidence of the exemptions must be provided and included in Annexure D.

2.3.2. Local Content

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

3. ANNEXURE C

3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule

Note: The paragraph numbers correspond to the numbers in Annexure C.

- C1. Tender Number**
Supply the tender number that is specified on the specific tender documentation.
- C2. Tender description**
Supply the tender description that is specified on the specific tender documentation.
- C3. Designated products**
Supply the details of the products that are designated in terms of this tender (i.e. buses).
- C4. Tender Authority**
Supply the name of the tender authority.
- C5. Tendering Entity name**
Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).
- C6. Tender Exchange Rate**
Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.
- C7. Specified local content %**
Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.
- C8. Tender item number**
Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

Provide a list of the item(s) corresponding with the tender item number. This may be a short description or a brand name.

C9. List of items

Calculation of local content

Provide the unit tender price of each item excluding VAT.

C11. Exempted imported content

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

C12. Tender value net of exempted imported content

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

C13. Imported value

Provide the ZAR value of the items' imported content.

C14. Local value

Provide the local value of the item by deducting the imported value (C13) from the net tender value (C12).

C15. Local content percentage (per item)

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

Tender Summary

C16. Tender quantity

Provide the tender quantity for each item number as per the tender specification.

C17. Total tender value

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

- C18. Total exempted imported content**
Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.
- C19. Total imported content**
Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).
- C20. Total tender value**
Total tender value is the sum of the values in column C17.
- C21. Total exempted imported content**
Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.
- C22. Total tender value net of exempted imported content**
The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).
- C23. Total imported content**
Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.
- C24. Total local content**
Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.
- C25. Average local content percentage of tender**
The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

4. ANNEXURE D

4.1. Guidelines for completing Annexure D: "Imported Content Declaration – Supporting Schedule to Annexure C"

Note: The paragraph numbers correspond to the numbers in Annexure D.

- D1. Tender number**
Supply the tender number that is specified on the specific tender documentation.
- D2. Tender description**
Supply the tender description that is specified on the specific tender documentation.
- D3. Designated products**
Supply the details of the products that are designated in terms of this tender (i.e. buses).
- D4. Tender authority**
Supply the name of the tender authority.
- D5. Tendering entity name**
Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).
- D6. Tender exchange rate**
Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

Table A. Exempted Imported Content

- D7. Tender item number**
Provide the tender item number(s) of the product(s) that have imported content.
- D8. Description of imported content**
Provide a list of the exempted imported product(s), if any, as specified in the tender.

- D9. Local supplier**
Provide the name of the local supplier(s) supplying the imported product(s).
- D10. Overseas supplier**
Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).
- D11. Imported value as per commercial invoice**
Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).
- D12. Tender exchange rate**
Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.
- D13. Local value of imports**
Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.
- D14. Freight costs to port of entry**
Provide the freight costs to the South African Port of the exempted imported item.
- D15. All locally incurred landing costs and duties**
Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.
- D16. Total landed costs excl VAT**
Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.
- D17. Tender quantity**
Provide the tender quantity of the exempted imported products as per the tender specification.
- D18. Exempted imported value**
Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the

tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

D19. Total exempted imported value
The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

Table B. Imported Directly By Tenderer

- D20. Tender item numbers**
Provide the tender item number(s) of the product(s) that have imported content.
- D21. Description of imported content:**
Provide a list of the product(s) imported directly by tender as specified in the tender documentation.
- D22. Unit of measure**
Provide the unit of measure for the product(s) imported directly by the tenderer.
- D23. Overseas supplier**
Provide the name(s) of the overseas supplier(s) supplying the imported product(s).
- D24. Imported value as per commercial invoice**
Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).
- D25. Tender rate of exchange**
Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.
- D26. Local value of imports**
Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

- D27. Freight costs to port of entry**
Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.
- D28. All locally incurred landing costs and duties**
Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.
- D29. Total landed costs excl VAT**
Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.
- D30. Tender quantity**
Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.
- D31. Total imported value**
Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).
- D32. Total imported value by tenderer**
The total value of imports by the tenderer is the sum of the values in column D31.
-
- Table C. Imported by Third Party and Supplied to the Tenderer**
- D33. Description of imported content**
Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.
- D34. Unit of measure**
Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.
- D35. Local supplier**
Provide the name of the local supplier(s) supplying the imported product(s).

- D36. Overseas supplier**
Provide the name(s) of the overseas supplier(s) supplying the imported products.
- D37. Imported value as per commercial invoice**
Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.
- D38. Tender rate of exchange**
Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.
- D39. Local value of imports**
Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.
- D40. Freight costs to port of entry**
Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.
- D41. All locally incurred landing costs and duties**
Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.
- D42. Total landed costs excluding VAT**
Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.
- D43. Quantity imported**
Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.
- D44. Total imported value**
Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

D45. Total imported value by third party
 The total imported value from the third party is the sum of the values in column D44.

Table D. Other Foreign Currency Payments

- D46. Type of payment**
 Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).
- D47. Local supplier making the payment**
 Provide the name of the local supplier making the payment.
- D48. Overseas beneficiary**
 Provide the name of the overseas beneficiary.
- D49. Foreign currency value paid**
 Provide the value of the listed payment(s) in their foreign currency.
- D50. Tender rate of exchange**
 Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.
- D51. Local value of payments**
 Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).
- D52. Total of foreign currency payments declared by tenderer and/or third party**
 The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.
- D53. Total of imported content and foreign currency payment**
 The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

5. ANNEXURE E

5.1. Guidelines to completing Annexure E: "Local Content Declaration-Supporting Schedule to Annexure C"

The paragraph numbers correspond to the numbers in Annexure E

- E1. Tender number**
Supply the tender number that is specified on the specific tender documentation.
- E2. Tender description**
Supply the tender description that is specified on the specific tender documentation.
- E3. Designated products**
Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).
- E4. Tender authority**
Supply the name of the tender authority.
- E5. Tendering entity name**
Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).
- E6. Description of items purchased**
Provide a description of the items purchased locally in the space provided.
- E7. Local supplier**
Provide the name of the local supplier that corresponds to the item listed in column E6.
- E8. Value**
Provide the total value of the item purchased in column E6.

- E9. Total local products (Goods, Services and Works)**
 Total local products (goods, services and works) is the sum of the values in E8.
- E10. Manpower costs:**
 Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).
- E11. Factory overheads:**
 Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)
- E12. Administration overheads and mark-up:**
 Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.
- E13. Total local content:**
 The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

NOTE: VAT to be excluded from all calculations

EU R 9.00 GBP R 12.00

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

A. Examined imported content

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

Calculation of imported content

This total must correspond with Annex C - D 21

(D19) Total exempt imported value

(D19)	
(D17)	
(D18)	
Summary	

B. Imported directly by the Tenderer

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

Calculation of imported content

(D32) Total imported value by tenderer

(D32)	
(D30)	
(D31)	
Summary	

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

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

Calculation of imported content

(D45) Total imported value by 3rd party

(D45)	
(D43)	
(D44)	
Summary	

D. Other foreign currency payments

(D46) Type of payment	(D47) Local supplier making the payment	(D48) Overseas beneficiary	(D49) Foreign currency value paid	(D50) Tender Rate of Exchange

Calculation of foreign currency payments

Signature of tenderer from Annex B

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D52)	
(D51)	
Summary of payments	

(D53) Total of imported content & foreign currency payments - (D32), (D45), & (D52) above

This total must correspond with Annex C - D 23

Date:

**PRICING SCHEDULE –FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES WILL NOT BE CONSIDERED

Name of bidder.....	Bid number HO 6/2021
Closing Time 11:00 on 31 JANUARY 2022	

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO: 1

ITEM NO.	DESCRIPTION:	QUANTITY	BRAND PROVIDED BY SUPPLIER	BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)	TOTAL BID PRICE
1	SUPPLY AND DELIVERY OF LEG IRONS	5 000		R..... Each	R..... GRAND TOTAL

"ALL APPLICABLE TAXES" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

NOTE : According to the VAT Act, 1991 (Act No. 89 of 1991), all contract prices are inclusive of 15% Value-Added Tax (VAT), except in the case of a person that is not required to register for Value-Added Tax.

At : **DEPARTMENT OF CORRECTIONAL SERVICES (WITBANK MASS STORE)**

Brand and model :

Country of origin :

Does the offer comply with the specification?

Yes	No
-----	----

If not to specification, indicate deviation(s)

Period required for delivery

Delivery firm

Delivery basis (all delivery costs must be included in the bid price)

Are you the actual manufacturer/dealer (who normally keeps stock of the required items)?

Yes	No
-----	----

If not, who is your actual manufacturer/dealer (who normally keeps stock of the required items?) (See BD 27)

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

*Mark the relevant block with an X

SPECIFICATION: LEG IRONS



correctional services
Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

SPECIFICATION: LEG IRONS: DEPARTMENT OF CORRECTIONAL SERVICES

DESCRIPTION	
1. GENERAL	
1.1	The Department of Correctional Services requires Leg Irons to restrict the physical movement of an apprehended person.
INDICATE COMPLY / NOT COMPLY	
2. MATERIALS	
2.1	All parts of the leg iron including two (2) keys per set must be fabricated of carbon steel.
3. DESIGN AND CONSTRUCTION	
3.1	Design and construction of the leg iron and keys must be as shown in figure 1 and specified herein.
3.2	The leg irons finish shall be black oxide.
3.3	Locks: Each cuff shall be provided with a double locking mechanism (a mechanism that shall be capable of locking automatically when the cuff is applied to the ankle and that is capable of securing the jaw of the cuff against traveling in either direction).
3.4	Locks must be capable of being released by the use of the key without undue force.
3.5	The locking mechanism must not unlock without the use of the keys.
3.6	Locking mechanisms must not unlock by tampering when tested.
3.7	The locking mechanism must consist of at least two independent tumblers that can be opened by a universal key.
3.8	Unlocking: Each cuff must be capable of being unlocked from the double locking position by rotating the key in one or two directions.
3.9	Jaw: The jaw retched must be machined to provide a positive locking profile with the paws. The jaw must be retained against the locking mechanism by means of two circumferential grooves with corresponding lugs in each cheek.
3.10	Dimensions: Each cuff must have the following dimensions: Minimum opening for the insertion of the ankle: 80mm.
3.11	Minimum inside diameter when the jaw is engaged at the first notch entering the locking mechanism: 102mm.
3.12	Maximum inside diameter when the jaw is engaged at the last notch entering the locking mechanism: 73mm.
3.13	Chain connecting the two cuffs must be of nominal length: 340mm.

DESCRIPTION	INDICATE COMPLY / NOT COMPLY
3.14 Rings between the shackles and the chain shall be of nominal external diameter 25mm.	
3.15 Each ring and chain link shall be fabricated from material of nominal diameter 4mm.	
3.16 Each link or ring must be heli-arc welded and heat treated.	
3.17 Weight: Maximum weight of the leg iron: 635g.	
3.18 Lubrication: The leg irons must be lubricated by submerging them in light oil.	
3.19 Workmanship: The leg irons must be free of burrs, slivers, sharp edges, dents, tool marks or corrosion. The finish must not be scratched, damaged or marred exposing base metal.	
MARKING, PACKING AND ENGRAVING	
4.1 Each leg iron must be clearly engraved with the wording "DCS" in capital letters.	
4.2 Leg irons shall be supplied each in individual plastic packages that are packed in cartons.	
4.3 Each carton shall bear the following information on the outside of the carton: - The manufacturer's name or trade name or trademark. - A description of the contents - The quantity - Order number or contract number.	
4.4 Operating instructions: Each pair of leg irons must be provided with operating and maintenance instructions as well as the companies contact person and telephone number.	
5. QUALITY ASSURANCE PROVISIONS	
5.1 Responsibility for inspection: The bidder is responsible for the performance of all inspection requirements.	
5.2 Responsibility for compliance: All items must meet all requirements of section 3 above. The inspections set out herein must form part of the bidder overall quality assurance systems.	
5.3 All items must be accepted on a compliance certificate issued by the bidder.	
5.4 The DCS reserves the right to audit the bidder quality assurance systems and to perform or witness any inspections deemed necessary.	
6. TESTING PROCEDURES	
6.1 Proof load: cuffs: Cuffs must be locked with the jaw engaged at the first notch entering the locking mechanism. A static load of 225kg must be applied longitudinally from the outer edge of one cuff to the outer edge of the other cuff as shown in Figure 2 test 1.	

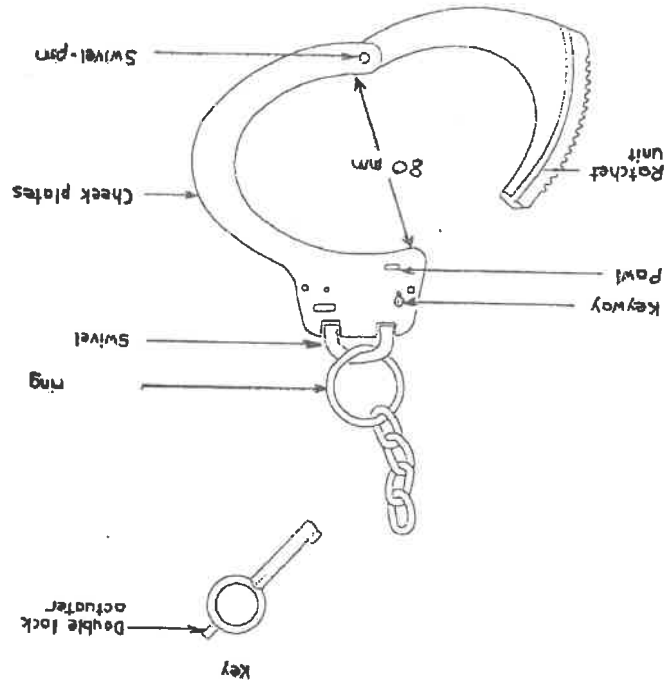
	DESCRIPTION
INDICATE COMPLY / NOT COMPLY	
	<p>6.2 Proof load: Locking mechanism: Cuffs must be locked with the jaw engaged at the first notch entering the locking mechanism. A static load of 225kg must be applied at right angles to the longitudinal axis of the cuffs from one side of the cuff to the other side of the same cuff as shown in Figure 2 test 2.</p>
	<p>6.3 Proof tampering: Locking mechanism: The cuff must be locked with the jaw engaged at the seventh notch in the locking mechanism and double locked. Using a flat narrow piece of metal pry between the notched jaw and the locking mechanism in an attempt to open the cuff.</p>
7.	<p>SAMPLING AND COMPLIANCE WITH THE SPECIFICATION</p> <p>Sampling</p> <p>The following sampling procedure shall be used to determine compliance with the relevant requirements of this specification.</p>
7.1	<p>Bidders need to submit with their Bid one (1) sample for functional evaluation by Correctional Services. Non-compliance to this will invalidate the Bid.</p>
7.2	<p>A report issued by a SANAS accredited inspection/testing body not older than three (3) years, to the effect that the bidder/manufacture is capable to manufacture / deliver the item(s) offered in accordance with relevant specifications should be handed in with the bid. Non-compliance to this will invalidate the Bid.</p>

SPECIFICATION FOR LEG IRONS

SPEC. DCS 1/2002

One of a pair of oval-shaped shackles, which are connected by a short chain.

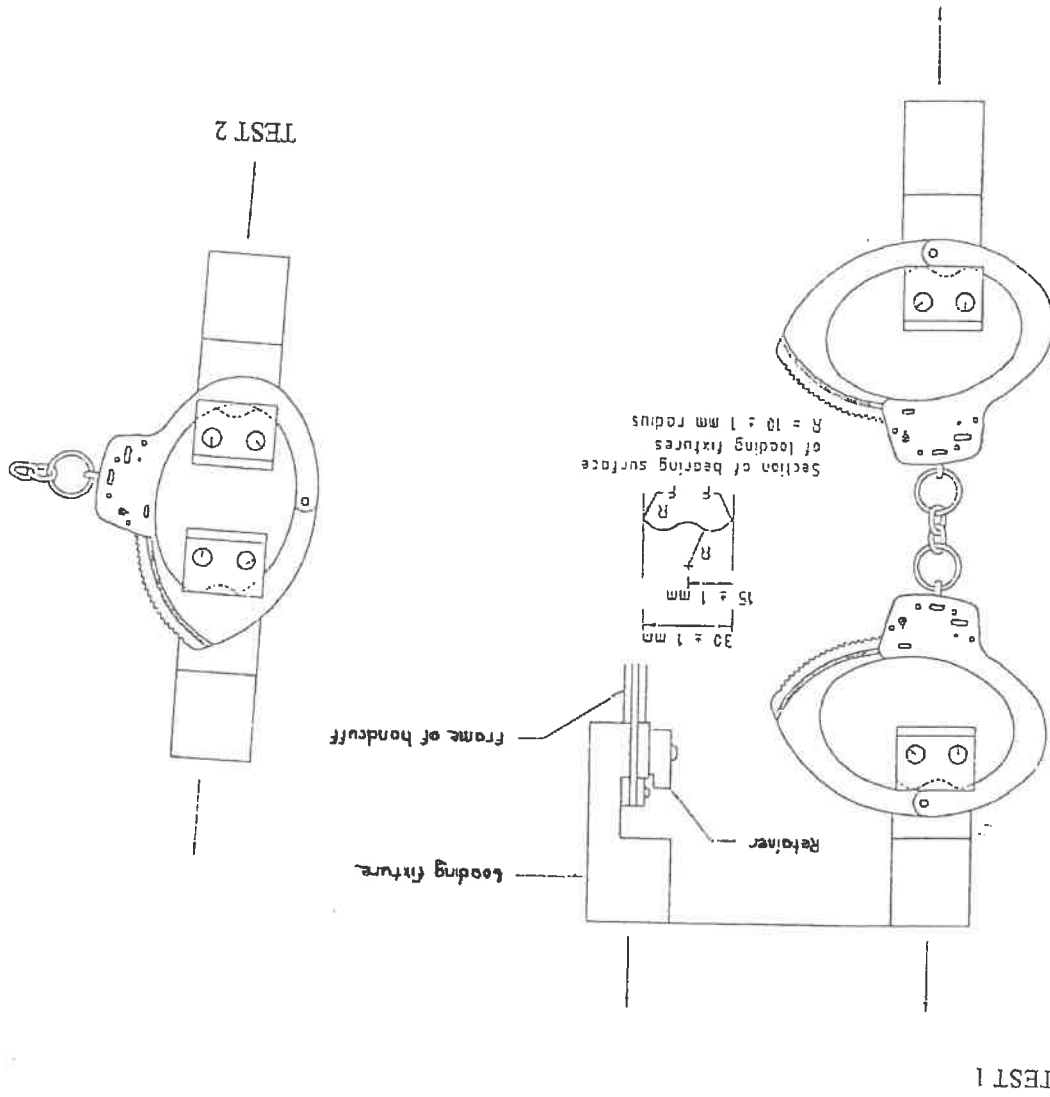
Figure 1: Leg iron: Detail of shackle



SPECIFICATION FOR LEG IRONS

SPFC, DCS 1/2002

Figure 2: Mechanical Testing



**PRICING SCHEDULE –FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES WILL NOT BE CONSIDERED

Name of bidder.....	Bid number HO 6/2021
Closing Time 11:00 on 31 JANUARY 2022	

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO: 2

ITEM NO.	DESCRIPTION:	QUANTITY	BRAND PROVIDED BY SUPPLIER	BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)	TOTAL BID PRICE
2	SUPPLY AND DELIVERY OF HAND CUFFS	7 000		R.....	R.....
TOTAL					GRAND TOTAL

“ALL APPLICABLE TAXES” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

NOTE : According to the VAT Act, 1991 (Act No. 89 of 1991), all contract prices are inclusive of 15% Value-Added Tax (VAT), except in the case of a person that is not required to register for Value-Added Tax.

At : **DEPARTMENT OF CORRECTIONAL SERVICES (WITBANK MASS STORE)**

Brand and model :

Country of origin :

Does the offer comply with the specification?

Yes	No
-----	----

If not to specification, indicate deviation(s)

Period required for delivery

*

Delivery basis (all delivery costs must be included in the bid price)

Are you the actual manufacturer/dealer (who normally keeps stock of the required items)?

Yes	No
-----	----

If not, who is your actual manufacturer/dealer (who normally keeps stock of the required items?)

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

*Mark the relevant block with an X

SPECIFICATION: HANDCUFFS

correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA



SPECIFICATION: HANDCUFFS: DEPARTMENT OF CORRECTIONAL SERVICES

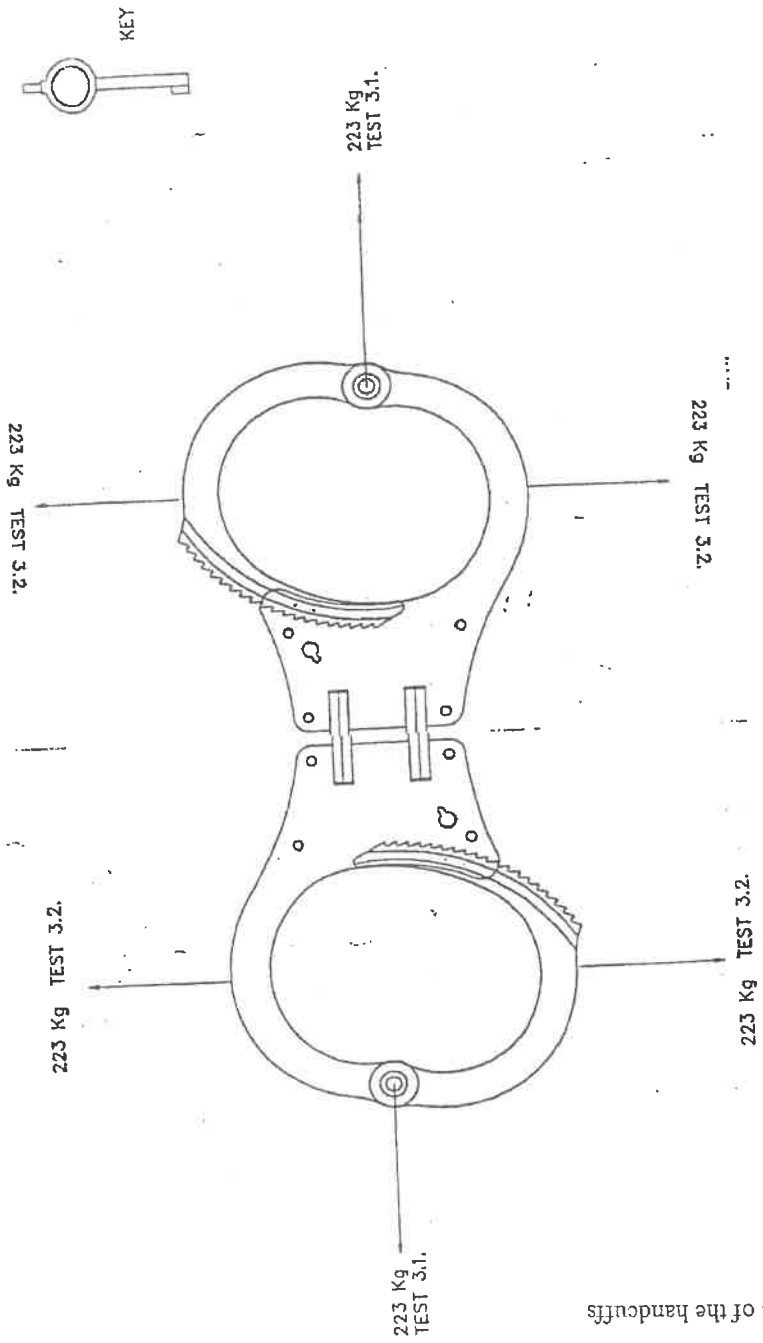
DESCRIPTION	
1. GENERAL	The Department of Correctional Services requires Handcuffs to restrict the physical movement of an apprehended person.
	INDICATE COMPLY / NOT COMPLY
2. MATERIALS	
2.1	All parts of the handcuff including two (2) keys per set must be fabricated of carbon steel.
3. DESIGN AND CONSTRUCTION	
3.1	Design and construction of the handcuff and keys must be as shown in figure 1 and as specified herein.
3.2	The handcuffs finish shall be black oxide.
3.3	Each pair of handcuffs must contain a right and left configuration as indicated in Fig. 1 (i.e. the cheek plates with the keyhole on the same side of the assembled pair and the jaws rotating on the same side of the longitudinal center line).
3.4	Locks: Each handcuff shall be provided with a double locking mechanism (a mechanism that shall be capable of locking automatically when the cuff is applied to the wrist and that is capable of securing the jaw of the cuff against traveling in either direction).
3.5	Locks must be capable of being released by the use of the key without undue force.
3.6	The locking mechanism must not unlock without the use of the keys.
3.7	Locking mechanisms must not unlock by tampering when tested.
3.8	The locking mechanism must consist of at least two independent tumblers that can be opened by a universal key.
3.9	Unlocking: Each cuff must be capable of being unlocked from the double locking position by rotating the key in one or two directions.
3.10	Jaw: The jaw retched must be machined to provide a positive locking profile with the paws. The jaw must be retained against the locking mechanism by means of two circumferential grooves with corresponding lugs in each cheek.
3.11	Dimensions: Each cuff must have the following dimensions: Minimum opening for the insertion of the wrist: 50.8mm.
3.12	Minimum inside diameter when the jaw is engage at the first notch entering the locking mechanism: 73mm.
3.13	Maximum inside diameter when the jaw is engaged at the last notch entering the locking mechanism: 45mm.
3.14	Maximum overall length of the pair of handcuffs: 210mm.
3.15	Weight: Maximum weight of the pair of handcuffs: 425g.

	DESCRIPTION
INDICATE COMPLY / NOT COMPLY	3.16 Lubrication: The handcuffs must be lubricated by submerging them in light oil.
	3.17 Workmanship: The handcuffs must be free of burrs, silvers, sharp edges, dents, tool marks or corrosion. The finish must not be scratched, damaged or marred exposing base metal.
	4. MARKING, PACKING AND ENGRAVING
	4.1 Each handcuff must be clearly engraved with the wording "DCS" in capital letters.
	4.2 Handcuffs shall be supplied each in individual plastic packages that are packed in cartons.
	4.3 Each carton shall bear the following information on the outside of the carton: - The manufacturer's name or trade name or trademark. - A description of the contents - The quantity - Order number or contract number
	4.4 Operating instructions: Each pair of handcuffs must be provided with operating and maintenance instructions as well as the telephone number and contact person of the company.
	5. TESTING PROCEDURES
	5.1 Proof load: cuffs: Cuffs must be locked with the jaw engaged at the first notch entering the locking mechanism. A static load of 225 kg must be applied longitudinally from the outer edge of one cuff to the outer edge of the other cuff as shown in Figure 1.
	5.2 Proof load: Locking mechanism: Cuffs must be locked with the jaw engaged at the first notch entering the locking mechanism. A static load of 225kg must be applied at right angles to the longitudinal axis of the cuffs from one side of the cuff to the other side of the same cuff as shown in Figure 1.
	5.3 Proof tampering: Locking mechanism: The cuff must be locked with the jaw engaged at the seventh notch in the locking mechanism and double locked. Using a flat narrow piece of metal pry between the notched jaw and the locking mechanism in an attempt to open the cuff.
	6. SAMPLING AND COMPLIANCE WITH THE SPECIFICATION
	6. Sampling The following sampling procedure shall be used to determine compliance with the relevant requirements of this specification.
	6.1 Bidders need to submit with their Bid one (1) sample for functional evaluation by Correctional Services. Non-compliance to this will invalidate the Bid.

	DESCRIPTION
INDICATE COMPLY / NOT COMPLY	
	<p>6.2 A report issued by a SANAS accredited Inspection/testing body not older than three (3) years, to the effect that the bidder/manufacturer is capable to manufacture / deliver the item(s) offered in accordance with relevant specifications should be handed in with the bid. Non-compliance to this will invalidate the Bid.</p>

SPECIFICATION FOR HANDCUFFS

Figure 1: General shape of the handcuffs



SPEC. DCS 3/2002

**PRICING SCHEDULE –FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES WILL NOT BE CONSIDERED

Name of bidder.....	Bid number HO 6/2021
Closing Time 11:00 on 31 JANUARY 2022	

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO: 3

ITEM NO.	DESCRIPTION:	QUANTITY	BRAND PROVIDED BY SUPPLIER	BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)	TOTAL BID PRICE
3	SUPPLY AND DELIVERY OF TONFA BATONS WITH HOLDER	21 000		R..... Each	R..... GRAND TOTAL

"ALL APPLICABLE TAXES" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

NOTE : According to the VAT Act, 1991 (Act No. 89 of 1991), all contract prices are inclusive of 15% Value-Added Tax (VAT), except in the case of a person that is not required to register for Value-Added Tax.

At : **DEPARTMENT OF CORRECTIONAL SERVICES (WITBANK MASS STORE)**

Brand and model :

Country of origin :

Does the offer comply with the specification?

Yes	No
-----	----

If not to specification, indicate deviation(s)

Period required for delivery

* Delivery firm

Delivery basis (all delivery costs must be included in the bid price)

Are you the actual manufacturer/dealer (who normally keeps stock of the required items)?

Yes	No
-----	----

If not, who is your actual manufacturer/dealer (who normally keeps stock of the required items?) (See BD 27)

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

*Mark the relevant block with an X

SPECIFICATION: TONFA BATON WITH HOLDER



correctional services
Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

**SPECIFICATION: TONFA BATON WITH TONFA BATON HOLDER:
DEPARTMENT OF CORRECTIONAL SERVICES**

INDICATE COMPLY / NON-COMPLIANCE	DESCRIPTION
1.	PURPOSE FOR USE
1.1	The Department of Correctional Services requires a hand held Tonfa Baton for use during unrest situations and for self-defence.
2.	SPECIFICATION REQUIREMENTS
2.1	Tonfa Baton and Engraving
2.1.1	The Tonfa Baton must be manufactured by any one of the recognized moulding or forming techniques. Indicate method used:
2.1.2	The unit must consist of a long section hereafter referred to as the shaft and a side handle.
2.1.3	The shaft and handle must be moulded or formed at the same time as a single unit.
2.1.4	The shaft and handle shall both have a diameter of approximately 30mm. Indicate: Diameter of shaft and handle.
2.1.5	The shaft must be 600mm (±5mm) in length and the side handle 145mm (±5mm) long. Indicate: Length of shaft Length of handle
2.1.6	A handle grip of at least 100mm (±5mm) long must be provided on the shaft. The shaft must be provided with a grooved handgrip and bulged end that will prevent the Tonfa Baton from slipping out of the user's hand. The handle must be provided with a profiled handgrip and bulged end enabling easy rotation of the Tonfa Baton.
2.1.7	Indicate: Length of grip on: Shaft Handle Type of grip on: Shaft Handle A grade high impact polypropylene material must be used for the manufacture of the Tonfa Baton.
2.1.8	The Tonfa Baton must be solid of construction.
2.1.9	The Tonfa Baton must be stable to ultra violet light.

INDICATE COMPLY / NON-COMPLIANCE	DESCRIPTION
	2.1.10 The Tonfa Baton must be brown in colour.
	2.1.11 The grade of polypropylene used must have a minimum softening point of 90°C and must be suitably heat stabilized.
	2.1.12 Only virgin material may be used in the manufacture of the Tonfa Baton.
	2.1.13 The Tonfa Baton shall be free of flow lines and surface defects.
	2.1.14 The Tonfa Baton must not be curved along the total length.
	2.1.15 The Tonfa Baton must be free from bubbles, creased, crevices and sharp or jagged edges.
	2.1.16 Each Tonfa Baton must be clearly engraved with the wording "DCS" in capital letters.
	2.2 Tonfa Baton Holder
	2.2.1 A ring shall be supplied with each Tonfa Baton to carry the Tonfa Baton.
	2.2.2 The ring shall be manufactured with a suitably strong and corrosion resistant material and must be adequate strength to withstand rough handling. Indicate: Material used
	2.2.3 The material used must be A grade high impact polypropylene.
	2.2.4 The ring shall have an inside diameter of 35mm (±1mm). Indicate: Inside diameter of ring
	2.2.5 The ring must have a raised portion (lip) to prevent the Tonfa Baton from rotating. The lip must be manufactured from a suitably strong and corrosion resistant material.
	2.2.6 Included on the ring must be a belt strap to attach the Tonfa Baton holder to a belt with a width of 40mm. This strap is to be manufactured from a suitably strong material. Indicate: Material used
	2.2.7 The material used must be resistant to petrol with an alcohol base, ammonia, benzene and most household detergents.

INDICATE COMPLY / NON-COMPLIANCE	DESCRIPTION
	2.2.8 The material used must be stable to ultra violet radiation and must be brown webbing.
	3. EVALUATION OF OFFER
	3.1 The requirements of this specification are a minimum.
	3.2 One (1) sample to be submitted with this Bid.
	<p>A test report issued by an independent SANAS Accredited Institution must be submitted with this Bid regarding compliance and/or non-compliance on the following specific paragraphs in this specification:</p> <ul style="list-style-type: none"> • Paragraph 2.1.1: Indicate moulding technique • Paragraph 2.1.3: Single entity • Paragraph 2.1.4: Diameter of shaft and handle • Paragraph 2.1.5: Shaft and handle length • Paragraph 2.1.7: Material of manufactured • Paragraph 2.1.8: Solid construction • Paragraph 2.1.9: Stable to ultra violet light • Paragraph 2.1.11: Softening point for heat stability • Paragraph 2.1.12: Only virgin material • Paragraph 2.1.15: Free from bubbles • Paragraph 2.1.16: Engraved • Paragraph 2.2.2: Strong and corrosion resistant material
	4. GUARANTEE
	4.1 All Tonfa Batons and holders must be guaranteed according to the General Conditions of the Contract.
	5. PACKING FOR DELIVERY
	5.1 Tonfa Batons are to be delivered in cartons of a maximum of fifty (50).
	5.2 Each carton shall bear the following information on the outside of the carton:
	<ul style="list-style-type: none"> • The manufacturers name or trade name of trademark; • A description of the contents; • The quantity; • Order number or contract number.
	6. CERTIFICATE OF COMPLIANCE
	6.1 A Certificate of Compliance (C of C) must be issued for all manufactured Tonfa Batons and Tonfa Baton Rings to provide evidence that both products comply to the requirements of this specification. This Certificate must be issued and signed by an

INDICATE COMPLY / NON-COMPLIANCE	DESCRIPTION
	<p>authorized representative of the Contractor and handed over to the Department of Correctional Services at delivery.</p> <p>NOTE: The Department of Correctional Services have the right to test both items supplied for verification of standards at an Independent SANAS Accredited Institution if and when needed. Cost in this regard will be for the Department of Correctional Services.</p>

**PRICING SCHEDULE –FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES WILL NOT BE CONSIDERED

Name of bidder.....	Bid number HO 6/2021
Closing Time 11:00 on 31 JANUARY 2022	

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO: 4

ITEM NO.	DESCRIPTION:	QUANTITY	BRAND PROVIDED BY SUPPLIER	BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)	TOTAL BID PRICE
4	SUPPLY AND DELIVERY OF KEY BAG WEB	20 000		R.....	R.....
TOTAL					GRAND TOTAL

"ALL APPLICABLE TAXES" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

NOTE : According to the VAT Act, 1991 (Act No. 89 of 1991), all contract prices are inclusive of 15% Value-Added Tax (VAT), except in the case of a person that is not required to register for Value-Added Tax.

At : **DEPARTMENT OF CORRECTIONAL SERVICES (WITBANK MASS STORE)**

Brand and model :

Country of origin :

Does the offer comply with the specification?

Yes	No
-----	----

If not to specification, indicate deviation(s)

Period required for delivery

Delivery firm

Delivery basis (al delivery costs must be included in the bid price)

Are you the actual manufacturer/dealer (who normally keeps stock of the required items)?

Yes	No
-----	----

If not, who is your actual manufacturer/dealer (who normally keeps stock of the required items?) (See BD 27)

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

*Mark the relevant block with an X

If not, who is your actual manufacturer/dealer (who normally keeps stock of the required items?) (See BD 27)

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

*Mark the relevant block with an X

SPECIFICATION: KEY POUCH



SPECIFICATION: KEY POUCH: DEPARTMENT OF CORRECTIONAL SERVICES

INDICATE COMPLY / NOT COMPLY	DESCRIPTION
	1. INTRODUCTION
	1.1 Officials in the Department of Correctional Services need a key pouch to securely keep cell door / section gate keys safe.
	2. MATERIAL
	2.1 General All material shall be supplied and used by the manufacturer.
	2.2 The colour of the base fabric and the sewing thread should be an acceptable match to colour CKS 129-1200c-2004 Autumn brown.
	2.3 Base Fabric Ripblock canvas: 100% Polyester, 400g per m ² .
	2.4 Pres-stud fastener Acceptable oxidized brass pres-stud fastener of the M and F type with base and stud.
	2.5 The Nominal inside diameter of the hole in the F section shall be 10mm, and the stud shall be of japanned brass and shall have a nominal outside diameter of 15mm.
	2.6 Swivel spring-clip Acceptable nickel-plated steel swivel-type spring-clip of nominal overall length 75mm and with attachment ring of nominal diameter 13mm.
	2.7 The base shall be capable of accommodating a webbing of width 20mm.
	2.8 Sewing thread A polyester and cotton core spun thread, ticket no. 20, which complies with the relevant requirements of SABS 1362.
	3. WORKMANSHIP
	3.1 The key pouch shall be made with first-class workmanship throughout and shall be free from defects that affect their appearance or may effect their serviceability (or both), and from marks, spots and stains incurring in the making up.
	3.2 All seams shall be smooth and free from twists, pleats and puckers.
	3.3 All ends of sewing shall have been trimmed and loose thread removed.
	3.4 The key pouches shall be of uniform and acceptable make, colour and finish.

DESCRIPTION	INDICATE COMPLY / NOT COMPLY
4.	DESIGN
4.1	The key pouch shall be of nominal height 15cm, nominal width 10cm and nominal depth 40mm when the flap is closed.
4.2	The design and shape shall conform to the specification.
5.	MAKE
5.1	The body and flap shall be made of rip block canvas.
5.2	The front, the inner base, the back and the flap shall be formed from a length of rip block canvas that is so folded double and stitched that the cut ends form the mitre of the flap (See Fig. 2 and 3).
5.3	The sides and the outer base shall be formed from a length of rip block canvas and at the cross-over of the base; the selvage shall be edge-stitched.
5.4	At the top edge of each side panel, the cut ends shall be folded under 8mm and hemmed to a depth of 10mm.
5.5	Two selvages lock stitched polypropylene webbing, belt loops 20mm wide, each of finished length ± 80 mm shall be so box-tacked to the back of the body that the lower ends of the finished loops are 60mm from the base seam and the outer edges are 15mm from the relevant side seam.
5.6	The ends of each loop shall be folded under 20mm to give a free section of 55mm between the box tacks (See fig. 3).
5.7	A length of selvage lock stitched polypropylene webbing, width 20mm shall be so folded under 20mm at one end and box tacked centrally to the inside of the front of the body to form the key strap that the finished upper end of the strap is positioned 10mm below the top edge of the front of the body (See fig. 1 and 2).
5.8	The free end of the strap shall be passed through the base of the swivel spring-clip, turned under 20mm and secure with a box tack to give the strap a finished length of 600mm.
5.9	The F section of the press-stud fastener shall be positioned on the point of the mitre of the flap, and the M section of the press-stud fastener shall be so positioned centrally on the front of the body, 50mm below the top edge, that the two sections correspond when the flap is closed.
6.	STITCHES, SEAMS AND STITCHINGS
6.1	GENERAL
6.2	All sewing shall be in accordance with SANS 0101.
6.3	SEAMS
6.4	Vertical seams at sides: Seam type Ssa.
6.4.1	Hems at top of side panel: Stitching type Efb.
6.4.2	Number of stitches: 26 ± 2 per 10cm throughout.
7.	EVALUATION OF OFFER
7.1	The requirements of this specification are a minimum.

INDICATE COMPLY / NOT COMPLY	DESCRIPTION
	7.2 One (1) sample to be submitted with tender / price quotation.
	8. PACKING
	8.1 The Key Pouch shall be delivered in a clean and commercially dry condition.
	8.2 Key Pouches must be neatly packed in a box to accommodate 100 per box.
	9. MARKING
	9.1 Each bulk container shall have a label securely attached to the outside.
	This label shall be visible when the containers are stacked and shall provide the following information in legible and durable block letters:- (a) The manufacturer's name (b) Product description: Key Pouches (c) The quantity (d) Year of manufacturing
	10. CERTIFICATE OF COMPLIANCE
	10.1 A Certificate of compliance (C of C) must be issued with each item to provide evidence that the Key Pouch comply to the requirements of this specification.
	10.2 The certificate must be issued and signed by an authorized representative of the contractor and handed over to the Department of Correctional Services at delivery.

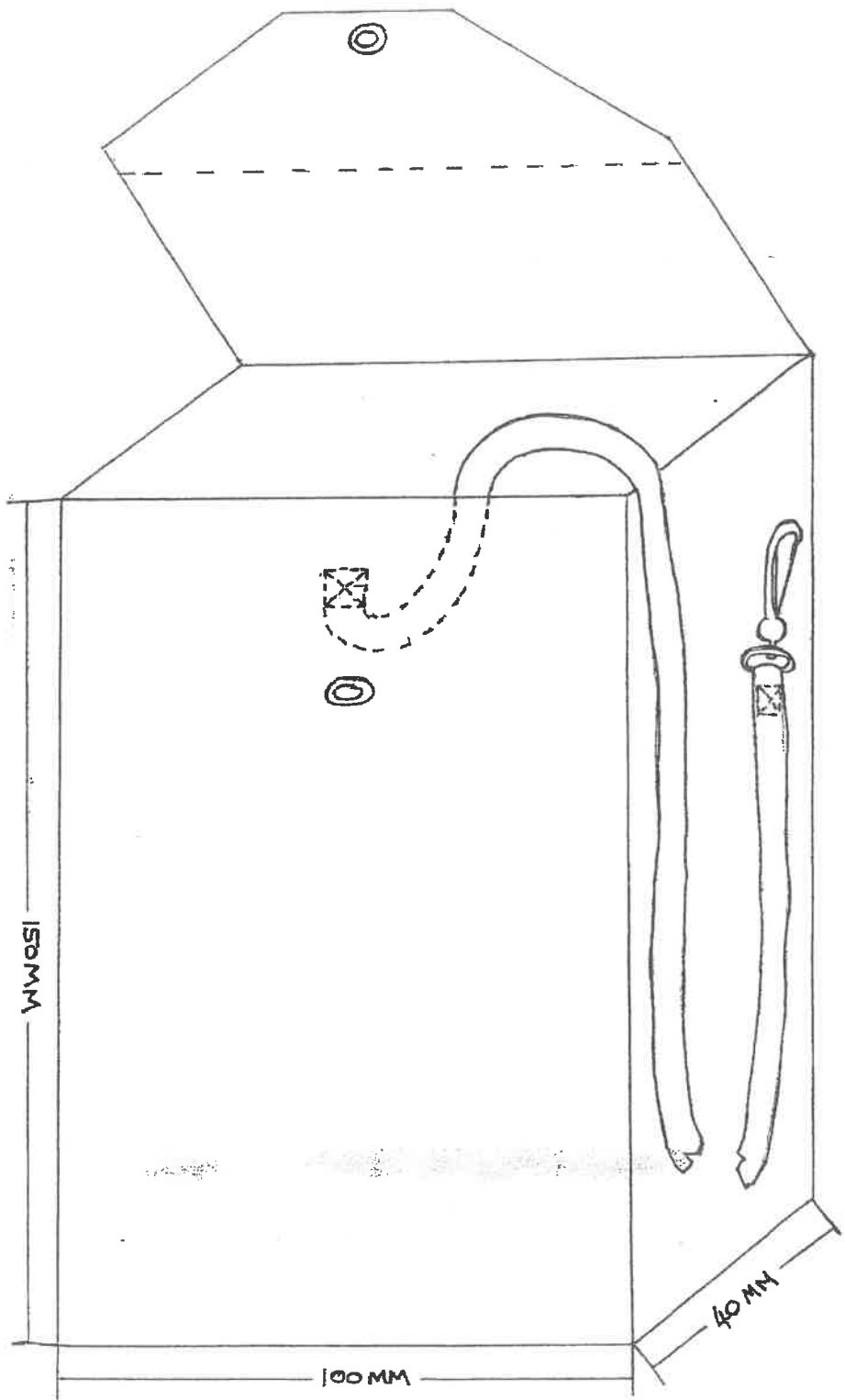


FIG 1 :- 45° VIEW WITH FLAP OPEN

FIG 2:- FRONT VIEW WITH FLAP OPEN AND
SHOWING KEY STRAP

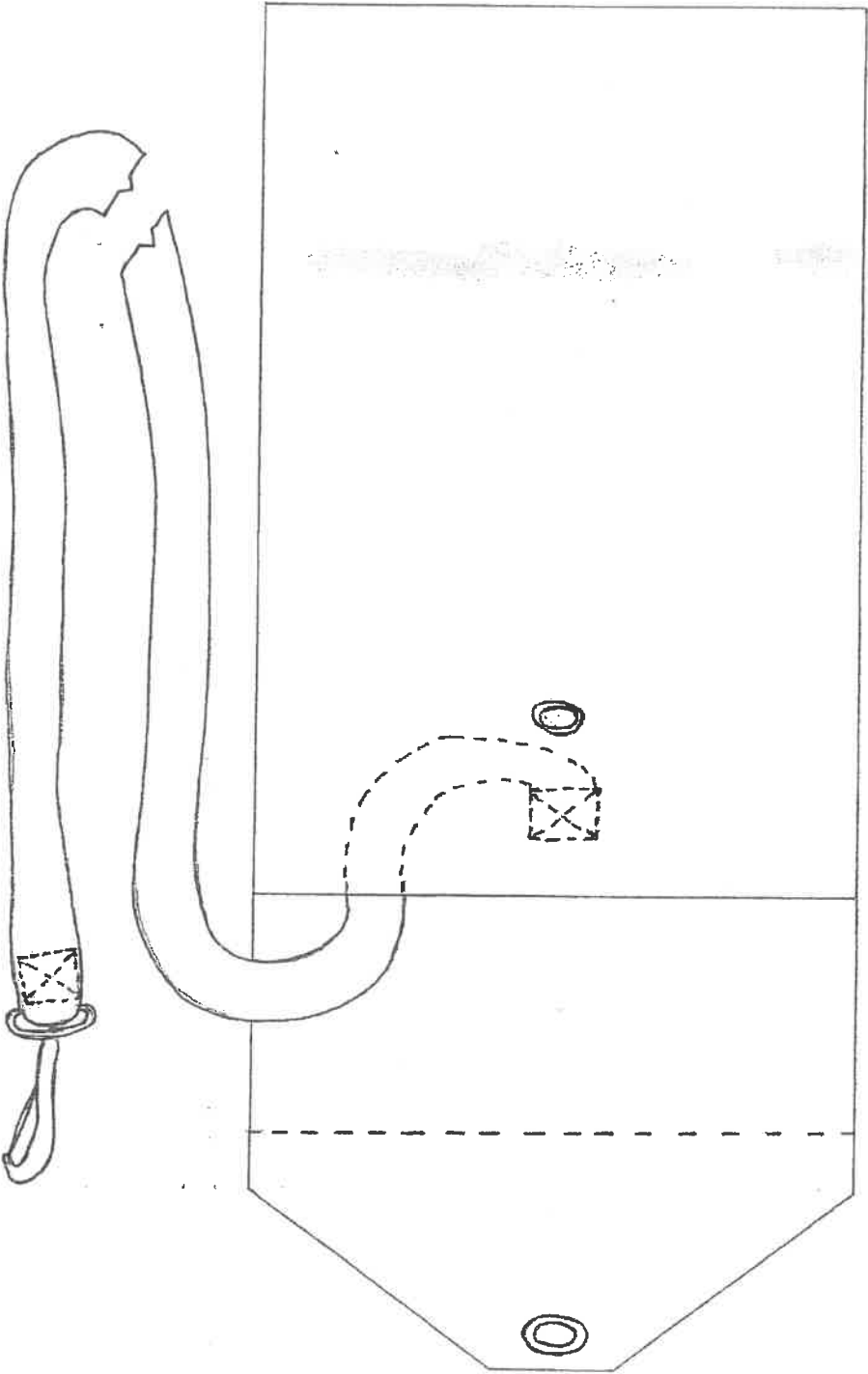
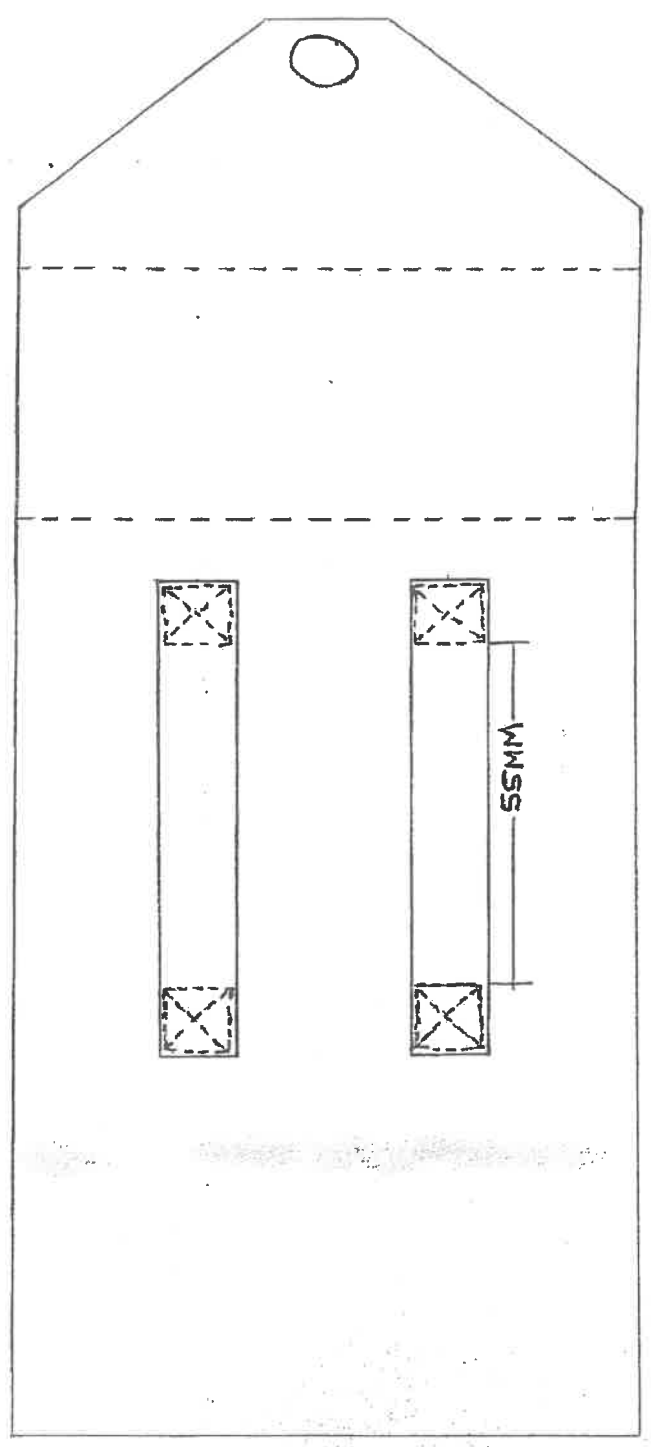


FIG 3 :- BACK VIEW WITH FLAP OPEN AND
SHOWING BELT LOOPS



**PRICING SCHEDULE –FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES WILL NOT BE CONSIDERED

Name of bidder.....	Bid number HO 6/2021
Closing Time 11:00 on 31 JANUARY 2022	

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO: 5

ITEM NO.	DESCRIPTION:	QUANTITY	BRAND PROVIDED BY SUPPLIER	BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)	TOTAL BID PRICE
5	SUPPLY AND DELIVERY OF LEATHER HOLSTERS OF 9MM PISTOLS (BARRETTA AND Z88)	5000		R..... Each	R..... GRAND TOTAL

“ALL APPLICABLE TAXES” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

NOTE : According to the VAT Act, 1991 (Act No. 89 of 1991), all contract prices are inclusive of 15% Value-Added Tax (VAT), except in the case of a person that is not required to register for Value-Added Tax.

At : DEPARTMENT OF CORRECTIONAL SERVICES (WITBANK MASS STORE)

Brand and model :

Country of origin :

Does the offer comply with the specification?

Yes	No
-----	----

If not to specification, indicate deviation(s)

Period required for delivery

Delivery firm

Delivery basis (al delivery costs must be included in the bid price)

Are you the actual manufacturer/dealer (who normally keeps stock of the required items)?

Yes	No
-----	----

If not, who is your actual manufacturer/dealer (who normally keeps stock of the required items?) (See BD 27)

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

*Mark the relevant block with an X

SPECIFICATION: LEATHER HOLSTER FOR 9MM PISTOL (BERETTA & Z88)



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

**SPECIFICATION: LEATHER HOLSTER FOR 9MM PISTOL (BERETTA & Z88):
DEPARTMENT OF CORRECTIONAL SERVICES**

INDICATE COMPLY / NON-COMPLIANCE	DESCRIPTION
1.	<p>SHAPE AND DESIGN</p> <p>1.1 The shape and design of the holster shall conform to the attached photos.</p> <p>1.2 The holster shall be such as to accommodate the 9mm Beretta and Z88 pistol.</p>
2.	<p>CONSTRUCTION</p> <p>2.1 The main body of the holster shall be cut in two pieces.</p> <p>2.2 It shall be slotted to accommodate a 40mm belt.</p> <p>2.3 The two parts shall be stitched together according to the attached photos.</p> <p>2.4 It shall be fitted with a brass, easy release and adjustable press stud device to secure the pistol and the safety clip must be according to the requirements of the Firearms Control Act, Act 60 of 2000.</p>
3.	<p>LEATHER AND ENGRAVING</p> <p>3.1 The holster shall be manufactured out of acceptable quality vegetable-tanned leather which complies with CKS 284.</p> <p>3.2 The flesh side shall be shaved to have a final thickness of between 2.5 and 3.0mm, shall be free from fray cuts and shall be so treated to have the minimal loose fibers.</p> <p>3.3 The grain side shall be free from unacceptable damage such as tick marks, scratches and bacterial attack.</p> <p>3.4 Each holster must be clearly engraved with the wording "DCS" in capital letters.</p>
4.	<p>COLOUR AND FINISH</p> <p>4.1 The holster shall be finished on the grain sides to an acceptable tan colour to at least the depth of the grain layer.</p> <p>4.2 The edges shall be acceptably stained.</p>
5.	<p>SAMPLES</p> <p>5.1 A sample of a holster needs to be submitted with the bid.</p>
6.	<p>CERTIFICATE OF COMPLIANCE</p> <p>6.1 A Certificate of Compliance (C of C) must be issued with each item to provide evidence that the Holster comply with the requirements of this specification.</p> <p>6.2 The Certificate must be issued and signed by an</p>



authorized representative of the contractor and handed over to the Department of Correctional Services at delivery.

**PRICING SCHEDULE –FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES WILL NOT BE CONSIDERED

Name of bidder.....	Bid number HO 6/2021
Closing Time 11:00 on 31 JANUARY 2022	

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO: 6

ITEM NO.	DESCRIPTION:	QUANTITY	BRAND PROVIDED BY SUPPLIER	BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)	TOTAL BID PRICE
6	SUPPLY AND DELIVERY OF KEY SHOULDER STRAPS	12000		R..... Each	R.....
TOTAL					GRAND TOTAL

"ALL APPLICABLE TAXES" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

NOTE : According to the VAT Act, 1991 (Act No. 89 of 1991), all contract prices are inclusive of 15% Value-Added Tax (VAT), except in the case of a person that is not required to register for Value-Added Tax.

At : **DEPARTMENT OF CORRECTIONAL SERVICES (WITBANK MASS STORE)**

Brand and model :

Country of origin :

Does the offer comply with the specification?

Yes	No
-----	----

If not to specification, indicate deviation(s)

Period required for delivery

Delivery firm

Delivery basis (all delivery costs must be included in the bid price)

Are you the actual manufacturer/dealer (who normally keeps stock of the required items)?

Yes	No
-----	----

If not, who is your actual manufacturer/dealer (who normally keeps stock of the required items?) (See BD 27)

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

*Mark the relevant block with an X

SPECIFICATION: KEY SHOULDER STRAP

correctional services
Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA



**SPECIFICATION: KEY SHOULDER STRAP: DEPARTMENT OF
CORRECTIONAL SERVICES**

INDICATE COMPLIANCE / NON-COMPLIANCE	DESCRIPTION
	<p>1. INTRODUCTION</p> <p>Officials in the Department of Correctional Services need a Key Shoulder Strap to securely fasten keys for use at cell doors / section gates.</p>
	<p>2. CONSTRUCTION</p> <p>2.1 The requirements for a Key Shoulder Strap is as follows:</p> <p>2.2 Length: Minimum 1.2 meter (excluding the clip)</p> <p>2.3 Width: 20mm</p> <p>2.4 Colour: Autumn Brown</p> <p>2.5 Webbing: Selvedge lock stitched polypropylene webbing.</p> <p>2.6 Sewing thread: A polyester and cotton core spun thread, ticket no. 20, which complies with the relevant requirements of SABS 1362.</p> <p>2.7 Fitted with a nickel-plated swivel-type spring clip of length between 60mm and 80mm.</p> <p>2.8 The base shall be capable of accommodating a webbing of width 20mm.</p> <p>2.9 Fitted with a sling opening of 300mm.</p> <p>2.10 Stitching: Webbing shall be folded under 20mm at both ends and box tacked.</p> <p>2.11 The overall breaking strength of the Key Shoulder Strap must not be less than 250kg.</p>
	<p>3. WORKMANSHIP</p> <p>3.1 The Key Shoulder Strap shall be made with first-class workmanship throughout and shall be free from defects that affect their appearance or may affect their serviceability (or both), and from marks, spots and stains incurring in the making up.</p> <p>3.2 All ends of sewing shall have been trimmed and loose thread removed.</p>
	<p>4. EVALUATION OF OFFER</p>
	<p>4.1 The requirements of this specification are a minimum.</p> <p>4.2 One (1) sample to be submitted with the offer.</p>
	<p>5. PACKING</p> <p>5.1 The Key Shoulder Straps shall be delivered in a clean and commercially dry condition.</p>

INDICATE COMPLIANCE / NON-COMPLIANCE	DESCRIPTION
	5.2 Key Shoulder Straps must be neatly packed in a box to accommodate 200 per box.
	6. MARKING 6.1 Each bulk container shall have a label securely attached to the outside. 6.2 This label shall be visible when the containers are stacked and shall provide the following information in legible and durable block letters:- The manufacturer's name
	6.3 The manufacturer's name 6.4 Product description: Key Shoulder Strap 6.5 The quantity 6.6 Year of manufacturing
	7. CERTIFICATE OF COMPLIANCE 7.1 A Certificate of Compliance (C of C) must be issued with each item to provide evidence that the Key Shoulder Strap comply with the requirements of this specification.
	7.2 The Certificate must be issued and signed by an authorized representative of the contractor and handed over to the Department of Correctional Services at delivery.

**PRICING SCHEDULE –FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES WILL NOT BE CONSIDERED

Name of bidder.....	Bid number HO 6/2021
Closing Time 11:00 on 31 JANUARY 2022	

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO: 7

ITEM NO.	DESCRIPTION:	QUANTITY	BRAND PROVIDED BY SUPPLIER	BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)	TOTAL BID PRICE
7	SUPPLY AND DELIVERY OF HAND HELD METAL DETECTOR	2 600		R..... Each	R..... GRAND TOTAL

"ALL APPLICABLE TAXES" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

NOTE : According to the VAT Act, 1991 (Act No. 89 of 1991), all contract prices are inclusive of 15% Value-Added Tax (VAT), except in the case of a person that is not required to register for Value-Added Tax.

At : **DEPARTMENT OF CORRECTIONAL SERVICES (WITBANK MASS STORE)**

Brand and model :

Country of origin :

Does the offer comply with the specification?

Yes	No
-----	----

If not to specification, indicate deviation(s)

Period required for delivery

Delivery firm

Delivery basis (all delivery costs must be included in the bid price)

Are you the actual manufacturer/dealer (who normally keeps stock of the required items)?

Yes	No
-----	----

If not, who is your actual manufacturer/dealer (who normally keeps stock of the required items?) (See BD 27)

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

*Mark the relevant block with an X

SPECIFICATION: HAND-HELD METAL DETECTOR

correctional services
Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA



SPECIFICATION: HAND HELD METAL DETECTOR: DEPARTMENT OF CORRECTIONAL SERVICES

DESCRIPTION	COMPLIANCE / NON-COMPLIANCE									
1. INTRODUCTION										
1.1 Officials in the Department of Correctional Services need Hand Held Metal Detectors to detect unauthorized items during searching.										
2. DIMENSIONS										
2.1	<table border="1"> <tr> <td>• Length:</td> <td>300mm</td> <td>450 mm</td> </tr> <tr> <td>• Width:</td> <td>60mm</td> <td>120 mm</td> </tr> <tr> <td>• Thickness:</td> <td>30mm</td> <td>50 mm</td> </tr> </table>	• Length:	300mm	450 mm	• Width:	60mm	120 mm	• Thickness:	30mm	50 mm
• Length:	300mm	450 mm								
• Width:	60mm	120 mm								
• Thickness:	30mm	50 mm								
2.2										
2.3										
3. MASS										
3.1 The unit must not exceed the weight of 500 grams (Battery included) to prevent operators fatigue.										
4. CONSTRUCTION AND ENGRAVING										
4.1 The construction of the unit must be of a high grade durable plastic to ensure a robust structure and durability.										
4.2 The inner parts should be rigidly mounted.										
4.3 Preferably the unit must be presented in the colour black.										
4.4 Battery must be changeable without the use of any tools.										
4.5 Each hand held metal detector must be clearly engraved with the wording "DCS" in capital letters.										
5. FACILITIES										
5.1 The detector should be able to detect a one rand piece at a distance of 50mm.										
5.2 Detector sensitivity must be factory set and fit in such a position that it is tamper proof.										
5.3 Detector needs a sharp audible alarm and a bright LED light indicates the detection of metal.										
5.4 Buzzer must be located in such a position that it would be impossible to be damaged from the outside.										
5.5 The following must be indicated by the unit:-										
5.6	<ul style="list-style-type: none"> • Power up 									
5.7	<ul style="list-style-type: none"> • Metal detected 									
5.8	<ul style="list-style-type: none"> • Battery low 									
5.9 A push button or an ON / OFF switch must be used to operate the detector to prevent unwanted battery use.										
5.10 The unit must be able to detect ferrous and non-ferrous metals.										

COMPLIANCE / NON- COMPLIANCE	DESCRIPTION
	5.11 Needs to auto tune and battery check when turn on.
	5.12 The unit should be simple to use.
	6. POUCH
	6.1 Each unit should be provided with a carry pouch in colour autumn brown.
	6.2 The pouch must be fitted with belt loops which will easily accommodate a waist belt with a width of 40mm.
	6.3 The pouch must be manufactured from a heavy duty autumn brown material.
	7. POWER SOURCE
	7.1 The unit must be powered by a 9 Volt dry cell battery and be included.
	8. USER MANUAL
	8.1 A User Manual must be included with each Unit indicating the usage, cleaning, maintenance, identification of defects, etc.
	9. SAMPLING
	9.1 Bidders need to submit with their Bid one (1) sample for functional evaluation by Correctional Services. Non-compliance to this will invalidate the Bid.
	10. SERVICE
	10.1 The supplier should be able to provide repair works and servicing of the unit, if necessary.
	11. GUARANTEE
	11.1 The unit must be guaranteed for a period of 12 months.
	12. CERTIFICATE OF COMPLIANCE
	12.1 A Certificate of Compliance (C of C) must be issued with each item to provide evidence that the Hand Held Metal Detector comply to the requirements of this specification.
	12.2 The Certificate must be issued and signed by an authorized representative of the contractor and handed over to the Department of Correctional Services at delivery.

**PRICING SCHEDULE –FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES WILL NOT BE CONSIDERED

Name of bidder.....	Bid number HO 6/2021
Closing Time 11:00 on 31 JANUARY 2022	

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO: 8

ITEM NO.	DESCRIPTION:	QUANTITY	BRAND PROVIDED BY SUPPLIER	TAXES IN RSA APPLICABLE (ALL TAXES INCLUDED)	TOTAL BID PRICE
8	SUPPLY AND DELIVERY OF WHISTLES	30 000			R.....
					R.....
					GRAND TOTAL

"ALL APPLICABLE TAXES" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

NOTE : According to the VAT Act, 1991 (Act No. 89 of 1991), all contract prices are inclusive of 15% Value-Added Tax (VAT), except in the case of a person that is not required to register for Value-Added Tax.

At : **DEPARTMENT OF CORRECTIONAL SERVICES (WITBANK MASS STORE)**

Brand and model :

Country of origin :

Yes	No
-----	----

Does the offer comply with the specification?

If not to specification, indicate deviation(s)

Period required for delivery

* Delivery firm

Delivery basis (all delivery costs must be included in the bid price)

Yes	No
-----	----

Are you the actual manufacturer/dealer (who normally keeps stock of the required items)?

If not, who is your actual manufacturer/dealer (who normally keeps stock of the required items?) (See BD 27)

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

*Mark the relevant block with an X

SPECIFICATION: WHISTLE WITH LANYARD

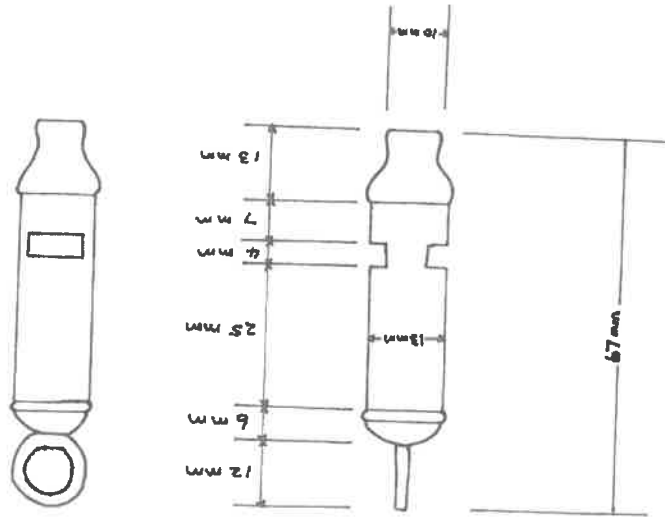


correctional services
Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

SPECIFICATION: WHISTLE WITH LANYARD: DEPARTMENT OF CORRECTIONAL SERVICES

COMPLIANCE / NON-COMPLIANCE	DESCRIPTION
	<p>1. INTRODUCTION</p> <p>1.1 Officials in the Department of Correctional Services need a whistle with a lanyard to make alarm during escapes, assaults and riot situations inside or outside Correctional Centers.</p>
	<p>2. MATERIAL</p> <p>2.1 All material shall be supplied and used by the manufacturer.</p>
	<p>3. DESIGN</p> <p>3.1 Whistles shall be brass, nickel-plated, double tone discord.</p> <p>3.2 Dimensions: As per attached sketch.</p> <p>3.3 Tolerances: Thickness of base metal: ± 0.03 mm Outer dimensions: Overall length and width: ± 1 mm</p> <p>3.4 The design and shape of the whistle shall conform to the specification.</p> <p>3.5 The adjustable shoulder strap shall be manufactured from weaved polyester cord, colour green to fit over the shoulder.</p> <p>3.6 The thickness of the cord shall be 5mm with a tolerance of 1mm and the length will be 900mm with a tolerance of 30mm.</p> <p>3.7 The lanyard shall be fitted with a match-able spring loaded nickel plated clip to secure the whistle.</p>
	<p>4. WORKMANSHIP</p> <p>4.1 The whistle and lanyard shall be made with first-class workmanship throughout and shall be free from defects that affect their appearance or may affect their serviceability (or both), and from marks, spots and stains incurring in the making up.</p>

COMPLIANCE / NON-COMPLIANCE	DESCRIPTION
	4.2 The whistle and lanyard shall be of uniform and acceptable make, colour and finish.
	5. EVALUATION OF OFFER 5.1 The requirements of this specification are a minimum. 5.2 One (1) complete sample to be submitted with this Bid.
	6. PACKAGING 6.1 Each whistle with the lanyard shall be neatly individually packed in a small plastic bag and dispatched in a carton that contains 500 whistles.
	7. MARKING AND ENGRAVING OF WHISTLE 7.1 Each bulk container shall have a label securely attached to the outside. 7.2 This label shall be visible when the containers are stacked and shall provide the following information in legible and durable block letters:- (a) The manufacturer's name (b) Product description: Whistle with Lanyard (c) The quantity (d) Year of manufacturing 7.3 Each whistle must be clearly engraved with the wording "DCS" in capital letters.
	8. CERTIFICATE OF CONFORMANCE 8.1 A Certificate of Conformance (C of C) must be issued with each item to provide evidence that the whistle with lanyard conforms to the requirements of this specification. 8.2 The certificate must be issued and signed by an authorized representative of the contractor and handed over to the Department of Correctional Services at delivery.



DESCRIPTION: WHISTLES
DEPARTMENT OF CORRECTIONAL SERVICES

COMPLIANCE CHECKLIST TO ASSIST BIDDERS WITH COMPLETION OF BID DOCUMENTS
BID HO 6/2021: SUPPLY AND DELIVERY OF SECURITY EQUIPMENT AT WITBANK MASS STORE:
DEPARTMENT OF CORRECTIONAL SERVICES

Did you take note of the contents of the General Conditions of Contract & BD 4.1: Special Conditions of Contract?		Very important
Yes	No	
		1.
PRE QUALIFYING CRITERIA (See par 7.1 of the BD 4.1: Special Conditions)		
Did you take note that only bids with a BBBE level one (1) to four (4) will be considered? Attached original certified copy of BBBE OR sworn affidavit.		1.1
MANDATORY CRITERIA (See par 7.2. of the BD 4.1: Special Conditions)		2.
Did you take note that bidders must ensure that their tax matters are in order for the duration of the contract by verifying their Tax Status on the Central Supplier Database? (Special Conditions par 7.2.1)		2.1
If you are not the actual manufacturer and source the products from another company, did you completed BD 27 certification of supply arrangement with the supplier/manufacturer or attach a supplier's letter confirming arrangement? (See Special Conditions – BD 4.1 par 7.2.2)		2.2
Did you take note that only local produced products will be considered, otherwise a written authorization from Department of Trade and Industry to import such materials? BD 4.1 par 7.2.3)		2.3
Did you indicate compliance in the specification with specification? (See Special Conditions par 7.2.4)		2.4
Did you provide contactable reference of the current and previous client where business was gained in the last four months? (Special Conditions par 7.2.5)		2.5
Did you provide annual financial statement that are not older than two (2) years or letter from accountant/ auditor stating that is a going concern? (Special Conditions par 7.2.6)		2.6
Did you provide sample of each item to be procured? (Special Conditions par 7.2.8)		2.7
Did you bid for all sub-items of each item? (Special Conditions par 7.2.8.)		2.8
SUBMISSION OF BIDS		3.
Bids should be submitted in a separate sealed envelope or suitable cover on which the name and address, the bid number and the closing date must be clearly endorsed.		3.1

3.2	Did you complete and sign the SBD 1 (Invitation to Bid Form)?		
3.3	Did you take note that prices for this contract are firm for the first six month from the signing of contract , where after price adjustment would only be considered on the six-monthly basis? (Special Conditions par 13).		
3.4	Did you complete the preference claim form (SBD 6.1) w.r.t BBEE points?		
3.5	Did you attach a certified BBEE certificate in support of your claim?		
3.6	Did you attach a list of contactable details of current or previous clients?		
4.	LATE BIDS		
4.1	Bids received after the closing date and time will not be accepted for consideration and where practicable, be returned unopened to the bidder at the address indicated in the envelope		
5.	DECLARATIONS		
5.1	Did you familiarize yourself with the contents of the Declaration of Interest (SBD 4) and did you indicate your declaration (if applicable)?		
5.1.1	Did you sign the Declaration of Interest SBD 4 form?		
5.2	Did you familiarize yourself with the contents of Declaration Of Bidder's Past Supply Chain Management Practices?(SBD 8)		
5.2.1	Did you declare past supply chain management practices e.g. Fraud, improper conduct, failed to perform on any previous contract?		
5.2.2	Did you sign the declaration SBD 8?		
5.3	Did you familiarize yourself with the contents of the Independent Bid Determination (SBD 9)?		
5.3.1	Did you sign the Independent Bid Determination form.(SBD 9)		
5.	Take note that no late bids will be considered!		