



KWAZULU-NATAL PROVINCE

TRANSPORT
REPUBLIC OF SOUTH AFRICA

**PROVINCE OF KWAZULU-NATAL
DEPARTMENT OF TRANSPORT**

**SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING TO DISTRICT OFFICE
ETHEKWEINI FROM A PERIOD OF 36 MONTHS**

CONTRACT No. ZNB02167/00000/00/MET/GEN/23/T

Name of Tenderer:

Central Supplier's Database (CSD) No. MAAA_____

**This tender closes at 11 AM on 04 April 2025 at the offices of the Department of
Transport located at 4 Aubery Road, Wesmead, Pinetown.**

NO LATE SUBMISSIONS WILL BE CONSIDERED

Issued by:

The Department of Transport
eThekweni Metro Office
Sailkot Crescent
Merebank
4059

Contact Name: Mr. S.S. Mvelase
Telephone: (031) 462 2234

Prepared by:

The Department of Transport
eThekweni Metro Office
Sailkot Crescent
Merebank
4059

Contact Name: Mr P. Langton
Telephone: (031) 4698918

TENDER NOTICE AND INVITATION TO TENDER

CONTRACT NO.: ZNB02167/00000/00/MET/GEN/23/T: SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING TO DISTRICT OFFICE ETHEKWENI FROM A PERIOD OF 36 MONTHS

The Province of KwaZulu-Natal, Department of Transport, invites bids for **SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING TO DISTRICT OFFICE ETHEKWENI FROM A PERIOD OF 36 MONTHS**

The Department reserves the right to **not award this bid**.

Free download of tender documents will be available on the www.kzntransport.gov.za and www.etenders.gov.za website and must be downloaded.

Queries relating to this tender may be addressed to:

Bidding procedure enquiries:	Technical enquiries:
Mr. N. Govender	Mr. P Langton
Telephone: 031 700 2222	Telephone: 031 469 8900
E-mail: nad.govender@Kzntransport.gov.za	E-mail: Philip.langton@Kzntransport.gov.za

The department has introduced an automated process where bids are submitted **both hard copy and electronic**. The electronic copy must be emailed to roprocurement@kzntransport.gov.za.

The closing time for receipt of tenders is **11:00 on 04 April 2025**. Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted.

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 which is published and may be downloaded from the KwaZulu-Natal Department of Transport website, www.kzntransport.gov.za.

The address provided for the lodging of appeals is:

The Chairperson
Bid Appeals Tribunal
Private Bag X9082
Pietermaritzburg
3200

FAX NO.: 033 897 4501

No appeals will be considered after the award information has been published on the E-Tender portal

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ZNB02167/00000/00/MET/GEN/23/T	CLOSING DATE: 04 April 2025		CLOSING TIME:	11 AM
DESCRIPTION	SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING TO DISTRICT OFFICE ETHEKWENI FROM A PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
4 Aubrey Road					
Wesmead					
PINETOWN					
3610					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. N Govender		CONTACT PERSON	Philip Langton	
TELEPHONE NUMBER	031 700 2222		TELEPHONE NUMBER	031 4698918	
E-MAIL ADDRESS	nad.govender@kzntransport.gov.za		E-MAIL ADDRESS	Phillip.Langton@kzntransport.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS					

SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

NOTICES TO RESPONDENTS REGARDING THE COMPLETION OF FORMS

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

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the Bids forms be retyped or redrafted, but can be completed online without changing any words. Photocopies of the original Bids documentation may be used, but an original signature must appear on such photocopies.
3. The Respondent 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 Bids 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 Respondent, the Bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any Bids 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 Bids numbers on the envelopes are kept unopened in safe custody until the closing time of the Bids. Where, however, a Bids is received open, it shall be sealed. If it is received without a Bids 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 Bids found in any other box or elsewhere subsequent to the closing date and time of Bids will be considered.
9. No Bids sent through the post/courier will be considered if it is received after the closing date and time stipulated in the BIDS documentation, and proof of posting/couriering will not be accepted as proof of delivery.
10. No Bids submitted by telefax, telegraphic will be considered.
11. Bids documents must not be included in packages containing samples. Such Bids may be rejected as being invalid.
12. Any alteration made by the Respondent must be initialled. If not initialled the Respondent may be disqualified.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of Bids.
15. Where practical, prices will be made public at the time of opening Bids.

AUTHORITY TO SIGN

Bid/Quotation no. ZNB:02167/00000/00/MET/GEN/23/T

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

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

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

.....
hereby authorise Mr/Mrs/Ms
acting in the capacity of
whose signature is
to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

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

Note:

Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

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

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..... Closing Time 11:00	Bid number: ZNB:02167/00000/00/MET/GEN/23/T Closing date.....
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Personal Protective Clothing

ITEM	DESCRIPTION	SIZE		QUANTIT	UNIT PRICE	AMOUNT
1	WOMANS MID RISE TAPERED FIT DENIM JEANS, TRIPLE STICED SEAM, BAR TACKS ON STRESS POINTS CONCEALED ZIP					
		32		10		
		34		30		
		36		30		
		38		46		
		40		22		
		42		22		
		44		13		
2	GOLF SHIRT FEMALE 100% COTTON NAVY BLUE WITH DEPARTMENTAL LOGO AND PERSONS NAME					

	EMBROIDED BELOW EMBLEM ON LEFT HAND SIDE OF SHIRT					
		SMALL		30		
		MEDIUM		76		
		LARGE		90		
		XL		60		
		3XL		30		
		4XL		10		
3	DENIM SKIRT, TRIPLE STITCHED SEAM FOR EXTRA STRENGTH, BAR TACKS ON STRESS POINTS, CONCEALED ZIP					
		32		20		
		34		30		
		36		30		
		38		40		
		40		30		
		42		50		
		44		23		
4	GOLF SHIRT MALE 100% COTTON NAVY BLUE WITH					

	DEPARTMENTAL LOGO AND PERSONS NAME EMBROIDED BELOW EMBLEM ON LEFT HAND SIDE OF SHIRT					
		SMALL		10		
		MEDIUM		60		
		LARGE		30		
		XLARGE		40		
		2XL		20		
		6XL		10		
5	MALE SHIRT MESSENGER 100% COTTON, DOUBLE BACK PLEATS, BUTTON DOWN FRONT, 2 FRONT POCKETS WITH VELCRO CLOSURE, TRIPLE NEEDLE STITCHED ON ALL HEMS, BAR TACKS ON STRESS POINTS, DOT LOGO EMBROIDED ABOVE LEFT-HAND SIDE POCKET WITH NAME BELOW. LONG SLEEVE					

		X LARGE		20		
		2XL		20		
6	MALE SHIRT MESSENGER 100% COTTON, DOUBLE BACK PLEATS, BUTTON DOWNFRONT, 2 FRONT POCKETS WITH VELCRO CLOSURE, TRIPLE NEEDLE STITCHED ON ALL HEMS, BAR TACKS ON STRESS POINTS, DOT LOGO EMBROIDED ABOVE LEFT-HAND SIDE POCKET WITH NAME BELOW. SHORT SLEEVE					
		X LARGE		20		
		2XL		20		

7	MALE JEANS WITH COIN POCKET RIVETS, BACK YOKE WITH DEEP CONCEALED OPENING WITH EXTRA STORAGE , CONCEALED ZIP					
		30		10		
		32		30		
		34		40		
		36		40		
		38		30		
		40		20		
		48		13		
8	SUMMER HAT: LEGENDARY 100% COTTON HAND WASHED, WIDE BRIM UV RADIATION PROTECTION FROM SUN WITH DRAWSTRING DEPT OF TRANSPORT LOGO TO BE EMBROIDED ON HAT					
			NAVY BLUE	100		
			BOTTLE GREEN	100		
			OLIVE	60		
			ORANGE	250		

			PANTONE YELLOW	3700		
9	WINTER HAT BEANIE					
			NAVY BLUE	100		
			BOTTLE GREEN	100		
			OLIVE	60		
			ORANGE	250		
			PANTONE YELLOW	3700		
10	ANTIBACTERIAL SOCK WITH EXTRA FINE TOE SEAM, RIENFORCED TOE AND HEAL FOR DURABILITY HALF CUSHIONED WITH ELASTIC ANKLE BAND			900		
11	RAINCOAT WITH HOOD CLEAR SIDE PANELS IN HOOD RIENFORCED SEAMS, HEAT SEALED SEAMS FOR IMPROVED WATER RESISTANCE, CONCEALED ELASTIC STORM WATER CUFFS,					

	STOW AWAY HOOD WITH DRAW CORD 117CM IN FULL LENGTH DOUBLE PRESS STUDS FULL CLOSURE LARGE FRONT POCKETS					
			Small	10		
			Medium	10		
			Large	20		
			XL	20		
			2XL	3		
			3XL	3		
12	RAINSUIT 2 PIECE TARPAULIN TYPE MATERIAL, ZIP F LAP , CLEAR SIDE PANEL IN HOOD REINFORCED SEAMS, HEAT SEALED FOR IMPROVED WATER RESITANCE, CONCELAED ELASTIC STORM CUFFS STOW AWAY HOOD WITH DRAW CORD. TROUSERS TO HAVE ANKLE POPPERS AND ELASTICATED WAIST BAND WITH					

	CONCEALED ZIP (HI VIZ) – WITH 50mm. REFLECTIVE TAPE					
		MEDIUM	NAVY BLUE	25		
		LARGE	NAVY BLUE	25		
		X LARGE	NAVY BLUE	10		
		2XL	NAVY BLUE	10		
		4XL	NAVY BLUE	3		
		5XL	NAVY BLUE	3		
		6XL	NAVY BLUE	3		

13	RAINSUIT 2 PIECE TARPAULIN TYPE MATERIAL, ZIP F LAP CLEAR SIDE PANEL IN HOOD REINFORCED SEAMS, HEAT SEALED FOR IMPROVED WATER RESITANCE, CONCELAED ELASTIC STORM CUFFS STOW AWAY HOOD WITH DRAW CORD. TROUSERS TO HAVE ANKLE POPPERS AND ELASTICATED WAIST BAND WITH CONCEALED ZIP. WITH 50mm REFLECTIVE TAPE					
		SMALL	YELLOW	800		
		MEDIUM	YELLOW	800		
		LARGE	YELLOW	800		
		X LARGE	YELLOW	600		
		2XL	YELLOW	400		
		3XL	YELLOW	300		
		4XL	YELLOW	166		

14	RAINSUIT 2 PIECE TARPAULIN TYPE MATERIAL, ZIP F LAP CLEAR SIDE PANEL IN HOOD REINFORCED SEAMS, HEAT SEALED FOR IMPROVED WATER RESITANCE, CONCELAED ELASTIC STORM CUFFS STOW AWAY HOOD WITH DRAW CORD. TROUSERS TO HAVE ANKLE POPPERS AND ELASTICATED WAIST BAND WITH CONCEALED ZIP - WITH 50mm REFLECTIVE TAPE					
		MEDIUM	BOTTLE GREEN	40		
		LARGE	BOTTLE GREEN	35		
		X LARGE	BOTTLE GREEN	34		
		2XL	BOTTLE GREEN	30		
		3XL	BOTTLE GREEN	30		

15	DUST COAT 65/35 POLYCOTTON WITH 2 SIDE POCKETS AND FRONT POCKET ON LEFT UPPER OF DUSTCOAT DOT LOGO TO BE EMBROIDED ABOVE FRONT LEFT UPPER POCKET WITH PERSONS NAME					
		SMALL	BLUE	20		
		MEDIUM	BLUE	50		
		LARGE	BLUE	60		
		XLARGE	BLUE	35		
		2XL	BLUE	30		

16	OVERALL TOP ACID RESISTANT AND FLAME RETARDANT 100% COTTON 50MM REFLECTIVE TAPE ON SLEEVES, CHEST POCKET WITH PRESS STUD CLOSURE LARGE FRONT POCKETS CONCEALED ZIP SIDE SLITS FOR MOVEMENT BAR TACKS ON STRESS POINTS DOT LOGO EMBROIDED ABOVE CHEST POCKET WITH NAME BELOW DOT TO BE SCREEN PRINTED ON THE BACK 50 MM LETTERS					
		34	NAVY BLUE	20		
		36	NAVY BLUE	20		
		38	NAVY BLUE	20		
		40	NAVY BLUE	20		
		42	NAVY BLUE	20		
		44	NAVY BLUE	20		
		46	NAVY BLUE	20		
		48	NAVY BLUE	20		

17	OVERALL TOP ACID RESISTANT 100% COTTON 50MM REFLECTIVE TAPE ON SLEEVES, CHEST POCKET WITH PRESS STUD CLOSURE LARGE FRONT POCKETS CONCEALED ZIP SIDE SLITS FOR MOVEMENT BAR TACKS ON STRESS POINTS DOT LOGO EMBROIDED ABOVE CHEST POCKET WITH NAME BELOW DOT TO BE SCREEN PRINTED ON THE BACK 50 MM LETTERS					
		32	ORANGE	80		
		34	ORANGE	25		
		36	ORANGE	130		
		38	ORANGE	120		
		40	ORANGE	142		
		42	ORANGE	142		
		44	ORANGE	90		
		48	ORANGE	80		

18	OVERALL TOP ACID RESISTANT 100% COTTON 50MM REFLECTIVE TAPE ON SLEEVES, CHEST POCKET WITH PRESS STUD CLOSURE LARGE FRONT POCKETS CONCEALED ZIP SIDE SLITS FOR MOVEMENT BAR TACKS ON STRESS POINTS DOT LOGO EMBROIDED ABOVE CHEST POCKET WITH NAME BELOW DOT TO BE SCREEN PRINTED ON THE BACK 50 MM LETTERS					
		30	BOTTLE GREEN	30		
		32	BOTTLE GREEN	30		
		34	BOTTLE GREEN	40		
		36	BOTTLE GREEN	50		
		38	BOTTLE GREEN	30		
		40	BOTTLE GREEN	70		
		42	BOTTLE GREEN	50		
		44	BOTTLE GREEN	30		
		46	BOTTLE GREEN	30		

		48	BOTTLE GREEN	30		
19	OVERALL TOP ACID RESISTANT 100% COTTON 50MM REFLECTIVE TAPE ON SLEEVES, CHEST POCKET WITH PRESS STUD CLOSURE LARGE FRONT POCKETS CONCEALED ZIP SIDE SLITS FOR MOVEMENT BAR TACKS ON STRESS POINTS DOT LOGO EMBROIDED ABOVE CHEST POCKET WITH NAME BELOW DOT TO BE SCREEN PRINTED ON THE BACK 50 MM LETTERS					
		32	GREY	12		
		34	GREY	12		
		36	GREY	18		
		38	GREY	24		
		46	GREY	12		

20	OVERALL TOP ACID RESISTANT 100% COTTON 50MM REFLECTIVE TAPE ON SLEEVES, CHEST POCKET WITH PRESS STUD CLOSURE LARGE FRONT POCKETS CONCEALED ZIP SIDE SLITS FOR MOVEMENT BAR TACKS ON STRESS POINTS EPWP LOGO EMBROIDED ABOVE CHEST POCKET EPWP TO BE SCREEN PRINTED ON THE BACK 50 MM LETTERS:					
		28	PANTONE YELLOW	200		
		30	PANTONE YELLOW	200		
		32`	PANTONE YELLOW	300		
		34	PANTONE YELLOW	400		
		36	PANTONE YELLOW	300		
		38	PANTONE YELLOW	300		
		40	PANTONE YELLOW	200		
		42	PANTONE YELLOW	200		
		44	PANTONE YELLOW	200		
		46	PANTONE YELLOW	200		

		48	PANTONE YELLOW	200		
		50	PANTONE YELLOW	200		
		52	PANTONE YELLOW	200		
21	OVERALL PANTS ACID AND FIRE RESISTANCE 100 % COTTON 50MM YELLOW /SILVER REFLECTIVE TAPE ON LEGS. ELASTICATED BACK BAR TACKS ON STRESS POINT:					
		32	NAVY BLUE	20		
		34	NAVY BLUE	20		
		36	NAVY BLUE	20		
		38	NAVY BLUE	20		
		40	NAVY BLUE	20		
		42	NAVY BLUE	20		
		44	NAVY BLUE	20		
		46	NAVY BLUE	20		
		48	NAVY BLUE	20		
22	OVERALL PANTS ACID RESISTANCE 100 % COTTON 50MM YELLOW /SILVER REFLECTIVE TAPE ON LEGS. ELASTICATED BACK BAR TACKS ON STRESS					

	POINT: ORANGE					
		30		80		
		32		80		
		34		80		
		36		130		
		38		110		
		40		140		
		42		140		
		44		90		
		46		30		
		48		80		
23	OVERALL PANTS ACID RESISTANCE 100 % COTTON 50MM YELLOW /SILVER REFLECTIVE TAPE ON LEGS. ELASTICATED BACK BAR TACKS ON STRESS POINT: BOTTLE GREEN					
		32		30		
		34		40		
		36		50		
		38		50		
		40		70		
		42		50		
		44		30		
		46		30		

24	OVERALL PANTS ACID RESISTANCE 100 % COTTON 50MM YELLOW /SILVER REFLECTIVE TAPE ON LEGS. ELASTICATED BACK BAR TACKS ON STRESS POINT:					
		32	GREY	12		
		34	GREY	12		
		36	GREY	18		
		38	GREY	12		
		46	GREY	12		
25	OVERALL PANTS ACID RESISTANCE 100 % COTTON 50MM YELLOW /SILVER REFLECTIVE TAPE ON LEGS. ELASTICATED BACK BAR TACKS ON STRESS POINT:					
		26	PANTONE YELLOW	200		
		28	PANTONE YELLOW	200		
		30	PANTONE YELLOW	300		
		32	PANTONE YELLOW	300		

		34	PANTONE YELLOW	400		
		36	PANTONE YELLOW	300		
		40	PANTONE YELLOW	200		
		42	PANTONE YELLOW	200		
		44	PANTONE YELLOW	200		
		46	PANTONE YELLOW	200		
		48	PANTONE YELLOW	200		
		50	PANTONE YELLOW	200		
26	T SHIRT CREW NECK, 100% COTTON, COVER SEAM HEM, DOT LOGO TO BE EMBROIDED ON FRONT LEFT WITH PERSONS NAME BELOW					
		SMALL	NAVY BLUE	20		
		MEDIUM	NAVY BLUE	20		
		LARGE	NAVY BLUE	20		
		XLARGE	NAVY BLUE	20		
		2XL	NAVY BLUE	40		
		3XL	NAVY BLUE	30		
		4XL	NAVY BLUE	20		
		5XL	NAVY BLUE	10		
		6XL	NAVY BLUE	20		

27	T SHIRT CREW NECK, 100% COTTON, COVER SEAM HEM, DOT LOGO TO BE EMBROIDED ON FRONT LEFT WITH PERSONS NAME BELOW					
		SMALL	ORANGE	230		
		MEDIUM	ORANGE	400		
		LARGE	ORANGE	300		
		X LARGE	ORANGE	300		
		2XL	ORANGE	200		
28	T SHIRT CREW NECK, 100% COTTON, COVER SEAM HEM, DOT LOGO TO BE EMBROIDED ON FRONT LEFT WITH PERSONS NAME BELOW					
		SMALL	BOTTLE GREEN	60		
		MEDIUM	BOTTLE GREEN	150		
		LARGE	BOTTLE GREEN	300		
		X L	BOTTLE GREEN	200		

29	T SHIRT CREW NECK, 100% COTTON, COVER SEAM HEM, EPWP LOGO TO BE EMBROIDED ON FRONT LEFT					
		SMALL	PANTONE YELLOW	1000		
		MEDIUM	PANTONE YELLOW	1000		
		LARGE	PANTONE YELLOW	1000		
		X LARGE	PANTONE YELLOW	500		
		2XL	PANTONE YELLOW	300		
		3XL	PANTONE YELLOW	100		
30	KIDNEY BELTS ELASTICATED					
		SMALL		10		
		MEDIUM		50		
		LARGE		50		
		X LARGE		40		
		2XL		3		
31	GLOVES LEATHER HEAT RESISTANT ELBOW			3766		

	LENGTH GREENLINE					
32	WARM GLOVES					
		BLACK		51 PAIRS		
33	CUT 5 NITRASANDY RIENFORCED PALM GLOVES FOR WORKING WITH HANDSTONE AND GABION BASKETS			216		
34	ELBOW LENGTH GLOVES FOR WORKING WITH FUELS AND CHEMICALS			216		

35	JACKET PAROLLER 100% PVC COATED WATER RESITANT POLAR FLEECE LINING WITH INSIDE POKET, ADJUSTABLE INNER WAIST DRAW CORD ,CONCEALED ZIP WITH PRESS STUDS , 2 HIP POCKETS AND 2 BELOWED CHEST POCKETS STOW AWAY HOOD WITH DRAW CORD STORM CUFFS , DOT LOGO TO BE EMBROIDED ON FRONT LEFT POCKET WITH OFFICIALS NAME BELOW.					
		MEDIUM		10		
		LARGE		10		
		2XL		10		

36	WARM JACKET – WATER RESITANT POLYESTER, POLAR FLEECE LINING , LARGE FRONT POCKETS WITH CONCEALED ZIP, ELASTICATED CUFFS,STOW AWAY HOOD. DRAW CORD IN HEM ,3 INNER POCKETS, CONCEALED ZIP IN FRONT, ADJUSTABLE TOGGLES, KZN LOGO ON LEFT HAND SIDE WITH OFFICIALS NAME BELOW.					
		SMALL		96		
		MED		114		
		LARGE		198		
		X LARGE		123		
		2XL		84		
		3XL		75		
		4XL		3		
		5XL		3		

37	HI VIZ REFLECTIVE JACKET: WATER RESISTANT POLYESTER/ POLYESTER MESH 50MM REFLECTIVE TAPE ,LARGE FONT POCKETS WITH CONCEALED ZIPS/ELASTICATED CUFFS, STOW AWAY HOOD DRAW CORD IN HEM CONCEALED ZIP IN FRONT ADJUSTABLE TOGGLES 3 INNER CHEST POCKETS , INTERNAL HIP POCKET CELLPHONE POCKET, DOT LOGO EMBROIDED ON FRONT LEFT OF JACKET WITH PERSONS NAME BELOW.					
		SMALL		21		
		MED		6		
		LARGE		24		
		X LARGE		9		

		2XL		3		
		6XL		6		
38	REFLECTIVE VEST WITH 50MM REFLECTIVE TAPE, ZIP CLOSURE AND ID POUCH, DOT SCREENPRINTED ON BACK IN 50MM LETTERS					
		SMALL		1066		
		MED		1066		
		LARGE		1066		
		XL		566		
		2XL		366		
		3XL		166		
39	HELMET SAFETY ORANGE WITH ADJUSTABLE HEAD BAND			600		

40	HELMET SAFETY BLUE WITH ADJUSTABLE HEAD BAND			60		
41	BRUSHCUTTER HARNESS			250		
42	BRUSHCUTTER HELMET WITH VISOR AND EAR MUFFS.			250		
43	SHIN GUARD BRUSHCUTTER			250		

44	SAFETY SHOE UNISEX BUFFALO PRINT LEATHER 4 PAIRS METAL D RINGS AND 1 PAIR EYELETS, VAMP LINING TO BE MADE FROM NON WOVEN SYNTHETIC FIBRE, ADDITIONAL ARCH SUPPORT,STEEL TOE CAPPED DOUBLE DENSITY POLYURETHANE SOLE MUST BE OIL RESISTANT AND HEAT RESISTANT UP TO 95 DEGREE c					
		3		30		
		4		102		
		5		162		
		6		162		
		7		144		
		8		120		
		9		84		
		10		45		
		11		33		
		12		3		

45	SAFETY BOOT UNISEX FULL GRAIN UPPER 5 PAIR LOOPS WITH HOOKS,PADDED TOUNGUE AND COLLAR EXTRA WIDE FITTING STEEL TOE CAP OIL RESISTANT AND HEAT RESISTANT UP TO 300 DEGREES					
		3		645		
		4		741		
		5		795		
		6		820		
		7		700		
		8		500		
		9		400		
		10		251		
		11		239		
46	SAFETY BOOT STEEL TOE CAP CHELSEA					
		3		6		
		4		6		
		5		6		
		6		6		

		7		20		
		8		20		
		9		12		
47	SAFETY GUMBOOTS WITH STEEL TOE CAP AND A PVC SOLE PROVIDING SRA SLIP RESISTANCE AND MAXIMUM SOIL RELEASE (CE APPROVED)					
		3		30		
		4		100		
		5		160		
		6		160		
		7		140		
		8		100		
		9		70		
		10		40		
		11		40		
48	LADIES SAFETY SHOE – STEEL TOE CAP, SLIP ON					
		3		15		

		4		51		
		5		45		
		6		54		
		7		15		
		8		15		
49	DRESS SHOE LACE UP - MESSANGERS	9		3		
50	DRESS SHOE FEMALE (MESSANGERS AND CLEANERS) SLIP ON					
		5		6		
		7		3		
51	FEMALE SHIRT OFFICE, FABRIC 80/20 SEMI FIT WITH SLITS FOR COMFORT TWO PIECE COLLAR ,BUTTON DOWN FRONT CHECK POCKET TOP ETITCHING ON YOKE SHOULDER AND ARM HOLES FOR ADDED STRENGTH ¾ SLEEVE WITH CUFF SLITS BAR					

	TACKS ON STRESS POINTS DEPT LOGO EMBROIDED ABOVE POCKETS WITH PERSON NAME BELOW FINISHED IN OXFORD YARN					
		SMALL	LIGHT BLUE	18		
		MEDIUM	LIGHT BLUE	72		
		LARGE	LIGHT BLUE	84		
		XL	LIGHT BLUE	54		
		3XL	LIGHT BLUE	12		
		4XL	LIGHT BLUE	6		
52	JERSEY V NECK MALE MESSANGER					
		LARGE		6		
		XL		6		
		2XL		6		
53	JERSEY V NECK LADIES					
		SMALL		6		
		MEDIUM		18		
54	BELT LEATHER	100 CM		18		
		106 CM		18		

55	DR COMFORT MEDICAL SAFETY BOOT	7		3		
56	PATROLLER JACKET POLAR FLEECE	SMALL		3		
		MED		3		
		LARGE		9		
		XL		6		
57	BRANDING SEE PAGE 72					
	a) HATS			4210		
	b) T SHIRTS, GOLF SHIRTS SHIRTS AND DUSTCOATS			6931		
	c) OVERALL TOPS			4537		
	d) JERSEYS JACKETS AND REFLECTIVE VEST			5150		
TOTAL OF BILL OF QUANTITIES						R

TENDER SUMMARY

DESCRIPTION	AMOUNT
Totals of Bill of Quantities brought forward: Page 42	R
DELIVERY COSTS	R
SUB TOTAL 1	R
CONTINGENCIES 10%	R
SUB TOTAL 2	R
CONTRACT PRICE ADJUSTMENT 10%	R
SUB TOTAL 3	R
VAT 15%	R
TOTAL	R
<i>TOTAL CARRIED FORWARD TO CONTRACT FORM ON PAGE 55</i>	

I (full name) _____, in my capacity as _____, the duly authorized representative of _____ (business name) hereby declares that the offer is in accordance with the attached specification, notes to suppliers & accepts all conditions/clauses contained in the said documents.

Signature of duly authorised representative		Date:
---	--	-------

- Required by:
- At:
- Brand and model:
- Country of origin:
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)

- Period required for delivery
*Delivery: Firm/not firm
- Delivery basis

Note: All delivery costs must be included in the 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.

*Delete if not applicable

-
- Required by:
 - At:
 - Brand and model
 - Country of origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery 5 days.
*Delivery: Firm/not firm
 - 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.

*Delete if not applicable

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES	
NO	

- 2.11.1 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

2.11.2

- 2.11.3 enterprise, in table below.

Full Name	Identity Number	Name of State institution

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.

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES	
NO	

- 2.2.1 If so, furnish particulars:

.....
.....

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

- 2.3.1 If so, furnish particulars:

.....
.....

YES	
NO	

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.

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.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Every question must be answered individually on this form, whether a relationship is present or not: Failure to do so will invalidate your tender/bid

SBD 6.1

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

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

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% Owned by Black People	10	
51% cooperative owned by black people	5	
51% Owned by Black Woman	5	
TOTAL	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

1. ACCEPTABLE PROOF & RIGHT TO AWARD

a) Acceptable Proof for the allocation of Specific Goals Points

The specific goals allocated points in terms of this tender	<u>Acceptable Proof for Allocation of Points</u>
1. An EME or QSE which is	CIPC company registration documents and BBB-EE Certificate or Sworn affidavit.
a) 100% Owned by Black People	
b) 51% cooperative owned by black people	
c) 51% Owned by Black Woman	

d) Rights to Award

- KwaZulu-Natal Department of Transport reserves the right to call for presentations from shortlisted suppliers or ***Reserves the Right to accept bid In Whole or In Part.***
- Not to make any award in this bid or accept any tender submitted,
- Request further technical information from any tenderer after the closing date,
- Verify information and documentation of the tenderer(s),
- Not to accept any of the tender proposals submitted,
- To withdraw or amend any of the tender conditions by notice in writing to all tenderer 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.

e) Price Negotiation at quotation stage.

KwaZulu-Natal Department of Transport reserves the right to negotiate with the shortlisted tenderer prior and/or post award.

The terms and conditions for negotiations will be communicated to the shortlisted tenderers 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 tender and projects will be implementable.

KwaZulu-Natal Department of Transport supports the spirit of economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the KwaZulu-Natal Department of Transport does not support any form of fronting.

SBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and 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 time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. 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 goods and/or works 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.
4. 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.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO	PRICING DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)
	Price from page 43	R
	TOTAL (To be taken as the financial offer)	

Amount in Words.....
.....
.....

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1.

2.

DATE

GENERAL CONDITIONS OF CONTRACT

i. 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
- 1.9 in compliance of the conditions of the contract or order.
- 1.10 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.11 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.12 "Dumping" occurs when a private enterprise abroad 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.
- 1.13 "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.

- 1.14 "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.
- 1.15 "GCC" means the General Conditions of Contract.
- 1.16 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17 "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.
- 1.18 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21 "Project site," where applicable, means the place indicated in bidding documents.
- 1.22 "Purchaser" means the organization purchasing the goods.
- 1.23 "Republic" means the Republic of South Africa.
- 1.24 "SCC" means the Special Conditions of Contract.
- 1.25 "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.
- 1.26 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

ii. Application

- a. 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.
- b. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- c. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

iii. General

- 1.1 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.
- 1.2 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

iv. Standards

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

v. 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.

vi. Patent rights

- 1.1. 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.

2. Performance security

- 1.1 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.
- 1.2 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.
- 1.3 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:
 - 3. 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
 - 4. a cashier's or certified cheque
- 1.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

2. Inspections, tests and analyses

- 2.1 All pre-bidding testing will be for the account of the bidder.
- 2.2 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.
- 2.3 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.
- 2.4 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.

- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 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.
- 2.9. Packing
 - a. 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.
 - b. 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.
2. Delivery and documents
 - a. 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.
 - b. Documents to be submitted by the supplier are specified in SCC.

3. Insurance

- a. 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.

4. Transportation

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

5. Incidental Services

- a. 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.
- b. 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.

6. Spare parts

- a. 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.

7. Warranty

- a. 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.
 - b. 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.
 - c. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
 - d. 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.
 - e. 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.
8. Payment
 - a. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
 - b. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
 - c. 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.
 - d. Payment will be made in Rand unless otherwise stipulated in SCC.
9. Prices
 - a. 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.
 - b. he purchaser's request for bid validity extension, as the case may be.
10. Contract amendments
 - a. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

11. Assignment

- a. 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.

12. Subcontracts

- a. 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.

13. Delays in the supplier's performance

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.

14. Penalties

- a. 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.

15. Termination for default

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.

- f. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - a. the name and address of the supplier and / or person restricted by the purchaser;
 - b. the date of commencement of the restriction
 - c. the period of restriction; and
 - d. the reasons for the restriction.
- i. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- g. 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.

16. Anti-dumping and countervailing duties and rights

- a. 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.

17. Force Majeure

- a. 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.
- b. 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.

18. Termination for insolvency

- a. 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.

19. Settlement of Disputes

- a. 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.
- b. 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.
- c. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- d. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- e. 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.

20. Limitation of liability

- a. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
 - i. 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
 - ii. 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.

21. Governing language

- a. 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.

22. Applicable law

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

23. Notices

- a. 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
- b. 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.

24. Taxes and duties

- a. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- b. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- c. 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.

25. National Industrial Participation (NIP) Programme

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

26. Prohibition of Restrictive practices

- a. 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).
- b. 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.

CONTRACT SPECIFICATION

A. Full Description

Currently there is no contract in place for the Department of Transport and this is creating challenges in procuring the PPE for staff members. Budget for personal protective clothing, tools and equipment used for staff members has been allocated year after year, but procurement of services has not been effective due the long procurement processes.

This annual contract is intended to be used for supply and delivery of personal protective clothing's for staff members at District Office eThekweni.

Four successful bidders will be appointed. Each bidder will be based in the eThekweni District and the successful Contractors should be available to operate anywhere within the District.

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

B. Motivation

This contract will be used to supply personal protective clothing to the existing staff at District Office eThekweni and will reduce the turnaround time when ordering PPE. It will also ensure that new appointments do not wait for extended periods to obtain PPE when appointed. Personal protective clothing is essential for all employees under the Health and safety regulations.

C. Contract Period – 3 years

D. All Prices in Rands - Delivered to DC Depot, excl. VAT - Escalation covered above

E. Order quantity : minimum order quantity of 50 of any contract item.

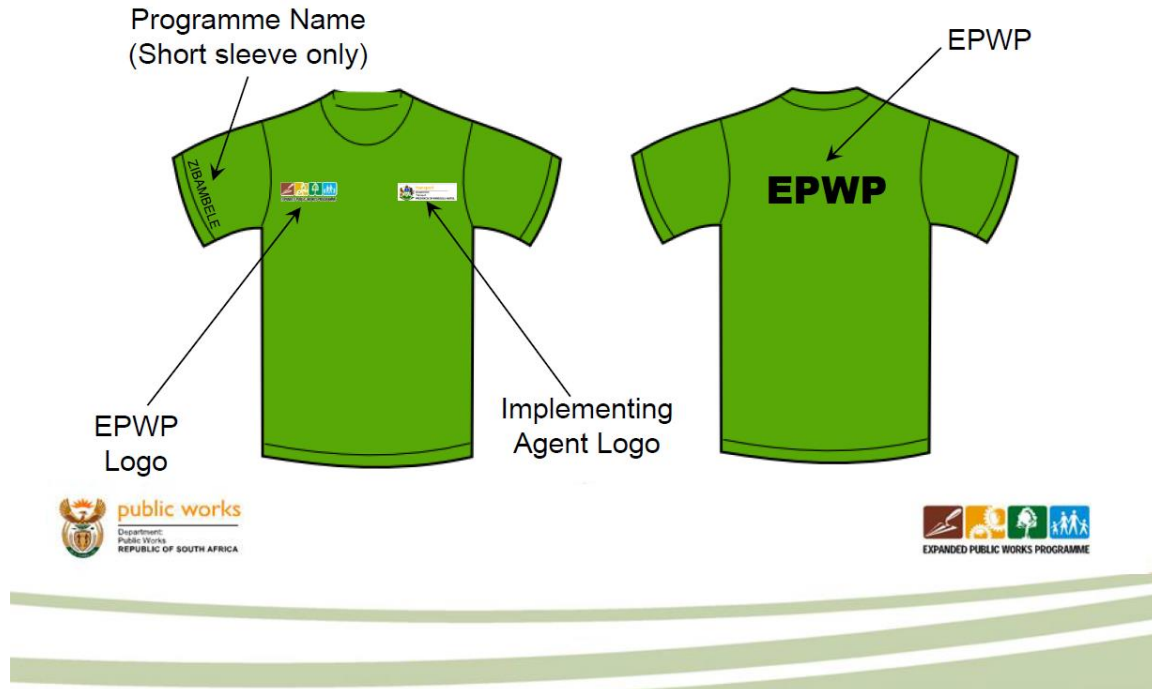
F. SABS Approval : All items must bear the SABS mark. If not, they must not be allowed On site or be paid for

G. Delivery Period between 10 and 30 Days from date of order been placed.

H. Branding:

- (i) Branding is determined by the Department and is subject to change
- (ii) Items required for branding are:
 - (a) Hats
 - (b) T Shirts, Golf Shirts and Shirts
 - (c) Overall Tops
 - (d) Jerseys and Jackets
- (iii) EPWP LOGO : expanded works to appear on left side of garment in front
Transport Logo on right side of garment front both to be embroidered.
EPWP to appear on the back of overall tops in 100mm lettering (screen-printed)

T-Shirt/Overall/Safety Vest Branding



Printing on PPE

PPE (Overalls) shall be Pantone Green with/without reflective tape and shall be branded as follows:

- Implementer's Logo (printed or embroidered) on the left front pocket location ie over the heart position. (full colour)
- EPWP logo on the right front pocket (printed or embroidered) location (full colour)
- The letters EPWP on the back of the PPE in BLACK
- The program name eg Vuk'uphile is to be printed on the right sleeve of short sleeved apparel and need not be placed on long sleeved apparel.
- Where required, lime green safety vests are to be branded with similar specification above. In this instance the Overalls may not necessarily be branded provided that the use of high visibility vests is mandatory.
- All artwork and PPE samples shall be approved and signed off by the consultant prior to printing/embroidering.



- (iv) Transport Logo : To appear on the right side of the garment above the pocket

and to be embroidered.

D.O.T to appear on the back of overall tops in 100mm lettering
(screen-printed).

I. Sample submission:

- (i) All bidders are required to submit samples for the items offered at the venue, date and time indicated below.
- (ii) Samples must be submitted for the purpose of visual screening for the products offered, for compliance to specification during the evaluation process.
- (iii) Bidders must submit the samples for each item offered for visual screening
- (iv) Were different sizes and colours are called for visual samples are to be submitted.
- (v) All samples submitted for visual screening must be a true representation of the product which will be supplied. Samples of all items awarded against this bid will be retained for the duration of the contract period.
- (vi) Bids not supported by samples will not be accepted.
- (vii) Samples will only be accepted at the stipulated date and time. No late samples will be accepted.
- (viii) Samples to be submitted to:
Venue: Stores, 81 Sailkot Crescent Merebank 4059
Date: 31 March 2025
Contact Person: Phillip Langton 031 489 8900

J. Personal protective clothing

ITEM	DESCRIPTION
1	AS PER SPECIFICATIONS GIVEN FROM PAGE 9-42

CONTRACT PRICE ADJUSTMENT SCHEDULE

The application of the Price adjustment will be made in 6 monthly intervals from the base date

$$(1-x) [aL_t/L_o + bP_t/P_o + cM_t/M_o + dF_t/F_o - 1]$$

In which the symbols have the following meanings:

"x" is the proportion of "Ac" not subject to adjustment. The value of "x" is 0.1

The co-efficients shall be as follows

$$a = 0,20 \quad b = 0,20 \quad c = 0,50 \quad d = 0.10$$

in which the symbols have the following meanings:

"L" is the "Labour Index" and shall be the "Consumer Price Index" will be as for KwaZulu-Natal as published in the Statistical News Release P 0141 Consumer Price Index (CPI) Additional Tables - Table 13)

"P" is the "Plant Index" and shall be the "Civil Engineering Plant Index" as published in the Statistical News Release P 0142.1 Producer Price Index -Table 12

"M" is the "Materials Index" and shall be the "Civil Engineering Materials Index" as published in the Statistical News Release P 0142.1 Producer Price Index -Table 11

"F" is the "Fuel Index" and shall be the "Diesel Oil for the Coast and Witwatersrand Index" as published in the Statistical News Release P 0142.1 Producer Price Index - Table 12

The suffix "o" denotes the basic indices applicable to the base month, which shall be the month prior to the month in which the closing date for the Bid falls.

The suffix "t" denotes the current indices applicable to the month in which the last day of the period falls to which the relevant payment certificates relate

ANNEXURE C: LOCALITY PLAN (Map of DC's in Province)

