

Eastern Cape

PARKS & TOURISM AGENCY

BID NO 19/FY/24

THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER LAW ENFORCEMENT AND CAMPING EQUIPMENT FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A PERIOD OF TWO (2) YEARS ON AN “AS AND WHEN” REQUIRED BASIS

ADVERTISEMENT DATE:	20 OCTOBER 2023
CLOSING DATE:	1ST DECEMBER 2023 at 11H00AM
ADDRESS:	ECPTA Offices 17-25 Oxford Street, East London
BIDDER NAME:	
CSD NUMBER:	
PRICE OFFER FOR 3 YEARS	
PRICE OFFER FOR OPTIONAL 2 YEARS	
ESTIMATED BID PRICE FOR 5 YEARS	



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MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
CENTRALIZED SUPPLIER DATABASE REPORT (FULL CSD REPORT) NOVEMBER 2023	
Signed General conditions of contract	
Bidders Disclosure (SBD 4)	
Preference Claim Form (SBD 6.1)	
Declaration certificate for local production and content (SBD 6.2)	
SBD 6.2 - Annexure C	
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Joint Venture Declaration Form	
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ID Copies of Directors	
CIPC registration certificates	
Medical certificate for disability Preference Points Claim	
Municipal account or Proof of Address or lease agreement	



TENDER NOTICE

BID NO.19/FY/24

Bids are hereby invited for **THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER LAW ENFORCEMENT AND CAMPING EQUIPMENT FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A PERIOD OF TWO (2) YEARS ON AN “AS AND WHEN” REQUIRED BASIS.**

The Eastern Cape Parks and Tourism Agency (ECPTA), established and mandated in terms of the Eastern Cape Parks and Tourism Agency Act (2 of 2010), is responsible for the management of certain protected areas in the Eastern Cape. In order to achieve its management objectives, the Agency requires the services of an experienced service provider for **THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER LAW ENFORCEMENT AND CAMPING EQUIPMENT FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A PERIOD OF TWO (2) YEARS ON AN “AS AND WHEN” REQUIRED BASIS.**

Bid documents outlining detailed specifications will be made available from Wednesday 25TH of **October 2023** **“FREE OF CHARGE”**. Documents can be downloaded from the ECPTA website: www.visiteasterncape.co.za/corporate/procurement/tenders or National Treasury e-tender portal: www.etenders.gov.za

Evaluation Criteria

A three (3) Stage Evaluation process will be employed. In Stage 1 all bids received will be evaluated based on compliance with bid requirements. Only bidders who meet all the criteria for compliance with bid requirements will proceed to Stage 2 where bids will be evaluated on-site inspections. Bidders who comply with all the requirements of site verifications will proceed to Stage 3 for Price and Specific Goals in accordance with the Preferential Procurement Regulations of 2022 utilizing 80/20 preference point system.

Stage 1: Compliance with bid requirements

Bidders must comply with the set of compliance requirements listed.



Stage 2: Site Inspection

Bidders who comply with all the compliance requirements in Stage 1 will be subjected to site inspection. Site inspections will be assessed against the criteria and weighting specified in the table below. Each criterion will be scored on the information presented by the bidders during site visits. The allocated scores will then be added together, and bidders should obtain a minimum of **80** points out of 100 to proceed to the next stage of evaluation. Bidders who fail to obtain **80** points out of 100 will not be considered for Stage 3 evaluation i.e., Price & Specific Goals.

Stage 3: Price & Specific Goals

Criteria	Points Available
Price	80
Specific Goals	20
Total	100

Completed bid documents accompanied by all necessary documents are to be placed in a sealed envelope with the bid name and number (as given above) clearly written in an envelope. **All bids must be deposited in the Tender Box, at the offices of the Eastern Cape Parks and Tourism Agency at No. 17-25 Oxford Street (Corner of Fleet Street & Oxford Street), by not later than 11h00 on Friday, 1st of December 2023, the bids will be opened in public.**

For all enquiries regarding the bid document please contact Ms. Unathi Zinganto for technical enquires at 043 492 0871 during working normal hours, email unathi.zinganto@ecpta.co.za or for technical enquires at 043 492 0720 during working normal hours, email Unathi.zinganto@ecpta.co.za contact Mr. Contact Mr. Sherwyn Mack at 043 492 0720 during working normal hours, email sherwyn.mack@ecpta.co.za



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EASTERN CAPE PARKS & TOURISM AGENCY					
BID NUMBER:	19/FY/24	CLOSING DATE:	01 December 2023	CLOSING TIME:	11h00am
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER LAW ENFORCEMENT AND CAMPING EQUIPMENT FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A PERIOD OF TWO (2) YEARS ON AN "AS AND WHEN" REQUIRED BASIS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
17-25 Oxford Street, Cnr. Oxford and Fleet Street					
East London					
5201					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Unathi Zinganto		CONTACT PERSON	Mr. Sherwyn Mack	
TELEPHONE NUMBER	043 492 0871		TELEPHONE NUMBER	043 492 0720	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Unathi.zinganto@ecpta.co.za		E-MAIL ADDRESS	sherwyn.mack@ecpta.co.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:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					



<p>1</p> <p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>2</p> <p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES, ANSWER PART B:3]</p>
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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.



PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>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.”</p>

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:



TERMS OF REFERENCE

1. Background

The service provider is expected to supply law enforcement and camping equipment (goods) to the ECPTA for a period of 3 years with an option to extend for a further period of 2 years.

2. Supply of equipment

The service provider must supply ECPTA with goods listed in table 1 below. Quantities listed below are both indicative and for benchmarking purpose, they may vary from year to year. Where ECPTA refers to a particular brand it is for quality and performance reasons. Similar, equivalent, or better products with the same quality and performance standard will be considered. The list of items below is not exhaustive. Items of a similar nature and in the same category i.e., law enforcement, camping equipment not indicated below may be required from the successful bidder **as and when required.** All products must be SABS approved.

TABLE 1: LIST OF EQUIPMENT

Description	Size	Quantity
BACKPACKS		
Hiking Backpack	25L	20
Hiking Backpack	28L	20
Hiking waterproof Backpack	75L	10
Tactical Backpack with 3 Molle Bags	55L	20
Camelback hydration Backpack	2L	10
Camelback hydration Backpack	3L	10
Water Hydration Bladder	2L	10
Water Hydration Bladder	3L	10
CARRIER BAG/ VEST		
Tactical outdoor Vest (Black)	Large	20
Tactical outdoor Vest (Black)	Medium	20
Molle Palate Carrier /Vest	Large	20
Molle Palate Carrier /Vest (Black/ olive Green)	Medium	20
Sniper 3D Flex parka jackets	Large	10
Sniper 3D Flex parka jackets	Medium	10



Sniper 3-d shooters gloves	Large	20
EQUIPMENT		
Retractable Baton	50cm	10
Security Baton	50cm	20
Extendable Baton	50cm	10
Stun Gun Type 1188 (Taser)	Each	20
Stun Gun Type 800 (Taser)	Each	20
Trigger Stick Gen Tripod	Each	20
984FT Digital Infrared Night Vision	Each	20
Binocular Bushnell 10x42 engage	Each	10
Binocular Bushnell 10x42 H2O Dark blue roof	Each	10
Binocular Bushnell 10x42 prime roof prism	Each	10
Binocular Vortex Crossfire 10x42mm	Each	10
Ceramic/aramid plate	300x250mm	10
Double Lock steel handcuff (Black)	Each	20
Black Heavy Duty Handcuff pouch	Each	10
Leatherman curl black nylon peg	Standard	10
Leatherman Rev silver	Standard	10
Leatherman wingman nylon sheath box	Standard	10
Pepper spray direct	100ml	10
Pepper spray pouch	100ml	10
Garmin 78SC water proof marine GPS	Each	15
Garmin GPS Map 78S	Each	15
LIGHTS		
Gamepro bubo 1040 lumen spotlight	Extra Large	15
Gamepro bubo 600 lumen spotlights	Each	10
Gamepro Ninxon 1000 lumen rechargeable spotlight	Each	10
Zartek torch 1000 Lumen LED Rechargeable Handheld spotlight	Each	10
Zartek torch 6300 Lumen LED Rechargeable Handheld spotlights	Each	20
Zartek 2000 lumen LED rechargeable spotlight	Each	10
HR25 Rechargeable Headlamp	Each	10
Headlamp Scorpio supaled 220 Lumens	Each	10
Omega Inverter 450W OP	Each	20
Omega Inverter 800W OP	Each	20
Bwine F7 GPS Camera Drone	Each	5
CAMPING EQUIPMENT		



Sleeping Bag 4 seasons (Light)	240 x 90cm	10
Sleeping Bag 5-10 degree	240 x 90cm	10
Water proof Groundsheet	3,6m X 5m	10
Water proof Groundsheet	2,5m X 2,5	10
Water bottles	20L	20
Metal Water bottles	500ML	40
Metal water bottles	1L	40
Storage Container	50L	10
Storage Container	100L	10
2 Sleeper tent	145 X 205 X100cm	10
4 Sleeper tent	200x200cm x135(h)	10
6 Sleeper tent	200x200cm x105(h)	10
Roll Up Camping Mattress	50mm	10
Folding Camping Mattress	1980mm(l) x680m(w) x75 (h)	10
First Aid Kit Metal box – Office Regulation 7 (49 items)	Each	20
Cadac Power Cooker to be used with 3/5/7 kg cylinder	Each	10
Cadac Portable Gas Stove (single plate)	295mm (l) x 340mm (w) x 110m (h)	10

2.1. Delivery points

The service provider is expected to deliver and off load the required equipment at the offices listed in Table 2 below. Delivery period must be within **72 hours** once the purchase order is successfully placed.

Table 2: Location of Offices

Office/ Nature Reserve	Location of Nearest Town/City	Latitude	Longitude
ECPTA Head-office	East London	-33.0203136	27.9052288
Marine and Coastal Cluster (Regional Office)	Mthatha	-31.5931325	31.5931325
Biodiversity and Heritage cluster Island Nature Reserve	Port Elizabeth	-33.9871882,	25.357834,14
Tsolwana (Commando Drift)	Tarkastad	-32,146339	26,444114



3. Evaluation Criteria

A three (3) Stage Evaluation process will be employed. In Stage 1 all bids received will be evaluated based on compliance with bid requirements. Only bidders who meet all the criteria for compliance with bid requirements will proceed to Stage 2 where bids will be evaluated on-site inspections. Bidders who comply with all the requirements of site verifications and obtain a minimum score of **80 points out of 100** will proceed to Stage 3 for Price and Specific Goals in accordance with the Preferential Procurement Regulations of 2022 utilizing 80/20 preference point system.

Stage 1: Compliance with bid requirements

Bidders must comply with the set of compliance requirements listed below. Failure to comply with any of the below requirements will lead to immediate rejection of the bid.

NO	COMPLIANCE
1.	<p>Experience</p> <p>The Bidder must submit a minimum of <u>three reference letters</u> for the supply and delivery of law enforcement / camping equipment or similar equipment to current and / or previous clients with a minimum value of R500 000 per contract. Proof of experience must be submitted in <u>ANY</u> of the following documents and must include the period of assignment (clearly stating start and end date), type of services offered and be on a client’s letterhead:</p> <ul style="list-style-type: none"> a) Appointment letters b) Reference letters; and c) Copies of contracts or SLA d) Purchase Orders (for rate-based contracts)
2.	<p>Bank Rating Certificate</p> <p>The bidder must have a Bank Rating C or higher. Bank Rating with Code D or lower will not be considered. The Bank Rating Certificate must be stamped by the issuing Bank and must be dated not older than three (3) months.</p>



	<p>NB: Bank Rating Certificates dated older than three (3) months will not be considered.</p> <ul style="list-style-type: none"> • Bank Rating Certificates which are neither dated nor stamped will not be considered • Bank account confirmation letters will not be considered for evaluation.
<p>3.</p>	<p>Catalogue</p> <p>The Bidder must provide a copy of their own company catalogue that entails the equipment entailed in the Terms of Reference. Only catalogues belonging to the bidding company will be considered as evidence. Catalogues that belong to other companies other than the bidding will not be accepted as evidence. Authenticity of catalogues will be verified on site visits (stage 2).</p> <p>NB: A sample of Items listed on the catalogue will be verified against items on stock to verify authenticity of the catalogue.</p>
<p>4.</p>	<p>Delivery/ Transport Strategy</p> <p>The bidder must submit proof of ownership of distribution vehicle or arrangement/agreement with courier company for transportation. The proof of delivery/transport strategy must be submitted in <u>ANY</u> of the following documents:</p> <ul style="list-style-type: none"> a) Proof of registration or b) Proof of purchase; or c) Lease agreement with owner; or d) Proof of arrangement with courier company <p>NB: The vehicle must be registered in the name of the bidding company. In cases where the vehicle will be hired, a copy of an agreement between the bidder and the hiring / courier company must be submitted with the bid.</p>

NB: Failure to meet any of the compliance listed below will lead to disqualification of the bid.



Stage 2: Site Inspection

Bidders who comply with all the compliance requirements in Stage 1 will be subjected to site inspection. Site inspection will be assessed against the criteria and weighting specified in the table below. Each criterion will be scored on the information presented by the bidders during site visits. The allocated scores will then be added together, and bidders should obtain a minimum of **80** points out of 100 to proceed to the next stage of evaluation. Bidders who fail to obtain **80** points out of 100 will not be considered for Stage 3 evaluation i.e., Price & Specific Goals.

No	In-loco Inspection Criteria	Weighting
1	<p>Branded Office Building/ Warehouse</p> <ul style="list-style-type: none"> • The bidder must have an operating office space/ warehouse. The office space/ warehouse must be branded with the bidder’s logo clearly visible and hold stock of the majority of the equipment detailed in the scope of work = 20 points • Verification of existence of Office Equipment i.e., workstations, telephones, computers, printing machines = 10 points 	30
3	<p>Staff Availability</p> <p>Bidder to provide an organogram and demonstrate availability of the following staff members.</p> <ul style="list-style-type: none"> • Administration Staff = 5 points • Logistics / Delivery Staff = 10 points • Account Management = 10 points <p>NB: The existence of the above staff members will be verified on site. Identity Documents and proof of employment would be required.</p>	25



4	<p>Quality Management System / Contingency Plan</p> <ul style="list-style-type: none"> • Bidder needs to demonstrate how the quality management processes are undertaken. Bidders will be required to provide a copy of a Quality Management Policy / Plan = 5 points • Bidders must submit a contingency plan for any disruptions that may be experienced during the implementation of the contract = 5 points • Customer Satisfaction Management System =5 points 	15
5	<p>Catalogue</p> <p>Bidders must provide a copy of a catalogue for the equipment on stock. A sample of Items listed on the catalogue will be verified against items on stock to verify authenticity of the catalogue= 20 points</p>	20
6	<p>Financial/ Ordering Systems in place</p> <ul style="list-style-type: none"> • Does the bidder currently have a financial or ordering system in place which will gather and provide the information when needed = 10 points <p style="text-align: center;">Yes= 10 points No = 0 points</p> <p>Provide evidence- report from the system indicating some or more than the listed fields.</p>	10
7	Total	100

Each criterion will be scored on the information presented by the bidders during site visits. The allocated scores will then be added together, and bidders should obtain a minimum of **80** points out of 100 to proceed to the next stage of evaluation. Bidders who fail to obtain **80** points out of 100 will not be considered for Stage 3 evaluation i.e., Price & Specific Goals.



Stage 3: Price & Specific Goals

Criteria	Points Available
Bid Price	80
Specific Goals	20
Total	100

A tenderer failing to submit proof of Specific Goals claimed or is a non-compliant contributor to Specific Goals may not be disqualified but may only score point out of 80, and scores 0 points out of 20 for Specific Goals. Price and Specific goals points will be calculated as described in the Preferential Procurement Regulations of 2022. SBD 6.1 form must be used to claim points for specific goals for the company. A copy of CSD report or (CIPC certificate, Trust registration, ID Copies of director), Medical Certificate (where applicable) and Proof of Address must be submitted as proof of specific goals. Failure to submit the acceptable evidence for claiming Specific Goals the company will automatically score zero.

POINTS FOR SPECIFIC GOALS				
Specific Goals Category	Weighting (of 20 Points)	Number points	of	Acceptable Evidence
Local Production and Content	40%	8		Fully completed SBD 6.2 and Annexure C
Bidders meet the stated Minimum Threshold required		0		
Bidder does not meet the stated minimum Threshold				
>51% Historically Disadvantaged Individuals Ownership	20%	4		<u>CSD report</u>
(South African citizen - who, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993))		2		<u>Or</u> CIPC certificate & ID Copy
10-50% HDI Ownership		0		
<10% HDI Ownership				
>51% Youth Ownership	15%	3		<u>CSD report</u>



10-50% Youth Ownership		1.5	<u>Or</u>
<10% Youth Ownership		0	CIPC certificate & ID Copy
>51% Women Ownership	35%	2	CSD report/ CIPC Certificate
10-50% Women Ownership		1	
<10% Women Ownership		0	
Locality (Enterprises located in the Eastern Cape Province)	10%	2	<u>Valid Proof of Address.</u>
Enterprise located outside the Eastern Cape		0	Municipal Council Letter <u>Or</u> Lease Agreement/ <u>Or</u> Statement of Account
			<i>Proof must be valid at the time of submission</i>
>51% Disability Ownership	15%	1	Medical certificate
10-50% Disability Ownership		0.5	
<10% Disability Ownership		0	
TOTAL	100%	20	

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

General Conditions of the Bid

- The Eastern Cape Parks and Tourism Agency Supply Chain Management Policy will apply.
- Bidders must be registered with the Treasury Central Supplier Database (CSD) and submit a full copy of the CSD report for the month of November 2023.
- Service providers who are not registered with the National Treasury Central Database of Suppliers must visit www.csd@treasury.gov.za to register their companies, after the completion of the registration report, a summary report must be included to their bid documents
- Eastern Cape Parks and Tourism Agency does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid.



- The award of this bid may be subjected to price negotiation with the preferred bidder(s)
- Bids which are late, incomplete, unsigned, or submitted by facsimile or electronically will not be accepted.
- ECPTA reserves the right to terminate the contract if it is not satisfied with the work produced by the service provider. Only bidders that have met the requirements of the proposal / specification shall be considered during the adjudication process.
- The ECPTA Bid Committee and the Supply Chain Management Unit may, before a bid is adjudicated or at any time during the bidding process, oblige a bidder to substantiate any claims it may have made in its bid document
- Bids submitted are to hold good for a period of **150** days

Special conditions of the bid

- Quantities and items listed above are both indicative and for benchmarking purpose; they may vary from a year to year.
- Service Providers are requested to give rates per item over a five (5) year period.
- ECPTA will forward orders as and when required.
- ECPTA fully expect to work with the supplier during the implementation period to standardize some products, make generic substitutions and add certain products that are not currently listed.
- All prices must be quoted in rands and cents. Bidders must quote on the exact items, unit of measure and quantity specified [i.e., ensure that if you are pricing per “box” or “pack”, that your “box” or “pack” contains the same quantity of items of those listed. Failure to comply with this instruction will disqualify a bidder from consideration.
- All products must be SABS approved.
- When ECPTA refers to a patented product or the name of a manufacturer or certain trademark or brand, it shall only be to indicate the type, or the quality of the product required and not to limit the competition to that particular brand.



GENERAL CONDITIONS OF THE BID

1. Interpretation

The word "Bidder" in these conditions shall mean and include any firm or any company or body incorporated or unincorporated.

The word "ECPTA" in these conditions shall mean the Eastern Cape Parks & Tourism Agency.

2. Extent of the bid

This contract is for the provision of the services as detailed in the attached Specification (page 9-11).

3. Contract to be Binding

The formal acceptance of the Purchase Order by the ECPTA will constitute a contract binding on both parties. A service level Agreement will be signed by both parties

4. Mode of the Bid

All Bids shall be completed and signed: All forms, annexure, addendums, and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or any Bid will not necessarily be accepted.*** The ECPTA wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

5. Quality

Should the specifications and / or descriptions not address any aspects of quality as specified, clarity should be provided to the ECPTA prior to the submission of a quotation.

6. Insurance Claims, etc.

The ECPTA shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The company shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfillment of this contract and shall indemnify the ECPTA against all risks or claims which may arise. It will be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to ECPTA for scrutiny.



7. Signing of Documents

Bidders are required to return the complete set of documents duly signed.

8. Period of Validity for Bids and withdrawal of Bid after Closing Date

Bids are to be held valid and binding for 150 days from the closing date of submissions (calculated from, but not including, the due date).

9. Penalty Provision

Should the successful Bidder:

- a. Withdraw the Bid during the afore-mentioned period of validity; or
- b. Advise the ECPTA of his / her / their inability to fulfill the contract; or
- c. Fail or refuse to fulfill the contract; or
- d. Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the ECPTA:

All expenses incurred by the ECPTA to advertise for or invite and deliberate upon new Bids, should this be necessary.

The difference between the original accepted Bid price and:

- (i) A less favorable (for the ECPTA) Bid price accepted as an alternative by the ECPTA from the Bids originally submitted; or
- (ii) A new Bid price.

10. Value Added Tax

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total. VAT must be included in the Bid price but must be shown separately.

11. Price Escalation

To be provided on the pricing schedule over the full five-year period.

12. Authority to Sign Bid Documents

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the ECPTA at the time of submission of the Bid that the Bid has been



signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.

13. Samples

N/A

14. Duration of the Bid

The contract period is for Three years with an option to extend for a further period of two years.

15. Delivery Periods

Delivery period must be within **72 hours once** the purchase order is successfully placed. The successful bidder will liaise with Ms. Unathi Zinganto– 043 492 0871

16. Closing Date / Submitting of Quotations

Bids must be submitted in sealed envelopes clearly marked **“THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER LAW ENFORCEMENT AND CAMPING EQUIPMENT FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A PERIOD OF TWO (2) YEARS ON AN “AS AND WHEN” REQUIRED BASIS.” - BID NO. 19/FY/24**” Quotations must be deposited in the Bid Box, 17-25 Oxford Street (Cnr of Fleet & Oxford Street), East London, by no later than **11:00 am** on the **01 December 2023**.

Bids which are not submitted in a properly sealed and marked envelope and/or deposited in the relevant bid box on or before the closing date and time will not be considered. Faxed or e-mailed Bids will not be considered.

17. Bid Enquiries

Enquiries should be directed to the Supply Chain Management Unit. The following official can be contacted: Ms. Unathi Zinganto at 043 492 0871 during normal office hours viz. 08:00 – 16:00 Mondays to Fridays-mail: unathi.zinganto@ecpta.co.za

18. Insurance and Indemnity

ECPTA shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.



19. Payment

Payment will be made on completion of Supply and Delivery within 30 days of receipt of the invoice.

20. Control of The Contract

For the purposes of this contract ECPTA has appointed the Bid Committee for the adjudication, award, and management of the bid.

21. Agreement

The successful bidder undertakes to be bound by all terms and conditions contained in this bid document. A Service Level Agreement (SLA) will be signed between ECPTA and the successful service provider.



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GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **“Chief Executive Officer”** means the CEO of ECPTA or her/his duly authorized representative.
- 1.3 **“Contract”** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.4 **“Contract price”** means the price payable by the provider under the contract for the full and proper performance of his contractual obligations.
- 1.5 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.6 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.7 **“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.
- 1.8 **“Day”** means calendar day.
- 1.9 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.10 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.11 **“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 provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.12 **“Dumping”** occurs when a private enterprise abroad markets 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.
- 1.13 **“ECPTA”** means Eastern Cape Parks & Tourism Agency.



- 1.14 **“Force majeure”** means an event beyond the control of the provider and not involving the provider’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.15 **“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.
- 1.16 **“GCC”** means the General Conditions of Contract.
- 1.17 **“Goods”** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
- 1.18 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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.
- 1.19 **“Letter of acceptance”** means the written communication by ECPTA to the contractor recording the acceptance by ECPTA of the contractor’s tender subject to the further terms and conditions to be itemized in the contract.
- 1.20 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.21 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.22 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.23 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.24 **“Purchaser”** means the organization purchasing the goods.
- 1.25 **“Republic”** means the Republic of South Africa.
- 1.26 **“SCC”** means the Special Conditions of Contract.
- 1.27 **“Services”** means those functional services ancillaries 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 provider covered under the contract.

- 1.28 **“Signature date “means** the date of the letter of acceptance;
- 1.29 **“Tender”** means an offer to supply goods/services to ECPTA at a price.
- 1.30 **“Tenderer”** means any person or body corporate offering to supply goods/services to ECPTA.
- 1.31 **“Written” or “in writing”** means hand-written 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 (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, ECPTA 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 Invitations to bid are usually published in locally distributed news media and on the Eastern Cape Treasury government tender bulletin.

4. Standards

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

5. Use of contract documents and information; inspection

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

6. Patent rights

- 6.2 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.
- 6.3 When a provider develops documentation/projects for ECPTA, the intellectual, copy and patent rights or ownership of such documents or projects will vest in ECPTA.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the ECPTA the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to ECPTA as compensation for any loss resulting from the service provider'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 ECPTA 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 South Africa or abroad, acceptable to ECPTA, in the form provided in the bidding documents or another form acceptable to ECPTA; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by ECPTA and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises



of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 & 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 provider.
- 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 analysed 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 provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 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. Packaging

- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packaging, 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, and in any subsequent instructions ordered by the purchaser.



10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract.

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.

12. Transportation

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

13. Incidental services

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

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

13.2 Prices charged by the provider 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 provider for similar services.

14. Spare parts

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

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



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

15. Warranty

- 15.1 The provider 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 provider 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 provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider 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 provider.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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



18. Increase/decrease of quantities

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Contract amendments

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

20. Assignment

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

21. Subcontracts

- 21.1 The provider 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 provider from any liability or obligation under the contract.

22. Delays in the provider's performance

- 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.
- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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.
- 22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the



contract and to return any goods delivered later at the provider'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 provider.

23. Penalties

23.1 Subject to GCC Clause 25, if the provider 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 good 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.

24. Termination For Default

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

- (a) if the provider 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 provider fails to perform any other obligation(s) under the contract; or
- (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. Anti-Dumping and Countervailing Duties and Rights

25.1 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 provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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.



26. Force Majeure

- 26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that he delays in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

27. Termination For Insolvency

- 27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,

28. Settlement of Disputes

- 28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.
- 28.2 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 provider 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.
- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 Notwithstanding any reference to mediation and / or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. Limitation of Liability

- 29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6.



- (a) the provider 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 provider to pay penalties and / or damages to the purchaser; and
- (b) the aggregate liability of the provider 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.

30. Governing Language

- 30.1 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.

31. Applicable Law

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

32. Notices

- 32.1 Every written acceptance of a bid shall be posted to the provider 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.
- 32.2 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.

33. Taxes and Duties

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

34. Transfer of Contracts

- 34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

35. Amendment of Contracts

- 35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into



in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

36. National Industrial Participation Programme (NIPP)

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

37. Amendment of Contracts

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

37.2 If a bidder (s) or contractors, based on reasonable grounds or evidence obtained by purchaser, has / have engaged in the restrictive practice referred 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.

37.3 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 bidder (s) for such item (s) offered and / terminate the contract in whole or part, and / or restrict the bidder (s) or contract (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.

DATE

SIGNATURE OF BIDDER



CENTRALISED SUPPLIER DATABASE (CSD) REPORT

It is a condition of bid that all Service Providers be registered on the Centralised Supplier Database (CSD). Bidders who are not yet registered can register on www.csd.gov.za

1. In order to meet this requirement bidders are required to complete the Registration Process which can be done online at the above-mentioned website. Upon completion of registration Bidders will receive a Supplier number which must be provided on the front cover of the document
2. BIDDERS are required to submit their full CSD report for the month of November 2023.



ATTACH CSD REPORT HERE



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

SBD3.1

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

NAME OF THE BIDDER:

BID NO.: 19/FY/24

DESCRIPTION: THE APPOINTMENT SUPPLY AND DELIVERY OF LAW ENFORCEMENT AND CAMPING EQUIPMENT FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A PERIOD OF TWO (2) YEARS ON AN “AS AND WHEN” REQUIRED BASIS.

CLOSING TIME 11:00 **CLOSING DATE:** 01 DECEMBER 2023

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

NB: The quantities listed below are estimated and for benchmarking purposes. The quantities listed below may increase or decrease based on the actual needs of ECPTA. The unit price for each year tendered shall remain fixed for the duration of the contract.

YEAR 1				
Description	Size	Quantity	Unit Price	Total Price (excl. VAT)
Hiking Backpack	25L	20		
Hiking Backpack	28L	20		
Hiking waterproof Backpack	75L	10		
Tactical Backpack with 3 Molle Bags	55L	20		
Camelback hydration Backpack	2L	10		
Camelback hydration Backpack	3L	10		
Water Hydration Bladder	2L	10		
Water Hydration Bladder	3L	10		
Tactical outdoor Vest (Black)	Large	20		
Tactical outdoor Vest (Black)	Medium	20		
Molle Palate Carrier /Vest	Large	20		
Molle Palate Carrier /Vest (Black/ olive Green)	Medium	20		
Sniper 3D Flex parka jackets	Large	10		



Sniper 3D Flex parka jackets	Medium	10		
Sniper 3-d shooters gloves	Large	20		
Retractable Baton	50cm	10		
Security Baton	50cm	20		
Extendable Baton	50cm	10		
Stun Gun Type 1188 (Taser)	Each	20		
Stun Gun Type 800 (Taser)	Each	20		
Trigger Stick Gen Tripod	Each	20		
984FT Digital Infrared Night Vision	Each	20		
Binocular Bushnell 10x42 engage	Each	10		
Binocular Bushnell 10x42 H20 Dark blue roof	Each	10		
Binocular Bushnell 10x42 prime roof prism	Each	10		
Binocular Vortex Crossfire 10x42mm	Each	10		
Ceramic/aramid plate	300x250mm	10		
Double Lock steel handcuff (Black)	Each	20		
Black Heavy Duty Handcuff pouch	Each	10		
Leatherman curl black nylon peg	Standard	10		
Leatherman Rev silver	Standard	10		
Leatherman wingman nylon sheath box	Standard	10		
Pepper spray direct	100ml	10		
Pepper spray pouch	100ml	10		
Garmin 78SC water proof marine GPS	Each	15		
Garmin GPS Map 78S	Each	10		
Gamepro bubo 1040 lumen spotlight	Extra Large	10		
Gamepro bubo 600 lumen spotlights	Each	10		
Gamepro Ninxon 1000 lumen rechargeable spotlight	Each	20		



Zartek torch 1000 Lumen LED Rechargeable Handheld spotlight	Each	10		
Zartek torch 6300 Lumen LED Rechargeable Handheld spotlight	Each	10		
Zartek 2000 lumen LED rechargeable spotlight	Each	10		
HR25 Rechargeable Headlamp	Each	20		
Headlamp Scorpio supaled 220 Lumens	Each	20		
Omega Inverter 450W OP	Each	5		
Omega Inverter 800W OP	Each	15		
Bwine F7 GPS Camera Drone	Each	10		
Sleeping Bag 4 seasons (Light)	240 x 90cm	10		
Sleeping Bag 5-10 degree	240 x 90cm	10		
Water proof Groundsheet	3,6m X 5m	10		
Water proof Groundsheet	2,5m X 2,5	10		
Water bottles	20L	20		
Metal Water bottles	500ML	40		
Metal water bottles	1L	40		
Storage Container	50L	10		
Storage Container	100L	10		
2 Sleeper tent	145 X 205 X100cm	10		
4 Sleeper tent	200x200cm x135(h)	10		
6 Sleeper tent	200x200cm x105(h)	10		
Roll Up Camping Mattress	50mm	10		
Folding Camping Mattress	1980mm(l) x680m(w) x75 (h)	10		
First Aid Kit Metal box – Office Regulation 7 (49 items)	Each	20		
Cadac Power Cooker to be used with 3/5/7 kg cylinder	Each	10		



Cadac Portable Gas Stove (single plate)	295mm (l) x 340mm (w) x 110mm (h)	10		
Total Price (excl. VAT)			R	

YEAR 2				
Description	Size	Quantity	Unit Price	Total Price (excl. VAT)
Hiking Backpack	25L	20		
Hiking Backpack	28L	20		
Hiking waterproof Backpack	75L	10		
Tactical Backpack with 3 Molle Bags	55L	20		
Camelback hydration Backpack	2L	10		
Camelback hydration Backpack	3L	10		
Water Hydration Bladder	2L	10		
Water Hydration Bladder	3L	10		
Tactical outdoor Vest (Black)	Large	20		
Tactical outdoor Vest (Black)	Medium	20		
Molle Palate Carrier /Vest	Large	20		
Molle Palate Carrier /Vest (Black/ olive Green)	Medium	20		
Sniper 3D Flex parka jackets	Large	10		
Sniper 3D Flex parka jackets	Medium	10		
Sniper 3-d shooters gloves	Large	20		
Retractable Baton	50cm	10		
Security Baton	50cm	20		
Extendable Baton	50cm	10		



Stun Gun Type 1188 (Taser)	Each	20		
Stun Gun Type 800 (Taser)	Each	20		
Trigger Stick Gen Tripod	Each	20		
984FT Digital Infrared Night Vision	Each	20		
Binocular Bushnell 10x42 engage	Each	10		
Binocular Bushnell 10x42 H20 Dark blue roof	Each	10		
Binocular Bushnell 10x42 prime roof prism	Each	10		
Binocular Vortex Crossfire 10x42mm	Each	10		
Ceramic/aramid plate	300x250mm	10		
Double Lock steel handcuff (Black)	Each	20		
Black Heavy Duty Handcuff pouch	Each	10		
Leatherman curl black nylon peg	Standard	10		
Leatherman Rev silver	Standard	10		
Leatherman wingman nylon sheath box	Standard	10		
Pepper spray direct	100ml	10		
Pepper spray pouch	100ml	10		
Garmin 78SC water proof marine GPS	Each	15		
Garmin GPS Map 78S	Each	10		
Gamepro bubo 1040 lumen spotlight	Extra Large	10		
Gamepro bubo 600 lumen spotlights	Each	10		
Gamepro Ninxon 1000 lumen rechargeable spotlight	Each	20		
Zartek torch 1000 Lumen LED Rechargeable Handheld spotlight	Each	10		
Zartek torch 6300 Lumen LED Rechargeable Handheld spotlight	Each	10		
Zartek 2000 lumen LED rechargeable spotlight	Each	10		
HR25 Rechargeable Headlamp	Each	20		



Headlamp Scorpio supaled 220 Lumens	Each	20		
Omega Inverter 450W OP	Each	5		
Omega Inverter 800W OP	Each	15		
Bwine F7 GPS Camera Drone	Each	10		
Sleeping Bag 4 seasons (Light)	240 x 90cm	10		
Sleeping Bag 5-10 degree	240 x 90cm	10		
Water proof Groundsheet	3,6m X 5m	10		
Water proof Groundsheet	2,5m X 2,5	10		
Water bottles	20L	20		
Metal Water bottles	500ML	40		
Metal water bottles	1L	40		
Storage Container	50L	10		
Storage Container	100L	10		
2 Sleeper tent	145 X 205 X100cm	10		
4 Sleeper tent	200x200cm x135(h)	10		
6 Sleeper tent	200x200cm x105(h)	10		
Roll Up Camping Mattress	50mm	10		
Folding Camping Mattress	1980mm(l) x680m(w) x75 (h)	10		
First Aid Kit Metal box – Office Regulation 7 (49 items)	Each	20		
Cadac Power Cooker to be used with 3/5/7 kg cylinder	Each	10		
Cadac Portable Gas Stove (single plate)	295mm (l) x 340mm (w) x 110m (h)	10		
Total Price (excl. VAT)				R



YEAR 3				
Description	Size	Quantity	Unit Price	Total Price (excl. VAT)
Hiking Backpack	25L	20		
Hiking Backpack	28L	20		
Hiking waterproof Backpack	75L	10		
Tactical Backpack with 3 Molle Bags	55L	20		
Camelback hydration Backpack	2L	10		
Camelback hydration Backpack	3L	10		
Water Hydration Bladder	2L	10		
Water Hydration Bladder	3L	10		
Tactical outdoor Vest (Black)	Large	20		
Tactical outdoor Vest (Black)	Medium	20		
Molle Palate Carrier /Vest	Large	20		
Molle Palate Carrier /Vest (Black/ olive Green)	Medium	20		
Sniper 3D Flex parka jackets	Large	10		
Sniper 3D Flex parka jackets	Medium	10		
Sniper 3-d shooters gloves	Large	20		
Retractable Baton	50cm	10		
Security Baton	50cm	20		
Extendable Baton	50cm	10		
Stun Gun Type 1188 (Taser)	Each	20		
Stun Gun Type 800 (Taser)	Each	20		
Trigger Stick Gen Tripod	Each	20		
984FT Digital Infrared Night Vision	Each	20		
Binocular Bushnell 10x42 engage	Each	10		



Binocular Bushnell 10x42 H20 Dark blue roof	Each	10		
Binocular Bushnell 10x42 prime roof prism	Each	10		
Binocular Vortex Crossfire 10x42mm	Each	10		
Ceramic/aramid plate	300x250mm	10		
Double Lock steel handcuff (Black)	Each	20		
Black Heavy Duty Handcuff pouch	Each	10		
Leatherman curl black nylon peg	Standard	10		
Leatherman Rev silver	Standard	10		
Leatherman wingman nylon sheath box	Standard	10		
Pepper spray direct	100ml	10		
Pepper spray pouch	100ml	10		
Garmin 78SC water proof marine GPS	Each	15		
Garmin GPS Map 78S	Each	10		
Gamepro bubo 1040 lumen spotlight	Extra Large	10		
Gamepro bubo 600 lumen spotlights	Each	10		
Gamepro Ninxon 1000 lumen rechargeable spotlight	Each	20		
Zartek torch 1000 Lumen LED Rechargeable Handheld spotlight	Each	10		
Zartek torch 6300 Lumen LED Rechargeable Handheld spotlight	Each	10		
Zartek 2000 lumen LED rechargeable spotlight	Each	10		
HR25 Rechargeable Headlamp	Each	20		
Headlamp Scorpio supaled 220 Lumens	Each	20		
Omega Inverter 450W OP	Each	5		
Omega Inverter 800W OP	Each	15		
Bwine F7 GPS Camera Drone	Each	10		
Sleeping Bag 4 seasons (Light)	240 x 90cm	10		



Sleeping Bag 5-10 degree	240 x 90cm	10		
Water proof Groundsheet	3,6m X 5m	10		
Water proof Groundsheet	2,5m X 2,5	10		
Water bottles	20L	20		
Metal Water bottles	500ML	40		
Metal water bottles	1L	40		
Storage Container	50L	10		
Storage Container	100L	10		
2 Sleeper tent	145 X 205 X100cm	10		
4 Sleeper tent	200x200cm x135(h)	10		
6 Sleeper tent	200x200cm x105(h)	10		
Roll Up Camping Mattress	50mm	10		
Folding Camping Mattress	1980mm(l) x680m(w) x75 (h)	10		
First Aid Kit Metal box – Office Regulation 7 (49 items)	Each	20		
Cadac Power Cooker to be used with 3/5/7 kg cylinder	Each	10		
Cadac Portable Gas Stove (single plate)	295mm (l) x 340mm (w) x 110m (h)	10		
Total Price (excl. VAT)			R	

YEAR 4				
Description	Size	Quantity	Unit Price	Total Price (excl. VAT)
Hiking Backpack	25L	20		
Hiking Backpack	28L	20		
Hiking waterproof Backpack	75L	10		



Tactical Backpack with 3 Molle Bags	55L	20		
Camelback hydration Backpack	2L	10		
Camelback hydration Backpack	3L	10		
Water Hydration Bladder	2L	10		
Water Hydration Bladder	3L	10		
Tactical outdoor Vest (Black)	Large	20		
Tactical outdoor Vest (Black)	Medium	20		
Molle Palate Carrier /Vest	Large	20		
Molle Palate Carrier /Vest (Black/ olive Green)	Medium	20		
Sniper 3D Flex parka jackets	Large	10		
Sniper 3D Flex parka jackets	Medium	10		
Sniper 3-d shooters gloves	Large	20		
Retractable Baton	50cm	10		
Security Baton	50cm	20		
Extendable Baton	50cm	10		
Stun Gun Type 1188 (Taser)	Each	20		
Stun Gun Type 800 (Taser)	Each	20		
Trigger Stick Gen Tripod	Each	20		
984FT Digital Infrared Night Vision	Each	20		
Binocular Bushnell 10x42 engage	Each	10		
Binocular Bushnell 10x42 H20 Dark blue roof	Each	10		
Binocular Bushnell 10x42 prime roof prism	Each	10		
Binocular Vortex Crossfire 10x42mm	Each	10		
Ceramic/aramid plate	300x250mm	10		
Double Lock steel handcuff (Black)	Each	20		



Black Heavy Duty Handcuff pouch	Each	10		
Leatherman curl black nylon peg	Standard	10		
Leatherman Rev silver	Standard	10		
Leatherman wingman nylon sheath box	Standard	10		
Pepper spray direct	100ml	10		
Pepper spray pouch	100ml	10		
Garmin 78SC water proof marine GPS	Each	15		
Garmin GPS Map 78S	Each	10		
Gamepro bubo 1040 lumen spotlight	Extra Large	10		
Gamepro bubo 600 lumen spotlights	Each	10		
Gamepro Ninxon 1000 lumen rechargeable spotlight	Each	20		
Zartek torch 1000 Lumen LED Rechargeable Handheld spotlight	Each	10		
Zartek torch 6300 Lumen LED Rechargeable Handheld spotlight	Each	10		
Zartek 2000 lumen LED rechargeable spotlight	Each	10		
HR25 Rechargeable Headlamp	Each	20		
Headlamp Scorpio supaled 220 Lumens	Each	20		
Omega Inverter 450W OP	Each	5		
Omega Inverter 800W OP	Each	15		
Bwine F7 GPS Camera Drone	Each	10		
Sleeping Bag 4 seasons (Light)	240 x 90cm	10		
Sleeping Bag 5-10 degree	240 x 90cm	10		
Water proof Groundsheet	3,6m X 5m	10		
Water proof Groundsheet	2,5m X 2,5	10		
Water bottles	20L	20		
Metal Water bottles	500ML	40		



Metal water bottles	1L	40		
Storage Container	50L	10		
Storage Container	100L	10		
2 Sleeper tent	145 X 205 X100cm	10		
4 Sleeper tent	200x200cm x135(h)	10		
6 Sleeper tent	200x200cm x105(h)	10		
Roll Up Camping Mattress	50mm	10		
Folding Camping Mattress	1980mm(l) x680m(w) x75 (h)	10		
First Aid Kit Metal box – Office Regulation 7 (49 items)	Each	20		
Cadac Power Cooker to be used with 3/5/7 kg cylinder	Each	10		
Cadac Portable Gas Stove (single plate)	295mm (l) x 340mm (w) x 110m (h)	10		
Total Price (excl. VAT)			R	

YEAR 5				
Description	Size	Quantity	Unit Price	Total Price (excl. VAT)
Hiking Backpack	25L	20		
Hiking Backpack	28L	20		
Hiking waterproof Backpack	75L	10		
Tactical Backpack with 3 Molle Bags	55L	20		
Camelback hydration Backpack	2L	10		
Camelback hydration Backpack	3L	10		
Water Hydration Bladder	2L	10		
Water Hydration Bladder	3L	10		



Tactical outdoor Vest (Black)	Large	20		
Tactical outdoor Vest (Black)	Medium	20		
Molle Palate Carrier /Vest	Large	20		
Molle Palate Carrier /Vest (Black/ olive Green)	Medium	20		
Sniper 3D Flex parka jackets	Large	10		
Sniper 3D Flex parka jackets	Medium	10		
Sniper 3-d shooters gloves	Large	20		
Retractable Baton	50cm	10		
Security Baton	50cm	20		
Extendable Baton	50cm	10		
Stun Gun Type 1188 (Taser)	Each	20		
Stun Gun Type 800 (Taser)	Each	20		
Trigger Stick Gen Tripod	Each	20		
984FT Digital Infrared Night Vision	Each	20		
Binocular Bushnell 10x42 engage	Each	10		
Binocular Bushnell 10x42 H20 Dark blue roof	Each	10		
Binocular Bushnell 10x42 prime roof prism	Each	10		
Binocular Vortex Crossfire 10x42mm	Each	10		
Ceramic/aramid plate	300x250mm	10		
Double Lock steel handcuff (Black)	Each	20		
Black Heavy Duty Handcuff pouch	Each	10		
Leatherman curl black nylon peg	Standard	10		
Leatherman Rev silver	Standard	10		
Leatherman wingman nylon sheath box	Standard	10		
Pepper spray direct	100ml	10		



Pepper spray pouch	100ml	10		
Garmin 78SC water proof marine GPS	Each	15		
Garmin GPS Map 78S	Each	10		
Gamepro bubo 1040 lumen spotlight	Extra Large	10		
Gamepro bubo 600 lumen spotlights	Each	10		
Gamepro Ninxon 1000 lumen rechargeable spotlight	Each	20		
Zartek torch 1000 Lumen LED Rechargeable Handheld spotlight	Each	10		
Zartek torch 6300 Lumen LED Rechargeable Handheld spotlight	Each	10		
Zartek 2000 lumen LED rechargeable spotlight	Each	10		
HR25 Rechargeable Headlamp	Each	20		
Headlamp Scorpio supaled 220 Lumens	Each	20		
Omega Inverter 450W OP	Each	5		
Omega Inverter 800W OP	Each	15		
Bwine F7 GPS Camera Drone	Each	10		
Sleeping Bag 4 seasons (Light)	240 x 90cm	10		
Sleeping Bag 5-10 degree	240 x 90cm	10		
Water proof Groundsheet	3,6m X 5m	10		
Water proof Groundsheet	2,5m X 2,5	10		
Water bottles	20L	20		
Metal Water bottles	500ML	40		
Metal water bottles	1L	40		
Storage Container	50L	10		
Storage Container	100L	10		
2 Sleeper tent	145 X 205 X100cm	10		
4 Sleeper tent	200x200cm x135(h)	10		



6 Sleeper tent	200x200cm x105(h)	10		
Roll Up Camping Mattress	50mm	10		
Folding Camping Mattress	1980mm(l) x680m(w) x75 (h)	10		
First Aid Kit Metal box – Office Regulation 7 (49 items)	Each	20		
Cadac Power Cooker to be used with 3/5/7 kg cylinder	Each	10		
Cadac Portable Gas Stove (single plate)	295mm (l) x 340mm (w) x 110m (h)	10		
Total Price (excl. VAT)			R	

The list of items above is not exhaustive. Items of a similar nature and in the same category i.e., law enforcement ,camping equipment not indicated below may be required from the successful bidder **as and when required.** All products must be SABS approved.



SUMMARY PRICE SCHEDULE

Description	Total Price (excl.VAT)
Year 1	
Year 2	
Year 3	
Vat @ 15 %	
PRICE OFFER FOR 3 YEARS (Incl Vat)	
Year 4	
Year 5	
Vat @ 15%	
PRICE OFFER FOR OPTIONAL 2 YEARS (Incl Vat)	
ESTIMATED BID PRICE FOR 5 YEARS	

NOTE:

- Bidders are expected to quote according to the specifications on pages 9-11.
- Bidders are required to provide a detailed fee structure in their company letterhead.
- The quantities listed are estimated and are for benchmarking purposes. The quantities may increase or decrease based on the actual needs of ECPTA. The unit price for each year tendered shall remain fixed for the duration of the contract.
- Prices to include delivery cost.

THE UNDERSIGNED (NAME & SURNAME) CERTIFY
 THAT THE INFORMATION FURNISHED ABOVE IS CORRECT

.....
 Signature

.....
 Date

.....
 Name of Bidder

.....
 Position



BIDDER’S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder’s declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution



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

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications,

¹ 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.



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

- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

- (a) Price; and
- (b) Specific Goals.



1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).



3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS



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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

The 80/20 preference point system is applicable, corresponding points must also be indicated as such. Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Local Production and content	8	
>51% Historically Disadvantaged Individuals Ownership (South African citizen - who, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the	4 2 0	



Republic of South Africa, 1993, (Act 200 of 1993))		
10-50% HDI Ownership		
<10% HDI Ownership		
>51% Women Ownership	2	
10-50% Women Ownership	1	
<10% Women Ownership	0	
>51% Youth Ownership	3	
10-50% Youth Ownership	1.5	
<10% Youth Ownership	0	
>51% Disability Ownership	1	
10-50% Disability Ownership	0.5	
<10% Disability Ownership	0	
Locality (Enterprises located in the Eastern Cape Province)	2	
Enterprise located outside the Eastern Cape	0	
Total	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]



4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:



DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraphs 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) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

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.

1.6. A bid may be disqualified if this Declaration certificate and the Annex C (Local Content

Declaration: Summary Schedule) are not submitted as part of the bid documentation

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



Description of services, works or goods	Stipulated minimum threshold
Hiking Backpack	100%
Hiking Backpack	100%
Hiking waterproof Backpack	100%
Mini Tactical Backpack	100%
Camelback hydration Backpack	100%
Camelback hydration Backpack	100%
Water Hydration Bladder	100%
Water Hydration Bladder	100%
Tactical outdoor Vest (Black)	100%
Tactical outdoor Vest (Black)	100%
Molle Palate Carrier /Vest	100%
Molle Palate Carrier /Vest (Black/ olive Green)	100%
Sniper 3-d parka jackets	100%
Sniper 3-d parka jackets	100%
Sniper 3-d shooters gloves	100%
Pepper spray pouch	100%
Black Heavy Duty Handcuff pouch	100%
Sleeping Bag 4 seasons (Light)	100%
Sleeping Bag 5-10 degree	100%
2 Sleeper tent	100%
4 Sleeper tent	100%
6 Sleeper tent	100%
Roll Up Camping Mattress	80%
Folding Camping Mattress	80%

See annexure C for breakdown of components

3. Does any portion of the services, works or goods offered

have any imported content?

YES / NO

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

IN RESPECT OF BID No.
ISSUED BY: (Procurement Authority / Name of Institution):

NB

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

2. Guidance on the Calculation of Local Content together with Local Content Declaration

Templates (Annex C, D and E) is accessible on http://www.dti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and the consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C,D and E with the actual values for the duration of the contract.

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



(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- i. the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

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

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____



Annex D

Imported Content Declaration - Supporting Schedule to Annex C

Bid No.	
Bid description:	
Designated Products:	
Bidders Authority:	
Bidder Entity name:	
Bidder Exchange Rate:	Pula <input style="width: 50px;" type="text"/>

Note: VAT to be excluded from all calculations

EU GBP

A. Exempted imported content

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
Total exempt imported value											

This total must correspond with Annex C -

B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer											R 0

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

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											R 0

D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					

Signature of tenderer from Annex B _____

Date: _____

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

This total must correspond with Annex C - C 23

Annex E

Local Content Declaration - Supporting Schedule to Annex C

Bid No.	
Bid description:	
Designated products:	
Bidder Authority:	
Bid Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
Total local products (Goods, Services and Works)			

Manpower costs (Tenderer's manpower cost)

Factory overheads (Rental, depreciation & amortisation, utility costs, consumables etc.)

Administration overheads and mark-up (Marketing, insurance, financing, interest etc.)

Total local content

This total must correspond with Annex C -

Signature of tenderer from Annex B

Date: _____

JOINT VENTURE DISCLOSURE FORM

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner’s share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner’s own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

- a) Name
- b) Postal address.....
.....
.....
.....
.....



c) Physical address.....
.....
.....

d) Telephone

e) Fax

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

2.2(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm

Postal Address.....

Physical Address



Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.2(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

1. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

.....

.....

.....



5. OWNERSHIP OF THE JOINT VENTURE

a) Affirmable Joint Venture Partner ownership percentage(s)%

b) Non-Affirmable Joint Venture Partner ownership percentage(s)%

c) Affirmable Joint Venture Partner percentages in respect of: *

(i)

Profit and loss sharing

(ii)

Initial capital contribution in Rands

.....

.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii)

Anticipated on-going capital contributions in Rands

.....

.....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

.....

.....

5. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
---------------------------------------	--------------



a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

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

(b) Authority to enter into contracts on behalf of the Joint Venture

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

(c) Signing, co-signing and/or collateralising of loans

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



(d) Acquisition of lines of credit

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

(e) Acquisition of performance bonds

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

(f) Negotiating and signing labour agreements

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

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations.....

(b) Major purchasing.....

(c) Estimating

(d) Technical management

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

(a) Identify the “managing partner”, if any,

.....
.....



.....

(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

(c) Describe the management structure for the Joint Venture’s work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in “ex Affirmable Joint-Venture Partner” or “ex non-Affirmable Joint-Venture Partner”.

10. PERSONNEL

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.



TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint-Venture Partner” or “ex non-Affirmable Joint-Venture Partner”).

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....



11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

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

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature

Duly authorized to sign on behalf of

Name

Address.....

Telephone.....

Date.....

Signature

Duly authorized to sign on behalf of

Name

Address.....

Telephone.....



Date

Signature

Duly authorized to sign on behalf of

Name

Address.....

Telephone.....

Date

Signature

Duly authorized to sign on behalf of

Name

Address.....

Telephone.....

Date



JOINT VENTURE AGREEMENT

Bidders who tender as a Joint Venture must submit a Joint Venture Agreement here.



AUTHORITY TO SIGN BID DOCUMENTS

In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to ECPTA at the time of submission of the bid that the bid has been signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.

Please attach proof to the next page.



ATTACH RESOLUTION OF SIGNATORY

