



**QUOTATION NUMBER: Q 01 EDTEA 2022/2023**

**QUOTATION DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE TECHNICAL TRAINING ON GARMENT COSTING, DOCUMENTATION, ADVANCED PATTERN MAKING, ADVANCED GARMENT CONSTRUCTION, PRACTICAL (PRODUCE OWN GARMENTS AS IF FOR RETAILER**

**DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS**

Private Bag X9152

Pietermaritzburg

3200

**Contact:** Ntombifuthi Shange

**Telephone:** 033 264 2663

**Email:** [ntombifuthi.shange@kznedtea.gov.za](mailto:ntombifuthi.shange@kznedtea.gov.za)

**PLEASE NOTE THAT THIS QUOTATION IS SUBJECT TO SUPPLY CHAIN MANAGEMENT LEGISLATION AND THE GENERAL CONDITIONS OF CONTRACT AS PRESCRIBED BY NATIONAL TREASURY.**

**NB: Kindly Please also submit PROPOSAL on a Flash drive.**

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**SECTION A**  
**INVITATION TO QUOTE**

Quotations are invited for the under-mentioned goods/services:

**QUOTATION NUMBER: Q 01 EDTEA 2022/2023**

Description of goods and services: **APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE TECHNICAL TRAINING ON GARMENT COSTING, DOCUMENTATION, ADVANCED PATTERN MAKING, ADVANCED GARMENT CONSTRUCTION, PRACTICAL (PRODUCE OWN GARMENTS AS IF FOR RETAILER)**

**Bid documents may be deposited in the following before closing date and time:**

Physical Address	Ground Floor 270 Jabu Ndlovu street Pietermaritzburg 3201
Quotation box	Tender box
Closing date	13 June 2022
Closing time	15:00

**Briefing session / meeting details:**

Briefing session date	06 June 2022
Time	11:00
Venue	Teams online meetings

**Technical Enquiries may be directed to the following official(s):**

Name:	Ms Sihle Mazibuko
Contact numbers:	082 808 0191
Email Address:	<a href="mailto:sihle.mazibuko@kznedtea.gov.za">sihle.mazibuko@kznedtea.gov.za</a>

**SCM Enquiries may be directed to the following official(s):**

Name:	Ms Ntombifuthi Shange
Contact numbers:	033 264 2663
Email Address(es):	<a href="mailto:ntombifuthi.shange@kznedtea.gov.za">ntombifuthi.shange@kznedtea.gov.za</a>

**Supplier information:**

Name of Supplier	
Supplier's Physical address	
Supplier's Postal address	
Supplier's telephone number	
Supplier's cell phone number	
Supplier's CSD registration number	MAAA
Tax compliance system pin	

**SECTION B****NOTICES TO BIDDERS REGARDING THE COMPLETION OF FORMS**

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

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 quotation forms be retyped or redrafted. Photocopies of the original quotation 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. Quotations submitted must be complete in all respects.
5. Quotations 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 quotation documents.
6. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the Bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations may be rejected as being invalid.
7. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotations. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
8. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.
9. No quotation sent through the post will be considered if it is received after the closing date and time stipulated in the documentation, and proof of posting will not be accepted as proof of delivery.
10. No quotation submitted by telefax, telegraphic or other electronic means will be considered.
11. Quotations documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.
12. Any alteration made by the Bidder must be initialled.
13. Use of correcting fluid is prohibited
14. Quotations will be opened in public as soon as practicable after the closing time of quotation.
15. Where practical, prices are made public at the time of opening quotation.
16. 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.
17. The bidder must initial each and every page of the quotation document.

**SECTION C****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 Quotation Evaluation Purposes	Yes	No	N/A
<b>Prospective Service Providers MUST complete the following as per the Quotation document:</b>							
<b>Section A</b>	<b>Invitation to Quotation</b>						
	National Treasury Central Suppliers Database Registration Number – completed.	<b>Yes</b>					
<b>Section C</b>	<b>List of all Returnable &amp; Compulsory</b>	<b>Yes</b>					
<b>Section E</b>	Bidder's disclosure- SBD 4	<b>Yes</b>	<b>Yes</b>				
<b>Section F</b>	The National Industrial Participation Programme (Only to be included for bids equal or exceeding R10 000 000)	<b>Yes If Applicable</b>	<b>Yes If Applicable</b>				
<b>Section G</b>	QUOTATION Offer	<b>Yes</b>	<b>Yes</b>				
<b>Section H</b>	<b>Pricing Schedule-Firm Prices</b>			<b>Yes</b>			
	<b>Price Schedule-Professional Services</b>			<b>Yes</b>			
<b>Section I</b>	<b>Special Conditions of Contract</b>	<b>Read Only</b>					
<b>Section J</b>	<b>Questionnaire Replies - To be only included when Quotations for goods are involved.</b>	<b>No</b>	<b>No</b>				

Section/ Schedule	Description	Compulsory (Yes / No)	Non- Submission will render bidders non- responsive (Yes/No)	Compulsory (Yes / No) For Quotation Evaluation Purposes	Yes	No	N/A
<b>Section K</b>	Briefing Session/Site Inspection Certificate - Confirmation of attending briefing session	<b>Yes</b>	<b>Yes</b>				
<b>Section L</b>	<b>Authority to Sign a QUOTATION DOCUMENT</b>						
	Part A – Companies – Completed, Signed and Certified copy of <b>resolution personally</b> signed by the chairperson of board of directors attached	<b>Yes If Applicable</b>	<b>Yes If Applicable</b>				
	Part B – Sole Proprietor – Completed and signed	<b>Yes If Applicable</b>	<b>Yes If Applicable</b>				
	Part C – Partnership – Completed and signed by every partner	<b>Yes If Applicable</b>	<b>Yes If Applicable</b>				
	Part D – Close Corporation- Completed and signed, certified copy of founding statement and resolution by its members attached.	<b>Yes If Applicable</b>	<b>Yes If Applicable</b>				
	Part E- Co-operatives - Completed and signed, certified copy of the co-operative Constitution and resolution by its members attached.	<b>Yes If Applicable</b>	<b>Yes If Applicable</b>				
	Part F – Join Venture – Completed and signed, certified copy of resolution/agreement by	<b>Yes If Applicable</b>	<b>Yes If Applicable</b>				

Section/ Schedule	Description	Compulsory (Yes / No)	Non- Submission will render bidders non- responsive (Yes/No)	Compulsory (Yes / No) For Quotation Evaluation Purposes	Yes	No	N/A
	authorized representatives of the enterprises attached.						
	Part G – Consortium - Completed and signed, certified copy of resolution/agreement by authorized representatives of the enterprises attached.	<b>Yes If Applicable</b>	<b>Yes If Applicable</b>				
<b>Section O</b>	Conditions of QUOTATION - Completed and signed.	<b>Yes</b>	<b>Yes</b>				
<b>Section P</b>	Schedule variations from Goods or Services information (to be used whenever it is applicable)	<b>Yes If Applicable</b>	<b>Yes If Applicable</b>				
<b>Prospective Service Providers MUST provide the following as per the Mandatory Requirements:</b>							
	Certified ID Documents for Directors/Shareholders/Partners or Members	<b>Yes</b>	<b>No</b>				
	A certified copy of the consortium/joint venture agreement <b>must</b> accompany the QUOTATION document before the closing date and time of QUOTATION.	<b>Yes If Applicable</b>	<b>Yes If Applicable</b>				
	Directors of the quoting company/joint venture/consortium must attach certified copies of their ID documents to the QUOTATION.	<b>Yes If Applicable</b>	<b>No</b>				

## **SECTION D**

### **REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE**

1. In terms of the KwaZulu-Natal Supply Chain Management Policy Framework, all suppliers of goods and services are required to register on the Central Suppliers Database.
2. If you wish to apply for Central Supplier Database (CSD) registration, suppliers may go to [www.csd.gov.za](http://www.csd.gov.za) to register or call 033 897 4223/4676/4509 for assistance.
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;
  - 3.1 de-register the supplier from the Database,



- 3.2 cancel a quotation or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable quotation is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to updates its information on the Central Suppliers Database, relating to changed particulars or circumstances.**

**DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE (CSD) IS CORRECT AND UP TO DATE**

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorised representative)

.....

WHO REPRESENTS (state name of bidder)

.....

I 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 QUOTATION.

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

.....

**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

**DATE:**.....

**SECTION E****SBD 4****BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> 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**

i. If so, furnish particulars:

.....  
 .....

<sup>1</sup> 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 consortium<sup>2</sup> 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.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- a. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

<sup>2</sup> 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 F**

This document must be signed and submitted together with your bid

**THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (SBD 5)****INTRODUCTION**

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

**1 PILLARS OF THE PROGRAMME**

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.  
or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.  
or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.  
or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## **2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

## **3 QUOTATION SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the quotation on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful quotation with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- quotation / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 3942401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

## **4 PROCESS TO SATISFY THE NIP OBLIGATION**

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
  - b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. The contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Quotation number

Closing date:.....

Name of bidder.....

Postal address .....

.....

Signature.....

Name (in print).....

Date.....

**SECTION G****QUOTATION OFFER**

(To be completed by Bidder)

**QUOTATION NUMBER: Q 01 EDTEA 2022/2023**

1. QUOTATION PRICE INCLUDING VAT:  
R.....
2. AMOUNT IN WORDS: .....  
.....
3. TIME FOR COMPLETION/ DELIVERY: .....calendar months

**NAME OF BIDDER:****SIGNATURE****DATE:**

.....

.....

.....

**FOR OFFICE PURPOSES ONLY****IMPORTANT****Mark appropriate block with "X"**

- |   |     |    |
|---|-----|----|
| 1. HAVE ANY ALTERATIONS BEEN MADE?  | YES | NO |
| 2. HAS AN ALTERNATIVE QUOTATION BEEN SUBMITTED?   | YES | NO |
| 3. <b>IF APPLICABLE:</b> DID THE BIDDER ATTEND THE OFFICIAL BRIEFING SESSION/ COMPULSORY SITE INSPECTION? | YES | NO |

## SECTION H

**PRICING SCHEDULE – FIRM PRICES (SBD 3.1)**  
**(PURCHASES)**

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

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....	Quotation number: <b>Q 01 EDTEA 2022/2023</b>
Closing Time <b>15:00</b>	Closing date: <b>13 June 2022</b>

OFFER TO BE VALID FOR...90.....DAYS FROM THE CLOSING DATE OF QUOTATION.

ITEM NO.	QUANTITY	DESCRIPTION	QUOTATION PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

- 
- Required by: .....
  - At: .....  
.....
  - Brand and model .....
  - Country of origin .....
  - Does the offer comply with the specification(s)? \*YES/NO
  - If not to specification, indicate deviation(s) .....
  - Period required for delivery .....  
\*Delivery: Firm/not firm
  - Delivery basis .....

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

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable



**PRICING SCHEDULE – NON-FIRM PRICES (SBD 3.2)  
(PURCHASES)**

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....

Quotation number: **Q 01 EDTEA 2022/2023**

Closing Time 15:00

Closing date: **13 June 2022**

OFFER TO BE VALID FOR...90.....DAYS FROM THE CLOSING DATE OF QUOTATION.

ITEM NO. INCLUDED	QUANTITY	DESCRIPTION	QUOTATION PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES)
-			
-	Required by:		.....
-	At:		.....
-	Brand and model		.....
-	Country of origin		.....
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)		.....
-	Period required for delivery		.....
-	Delivery:		*Firm/not firm

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

## PRICE ADJUSTMENTS

### A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.  
 (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**  
 D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.  
 R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).  
 R1o, R2o = Index figure at time of bidding.  
 VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....      Index..... Dated.....      Index..... Dated.....

Index..... Dated.....      Index..... Dated.....      Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF QUOTATION PRICE

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

**PRICING SCHEDULE (SDB 3.3)****(Professional Services)**

Name of bidder.....

Quotation number: **Q 01 EDTEA 2022/2023**

Closing Time 15:00

Closing date: **13 June 2022****OFFER TO BE VALID FOR 90 WORKING DAYS FROM THE CLOSING DATE OF QUOTATION.**

ITEM DESCRIPTION	QUOTATION PRICE IN RSA
CURRENCY	
NO	** (ALL APPLICABLE TAXES INCLUDED)

- The accompanying information must be used for the formulation of proposals.
- Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.  
R.....
- Persons who will be involved in the project and rates applicable (certified invoices must be rendered in terms hereof)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
-----	R-----	R-----
-----	R-----	R-----
-----	R-----	R-----
-----	R-----	R-----
-----	R-----	R-----

- Phases according to which the project will be completed, cost per phase and man-days to be spent

-----	R-----	-----days
-----	R-----	-----days
-----	R-----	-----days
-----	R-----	-----days

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
_____	.....	.....	R.....
_____	.....	.....	R.....
_____	.....	.....	R.....
TOTAL: R.....			

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

5.2 Other expenses, for example accommodation (specify, e.g. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
_____	.....	.....	R.....
_____	.....	.....	R.....
_____	.....	.....	R.....
_____	.....	.....	R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of quotation .....

7. Estimated man-days for completion of project .....

8. Are the rates quoted firm for the full period of contract? \*YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

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

## SECTION I

### SPECIAL CONDITIONS OF CONTRACT

#### SECTION 1 – DEFINITIONS

##### **1. DEFINITIONS**

- 1.1 “Department” means the Department of Economic Development, Tourism and Environmental Affairs in the KwaZulu-Natal Provincial Administration.
- 1.2 “Head” means the officer appointed to the post of Head of the Department, who has signed this contract and shall include any person acting in that capacity.
- 1.3 “Service Provider” means the person or persons, partnership, firm or company or close corporation, etc. whose QUOTATION for this work has been accepted, and who has, or have, signed this Contract, and shall include his or her heirs, executors, administrators, successors, and any representative, duly appointed, with the consent in writing of the Employer.
- 1.4 “Team” means person or persons representing or acting on behalf of the Service Provider in the execution of this Contract.
- 1.5 “Written instructions” means any printed, typed or written documents or letter signed by or on behalf of the Head and addressed to the Service provider for the purpose of his guidance, direction or instruction.

#### SECTION 2 - INSTRUCTION TO BIDDERS

##### **2. INSTRUCTION TO BIDDERS**

- 2.1.1 The service provider must be a legal entity, person or consortium with all other necessary expertise.
- 2.1.2 Be registered with the National Treasury Central Service Providers Database. Proof of registration together with the number must be provided as part of the proposal.
- 2.1.3 The service provider must fully complete all the relevant sections in the quotation document failure to complete the relevant sections will results in quotation disqualification.
- 2.1.4 Service providers to ensure that all Tax matters to be in order.
- 2.1.5 Service providers are required to declare in writing, as part of their proposals submissions, that they have no conflict of interest in acting for the KZNEDTEA in this assignment.
- 2.1.6 KZNEDTEA will enter into agreement with the selected service provider for the work set out in these Terms of Reference. In the event of any conflict arising between the Terms of Reference and the agreement, the agreement will prevail.
- 2.1.7 The persons proposed for the profession work on the assignment shall themselves carry out the work, unless permission is granted by KZNEDTEA to replace them. Such permission will only be granted in exceptional circumstances.
- 2.1.8 The cost of preparing proposals and of negotiating the contract is not reimbursable.

- 2.1.9 KZNEDTEA is not bound to accept any proposals submitted and reserve the right to negotiate price with the preferred service provider and to request improvements to the service provider's team if deemed necessary.
- 2.1.10 KZNEDTEA reserves the right to interview short-listed service providers if required and /or call for the best and final offers from one or more service providers.
- 2.1.11 Any effort by the service provider to influence proposal evaluation, proposal comparisons or proposal award decisions in any manner, will result in rejection of the proposal concerned.
- 2.1.12 Copyright, patent rights and other similar rights in any works or products created as a result of the performance of this project / assignment shall vest in and are hereby transferred to KZNEDTEA, unless specifically agreed to otherwise, in the form of individual written, Agreement signed by both parties.
- 2.1.13 For this purpose only, all works created in terms of this project / assignments thereof shall be deemed to have been created under control and direction of KZNEDTEA and be the property of KZNEDTEA.
- 2.1.14 All information documents, records and books provided by KZNEDTEA to any service provider in connection with the proposal or otherwise are strictly private and confidential.
- 2.1.15 Any proposer to any third party shall not disclose them, except with the express consent of KZNEDTEA, which shall be granted in writing prior to such disclosure. KZNEDTEA however, reserves the right to disclose any information provided by the service provider to any of its employees.
- 2.1.16 KZNEDTEA requires no quotation surety, but services providers should note that KZNEDTEA reserves the right to review this position at contractual stages.
- 2.1.17 KZNEDTEA reserves the right to downscale the required services should the need arise; however, this will be done on a consensus basis.
- 2.1.18 The proposal must remain valid for the period of the assignment. Prices indicated in the proposal must remain firm for the duration of the assignment after the award has been made.
- 2.1.19 KZNEDTEA reserves the right to visit the premises of the short-listed service providers prior to the assignment being awarded and after the contract has been signed.

## **2.2. EQUIPMENT**

Cell phones and any other equipment, where required, must be provided at own cost by the Contractor. All official cell phone calls will only be reimbursed by the Department if supported evidence is provided.

## **2.3 LANGUAGE MEDIUM**

The language medium for all documentation related to the Contract shall be in English.

## **2.4 PAYMENT**

Once a contract is awarded the supplier must complete an Original Bas Entity Form available from the Department. This form must be submitted together with a cancelled cheque or a certified bank statement

and a certified copy of the ID of the person who signs the financial detail certificate.

### **SECTION 3 – SUPPLY CHAIN MANAGEMENT PROCEDURES**

#### **3. SUPPLY CHAIN MANAGEMENT PROCEDURES**

##### **3.1 PROCEDURES FOR SUBMISSION**

- 3.1.1 It is the responsibility of the service providers to ensure that their proposals are in the bid Box by deadline date and time.
- 3.1.2 Bids/quotations are late if they are received at the address indicated in the BID/quotation documents after the closing date and time.
- 3.1.3 A late bid/quotation shall not be considered and, where practicable, shall be returned unopened to the Bidder.
- 3.1.4 No late quotations are accepted.
- 3.1.5 Bidders must please ensure that in all instances, the quotation reference number as well as the name of the project or quotation is clearly written in bold on the envelope.

##### **3.2 VERIFICATION OF NATIONAL TREASURY CENTRAL SUPPLIERS DATABASE**

- 3.2.1 The Department will verify the following information of the National Treasury Central Suppliers Database.
  - a) Business registration, including details of directorship and membership;
  - b) Bank account holder information;
  - c) In the service of the state status;
  - d) Tax compliance status;
  - e) Identity number;
  - f) Tender defaulting and restriction status; and
  - g) Any additional and supplementary verification information communicated by the National Treasury.
- 3.2.2 Suppliers / service providers to ensure that the above information are updated and correct on the National Treasury Central Suppliers Database.

##### **3.3 GENERAL EVALUATION CRITERIA**

- 3.3.1 The Quotation Evaluation Committee will assess offers and adhere to the following basic guidelines when evaluating.
  - a) Whether all the required information called for in the quotation document has been submitted by the bidder.
  - b) Bids/quotations that fail to achieve the minimum qualifying score (60%) for functionality must be disqualified.



- c) Did the Bidder attend the site inspection if compulsory?
- d) Will the Bidder be in a position to successfully execute the contract?
- g) Invitation of quotations can only happen if the following is not met.
  - Due to changed circumstances, there is no longer a need for the services, works or goods requested. [AOs / AAs must ensure that only goods, services or works that are required to fulfil the needs of the institution are procured]; or
  - Funds are no longer available to cover the total envisaged expenditure. [AOs / AAs must ensure that the budgetary provisions exist]; or
  - No acceptable quotations are received. [If all quotations received are rejected, the institution must review the reasons justifying the rejection and consider making revisions to the specific conditions of contract, design and specifications, scope of the contract, or a combination of these, before inviting new quotations]; or
- h) There is a material irregularity in the tender process.

### **3.4 JOINT VENTURES**

- 3.4.1 In terms of the Supply Chain Management Policy Framework, a consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.
- 3.4.2 Should this quotation be submitted by a joint venture, a certified copy of the joint venture agreement must accompany the quotation document before the closing date and time of quotation? The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 3.4.3 Failure to submit the joint venture Agreement will result in a company being disqualified.

### **3.5 VALIDITY PERIOD AND EXTENSION THEREOF**

- 3.5.1 The validity (binding) period for the quotation must be Ninety (90) days from close of bid/quotation. However, circumstances may arise whereby this KZN Department of Economic Development, Tourism and Environmental Affairs may request the Bidders to extend the validity (binding) period.
- 3.5.2 Should this occur, the KZN Department of Economic Development, Tourism and Environmental will request bidders to extend the validity (binding) period under the same terms and conditions as originally tendered for by bidders.
- 3.5.3 This request will be done before the expiry of the original validity (binding) period.

### **3.6 ELECTRONIC PAYMENTS**

Once a contract is awarded the supplier must complete an Original Bas Entity Form available from the Department. This form must be submitted together with a cancelled cheque or a certified bank statement and a certified copy of the ID of the person who signs the financial detail certificate.

### **3.7 APPEALS PROCESS**

All service providers are advised to refer to KZN SCM policy framework for the appeal process and procedures. The SCM policy framework is available on KZN Treasury website. [www.kzntreasury.gov.za](http://www.kzntreasury.gov.za)

### **3.8 DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER**

3.8.1 The Bidder must furnish the following details of all current contracts:

- Date of commencement of contract/s;
- Expiry date/s;
- Value per contract; and
- Contract details. That is, with whom held, phone number and address/s of the company.

## **SECTION 4 - SPECIAL CONDITIONS OF CONTRACT**

### **4. SPECIAL CONDITIONS OF CONTRACT**

#### **4.1 LIABILITY**

The contractor shall be liable for the acts and omissions of its personnel and /or employees in the execution of their duties against:

- a) any damage to the Department's property, whether movable or immovable;
- b) loss of property belonging to the Department
- c) liability in respect of any damage to property, whether movable or
- d) immovable from third parties;
- e) liability in respect of loss property belonging to third parties; and
- f) liability in respect of the death of, unlawful arrest, injury, illness or disease to any person.

#### **4.2 INDEMNITY CLAUSE**

The Department will not be held responsible for any injuries incurred by the Contractor while rendering the service.

#### **4.3 PENALTIES**

Should at any time during the contract period be determined that the Contractor's personnel failed to perform in one or other facet of their duties without a reasonable motivation the contract will be terminated.

#### **4.4 CONTRACT NOT TO BE CEDED OR ASSIGNED WITHOUT APPROVAL**

The Contractor will not be allowed to cede or assign his rights and / or obligations under the contract or to sublet the contract work or any part thereof, without the consent of the Department.

#### **4.5 EXECUTION OF WORK**

The service rendered shall be carried out by the Contractor in a thorough and workman manner and to the satisfaction of the Department.

#### **4.6 INSPECTION OF SITE**

The Contractor shall have inspected the site and to have satisfied himself / herself before submitting his quotation, as to the nature of the work amount of personnel required and material necessary to render the service as required in the quotation document.

#### **4.7 CARE OF THE WORKS**

The obligation to take care of and provide custody for the contract work and everything connected therewith shall rest solely with the Contractor who shall take all necessary precautions to prevent injury to persons or damage to property and to protect adjoining properties from trespass or damage to progress of the contract.

#### **4.8 REMUNERATION**

- 4.8.1 The Department shall remunerate the Service Provider in respect of its services in accordance with the appropriate conditions as set forth.
- 4.8.2 The Service Provider agrees hereto that responsibility of payment for services rendered to the Department shall vest in the Service Provider, who shall on monthly basis submit an invoice to the Department.
- 4.8.3 The service Provider shall submit to the Department a tax invoice for each month, and the Department shall pay to the Service Provider the amount of invoice within 30 (thirty days) of receipt of an agreed invoice. All supporting documents must be attached to all invoices submitted.
- 4.8.4 In the event that the Department is not satisfied with the performance of the Service Provider, the Department shall give written notice to this effect to the Service Provider providing sufficient detail and a reasonable time frame to enable the service provider to rectify such performance.
- 4.8.5 In the event of the entire amount or a portion of the invoice being disputed by the Department, only a portion in the dispute shall be held for payment, until the dispute is resolved. The undisputed portion shall be paid to the Service Provider within the stipulated time frames.
- 4.8.6 International and Domestic Travel to be undertaken by the service provider shall be as per the Travel Policy of the Department.
- 4.8.7 Disbursements shall be claimed as per the Subsistence and Travel policy of the Department.
- 4.8.8 The Service Provider shall immediately give notice of any circumstances preventing it from completing its obligations in terms of the contract.

#### **4.9 TERMINATION OF SERVICES**

- 4.9.1 Should the Contractor fail to meet the conditions of the contract, or continue rendering unsatisfactory service, the Department reserves the right to terminate the contract, after written notification has been

served on the Contractor, with retention of the right to recover from the Contractor any losses which the Department may suffer/ incur as a result of the failure, without prejudicing any other rights it may have.

4.9.2 The Department reserves the right to terminate the agreement, should the Institution, for any reason, be permanently closed or transferred to another location.

4.9.3 KZNEDTEA reserves the right to terminate the contract of any assignment to any party if there are reasonable grounds for considering that there is non-performance by the contracted service provider.

4.9.4 KZNEDTEA also reserves the right to curtail the scope of the assignment awarded or to curtail any aspect of the assignment by mutual agreement. In the event of any such cancellation or curtailment, the service provider shall have no claim or recourse against KZNEDTEA, of whatever nature, save the recoupment of the service provider's actual and reasonable costs already expended on the project.

#### **4.10 UNSATISFACTORY PERFORMANCE**

4.10.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

4.10.2 Before any action is taken, the KZNEDTEA shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (14 days minimum). If the contractor does not perform satisfactorily despite the warning the KZNEDTEA will:

- a) take action in terms of its delegated powers;
- b) make a recommendation for cancellation of the contract concerned.

#### **4.11. VAT**

- i. Quotation prices must be inclusive of VAT.
- ii. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
  - a. The name, address and registration number of the supplier;
  - b. the name and address of the recipient;
  - c. an individual serialised number and the date upon which the tax invoice is issued;
  - d. a description of the goods or services supplied;
  - e. the quantity or volume of the goods or services supplied;
  - f. either –
    - iii. the value of the supply, the amount of tax charged and the consideration for the supply; or
    - iv. where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

#### **4.12 REMUNERATION WORK OUTSIDE THE PUBLIC SERVICE**

4.12.1 An employee cannot, without approval, undertake remunerative work outside his or her official duty. Written permission must be granted by the Executive Authority or an official authorised by the Executive Authority.

4.12.2 An employee is prohibited from serving on the Board of Directors of private sector organizations without the written permission granted by the Executive Authority or an official authorized by the Executive Authority.

**4.13 RESTRICTION OF SUPPLIERS, SHAREHOLDERS AND DIRECTORS**

4.13.1 AOs / AAs may notify in writing of the intention to restrict a person from doing business with the state as prescribed by clause 6 of PFMA SCM instruction no. 03 of 2021/2022.

**SECTION J**  
**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 K****OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE (SBD 10)****APPLICABLE**

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

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

**QUOTATION NUMBER: Q 01 EDTEA 2022/2023**

**QUOTATION DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE TECHNICAL TRAINING ON GARMENT COSTING, DOCUMENTATION, ADVANCED PATTERN MAKING, ADVANCED GARMENT CONSTRUCTION, PRACTICAL (PRODUCE OWN GARMENTS AS IF FOR RETAILER**

**Briefing Site 1**

**Date : 06 June 2022**

**Time : 11:00 Am**

**venue : Teams online meetings**

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 L****AUTHORITY TO SIGN A QUOTATION****A. COMPANIES**

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this quotation to do so, as well as to sign any contract resulting from this quotation and any other documents and correspondence in connection with this quotation and/or contract on behalf of the company must be submitted with this quotation, that is before the closing time and date of the quotation.

**AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the Board of Directors on.....20.....,

Mr/Mrs/Miss..... (whose signature appears below) has been duly authorised to sign all documents in connection with this QUOTATION on behalf of

(Name of Company) .....

**IN HIS/HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF COMPANY:** .....

(PRINT NAME)

**SIGNATURE OF SIGNATORY:** .....

**DATE:** .....

**WITNESSES:    WITNESS:**                      1.....

2.....

**B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)**

I, the undersigned..... hereby confirm that I am the sole owner of the business

Trading as

.....

.....  
**SIGNATURE**  
(PRINT NAME)

.....  
**DATE**



**C. PARTNERSHIP**

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner

Residential address

Signature

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

We, the undersigned partners in the business trading as.....hereby authorized

.....to sign this quotation as well as any contract resulting from the  
quotation and any other

documents and correspondence in connection with this quotation and /or contract on behalf of

.....  
**SIGNATURE**

(PRINT NAME)

.....  
**SIGNATURE**

(PRINT NAME)

.....  
**SIGNATURE**

(PRINT NAME)

.....  
**DATE**.....  
**DATE**.....  
**DATE**

**D. CLOSE CORPORATION**

In the case of a close corporation submitting a quotation, a certified copy of the Founding Statement of such corporation shall be included with the quotation, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on ..... 20..... at .....  
.....Mr/Mrs/Miss....., whose signature appears  
below, has been authorised to sign all documents in connection with this quotation on behalf of (Name of Close  
Corporation).....

**SIGNED ON BEHALF OF CLOSE CORPORATION:** ..... (PRINT NAME)  
**IN HIS/HER CAPACITY AS** ..... **DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:**    **WITNESSES:**

1    .....

2    .....

**E. CO-OPERATIVE**

A certified copy of the Constitution of the co-operative must be included with the quotation, together with the resolution by its members authoring a member or other official of the co-operative to sign the quotation documents on their behalf.

By resolution of members at a meeting on ..... 20..... at  
.....Mr/Mrs/Miss....., whose signature appears below, has  
been authorised to sign all documents in connection with this quotation on behalf of (Name of co-  
operative).....

**SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:**

(PRINT NAME)

.....

**IN HIS/HER CAPACITY AS:** .....

**DATE:** .....

**SIGNED ON BEHALF OF CO-OPERATIVE:** .....

**NAME IN BLOCK LETTERS:** .....

**WITNESSES:      WITNESSES:**

1      .....

2      .....

**F. JOINT VENTURE**

If a Bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this quotation to do so, as well as to sign any contract resulting from this quotation and any other documents and correspondence in connection with this quotation and/or contract on behalf of the joint venture must be submitted with this quotation, before the closing time and date of the quotation.

**AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE**

By resolution/agreement passed/reached by the joint venture partners  
on.....20.....Mr/Mrs/Miss.....,Mr/Mrs/Miss.....  
.....Mr/Mrs/Miss.....and Mr/Mrs/Miss..... (Whose signatures  
appear below) have been duly authorised to sign all documents in connection with this quotation on behalf of:  
(Name of Joint Venture).....

**IN HIS/HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF (COMPANY NAME):** .....

(PRINT NAME)

**SIGNATURE:** ..... **DATE:** .....

**IN HIS/HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF (COMPANY NAME):** .....

(PRINT NAME)

**SIGNATURE:** ..... **DATE:** .....

**IN HIS/HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF (COMPANY NAME):** .....

(PRINT NAME)

**SIGNATURE:** ..... **DATE:** .....

**IN HIS/HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF (COMPANY NAME):** .....

(PRINT NAME)

**SIGNATURE:** ..... **DATE:** .....

**G. CONSORTIUM**

If a Bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this quotation to do so, as well as to sign any contract resulting from this quotation and any other documents and correspondence in connection with this quotation and/or contract on behalf of the consortium must be submitted with this quotation, before the closing time and date of the quotation.

**AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM**

By resolution/agreement passed/reached by the consortium on.....20.....

Mr/Mrs/Miss.....(whose signature appears below) have been duly authorised to sign all documents in connection with this QUOTATION on behalf of:(Name of Consortium).....

**IN HIS/HER CAPACITY AS:**.....

**SIGNATURE:**.....

**DATE:**.....

(PRINT NAME)

**SECTION M****CONDITIONS OF QUOTATION**

1. I/We hereby quote to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Provincial Administration (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the Quote documents (and which shall be taken as part of and be incorporated into this Quote) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
  - (a) the offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the quote;
  - (b) this quote and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the National Treasury General Conditions of Contract and Standard Quotation Documents, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal Conditions of Contract, with which I/we are fully acquainted;
  - (c) if I/we withdraw my quote within the period for which I/we have agreed that the quote shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my quote or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Province any additional expenses incurred by the Province having either to accept any less favourable quote or, if fresh quotations have to be invited, the additional expenditure incurred by the invitation of fresh quotations and by the subsequent acceptance of any less favourable quotations. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other quotations or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other quotations or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Province may sustain by reason of my default;
  - (d) if my quotation is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
  - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my quotation and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :  
  
.....  
  
.....
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my quotation: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.

5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.
6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this quotation or any related quotations by completion of the Declaration of Interest Section.

## 7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- (1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Province, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then the Province, in addition to any remedies it may have, may:-
- (a) Recover from the contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the contract, and/or
  - (b) Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS ..... DAY OF ..... 20 ..... AT .....

.....  
SIGNATURE OF BIDDER OR DULY  
AUTHORISED REPRESENTATIVE

.....  
NAME IN BLOCK LETTERS

ON BEHALF OF (BIDDER'S NAME) .....

CAPACITY OF SIGNATORY .....

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE) .....

POSTAL ADDRESS .....

TELEPHONE NUMBER: .....

FAX NUMBER: .....

CELLULAR PHONE NUMBER: .....

E-MAIL ADDRESS: .....

## SCHEDULE VARIATIONS FROM GOODS OR SERVICES INFORMATION

[illegible]

**DATE:** .....



**ANNEXURE B: GENERAL CONDITIONS OF CONTRACT****GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT****July 2010****NOTES**

The purpose of this document is to:

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

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

**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 quotations.
- 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 quotation submission) designed to establish quotation 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 quotation 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 quotations, contracts and orders including quotations for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the quotation 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 quotation documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a quotation. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to quotation 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](http://www.treasury.gov.za)

## **4. Standards**

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

### **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.

5.5

## **6. Patent rights**

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

## **7. Performance Security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful Bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the quotation documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Inspections, tests and analyses**

8.1 All pre-bidding testing will be for the account of the Bidder.

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

## 9. Packing

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

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental Services**

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

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

#### **14. Spare parts**

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

## **16. Payment**

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

## **17. Prices**

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

## **18. Contract Amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**



- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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**

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

**23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and

- (iv) the reasons for the restriction.

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

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

## **24. Anti-dumping and countervailing duties and rights**

- 24.1 When, after the date of quotation, 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**

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

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

## **28. Limitation of liability**

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

## **29. Governing Language**

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

### **30. Applicable Law**

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

### **31. Notices**

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

### **32. Taxes and duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any Bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the Bidder. This certificate must be an original issued by the South African Revenue Services.

### **33. National Industrial Participation (NIP) Programme**

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

### **34 Prohibition of Restrictive practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is

between parties in a horizontal relationship and if a Bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

- 34.2 If a Bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a Bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the quotation (s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the Bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the Bidder(s) or contractor(s) concerned.

## ANNEXURE C

**KWAZULU-NATAL PROVINCE**

ECONOMIC DEVELOPMENT, TOURISM  
AND ENVIRONMENTAL AFFAIRS  
REPUBLIC OF SOUTH AFRICA

**TERMS OF REFERENCE**

**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE TECHNICAL  
TRAINING ON GARMENT COSTING, DOCUMENTATION,  
ADVANCED PATTERN MAKING, ADVANCED GARMENT CONSTRUCTION,  
PRACTICAL (PRODUCE OWN GARMENTS AS IF FOR RETAILER)**

**Contact details****Ms Sihle Mazibuko****KZN Department of Economic Development, Tourism and Environmental Affairs****270 Jabu Ndlovu Street****Pietermaritzburg****3200****Tel. 082 808 0191****E-mail: [sihle.mazibuko@kznedtea.gov.za](mailto:sihle.mazibuko@kznedtea.gov.za)**

## 1 BACKGROUND AND INFORMATION

### 1.1 DEFINITIONS OF ACRONYMS/GLOSSARY

<b>TOR</b>	Terms of reference
<b>SP</b>	Service Provider
<b>SMMEs</b>	Small, Micro and Medium Enterprises
<b>SLA</b>	Service Level Agreement
<b>SETA</b>	Sector Education Training Authority
<b>SCM</b>	Supply Chain Management
<b>SANAS</b>	South African National Accreditation System
<b>SARS</b>	South African Revenue Services
<b>PPPFA</b>	Preferential Procurement Policy Framework Act No 5 of 2000: Preferential Procurement Regulations 2011
<b>POE</b>	Portfolio Of Evidence
<b>NQF</b>	National Qualifications Framework
<b>MEC</b>	Member of the Executive Council
<b>EME</b>	Exempt Micro Enterprise
<b>QSE</b>	Qualifying Small Enterprise
<b>KZN</b>	KwaZulu - Natal
<b>ETDP</b>	Education, Training and Development Practices
<b>EDTEA</b>	Economic Development, Tourism and Environmental Affairs
<b>FP&amp;M-Seta</b>	Fibre Processing & Manufacturing Seta
<b>CV</b>	Curriculum Vitae
<b>OV</b>	Operation Vula

### 1.2 DEPARTMENTAL PROGRAMME OVERVIEW

**The Enterprise Development Chief Directorate** co-ordinates small enterprise development support services and promotes the development of sustainable SMMEs and co-operatives/social enterprises that contribute to wealth and job creation. Further it aims at improving the state of readiness of small enterprises towards contributing to economic growth, inclusion and local economic development.



The Enterprise Development programme amongst other things identifies market failures that contribute towards the exclusion of small enterprises in the mainstream economy and provides appropriate business support and business development services to such small enterprises

### 1.3 RATIONALE OF THE PROJECT

- 1.3.1 The Executive Council approved the ground-breaking socio-economic transformation programme for the Province, namely Operation Vula. This happened after the adoption by Cabinet of the Procurement Indaba resolutions held on on the 13<sup>th</sup> - 14<sup>th</sup> of August 2015.
- 1.3.2 The Procurement Indaba resolved that the Provincial Government must immediately identify commodities/sectors for Targeted Procurement in the Province. The Procurement Indaba further set specific targets for the implementation of KZN Targeted Procurement commodities/sectors: 35% Youth, 30% Women, 10% Military Veterans, 5% for People with disabilities, and an overall 60% for Africans must be achieved. The Cabinet mandated the Department of Economic Development Tourism & Environment Affairs, Treasury, and the Public Works to convene an urgent *Procurement Indaba Resolution Implementation Workshop* to finalize, among others, the KZN commodities/sectors for Targeted Procurement. The workshop identified 58 KZN commodities/sectors for Targeted Procurement which was later presented and approved by the Cabinet, and six commodities were identified for implementation in the first phase. Immediately, after the Cabinet approval of the commodities for targeted procurement the Technical Steering Committee was established to develop a detail implementation plan, which again, has been approved by the Cabinet for implementation. The following are six commodities for implementation in the first phase: infrastructure development, clothing & textile, paper & pulp, office furniture, bakery, and fertilize.
- 1.3.3 **Enterprise Development:** targeted Procurement commodities/sectors will be accompanied by an enterprise and supplier development programme to deal with technical training. In this regard, the Provincial Government, Organ of state and public entities should empower the Historically Disadvantaged Individuals in consistence with transformation policy framework. Such enterprise and supplier development programme will ensure sustainability of awarded contracts, increase participation of blacks, women and youth in commodities/sectors identified for this initiative. The Targeted Procurement in the Province will have elements of skills transfer, technical training, mentorship, and incubation. This means that the Department must set aside budget for partnership with key stakeholders that are critical in the effective implementation of the Enterprise and Supplier

Development programme under Operation Vula. For example, synergistic partnerships will be established with the Public or Private sectors.

Furthermore, the Enterprise and Supplier Development Support Programme will prioritize the preparation and readiness of SMMEs and Cooperatives as effective, efficient, reliable stakeholders and empowered suppliers of goods and services to the public and private sector, thereby benefiting from the public sector targeted procurement policies and enterprise development initiatives by the private sector. In this regard, the programme will focus on providing business support, particularly to small manufacturing industries, including:

- Business Linkages (targeting the top 10 big corporates in KZN)
- Market access
- Funding and business financing
- Mentorship, Incubation, Skills development (soft and technical skills)
- KZN Small Enterprise Data Register and Information Management system with grading tool/mechanism.

The appointment of the appropriate Service Provider will assist the Department in achieving the following objectives:

- Providing quality education and training to small enterprises through accredited short courses.
- Empowering the beneficiaries with necessary skills needed in the Clothing & Textile Sector that would enhance employability of the beneficiaries.
- To be able to produce garments that are in accordance with the norms and standards of the Clothing Sector.

#### **1.4 PURPOSE AND OBJECTIVE OF THE TOR**

The purpose of the Terms of Reference is to solicit Service Provider to facilitate technical training for identified small enterprises in the Clothing & Textile Sector.

The training will take place in EThekweni District

The Service Provider must have or make arrangements of proper training facility (with all equipment & utensil required for the purposes of the training).

## 2 KEY OUTPUT FROM THE TRAINING

On completion of the training, the students or project participants should be able to demonstrate the following:

- 2.1. Understand the outcomes of the assessment conducted by the Service Provider
- 2.2. Advanced Pattern Making:
  - 2.2.1. understand the different types of pattern techniques e.g. flat pattern drawing – front bodice, back bodice, neckline, sleeve, fitted skirt and drafting
  - 2.2.2. should be able to grade a sewing pattern,
  - 2.2.3. how to create a pattern,
  - 2.2.4. why patterns are essential in clothing manufacturing
- 2.3. Advanced Garment Construction – the different stages of garment construction, seamless garments, quality control and quality assurance in the apparel industry, cutting & placing of materials
- 2.4. Documentation
- 2.5. Garment Costing – understand the cost of a garment & pricing. Factors that affect garment costing e.g. fabric type, trims & notions, labels and packaging, the cost of making, shipping & logistics
- 2.6. Apparel production schedule

## 3. SCOPE OF WORK

**The scope of work will include the following activities:**

- 3.1 The appointed service provider will conduct technical training to 20 small enterprises at a venue identified by the Service Provider in EThekweni District
- 3.2 Venue should have all the necessary learning material to complete the training.
- 3.3 The Department will inspect the venue prior to training taking place
- 3.4 The appointed Service Provider will be required to provide training manuals for 20 participants & should be printed in both Zulu & English (These manuals will be distributed to the learners)
- 3.5 The Appointed Service Provider will be required to provide Competency Certificates. The Certificates should be printed on an A4 Premium Paper and be laminated. Covid-19 protocols are to be observed at all times during the training.
- 3.6 The Department (EDTEA) will arrange transportation, catering & accommodation for learners.

### Specific Deliverables

- The Appointed Service Provider will be required to submit the proposal course content and training schedule with an overview of what the course content will cover

The following topics to be covered during the training:

- Advanced Pattern Making
- Documentation
- Advanced Garment Construction
- Practicals
- Facilitation of training
- Distribution of certificate of competence to all Participants
- Adherence to Covid19 protocols (provision personal protective equipment)

### **Phased approach**

The project will be implemented in eThekweni although learners will be coming from various Districts. The total number of participants is 20.

It will be implemented into five (5) phases as follows:

#### **Phase 1- Inception report:**

- Upon the appointment there will be an inception meeting between the service provider and the Department. After the meeting the service provider will be required to commence by drafting an inception report that will detail the baseline information of all pre-identified participants.
- The inception report will serve as a discussion document and will be the basis on which the detailed approach to the project is agreed.
- The inception report is the interim deliverable that is expected to be completed in two weeks from the time that the SP is appointed. The project implementation plan should have all activities to be undertaken and the timeframes for the completion of each activity so that the project can be easily monitored during implementation phase.
- Provide a Gantt chart with a breakdown of activities and sub-tasks with timelines.

#### **Phase 2: Planning**

- Develop and customise training material for 20 Participants based on relevant unit standards associated with specific tasks and deliverables.
- Confirmation of venue where training will be conducted.

#### **Phase 3: Implementation**

- The service provider is required to conduct the actual technical training and all related practical demonstration of field activities.

#### **Phase 4: Monitoring**

- During this phase, the SP is expected to conduct POE for each Participant. Progress report is required to track the progress of activities.

#### **Phase 5: Close out (Close-out report)**

- After the completion of training, the appointed Training Service Provider will be required to submit a detailed report/close report. The training completion report/close out report must include the background, content of the training, participation of learners and attendance, identified barriers to learning if any, should contain pictures taken during the training, challenges, recommendations and attendance registers.

The report should be submitted as a hard copy ( signed by the Training Co-ordinator) and should also submit a scanned electronic copy of the close out report within 10 days after the completion of training.

- The appointed Training Service Provider will be required to submit invoice/s together with all the above mentioned documents.

### **4 ANTICIPATED TIMEFRAME FOR THE IMPLEMENTATION OF THE PROJECT**

The duration of the project is 75 days

### **5 TEAM COMPOSITION**

The proposal must provide a detailed description of the Team composition. The team must be fluent in speaking, writing and reading the Zulu language. The team must also demonstrate some semblance of emotional intelligence to deal with participants. The team shall include the following personnel:

#### **5.1 Key Expert/Expertise:**

##### **5.1.1 Team Leader**

- The project/team leader will be expected to oversee the overall co-ordination and delivery of the project. S/he may monitor or delegate other personnel to monitor the training.
- Team leader should be the contactable person.
- Team Leader must have 3 years' experience in skills development, should be accredited by the Fibre Processing and Manufacturing Sector Education. Bidder will be expected to attach or submit a valid accreditation letter.

- The team leader must attach references, company name, contactable references, contact numbers, duration of the contract and value of the contract and project management experience and demonstrated success in conducting similar or related trainings.

#### 5.1.2 Trainer / Facilitator x 1

- One training facilitator will be required for the project
- The training facilitator must have 2-3 years' experience in similar projects
- Trainer must be accredited with the FP & M-Seta

#### 5.1.3 Assessor

The Assessor must be registered with FP& M-Seta and must have minimum of 2-3 years working as an assessor. Assessor must submit/attach copy of registration for the Assessor and a Curriculum Vitae (CV)

#### 5.1.4 Moderator

The Moderator must be registered with FP & M-Seta and must have 2-3 years' experience as a Moderator

Moderator must submit/attach copy of registration for the Moderator from FP& M-Seta

#### 5.2 The Structure and Composition of the Team:

The structure and composition of the team must clearly outline the main disciplines/specialist areas.

**NOTE: ALL KEY EXPERTS MUST ATTACH CVs , COPIES OF RELEVANT QUALIFICATIONS AND FILL IN THE STATEMENT OF EXCLUSIVITY (ANNEXURE B). KINDLY USE THE FORMAT ON ANNEXURE A,**

#### 5.3 Backstopping and Support Staff

The SP can utilise the service of any person with clothing related skills, provided that, that person has reasonable experience in the sector (preferably two years and above).

The bidder must reflect the support staff that will assist in the project at no additional cost to the Department.

### 6 REPORTING REQUIREMENTS

The service provider is required to report to the **Project Manager: Enterprise Development (Cooperative development unit): Ms Sihle Mazibuko** on progress of the project within the stipulated time frames.

The service provider must provide the **Project Manager: Enterprise Development (Cooperative development unit): Ms Sihle Mazibuko** with a project implementation plan/schedule indicating time frames, processes of implementation and provide monthly reports on deliverables that shall have been achieved.

The **Enterprise Development Unit** will evaluate each phase before any payment is approved. These phases must be reflected in the project implementation plan/schedule and must be allocated cost so that they could be built-in into the Service Level Agreement. The process will be informed and jointly managed by the **Enterprise Development Unit**. The final report should be presented to the **Project Manager: Enterprise Development (Cooperative development unit): Ms Sihle Mazibuko**

All meetings are to be arranged by the Service Provider who is expected to keep a record of such meetings and to deliver the record of a meeting within 5 working days of it having taken place. These meetings will be held at the offices of the Department of Economic Development unless indicated otherwise. Failure to comply with the conditions may result in termination of the contract.

At the discretion of the Department of Economic Development, Tourism and environmental Affairs, unscheduled meetings may be held while the project is in progress and on conclusion of the project with key stakeholders who will be identified by **Project Manager: Enterprise Development (Cooperatives Development Unit): Ms Sihle Mazibuko**. KwaZulu-Natal Department of Economic Development and Tourism. Contact: 082 8080 191. E-mail: [sihle.mazibuko@kznedtea.gov.za](mailto:sihle.mazibuko@kznedtea.gov.za)

## 7 EVALUATION CRITERIA

7.1 The Evaluation Process will be conducted in the following phases:

Phase 1	Phase 2	Phase 3	Phase 4
<b>Administrative Compliance</b>	<b>Functionality Requirement</b>	<b>Price</b>	<b>Negotiation and Final Award</b>
Compliance with Mandatory and other Bid Requirements	Bidders will be assessed to verify capacity to execute the contract. .	Bids will be evaluated on price only	Successful bidder will be informed of the outcome and negotiations will be performed where applicable

**Table 1: Phases for Evaluation**

## 7.2 Phase 1 – Administrative Compliance

During this phase of evaluation, bidders' TOR responses will be evaluated based on compliance with administrative requirements listed hereunder. Failure to meet any of the requirements listed below shall invalidate the bids. The following documents must be submitted for administrative compliance purposes.

### MANDATORY REQUIREMENTS FOR ADMINISTRATIVE COMPLIANCE

Bidders must be professionally accredited as a training service provider with the Fibre Processing & Manufacturing Seta	Bidder will be expected to attach or submit valid accreditation letter from FP&M-Seta with confirmation that Bidder is accredited to facilitate the course
FP&M-Seta accreditation for Facilitator, Assessor and Moderator	Provision of valid membership certificate
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.
Tax Information	No tender may be awarded to any tenderer whose tax matters have not been declared by the SARS to be in order.
Disclosure form – SBD 4	Completed and signed
Authority to Sign a Bid: <b>COMPANIES</b>	Section M paragraph A must be completed and signed. If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company
Authority to Sign a Bid: <b>SOLE PROPRIETOR (ONE – PERSON BUSINESS)</b>	Section M paragraph B must be completed and signed
Authority to Sign a Bid: <b>CLOSE CORPORATION</b>	Section M paragraph D must be completed and signed. A certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf



Authority to Sign a Bid : <b>CO-OPERATIVE</b>	Section M paragraph E must be completed and signed. A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authorizing a member or other official of the co-operative to sign the bid documents on their behalf
Authority to Sign a Bid : <b>JOINT VENTURE</b>	Section M paragraph F must be completed and signed. A certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of the enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid
Authority to Sign a Bid: <b>CONSORTIUM</b>	Section M paragraph G must be completed and signed. A certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorizing the representatives who sign this BID to do so, as well as to sign any contract resulting from this BID and any other documents and correspondence in connection with this BID and/or contract on behalf of the consortium must be submitted with this BID
Authority to Sign a Bid: <b>PARTNERSHIP</b>	Section M paragraph C must be completed and signed. Particulars in respect of every partner must be furnished and signed by every partner

### 7.3 Phase 2 – Functionality Requirements

The following is the weighting awarded for each element and the threshold scores for each

No	Evaluation Criteria	Guidelines	Maximum Points
1	Understanding of the project objectives and the scope of work	Bidders are required to describe in detail their understanding of the objectives of the terms of reference and project. Bidders can provide as much background information as possible to illustrate their understanding. Bidder/s can also explain any additional value add and innovation that they bring in relation to the	10

No	Evaluation Criteria	Guidelines	Maximum Points
		objectives of the project.	
2	<b>Company experience in conducting similar projects</b>	Provide 3 signed reference letters, purchased orders, award letters from clients detailing conduct practical training on garment costing, documentation, advanced pattern making, advanced garment construction, practical (produce own garments as if for retailer). The letter must include the company name, and contact numbers, duration of the contract and value of the contract. Failure to submit the above mentioned will result in disqualification.	12
3	<b>Organization and methodology</b>	The approach and methodology should detail the bidder/s understanding of the scope of work and outline the proposed approach/methodology. It should explain why the approach and methodology is appropriate to achieving both the scope of work as well as the objectives of the TOR. This section should also set out variables and risks associated approach/methodology and any other matters that might affect the achievement of the assignment.	14
4	<b>Key Experts Qualifications, experiences and accreditations</b>	<p><b>Key Expert 1: Team Leader</b></p> <p>Team leader must have 3 years' experience in similar projects. Team leader must be accredited by the Fibre Processing &amp; Manufacturing Seta</p> <p><b>Key Expert 2: Facilitator/Trainer X 1</b></p> <ul style="list-style-type: none"> <li>• The Trainer must be accredited by the FP &amp; M-Seta</li> <li>• The trainer must have 2-3 years' experience in similar projects.</li> <li>• High attentive to details individual and ability to work under pressure.</li> <li>• Knowledgeable of training using various given methodologies.</li> <li>• Possess high facilitation and presentation skills.</li> </ul>	24

No	Evaluation Criteria	Guidelines	Maximum Points
		<p><b>Key Expert 3: Assessor</b></p> <ul style="list-style-type: none"> <li>The Assessor must be accredited with FP&amp;M-SETA</li> <li>Assessor must submit/attach copy of registration for the Assessor and CV</li> <li>The assessor must have 2-3 years' experience as an assessor</li> </ul> <p><b>Key Expert 4: Moderator</b></p> <ul style="list-style-type: none"> <li>The Moderator must be accredited with FP&amp; M-Seta and must have 2-3 years' experience as a Moderator</li> <li>Moderator must submit/attach copy of registration for Moderator from FP &amp; M-Seta</li> </ul>	
	<b>Overall Score Total</b>		60

Overall bidders must score a minimum of 60% in the functionality assessment to go through to Phase 4 of the evaluation of the bid Price

#### 7.4 Phase 3 – Price

7.4.1 Bids will be evaluated on price only

#### 7.5 Phase 4: Negotiation and final award

Once the evaluation and adjudication processes have been concluded the successful bidder will be informed of the outcome and negotiations will be performed where applicable.

## Annexure D

**EVALUATION GRID**  
(To be completed for each Bid by each evaluator)

Project: Appointment of the service provider to conduct practical training on garment costing, documentation, advanced pattern making, advanced garment construction, practical (produce own garments as if for retailer)	Maximum	Points allocated
Name of Bidder :		
<b>Understanding of assignment, company experience and methodology</b>	<b>36</b>	
<b>Understanding of the project objectives and the scope of work</b>	<b>10</b>	
Good understanding of the assignment = 10 points		
Partial understanding of the assignment = 5 points		
No understanding of the assignment = 0 points		
<b>Company experience</b>	<b>12</b>	
<b>References provided from clients:</b> Provide 3 signed reference letters, purchased orders, award letters from clients detailing conduct practical training on garment costing, documentation, advanced pattern making, advanced garment construction, practical (produce own garments as if for retailer). The letter must include the company name, and contact numbers, duration of the contract and value of the contract. Failure to submit the above mentioned will result in disqualification.		
4+ Projects = 12 points		
3+ Projects = 9 points		
2+ Projects = 6 points		
1+ Projects = 3 points		
<b>Organization and methodology</b>	<b>14</b>	
<b>Rationale:</b> Clear logic = 4 points	4	
Partial logic = 2 points		
No logic = 0 points		
<b>Strategy:</b> Clear strategy = 4 points	4	
Ambiguous strategy = 2 points		
No strategy = 0 points		
<b>Time table of activities:</b> Detailed timetable of activities = 6 points	6	
Abridged timetable of activities = 3 points		
No timetable of activities = 0 points		
<b>Key Experts</b>	<b>24</b>	
<b>Key Expert 1: Team Leader</b>	<b>6</b>	

<b>Project: Appointment of the service provider to conduct practical training on garment costing, documentation, advanced pattern making, advanced garment construction, practical (produce own garments as if for retailer)</b>	<b>Maximum</b>	<b>Points allocated</b>
<b>Name of Bidder :</b>		
<b>Experience</b>	6	
5+ years of experience in skills development = 6 points		
3-4 years of experience in skills development = 3 points		
Less than 3 years of experience in skills development = 0 points		
<b>Key Expert 2: Facilitator/Trainer X 2</b>	<b>6</b>	
<b>Experience</b>	6	
4 + years of experience in conducting practical training = 6 points		
2-3 years of experience in conducting practical training = 3 points		
Less than 2 years of experience in conducting practical training = 0 point each		
<b>Key Expert 3: Assessor</b>	<b>6</b>	
<b>Experience</b>	6	
4+ years of experience in facilitating or assessing practical training = 6 points		
2 - 3 years of experience in facilitating or assessing practical training = 3 points		
Less than 2 years of experience in facilitating or assessing practical training = 0 point		
<b>Key Expert 4: Moderator</b>	<b>6</b>	
<b>Experience</b>	6	
4 + years of experience moderating practical training = 6 points		
2 - 3 years of experience moderating practical training = 3 points		
Less than 2 years of experience moderating practical training = 0 point		
<b>Overall Score Total</b>	<b>60</b>	

The Minimum passing score for this project is 60%

<b>Strengths</b>	
<b>Weaknesses</b>	

Evaluation performed by:

<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	

**Annexure E**  
**CURRICULUM VITAE TEMPLATE**

**Proposed role in the project:**

1. Surname:
2. First names:
3. Date of birth:
4. Nationality:
5. Civil status:
6. Education:

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

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

Language	Reading	Speaking	Writing
English			
Zulu			
Afrikaans			
Other			

8. Membership of professional bodies: -
9. 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 F**  
**STATEMENT OF EXCLUSIVITY AND AVAILABILITY**

Quotation Tender ref: \_\_\_\_\_

I, the undersigned, hereby declare that I agree to participate exclusively with the application \_\_\_\_\_ 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.

<b>Full Name</b>	
<b>Signature</b>	
<b>Date</b>	