



KWAZULU-NATAL PROVINCE

ECONOMIC DEVELOPMENT, TOURISM
AND ENVIRONMENTAL AFFAIRS
REPUBLIC OF SOUTH AFRICA

Invitation to Tender – ZNT 09 EDTEA 2023/2024

KwaZulu-Natal Department of Economic Development, Tourism and Environmental Affairs

Suitable and capable service providers are invited to bid for: **APPOINTMENT OF A PANEL TO SUPPLY AND DELIVER PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT TO THE DEPARTMENT FOR A PERIOD OF 36 MONTHS.**

Collection of Bid Documents

Bid documents can be downloaded from www.etenders.gov.za / www.kznedtea.gov.za

COMPULSORY Briefing Session (APPLICABLE)

<u>Venues:</u>	<u>Date:</u>	<u>Time:</u>
<u>Briefing Site 1: PMB HEAD OFFICE 270 Jabu Ndlovu street, Pietermaritzburg</u>	<u>7 August 2023</u>	<u>10h00 am</u>
<u>Briefing Site 2: UMKHANYAKUDE (MKUZE) DISTRICT OFFICE Mzolozolo Avenue</u>	<u>8 August 2023</u>	<u>10h00 am</u>
<u>Briefing Site 3: UGU DISTRICT OFFICE 43 Bisset Street, Port Shepstone</u>	<u>10 August 2023</u>	<u>10h00 am</u>

PLEASE NOTE: IT IS COMPULSORY FOR PROSPECTIVE BIDDERS TO ATTEND AT LEAST 1 OF THE SCHEDULED BRIEFING SESSIONS

Queries relating to the issue of these documents may be addressed to Sthabile Khuzwayo

Tel. No. (033) 264 2663:

E-mail: sthabile.khuzwayo@kznedtea.gov.za

Closing Date: 30 August 2023

The closing time for receipt of Tenders is 11h00.

Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

NB: Kindly Please also submit copies of proposal in a flash drive.

**KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS
TABLE OF CONTENTS**

SECTION A (PART A: INVITATION TO BID)	3
PART B: TERMS AND CONDITIONS FOR BIDDING.....	4
SECTION B: LIST OF ALL RETURNABLE & COMPULSORY DOCUMENTS	5-6
SECTION C: SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS	7
SECTION D: REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE.....	8
SECTION E: DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE	9
SECTION F: BIDDER’S DISCLOSURE.....	10-11
SECTION G: QUESTIONNAIRE REPLIES	12
SECTION H: BRIEFING SESSION.....	13
SECTION I: SPECIAL CONDITIONS OF CONTRACT	14-15
SECTION J: GENERAL CONDITIONS OF CONTRACT	16
SECTION K: AUTHORITY TO SIGN A BID	24
SECTION L: SCHEDULE VARIATIONS FROM GOODS OR SERVICES INFORMATION	25
ANNEXURE A: TERMS OF REFERENCE/ SPECIFICATIONS	26
ANNEXURE B: EVALUATION GRID	43-46
ANNEXURE C: CV FORMAT	47
ANNEXURE D: STATEMENT OF EXCLUSIVITY AND AVAILABILITY	48
ANNEXURE E: OWNERSHIP DEMOGRAPHIC SCHEDULE.....	49

SECTION A (PART A: INVITATION TO BID)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ZNT 11 EDTEA 2023/2024	CLOSING DATE:	30 AUGUST 2023	CLOSING TIME:	11H00 AM
DESCRIPTION	APPOINTMENT OF A PANEL OF APPROVED SERVICE PROVIDERS TO SUPPLY AND DELIVER PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT TO THE DEPARTMENT FOR A PERIOD OF 36 MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
270 JABU NDLOVU STREET					
PIETERMARITZBURG					
3201					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Sthabile Khuzwayo		CONTACT PERSON	Alex Dlamini	
TELEPHONE NUMBER	033 264 2864 /083 823 9781		TELEPHONE NUMBER	082 848 6771	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Sthabile.khuzwayo@kznedtea.gov.za		E-MAIL ADDRESS	alex.dlamini@kznedtea.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

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, 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 PIN 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:

SECTION B: LIST OF ALL RETURNABLE & COMPULSORY DOCUMENTS

The bidder shall complete and submit the following returnable schedules and documents:

Section/ Schedule	Description	Compulsory (Yes / No)	Non- Submission will render bidders non- responsive (Yes/No)	Compulsory (Yes / No) For BID Evaluation Purposes	Yes	No	N/A
Prospective Service Providers MUST complete the following as per the BID document:							
Part A	Invitation to BID	Yes	Yes				
Part B	Terms and Conditions for bidding (SBD 1)	Read Only					
Section B	Special Instructions regarding completion of bid	Read only					
Section C	Registration on Central Suppliers Database	Read Only					
Section D	Declaration that information on Central Suppliers database is correct and up to date	Yes	Yes				
Section E	Official Briefing session form	Yes	Yes				
Section F	Pricing Schedule (SBD 3)	Yes	Yes				
Section G	Bid Offer	Yes	Yes				
Section H	Bidder's disclosure form (SBD4)	Yes	Yes				
Section I	The National Industrial Participation Programme (Only to be included for bids equal or exceeding R10 000 000)	Yes If Applicable	Yes If Applicable				
Section J	Preference Points Claim Form In terms of the Preferential Procurement Regulations 2022			Yes			
Section K	Questionnaire Replies - To be only included when BIDs for goods are involved.			Yes If applicable			
Section L	General Conditions of Contract	Read only					
Section M	Special Conditions of Contract						

Section/ Schedule	Description	Compulsory (Yes / No)	Non- Submission will render bidders non- responsive (Yes/No)	Compulsory (Yes / No) For BID Evaluation Purposes	Yes	No	N/A
Section N	Authority to Sign a BID						
	Provide resolution letter for the relevant enterprise status	Yes	Yes				
	Joint venture- Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises	Yes	Yes				
Section O	Schedule variations from good and services information			Yes If applicable			
Annexure A	Terms of Reference						
Annexure B	Evaluation Grid						
Annexure C	CV Format						
Annexure D	Statement of exclusivity and availability						
Annexure E	Ownership Demographic Schedule	No	No				

SECTION C: SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Use of erasable pen is prohibited
15. Bids will be opened in public as soon as practicable after the closing time of bid.
16. Where practical, prices are made public at the time of opening bids.
17. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
18. Bidder must initial each and every page of the bid document.

SECTION D: REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favorable bid is accepted or less favorable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

SECTION E: DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative), WHO

REPRESENTS (state name of bidder)CSD Registration

Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

SECTION F: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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:
.....
.....

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act 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 bid der

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SECTION G: QUESTIONNAIRE REPLIES

- 1. Are the prices/rates quoted firm?
- 2. Is the delivery period stated firm?
- 3. How will delivery be affected?
- 4. Is the equipment guaranteed for a minimum period of six months?.....
- 5. Are you the accredited agents in the RSA for the manufacture/supply of the goods offered by you?
.....
- 6. What is the address in the RSA (preferably in the Province of KwaZulu-Natal) where machine/goods as offered by you can be inspected under working conditions?
- 7. What is the approximate value of spares carried in stock in the RSA for this particular make and model of machine?
.....
- 8. Where is stock held?
- 9. What facilities exist for the servicing of the machine/goods offered?
.....
- 10. Where are these facilities available?
- 11. What are the names and addresses of the factories where the goods will be manufactured and, if required, inspected?
.....
- 12. Is a special import permit require.....?

.....
SIGNATURE OF BIDDER
(PRINT NAME)

.....
DATE

N.B.: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE QUOTATION

SECTION H

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

COMPULSORY

N. B.: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE BID.

Site/building/institution involved: Department of Economic Development, Tourism and Environmental Affairs

Bid No: ZNT 09 EDTEA 2023/2024

Service: APPOINTMENT OF A PANEL TO SUPPLY AND DELIVER PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT TO THE DEPARTMENT FOR A PERIOD OF 36 MONTHS.

<u>Venues:</u>	<u>Date:</u>	<u>Time:</u>
Briefing Site 1: PMB HEAD OFFICE 270 Jabu Ndlovu street, Pietermaritzburg	7 August 2023	10h00 am
Briefing Site 2: UMKHANYAKUDE (MKUZE) DISTRICT OFFICE Mzolozolo Avenue	8 August 2023	10h00 am
Briefing Site 3: UGU DISTRICT OFFICE 43 Bisset Street, Port Shepstone	10 August 2023	10h00 am

PLEASE NOTE: IT IS COMPULSORY FOR PROSPECTIVE BIDDERS TO ATTEND AT LEAST 1 OF THE SCHEDULED BRIEFING SESSIONS

THIS IS TO CERTIFY THAT (NAME).....ON BEHALF OF.....
ATTENDED THE OFFICIAL BRIEFING ON..... (DATE)AND IS THEREFORE FAMILIAR WITH THE
CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE
(PRINT NAME)

DATE:

.....
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE
(PRINT NAME)

DEPARTMENTAL STAMP:
(OPTIONAL)

DATE:

SECTION I: SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

1. CONTRACT PERIOD

1.1 **36 Months**

2. EVALUATION CRITERIA

There are *(two (2) evaluation phases)* main stages in the selection process, namely, **Administrative Compliance and Functionality Compliance.**

2.1 Step 1 - Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents viz Sections A to L. Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid

The following documentation must be submitted:

CRITERIA		YES	NO	REMARKS
SECTION A PART A	INVITATION TO BID (SBD 1)	X		
SECTION A PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	X		
SECTION B	LIST OF RETURNABLE AND COMPULSORY DOCUMENTS	X		
SECTION C	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID			Read only
SECTION D	REGISTRATION ON CENTRAL SUPPLIERS DATABASE	X		
SECTION E	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS DATABASE	X		
SECTION F	BIDDER'S DISCLOSURE (SBD 4)	X		
SECTION G	QUESTIONNAIRES REPLIES	X		
SECTION H	BRIEFING SESSION	X		Applicable
SECTION I	SPECIAL CONDITIONS OF CONTRACT	X		
SECTION J	GENERAL CONDITIONS OF CONTRACT	X		
SECTION K	AUTHORITY TO SIGN THE BID			
SECTION L	SCHEDULE VARIATION FROM GOODS OR SERVICES INFORMATION			If applicable

2.2 Step 2 - Functionality

This bid will be evaluated on functionality. A minimum of 60% of the total points outlined in the Evaluation Grid must be obtained for bidders to be included in the panel.

3. BID APPEAL TRIBUNAL (BAT)

BAT finds its establishment in the Treasury Regulation 16A9.3 and Section 18(1) of the KwaZulu-Natal Supply Chain Management Policy Framework. Treasury Regulation 16A9.3 empowers National and Provincial Treasury to establish a mechanism to consider complaints and make recommendations for remedial actions to be taken for the non-compliance with the norms and standards. Section 18(1) of the KZN SCM Policy Framework empowers the MEC for Finance to establish an independent and impartial Bid Appeals Tribunal. In line with Paragraph 19 of the KZN SCM Policy Framework of 2006 the following procedure must be followed to lodge an appeal:

1.1 The bidder must, within five working days of receipt of the **notification** of an award, deliver written notification of an intention to appeal.

- 1.2 The bidder may, together with the notification of intention to appeal under paragraph (2) of the KZN SCM Policy Framework, deliver a request for written reasons for the award of the said bid.
- 1.3 The Bid Adjudication Committee or a delegate of an accounting officer must deliver to the appellant the written reasons requested under paragraph (3) of the KZN SCM Policy Framework within ten working days.
- 1.4 The appellant must, within ten working days of receipt of the written reasons delivered under paragraph (4) of the KZN SCM Policy Framework, or, failing a request for written reasons under paragraph (3) of the KZN SCM Policy Framework, within ten working days of giving notice under paragraph (2) of the KZN SCM Policy Framework, submit written representations to the Bid Appeals Tribunal, indicating sufficiently and without unnecessary elaboration the grounds and basis of the appeal and the nature of the complaint.
- 1.5 Upon receipt of a notice of intention to appeal, the Bid Appeals Tribunal must notify other bidders who may be adversely affected by the appeal, in writing of the appeal and invite them to respond within five working days.

The address provided for the lodging of appeals is:

Email: Batsecretariat@kzntreasury.gov.za

**The Chairperson
Bid Appeals Tribunal
Private Bag X9082
Pietermaritzburg
3200**

SECTION J: 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 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and

includes other related value-adding activities.

- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the

performance security of the amount specified in SCC.

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 1.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 1.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

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

11. Insurance

1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage

incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 1.The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 2.The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 3.Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 4.Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

- 1.The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 1.Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 2.If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 3.No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 4.The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 5.Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 6.Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
 1. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable

difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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.

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

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

31. Notices

1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 19

SECTION K: AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO-OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

whose signature is

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(if the space provided is not enough please list all the director in the resolution letter)

Note:

The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise, and **such resolution shall include a specimen signature of the signatory.**

- Co-operative: Resolution letter from the directors
- Close Corporation: Resolution letter from the directors
- Company: Resolution letter from the director/s
- Sole Proprietor: Resolution letter from the director
- Partnership: Resolution letter from the director
- Joint Venture / Consortium: Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises

Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Failure to complete, sign and date this form or failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected.

Annexure A: Terms of Reference/ Specifications

APPOINTMENT OF A PANEL TO SUPPLY AND DELIVER PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT TO THE DEPARTMENT FOR A PERIOD OF 36 MONTHS.

1. Definitions of Acronyms/Glossary

EDTEA	Economic Development, Tourism and Environmental Affairs
KZN	KwaZulu - Natal
PPPFA	Preferential Procurement Policy Framework Act No 5 of 2000: Preferential Procurement Regulations 2022
SA	South Africa
SARS	South African Revenue Services
SCM	Supply Chain Management
SLA	Service Level Agreement
TOR	Terms of Reference
B-BBEE	Broad Based Black Economic Empowerment
RFQ.	Request for Quotation
PPE	Personal Protective Equipment
IASP	Invasive Alien Species Programme

2. Departmental and Programme Overview

- 2.1 The KwaZulu-Natal Department of Economic Development, Tourism and Environmental Affairs (EDTEA) is mandated to oversee the socio-economic transformation in the province. Environmental Management, Auxiliary and Asset Management are sub-directorates that procure Personal Protective Clothing and equipment (PPE) which gets issued to staff that require protection when conducting their day to day duties. Environmental Management procures PPE for staff and for its EPWP programme, the Invasive Alien Species Programme, a programme that was established to deal with the management and control of invasive alien plants within the KZN Province.
- 2.2 Invasive Alien Plants (IAPs) are widely considered as a major threat to biodiversity, human livelihoods and economic development. Biological invasions are a growing environmental problem worldwide, and South Africa in particular is home to a large and growing number of invasive species. Alien species can reduce the ability of ecosystems to deliver services, negatively affecting the economy of invaded areas, and ultimately impacting upon all South Africans. Invasive trees and shrubs reduce water runoff and groundwater recharge, reducing the water supplies to already-stressed farms, towns and cities; plants that invade rangelands reduce the capacity of the land to support livestock and threaten the livelihoods of people that depend on livestock production.
- 2.3 Section 24 of the bill of rights guarantees the right to an environment that is not harmful to people's health or wellbeing, and provides for environmental protection for the benefit of future generations through reasonable legislative and other measures that prevent

“ecological degradation, promote conservation, and secure ecologically sustainable development”. This imparts a responsibility both to control invasive species so as to reduce their negative impacts, and to try to preserve any benefits that such invasive species may provide.

2.4 In line with the constitutional obligation, the Department (EDTEA) under its Biodiversity Management Directorate has established a programme (Invasive Alien Species Programme). The strategic objective of the programme is to control the spread of invasive alien plants in communal, public and private terrestrial biomes as well as to develop and implement community based natural resource management and action projects to manage sustainable development. The programme is implemented in a manner that creates short-term jobs and provides training opportunities for the participants. The Programme is constituted within government’s National Expanded Public Works Programme (EPWP) framework which aims to address socio-economic challenges being experienced in the country, hence it is labour intensive. The required Personal Protective Clothing and equipment is to be provided to the project workers that participants within the programme. On the other hand, staff uniform is mainly procured by Auxiliary and Assets units to be issued to Departmental staff that need the utilization of PPE when carrying out their day to day duties.

3. Purpose of the TOR

The purpose of the Terms of Reference is to solicit service providers to form a panel of approved service providers that will supply and deliver protective clothing and equipment for a period of 03 years.

4. Project Objectives

The main objective of the Terms of Reference is to have reputable and experienced service providers placed on a panel invited for the procurement of Protective Clothing and equipment required for various Departmental offices.

In order to operate efficiently and effectively and meet service delivery, the establishment of panel of approved service providers for the procurement of Personal Protective Clothing and equipment is to expedite the procurement process for the selection of service providers to supply the required goods to the Department.

The existence of a panel of approved service providers for the Department will reduce the time period within which the services can be procured as quotations can be invited from the approved service providers via the quotation system. Service providers on the panel will be requested to provide quotations for the specific goods required at that particular time. Once in a panel, service providers will be evaluated on price and preference points only.

4.1. Key Output

The service provider will have to supply required Protective clothing and equipment according to the specification outlined in the RFQ and to be delivered in the respective delivery address specified.

5. Scope of Work and Specification

As part of the scope of work and specification, the following needs to be noted;

- 5.1. Personal protective clothing and equipment, commonly referred to as "PPE", is worn to minimize exposure to hazards that cause serious workplace injuries and illnesses. These injuries and illnesses may result from contact with chemical, radiological, physical, electrical, mechanical, or other workplace hazards.

- 5.2. All personal protective equipment should be safely designed and constructed. It should fit comfortably, encouraging worker use. If the personal protective equipment does not fit properly, it can make the difference between being safely covered or dangerously exposed.
- 5.3. In view of the above, service providers on the panel will be requested to quote for the Protective Clothing and equipment required. Bidders must be able to supply and deliver Protective Clothing and equipment that will be stipulated in the RFQ.
- 5.4. Required items will be supported by a detailed specification with relevant sizes and the quantity required for each. Service providers are to ensure that the required sizes are delivered.
- 5.5. The Department of Transport tariffs for the use of motor transport are to be utilized for the reimbursement in respect of delivering goods required.

5.6. Specific Deliverables

5.6.1. Quality of PPE Required

- 5.6.1.1. All Personal Protective Clothing and equipment to be supplied must be SABS approved in accordance with relevant National Standards.
- 5.6.1.2. Bidders using third party must submit undertaking letter from the manufacturer's who will be supplying for them, confirming that they will be able to supply required protective clothing in a required quantity and will conform to be SABS approved.
- 5.6.1.3. Undertaking letter must be in a letterhead of the third party/manufacturer with contact person's name, contact number and email address.
- 5.6.1.4. The required Personal Protective Clothing and equipment have been grouped into four Category Items namely Category A – Staff Uniform Category B- Body, Foot and Leg Protection Equipment, Category C- Mixed Personal Protective Equipment and Category D - Chainsaw Personal Safety Equipment.
- 5.6.1.5. The following tables present specifications for the four Category Items that bidders can submit bids for.

5.6.2. Specifications for Category A - Staff Uniform

ITEM NO.	DESCRIPTION	SPECIFICATION	ESTIMATED QUANTITY
1	Rain suit	<ul style="list-style-type: none"> • Navy • Zip flap • Clear side panels in hood • Reinforced seams for extra strength • Heat sealed seams for improved water resistance • Concealed elastic storm cuffs • Stow away hood with draw cord • Draw cord in jacket hem • Ankle poppers on trouser hem elasticized waistband 	450

2	Dust Coat	<ul style="list-style-type: none"> • 190g/m2 polycotton twill open neck collar • 4 button closure • Angled chest pocket • Two slanted bottom pockets back panel features center seam and slit opening at the bottom garment features top stitching detail and bar tacks at stress points 	450
3	High Visibility Vest	<ul style="list-style-type: none"> • 100% polyester • High Viz Yellow/ orange • 50 mm reflective tape for increased visibility • Zip closure • ID Pocket 	450
4	High visible rain suit with reflective tape (jacket and pants combo)	<ul style="list-style-type: none"> • Polyester PVC • 50mm reflective tape • Heat sealed seams for improved water resistance • Concealed elastic storm cuff • Stowaway hood with draw cord • Draw cord in jacket hem • Ankle poppers on trouser hem • Elasticised waistband • YKK zip 	450
5	Safety boots for Female	<ul style="list-style-type: none"> • Colour Black • Double density PU/PU sole • Heat resistance up to 95 degrees Celsius • Steel toe cap • Elastic side gussets for extra comfort • EVA cushioned top sock for additional comfort • Seven pair eyelets lace up • Leather upper • Kevlar midsole option available • Antistatic 	450
6	Men's Safety boots	<ul style="list-style-type: none"> • High quality premium leather upper • Extra thick footbed with poron padding • Rubber toe-bumper for added scuff protection • Light weight double density • Highly durable slip and oil resistant outsole • Heat resistant PU sole /Wide profile steel toe cap • Anti-static/ SABS Approved 	450
7	Ankle boot with a classic slip on boot crafted from full grain leather, offering a comfortable fit and suitable for outdoor or indoor work environment	<ul style="list-style-type: none"> • Fabric: Commando full grain leather • Hard wearing PU outsole • Moulded PU innersole for all day comfort • Slip on styling • Super strong elastic side gussets • Nylon pull-tabs for increased durability 	450
8	Short sleeve men's shirts	<ul style="list-style-type: none"> • 100% Cotton Twill • Weight 135gm² • Colour: Stone • Triple Needle lapped seams • Back box pleat for easy movement • Extra length curved hem • Two functional box pleats chest pockets with hook and loop closure • Pen division on left chest pocket • Concealed inner chest pocket 	450

		<ul style="list-style-type: none"> Adjustable button cuff for correct fit Bar tracks on all stress points stitched on all seams Garment has been through an enzyme wash giving it a rugged, worn-in look 	
9	Long sleeve men's shirts	<ul style="list-style-type: none"> 100% Cotton Twill Weight 135gm² Triple Needle lapped seams Back box pleat for easy movement Extra length curved hem Two functional box pleats chest pockets with hook and loop closure Pen division on left chest pocket Concealed inner chest pocket Adjustable button cuff for correct fit Bar tracks on all stress points stitched on all seams Garment has been through an enzyme wash giving it a rugged, worn-in look 	450
10	100% cotton vented long sleeve reflective work shirt	<ul style="list-style-type: none"> Triple needle lapped seams Cotton vents under arms and along back yoke 50mm JW REFLECT 2907 silver reflective tape Button-down front Two front pockets with hook and loop closure Adjustable cuffs Extra length hem Bar tracks on all stress points 	450
11	100% cotton women's long sleeve shirts	<ul style="list-style-type: none"> Pocket flap with pen division and button closure Semi-fitted with back darts Industrial wash Longer length 	450
12	100% cotton women's short sleeve shirts	<ul style="list-style-type: none"> Pocket flap with pen division and button closure Semi-fitted with back darts Industrial wash Longer length 	450
13	Stretch short sleeve men's shirts	<ul style="list-style-type: none"> Double Needle stitched on all seams Minimal Style/ Button down front/Modern fit Shaped hem Contrast Inner collar Hook and loop closure pocket Pen pocket on chest pocket Self-fabric behind chest pocket for reinforcement 	450
14	100% Cotton women's Two-Tone Golfer	<ul style="list-style-type: none"> Fabric: 100% cotton short-sleeve 	450
15	100% Cotton Men's Two-Tone Golfer	<ul style="list-style-type: none"> Rib collar and cuffs Side slits with bar tacks Regular fit for comfort Top stitching on the arm holes and shoulder seams Specialised placket Bio blast technology 	450
16	100% cotton reflective work jacket	<ul style="list-style-type: none"> 50mm JW REFLECTIVE 1204 yellow & silver reflective tape Triple needle lapped seams Chest pockets with press stud closure and pen division Large front pocket Concealed YKK zip Slide slits for ease movement 	450

		<ul style="list-style-type: none"> • Industrial wash • Bar tacks on all stress points 	
17	Women's five pocket fleece jacket	<ul style="list-style-type: none"> • Athletic Fit / 2 Front pockets with zip closure • Convenient left arm wearing pocket with zip closure • 2 Inner mesh fabric pockets • Lip elastic detail on collar, hem & cuffs for a better fit 	450
18	Softshell jackets	<ul style="list-style-type: none"> • Outer shell fabric with bonded fleece in contrast colour • Neck zip guard • Two front pockets with zip closure • Two large Inside pockets • Vertical chest pockets with closure • Draw cord in hem with adjustable toggles for fit adjustment • Adjustable cuffs for secure fit 	450
19	Parka Jackets	<ul style="list-style-type: none"> • Polar fleece lining • Water resistant polyester with PVC coating • Heat sealed seams • Adjustable inner waist draw cord • 8 Multi -purpose pockets • Stow away Hood wit draw cord • Ribbed Storm cuffs • Concealed 2-way YKK Zip with Press stud closure 	450
20	Essential Jackets	<ul style="list-style-type: none"> • A workwear essential keeping you warm and dry. • Fabric: Water Resistant Coated Polyester with Polar Fleece Lining • Black polar fleece lining - 180 gm² • Two large concealed front pockets • Inner chest and back safety pockets • Elasticised cuffs • Turtle neck 	450
21	Flame Retardant Reflective Jacket	<ul style="list-style-type: none"> • Chemically treated to resist heat and sparks • 100% Cotton • Chest stud press closure and pen pocket division • 25mm reflective tape on front, back and sleeves Zip up front closure 	450
22	100% Cotton reflective work trouser	<ul style="list-style-type: none"> • 50mm JW REFLECTIVE 1204 yellow & silver reflective tape • Triple needle lapped seams • Elasticated back waistband • Concealed YKK zip • Two deep slant pockets with self-fabric pocket bags • Ruler pocket • Industrial wash • Bar tacks on all stress points • Back pocket 	450
23	Heavy-duty multi-pocket trouser	<ul style="list-style-type: none"> • Knee & seat patches for durability and reinforcement • Coin Pocket/ Back belt loop/Self fabric pocket flaps • Triple needle Stitching on all seams for extra strength/ Bar tacks on stress points/Concealed YKK Zip • Side Entry pockets • Side leg pockets with hook & loop closure/Antique Brass Zip 	450
24	Cricket hats	<ul style="list-style-type: none"> • Fabric: 100% Cotton Twill • Weight: 310gm² • Sizes Standard • Self- colour stitching 	450

		<ul style="list-style-type: none"> • Self - colour embroidered stitches • Branded brown leather strap with buckle for adjustment • Size: One size fit All 	
25	Brown Dustcoat	<ul style="list-style-type: none"> • Material :100% Cotton Warehouse Coat • Stud front fastening • Centre back vent • Two external patch pockets • One breast pocket • Length 42" 	450
26	Women's five pocket jeans	<ul style="list-style-type: none"> • Five pockets jean styling • Coin pockets on the right hip • Gunmetal rivets on pocket edges • Slim fit jean with regular rise 	450
27	Stretch five pocket jeans trouser	<ul style="list-style-type: none"> • Double Needle lapped seam on inner leg and back rise • Gunmetal rivets on pocket edges • Slim straight leg with five pockets styling and coin pocket 	450
28	Chino men's trousers	<ul style="list-style-type: none"> • Flat front Chino • 2 Deep Slant Pockets with self- fabric pocket bags • Double needle stitching on back rise and inner leg for added strength • Bar tacks on stress points • 2 welt Pockets/YKK brass zip 	450
29	Flame Retardant Reflective Trousers	<ul style="list-style-type: none"> • 50mm JW REFLECT 2907 silver reflective tape • Fluorescent fabric • Chest pocket with hook and loop closure • Chest pocket with pen division • Concealed inner chest pocket • Large front pockets • Concealed YKK zip • Side slits for ease of movement • Bar tacks on all stress points 	450
30	Heavy-duty multi-pocket trouser	<ul style="list-style-type: none"> • Knee & seat patches for durability and reinforcement • Coin Pocket/ Back belt loop/Self fabric pocket flaps • Triple needle Stitching on all seams for extra strength/ Bar tacks on stress points/Concealed YKK Zip • Side Entry pockets • Side leg pockets with hook & loop closure/Antique Brass Zip • 	450
<p>NB: Required branding and sizes of items will be indicated when requests for quotations are sent out. Colour to be required will not be limited to the colour specified in the specification above.</p>			

5.6.3. Specifications for Category B – Body, Foot and Leg Protection Equipment

ITEM NO.	DESCRIPTION	SPECIFICATION	ESTIMATED QUANTITY
1	Two-piece Conti Suits (Acid resistant / Flame retardant) Jacket and pants	<ul style="list-style-type: none"> • Industrial Green Colour • Fabric: 100% Poly cotton (ratio of 80/20 or 65/35) • Weight: 190 to 240gm² 	33 000

		<ul style="list-style-type: none"> • Conti Suit with concealed aluminium zips on the jacket and pants. • Both jacket and pants to have triple needle stitching on all seams for extra strength/Bar tacked pressure points • Jacket with two side pockets and a pouched breast pocket with reinforced triple stitching. • Pants with two side pockets and one back pocket 	
2	High Visibility Vests	<ul style="list-style-type: none"> • 100% polyester • High Viz Yellow/ orange • 50 mm reflective tape for increased visibility • Zip closure • ID Pocket 	30 000
3	T – Shirts	<ul style="list-style-type: none"> • Yellow in Colour, • Round Neck • Short sleeved • Double stitched • 100% cotton (180 grams or more) 	33 000
4	Steel Toe Safety Boots	<ul style="list-style-type: none"> • Oil/Slip Resistant • Ankle Protector • Shock absorbing heel • Colour: Black or Brown • Steel toe cap designed 	30 000
5	Safety Boots	<ul style="list-style-type: none"> • Material: Buffalo leather • Colour: Black • Steel toe cap designed • Oil and acid resistant sole with anti-slip and anti-static properties • Shank reinforcement for support and stability • EVA innersole for comfort and shock absorption 	6 000
6	Flame & Acid Retardant Jacket	<ul style="list-style-type: none"> • Flame retardant. • Acid resistant. • Comes with concealed heavy-duty aluminium zip. • Pen and flap top pocket. • Two lower pockets. • Two side vents for greater flexibility. • Reflective tape on arms. • Bar tacks on all pressure points for strength and durability. • Colour: Navy Blue/Olive Green 	6 000
7	Flame & Acid Retardant Trouser	<ul style="list-style-type: none"> • Elasticated waist with belt loops and metal button. • Flame retardant. • Acid-resistant. • SABS Approved • Fully triple stitched in leg and back rise. • Comes with concealed 18cm aluminum zip fly. • Embroidered with flame retardant logo. • Back pocket. • 50mm silver reflective tape on legs. • Bar tacks on all pressure points for strength and durability. • Colour: Navy Blue/Olive Green 	6 000

8	Flame Retardant & Acid Resistant Conti Suits	<p>JACKET FEATURES:</p> <ul style="list-style-type: none"> • Flame retardant. • Acid resistant. • Comes with concealed heavy-duty aluminium zip. • Pen and flap top pocket. • Two lower pockets. • Two side vents for greater flexibility. • Reflective tape on arms. • Bar tacks on all pressure points for strength and durability. • Colour: Navy Blue/Olive Green <p>TROUSER FEATURES:</p> <ul style="list-style-type: none"> • Elasticated waist with belt loops and metal button. • Flame retardant. • Acid resistant. • Comes with concealed heavy-duty aluminium zip. • Back pocket. • Reflective tape on legs. • Ruler pocket. • Bar tacks on all pressure points for strength and durability. • Colour: Navy Blue/Olive Green 	12 000
9	Sun Hats	<ul style="list-style-type: none"> • Bush Sun hats • 100% cotton • Colour: Industrial Green & Khakhi 	33 000
10	General Purpose Gumboots	<ul style="list-style-type: none"> • Material: Recycled black PVC upper/Virgin PVC sole • Size: 4 - 12 • Colour: Black 	4 000
11	Industrial Safety Helmets	<ul style="list-style-type: none"> • With adjustable easy Snap-on ratchet headband fixed to four anchoring points located on the inner shell of the hard hat • With a foam cushion front sweatband • Complete with 30mm accessory slots • Materials Shell - PP (Polypropylene) or Shell - ABS (Acrylonitrile-Butadiene-Styrene) 	12 000
<p>NB: Required branding and sizes of items will be indicated when requests for quotations are sent out. Colour to be required will not be limited to the colour specified in the specification above.</p>			

5.6.4. Specifications for Category C - Mixed Personal Protective Equipment

ITEM NO.	DESCRIPTION	SPECIFICATION	ESTIMATED QUANTITY
1	Safety Eye Goggles	<ul style="list-style-type: none"> • Goggle Type: Vented • Lens Coating: Anti-Scratch & Anti-Fog • Lens Colour: Clear 	30 000
2	Anti-Fog Goggle	<ul style="list-style-type: none"> • Size: Standard • Colour: Clear • Soft seal & easily adjustable headband • Impact resistant • Anti-fog 	6 000

3	Dust masks	<ul style="list-style-type: none"> • SABS Approved • FFP2 Dust Mask with valve • Particle filtering • Colour: White • Size: Universal • Protection Factor: 10 	20 000 (20 in each box)
4	Nitrile Chemical Gloves	<ul style="list-style-type: none"> • Fabric: Nitrile • Colour: Green • Ideal for protection against mild acids, solvents, oils and greases • With abrasion resistance properties • 330mm - Elbow length 	8 000
5	PVC Elbow Medium Duty Safety Gloves	<ul style="list-style-type: none"> • Material: PPVC • Elbow length • Heat temperature range: 400 degrees Celsius • Coating: PPV • Waterproof • Colour: Red 	30 000
6	Chrome Leather Gloves	<ul style="list-style-type: none"> • Natural grey chrome split leather • 2" cuff • Unlined • Double palm for extra durability • Gunn pattern • Reinforced thumb • 1-piece leather back • Palm width: 13.5cm • Overall length: 26cm • Leathers thickness: 1.4 – 1.6mm 	20 000
7	Short-hand heavy duty chrome leather gloves	<ul style="list-style-type: none"> • Short Heavy-duty Chrome Leather Gloves • Double Palm • cuff 50m 	20 000
8	Wrist-length heavy duty chrome leather gloves	<ul style="list-style-type: none"> • Chrome Leather Glove • Wrist length • Made from Chrome split leather with a thicker layer of leather for the inner fingers • With soft fabric inner lining for extra comfort. 	20 000
9	Safety Hard Hats	<ul style="list-style-type: none"> • Material: Polypropylene copolymer hard hat • Retractable ventilation holes • Ratchet type adjustment for easy fitment • 2-Point adjustable webbed polyester chin strap • Side slots for fitment of face & hearing PPE • 8-Point suspension within the shell provides optimum shock absorption • Additionally, tested for Electrical Isolation at 2000 volts • Complies with the requirements of SANS 1397:2003, Industrial Safety Helmets • CE Approved 	3 000
10	Safety Eyewear - UV/Fog/Scratch Resistant	<ul style="list-style-type: none"> • Clear safety glasses with polycarbonate frame & mono lens • Wide black frame & vinyl temples • Scratch resistant lens • Clear & Amber: Anti-fog lens • Mirror, Green & Grey: Anti-glare lens 	4000

11	Anti-Scratch Anti-Fog Pro View 3 in1	<ul style="list-style-type: none"> • Safety Glasses • Features a prescription lens insert • Detachable strap and micro-fibre pouch included • Anti-scratch • Anti-fog • Available in Grey or Clear lenses 	4000
12	Mask with Respirator	<ul style="list-style-type: none"> • Low breathing resistance for increased wearer comfort • Heavy duty, tab mounted, head straps • Colour coded plastic adjustable nose clip • Soft foam nose piece for comfort and custom fit • Exhalation valve reduces hot air build-up and provides easy breathing in hot and humid environments 	8 000
13	Shoulder Length Rubber Gloves	<ul style="list-style-type: none"> • Shoulder length open cuff gloves • Material: Rubber gloves • Colour: Black • Crinkle finish on hand or rough palm • Smooth finish on cuff • Orange inner colour • Overall length: 55cm 	20 000
14	Industrial Shin Pads/ Leg Protectors	<ul style="list-style-type: none"> • Penetration resistant • Shock absorbing • Flame-resistant shell • SABS Approved /Complies with the following FESA standard: FESA 001:1998 • Dimensions: 47 x 18 x 10cm • Material: Plastic • Colour: Orange 	20 000
15	Smooth PVC Elbow Length Gloves	<ul style="list-style-type: none"> • Fabric: Cotton interlock shell with smooth PVC coating • Size: Standard • Colour: Red • Fully coated • Excellent anti-slip, abrasion and chemical resistance • Oil proof, anti-acid and anti-alkali penetration resistance • Elbow length 	6 000
16	Leather Fabric Back Reinforced Palm Gloves	<ul style="list-style-type: none"> • Fabric: Leather • Size: Standard • Colour: Grey • Heavy duty • Green dyed premium cow split reinforced palm, thumb and index finger • Gunn cut, wing thumb half cotton lined, cotton drill candy back, shirred with a 7cm EVA (Rubber laminated) cotton safety cuff • Wrist length 	6 000
17	Elbow length heavy duty chrome leather gloves	<ul style="list-style-type: none"> • Chrome Leather Glove • Elbow length • Made from Chrome split leather with a thicker layer of leather for the inner fingers • With soft fabric inner lining for extra comfort. 	20 000

NB: Required branding and sizes of items will be indicated when requests for quotations are sent out. Colour to be required will not be limited to the colour specified in the specification above.

5.6.5. Specifications for Category D Items – Chainsaw Safety Equipment

ITEM NO.	DESCRIPTION	SPECIFICATION	ESTIMATED QUANTITY
1	Chainsaw safety gloves	<ul style="list-style-type: none"> • Quality black ballistic nylon palms and cuffs. • Laminated orange nylon backing. • Chain clogging fabric in left mitt. • High visibility • Water resistant. • Colour: Orange or Red 	300
2	Chainsaw safety pants	<ul style="list-style-type: none"> • Material: Polyester and cotton • One pocket at the back • Double stitched • Padding on the front of the legs for protection • Colour: Navy/Black 	300
3	Chainsaw operators' trousers	<ul style="list-style-type: none"> • Material: Polycotton workwear (65% polyester and 35% cotton) • Climate control nylon • Protective tape around the hem prevents boot wear • Reinforced Trousers • Water Resistant • Colour: Navy or Blue • Front: <ul style="list-style-type: none"> ○ High visibility orange panel across the hip ○ Oil and water-resistant nylon panel ○ Reinforced hem ○ Reinforced crotch ○ Reinforced seat ○ YKK Zipper fastening • Back: <ul style="list-style-type: none"> ○ High visibility back pocked ○ Cover extends over calf 	300
4	Chainsaw safety helmets with earmuffs	<ul style="list-style-type: none"> • Helmet with Ear Protector and Wire Mesh Face Shield for Use with Brush Cutters and Chainsaws • 5 in 1 safety helmet comes with helmet • Adjustable/removable earmuffs, plastic visor and mesh visor • Weight 4 kg • Dimensions: 30 × 30 × 30 cm • Colour: Orange 	300
5	Chainsaw Operator safety tops	<ul style="list-style-type: none"> • Chain clogging tunic with chain clogging pad "rhino max" • Polycotton Workwear (65% Polyester and 35% cotton) • Chain clogging pad: The entire front & sleeves have 6 layers of the best chain clogging fabric. • One pocket left front 	300

		<ul style="list-style-type: none"> • Colour: Navy & Bright orange 	
6	Chainsaw Safety Boots	<ul style="list-style-type: none"> • Protective safety boots for chain saw work • Waterproof rubber • Steel toecap • Material: <ul style="list-style-type: none"> ○ Lining 1: Canvas lining, ○ Lining 2: Natural rubber • With saw protection • Fit: Regular • Weight: 3kg • Colour: Black/Brown/Orange 	300
<p>NB: Required branding and sizes of items will be indicated when requests for quotations are sent out. Colour to be required will not be limited to the colour specified in the specification above.</p>			

5.7. Panel Selection Criteria

- 5.7.1 The Department reserves the right to determine the number of service providers that will be placed in the four Category items.
- 5.7.2 Service Providers are required to indicate in the below table the Category Items they are bidding for. Failure to indicate Category Items, will lead to an automatic disqualification.
- 5.7.3 The list and estimate of quantities provided are for a period of three years.

The below table present the four Category Items

List of Category items	Indicate Category Items bidding for
Category A (Staff Uniform)	
Category B (Body, Foot and Leg Protection Equipment)	
Category C (Mixed Personal Protective Equipment)	
Category D (Chainsaw Personal Safety Equipment)	

5.8. Allocation of work for service providers in the panel

- (i) Service providers in the panel will be rotated at the invitation stage. This means that a service provider previously awarded in the respective category will not be invited to quote in the following RFQ's until all service providers have been invited to quote.
- (ii) Service providers to note that being in the panel does not guarantee allocation of work as service providers in the panel will compete on price and preference points.

5.9. Market Analysis and Negotiation

- (i) The Department reserves the right to ascertain the reasonableness of prices submitted by the bidder by comparing market related prices for various goods which will be required in terms of these terms of reference.
- (ii) The prices submitted by service providers may be compared to market prices. If the Department is of the view that the prices submitted by service providers are unreasonable then the Department will negotiate further with the bidder.

- (iii) Should the bidder refuse to reduce prices, the Department may eliminate the bidder and appoint the bidder next in line.

5.10. Specific Tasks and Activities

- (i) Awarded service providers will be expected to supply protective clothing and equipment as specified in the specification.
- (ii) Delivery of goods must be made in accordance with the instructions appearing on the official purchase order issued.
- (iii) All deliveries must be accompanied by a delivery note stating the official order number against which the delivery has been effected.
- (iv) Delivery should be done within 5 working days from the receipt of an official purchase order, except in an emergency cases where required delivery period will be communicated prior.
- (v) Ensure that delivery note is signed by the official accepting delivery.
- (vi) Upon receiving purchase order, successful bidder will be required to submit pre-production sample for the items on order to confirm that the sample is according to the specification.

5.11. Payment and Invoicing

The service provider will only be reimbursed by the Department upon receipt and verification of goods/services received in line with specifications and correct invoice.

5.12. Duration and Phasing

- (i) The duration of the contract is 36 months from the signing of a Service Level Agreement.
- (ii) Successful bidder to ensure that required protective clothing as outlined in the specification is delivered to the correct delivery address within 5 days from the receipts of a purchase order.
- (iii) Specific delivery address will be indicated when requests for quotations are sent out, however, it is going to be at either of the three regional offices namely; Southern Region (Port Shepstone EDTEA Offices), Central Region (Pietermaritzburg-Cascades EDTEA Offices and Northern Region (Umkhuze EDTEA Offices).

6. ENTERPRISE EXPERIENCE

To validate experience indicated hereunder, bidders must provide reference letters from previous clients)

The bidders are required to complete the following table:

Name of the Institution	Project Name	Project Duration	Contact Person	Value of Project

7. REPORTING REQUIREMENTS

Reporting will be done after delivery of the required goods. Th service provider must forward a delivery note to the end user directorate within 2 days from delivery date to ensure confirmation of receipts of goods in good order.

8. EVALUATION PROCESS

8.1. The Evaluation Process will be conducted in the following phases:

Phase 1	Phase 2
Administrative Compliance	Functionality Requirement
Compliance with Mandatory Requirements.	Bidders will be assessed to verify the capacity/capability to execute the contract or the quality aspects of goods or services required.

8.1.1. PHASE 1: MANDATORY REQUIREMENTS FOR ADMINISTRATIVE COMPLIANCE

CSD Registration number	The Entity must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal.
Bidder's Disclosure – SBD 4	Completed and signed
Briefing session	Compulsory

<p>Authority to Sign a Bid: COMPANIES</p>	<p>The bidder must indicate the enterprise status by signing the appropriate box.</p> <p>A resolution letter must be submitted together with this bid and <u>such resolution shall include a specimen signature of the signatory.</u></p>
<p>Authority to Sign a Bid: SOLE PROPRIETOR (ONE – PERSON BUSINESS)</p>	<p>The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box.</p> <p>A resolution letter must be submitted together with this bid and <u>such resolution shall include a specimen signature of the signatory.</u></p>
<p>Authority to Sign a Bid: CLOSE CORPORATION</p>	<p>The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box.</p> <p>A resolution letter must be submitted together with this bid and <u>such resolution shall include a specimen signature of the signatory.</u></p>
<p>Authority to Sign a Bid: CO-OPERATIVE</p>	<p>The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box.</p> <p>A resolution letter must be submitted together with this bid and <u>such resolution shall include a specimen signature of the signatory.</u></p>
<p>Authority to Sign a Bid: JOINT VENTURE</p>	<p>The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box.</p> <p>Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises must be submitted together with this bid and <u>such resolution shall include a specimen signature of the signatory.</u></p>
<p>Authority to Sign a Bid: CONSORTIUM</p>	<p>The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box.</p> <p>Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises must be submitted together with this bid and <u>such resolution shall include a specimen signature of the signatory.</u></p>
<p>Authority to Sign a Bid: PARTNERSHIP</p>	<p>The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box.</p> <p>A resolution letter must be submitted together with this bid and <u>such resolution shall include a specimen signature of the signatory.</u></p>

8.1.2. PHASE 2: FUNCTIONALITY REQUIREMENTS/ CONTRACT EXECUTION CAPACITY AND FINANCIAL CAPABILITY

It is incumbent upon the bidder to adequately demonstrate capacity in the following areas: Experience of the company and financial capacity.

8.1.2.1. Experience of the Company in the Supply and Delivery of goods

The bidder's proven competency in rendering supply and delivery detailing number of years of experience. At least 5 detailed references from clients detailing the actual work completed relating to providing similar service.

8.1.2.2. Financial Capacity

The bidders proven financial capability to provide the services for which they are tendering and to otherwise meet their obligations under the Proposed Contract, the entity is required to provide bank certified evidence of cash/credit/overdraft facility available to the value of R1 500 000.00.

This bid will be evaluated on functionality. Bidders will be assessed in terms of functionality criteria stipulated hereunder. A minimum of 60% of the total points outlined in the Evaluation Grid must be obtained for bidders to be included in the panel.

8.1.2.2.1. EVALUATION CRITERION FOR FUNCTIONALITY:

No	Evaluation Criteria	Guidelines	Maximum Points
1	Experience of Company in the supply and delivery (Provide reference letters)	The bidder's proven competency in rendering a supply and delivery detailing number of years of experience. At least 5 detailed references from clients detailing the actual work completed relating to providing similar service. The reference letters must include the company name, Contactable references and contact numbers, and value of the contract.	50
2	Bidder's Financial Capacity	To confirm that Tenderers are financially viable and have the financial capability to provide the services for which they are tendering and to otherwise meet their obligations under the Proposed Contract, the entity is required to provide bank certified evidence of cash/credit/overdraft facility available to the value of R1 500 000.00 "	50
Overall Score Total			100

Annexure B: EVALUATION GRID

Evaluation Grid Category A (Staff Uniform)

To be completed for tender by each evaluator

Criterion	Maximum Points	Initial assessment
Experience of company in supply and delivery. Bidders must provide reference letters.	(50)	
5+ reference letters	50	
3-4 reference letters	40	
1-2 reference letters	20	
No reference letter	0	
Bidder's Financial Capacity	(50)	
Provided bank certified proof of cash, credit facility/overdraft facility	50	
No proof provided	0	
Total	100	

Evaluation performed by:

Weakness	
Strengths	
Name	
Signature	
Date	

Annexure B: EVALUATION GRID

Category B (Body, Foot and Leg Protection Equipment)

To be completed for tender by each evaluator

Criterion	Maximum Points	Initial assessment
Experience of company in supply and delivery. Bidders must provide reference letters.	(50)	
5+ reference letters	50	
3-4 reference letters	40	
1-2 reference letters	20	
No reference letter	0	
Bidder's Financial Capacity	(50)	
Provided bank certified proof of cash, credit facility/overdraft facility	50	
No proof provided	0	
Total	100	

Evaluation performed by:

Weakness	
Strengths	
Name	
Signature	
Date	

Annexure B: EVALUATION GRID

Category C (Mixed Personal Protective Equipment)

To be completed for tender by each evaluator

Criterion	Maximum Points	Initial assessment
Experience of company in supply and delivery. Bidders must provide reference letters.	(50)	
5+ reference letters	50	
3-4 reference letters	40	
1-2 reference letters	20	
No reference letter	0	
Bidder's Financial Capacity	(50)	
Provided bank certified proof of cash, credit facility/overdraft facility	50	
No proof provided	0	
Total	100	

Evaluation performed by:

Weakness	
Strengths	
Name	
Signature	
Date	

Annexure B: EVALUATION GRID
Category D (Chainsaw Personal Safety Equipment)
To be completed for tender by each evaluator

Criterion	Maximum Points	Initial assessment
Experience of company in supply and delivery. Bidders must provide reference letters.	(50)	
5+ reference letters	50	
3-4 reference letters	40	
1-2 reference letters	20	
No reference letter	0	
Bidder's Financial Capacity	(50)	
Provided bank certified proof of cash, credit facility/overdraft facility	50	
No proof provided	0	
Total	100	

Evaluation performed by:

Weakness	
Strengths	
Name	
Signature	
Date	

Annexure C: CV Format

CURRICULUM VITAE max 3 pages

Proposed role in the project:

- 10. Family name:
- 11. First names:
- 12. Date of birth:
- 13. Nationality:
- 14. Civil status:
- 15. Education:

Institution [Date from - Date to]	Degree(s) or Diploma(s) obtained:

10. **Language skills: Indicate competence on a scale of 1 to 5 (5 - excellent; 1 basic)**

Language	Reading	Speaking	Writing
English			
Portuguese			
French			
Indonesian			
Spanish			

12. **Membership of professional bodies: -**

13. **Other skills: (e.g. Computer literacy, etc.)**

10 **Present position:**

11 **Years within the firm:**

12 **Key qualifications: (Relevant to the project)**

13. **Professional Experience**

Date from - Date to	Location	Company	Position	Description of projects/responsibilities etc.

14. **Other relevant information (e.g., Publications)**

Annexure D: Statement of Exclusivity and availability

Statement of exclusivity and availability

Tender ref: _____

I, the undersigned, hereby declare that I agree to participate exclusively with the tenderer _____ in the above-mentioned service tender procedure. I further declare that I am able and willing to work for the period(s) foreseen for the position for which my CV has been included.

From	To

By making this declaration, I understand that I am not allowed to present myself as a candidate to any other tenderer submitting a tender to this tender procedure. I am fully aware that if I do so, I will be excluded from this tender procedure, the tenders may be rejected, and I may also be subject to exclusion from other tender procedures and contracts funded by the KZN Department of Economic Development Tourism and Environmental Affairs.

Furthermore, should this tender be successful, I am fully aware that if I am not available at the expected start date of my services for reasons other than ill-health or *force majeure*, I may be subject to exclusion from other tender procedures and contracts funded by the KZN Department of Economic Development Tourism and Environmental Affairs and that the notification of award of contract to the tenderer may be rendered null and void.

Name	
Signature	
Date	

Annexure E: OWNERSHIP DEMOGRAPHIC SCHEDULE

✓ Kindly provide the percentage ownership for each owner according to the following demographic categories; African Male, African Female, Coloured Male, Coloured Female, Indian Male, Indian Female, White Male, White Female, Youth, Disabled, Co-operative and Other.

N O.	ID NUMBER	% AFRICAN		% COLOURED		% INDIAN		% WHITE		% YOUTH	% DISABLED	% CO- OPERATIVE	% OTHER (Specify)
		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE				
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
TO TA L													

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