



KWAZULU-NATAL PROVINCE
ECONOMIC DEVELOPMENT, TOURISM
AND ENVIRONMENTAL AFFAIRS
REPUBLIC OF SOUTH AFRICA

Invitation to Tender – ZNT 11 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 TOOLS 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>12h00 am</u>
<u>Briefing Site 2: UMKHANYAKUDE (MKUZE) DISTRICT OFFICE Mzozolo Avenue</u>	<u>8 August 2023</u>	<u>12h00 am</u>
<u>Briefing Site 3: UGU DISTRICT OFFICE 43 Bisset Street, Port Shepstone</u>	<u>10 August 2023</u>	<u>12h00 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
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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 TO SUPPLY AND DELIVER TOOLS 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

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 11 EDTEA 2023/2024

Service: APPOINTMENT OF A PANEL TO SUPPLY AND DELIVER TOOLS AND EQUIPMENT TO THE DEPARTMENT FOR A PERIOD OF 36 MONTHS

<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>12h00 am</u>
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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		
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.

SECTION L: SCHEDULE VARIATIONS FROM GOODS OR SERVICES INFORMATION

Should the Bidder wish to make any departure from or modification in the Special Conditions of Contract, Specifications, Schedule list of Prices/ Quantities/ Drawings or to qualify the bid in any way, he/she shall indicate the proposals clearly hereunder or alternatively make photocopies of the original bid documentation.

[illegible]

SIGNATURE OF BIDDER:

DATE:

Annexure A: Terms of Reference/ Specifications

APPOINTMENT OF A PANEL TO SUPPLY AND DELIVER TOOLS 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 Republic of South Africa is still suffering from the triple challenges of poverty, unemployment and inequality, hence current policies and provincial strategies should be aimed at addressing these issues. Among other objectives, the provincial strategies are currently centred on job creation; rural economic development; skills development; economic transformation and black industrialization. The KwaZulu-Natal Department of Economic Development, Tourism and Environmental Affairs (EDTEA) is mandated to oversee the socio-economic transformation in the province which means it has responsibility to implement programmes responding to the above-mentioned strategies. Furthermore, EDTEA has a mandate to oversee environmental management of natural resources within the KZN province.
- 2.2 The Department (EDTEA) as one of its response to job creation, skills development and environmental management, has created an Expanded Public Works Programme known as Invasive Alien Species Programme, a programme established to deal with the management and control of invasive alien plants within the KZN Province. The main objectives of the IAS programme is to control and manage the spread of invasive alien species within areas of geographical significance and create awareness of its negative impacts. The programme is implemented in a manner that creates more than 8000 short-term jobs per annum and provides training opportunities for the participants. The Programme is constituted within government's National Expanded Public Works Programme (EPWP) framework, hence it is labour intensive. Some of the required tools and equipment are to be provided to project workers that would be involved within the IAS programme.

2.3 Furthermore, this financial year (2023/24), as response to job creation, skills development and environmental management, the Department (EDTEA) has created an Expanded Public Works Programme to assist local municipalities in the collection and disposal of waste within identified waste hot-spot areas. It is envisaged the Waste programme will result in the creation of more than 6000 job opportunities per annum and will also result in provision of training for the participants. Hence, some of the required tools and equipment are to be provided to project workers that would be involved within the Waste programme.

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 tools 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 tools 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 tools 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 tools 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. Tools and equipment are to be utilize by project workers that would be involved with project activities of both alien plant control clearing and waste collection to ensure work effectiveness and efficiency.
- 5.2. Service providers on the panel will be requested to quote for the tools and equipment required. Bidders must be able to supply and deliver tools and equipment that will be stipulated in the RFQ.
- 5.3. 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 and quantities are delivered. Service providers will be required to provide tools and equipment of high-quality standards as per the specifications.
- 5.4. The Department of Transport tariffs for the use of motor transport are to be utilized for the reimbursement in respect of delivering goods required.

5.5. Specific Deliverables

5.5.1. Quality of Tools and Equipment Required

- 5.5.1.1. All tools and equipment to be supplied must be SABS approved in accordance with relevant National Standards.
- 5.5.1.2. Bidders in the panel will be required to provide samples of the required items (one per item). Samples provided will be checked for conformance to specification and quality before the appointment of a service provider is confirmed.
- 5.5.1.3. Bidders using third party must submit undertaking letter from the manufacturers who will be supplying for them, confirming that they will be able to supply required tools and equipment in the required quantity and will conform to be SABS approved.
- 5.5.1.4. Undertaking letter must be in a letterhead of the third party/manufacturer with contact person's name, contact number and email address.
- 5.5.1.5. The tools and equipment required have been grouped into three Category Items namely; Category A - Mixed Tools and Equipment, Category B - Sprayers and Water containers and Category C - Waste Management Tools and Equipment.
- 5.5.1.6. The following tables present specifications for the three Category Items that bidders can submit bids for.

5.5.2. Specifications for Category A - Mixed Tools and Equipment

ITEM NO	DESCRIPTION	SPECIFICATION	QUANTITIES
1	Short Wooden Handle Cane Knives (Celemba)	• 300 Straight blade wooden handle • Blade Length: 355 mm or 440 mm • Blade thickness: 2mm • Handle: Short Wooden handle • SABS Approved • Product Weight 0.67 kg	6000
2	Short Narrow Cane Knives	• Short Narrow cane knives • Colour: Black • Blade width: 80,5 mm or 95 mm • Handle material: Polypropylene • Finish: Epoxy coated • Material: Steel • Carbon steel, hardened, tempered, ground cutting edges and black etch coat finished • SABS Approved	6000
3	Short Cane knife hook poly handle	• Short Cane knife with hooked blade • With Poly Handle • SABS approved • Handle material: Polypropylene • Material: Steel • Manufactured from carbon steel, hardened and tempered • Wooden handle • Durable polypropylene handle moulded directly onto blade, or short wooden handles securely riveted to the blade	4000

		• Blade thickness: 2.0 mm • Blade length: 355 mmc	
4	Cane knife hook wooden handle	• Cane knife with hooked blade • Manufactured from carbon steel, hardened and tempered • Wooden handle • With wooden handle • Blade thickness 2.0mm • Blade length 355mm or 370mm • SAPS Approved	3000
5	Ladies spade	• Spade Ladies • Uses: Digging • Colour: Yellow/Green • Blade width: 160.5 mm or 160 mm • Blade length: 680mm • SABS Approved • Handle material: Steel • Finish: Epoxy coated • Material: Steel	400
6	Slasher Grass Poly Handle	• Slasher Grass Curved 2300 • Colour: Black • Cutting edges sharpened • With durable polypropylene handle moulded directly onto hardened and tempered carbon steel blade. • Blade width: 40 mm • SAPS Approved • Handle Material: Steel • Finish: Tempered • Material: Steel/Polypropylene	1000
7	Wooden Handle Slashers grass cutter	• Slasher Grass Curved 2300 • Cutting edges sharpened • Wooden handle securely riveted to blade • Blade thickness: 2.0 • Length of blade: 690 mm or 900mm • SABS Approved • Manufactured from carbon steel hardened and tempered for durability	500
8	Sharpening file	• Lansky 6" Combo Sharpening Stone • Dark Grey - Coarse Side - 100 grit • Light Grey - Medium Side - 240 grit • Combo Stone Size 2" x 6" (15.24cm)	600
9	Wooden Handle Axe/ Hatchet	• 900g Wooden Handle Axe • Length: 450mm • Weight: 0.09kg • Painted finish	200
10	Machete Long Polypropylene Handle	• Machete Long Polypropylene Handle • Uses: Used to chop dense bush, slashing grass and other regrowth • Colour: Black • Blade width: 30 mm • Handle material: Polypropylene • Material: Steel • Durable polypropylene handle moulded onto hardened and tempered carbon steel blade • Shipping Measurement: ○ Length: 50 mm	2000

		○ Width: 30 mm ○ Height: 540 mm ○ SKU weight: 0.44 kg	
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11	Grip 0.9kg Hatchet Wooden Handle	• Product type: Axes • Grip 0.9kg Hatchet Wooden Handle • Code: GH2580 • Handle length: 380mm. • Forged carbon steel head, hardened and enamelled with polished edge • Hickory handle
12	PVC Tarpaulin	• PVC Tarpaulin • 3m X 3metres • Colour- Royal Blue • Material – Polyethene woven • UV Protected • With Aluminium Eyelets
13	PVC Aprons	• Apron made up of PVC • Neck strap • Back strap with buckle • Use in oil, water, acid, alkali and chemicals • Colour: Industrial Green
14	Regulation 7 First Aid Kit with contents	• First Aid Kit Regulation 7 Metal Box with Contents • Box Material: Metal • Dimensions: 45cm x 35cm x 12cm • Colour: White • Contents to include: ○ 2 x Cotton Wool Roll 50g ○ 1 x 100ml Antiseptic Solution ○ 1 x Gauze Swabs 75mm x75mm 5's ○ 2 x Sterile Gauzes 5's ○ 1 x Metal Forceps ○ 1 x Bandage Scissors ○ 1 x Safety Pins 12's ○ 4 x Non-Woven Triangular Bandages ○ 4 x Conforming Bandages 75mm ○ 4 x Conforming Bandages 100mm ○ 1 x Plaster Roll 25mm x 3m ○ 1 x Non-Allergenic Tape 25mmx 3m ○ 10 x Plasters Assorted ○ 4 x First Aid Dressing No.3 ○ 4 x First Aid Dressing No.5 ○ 4 x Latex Gloves ○ 2 x CPR Mouth Pieces ○ 2 x Plastic Interlocking Splints ○ 1 x Burn Shield 10cm x 10cm • Spill Kit Includes: ○ 1 x Pro-gauze Swabs Non-Sterile (75mmx75mm) 25's ○ 4 x Nitrile Glove Pairs ○ 1 x Plastic Bag ○ 2 x Antiseptic Granules
15	Refill First Aid Kit Regulation 7	• First Aid Kit Regulation 7 Refill • Contents to include: ○ 2 x Cotton Wool Roll 50g ○ 1 x 100ml Antiseptic Solution ○ 1 x Gauze Swabs 75mm x75mm 5's

		○ 2 x Sterile Gauzes 5's ○ 1 x Metal Forceps ○ 1 x Bandage Scissors ○ 1 x Safety Pins 12's ○ 4 x Non-Woven Triangular Bandages ○ 4 x Conforming Bandages 75mm ○ 4 x Conforming Bandages 100mm ○ 1 x Plaster Roll 25mm x 3m ○ 1 x Non-Allergenic Tape 25mmx 3m ○ 10 x Plasters Assorted ○ 4 x First Aid Dressing No.3 ○ 4 x First Aid Dressing No.5 ○ 4 x Latex Gloves ○ 2 x CPR Mouth Pieces ○ 2 x Plastic Interlocking Splints ○ 1 x Burn Shield 10cm x 10cm ○ ○ Spill Kit Includes: ○ 1 x Pro-gauze Swabs Non-Sterile (75mmx75mm) 25's ○ 4 x Nitrile Glove Pairs ○ 1 x Plastic Bag ○ 2 x Antiseptic Granules ● Package Dimensions: 23cm x 12cm x 33cmz
16	Red and White Barrier Tape	● Colour: Red and White Colour ● Size Curve: 75MM ● Length: 500M
17	5L Plastic Measuring Jug	● Volume: 5 Litres ● Made from Polypropylene ● These jugs are clear and autoclavable ● Provided with a handle for easy & convenient lifting ● Raised graduations for easy reading ● Colour: Clear/Natural
18	2L Plastic Measuring Jug	● Plastic Measuring Jug ● Size: 2L ● Calibrated measuring jug made of plastic ● Suitable for a wide range of materials ● Spout designed for excellent pouring control and ease of use ● Dimensions: 19.0 cm x 13.0 cm x 21.0 cm ● Weight: 166 g ● Colour: Clear
		●
NB: Additional specification requirements will be indicated when requests for quotations are sent out.		

5.5.3. Specifications for Category B - Sprayers and Water containers

ITEM NO	DESCRIPTION	SPECIFICATION	QUANTITIES
1	Hand Held 1,5 L Pulsar Sprayers	● Simple and effective hand pressurised sprayer ● Adjustable cone nozzle ● Large filling mouth for easy fill and cleaning ● 1,5 litre working capacity ● Decompression Safety Valve ● SABS Approved ● Blue in colour	9000

2	Handheld 5L Pressure Sprayer	• Tank Capacity: 5 Litre • With shoulder strap • Stainless steel lance • Adjustable brass spray nozzle • Built-in funnel for easy filling • Colour: White • Assembled Dimensions: 18.0 x 18.0 x 42.5 cm	4000
3	Backpack 12 Litre Pressure Sprayer	• Tank Capacity: 12Litres • Working Pressure: 3.0 – 3.5Bar • Hose Length: 1.5m • Nett Weight: 3kg • Package Dimensions: 427 x 172 x 592mm (L x W x H)	3000
4	16 L Knapsack Pressure Sprayer	• Size: 16 Litres pressure sprayer • Adjustable 3 Bar working pressure • Dimensions: 19 x 39 x 52cm • Weight: 3.5kg • Colour: Green/Blue • Material: Durable plastic finish • Lever, Heavy duty lance & arm clamps • Highly resistant pressure chamber • Lightweight • Quick release shoulder straps • Brass fittings	5000
5	Cordless Backpack Pressure Sprayer	• Ryobi Cordless Backpack Pressure Sprayer 18V - XBPS-1200 • Uses: Spraying insecticides and pesticides • Size: 12 Litre tank • Easy fill, translucent 12l tank with 2-mode adjustable flow rate and working pressure • Ergonomic thick padded support with padded shoulder straps and waistband • Telescopic lance with adjustable spray angle and continuous spray slide lock • Water flow rate: 1060 / 1200ml / min. • Max working pressure: 3.5 / 5 Bar. • Hose length: 1.3m	2000
6	25L Water Container	• Rectangular 25 litre water containers • Dimension: 455mm x 240mm x 300mm • Manufactured from high-density polyethylene • Colours: Blue/Clear/Red/White • Cap Size: 60mm cap • Weight: 950g – 1600g • SABS Approved	1200
7	20L Poly Can Drum	• Refillable empty 20L poly can drum • SABS Approved • Size: 20 Litre • Manufactured from high-density polyethylene • Colours: Blue/Clear/Red/White/Natural • Shape: Rectangular	1200
8	20L Bottle with Tap	• Refillable empty 20L poly can drum • SABS Approved • Size: 20 Litre • Manufactured from high-density polyethylene • Colours: Blue/Clear/Red/White/Natural • Shape: Rectangular	400

NB: Additional specification requirements will be indicated when requests for quotations are sent out.			

5.5.4. Specifications for Category C – Waste Management Tools and Equipment

ITEM NO	DESCRIPTION	SPECIFICATION	QUANTITIES
1	16 Tooth Heavy Duty Rake	- Size: 1300MM - Colour: Green & Yellow - Material: Wear resistant materials - SABS Approved	2000
2	25 Teeth Rubber Steel Handle Leaf Rake	25 teeth Rubber Steel handle Leaf Rake - Manufactured: Wear Resistant Materials 25 Tooth Rubber Head with Plastic Coated Steel Handle 25 Tooth Rubber - Rake allows to collect debris without causing damage to grass - Packaging Measurements: - Dimensions: 2.0 cm x 38.0 cm x 126.0 cm - Weight: 722 g	2000
3	Combi Fan Rake	- Combi Fan Rake FG00019 - Uses: Scrapping leaves and grass together - Colour: Yellow/Green - Blade width: 420 mm - Handle material: Steel - Finish: Epoxy coated - Material: Polyethylene	2000
4	Green Leaf Rake	- Size: 1.350MM X 420MM X 220MM - SABS Approved	1000
5	Rubber Rake with Steel Handle	- Rubber Rake with Steel Handle FG00040 - Uses: Scrapping leaves and grass together - Colour: Yellow/Green - SABS approved - Blade width: 30 mm - Handle material: Steel - Finish: Epoxy coated - Material: Rubber - Fabricated from wear resistant materials 26 tooth rubber head with plastic coated steel handle	1000
6	Tough Sweep Broom (450mm)	- Tough Sweep Broom (450mm) - Handle material: Plastic	1000
7	Heavy duty Refuse bags	- Heavy duty refuse bag - Size: 75X95 - Thickness: 50 microns - Colour: Black - Material: LDPE Plastic - Use: Indoor/Outdoor	4000
8	Refuse Bag Heavy Duty Black 750mmx 950x 40 Micron	- Refuse Bag Heavy Duty Black 750mmx 950x 40 Micron - Dimension: - Width: 750 mm - Length: 950 mm - Thickness: 40 Micron	5000

		Quantity: 100 bags per pack	
9	Litter Picker	- Litter Picker - Size: 96cm - Material: Blue plastic grip (PP), 22mm aluminium handle and metal end clip with black PVC cover	5000
10	Polypropylene Woven One Tonne Bulk Bag	- With four lifting loops - Material: White woven polypropylene - Pen Top and Flat bottom - Measure: 1M length by 1M width X 1M height	2000
NB: Additional specification requirements will be indicated when requests for quotations are sent out.			

5.6. Panel Selection Criteria

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

5.6.1. The below table present the three Category Items

List of Category items	Indicate Category Items bidding for
Category A - Mixed Tools and Equipment	
Category B - Sprayers and Water Containers	
Category C - Waste Management Tools and Equipment	

5.7. 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.

5.8. 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.

5.9. Specific Tasks and Activities

- i) Awarded service providers will be expected to supply tools 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 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/pre-purchase sample for the items on order to confirm that the sample is according to the specification.

5.10. 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.

5.11. 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 tools and equipment as outlined in the specification is delivered to the correct delivery address within 5 days from the receipt 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 (Umkhuzo 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. The service provider must forward a delivery note to the end user Directorate within 2 days from delivery date to ensure confirmation of receipt 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
Authority to Sign a Bid: COMPANIES	The bidder must indicate the enterprise status by signing the appropriate box. A resolution letter must be submitted together with this bid and <u>such resolution shall include a specimen signature of the signatory.</u>
Authority to Sign a Bid: SOLE PROPRIETOR (ONE – PERSON BUSINESS)	The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box. A resolution letter must be submitted together with this bid and <u>such resolution shall include a specimen signature of the signatory.</u>
Authority to Sign a Bid: CLOSE CORPORATION	The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box. A resolution letter must be submitted together with this bid and <u>such resolution shall include a specimen signature of the signatory.</u>
Authority to Sign a Bid: CO-OPERATIVE	The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box. A resolution letter must be submitted together with this bid and <u>such resolution shall include a specimen signature of the signatory.</u>
Authority to Sign a Bid: JOINT VENTURE	The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box. 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>
Authority to Sign a Bid: CONSORTIUM	The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box. 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>

Authority to Sign a Bid: PARTNERSHIP	The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box. A resolution letter must be submitted together with this bid and <u>such resolution shall include a specimen signature of the signatory.</u>
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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 - Mixed Tools and 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

Evaluation Grid Category B - Sprayers and Water Containers

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

Evaluation Grid Category C - Waste Management Tools and 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													

□