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

INVITATION TO QUOTE

Quotation Number: Q 46 EDTEA 2026/2027

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A CLOTHING PRODUCTION SKILLS TRAINING PROGRAMME FOR TWENTY (20) MSMEs WITHIN THE CLOTHING AND TEXTILE INDUSTRY FOR THE DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS AT UMZINYATHI DISTRICT OVER A PERIOD OF SIX (6) MONTHS

Compulsory Briefing Session*: NOT APPLICABLE*

Queries relating to the issue of these documents may be addressed to Admin Office Tel. No. (033) 264 2579/2862: e-mail bids@kznedtea.gov.za

Closing Date: 07 DECEMBER 2026
Closing Time: 15:00
Method of submission: DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT GROUND FLOOR FOYER, 270 JABU NDLOVU STREET PIETERMARITZBURG

N.B. Bidders are hereby advised that, upon submission of bids or quotations, they will be required to sign the official submission register at the reception. It is the responsibility of each bidder to ensure timely arrival to complete this process without delay.

N.B Bidders must ensure that their appointed couriers or drivers are fully informed of the submission requirements and procedures outlined herein, including the obligation to sign the official submission register upon delivery.

INITIAL_____

CONTENTS

SECTION A (PART A: INVITATION TO QUOTE) ……3
PART B: TERMS AND CONDITIONS FOR BIDDING ……4
SECTION B: LIST OF ALL RETURNABLE & COMPULSORY DOCUMENTS ……5
SECTION C: SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS ……6
SECTION D: REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE ……7
SECTION E: DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE ……8
SECTION F: PRICING SCHEDULE – FIRM PRICES ……9
SECTION G: QUOTATION OFFER ……12
SECTION H: BIDDER'S DISCLOSURE ……13
SECTION I: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 ……15
SECTION j: QUESTIONNAIRE REPLIES ……200
SECTION K: SPECIAL CONDITIONS OF CONTRACT ……23-31
SECTION L: GENERAL CONDITIONS OF CONTRACT ……23
SECTION M: AUTHORITY TO SIGN QUOTATION ……32
SECTION N: SCHEDULE VARIATIONS FROM GOODS OR SERVICES INFORMATION ……33
TERMS OF REFERENCE (TOR) ……34-48
ANNEXURE A:EVALUATION GRID ……**Error! Bookmark not defined.**49-51
ANNEXURE B:CV FORMAT ……**Error! Bookmark not defined.**52
ANNEXURE C: STATEMENT OF EXCLUSIVITY AND AVAILABILITY ……**Error! Bookmark not defined.**3
ANNEXURE D: SPECIFICATION FOR FINGER LUNCH……54

SECTION A (PART A: INVITATION TO QUOTE)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TH(*EDTEA*)					
BID NUMBER:	**Q46 EDTEA 26/27**	CLOSING DATE:	**07 DECEMBER 2026**	CLOSING TIME:	**15:00**
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A CLOTHING PRODUCTION SKILLS TRAINING PROGRAMME FOR TWENTY (20) MSMEs WITHIN THE CLOTHING AND TEXTILE INDUSTRY FOR THE DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS AT UMZINYATHI DISTRICT OVER A PERIOD OF SIX (6) MONTHS**				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
270 JABU NDLOVU STREET, PIETERMARITZBURG					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**ADMIN OFFICE**	CONTACT PERSON	**SIHLE MAZIBUKO**
TELEPHONE NUMBER	**(033) 264 2731/2864**	TELEPHONE NUMBER	**082 808 0191**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**bids@kznedtea.gov.za**	E-MAIL ADDRESS	**Sihle.Mazibuko@kznedtea.gov.za**

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /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.

INITIAL_____

SBD1

PART B: TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

INITIAL_____

SECTION B: LIST OF ALL RETURNABLE & COMPULSORY DOCUMENTS

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

Section/ Schedule	Description	Compulsory (Yes / No)	Non-Submission will render bidders non-responsive (Yes/No)	Compulsory (Yes / No) For Quotation Evaluation Purposes	Yes	No	N/A
Prospective Service Providers MUST complete the following as per the QUOTATION document:							
Part A	**Invitation to BID (SBD 1)**	**Yes**	**Yes**				
Part B	**Terms and Conditions for bidding (SBD 1)**	**Read Only**					
Section C	Special Instructions regarding completion of bid	**Read only**					
Section D	Registration on Central Suppliers Database	**Read Only**					
Section E	Declaration that information on Central Suppliers database is correct and up to date	**Yes**	**Yes**				
Section F	Pricing Schedule (SBD 3)	**Yes**	**Yes**	**Yes**			
Section G	Quotation Offer	**Yes**	**Yes**	**Yes**			
Section H	Bidder's disclosure form (SBD4)	**Yes**	**Yes**				
Section I	Preference Points Claim Form In terms of the Preferential Procurement Regulations 2022.			**Yes If Applicable**			
Section J	**Questionnaire Replies -** To be only included when BIDs for goods are involved.			**Yes If applicable**			
Section K	Special Conditions of Contract	**Read only**					
Section L	General Conditions of Contract	**Read only**					
Section M	**Authority to Sign a BID**	**Yes**	**Yes**	**Yes**			
Section N	Schedule variations from good and services information			**Yes If applicable**			
	Terms of Reference						
Annexure A	Evaluation Grid						
Annexure B	CV Format						
Annexure C	Statement of exclusivity and availability						
Annexure D	Specification for Finger Lunch						

 INITIAL_____

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

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

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

SECTION D: REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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

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

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

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

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

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

 INITIAL_____

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

(To be completed by bidder)

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

REPRESENTS (state name of bidder) ……..…….....CSD Registration

Number.....

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

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

.....

SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE: .....

SECTION F: PRICING SCHEDULE
(Professional Services)

SBD 3.3

Name of bidder……	Bid number: **Q 46 EDTEA 2026/2027**
Closing Time **15:00**	Closing date: **07 DECEMBER 2026**

OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R……..……..
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

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

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

……	R……	…… days
……	R……	…… days
……	R……	…… days
……	R……	…… days
……	R……	…… days

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

INITIAL_____

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
……	……..	……..	R ……
……	……..	……..	R ……
……	……..	……..	R ……
……	……..	……..	R ……
……	……..	……..	R ……

TOTAL: R……

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

 INITIAL_____

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
……..……	……..	……..	R ……
…….……	……..	……..	R ……
…….……	……..	……..	R ……
…….……	……..	……..	R ……
…….……	……..	……..	R ……

TOTAL: R……

6. Period required for commencement with project after acceptance of bid ……..…… ……
7. Estimated man-days for completion of project ……..…… ……
8. Are the rates quoted firm for the full period of contract? *YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ……..…… ……

……..…… ……

……..…… ……

……..…… ……

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

SECTION G: QUOTATION OFFER

(To be completed by Bidder)

QUOTATION NUMBER: Q 46 EDTEA 2026/2027

18.1.1 QUOTATION PRICE INCLUDING VAT: R…….....

18.1.2 AMOUNT IN WORDS: ….....

.....

18.1.3 TIME FOR COMPLETION/ DELIVERY: ……calendar months

NAME OF BIDDER:	**SIGNATURE**	**DATE:**
….....	…….....	.....

FOR OFFICE PURPOSES ONLY

IMPORTANT
Mark appropriate block with "X"

1. HAVE ANY ALTERATIONS BEEN MADE? YES NO

2. HAS AN ALTERNATIVE BID BEEN SUBMITTED? YES NO

3. ***IF APPLICABLE*:** DID THE BIDDER ATTEND THE OFFICIAL BRIEFING SESSION/ COMPULSORY SITE INSPECTION? YES NO

SECTION H: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

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

2.2.1. If so, furnish particulars:

……

……

2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

……

……

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

3 DECLARATION

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

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

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

..... Signature	..... Date
..... Position	..... Name of bidder

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

SECTION I: 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 quotation 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).

INITIAL_____

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 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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 or 90 points is allocated for price on the following basis:

80/20 or 90/10

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

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,

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)	Documents to be submitted to claim points
Preference Goal 1-HDI			
Women	**5**		**Completed SBD 6.1, Completed Ownership demographic and CIPC Certificate**
Preference Goal 2-RDP			
Youth	**15**		**Completed ownership demographic form, CIPC Certificate and Copy of Identity Document**
Total	**20**		

4.3. 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]

4.4. 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: ……
……
……
……

OWNERSHIP DEMOGRAPHIC SCHEDULE

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

NO.	ID NUMBER	% AFRICAN		% COLOURED		% INDIAN		% WHITE		% YOUTH	% DISABLED	% COOPERATIVE	% OTHER (Specify)
		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE				
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
TOTAL													

INITIAL_____

SECTION J: QUESTIONNAIRE REPLIES

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

……. **……**
SIGNATURE OF BIDDER **DATE**
(PRINT NAME)

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

SECTION K: SPECIAL CONDITIONS OF CONTRACT

This quotation 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 60 days from the closing date of the submission of quotations.

1. CONTRACT PERIOD

1.1 06 months from the signing of Service Level Agreement

2. EVALUATION CRITERIA

There are *Four (4)* main stages in the selection process, namely, ensuring that quotations comply with administrative Compliance, functionality, and price and preference points (**Specific goals**); and price negotiation.

2.1 Step 1 - Administrative Compliance

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

The following documentation must be submitted:

CRITERIA			YES	NO	REMARKS
SECTION A	PART A	INVITATION TO BID (SBD 1)	X		
	PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	X		
SECTION B		LIST OF RETURNABLE AND COMPULSORY DOCUMENTS	X		
SECTION C		SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID			Read only
SECTION D		REGISTRATION ON CENTRAL SUPPLIERS DATABASE	X		
SECTION E		DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS	X		
SECTION F		PRICING SCHEDULE (SBD 3.3)	X		
SECTION G		BID OFFER			
SECTION H		BIDDER'S DISCLOSURE (SBD 4)	X		
SECTION I		PREFERENCE POINTS CLAIM FORM (SBD 6.1)	X		
SECTION J		QUESTIONNAIRES REPLIES	X		
SECTION K		SPECIAL CONDITIONS OF CONTRACT	X		
SECTION L		GENERAL CONDITIONS OF CONTRACT			Read only
SECTION M		AUTHORITY TO SIGN THE BID	X		
SECTION N		SCHEDULE VARIATION FROM GOODS OR SERVICES INFORMATION			If applicable

Professional Body Accreditation or Registration for Company	Bidder must submit a valid company's accreditation certificate or registration letter from FP&M-Seta or QCTO	X		

2.2 Step 2- Functionality

This quotation will be evaluated on functionality. Bidders are to obtain a minimum qualifying score of **60%** in order to proceed to the next stage of evaluation

2.3 Step 3 - Preferential Point Evaluation

This quotation will be evaluated using the 80/20preference point system. (SBD 6.1 to be completed in order to claim preference points as per specific goals stipulated. In order to claim points, required proof for each specific goal indicated below should be attached together with this quotation. Failure to provide documents will results in non-allocation of preference points.

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)**	**Documents to be submitted to claim points**
Preference Goal 1-HDI			
Women	**5**		**Completed 6.1 SBD, Completed ownership demographic form, and CIPC Certificate**
Preference Goal 2-RDP			
Youth	**15**		**Completed ownership demographic form, CIPC Certificate and Copy of Identity Document**
Total	**20**		

2.4 Step 4 - Price negotiation

Where applicable the department reserves the right to negotiate price with the recommended bidder.

SECTION L: 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 that functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance security

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

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

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

v) 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

vi) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
(b) in the event of termination of production of the spare parts:
    (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested

15. Warranty

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

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

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

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

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

16. Payment

1.The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

2.The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

3.Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

4.Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

or obligation under the contract.

21. Delays in the supplier's performance

1.Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

2.If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

3.No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

4.The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

5.Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

6.Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
   (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
   (b) if the Supplier fails to perform any other obligation(s) under the contract; or
   (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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

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

24. Anti-dumping and countervailing duties and rights

1.When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

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

26. Termination for insolvency

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

accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

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

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

3.Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
4.Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
5.Notwithstanding any reference to mediation and/or court proceedings herein,

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

28. Limitation of liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

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

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

the contracted goods to the purchaser.

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 19

SECTION M: AUTHORITY TO SIGN QUOTATION

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

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

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

.....

hereby authorise Mr/Mrs/Ms **(Name & Surname)** .....

acting in the capacity of .....

whose signature is **(Signature)** .....

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, a separate list should be attached)

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: In a case of a Sole proprietor, a director may appoint himself/herself if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

SECTION N: SCHEDULE VARIATIONS FROM GOODS OR SERVICES INFORMATION

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

SECTION	PAGE	VARIATION: CLAUSE OR ITEM

SIGNATURE OF BIDDER: ……
DATE: ……

TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A CLOTHING PRODUCTION SKILLS TRAINING PROGRAMME FOR TWENTY (20) MSMEs WITHIN THE CLOTHING AND TEXTILE INDUSTRY FOR THE DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS AT UMZINYATHI DISTRICT OVER A PERIOD OF SIX (6) MONTHS

1. DEFINITIONS OF ACRONYMS/GLOSSARY

CSD	Central Supplier Database
CV	Curriculum Vitae
EDTEA	Economic Development, Tourism and Environmental Affairs
FP&MSETA	Fibre Processing & Manufacturing-Seta
IEDS-BR	Integrated Economic Development Services and Business Regulations
KZN	KwaZulu-Natal Province
MSMEs	Micro, Small and Medium Enterprises
NQF	National Qualification Frameworks
QCTO	Quality Council for Trades and Occupations
SA	South Africa
SBD	SBD Standard Bidding Document
SLA	Service Level Agreement
TOR	Terms of Reference
HDI	Historically Disadvantaged Individual(s)
RDP	Reconstruction and Development Programme
VAT	Value-Added Tax

2. DEFINITIONS

"Beneficiaries" means the twenty (20) MSMEs and their nominated individuals.

"Deliverables" means the outputs required from the Service Provider in terms of this TOR.

"Learning Materials" means the resources, tools, equipment and training manuals used to facilitate teaching and practical skills development.

"Practical Component" means the hands-on training where beneficiaries apply the knowledge gained during the theoretical sessions.

"Project Manager" means the official designated by the Department to oversee implementation of the project.

"Service Provider" means the appointed training institution, company or consortium responsible for the delivery of the training programmes.

"Theoretical Component" means the classroom-based learning that provides beneficiaries with knowledge and understanding before undertaking practical activities.

3. DEPARTMENTAL AND PROGRAMME OVERVIEW

The Enterprise Development Programme is a sub-program within the Integrated Economic Development Services and Business Regulations (IEDS-BR) under the Department of Economic Development, Tourism and Environmental Affairs (EDTEA), which is mandated to support the growth and sustainability of Micro, Small and Medium Enterprises (MSMEs) across the KZN province.

As part of this mandate, the programme focuses on improving the competitiveness and productivity of MSMEs in priority sectors, including the Clothing and Textile sector. One of the key challenges faced by small clothing manufacturers is limited access to practical production skills and industry-specific training. These gaps reduce their ability to meet market demands, improve product quality, and grow their businesses.

To address these challenges, the Programme intends to appoint a suitably qualified Service Provider to conduct a Clothing Production Skills Training Programme for twenty (20) MSMEs operating within the Clothing sector. The intervention intends to enhance the competitiveness and long-term sustainability of beneficiary enterprises, while contributing to job creation and economic growth within the province.

4. PURPOSE OF THE TOR

The purpose of these Terms of Reference is to procure the services of a suitably qualified Service Provider to conduct a Clothing Production Skills training programme for twenty (20) MSMEs within the Clothing and Textile industry at uMzinyathi District over a period of six (6) months.

5. PROJECT OBJECTIVES

The objective of this programme is to support enterprises in gaining a deeper understanding of the following areas:

5.1. Core Clothing Production Principles

- Fundamentals of the Clothing and Textile manufacturing sector.
- Identify and correctly use different types of fabrics, materials and trims.
- Interpret simple patterns and apply cutting techniques accurately.
- Basic garment construction techniques in the production of clothing items.
- Understand the functions and operation of sewing machines and clothing production equipment.
- Apply basic production planning and workflow principles within a small clothing enterprise.

5.2. Effective Production and Quality Control Practices

- Understand the importance of meeting customer specifications and product standards.
- Apply stitching, assembling and finishing techniques to improve the quality of garments.
- Use quality control measures to identify and correct defects during production.
- Apply workplace health and safety principles within a clothing production environment.
- Improve productivity and efficiency through better organisation of production processes.
- Develop the ability to produce garments that are consistent in quality and presentation.

5.3. Practical Production Tools and Operational Skills

- Gain practical experience in the use of industrial and domestic sewing machinery.
- Use production tools and equipment safely and effectively.
- Apply basic costing, material utilisation, and waste reduction techniques.
- Strengthen record-keeping and production monitoring practices within MSMEs.
- Apply the acquired skills and knowledge to improve the sustainability and competitiveness of their enterprises.

5.4. Production Planning and Workflow Management

- Understand basic production scheduling and task allocation.
- Organise workflow to optimise efficiency and minimise delays.
- Coordinate production activities within small teams.
- Monitor progress against production targets.

5.5. Business Sustainability within the Clothing Sector

- Apply basic business practices to support enterprise growth.
- Improve operational efficiency to reduce costs and increase output.
- Understand market requirements and customer expectations.

5.6. Basic Costing and Resource Management

- Apply basic costing techniques to determine production costs.
- Manage materials, fabrics and trims efficiently to reduce waste.
- Understand pricing considerations for clothing products.
- Monitor resource usage to improve cost control within the enterprise.

5.7. Compliance

- Understand quality standards applicable to clothing production.
- Apply quality assurance processes throughout the production cycle.
- Ensure compliance with customer specifications and industry requirements.
- Maintain consistency in product quality to meet market expectations.

6. SCOPE OF WORK

6.1 Specific Tasks and Activities

The Service Provider will undertake the following:

6.1.1. Curriculum Development and Training Materials

- Develop a comprehensive curriculum aligned to the Clothing Production Skills programme objectives.
- Prepare and provide supporting learning materials and attendance registers.
- Ensure the curriculum incorporates both theoretical and practical training components.
- Develop and implement an after-care support plan that includes market access opportunities, business linkages, and participation in relevant industry ecosystems.

6.1.2. Training Venue, Tools and Equipment

- Secure a suitable training venue that accommodates all beneficiaries.
- Provide all required tools, equipment and materials, including sewing machines, fabrics, trims and accessories, for the duration of the programme.

6.1.3. Training Delivery

- The appointed Service Provider will be responsible for designing, implementing and facilitating a skills training programme aligned with the specific objectives outlined above.

6.1.4. Catering and Transportation

- Provide catering during the training sessions.
- Provide transportation for the beneficiaries within a 10km radius.

6.1.5. Practical Production Output

- The practical component of the training programme must include the production of aprons, skirts, cushion covers, elastic waist shorts, and drawstring bags, enabling participants to develop and apply fundamental clothing production and garment construction skills.

6.1.6. Monitoring, Evaluation and Reporting

- Monitor programme implementation against the approved plan.
- Collect beneficiaries' feedback on the training programme.
- Submit a report consisting of pictures, attendance register and progress to date.
- Compile and submit a detailed close-out report, including outcomes, challenges and recommendations.

6.2 Duration and Phasing

- The training programme is expected to be completed within a period of six (6) months from the date of signing the Service Level Agreement (SLA), and to be implemented in clearly defined four (4) phases.
- The training will be conducted at a frequency of four (4) sessions per week, with each session lasting six (6) hours per day, or an equivalent of twenty-four (24) hours per week.
- This equates to approximately 96 hours per month, resulting in a total of 576 training hours upon completion of the programme.

6.2.1. Phase 1: Project Initiation and Planning

- Inception meeting between Service Provider and the Department.
- Upon appointment, the Department will provide the Service Provider with the recruitment criteria to be applied during the beneficiary selection process.
- Submission of a detailed implementation plan and a training schedule.

6.2.2. Phase 2: Curriculum and Resource Preparation

- Development of training curriculum and manuals.
- Preparation of training materials and practical tools.
- Finalisation of venue and logistical arrangements.

6.2.3. Phase 3: Training Delivery

- Delivery of Clothing Production Skills training sessions.
- Practical garment production exercises.
- Ongoing monitoring of participant progress and attendance.

6.2.4. Phase 4: Close-Out and Reporting

- Completion of final practical assessments.
- Collection of participant feedback.
- Submission of close-out report after 10 days of completion, including outcomes and recommendations.
- Issuing the Certificate of Attendance to all participants.

7. THE STRUCTURE AND COMPOSITION OF THE TEAM

The structure and composition of the team, must clearly outline the main disciplines/ specialists of the project and the key personnel responsible for each speciality.

CV's of key personnel involved in the project must clearly highlight the areas of experience/ competence relevant to activities and objectives of this project as outlined above.

Copies of qualifications must be submitted for verification purposes. EDTEA reserves the right to request certified copies of qualifications.

Refer to the attached Annexure B and Annexure C for CV's standard format and statement of Exclusivity for key experts.

The project team should be composed of the following individuals with the relevant qualifications, skill and experience in similar projects.

7.1. Key Expert 1: Project Co-ordinator

Required qualification, skills, and experience:

- The Project Co-ordinator must possess an appropriate recognised Certificate (NQF Level 5) in Project Management.
- The Project Co-ordinator must have 3 - 5 or more years of professional experience.
- The Project Co-ordinator must possess project planning and coordination skills.
- The Project Co-ordinator must have stakeholders engagement and communication skills.
- The Project Co-ordinator must pay attention to detail and have the ability to prioritise, multitask, and work to tight deadlines.
- The Project Co-ordinator must have excellent monitoring, evaluation and report writing skills.
- The Project Co-ordinator must have people management skills.

7.2. Key Expert 2: Technical Facilitator 1

Required qualification, skills and experience:

- The Technical Facilitator must have an appropriate recognised National Diploma in Clothing and Textile Technology / Clothing Management (NQF Level 6).
- The Technical Facilitator must have 2 - 4 or more years of experience in the Clothing industry.
- The Technical Facilitator must have facilitated training within the Clothing industry.

- The Technical Facilitator must have knowledge of machines, tools and garment construction processes (i.e. cutting, sewing and finishing).
- The Technical Facilitator must have knowledge of production planning, workflow optimisation, quality assurance and quality control.
- The Technical Facilitator must have knowledge of inventory and supply chain management, cost control and budgeting.
- The Technical Facilitator must have knowledge of compliance regulations (i.e. safety standards and sustainability standards).

7.3. Key Expert 3: Technical Facilitator 2

Required qualification, skills and experience:

- The Technical Facilitator must have an appropriate recognised National Diploma in Fashion Design (NQF level 6).
- The Technical Facilitator must have 2 - 4 or more years of experience in the Clothing industry.
- The Technical Facilitator must have facilitated training within the Clothing industry.
- The Technical Facilitator must have knowledge of quality control systems and garment inspection standards.
- The Technical Facilitator must have a strong understanding of clothing production processes (pattern making, cutting, sewing, finishing).
- The Technical Facilitator must have the ability to support business sustainability practices (waste reduction, efficient resource use).
- The Technical Facilitator must have proficiency in production planning and workflow coordination.
- The Technical Facilitator must have the ability to use industrial sewing machines and production equipment.
- The Technical Facilitator must have competence in costing, pricing, and resource allocation.

8. ENTERPRISE EXPERIENCE AND CREDENTIALS

Provide a list of projects undertaken by the company in the table below.

- To validate experience in providing trainings, bidders must provide three to five (3 - 5) or more reference letters from current and previous clients in relation to training programmes in the Clothing and Textile industry.
- Bidders must submit a valid company's accreditation certificate or registration letter from FP&M-Seta or QCTO.
- The bidders are to ensure that reference letters should entail the information indicated below in the table:

Name of the Institution	Project Name	Project Description	Contact Person

9. REPORTING REQUIREMENTS

For compliance purposes, the appointed Service Provider is expected to submit the following documents from the date of appointment:

- Monthly progress reports including proof of work activities/ milestones completed.

- Submit financial invoices as per milestone/ activity completed.
- Prepare a project “close-out” report at the end of the project’s duration.
- Submit the close-out report as a soft copy.

Reporting documents to be submitted to:

Project Leader	Ms. Sihle Mazibuko
Email	Sihle.Mazibuko@kznedtea.gov.za/ Nontokozo.Dlamini@kznedteagov.za
Contact Number	082 808 0191/ 083 401 9042

10. BID REQUIREMENTS

10.1. Price Breakdown

In addition, as part of the Proposal/ Quotation Document, bidders are requested to submit a financial proposal.

Item No.	Description of Service	Price
1	A fully equipped venue	
2	Training Manuals (x 20)	
3	Fabric Material, Trims and Accessories (x 20)	
4	Transportation (To accommodate 20 participants)	
5	Catering (Finger lunch - to accommodate 20 people)	
6	Project Co-ordinator	
7	Technical Facilitator 1	
8	Technical Facilitator 2	
10	If there is any additional please specify below:	
		R
		R
	Total amount (excluding VAT)	R
	VAT (for VAT Vendor)	R
	Grand Total	R

- The financial offer must be VAT inclusive for VAT vendor service providers.
- Disbursement must be calculated at 10% of the project cost.

EVALUATION PROCESS

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

Phase 1	Phase 2	Phase 3	Phase 4
Administrative Compliance	**Functionality Requirement**	**Price and Preference**	**Negotiation and Final Award**
Compliance with Mandatory Requirements.	Bidders will be assessed to verify capacity/ capability to execute the contract or the quality aspects of goods or services required.	Bids will be evaluated using the 80/20 preference points system.	Negotiation will take place with the recommended service provider if necessary, then The final award will be made.

11.1.1 PHASE 1: MANDATORY REQUIREMENTS FOR ADMINISTRATIVE COMPLIANCE

Professional body accreditation or registration (Company)	Bidders must submit a valid company's accreditation certificate or registration letter from FP&M-Seta or QCTO.
CSD Registration number	The Entity must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal.
Bidder's Disclosure – SBD 4	Completed and signed.
Authority to Sign a Bid: COMPANIES **(To be completed in full)**	The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign. **(Details of the authorised representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors).**
Authority to Sign a Bid: SOLE PROPRIETOR (ONE – PERSON BUSINESS) **(To be completed in full)**	The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign. A director may appoint himself/ herself if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise. **(Details of the authorised representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors)**
Authority to Sign a Bid: CLOSE CORPORATION **(To be completed in full)**	The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign. A director may appoint himself/ herself if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise. **(Details of the authorised representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors).**
Authority to Sign a Bid: CO-OPERATIVE **(To be completed in full)**	The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign. **(Details of the authorised representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors).**

Authority to Sign a Bid: JOINT VENTURE **(To be completed in full)**	The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign. **(Details of the authorised representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors).**
Authority to Sign a Bid: CONSORTIUM **(To be completed in full)**	The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign. **(Details of the authorised representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors).**
Authority to Sign a Bid: PARTNERSHIP **(To be completed in full)**	The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign. **(Details of the authorised representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors).**

11.1.2. PHASE 2: FUNCTIONALITY REQUIREMENTS

For bids where functionality is part of the evaluation process, they will be assessed in terms of functionality criteria stipulated hereunder. To progress to the next stage of evaluation, Service Providers must score a minimum of **60% or above** of the total points outlined in the Evaluation Grid.

EVALUATION CRITERION FOR FUNCTIONALITY:

No	Evaluation Criteria	Guidelines	Maximum Points
1	Methodology, Strategy and Approach	The service provider should demonstrate adherence to the Terms of Reference (TOR) by elaborating on the services required and demonstrating whether their proposed process meets the requirements. How does the bidder envisage undertaking this project? The bidder should set out a concise and clear plan of approach and method to be adopted for the project identifying possible challenges and methods on overcoming same.	10

No	Evaluation Criteria	Guidelines	Maximum Points
2	Experience of Company in execution & management of projects of a similar nature. To validate experience indicated hereunder, bidders must provide a minimum of three to five (3 - 5) or more reference letters from current and previous clients in relation to training programmes in the Clothing and Textile industry	The bidder's proven competency in rendering a similar service, extensive knowledge of the project proven by the number of years of experience in the industry Including history, group structure, operations, logistics and services and number of projects completed. Three to five (3 – 5) or more detailed reference letters from clients detailing the actual work completed in relation to training programmes in the Clothing and Textile industry. Reference letters must be on a company's letterhead and must include the name of the institution, project name, project description and contact person details.	30
3	Key Experts Qualifications, Skills and Experience	Expertise, experience/ qualifications of Team leader, and support personnel to be assigned to the contract**.** Key experts required are: **Key Expert 1: Project Co-ordinator** **Key Expert 2: Technical Facilitator 1** **Key Expert 3: Technical Facilitator 2** Provide CV detailing experience and copies of qualifications of all key experts required. *EDTEA reserves a right to request certified copies of qualifications*.	60
	Overall Score Total		**100**

11.1.3. PHASE 3: PRICE AND PREFERENCE

Bidders who obtained a minimum qualifying score of **60% or above** will progress to the next stage of price and preferential points based on the 80/20 preference points system for acquisition of goods or services with Rand Value equal to or below R50 million or 90/10 preference points system for acquisition of goods/ services with Rand Value above R50 million.

POINTS AWARDED FOR SPECIFIC GOALS

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 the table below and may be supported by proof/ documentation stated in the same table.

Specific goals for the tender and points to be claimed are indicated in the table below:

Specific goals	**Direct Preference Points (80/20)**	**Documents required to determine specific goals respectively**
Preference Goal 1- HDI		
Women	5	Completed ownership demographic form, CIPC Certificate and completed SBD 6.1
Preference Goal 2- RDP		
Youth	15	Completed ownership demographic form, CIPC Certificate Copy of Identity document and completed SBD 6.1
Total Points for development Objectives	**20**	

Financial proposals will also be assessed in terms of reasonableness of cost in relation to prevailing fee guidelines, consistency with technical bid submitted and value for money.

11.1.4. PHASE 4 FINAL AWARD, NEGOTIATION

The Department of Economic Development, Tourism and Environmental Affairs reserves the right to either NOT make an appointment and/ or appoint the bidder with the highest score. The Department also reserves its right to negotiate the final price of those bids deemed technically compliant.

ANNEXURE A: EVALUATION GRID

To be completed for tender by each evaluator

FUNCTIONALITY – STAGE TWO OF EVALUATION

The following points will be used for scoring:
0= Not acceptable 3 = Acceptable 4 = good5 = Excellent

Method of calculation: Points obtained (5 or 4 or 3) x weight ÷ 5 =

Name of the bidder: ……

Criterion	Weight at Maximum Points	Initial assessment	Final Score
Methodology, Strategy and Approach	**(10)**		
Scoring Guide • The methodology has evidence-Based Rationale more innovative and Value Addition and cover over and above all the elements in terms of the scope of work (more than 100% of the scope) = 5 points – Excellent • The methodology has clear alignment with Project Objectives, directly supports the project's goals and expected outcomes (between 80% - 100% of the scope) = 4 points – Good • Methodology with clear demonstration on how the proposed method and plan will meet the requirements of the project between 50% - 80% of the scope) = 3 points – Acceptable • Methodology with some indication on how the proposed method will meet the requirements of the project (less than 50% of the scope) and or it does not show how their proposal will meet the requirements of the project = 0 - Not acceptable.			
Experience of company in execution and management of projects of a similar nature and bidders must provide reference letters	**(30)**		
Scoring Guide The bidder is to provide reference letters on a company's letterhead and must include the name of the institution, project name, project description and contact person details. • 5 or more Client reference letters = 5 - Excellent • 4 Client reference letters = 4 - Good • 3 Client reference letters = 3 - Acceptable • Less than 3 reference letters = 0 - Not acceptable ***EDTEA reserves the right to authenticate the validity of reference letters***			
Key Expert 1 (Project Co-ordinator): Qualification and Experience	**(20)**		
The Project Co-ordinator must possess an appropriate recognised Certificate (NQF Level 5) in Project Management and must have 3 – 5 or more years of relevant experience. ***Scoring Guide***			

Criterion	Weight at Maximum Points	Initial assessment	Final Score
• Project Co-ordinator with 5 years or more of professional experience with the relevant qualification = 5 (Excellent) • Project Co-ordinator with 4 years of professional experience with the relevant qualification = 4 (Good) • Project Co-ordinator with an average of 3 years of professional experience with the relevant qualification = 3 (Acceptable) • Project Co-ordinator average of less than 3 year of professional experience with or without the relevant qualification = 0 (Not acceptable)			
Key expert 2 (Technical Facilitator 1): Qualification and Experience	**(20)**		
The Facilitator must have an appropriate recognised National Diploma in Clothing and Textile Technology/ Clothing Management (NQF Level 6) and must have 2 – 4 or more years of relevant experience in the Clothing industry. ***Scoring Guide*** • Technical Facilitator with 4 years or more of professional experience with the relevant qualification = 5 (Excellent) • Technical Facilitator with 3 years of professional experience with the relevant qualification = 4 (Good) • Technical Facilitator with 2 years of professional experience with the relevant qualification = 3 (Acceptable) • Technical Facilitator with average of less than 2 year of professional experience with or without the relevant qualification = 0 (Not acceptable)			
Key Expert 3 (Technical Facilitator 2): Qualification and Experience	**(20)**		
The Technical Facilitator must have an appropriate recognised National Diploma in Fashion Design (NQF level 6) and must have 2 - 4 or more years of relevant experience in the Clothing industry. ***Scoring Guide*** • Technical Facilitator with 4 years or more professional experience with the relevant qualification = 5 (Excellent) • Technical Facilitator with 3 years professional experience with the relevant qualification = 4 (Good) • Technical Facilitator with 2 years professional experience with the relevant qualification = 3 (Acceptable) • Technical Facilitator with average of less than 2 years of professional experience with or without the relevant qualification = 0 (Not acceptable)			
Total Evaluation Score	**100%**		
Minimum passing score	**60%**		

Evaluation performed by:

Name	
Signature	
Date	

ANNEXURE B: CV FORMAT

CURRICULUM VITAE MAX 3 PAGES

Proposed role in the project:

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

Institution [Date from - Date to]	Qualification obtained:

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

Language	Read	Speak	Write

8. **Membership of professional bodies: -**
9. **Other skills: (e.g. Computer literacy, etc.)**
10. **Present position:**
11. **Years within the firm:**
12. **Key qualifications: (Relevant to the project)**
13. **Professional Experience**

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

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

ANNEXURE C: STATEMENT OF EXCLUSIVITY AND AVAILABILITY

Statement of exclusivity and availability

Tender ref: _____

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

From	To

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

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

Name	
Signature	
Date	

ANNEXURE D: SPECIFICATION FOR FINGER LUNCH

Item No.	Description: Catering Services	Quantity	Unit Price	Total Price
	Finger Lunch Menu: • Assorted samosas, wraps, sausage rolls, etc • Grilled chicken pieces/ sausages/bacon/riblets/fish, etc. • 100% Fruit Juice and drinks in cans (330 ml) • 1x Seasonal fruit (per person)	**20 people**		