

DIRECTORATE:

Private Bag X9043, PIETERMARITZBURG, 3200

EPWP

Inkosi Mhlabunzima Maphumulo House, 172 Burger Street, Pietermaritzburg, 3201 Tel: 033 355 0597

Invitation to Tender – ZNB02004/00000/00/HOD/GEN/23/T

KwaZulu-Natal– Department of Transport

Suitable service providers are invited to bid for THE PROVISION OF SUPPLY AND DELIVERY OF ZIBAMBELE TOOLS, EQUIPMENT AND PERSONAL PROTECTIVE CLOTHING FOR VARIOUS DISTRICT OFFICES FOR ZIBAMBELE PROGRAMME WITHIN KZN PROVINCIAL DEPARTMENT OF TRANSPORT.

The Department reserves the right to not award this bid.

MANDATORY REQUIREMENT

A bidder who lacks any of the mandatory requirements is regarded as non-responsive and the Bid invalid.

Documents may also be collected at a non-refundable fee of R610.00

The physical address for collection of Tender documents is *KwaZulu Natal Department of Transport, 172 Burger Street, Pietermaritzburg, 3201, B Block Acquisitions.* Documents may be collected during working hours from 08h00 to 15h30 as from 14th November 2023 between Monday to Friday

Tender documents will be available on the <u>www.kzntransport.gov.za</u> and <u>www.etenders.gov.za</u> website and must be downloaded for free.

NO Briefing Session

Queries relating to the issue of these documents may be addressed to KZN Department of Transport 172 Burger street Pietermaritzburg

Ningi Mbanjwa Tel. No. (033) 355 0597 e-mail: Ningi.Mbajwa@kzntransport.gov.za

The closing time for receipt of Tenders is **11h00 on 13 December 2023 at KZN Department of Transport**, **172 Burger Street**, **Pietermaritzburg**, **3201**

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



KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

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SBD1

PART A INVITATION TO BID

(Supplier to complete & return, Failure to complete, offer will be invalid)

			er to complete & retui						_	
			UOTE FOR REQUIRE							
BID NUMBER:			0/00/HOD/GEN/23/T						SING TIME:	11h00
			Delivery of Zibambele					thing	g to Various Dis	stricts
DESCRIPTION			nbele Programme withi				Transport.			
BID RESPONSE	DOCUME	ENTS MA	Y BE DEPOSITED IN	THE BID BOX SIT	TUATE	ED AT				
Department of Tr										
Nkosi Mhlabunzi		umulo ł	House	Under no circumstances must suppliers submit their quotation offers/						
172 Burger Stree				responses to the						
Pietermaritzburg								-		
Mon to Fri: 07:30 until 16:00										
BIDDING PROCE	DURE EI	NQUIRIE	ES MAY BE	TECHNICAL EN	QUIR	IES MA	Y BE DIRECT	ED 1	TO:	
DIRECTED TO										
CONTACT PERS		Sandile		CONTACT PER		_	Ningi Mbanj			
TELEPHONE NU		033 35	5 8975	TELEPHONE N			033 355 059	1		
FACSIMILE NUM				FACSIMILE NUI			NI ¹ 1 841 -			
E-MAIL ADDRES			kala@kzntransport.gov.za	E-MAIL ADDRE	SS		Ningi.Mbanj	wa(kzntransport	.gov.za
SUPPLIER INFO		1								
NAME OF BIDDE										
POSTAL ADDRE										
STREET ADDRESS			0005							
TELEPHONE NUMBER CODE			CODE	NUMBER						
CELLPHONE NU			0005							
FACSIMILE NUM			CODE	NUMBER						
E-MAIL ADDRES	3									
VAT REGISTRAT		IBER								
SUPPLIER COMP			TAX COMPLIANCE		0 D	CENT	RAL SUPPLIE	R		
STATUS			SYSTEM PIN:		OR		BASE No:		MAAA	
			Yes						•	
ARE YOU THE A			No	ARE YOU A FOI	REIGN	N BASE) SUPPLIER		□Yes □No	
AFRICA FOR THE		-		FOR THE GOOD	DS /SE	ERVICES	S /WORKS			
/SERVICES /WOF		5	[IF YES ENCLOSE	OFFERED?					[IF YES, ANS	WER
OFFERED?			PROOF]						PART B:3]	
B3: QUESTIONN	AIRE TO	BIDDIN	G FOREIGN SUPPLIEI	RS						
IS THE ENTITY A	RESIDE	NT OF T	HE REPUBLIC OF SO	UTH AFRICA (RS.	A)?				🗌 YES 🗌] NO
DOES THE ENTIT	TY HAVE	A BRAN	ICH IN THE RSA?						YES 🗌] NO
			IANENT ESTABLISHM					🗌 YES 🗌] NO	
			URCE OF INCOME IN] NO
			A FOR ANY FORM OF] NO
			OF THE ABOVE, THE							
			PIN CODE FROM THE	SOUTH AFRICA	N REV	ENUE S	SERVICE (SAI	RS)	AND IF NOT	
REGISTER AS P	ER 2.3 BI	ELOW.								



PART B

TERMS AND CONDITIONS FOR BIDDING

(Supplier to complete & return. Failure to complete, offer will be invalid)

BID SUBMISSION:

BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

IF THE BID WAS INVITED THROUGH A CLOSE QUOTATION PROCESS: WHERE SUPPLIERS WERE SOURCED FROM CSD USING THE COMMODITY PROCESS; SUPPLIERS WHO WERE NOT INVITED WILL NOT BE CONSIDERED.

USE OF OMISSION IN THE DOCUMENT IS PROHIBITED, ALL CORRECTIONS MUST BE INITIALLED BY TENDERR AND USE OF CORRECTION FLUID IS PROHIBITED.

FAILING TO COMPLY WITH THE ABOVE REQUIREMENTS WILL RESULT IN THE BID BEING NON-RESPONSIVE. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

TAX COMPLIANCE REQUIREMENTS

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE. OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

COMPLIANCE AND RETURNABLES: THE FOLLOWING RETURNABLE DOCUMENTS MUST RETURNED WITH THE **QUOTATION DOCUMENT**

SBD 1 INVITATION TO QUOTE (SBD1 PART A)

SBD 1 – TERMS AND CONDITIONS FOR BIDDING (SBD1 PART B)

SBD 3.1 – PRICING SCHEDULE – PROFESSIONAL SERVICES

SBD 4 - DECLARATION OF INTEREST FORM

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

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

DATE:

Supply Chain Management Quotation Pack Invitation to Tender Standardized 18 January 2023 SBD1



SECTION A

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

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

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



a) <u>Acceptable Proof for the allocation of Specific Goals Points</u>

The specific goals allocated points in terms of this tender	<u>Points</u>	Acceptable Proof for Allocation of Points
The promotion of SMMEs	2	CIPC company registration documents
The promotion of South African owned enterprises	6	CIPC company registration documents or CSD report or BBB-EE Certificate
Promotion of enterprises located in the specific region of work.	2	Municipal Account letter or Lease Agreement or Letter from Councillor

b) Rights to Award

- KZN Department of Transport reserves the right to call for presentations from shortlisted suppliers or Reserves the Right to accept bids in Whole or In Part."
- Not to make any award in this bid or accept any proposals submitted,
- Award the project to more than one (1) Respondent for the same activity
- Request further technical/functional information from any Respondent after the closing date,
- Verify information and documentation of the Respondent(s),
- Not to accept any of the bid document submitted,
- To withdraw or amend any of the bid conditions by notice in writing to all Respondents prior to closing of the bid and post award, and
- If an incorrect award has been made to remedy the matter in any lawful manner it may deem fit.

c) Price Negotiation

KZN DoT reserves the right to negotiate with the shortlisted Respondents prior and/or post award. The terms and conditions for negotiations will be communicated to the shortlisted Respondents prior to invitation to negotiations. The negotiation terms and conditions may include presentations and/or site visits. This phase is meant to ensure the conditions of bid and projects will be implementable for the achievement of the project objectives.



SECTION B AUTHORITY TO SIGN Bid/Quotation no. ZNB02004/0000/00/HOD/GEN/23/T - THE SUPPLY AND DELIVERY OF ZIBAMBELE TOOLS, EQUIPMENT AND PERSONAL PROTECTIVE CLOTHING TO VARIOUS DISTRICTS OFFICES FOR ZIBAMBELE PROGRAMME WITHIN KZN PROVINCE, DEPARTMENT OF TRANSPORT.

Class Corneration / Company / Dertherabin / Trust / Cal

Close Corporation / Company / Partnership / Trust /Sole p	proprietor or sole trader	
Name:		
Registration Number:		
RESOLUTION OF THE DIRECTORS OF THE COMPANY	Y etc RESOLVED that	, in his/her capacity as
	, is authorised to make application	ns on behalf of the Close Corporation / Company /
Partnership / Trust /Sole proprietor or sole trader for: any	documentation relating to the busi	ness (which is not necessarily a change of
ownership). The nominated person will also have access	to webpage for the business.	
Signature(s) for Close Corporation / Company / Partnersh	hip / Trust/ Sole proprietor or sole to	rader.
(sole member still must sign this resolution)		
Signature of members:		
Name	Signature	Date

.

.

6	 <u> </u>
Specimen signature of the appointed Signatory:	(Please sign)
Specimen signature of the appointed signatory.	

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

Supply Chain Management Quotation Pack Invitation to Tender Standardized 18 January 2023

1._____

2. _____

3. _____

4. _____

5. _____



SECTION C

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.

Prospective suppliers should self-register on the CSD website www.csd.gov.za

If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;

3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.

The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.

IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.



SECTION D

DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE (To be completed by bidder)

REPRESENTS (state name of bidder)CSD Registration

Number.....

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

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

SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:



SBD 3.1

PRICING SCHEDULE – FIRM PRICES (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	Bid number ZNB02004/00000/00/HOD/GEN/23/T
Closing Time 11h00	Closing date: 13 December 2023

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

(NB.: Only one Bidder will be awarded per Region, Bidder can quote for one or all Regions.)

No:	Description		R Amount (Excl. Vat)	R VAT	R Amount (Incl. Vat)
1.	Durban Region	Refer to Page 14			
2.	PMB Region	Refer to Page 16			
3.	Ladysmith Region	Refer to Page 19			
4.	Empangeni Region	Refer to Page 23			
			Sub	o Total (A+B+C+D)	
l (full r author		, in my cap	acity as		, the duly
is in accord	representative of(business name) hereby declares that the officient is in accordance with the attached specification, notes to suppliers & accepts all conditions/clauses contained in the sa documents.				
	ents.				ained in the said
				s/clauses conta	ained in the said
	ents. ure of duly authorised representative	[ained in the said
Signat	ents. ure of duly authorised representative		<u>[</u>		ained in the said
Signat	ents. ure of duly authorised representative ed by:		<u>[</u>		ained in the said
Signat	ents. ure of duly authorised representative ed by:				ained in the said



-	Does the offer comply with the specification(s)?	*YES/NO
-	If not to specification, indicate deviation(s)	
-	Period required for delivery	5 DAYS/Date communicated by end user
-	Delivery basis	

Note: All delivery costs must be included in the bid 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.

TRANSPORT REPUBLIC OF SOUTH AFRICA

DURBAN REGION (DC 21- PORT SHEPSTONE)

	TOOLS AND EQUIPMENT (A)						
NO	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT RATE	AMOUNT		
1	Concrete wheelbarrow- concrete builders with SABS mark	N/A	3877				
2	Spade- no2 MHSS with SABS mark	N/A	3877				
3	Round nose shovel- no 2 with SABS mark	N/A	3877				
4	Pick head- with SABS mark	N/A	3877				
5	Pick handle- 900mm with SABS mark	N/A	3877				
6	Sickle- with poly handle 480mm with SABS mark	N/A	3877				
7	Slasher- with SABS mark or similar approved	N/A	3877				
8	Bush knife- with SABS mark or similar approved	N/A	3877				
9	Hoe head- with SABS mark or similar approved	N/A	3877				
10	Hoe handle- with SABS mark or similar approved	N/A	3877				
11	Traffic cones- with SABS mark or similar approved	N/A	3877				
12	Steel rake- with SABS mark or similar approved	N/A	3877				
13	Hand broom- with SABS mark or similar approved	N/A	3877				
14	Gardening fork- with SABS mark or similar approved	N/A	3877				
15	Heavy duty refuse bags- 750mm x 950mm 40 micron	100 Pack	3877				
				TOTAL			

	PERSONAL PROTECTIVE CLOTHING (B)					
NO	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	AMOUNT	
	2 piece overalls unisex with the following:					
	Reflective strip with Department Logo and name,	N/A				
1	 reflective strip around the waist, strip to be 3M Scotchlite reflective material, 		N/A 3877			
	• 8940 silver industrial wash flame resistant fabric strip to be 500mm wide fabric: D59 (100% cotton, fabric must bear the SABS mark, SANS 434 material to be flame retardant and must meet SANS1423; 2008 edition 1.1 sizes with EPWP written at the back of the jacket all colour patrone yellow)					
2	Safety reflective jackets (vests)	N/A	3877			
3	100% Cotton T-shirts with EPWP written at the back and with Departmental logo-colour patrone yellow	N/A	3877			
4	Gloves leather with green lining short	N/A	3877			
5	Sun hats with draws string with departmental logo colour navy	N/A	3877			
6	Full grain leather Safety Steel toe cap shoes-vamp lining made from non-woven synthetic fibre material laminated to 4mm foam.	N/A	3877			
				TOTAL		
			TOTAL A + B	(PORT SHEPSTONE)		

TRANSPORT REPUBLIC OF SOUTH AFRICA

DURBAN REGION (DC 29- KWA DUKUZA/STANGER)

	TOOLS AND EQUIPMENT (A)					
NO	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT RATE	AMOUNT	
1	Concrete wheelbarrow- concrete builders with SABS mark	N/A	2362			
2	Spade- no2 MHSS with SABS mark	N/A	2362			
3	Round nose shovel- round nose no 2 with SABS mark	N/A	2362			
4	Pick head- pick head with SABS mark	N/A	2362			
5	Pick handle- pick handle 900mm with SABS mark	N/A	2362			
6	Sickle- sickle with poly handle 480mm with SABS mark	N/A	2362			
7	Slasher- with SABS mark or similar approved	N/A	2362			
8	Bush knife- with SABS mark or similar approved	N/A	2362			
9	Hoe head- with SABS mark or similar approved	N/A	2362			
10	Hoe handle- with SABS mark or similar approved	N/A	2362			
11	Traffic cones- with SABS mark or similar approved	N/A	2362			
12	Steel rake- with SABS mark or similar approved	N/A	2362			
13	Hand broom- with SABS mark or similar approved	N/A	2362			
14	Gardening fork- with SABS mark or similar approved	N/A	2362			
15	Heavy duty refuse bags- 750mm x 950mm 40 micron	100 Pack	2362			
				TOTAL		

scription ece overalls unisex with the following: eflective strip with Department Logo and name,	UNIT OF MEASURE N/A	QUANTITY	UNIT PRICE	AMOUNT
flective strip with Department Logo and name,	N/A			
flective strip around the waist, strip to be 3M Scotchlite reflective erial,		2362		
40 silver industrial wash flame resistant fabric strip to be mm wide fabric: D59 (100% cotton, fabric must bear the SABS k, SANS 434 material to be flame retardant and must meet VS1423; 2008 edition 1.1 sizes with EPWP written at the back of jacket all colour patrone yellow				
ety reflective jackets (vests)	N/A	2362		
% Cotton T-shirts with EPWP written at the back and with artmental logo-colour patrone yellow	N/A	2362		
ves leather with green lining short	N/A	2362		
hats with draws string with departmental logo colour navy	N/A	2362		
grain leather Safety Steel toe cap shoes-vamp lining made n non-woven synthetic fibre material laminated to 4mm foam.	N/A	2362		
			TOTAL	
	T	OTAL A + B (K)	WADUKUZA/STANGER)	
h	ats with draws string with departmental logo colour navy	In the second	Instruction Inst	In the second



TRANSPORT REPUBLIC OF SOUTH AFRICA

DURBAN REGION (DC ETHEKWINI- METRO)

	TOOL	S AND EQUIF	PMENT (A)		
NO	DESCRIPTION	UNIT OMEASURE	QUANTITY	UNIT RATE	AMOUNT
1	Concrete wheelbarrow- concrete builders with SABS mark	N/A	2226		
2	Spade- no2 MHSS with SABS mark	N/A	2226		
3	Round nose shovel- round nose no 2 with SABS mark	N/A	2226		
4	Pick head- pick head with SABS mark	N/A	2226		
5	Pick handle- pick handle 900mm with SABS mark	N/A	2226		
6	Sickle- sickle with poly handle 480mm with SABS mark	N/A	2226		
7	Slasher- with SABS mark or similar approved	N/A	2226		
8	Bush knife- with SABS mark or similar approved	N/A	2226		
9	Hoe head- with SABS mark or similar approved	N/A	2226		
10	Hoe handle- with SABS mark or similar approved	N/A	2226		
11	Traffic cones- with SABS mark or similar approved	N/A	2226		
12	Steel rake- with SABS mark or similar approved	N/A	2226		
13	Hand broom- with SABS mark or similar approved	N/A	2226		
14	Gardening fork- with SABS mark or similar approved	N/A	2226		
15	Heavy duty refuse bags- 750mm x 950mm 40 micron	100 Pack	2226		
				TOTAL	

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	
2 piece overalls unisex with the following:					
Reflective strip with Department Logo and name,					
• reflective strip around the waist, strip to be 3M Scotchlite reflective material,	1	2226			
 8940 silver industrial wash flame resistant fabric strip to be 500mm wide fabric: D59 (100% cotton, fabric must bear the SABS mark, SANS 434 material to be flame retardant and must meet SANS1423; 2008 edition 1.1 sizes with EPWP written at the back of the jacket all colour patrone yellow) 	1				
2 Safety reflective jackets (vests)	1	2226			
3 100% Cotton T-shirts with EPWP written at the back and with Departmental logo-colour patrone yellow.	1	2226			
4 Gloves leather with green lining short	1	2226			
5 Sun hats with draws string with departmental logo colour navy	1	2226			
6 Full grain leather Safety Steel toe cap shoes-vamp lining made from non- woven synthetic fibre material laminated to 4mm foam.	1	2226			
TOTAL					
		TOTAL A + B (DC	ETHEKWINI- METRO)	

TRANSPORT REPUBLIC OF SOUTH AFRICA

PIETERMARITZBURG REGION (DC 22- PIETERMARITZBURG)

	1	OOLS AND EC	QUIPMENT (A)		
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT RATE	AMOUNT
1	Concrete wheelbarrow- concrete builders with SABS mark	N/A	3833		
2	Spade- no2 MHSS with SABS mark	N/A	3833		
3	Round nose shovel- round nose no 2 with SABS mark	N/A	3833		
4	Pick head- pick head with SABS mark	N/A	3833		
5	Pick handle- pick handle 900mm with SABS mark	N/A	3833		
6	Sickle- sickle with poly handle 480mm with SABS mark	N/A	3833		
7	Slasher- with SABS mark or similar approved	N/A	3833		
8	Bush knife- with SABS mark or similar approved	N/A	3833		
9	Hoe head- with SABS mark or similar approved	N/A	3833		
10	Hoe handle- with SABS mark or similar approved	N/A	3833		
11	Traffic cones- with SABS mark or similar approved	N/A	3833		
12	Steel rake- with SABS mark or similar approved	N/A	3833		
13	Hand broom- with SABS mark or similar approved	N/A	3833		
14	Gardening fork- with SABS mark or similar approved	N/A	3833		
15	Heavy duty refuse bags- 750mm x 950mm 40 micron	100 Pack	3833		
			·	TOTAL	

	PERSONAL PROTECTIVE CLOTHING (B)								
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT				
	2 piece overalls unisex with the following:	N/A							
	Reflective strip with Department Logo and name,								
1	reflective strip around the waist, strip to be 3M Scotchlite reflective material,	-	3833						
	8940 silver industrial wash flame resistant fabric strip to be 500mm wide fabric: D59 (100% cotton, fabric must bear the SABS mark, SANS 434 material to be flame retardant and must meet SANS1423; 2008 edition 1.1 sizes with EPWP written at the back of the jacket all colour patrone yellow)								
2	Safety reflective jackects (vests)	N/A	3833						
3	100% Cotton T-shirts with EPWP written at the back and with Departmental logo-colour patrone yellow	N/A	3833						
4	Gloves leather with green lining short	N/A	3833						
5	Sun hats with draws string with departmental logo colour navy	N/A	3833						
6	Full grain leather Safety Steel toe cap shoes-vamp lining made from non-woven synthetic fibre material laminated to 4mm foam.	N/A	3833						
			TOTAL A + B (PI	ETERMARITZBURG)					



TRANSPORT REPUBLIC OF SOUTH AFRICA

PIETERMARITZBURG REGION (DC 43- IXOPO)

	TO	OLS AND EQUIP	/IENT (A)		
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT RATE	AMOUNT
1	Concrete wheelbarrow- concrete builders with SABS mark	N/A	3497		
2	Spade- no2 MHSS with SABS mark	N/A	3497		
3	Round nose shovel- round nose no 2 with SABS mark	N/A	3497		
4	Pick head- pick head with SABS mark	N/A	3497		
5	Pick handle- pick handle 900mm with SABS mark	N/A	3497		
6	Sickle- sickle with poly handle 480mm with SABS mark	N/A	3497		
7	Slasher- with SABS mark or similar approved	N/A	3497		
8	Bush knife- with SABS mark or similar approved	N/A	3497		
9	Hoe head- with SABS mark or similar approved	N/A	3497		
10	Hoe handle- with SABS mark or similar approved	N/A	3497		
11	Traffic cones- with SABS mark or similar approved	N/A	3497		
12	Steel rake- with SABS mark or similar approved	N/A	3497		
13	Hand broom- with SABS mark or similar approved	N/A	3497		
14	Gardening fork- with SABS mark or similar approved	N/A	3497		
15	Heavy duty refuse bags- 750mm x 950mm 40 micron	100 Pack	3497		
	·			TOTAL	

	PERSONAL PRO	TECTIVE CLOTHI	NG (B)		
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	2 piece overalls unisex with the following:	N/A			
	Reflective strip with Department Logo and name,	N/A			
1	 reflective strip around the waist, strip to be 3M Scotchlite reflective material, 	N/A	3497		
	 • 8940 silver industrial wash flame resistant fabric strip to be 500mm wide fabric: D59 (100% cotton, fabric must bear the SABS mark, SANS 434 material to be flame retardant and must meet SANS1423; 2008 edition 1.1 sizes with EPWP written at the back of the jacket all colour patrone yellow) 	N/A			
2	Safety reflective jackets (vests)	N/A	3497		
3	100% Cotton T-shirts with EPWP written at the back and with Departmental logo-colour patrone yellow	N/A	3497		
4	Gloves leather with green lining short	N/A	3497		
5	Sun hats with draws string with departmental logo colour navy	N/A	3497		
6	Full grain leather Safety Steel toe cap shoes-vamp lining made from non-woven synthetic fibre material laminated to 4mm foam.	N/A	3497		
				TOTAL	
			TOTAL	A + B (IXOPO)	
TOTAL					
IUIAL	PIETERMARITZBURG REGION (PIETERMA	KIIZBURG +	IXUPU)		



LADYSMITH REGION (DC 23- LADYSMITH/ESCOURT)

	TOOLS AND EQUIPMENT (A)								
NO	DESCRIPTION	UNIT	QUANTITY	UNIT RATE	AMOUNT				
1	Concrete wheelbarrow- concrete builders with SABS mark	N/A	4043						
2	Spade- no2 MHSS with SABS mark	N/A	4043						
3	Round nose shovel- round nose no 2 with SABS mark	N/A	4043						
4	Pick head- pick head with SABS mark	N/A	4043						
5	Pick handle- pick handle 900mm with SABS mark	N/A	4043						
6	Sickle- sickle with poly handle 480mm with SABS mark	N/A	4043						
7	Slasher- with SABS mark or similar approved	N/A	4043						
8	Bush knife- with SABS mark or similar approved	N/A	4043						
9	Hoe head- with SABS mark or similar approved	N/A	4043						
10	Hoe handle- with SABS mark or similar approved	N/A	4043						
11	Traffic cones- with SABS mark or similar approved	N/A	4043						
12	Steel rake- with SABS mark or similar approved	N/A	4043						
13	Hand broom- with SABS mark or similar approved	N/A	4043						
14	Gardening fork- with SABS mark or similar approved	N/A	4043						
15	Heavy duty refuse bags- 750mm x 950mm 40 micron	100 Pack	4043						
			TOTAL						

10	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	
	2 piece overalls unisex with the following:					
	Reflective strip with Department Logo and name,					
1	reflective strip around the waist, strip to be 3M Scotch lite reflective material, 2040 situation striptures from a project to bring the stripture.	N/A	4043			
	 8940 silver industrial wash flame resistant fabric strip to be 500mm wide fabric: D59 (100% cotton, fabric must bear the SABS mark, SANS 434 material to be flame retardant and must meet SANS1423; 2008 edition 1.1 sizes with EPWP written at the back of the jacket all colour patronne yellow) 					
2	Safety reflective jackets (vests)	N/A	4043			
3	100% Cotton T-shirts with EPWP written at the back and with Departmental logo-colour patronne yellow	N/A	4043			
4	Gloves leather with green lining short	N/A	4043			
5	Sun hats with draws string with departmental logo colour navy	N/A	4043			
6	Full grain leather Safety Steel toe cap shoes-vamp lining made from non-woven synthetic fibre material laminated to 4mm foam.	N/A	4043			
				TOTAL		



LADYSMITH REGION (DC 24- DUNDEE)

TOOLS AND EQUIPMENT (A)								
10	DESCRIPTION	UNIT	QUANTITY	UNIT RATE	AMOUNT			
1	Concrete wheelbarrow- concrete builders with SABS mark	N/A	3649					
2	Spade- no2 MHSS with SABS mark	N/A	3649					
3	Round nose shovel- round nose no 2 with SABS mark	N/A	3649					
4	Pick head- pick head with SABS mark	N/A	3649					
5	Pick handle- pick handle 900mm with SABS mark	N/A	3649					
6	Sickle- sickle with poly handle 480mm with SABS mark	N/A	3649					
7	Slasher- with SABS mark or similar approved	N/A	3649					
8	Bush knife- with SABS mark or similar approved	N/A	3649					
9	Hoe head- with SABS mark or similar approved	N/A	3649					
10	Hoe handle- with SABS mark or similar approved	N/A	3649					
11	Traffic cones- with SABS mark or similar approved	N/A	3649					
12	Steel rake- with SABS mark or similar approved	N/A	3649					
13	Hand broom- with SABS mark or similar approved	N/A	3649					
14	Gardening fork- with SABS mark or similar approved	N/A	3649					
15	Heavy duty refuse bags- 750mm x 950mm 40 micron	100 Pack	3649					
	•	•	•	TOTAL				

)	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT		
	2 piece overalls unisex with the following:						
	 Reflective strip with Department Logo and name, 						
	 reflective strip around the waist, strip to be 3M Scotch lite reflective 1 material, 	N/A	3649				
	 8940 silver industrial wash flame resistant fabric strip to be 500mm wide fabric: D59 (100% cotton, fabric must bear the SABS mark, SANS 434 material to be flame retardant and must meet SANS1423; 2008 edition 1.1 sizes with EPWP written at the back of the jacket all colour patronne yellow) 						
	2 Safety reflective jackets (vests)	N/A	3649				
	3 100% Cotton T-shirts with EPWP written at the back and with Departmental logo-colour patronne yellow	N/A	3649				
	4 Gloves leather with green lining short	N/A	3649				
	5 Sun hats with draws string with departmental logo colour navy	N/A	3649				
	6 Full grain leather Safety Steel toe cap shoes-vamp lining made from non-woven synthetic fibre material laminated to 4mm foam.	N/A	3649				
	TOTAL						
			TOTAL	A + B (DUNDEE)			



TRANSPORT REPUBLIC OF SOUTH AFRICA

LADYSMITH REGION (DC 25- NEWCASTLE)

	тоо	LS AND EQUIPMENT	(A)		
00	DESCRIPTION	UNIT	QUANTITY	UNIT RATE	AMOUNT
	1 Concrete wheelbarrow- concrete builders with SABS mark	N/A	3205		
	2 Spade- no2 MHSS with SABS mark	N/A	3205		
	3 Round nose shovel- round nose no 2 with SABS mark	N/A	3205		
	4 Pick head- pick head with SABS mark	N/A	3205		
	5 Pick handle- pick handle 900mm with SABS mark	N/A	3205		
	6 Sickle- sickle with poly handle 480mm with SABS mark	N/A	3205		
	7 Slasher- with SABS mark or similar approved	N/A	3205		
	8 Bush knife- with SABS mark or similar approved	N/A	3205		
	9Hoe head- with SABS mark or similar approved	N/A	3205		
	10 Hoe handle- with SABS mark or similar approved	N/A	3205		
	11 Traffic cones- with SABS mark or similar approved	N/A	3205		
	12 Steel rake- with SABS mark or similar approved	N/A	3205		
	13 Hand broom- with SABS mark or similar approved	N/A	3205		
	14 Gardening fork- with SABS mark or similar approved	N/A	3205		
	15 Heavy duty refuse bags- 750mm x 950mm 40 micron	100 Pack	3205		
		1	1	TOTAL	-

		TECTIVE CLOTHIN				
0	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	
	2 piece overalls unisex with the following:	N/A				
	Reflective strip with Department Logo and name,					
	• reflective strip around the waist, strip to be 3M Scotch lite reflective 1 material,		3205			
	 8940 silver industrial wash flame resistant fabric strip to be 500mm wide fabric: D59 (100% cotton, fabric must bear the SABS mark, SANS 434 material to be flame retardant and must meet SANS1423; 2008 edition 1.1 sizes with EPWP written at the back of the jacket all colour patronne yellow) 		5205			
	2 Safety reflective jackets (vests)	N/A	3205			
	3 100% Cotton T-shirts with EPWP written at the back and with Departmental logo-colour patronne yellow	N/A	3205			
	4 Gloves leather with green lining short	N/A	3205			
	5 Sun hats with draws string with departmental logo colour navy	N/A	3205			
	⁶ Full grain leather Safety Steel toe cap shoes-vamp lining made from ⁶ non-woven synthetic fibre material laminated to 4mm foam.	N/A	3205			
	TOTAL					
			A + B (NEV	VCASTLE TOTAL	-	
TOT	AL LADYSMITH REGION (LADYSMITH/ESCOUR	T + DUNDEE	+ NEWCASTL	E)		

TRANSPORT REPUBLIC OF SOUTH AFRICA

EMPANGENI REGION (DC 26A- ULUNDI)

TOOLS AND EQUIPMENT (A)					
NO	DESCRIPTION	UNIT	QUANTITY	UNIT RATE	AMOUNT
1	Concrete wheelbarrow- concrete builders with SABS mark	N/A	2328		
2	Spade- no2 MHSS with SABS mark	N/A	2328		
3	Round nose shovel- round nose no 2 with SABS mark	N/A	2328		
4	Pick head- pick head with SABS mark	N/A	2328		
5	Pick handle- pick handle 900mm with SABS mark	N/A	2328		
6	Sickle- sickle with poly handle 480mm with SABS mark	N/A	2328		
7	Slasher- with SABS mark or similar approved	N/A	2328		
8	Bush knife- with SABS mark or similar approved	N/A	2328		
9	Hoe head- with SABS mark or similar approved	N/A	2328		
10	Hoe handle- with SABS mark or similar approved	N/A	2328		
11	Traffic cones- with SABS mark or similar approved	N/A	2328		
12	Steel rake- with SABS mark or similar approved	N/A	2328		
13	Hand broom- with SABS mark or similar approved	N/A	2328		
14	Gardening fork- with SABS mark or similar approved	N/A	2328		
15	Heavy duty refuse bags- 750mm x 950mm 40 micron	100 Pack	2328		
			•	TOTAL	

	PERSONAL PROTI	ECTIVE CLOTHIN	NG (B)		
DC 26A- ULUNDI: PERSONAL PROTECTIVE CLOTHING					
NO	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	2 piece overalls unisex with the following:	- - - N/A			
	Reflective strip with Department Logo and name,				
1	reflective strip around the waist, strip to be 3M Scotch lite reflective material,		2328	2328	
I	8940 silver industrial wash flame resistant fabric strip to be 500mm wide fabric: D59 (100% cotton, fabric must bear the SABS mark, SANS 434 material to be flame retardant and must meet SANS1423; 2008 edition 1.1 sizes with EPWP written at the back of the jacket all colour patronne yellow)				
2	Safety reflective jackets (vests)	N/A	2328		
3	100% Cotton T-shirts with EPWP written at the back and with Departmental logo-colour patronne yellow	N/A	2328		
4	Gloves leather with green lining short	N/A	2328		
5	Sun hats with draws string with departmental logo colour navy	N/A	2328		
6	Full grain leather Safety Steel toe cap shoes-vamp lining made from non-woven synthetic fibre material laminated to 4mm foam.	N/A	2328		
				TOTAL	
			TOTAL	A + B (ULUNDI)	

TRANSPORT REPUBLIC OF SOUTH AFRICA

EMPANGENI REGION (DC 26B- VRYHEID)

TOOLS AND EQUIPMENT (A)					
NO	DESCRIPTION	UNIT	QUANTITY	UNIT RATE	AMOUNT
1	Concrete wheelbarrow- concrete builders with SABS mark	N/A	2387		
2	Spade- no2 MHSS with SABS mark	N/A	2387		
3	Round nose shovel- round nose no 2 with SABS mark	N/A	2387		
4	Pick head- pick head with SABS mark	N/A	2387		
5	Pick handle- pick handle 900mm with SABS mark	N/A	2387		
6	Sickle- sickle with poly handle 480mm with SABS mark	N/A	2387		
7	Slasher- with SABS mark or similar approved	N/A	2387		
8	Bush knife- with SABS mark or similar approved	N/A	2387		
9	Hoe head- with SABS mark or similar approved	N/A	2387		
10	Hoe handle- with SABS mark or similar approved	N/A	2387		
11	Traffic cones- with SABS mark or similar approved	N/A	2387		
12	Steel rake- with SABS mark or similar approved	N/A	2387		
13	Hand broom- with SABS mark or similar approved	N/A	2387		
14	Gardening fork- with SABS mark or similar approved	N/A	2387		
15	Heavy duty refuse bags- 750mm x 950mm 40 micron	100 Pack	2387		
				TOTAL	

PERSONAL PROTECTIVE CLOTHING (B)					
NO	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	2 piece overalls unisex with the following:				
	Reflective strip with Department Logo and name,				
	reflective strip around the waist, strip to be 3M Scotch lite reflective material,				
	 • 8940 silver industrial wash flame resistant fabric strip to be 500mm wide fabric: D59 (100% cotton, fabric must bear the SABS mark, SANS 434 material to be flame retardant and must meet SANS1423; 2008 edition 1.1 sizes with EPWP written at the back of the jacket all colour patronne yellow) 				
2	Safety reflective jackets (vests)	N/A	2387		
3	100% Cotton T-shirts with EPWP written at the back and with Departmental logo-colour patronne yellow	N/A	2387		
4	Gloves leather with green lining short	N/A	2387		
5	Sun hats with draws string with departmental logo colour navy	N/A	2387		
6	Full grain leather Safety Steel toe cap shoes-vamp lining made from non-woven synthetic fibre material laminated to 4mm foam.	N/A	2387		
				TOTAL	
			TOTAL A	+ B (VRYHEID)	

TRANSPORT REPUBLIC OF SOUTH AFRICA

EMPANGENI REGION (DC 27- HLUHLUWE)

	TOOLS	AND EQUIPMENT (A))		
DC 27- HL	UHLUWE: TOOLS AND EQUIPMENT				
NO	DESCRIPTION	UNIT	QUANTITY	UNIT RATE	AMOUNT
1	Concrete wheelbarrow- concrete builders with SABS mark	N/A	4100		
2	Spade- no2 MHSS with SABS mark	N/A	4100		
3	Round nose shovel- round nose no 2 with SABS mark	N/A	4100		
4	Pick head- pick head with SABS mark	N/A	4100		
5	Pick handle- pick handle 900mm with SABS mark	N/A	4100		
6	Sickle- sickle with poly handle 480mm with SABS mark	N/A	4100		
7	Slasher- with SABS mark or similar approved	N/A	4100		
8	Bush knife- with SABS mark or similar approved	N/A	4100		
9	Hoe head- with SABS mark or similar approved	N/A	4100		
10	Hoe handle- with SABS mark or similar approved	N/A	4100		
11	Traffic cones- with SABS mark or similar approved	N/A	4100		
12	Steel rake- with SABS mark or similar approved	N/A	4100		
13	Hand broom- with SABS mark or similar approved	N/A	4100		
14	Gardening fork- with SABS mark or similar approved	N/A	4100		
15	Heavy duty refuse bags- 750mm x 950mm 40 micron	100 Pack	4100		
		•	•	TOTAL	

TOOLS AND EQUIPMENT (B)					
0	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	2 piece overalls unisex with the following:				
	Reflective strip with Department Logo and name,				
1	reflective strip around the waist, strip to be 3M Scotch lite reflective material,		4100		
I	• 8940 silver industrial wash flame resistant fabric strip to be 500mm wide fabric: D59 (100% cotton, fabric must bear the SABS mark, SANS 434 material to be flame retardant and must meet SANS1423; 2008 edition 1.1 sizes with EPWP written at the back of the jacket all colour patronne yellow)				
2	Safety reflective jackets (vests)	1	4100		
3	100% Cotton T-shirts with EPWP written at the back and with Departmental logo-colour patronne yellow		4100		
4	Gloves leather with green lining short	1	4100		
5	Sun hats with draws string with departmental logo colour navy	1	4100		
6	Full grain leather Safety Steel toe cap shoes-vamp lining made from non-woven synthetic fibre material laminated to 4mm foam.	1	4100		
				TOTAL	
			TOTAL A +	B (HLUHLUWE)	



EMPANGENI REGION (DC 28- ESHOWE)

	TOOLS AND EQUIPMENT (A)					
NO	DESCRIPTION	UNIT	QUANTITY	UNIT RATE	AMOUNT	
1	Concrete wheelbarrow- concrete builders with SABS mark	N/A	5324			
2	Spade- no2 MHSS with SABS mark	N/A	5324			
3	Round nose shovel- round nose no 2 with SABS mark	N/A	5324			
4	Pick head- pick head with SABS mark	N/A	5324			
5	Pick handle- pick handle 900mm with SABS mark	N/A	5324			
6	Sickle- sickle with poly handle 480mm with SABS mark	N/A	5324			
7	Slasher- with SABS mark or similar approved	N/A	5324			
8	Bush knife- with SABS mark or similar approved	N/A	5324			
9	Hoe head- with SABS mark or similar approved	N/A	5324			
10	Hoe handle- with SABS mark or similar approved	N/A	5324			
11	Traffic cones- with SABS mark or similar approved	N/A	5324			
12	Steel rake- with SABS mark or similar approved	N/A	5324			
13	Hand broom- with SABS mark or similar approved	N/A	5324			
14	Gardening fork- with SABS mark or similar approved	N/A	5324			
15	Heavy duty refuse bags- 750mm x 950mm 40 micron	100 Pack	5324			
				TOTAL		

	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	2 piece overalls unisex with the following:				
	Reflective strip with Department Logo and name,				
1	reflective strip around the waist, strip to be 3M Scotch lite reflective material.	N1/A	5324		
1	 8940 silver industrial wash flame resistant fabric strip to be 500mm wide fabric: D59 (100% cotton, fabric must bear the SABS mark, SANS 434 material to be flame retardant and must meet SANS1423; 2008 edition 1.1 sizes with EPWP written at the back of the jacket all colour patronne yellow) 	- N/A	5524		
2	Safety reflective jackets (vests)	N/A	5324		
3	100% Cotton T-shirts with EPWP written at the back and with Departmental logo-colour patronne yellow	N/A	5324		
4	Gloves leather with green lining short	N/A	5324		
5	Sun hats with draws string with departmental logo colour navy	N/A	5324		
6	Full grain leather Safety Steel toe cap shoes-vamp lining made from non-woven synthetic fibre material laminated to 4mm foam.	N/A	5324		
			·	TOTAL	
			TOTAL A	+ B (ESHOWE)	



SECTION G BIDDER'S DISCLOSURE

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.

Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,

employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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



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**

If so, furnish particulars:

.....

DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 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.

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.

Supply Chain Management Quotation Pack

Invitation to Tender Standardized 18 January 2023

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



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 Na

Name of bidder



SECTION H

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
 - (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

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



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

DEFINITIONS 2.

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 90/10 or

$$Ps = 80 \left(1 - \frac{Pt - P\min}{P\min} \right) \text{ or } \qquad Ps = 90 \left(1 - \frac{Pt - P\min}{P\min} \right)$$

Where

- Points scored for price of tender under consideration Ps =
- Pt Price of tender under consideration =

Pmin Price of lowest acceptable tender =

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



3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

$$Ps = 80\left(1 + \frac{Pt - P\max}{P\max}\right)$$
 or $Ps = 90\left(1 + \frac{Pt - P\max}{P\max}\right)$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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



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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
a. The promotion of SMMEs.	2	
b. The promotion of South African owned enterprises	6	
c. The promotion of enterprises located in a specific region for work	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
 - Derthership/Joint Venture / Consortium
 - □ One-person business/sole propriety
 - □ Close corporation
 - Public Company
 - Personal Liability Company
 - □ (Pty) Limited
 - □ Non-Profit Company
 - □ State Owned Company
 - [TICK APPLICABLE BOX]
- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
 - i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2,



the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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



SECTION I

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

I hereby undertake to render services described in the attached bidding documents to (name of the institution)...... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number...... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

The following documents shall be deemed to form and be read and construed as part of this agreement:

Bidding documents, *viz* Invitation to bid; Tax clearance certificate; Pricing schedule(s); Filled in task directive/proposal; Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022; Declaration of interest; Declaration of bidder's past SCM practices; Certificate of Independent Bid Determination; Special Conditions of Contract; General Conditions of Contract; and Other (specify)

I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

I confirm that I am duly authorised to sign this contract.

NAME (PRINT)	
CAPACITY	
SIGNATURE	
NAME OF FIRM	
DATE	

WITNESSES
1
2
DATE:



SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES PART 2 (TO BE FILLED IN BY THE PURCHASER)

An official order indicating service delivery instructions is forthcoming.

I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTIO N	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

_	
	WITNESSES
	1
	2
	DATE:



SECTION J GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

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



- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

a. 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.



- b. 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.
- c. 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.
- d. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- 7.4 a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- 7.5 a cashier's or certified cheque
- 7.6 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.
- 11.2 Upon appointment by the Head of Department the service provider will be required to have a Professional Indemnity insurance of a minimum cover of R160 million.

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 this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21 Delays in the supplier's performance

- 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.

Supply Chain Management Quotation Pack Invitation to Tender Standardized 18 January 2023



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.
 - 23.6.1 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 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 bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.



25 Force Majeure

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

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 due the supplier.

28 Limitation of liability

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

29 Governing language

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 bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 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.



SECTION K

SPECIAL CONDITIONS OF CONTRACT

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

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

CONTRACT PERIOD

The contract period will be three (3) years and the application of the Price Adjustment will be made in six (6) monthly intervals from the base date.

EVALUATION CRITERIA

There are two main stages in the selection process, namely, ensuring that bids comply with administrative Compliance Price and Preference points.

Step 1 - Administrative Compliance

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

The following documentation must be submitted:

Criteria		Yes	No	Remarks	
Part A	Invitation to Bid.				
Part B	Terms and Conditions for bidding				
Section A	Special instructions regarding completion of bid				
Section B	Authority to sign				
Section C	Registration on central suppliers' database				
Section D	Declaration that Information on Central Suppliers				
	Database is correct and up to date.				
Section E	Official Briefing Session Form				
Section F	Pricing Schedule (SBD 3)				
Section G	Declaration of interest (SBD4)				
Section H	Contract Form (SBD7)				
Section I	Preference points Claim Form (SBD6.1)				
Section J	Conditions of contract				
Section K	Special conditions of contract				
Section L	Terms of reference/ Specification				



Step 2 - Price and Preference points.

- 2.1 This bid will be evaluated using the 90/10 preference point system.
- 2.2 Bidders must comply with SBD 6.1 Declaration form to claim preference points.

BID APPEAL TRIBUNAL

PLEASE NOTE:

Any appeals regarding the award of this bid should be lodged within 5 working days from the date of the publication of bid results in the KwaZulu Natal Department of Transport Website ,and may be downloaded from the website <u>www.kzntransport.gov.za</u> and <u>www.etenders.gov.za</u>

The address provided for the lodging of appeals is:

The Chairperson Bid Appeals Tribunal Private Bag X9082 Pietermaritzburg 3200

FAX NO.: (033) 897 4501



SECTION L

TERMS OF REFERENCE

FULL DESCRIPTION

Zibambele Programme has been used by the Department of Transport in KwaZulu Natal through District Offices. Budget for personal protective clothing, tools and equipment used for Zibambele beneficiaries has been allocated year after year, but procurement of services has not been effective due to institutional challenges with regards to planning and procurement of services in the Department.

This annual contract is intended to be used for supply and delivery of SABS/SANS or similar approved tools, equipment and personal protective clothings for Zibambele Programme. The annual contract will be used by all District offices for the procurement of the services in the Department of Transport in KwaZulu Natal.

Four successful bidders will be appointed. Each bidder will be based in each Region (viz Pietermaritzburg, Durban, Ladysmith and Empangeni Region) and the successful Contractors should be available to operate anywhere within the Region.

The contract period will be three (3) years and the application of the Price Adjustment will be made in yearly (12) monthly intervals from the base date.

MOTIVATION

There are 40 831(no) of beneficiaries under Zibambele Programme in the KZN Provincial Department.

There are 15 tool/equipment items allocated for ONE (1) beneficiary per year at a current amount of R5 832.08, and

There are 6 personal protective clothing items allocated to a beneficiary per year at the amount of R3 000.00 per beneficiary.

The bill of quantities on the draft document has been separated to 12 District offices as per number of beneficiaries from each district office, to accommodate the allocated budget which are bench marked to their current beneficiaries from District offices.



NUMBER OF ZIBAMBELE PARTICIPANTS PER DISTRICT OFFICE					
		NUMBER OF			
REGION	DISTRICT OFFICE	ZIBAMBELE PARTICIPANTS			
	ESHOWE	5324			
	HLUHLUWE	4100			
EMPANGENI	VRYHEID	2387			
	ULUNDI	2328			
	NEWCASTLE	3205			
LADYSMITH	ESCOURT	4043			
	DUNDEE	3649			
PIETERMARITZBURG	PMB	3833			
	IXOPO	3497			
	METRO	2226			
DURBAN	STANGER	2220			
DONDAN	PORTSHEPSTONE	3877			
		3011			
TOTAL NUMBER OF ZIBAMBELE PARTICIPANTS IN THE PROVINCE		40831			

Contract Period – 3 years

All Prices in Rands - Delivered to DC Depot, excl. VAT - Escalation covered above - min order 50 of any item.

All items must bear the SABS mark. If not they must not be allowed on site or be paid for.

Minimum delivery period strictly 10 working days from placing order.



a) Tools and equipment

Delivery Depots		Concrete Wheelbarrow Concrete Builders with SABS Mark	Spade No 2 MHSS with SABS Mark	Round Nose Shovel No 2 with SABS Mark	Pick Head with SABS Mark	Pick Handle 900 mm with SABS Mark	Sickle – Poly Handle 480 mm with SABS Mark
DC28	Eshowe	5324	5324	5324	5324	5324	5324
DC 26A	Ulundi	2328	2328	2328	2328	2328	2328
DC 26 B	Vryheid	2387	2387	2387	2387	2387	2387
DC 27	Hluhluwe	4100	4100	4100	4100	4100	4100
DC 23	Ladysmith	4043	4043	4043	4043	4043	4043
DC 24	Dundee	3649	3649	3649	3649	3649	3649
DC 25	Newcastle	3205	3205	3205	3205	3205	3205
DC 22	PM Burg	3833	3833	3833	3833	3833	3833
DC 43	Іхоро	3497	3497	3497	3497	3497	3497
DC 21	P Shepstone	3877	3877	3877	3877	3877	3877
ETH	Durban	2226	2226	2226	2226	2226	2226
DC 29	Stanger	2362	2362	2362	2362	2362	2362



Delivery	Depots	Slasher with SABS Mark or similar approve d	Bush knife with SABS Mark or similar approv ed	Hoe head with SABS Mark or similar approv ed	Hoe handle with SABS Mark or similar approv ed	Hard Broom with SABS mark or similar approve d	Garde ning fork with SABS Mark or similar approv ed	Traffic cones with SABS Mark or similar approve d	Heavy duty refuse bags- 750mm X950mm 40micron (100No)	Steel rake with SABS Mark or similar approve d
		E204	5224	5204	E204	5204	5204	5204	5204	5204
DC28	Eshowe	5324	5324	5324	5324	5324	5324	5324	5324	5324
DC 26A	Ulundi	2328	2328	2328	2328	2328	2328	2328	2328	2328
DC 26 B	Vryheid	2387	2387	2387	2387	2387	2387	2387	2387	2387
DC 27	Hluhluwe	4100	4100	4100	4100	4100	4100	4100	4100	4100
DC 23	Ladysmith	4043	4043	4043	4043	4043	4043	4043	4043	4043
DC 24	Dundee	3649	3649	3649	3649	3649	3649	3649	3649	3649
DC 25	Newcastle	3205	3205	3205	3205	3205	3205	3205	3205	3205
DC 22	PM Burg	3833	3833	3833	3833	3833	3833	3833	3833	3833
DC 43	Ixopo	3497	3497	3497	3497	3497	3497	3497	3497	3497
DC 21	P Shepstone	3877	3877	3877	3877	3877	3877	3877	3877	3877
ETH	Durban	2226	2226	2226	2226	2226	2226	2226	2226	2226
DC 29	Stanger	2362	2362	2362	2362	2362	2362	2362	2362	2362



(c) Personal protective clothing

ITEM	DESCRIPTION
1	DUSTCOAT, Reflective strip with Department Logo and name, reflective strip around the waist, strip
	to be 3M Scotch lite reflective material, 8940 silver industrial wash flame resistant fabric strip to be
	500mm wide fabric: D59 (100% cotton, fabric must bear the SABS mark, SANS 434 material to be
	flame retardant and must meet SANS1423; 2008 edition 1.1 sizes with EPWP written at the back of
	the jacket all colour patronne yellow)
2	Safety reflective jackets (vests)
3	100% Cotton T-shirts with EPWP written at the back and with Departmental logo-colour patronne
	yellow
4	Gloves leather with green lining short
5	Sun hats with drawstring with departmental logo colour navy
6	Full grain leather Safety (steel toe cap) shoes-vamp lining made from non-woven synthetic fiber
	material, laminate to 4mm