

Invitation to Tender

Tender Name: The Supply and Delivery of Personal Protective Equipment to the PPECB

Tender Number: RFP/COO/OPS/PPE/2026/5

Date of Issue	10 September 2026
Closing Date & Time	06 October 2026
Bid Validity Period from date of Closure	120 Days
Method of Submission	Physical Submission in Tender box: PPECB Head Office, Main Reception and An electronic submission, that must be stored via Microsoft OneDrive
Tender Enquiries	Mpumzi Mehlomakulu E-mail: Mphumzim@ppecb.com Tel: +27 21 930 1134
PPECB business hours	08:15 – 16:45
Category	<i>Clothing and Textile</i>



PPECB

www.ppecb.com

Table of Contents

1	Invitation to Tender.....	3
2	PPECB Background.....	3
3	Conditions of Tender and Tender Instructions.....	3
4	Terms of Reference	7
5	Instructions for Submitting Tender Response.....	34
6	Evaluation Process and Criteria.	36
7	Financial Proposal	40
8	General Conditions of Contract and Special Conditions of Contract	41

CONFIDENTIALITY AND PROPRIETARY NOTICE

This document contains information which is proprietary and confidential to the PPECB.

No part of the content may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for purpose of submitting a tender bid, without prior written permission from PPECB.

All copyright and intellectual property rights herein vests in PPECB.

Unauthorized use of the PPECB's Logo and/or branding in any proposal document is strictly prohibited. No PPECB branding or co-branding may be used in any submission documentation or proposal without the explicit permission of the PPECB's Marketing and Communication Department.

1 Invitation to Tender

Bidders are invited to tender for the supply and delivery of personal protective equipment (PPE) including but not limited to Freezer Jackets, White Lab Coats, Reflective Vests. The appointed Suppliers will enter into a 3-year contract with PPECB with the option to renew for 2-years based on the quality of service and satisfactory delivery.

PPECB and the successful service provider will enter a written contract and/or Service Level Agreement in respect of the services detailed in this invitation. Bidders must comply with the instructions of all the requirements of this Invitation to Tender. Non-compliance may lead to a tender not being considered by the PPECB.

The bid and accompanying documents must be carefully parcelled, sealed, and delivered to the Procurement tender box in the reception area of PPECB Head Office by no later than 06 October 2026 **at 11h00**.

2 PPECB Background

The PPECB is a Schedule 3A public entity as defined in the Public Finance Management Act 1 of 1999 and is established in terms of Section 2 of the Perishable Products Export Control Act 9 of 1983. The main purpose of the PPECB is to promote the orderly, efficient, and sustainable export of perishable products from South Africa. The PPECB manages and monitors the cold chain for the export of perishable products from South Africa. The PPECB operates under two mandates, namely the Agricultural Products Standards Act 119 of 1990, and the Perishable Products Export Control Act 9 of 1983.

The PPECB is responsible for South Africa's cold chain management and ensures that products for export are handled, stored and transported at specific temperatures and optimum conditions.

Please visit the PPECB's website on www.ppecb.com for more information on the PPECB.

3 Conditions of Tender and Tender Instructions

3.1 Central Supplier Database

Bidders are required to register on the Central Supplier Database ([Welcome - Central Supplier Database Application \(csd.gov.za\)](http://Welcome-Central-Supplier-Database-Application.csd.gov.za)) and to include their Master Registration Number (Supplier MAAA Number) in SBD1 in order to enable the PPECB to verify the supplier's tax status, company registration, bank details, directors and shareholders.

3.2 Cost of proposal preparation

The PPECB is not liable for any costs incurred by a bidder in the process of responding to this invitation, including post submission tender activities, such as responding to clarification questions, preparing for, and conducting presentations and demonstration, responding to the PPECB due diligence requirements, etc.

3.3 Questions from bidders & additional tender information

Each Bidder must ensure that they are familiar with the Tender Documents and understand the obligations that will apply if the Tender is accepted by the PPECB.

Should the Bidder wish to clarify aspects of this Tender or the acquisition process, they must contact, via email, the officials listed on the Tender cover page. The Bidder must ensure that they use the Tender Number and Name as reference in any communication with the PPECB.

Any queries relating to the Tender Documents must be sent no later than **ten (10) days** before the closing date of Tender. No questions will be responded to after the deadline for submission of questions.

3.4 Changes to the specification

Should it be necessary to revise any part of this specification document, an addendum setting out such revisions will be published on the E-Tenders and the PPECB website.

Any amendment or change of any nature made to this Tender Documents shall only be of force and effect if it is in writing, signed by a PPECB authorized signatory and added to this Tender as an addendum.

3.5 Clarification from bidders following tender submission

The PPECB may request written clarification, documentary evidence or further information regarding any aspect of this Bidder's tender submission. The Bidder must supply the requested information in writing within the time frames stipulated by the PPECB, otherwise the proposal may be disqualified.

3.6 Declarations of Interest

Bidders must make full disclosure where interest exists or may exist between parties under the proposed contract. In the event that a conflict of interest exists between the most advantageous Bidder and the PPECB, and this was not disclosed, the said Bidder's bid will not be accepted. The next most advantageous Bidder will be awarded the contract.

3.7 Tender Award

The award of the tender is subject to receiving approval from the Executive Committee and the Board of the PPECB.

3.8 Bidder's Acceptance of Tender Conditions

By submitting a proposal in response to this Tender, the Bidder acknowledges and accepts all the terms and conditions herein and the evaluation process and criteria.

3.9 Document Ownership

This document and the information contained within it are for vendor use only, for the purposes of preparing a response to this Tender. The document is not to be duplicated and distributed, nor is its information to be disclosed to any third party without PPECB's written permission.

3.10 Bidder's Authorised Signatory

Proposals submitted by companies must be signed by a person or persons duly authorised thereto. The Bidder must provide proof of authority to sign this bid (e.g. resolution of board of directors, etc).

3.11 Joint Ventures, Consortium, Trusts, Partnership, Agency and/or Distribution Agreements

Bidders must submit proof of the existence of joint ventures, consortiums, trusts, partnership, agency and/or distribution arrangements. PPECB will accept signed agreements as acceptable proof of the existence of these agreements. In the B-BBEE Codes, joint ventures, consortiums or trusts are referred to as incorporated joint ventures or unincorporated joint ventures (such as a consortium).

The joint venture, consortium, partnership, agency and/or distribution agreements must clearly set out the names and roles and responsibilities of the Lead Partner in the agreement. The agreement must also clearly identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters

pertaining to the joint venture, consortium, partnership, agency and/or distribution agreement/arrangement. In addition, provide the following information:

- Entity(is) that will be guaranteeing contract performance.
- Date of the agreement formation, if applicable; and
- Details regarding the nature of the agreement between the parties including the proposed percentage division of work between the constituent members. Each party to the Tender, if that party is a subsidiary company, is required to give details of the extent to which the holding company and related subsidiaries and associates are prepared to provide guarantees.

Failure to submit the listed will result in your bid deemed non-responsive

3.11.1 Preference Points for Joint Ventures, Consortiums or Trusts and Partnership Agreements

A trust, consortium or joint venture and partnership agreement will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture and partnership agreement will qualify for points for their B-BBEE status level as an unincorporated entity, if the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

3.12 Proposal Withdrawal

Should the Bidder withdraw the proposal before the proposal validity period expires, the PPECB reserves the right to recover any additional expense incurred by PPECB having to accept any less favourable proposal or the additional expenditure incurred by PPECB in the preparation of a new Tender and by the subsequent acceptance of any less favourable proposal.

3.13 Extension of Proposal Validity Period

Should the evaluation of the proposals not be completed within the validity period, PPECB has discretion to extend the validity period. Upon receipt of the request to extend the validity period of the bid, the Bidder must respond within the required timeframes and in writing on whether or not it agrees to hold its original proposal responses valid under the same terms and conditions for a further period.

3.14 Reference Checks

In the evaluation of proposal, the PPECB reserves the right to conduct independent reference checks.

3.15 Additional Information

The PPECB reserves the right to obtain additional information from the Bidder after the bid closing date to clarify aspects of the Bidder's proposal.

Should such a request be made, the Bidder must respond within the timeframe specified in the request. Should a Bidder fail to respond or respond after the specified deadline, the Bidder's proposal will no longer be considered for further evaluation.

3.16 Rejection of proposal

- 3.16.1 The PPECB reserves the right to reject any proposal found to be inadequate or non-compliant to the Scope of the Terms of Reference.
- 3.16.2 PPECB may reject a bid if it doesn't comply with the instruction of submission of the proposal referred to above.

3.16.3 No tender will be awarded if the proposed solution does not meet the technical compliance criterion as set out in the tender documents.

3.17 Data Protection

Any personal information and confidential information of the PPECB which may be provided during the bidding process may only be processed by the Bidder for the purposes of this bid.

3.18 Disclaimer

This specification document is an invitation for tender only and not an offer document; answers to it must not be construed as acceptance of an offer or imply the existence of a contract between the parties. By submission of its tender response, bidders shall be deemed to have satisfied themselves with and to have accepted all Terms and Conditions of this Tender. The PPECB makes no representation, warranty, assurance, guarantee or endorsements to bidder concerning the tender, whether with regard to its accuracy, completeness or otherwise and the PPECB shall have no liability towards the bidder or any other party in connection therewith.

3.19 Confidentiality

Some of the information contained in the Tender Documents may be of a confidential nature and must only be used for purposes of responding to this Tender. This confidentiality clause extends to bidder's partners or consortium members whom you may decide to involve in preparing a response to this Tender.

For purposes of this process, the term "Confidential Information" shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party's strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party's software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.

The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the confidential information of the PPECB (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.

The receiving party shall take all such steps as may be reasonably necessary to prevent the PPECB's confidential information coming into the possession of unauthorized third parties. In protecting the receiving party's confidential information, the PPECB shall use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.

Any documentation, software or records relating to confidential information of the PPECB, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process:

- shall be deemed to form part of the confidential information of the PPECB,
- shall be deemed to be the property of the PPECB;
- shall not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and shall be surrendered to the PPECB on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts thereof.

3.20 General legal conditions

The preparation of response will be made without obligation to acquire any of the items included in any Bidder's proposal or to select any proposal, or to discuss the reasons why such Bidder's or any other proposal was accepted or rejected.

While information in this Tender document has been prepared in good faith, it does not purport to be totally comprehensive, nor to have been independently verified. The PPECB does not accept any liability for its adequacy, accuracy, or completeness, nor does it make representation or warranties with respect to information contained in it, or upon which the Tender is based.

Prior to submitting the proposal, Bidders should satisfy themselves of the accuracy and completeness of all the information submitted. Bidders should be confident that the pricing submitted is sufficient for the company to meet all its obligations in terms of this Tender document and any contract that may result from this Tender process. Failure to do so may lead to disqualification.

3.21 Tender submissions

Bidders are required to submit detailed proposals to demonstrate their ability to provide the services they will deliver on this Tender. A detailed specification of the services required by the PPECB is contained herein. For further tender instructions, refer to Tender submission instructions, refer to Section 5.

4 Terms of Reference

4.1 Project Background

The objective of this tender is to appoint a qualified bidder(s) for the supply of Personal Protective Equipment (PPE) to the Perishable Products Export Control Board (PPECB) for use by its employees. In addition, the tender aims to promote and support the local clothing and textile industry by ensuring that all PPE items are manufactured within South Africa.

4.2 Protective Wear Specification

The appointed service provider (the Bidder) will be responsible for the supply and delivery of personal protective equipment (PPE), including but not limited to, freezer jackets, white lab coats, and reflective vests, to PPECB offices across the country.

THERMAL FREEZER SUIT (JACKET & TROUSERS)

Scope & Operational Environment

- **Operating Temperature Range:** -1°C to -6°C (Light Freezing Zone).
- **Shift Duration / Exposure:** 4 to 6 hours continuous exposure (subject to statutory rest cycles).
- **Application Environment:** Perishable food product handling, processing, and cold storage.

Statutory & Statutory Compliance Standards

The garment must strictly carry certified compliance and markings for the following national and international frameworks:

- **SANS 342 / EN 342:** Protective clothing against cold environments.
- **DoH Regulation R638:** General hygiene requirements for food premises and the handling of food.
- **Act 85 of 1993 (OHSA):** Environmental Regulations for Workplaces, Section 2 (Cold Environments).

Garment Structural Design & Ergonomics

Jacket Architecture

- **Length:** Extended jacket length reaching mid-thigh to prevent riding up during physical lifting.
- **Back Panel:** Kidney-protection dropped back hem to eliminate cold air gaps when bending.
- **Collar:** High-insulated stand-up collar lined with anti-pill thermal fleece.
- **Cuffs:** Heavy-duty, concealed internal elasticated or ribbed storm cuffs to form an airtight seal inside gloves.

Trousers Architecture

- **Style:** High-rise bib-and-brace (salopette) design to ensure chest and lower back coverage.
- **Straps:** Heavy-duty elasticated shoulder braces with non-metallic, low-profile quick-release buckles.
- **Leg Openings:** Concealed lower-leg ankle zippers with external touch-and-close (Velcro) flaps to facilitate easy dressing over safety boots.

Material Specifications & Layering Composition

- **Outer Shell:** Minimum **210D to 300D Oxford Nylon** or high-density Polyester. Must be windproof, abrasion-resistant, and feature a water-repellent/polyurethane (PU) coating to prevent condensation absorption.
- **Thermal Insulation (Wadding):** Single-layer or quilted double-layer bonded polyester fill with a minimum density of **160g/m² to 200g/m²**.
- **Quilting:** Vertical or diamond structural quilting to guarantee the insulation fill remains locked in place and cannot sag or gather after industrial laundering.
- **Inner Lining:** Breathable, moisture-wicking 100% polyester taffeta or technical lining to prevent sweat accumulation over 6 hours.
- **Food Safety & Contamination Prevention (Regulation R638)**
To prevent physical contamination of perishable products, the following manufacturing constraints are non-negotiable:
- **Fasteners:** No exposed buttons, snap studs, or metal zipper teeth are permitted on the exterior of the garment above the waist.
- **Closure System:** The main jacket front closure must feature a heavy-duty resin/nylon vislon zipper, completely covered by an external fabric storm flap secured via continuous hook-and-loop (Velcro) tape.
- **Pockets:** Zero external breast or upper-sleeve pockets are allowed. Lower hand-warmer pockets must be internal or safely angled down with secure flap closures. No open pouches.

Performance Ratings & Testing Certifications

Bidder documentation must verify the following laboratory metrics:

- **Thermal Insulation (I_{cl}):** Minimum certified value of **0.310 to 0.350 m²·K/W** (tested to SANS 342).
- **Air Permeability (Wind Resistance):** Class 3 (Highest tier protection under EN 342).
- **Water Vapour Resistance (Breathability):** Class 2 or higher to permit perspiration escape during physical labour.



HACCP-COMPLIANT INSPECTION & THERMAL LAB COATS (WHITE)

- **Scope:** For Laboratory Technicians and Chief Inspectors operating in labs, packhouses, and cold storage (-1°C to -6°C) for 4–6 hour shifts.
- **Material & Thermal Layering:**
 - **Outer Shell:** White, minimum 210gsm high-density, lint-free Polyester/Cotton blend (65/35) or mechanical stretch filament polyester. Must be treated with a durable water-repellent (DWR) coating to resist cold-room condensation.
 - **Detachable Thermal Liner:** Must include an internal, zip-out quilted thermal liner (120g/m² to 150g/m² bonded polyester wadding) to provide insulation down to -6°C.
- **Closure / Zip:** Heavy-duty nylon zipper, **completely concealed** by a full-length fabric storm flap secured via continuous hook-and-loop (Velcro) tape. No exposed metal or plastic teeth permitted above the waist.
- **Pockets:** **Strictly zero exterior pockets.** One internal pocket on the left breast and two internal lower pockets, accessible only by unzipping the main front storm flap.
- **Sleeves:** Long sleeve only. Must terminate in **concealed, internal elasticated or ribbed storm cuffs** to prevent loose fabric hazards and seal out cold air.
- **Reflective Strip:** High-visibility retro-reflective silver tape (50mm width) compliant with SANS 20471 Class II, stitched flat around the waist and upper arms (crucial for inspectors working near packhouse forklifts).
- **Branding / Embroidery:** PPECB Logo on the left breast in navy. Must be executed via high-durability heat-sealed transfer OR stitched using continuous monofilament thread with a fused backing to prevent fraying/linting.
- **Sizing & Labelling:** Bidder must accommodate all sizes from Super Small (SS) up to 4x-Extra Large (4XL) and above. Size labels must be sewn flat inside the back collar with no hanging or dangling edges.

CATEGORY 2: ACID-RESISTANT LABORATORY COATS (NAVY BLUE)

- **Scope:** For Laboratory Technicians handling hazardous chemicals (e.g., Sulphuric Acid testing).
- **Material:** Navy-blue, heavy-duty poly-cotton or cotton canvas treated with a certified **SANS 1424 Acid-Resistant and Liquid-Repellent finish** capable of neutralizing and repelling sulphuric acid splashes.
- **Closure / Zip:** Heavy-duty nylon zipper, completely concealed by an acid-deflecting fabric storm flap with continuous Velcro closure.
- **Pockets:** One internal left breast pocket. If lower pockets are required, they must feature a secure, **downward-facing fabric flap** with full Velcro sealing to prevent chemical liquids from pooling inside the pocket.

- **Sleeves:** Long sleeve only, terminating in adjustable Velcro tabs or elasticated cuffs to ensure a tight seal over chemical-resistant glove.
- **Branding / Embroidery:** PPECB Logo on the left breast in white and employee name on the right breast in white, applied via chemical-resistant heat transfer or tight-bound embroidery with protective backing.
- **Sizing & Labelling:** Bidder must accommodate all sizes from Super Small (SS) up to 4x-Extra Large (4XL) and above. Size labels must be sewn flat inside the collar.

SPECIAL LOGISTICS & PACKAGING CLAUSES (APPLIES TO BOTH CATEGORIES)

- **Logistics & Sorting:** The successful bidder must pack and sort orders strictly according to the specific regional PPECB office that placed the order. Deliveries must be made directly to the respective regional offices across South Africa.
- **Primary Packaging:** Each individual lab coat must be folded neatly and sealed within an individual, clean, transparent plastic bag (polybag) to protect the garment from dust, moisture, and contamination during transit and warehouse storage before being packed into bulk outer delivery boxes.

CATEGORY 2: ACID-RESISTANT LABORATORY (TROUSER AND JACKET NAVY BLUE) FOR FEMALE AND MALE OR EQUIVALENT

Scope: For Laboratory Technicians handling hazardous chemicals (e.g., Sulphuric Acid testing).

- **Material:** Navy-blue, heavy-duty poly-cotton or cotton canvas treated with a certified **SANS 1424 Acid-Resistant and Liquid-Repellent finish** capable of neutralizing and repelling sulphuric acid splashes.
- **Closure / Zip:** Heavy-duty nylon zipper, completely concealed by an acid-deflecting fabric storm flap with continuous Velcro closure.
- **Pockets:** One internal left breast pocket. If lower pockets are required, they must feature a secure, **downward-facing fabric flap** with full Velcro sealing to prevent chemical liquids from pooling inside the pocket.
- **Sleeves:** Long sleeve only, terminating in adjustable Velcro tabs or elasticated cuffs to ensure a tight seal over chemical-resistant glove.
- **Branding / Embroidery:** PPECB Logo on the left breast in white and employee name on the right breast in white, applied via chemical-resistant heat transfer or tight-bound embroidery with protective backing.
- **Sizing & Labelling:** Bidder must accommodate all sizes from Super Small (SS) up to 4x-Extra Large (4XL) and above. Size labels must be sewn flat inside the collar.

SPECIAL LOGISTICS & PACKAGING CLAUSES (APPLIES TO BOTH CATEGORIES)

- **Logistics & Sorting:** The successful bidder must pack and sort orders strictly according to the specific regional PPECB office that placed the order. Deliveries must be made directly to the respective regional offices across South Africa.
- **Primary Packaging:** Each individual lab coat must be folded neatly and sealed within an individual, clean, transparent plastic bag (polybag) to protect the garment from dust, moisture, and contamination during transit and warehouse storage before being packed into bulk outer delivery boxes.



HACCP-COMPLIANT HIGH-VISIBILITY REFLECTOR VESTS

Scope & Operational Environment

- **Operating Zones:** Outdoor fruit packing pads, high-volume shipping and container loading bays, internal packhouse corridors, and low-light cold storage facilities.
- **Target Personnel:** PPECB Chief Inspectors and field technicians working near moving machinery, hazardous vehicle traffic (forklifts, container reach stackers, and haulage trucks), and sorting lines.

Statutory & Food Safety Compliance

The garment must be certified and labelled in accordance with the following regulatory frameworks:

- **SANS 20471 / EN ISO 20471 (Class 2):** High-visibility clothing — Test methods and requirements for professional use.
- **DoH Regulation R638:** General hygiene requirements for food premises and the handling of food (Zero-contamination design).
- **HACCP Certification:** Structure and trim must feature zero potential loose components or drop-hazards.

Material, Textile & High-Visibility Specifications

- **Background Material:** 100% High-Density Warp-Knitted Polyester fabric (minimum weight 120gsm to 150gsm). The fabric must be inherently lint-free, anti-fray, and structured to withstand heavy industrial laundering.
- **Colour Options:**
 - **Option A: High-Visibility Lime/Green** (Standard field inspectors).
 - **Option B: High-Visibility Orange** (Specialised rail/port or designated hazardous zones).
 - **Reflective Tape Configuration:** Must utilize premium Micro-Prismatic (Wipe-Clean)" Tape.
 - **Pattern:** Double-hoop horizontal bands around the torso, coupled with vertical braces extending over both shoulders to ensure 360-degree visibility from all viewing angles (including when an inspector is bending down).

Food Safety & Entanglement Mitigation Engineering (HACCP / R638)

- **Concealed Fasteners:** Absolutely **no exposed buttons, metal snap studs, or exposed zipper teeth** are permitted on the exterior of the vest.

- **Primary Closure:** The front opening must be secured via a heavy-duty nylon/resin zipper, which must be **completely concealed** by a full-length fabric storm flap. The storm flap must be held shut by continuous, industrial-grade hook-and-loop (Velcro) tape.
 - *Alternative (Strict HACCP Option):* A continuous, heavy-duty front Velcro closure with a minimum 40mm width interface and a secure, non-fraying edge stitch.
- **The "Zero Exterior Pocket" Rule:** To completely eliminate the risk of loose items dropping into open fruit bins or processing machinery, **exterior pockets of any kind (including open pouches, clear plastic ID slots, pen slots, or cell phone pockets) are strictly banned.**
- **Internal Storage:** A maximum of one internal pocket is permitted on the lower inside lining, accessible only when the vest is fully unfastened.
- **Seam Integrity:** All edge seams must be finished with heavy-duty polyester bias binding. The binding must be dual-stitched with continuous monofilament thread to guarantee zero loose threads, pilling, or fraying.

Corporate Branding & Identification

- **Embroidery Constraints:** Standard loose thread embroidery is prohibited on the chest area due to fraying risks.
- **Application Method:** The **PPECB Logo** must be applied to the left breast via high-durability, commercial-grade **heat-sealed vinyl transfer** or high-density screen print using non-toxic inks.
- **Designation:** The words "CHIEF INSPECTOR" or "TECHNICIAN" must be heat-sealed across the upper back panel in high-contrast black block lettering for instant identification on busy facility floors.

Sizing, Labelling & Logistics

- **Size Scaling:** The bidder must accommodate the full range of personnel sizing, spanning from **Super Small (SS) up to 6x-Extra Large (6XL)** to allow the vest to be worn loosely over bulky winter freezer jackets when entering cold rooms.
- **Labelling:** Size labels must be heat-transferred or sewn completely flat inside the back neck line with no dangling tags.
- **Logistics & Packing:** Orders are to be packed by the supplier according to the specific regional PPECB office that placed the order and delivered directly to that relevant regional office.
- **Primary Packaging:** Each individual reflector vest must be folded flat and packed inside a transparent, sealed plastic polybag before being packed into bulk outer delivery cartons to prevent dust and contamination during transport.

Material & High-Visibility Specifications: The retro-reflective tape must be a premium **smooth-surface Micro-Prismatic vinyl/polyurethane type** compliant with SANS 20471. Exposed glass-bead or fabric-

backed woven reflective tapes are strictly prohibited. The tape surface must be entirely non-porous and wipe-clean to prevent the encapsulation of dirt, grease, and organic plant juices."



High visible vest for fire fighters



- Colour: Red with Fire Marshal on the back and on the left breast
- Reflective Strip: Vest to have a reflective strip as shown in the picture.
- Zip: Vest to have a zip
- The bidder is to accommodate all size requirements including super small and above 4 x Extra Large

TWO-PIECE CONTI SUITS

Mandatory Regulatory & Statutory Framework

Bidders will be automatically disqualified if they fail to prove compliance with the following National Standards:

- Garment Design & Construction: Must strictly conform to SANS 434 (Latest Edition) for protective clothing.
- Fabric Performance Standards: Must comply with SANS 1387-4 (Material Type: J54 Drill).
- Local Production and Content: In line with Preferential Procurement Regulations, the textile and garment industry carries a mandatory 100% Local Content threshold. Bidders must complete and submit the MBD 6.2 Declaration Certificate along with Annexures C, D, and E. [1]

Fabric Specifications (SANS 1387-4)

- Material Composition: 100% Cotton Drill (J54) to ensure breathability, skin safety in agricultural/food zones, and basic thermal properties.
- Mass per Square Meter: 220g/m² to 260g/m² (Heavy duty, industrial weight).
- Finish: Pre-shrunk to prevent shrinking during hot-water laundering.

Jacket Design & Construction (SANS 434)

- Style: Single-breasted, open-neck collar with a relaxed fit.
- Front Closure: Concealed, heavy-duty YKK (or equivalent) brass zip. Plastic zips are not acceptable.
- Seams: All stress seams must be triple-needle chain-stitched using high-tensile polyester-wrapped cotton thread.

- Pockets:
 - One (1) breast pocket on the left-hand side with a V-flap and concealed press-stud closure.
 - Two (2) lower front patch pockets with reinforced corner bar-tacks.
- Cuffs: Plain, open cuffs (or adjustable press-stud cuffs).

Trousers Design & Construction (SANS 434)

- Style: Traditional industrial utility trousers.
- Waistband: Half-elasticated back waistband for comfort and freedom of movement during inspection tasks.
- Fly Closure: Heavy-duty brass zip with a single top button closure.
- Seams: Triple-stitched in-seams and back-rise seams.
- Pockets:
 - Two (2) deep side-slant pockets.
 - One (1) right-rear patch pocket with bar-tack reinforcement.
 - One (1) tool/ruler pocket on the right leg.

High-Visibility & Reflective Striping

To ensure inspector safety in high-traffic logistics environments, shipping ports, and packing facilities:

- Tape Type: 50mm wide silver reflective tape on a lime green background fabric base.
- Placement:
 - Jacket: Circumferential bands around both upper arms.
 - Trousers: Circumferential bands around both lower legs (below the knee).

TWO-PIECE WATERPROOF RAIN SUIT

Mandatory Regulatory & Statutory Framework

Bidders will be automatically disqualified if they fail to prove compliance with the following National and International Standards:

- Garment Design, Sizing & Construction: Must conform to SANS 434 (Latest Edition) to guarantee standardised sizing across the range.
- Water Penetration Resistance: Fabric and seams must be tested and certified to SANS 20811 (ISO 20811) for resistance to water penetration under hydrostatic pressure.
- Local Production and Content: In line with Preferential Procurement Regulations, the textile and garment industry carries a mandatory 100% Local Content threshold. Bidders must complete and submit the MBD 6.2 Declaration Certificate along with Annexures C, D, and E.

Fabric & Material Specifications

- Material Composition: Heavy-duty Polyester base fabric, coated externally with a uniform layer of Polyvinyl Chloride (PVC) or Polyurethane (PU).
- Fabric Thickness: Minimum 0.32mm to 0.40mm to ensure industrial-grade tear resistance while remaining flexible in cold-chain environments.
- Performance Attributes: 100% Waterproof, 100% Windproof, fungus-resistant, and chemically stable when exposed to agricultural moisture.
- Breathability: Fabric formulation or design must incorporate moisture vapour transmission properties to minimise internal condensation and sweat buildup.
- Colour: [Specify: Navy Blue / Safety Yellow] – Must be uniform throughout the batch.

Jacket Design & Construction

- Style: Full-length rain jacket with an integrated hood.
- Seams: 100% Heat-sealed or high-frequency welded seams. Stitched-only seams without internal waterproof taping are strictly prohibited.
- Hood: Integrated or fold-away hood with an adjustable drawstring and toggle closure to secure a tight seal around the face.
- Front Closure Protection: Heavy-duty, corrosion-proof nylon zipper, protected by a double storm flap secured with heavy-duty plastic snap-buttons or Velcro to prevent wind-driven water ingress.
- Cuffs: Internally elasticated storm cuffs or external Velcro adjustment tabs to prevent water running up the inspector's arms when arms are raised.

- Ventilation: Concealed mesh-lined ventilation back-flap and underarm aeration eyelets to allow heat dissipation.
- Pockets: Two (2) lower front pockets with storm flaps to prevent water entry.

Trousers Design & Construction

- Style: Pull-on, high-rise utility rain trousers.
- Seams: 100% Heat-sealed or high-frequency welded seams on the in-seams, outer-seams, and crotch rise.
- Waistband: Fully elasticated waistband for maximum comfort, ease of movement, and rapid donning over standard workwear.
- Ankles: Adjustable snap-button or gusseted openings at the leg hems to allow trousers to be easily pulled over industrial gumboots or safety shoes.

High-Visibility & Reflective Striping

To maintain inspector visibility in dark loading bays, orchards, and port environments:

- Tape Type: 50mm wide retro-reflective tape, EN ISO 20471 compliant.
- Placement:
 - Jacket: One horizontal band around the chest, one horizontal band around the waist, and circumferential bands around both upper arms.
 - Trousers: Circumferential bands around both lower legs.

WOMEN'S TWO-PIECE POLYCOTTON OVERALL SET

Mandatory Regulatory & Statutory Framework

Bidders will be automatically disqualified if they fail to prove compliance with the following National Standards:

- Garment Design & Sizing Construction: Must strictly conform to SANS 434 (Latest Edition) for protective clothing, tailored to a female pattern cut.
- Fabric Performance Standards: Must comply with SANS 1387-2 (Material Type: Polyester and Cotton blended fabric).
- Local Production and Content: In line with Preferential Procurement Regulations, the textile and garment industry carries a mandatory 100% Local Content threshold. Bidders must complete and submit the MBD 6.2 Declaration Certificate along with Annexures C, D, and E.

Fabric & Material Specifications

- Material Composition: 65% Polyester / 35% Cotton blend (Polycotton).
- Fabric Mass: 200g/m² to 240g/m² (Lightweight, highly breathable, and durable for all-day wear).
- Fabric Properties: High tensile strength, high tear resistance, wrinkle-resistant, and chemically stable for industrial laundering.
- Colour: Navy Blue (Uniform batch dye, high colour-fastness to light and washing). [1, 2, 3]

Women's Jacket Design & Construction (SANS 434)

- Style: Single-breasted, open-neck collar, specifically contoured to a women's functional industrial fit to allow ease of movement. [1]
- Sleeve Options (Per Set Requirement):
 - Bidders must supply a mix of Short Sleeve and Long Sleeve designs as specified in the pricing schedule.
 - Cuffs on long-sleeve options must be plain or adjustable.
- Front Closure: Concealed, heavy-duty YKK (or equivalent) brass zip or high-impact resin zip with storm flap cover.
- Seams: All stress seams must be triple-needle chain-stitched using high-tensile polyester thread.
- Pockets:
 - One (1) chest pocket with a V-flap and concealed press-stud closure.
 - Two (2) lower front patch pockets with reinforced corner bar-tacks.

Women's Trousers Design & Construction (SANS 434)

- Style: Women's cut utility trousers, contoured at the hips for a functional, non-restrictive fit.

- Waistband: Fully elasticated or half-elasticated waistband to guarantee comfort, flexibility, and secure fit during inspection tasks. [1]
- Fly Closure: Heavy-duty zip with a single top button closure.
- Seams: Triple-stitched in-seams, outer-seams, and back-rise seams.
- Pockets:
 - Two (2) deep side-slant pockets.
 - One (1) right-rear patch pocket with bar-tack reinforcement.

Standardised Sizing Matrix (SANS 434 Benchmark)

Garments must be supplied according to the following metric sizing parameters:

- Small (S): To fit Bust 86–91 cm | Waist 66–71 cm
- Medium (M): To fit Bust 92–97 cm | Waist 72–77 cm
- Large (L): To fit Bust 98–103 cm | Waist 78–83 cm
- X-Large (XL): To fit Bust 104–109 cm | Waist 84–89 cm
- XX-Large (XXL): To fit Bust 110–115 cm | Waist 90–95 cm

WOMEN'S POLYCOTTON CLEANING PINAFORE (TABARD)

Mandatory Regulatory & Statutory Framework

Bidders will be automatically disqualified if they fail to prove compliance with the following National Standards:

- Garment Design & Construction: Must conform to the structural manufacturing standards of SANS 434 (Latest Edition) to guarantee stitch density and durability. [1]
- Fabric Performance Standards: Must comply with SANS 1387-2 (Material Type: Polyester and Cotton blended fabric for superior lifespan during industrial washing).
- Local Production and Content: In line with Preferential Procurement Regulations, the textile and garment industry carries a mandatory 100% Local Content threshold. Bidders must complete and submit the MBD 6.2 Declaration Certificate along with Annexures C, D, and E.

Fabric & Material Specifications

- Material Composition: 65% Polyester / 35% Cotton blend (Polycotton).
- Fabric Mass: 200g/m² to 235g/m² (Durable, medium weight).
- Fabric Properties: High resistance to abrasion, wrinkle-resistant, and treated with standard soil-release properties to resist stains from cleaning chemicals.
- Colour: Navy Blue (Uniform batch dye, resistant to fading from detergents).

Pinafore Design & Functional Construction

- Style: Two-piece wrap-around tabard style or sleeveless over-front pinafore design, engineered specifically for female cleaning and domestic tasks.
- Coverage: Full front and back coverage panels to fully protect the wearer's under-garments from water and chemical contact.
- Side Closures: Heavy-duty, reinforced fabric tie-straps (or adjustable press-stud tabs) on both the left and right sides to allow adjustable waist fitment and quick release.
- Neckline: Comfortable, low-cut V-neck or round scoop-neck contouring to prevent chafing during physical movement.
- Seams: All raw edges must be fully hemmed. Main structural stress seams must be double-needle stitched or overlocked with high-tensile polyester thread to prevent fraying.
- Pockets:
 - Two (2) deep, reinforced lower front patch pockets (split utility pocket layout) to hold cleaning cloths, spray bottles, and essentials.
 - Pocket mouths must be reinforced with bar-tacks at the corners to prevent tearing under load.

[1]

Standardised Sizing Matrix (SANS 434 Benchmark)

Garments must be supplied according to standard South African women's sizing parameters:

- Small (S): To fit sizes 32–34
- Medium (M): To fit sizes 36–38
- Large (L): To fit sizes 40–42
- X-Large (XL): To fit sizes 44–46
- XX-Large (XXL): To fit sizes 48–50

HACCP-COMPLIANT MULTI-ENVIRONMENT SAFETY SHOES/ BOOTS

Scope & Operational Environment

- **Operating Zones:** Wet agricultural packhouse floors, chemical processing laboratories, container loading docks, and low-temperature cold storage facilities (-1°C to -6°C).
- **Exposure Profile:** Prolonged standing and walking on cold concrete surfaces during 4 to 8-hour continuous inspection shifts.
- **Target Personnel:** PPECB Field Inspectors and Laboratory Technicians requiring simultaneous protection against moisture, extreme slips, chemicals, and sub-zero thermal degradation.

Statutory & Regulatory Certifications

The footwear must be independently tested and permanently stamped with the following certified safety marks:

- **SANS 20345 / ISO 20345 (S3 Rated):** Personal protective equipment — Safety footwear (Highest safety tier).
- **CI (Cold Insulation) Certification:** Must feature the official "CI" stamp, certifying that the boot prevents internal temperature drop in sub-zero environments.
- **SRC Slip Resistance:** Must achieve the maximum SRC rating (tested for slip resistance on both ceramic tile wetted with sodium lauryl sulfate and stainless steel with glycerol).
- **HACCP Design Principles:** Smooth external surfaces with zero deep-set creases or excessive decorative stitching that could trap food particles, organic pulp, or biological bacteria.
- **Must be SABS approved**

Upper Material & Food Safety Construction

- **Body Material:** Premium, full-grain water-resistant leather or specialized breathable synthetic microfiber. Fabric must be pre-treated with a hydrophobic coating to withstand high-pressure water splashes in packhouse washing zones.
- **Hardware and Lacing (HACCP Constraint):** No open metal lace hooks, eyelets, or buckles are permitted, as they can break off or accumulate organic debris. Footwear must utilize **concealed, non-metallic composite eyelets** or an integrated speed-dial closure hidden beneath a smooth protective leather flap.
- **Lining:** Breathable, moisture-wicking technical lining (e.g., *Thinsulate* or equivalent thermal membrane with a minimum weight of 200g/m²). This traps warm air while actively pulling sweat away from the foot to prevent inner freezing during long shifts.

Sole Unit & Slip Prevention

- **Sole Composition:** Standard single-density PU is strictly prohibited. The outer sole must be constructed from a **Dual-Density Rubber/Polyurethane (PU) blend** or a **Nitrile Rubber compound**. This material must remain soft and flexible at -6°C to retain grip.
- **Tread Pattern:** Self-cleaning, wide-groove tread pattern designed to actively expel water, agricultural mud, and organic fruit pulp with every step.
- **Chassis:** Anti-static and fuel/oil resistant.

Toe and Midsole Protection (Thermal Engineering)

- **Toecap:** Traditional steel toecaps are strictly prohibited. The boot must utilize an **Asymmetrical Composite (Non-Metallic) Toecap** rated to 200 Joules. Composite material creates a thermal break that stops cold air from transferring into the toe box.
- **Midsole Protection:** Must feature a flexible, lightweight **penetration-resistant textile/Kevlar midsole** instead of steel, protecting inspectors from upward punctures (e.g., stray nails from wooden fruit crates) without transferring floor-chill into the boot.

Logistics, Sizing & SANS Woolen Sock Mandate

- **Size Availability:** The bidder must provide a full size run from **UK Size 3 up to UK Size 14**, including half-sizes where requested, to comfortably fit both male and female personnel.
- **Statutory Sock Issue:** In accordance with South African Environmental Regulations for Workplaces, each pair of boots must be delivered with **two pairs of SABS-approved heavy-duty thermal woolen socks** (or technical equivalent) to ensure correct thermal fitment

PACKHOUSE INSPECTION RESPIRATORY MASKS (FFP2)

- **Scope:** For field inspectors operating in packhouses, loading docks, and agricultural holding facilities.
- **Protection Level:** Strictly **FFP2** classification. Must provide a minimum filtration efficiency of **94%** against both solid and liquid airborne particulate matter (including fine organic dust, citrus spores, crop fungi, and airborne allergens).
- **Statutory Certifications:**

- Must be certified to **SANS 50149:2003 / EN 149:2001** (Filtering half masks to protect against particles).
- **Mandatory:** The bidder must provide proof of **NRCS Homologation** and the manufacturer's active "**AZ**" approval number.
- **Food Safety / HACCP Engineering:**
 - **Staple-Free Construction:** Elastic headbands must be ultrasonically welded or stitched directly to the mask matrix. The use of metal staples for strap fastening is **strictly prohibited** to prevent food product contamination.
 - **Lint-Free Liner:** Inner face lining must be smooth and non-fraying to prevent micro-fibers from shedding into inspection zones.
- **Ergonomics & Comfort:**
 - Must feature a **pre-shaped, adjustable nose clip** lined with soft foam to ensure a tight, custom facial seal without causing skin bruising over long shifts.
 - Must include a low-resistance **exhalation valve**. This valve vents warm exhaled air, which is critical for preventing the inspector's safety glasses or shields from fogging up during active movement.

LABORATORY REUSABLE CHEMICAL RESPIRATORS

- **Scope:** For Laboratory Technicians conducting chemical testing, acid titrations (e.g., Sulphuric Acid), and handling volatile organic compounds (VOCs).
- **Architecture:** Half-mask dual-cartridge reusable respirator molded from soft, medical-grade silicone or thermoplastic elastomer for an airtight seal.
- **Cartridge Specification:** Must utilize a multi-range **ABEK1-P3 combination filter cartridge** system. This provides simultaneous, tested protection against:
 - Organic gases/vapours (**A**).
 - Inorganic gases and **Acid Vapours/Sulphuric Acid fumes (B & E)**.
 - High-efficiency particulate filtration (**P3**—99.95% efficiency against hazardous chemical dusts).
- **Certifications:** Mask body must be certified to **SANS 50140 / EN 140**; filter cartridges must be certified to **SANS 50143 / EN 143**, and carry valid NRCS approval.

SPECIAL LOGISTICS & PACKAGING CLAUSES (APPLIES TO BOTH CATEGORIES)

- **Logistics & Sorting:** The successful bidder must pack and sort orders strictly according to the specific regional PPECB office that placed the order. Deliveries must be made directly to the respective regional offices across South Africa.
- **Primary Packaging (HACCP Rule):**
 - **For FFP2 Masks:** Masks must be delivered in their original manufacturer boxes, but each mask inside the box must be **individually sealed in a hygienic plastic wrapper** to prevent moisture or dust contamination prior to field deployment.
 - **For Lab Respirators:** Each reusable mask shell and each pair of filter cartridges must be individually packed in air-tight, transparent plastic bags.

INDUSTRIAL SAFETY HARD HATS (TYPE 1)

Scope & Operational Environment

- **Operating Zones:** Industrial packing facilities, container shipping docks, rail terminals, overhead pallet racking zones, and low-temperature cold storage units (-1°C to -6°C).
- **Target Personnel:** PPECB Chief Inspectors and field technicians requiring protection from falling objects, overhead structure impacts, and low-clearance storage configurations.

Statutory & Regulatory Certifications

The industrial safety helmet must hold verified compliance and carry permanent stamps for:

- **SANS 1397 / EN 397:** South African National Standard for Industrial Safety Helmets.
- **NRCS Homologation:** The bidder must submit official proof of NRCS approval and a valid homologation certificate for the exact model being tendered.
- **HACCP Design Alignment:** The shell must feature a smooth, non-porous exterior with no top ventilation slots or open holes to prevent biological contaminants, dust, or condensation water drips from passing through onto the worker's head or into food lines.

Structural Materials & Shock Absorption

- **Outer Shell:** Injection-molded from high-impact Acrylonitrile Butadiene Styrene (ABS) or High-Density Polyethylene (HDPE). The material must be UV-stabilized to prevent degradation from sun exposure on outdoor loading pads, and it must retain its full impact strength at sub-zero temperatures down to -10°C.
- **Internal Suspension System:** A premium 6-point webbed textile suspension harness (not plastic) to absorb and evenly distribute downward vertical impact forces across the skull.
- **Sweatband:** A replaceable, hypoallergenic, moisture-wicking foam front sweatband to prevent sweat from running into the inspector's eyes.

Fitment, Comfort & Security

- **Adjustment Mechanism:** Must feature an ergonomic Wheel Ratchet Adjustment System located at the nape of the neck. This system must allow the worker to adjust the circumference fit from 53cm to 64cm smoothly with one hand, even while wearing thermal gloves.
- **Retention / Retention Retention (Chin Strap):** Every helmet must be fitted with an adjustable, integrated 4-point chin strap featuring a quick-release buckle. This guarantees the helmet remains firmly anchored to the head when looking down at ground pallets or when exposed to high-velocity blast fans in cold rooms.
- **Integrated Slots:** Universal 30mm accessory side slots must be present to allow the modular clipping-on of PPECB earmuffs or clear chemical face shields.

Corporate Branding & Sizing Logistics

- **Colour:** Solid White for Chief Inspectors and high-visibility Yellow or Orange for field technicians.
- **Corporate Application:** The PPECB Logo must be applied to the front center of the helmet shell via a high-durability, UV-resistant, non-peeling vinyl decal or permanent screen print.
- **Logistics & Packaging:** Hard hats must be delivered fully assembled (harness installed). Orders must be sorted and boxed by the supplier according to the specific regional PPECB office that placed the order. Each helmet must be enclosed in a protective clear plastic bag within the outer delivery carton.

HIGH-PERFORMANCE SAFETY GOGGLES & EYE PROTECTION

Scope & Operational Environment

- **Operating Zones:** Volatile chemical testing laboratories (acid titrations), high-dust agricultural packhouses, outdoor fruit loading pads, and sub-zero cold storage units (-1°C to -6°C).
- **Target Personnel:** Laboratory Technicians and Chief Inspectors requiring absolute protection against chemical liquid splashes, fine organic dust, airborne agricultural spores, and impact from flying debris.

Statutory & Regulatory Certifications

The eyewear must hold independent laboratory certifications and carry permanent laser-etched stamps on both the frame and the lens for the following standards:

- **SANS 166 / EN 166 (Class 1 Optical):** Personal eye-protection — Specifications. Must carry the Class 1 rating for highest optical clarity, ensuring zero distortion during prolonged inspection shifts or precision laboratory tasks.
- **Mechanical Impact Rating:** Must be certified to EN 166 Medium Energy Impact (Level B), capable of resisting the impact of a 6mm steel ball traveling at 120 m/s.
- **Liquid Splash Certification (Code 3):** Frames must be certified to EN 166 Code 3 for protection against liquid droplets and chemical splashes.
- **Dust Protection Certification (Code 4):** Must carry EN 166 Code 4 certification for sealing against coarse dust and large particulate matter.

Lens Performance & Coating Technologies

- **Material Construction:** Premium injection-molded Polycarbonate (PC) lens offering an unrestricted, wide-angle panoramic field of view (minimum 180-degree side visibility).
- **Anti-Fog Coating (Mandatory Coding):** The lens must be permanently chemically bonded on the *inside* surface with an ultra-high performance anti-fog coating certified to EN 166 "N" rating

(Resistance to fogging). This is non-negotiable to prevent lens misting when inspectors step from warm packhouses into -6°C freezers.

- Anti-Scratch Coating (Mandatory Coding): The outer lens surface must carry a hard-coat layer certified to EN 166 "K" rating (Resistance to surface damage by fine particles) to withstand abrasive agricultural dust and harsh laboratory cleaning wipes.
- Radiation Filter: Certified to EN 170 (UV400 protection), blocking 99.9% of harmful ultraviolet rays.

Ventilation & Food Safety Engineering (HACCP Alignment)

- Ventilation Architecture (Indirect Only): Traditional direct-vented goggles with open holes are strictly prohibited. The goggle must utilize an Indirect Ventilation System. The vents must feature tortuous-path baffle caps that allow continuous air circulation to reduce heat and fog build-up, while completely blocking the direct straight-line entry of chemical liquid splashes or fine airborne dust.
- HACCP Component Security: Headband adjustment buckles and ventilation caps must be permanently molded or ultrasonic welded into the frame structure. No small, detachable plastic pins or metallic components are permitted, eliminating the risk of components breaking off into perishable food lines.

Ergonomics, Comfort & Prescription Integration

- Face Seal: The frame body must be molded from a highly flexible, medical-grade, hypoallergenic Thermoplastic Elastomer (TPE) or PVC that adapts smoothly to different facial contours. It must maintain its flexibility and seal integrity at sub-zero cold room temperatures without stiffening or causing pressure sores.
- Prescription Glasses Compatibility (OTG): The frame design must feature dedicated side-recesses to function as an Over-The-Glasses (OTG) system, allowing the goggles to fit comfortably over standard prescription spectacles without pressing the spectacles into the worker's face.
- Headband: Wide, adjustable, elasticated headband. The strap must be made of a high-rebound synthetic fiber that resists chemical degradation and can be adjusted securely via a low-profile rear tension system (one-size-fits-all).

Logistics, Labelling & Packaging

- Labelling: Every goggle frame and lens must be permanently laser-engraved with the manufacturer's identification mark, the SANS/EN 166 mark, and the applicable compliance codes (e.g., Manufacturer 1 B 3 4 K N CE).
- Logistics & Sorting: Bidders must pack and distribute orders sorted according to the specific regional PPECB office that placed the order, delivering directly to those offices.
- Hygienic Packaging: Each individual pair of safety goggles must be packaged inside a protective, microfiber drawstring cleaning pouch, which must then be sealed inside a transparent plastic polybag before bulk packing. This protects the technical coatings from friction scratch damage during transit.

WIDE-VISION SAFETY GOGGLES

Mandatory Regulatory & Statutory Framework

Bidders will be automatically disqualified if they fail to prove compliance with the following National and International Standards:

- Personal Eye Protection Standard: Must be tested, approved, and certified to SANS 1404-2 or SANS 50166 (EN 166:2001) for industrial eye protection.
- Optical Quality Standard: Must meet Optical Class 1 requirements (distortion-free for continuous, all-day wear without eye strain).
- Impact Resistance Standard: Must carry a minimum rating of Grade B (Medium energy impact protection against high-speed particles at 120 m/s).

Lens & Optical Performance Specifications

- Material Composition: High-grade, optically clear Polycarbonate (PC) or Cellulose Acetate. [1, 2]
- Vision Profile: Ergonomic, wide panoramic lens wrap design offering 180-degree unrestricted lateral/side visibility.
- Anti-Fog Performance (Mandatory for Cold Chain): Permanent, high-performance Anti-Fog coating on the inner surface (certified to EN 166 Symbol N). The lens must remain mist-free when transitioning between hot ambient air and cold-room inspection facilities.
- Scratch & Chemical Resistance: Hard-coated, scratch-resistant outer surface (certified to EN 166 Symbol K) to withstand abrasive dust and laboratory chemical cleaning agents.
- UV Radiation Protection: Integrated UV filters offering complete protection up to UV 400 (blocking 100% of harmful UVA and UVB rays).

Frame, Comfort & Ventilation Construction

- **Frame Body:** Soft, highly flexible, and ergonomic Vinyl/PVC frame housing that contours perfectly to the face to create a gas-tight, liquid-droplet proof seal (certified to EN 166 Field of Use: 3 for liquids and 4 for large dust particles).
- **Prescription Eyewear Compatibility:** The frame architecture must feature an Oversized OTG (Over-The-Glasses) design, allowing the goggle to fit comfortably over standard prescription spectacles without creating pressure points on the temple.
- **Ventilation Architecture:** Integrated indirect ventilation system. The vents must be designed to channel air across the lens to reduce internal heat buildup while remaining physically shielded to block chemical splashes or flying debris from entering from above.
- **Headband Adjustment:** Wide, heavy-duty, latex-free elasticated headband attached via pivoting clips to ensure even pressure distribution. Must be easily adjustable to fit all head sizes securely.

For the inserts, these are the standards captured in a table for you Mphumzi. (Optional if you want to insert into the tender document):

INDUSTRIAL RECHARGEABLE LED HEADLAMP WITH MOTION SENSOR

Scope & Operational Environment

- **Operating Zones:** Low-light cold storage rooms (-1°C to -6°C), dark container loading docks, overnight rail freight terminals, and shaded inspection bays.
- **Exposure Profile:** Intermittent and continuous use over 4 to 6-hour shifts. The device must be designed to withstand severe thermal transitions (moving between hot humid packhouses and sub-zero freezers) without internal electronic failure.
- **Target Personnel:** PPECB Chief Inspectors and field technicians requiring hands-free illumination while carrying inspection clipboards, tablets, or handling fruit boxes.

Statutory, Safety & Ingress Certifications

The electronic device must hold certified laboratory testing documentation and carry permanent markings for the following international safety and environmental standards:

- **SANS 60529 / IEC 60529 (Minimum IP65 Ingress Rating):** Must hold a verified IP65 rating or higher. This certifies that the casing is completely dust-tight and fully sealed against high-pressure water splashes and, crucially, against the internal condensation that forms when entering cold storage.
- **CE / RoHS Compliance:** Certified safe from hazardous substances and electromagnetic interference with other packhouse electronic scales or testing machinery.

Battery System & Thermal Engineering

- **Battery Chemistry:** Built-in, high-performance Lithium-Polymer (Li-Po) or low-temperature optimized Lithium-ion battery. Standard commercial batteries degrade rapidly in the cold; the specified battery must feature a low-temperature circuit layout.
- **Sub-Zero Runtime:** The battery must deliver a certified continuous runtime of at least 4 hours on MAXIMUM brightness and up to 10 hours on low mode when operating continuously in an environment between -1°C and -6°C.
- **Charging Interface:** Fully sealed, integrated USB Type-C charging port. The port must feature a heavy-duty, permanently attached silicone rubber sealing cap to prevent moisture or dust ingress when not charging.

LED Lighting & Optical Performance

- **Light Engine:** Energy-efficient Cree LED (or technical equivalent) delivering a minimum output of 300 to 500 Lumens on high mode.
- **Optical Modes:** The device must offer a dual-beam system:
 - **Spotlight Mode:** Focused beam with an illumination distance of at least 50 meters for examining deep container stacks or high pallet racking.
 - **Floodlight / COB Mode:** Wide, uniform, non-glare beam for close-up fruit quality grading and paperwork checking.
- **Dimming Tiers:** High, Medium, Low, and an emergency Strobe mode.

Motion Sensor & Ergonomic Control

- **Sensor Technology:** Integrated dual-infrared motion sensor activated by a dedicated secondary button.
- **Gloved Operation:** The sensor must reliably toggle the light ON or OFF with a single wave of a hand within a 10cm to 15cm range from the lens. The sensor must be calibrated to function perfectly when the inspector is wearing heavy, dark-colored SANS 511 thermal gloves.

- Manual Override: Primary mechanical button must be rubberized and tactilely oversized so it can be depressed easily by heavily gloved fingers.

Food Safety & Entanglement Engineering (HACCP Alignment)

- Low-Profile Design: Traditional heavy, protruding "bulbo" lenses that shift on a hinge can snap when frozen. The headlamp must utilize a low-profile, ultra-lightweight (under 100g total weight including battery) ergonomic curved design that sits flat against the forehead or helmet.
- HACCP Component Integrity: No small, brittle plastic pins or detachable clips are permitted. The housing must be drop-resistant from a height of 1.5 meters onto concrete without shattering.
- Headband Security: Wide, heavy-duty, anti-slip elasticated headband woven with continuous silicone rubber grip-strips on the inner side. This prevents the strap from slipping or sliding off when stretched over glossy industrial safety hard hats or thick fabric balaclavas.

Logistics, Labelling & Packaging

- Accessories: Each headlamp must be supplied complete with one heavy-duty USB-C charging cable and a minimum of four (4) secure hard-hat mounting clips.
- Logistics & Sorting: The successful bidder must pack and sort orders according to the specific regional PPECB office that placed the order, delivering directly to those regional facilities.
- Hygienic Primary Packaging: Each headlamp, charging cable, and mounting clip set must be packed together inside a protective, sealable, transparent plastic bag before being boxed for bulk shipping to ensure no dust or warehouse moisture spoils the internal electronic circuits.

REUSABLE RESPIRATORY PROTECTION

Mandatory Regulatory & Statutory Framework

Bidders will be automatically disqualified if they fail to prove compliance with the following National and International Standards:

- Facepiece Compliance: Half-masks and facepieces must be tested, certified, and compliant with SANS 50140:1998 / EN 140:1998.
- Filter & Cartridge Compliance: Gas, vapour, and combined particulate filters must be tested and certified to SANS 5014387 / EN 14387.
- Compulsory Registration: Bidders must submit a valid NRCS Letter of Authority (LOA) certificate issued by the National Regulator for Compulsory Specifications for each mask body offered.

Line Item 1: Reusable Single Half-Mask Facepiece

- Design Profile: Lightweight, low-maintenance single-port configuration featuring a low-profile construction to ensure it does not impede the field of vision when worn with wide-panoramic safety goggles.
- Material: Non-allergenic, medical-grade molded elastomeric compound or silicone body to ensure a robust facial seal and prevent skin irritation during prolonged wear.
- Harness & Straps: Adjustable four-point cradle head harness paired with a quick-release neck strap buckle to ensure even pressure distribution.
- Exhalation Valve: Equipped with a central, low-resistance exhalation valve to minimize moisture, heat, and carbon dioxide buildup inside the mask facepiece.
- Connector Type: Must feature a standardized thread or bayonet connection mechanism compatible with approved protective filters.

Line Item 2: Reusable Twin (Double) Half-Face Mask Respirator

- Design Profile: Dual-filter/twin-cartridge architecture designed to distribute weight evenly across the face, reducing neck strain during extended inspection shifts.
- Fit Compatibility (Over-The-Glasses): The nasal bridge section must be swept back and low-profile to comfortably clear prescription eyewear and SANS 50166 wide-vision safety goggles without causing seal leaks.
- Facial Seal: Deep, soft thermoplastic elastomer (TPE) or silicone face seal contouring to diverse facial structures to pass standard negative/positive pressure fit tests.
- Sizing Availability: Must be bid across three distinct size configurations: Small (S), Medium (M), and Large (L) to safely protect a diverse workforce.

Line Item 3: Gas & Vapour Filter Cartridges (3M Reusable Series / Equivalent)

- Compatibility: Filters must feature a high-security secure-click or bayonet-style connection mechanism engineered for seamless interface with the supplied twin half-masks (or direct matching fitment for 3M 6000/7000 series mask frames).
- Protection Matrix & Colour Coding: Cartridges must comply with EN 14387/SANS 5014387 classifications:
 - Type A (Brown band): Protection against organic gases and vapours with a boiling point above 65°C (e.g., standard solvents, agricultural fumigants, organic airborne compounds).

- Type B (Grey band): Protection against inorganic gases and vapours.
- Type E (Yellow band): Protection against acid gases (e.g., sulphur dioxide, hydrochloric acid).
- Service Life Indicator: Cartridges must feature structural markings indicating manufacturing batch codes and formal expiry parameters to ensure strict laboratory/field compliance.

ULTRA-HIGH PROTECTION LABORATORY CHEMICAL GLOVES (ACID-PROHIBITION TIER)

Scope & Hazard Mitigation

- Operating Hazards: Direct handling, pipetting, and titration of highly concentrated acids, specifically Sulphuric Acid (H_2SO_4) up to 98% concentration, Nitric Acid, and hazardous laboratory reagents.
- Target Personnel: PPECB Laboratory Technicians and Quality Assurance officers handling volatile liquids where a splash or spill presents a severe chemical burn risk.

Non-Negotiable Statutory & Breakthrough Certifications

The glove must be explicitly certified as a Type A Heavy Chemical Barrier and carry the following permanent laser-etched stamps on the cuff:

- SANS 50374-1:2016 / EN ISO 374-1:2016 (Type A): Protective gloves against dangerous chemicals and micro-organisms. The glove must carry the certified chemical code letters L, M, and N directly under the EN ISO 374 pictogram:
 - Code L: Sulphuric Acid 96%–98% (Critical)
 - Code M: Nitric Acid 65%
 - Code N: Acetic Acid 99%
- Permeation Breakthrough Time (Class 6): The manufacturer specification sheet must prove an independent laboratory testing rating of Class 6 breakthrough time (>480 minutes / 8 Hours continuous immersion) against Sulphuric Acid (H_2SO_4) 96%. Standard Class 2 or 3 (30–60 mins) gloves are rejected.
- SANS 50388 / EN 388:2016 (Mechanical Protection): Minimum mechanical performance rating of 3110X to guarantee high puncture and tear resistance, preventing the glove from snagging or tearing on laboratory glassware and apparatus.

Advanced Material Engineering & Construction

To completely prevent acid penetration, the glove must utilize a multi-layer composite or heavy polymer matrix. Standard single-dip thin nitrile is strictly prohibited. Acceptable material variations are:

- Option 1: Multi-Layer Neoprene-over-Nitrile Composite. A chemically bonded outer layer of heavy Neoprene (which blocks concentrated acids) over an inner layer of durable Nitrile.
- Option 2: Heavy-Duty 100% Neoprene or Butyl Rubber. Minimum thickness must be between 0.65mm and 0.75mm (nearly double the thickness of standard lab gloves) while maintaining ergonomic finger flexibility.

Safety Architecture & Food Safety Integration (HACCP)

- Extended Gauntlet Cuff: The glove must feature an extended gauntlet safety cuff with a minimum total glove length of 350mm to 380mm. This ensures the glove extends all the way up the forearm to the elbow, preventing acid from splashing into the sleeve of the Navy Acid-Resistant Lab Coat.
- Looped/Rolled Cuff Edge: The cuff must terminate in a rolled bead edge to act as a liquid trap, stopping acid droplets from running down the sleeve when a technician raises their arm.
- Inner Liner: Must feature a comfortable, integrated, sanitized cotton flock lining. This absorbs hand sweat, preventing internal moisture from compromising the technician's grip on delicate glass beakers or pipettes.
- Grip Texture: The palm and fingers must feature an aggressive raised diamond, sandpatch, or pebble texture to ensure a non-slip, secure grip when handling wet or chemically coated laboratory apparatus.
- Contamination Control (HACCP): 100% silicone-free and powder-free to eliminate any chemical contamination of export-grade agricultural samples.

Sizing, Labelling & Individual Packaging

- Size Profile: Must be supplied in exact, individual hand measurements to ensure a tight, dexterous fit: Size 7 (S), Size 8 (M), Size 9 (L), Size 10 (XL), and Size 11 (XXL). Loose, baggy sizing is a safety hazard during chemical handling.
- Packaging Mandate: Due to the critical safety nature of these gloves, each pair must be individually sealed in a dark, UV-protective plastic pouch with the expiration date and EN 374 chemical matrices clearly printed on the outer packet. Bidders must sort deliveries according to the specific regional PPECB ordering offices.

HAND & HEARING PROTECTION (100% LATEX-FREE)

Mandatory Regulatory & Statutory Framework

Bidders will be automatically disqualified if they fail to prove compliance with the following National and International Standards:

- Mechanical Glove Standard: Must be tested and certified to SANS 50388 / EN 388.
- Thermal Heat Glove Standard: Must be tested and certified to SANS 50407 / EN 407.
- Cold Environment Glove Standard: Must be tested and certified to SANS 50511 / EN 511.
- Chemical Glove Standard: Must be tested and certified to SANS 50374 / EN ISO 374-1.
- Hearing Protection Standard: Must be tested and certified to SANS 50352 / EN 352 and carry a valid NRCS Letter of Authority (LOA). [1, 2, 3, 4, 5]

Hand Protection Specifications

Line Item 1: Mechanical Cut Level 5 Gloves

- Application: For high-risk inspection areas, handling wooden crates, pallets, and metal strapping.
- Performance Matrix (SANS 50388 / EN 388): Must achieve a minimum rating of 4X43E or 4543 (Abrasion: 4, Cut Resistance: 5 / Level E, Tear: 4, Puncture: 3).
- Construction: High-Performance Polyethylene (HPPE) or glass-fibre engineered seamless knit liner, coated on the palm and fingertips with a high-grip polyurethane (PU) or nitrile layer. Must be 100% latex-free.
- Sizing Availability: Small (S), Medium (M), Large (L), X-Large (XL).

Line Item 2: Heat-Resistant Silicone Gloves

- Application: For handling hot laboratory equipment, sterilization units, or agricultural processing machinery.
- Performance Matrix (SANS 50407 / EN 407): Minimum rating of X2XXXX for contact heat (capable of withstanding surface contact temperatures up to 250°C for a minimum of 15 seconds).
- Construction: 100% Food-grade, BPA-free silicone outer shell with a soft inner cotton lining for moisture absorption and thermal insulation. Must feature non-slip textured surfaces on the palm and fingers. Must be 100% latex-free.
- Sizing Availability: Small (S) to X-Large (XL).

Line Item 3: Synthetic Thermal Freezer Gloves (100% Latex-Free)

- Application: For inspectors operating inside cold rooms, blast freezers, and refrigerated shipping containers.
- Performance Matrix (SANS 50511 / EN 511): Minimum rating of 02X (Convective cold: 0, Contact cold: 2, Water permeability: X).
- Mechanical Strength (SANS 50388 / EN 388): Minimum rating of 3221X to ensure high abrasion and tear resistance when handling frozen crates.
- Construction: Heavy-duty, flexible synthetic Nitrile or Polyurethane (PU) micro-foam coating on a seamless, double-insulated thermal liner (brushed acrylic, fleece, or Thinsulate™ loop-pile interior) to effectively trap body heat down to -20°C. Strictly zero natural rubber latex allowed.
- Grip Profile: The palm coating must feature a textured, sandy, or micro-cup finish to maintain a secure, non-slip grip on wet, frosted, or icy surfaces.
- Sizing Availability: Small (S) to X-Large (XL).

Line Item 4: Chemical-Resistant Nitrile Gloves

- Application: For laboratory pesticide testing, chemical handling, and sanitation tasks.
- Performance Matrix (SANS 50374 / EN ISO 374-1: Type A or B): Must provide a breakthrough time of >30 minutes against a minimum of 3 to 6 regulated industrial/agricultural chemicals.
- Construction: 100% Nitrile compound, minimum thickness of 0.38mm, featuring a flock-lined cotton interior to reduce hand sweat and improve comfort during extended wear. Must be 100% latex-free.
- Sizing Availability: Small (S), Medium (M), Large (L), X-Large (XL).

Hearing Protection Specifications

Line Item 5: Industrial Hearing Protectors (Earplugs / Earmuffs)

- Performance Matrix (SANS 50352 / EN 352): Must provide a Single Number Rating (SNR) attenuation of at least 26dB to 32dB depending on the specific noise hazard profile.
- Option A (Disposable/Reusable Earplugs): Hypoallergenic, slow-recovery polyurethane foam or medical-grade pre-molded silicone, equipped with a high-visibility cord. Must be 100% latex-free.
- Option B (Earmuffs): High-impact ABS ear cups fitted with soft PVC/liquid-filled sealing cushions, attached to an adjustable, padded stainless steel or dielectric headband ensuring even clamping force.

Head Protection / Hygiene

- Mop Cap (21" navy, double elastic)
 - HACCP compliant (food safety environments)
 - ISO 22000 / FSSC 22000 (if used in food industry)

REGULATION 7 FIRST AID KIT – OFFICE PREMISES

Scope & Statutory Framework

- Compliance Mandate: The first aid kit must strictly comply with Regulation 7 of the General Safety Regulations under the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993).
- Risk Profile: Low-to-medium risk administrative office environment, executive desks, and visitor spaces.

Container & Housing Specifications

- Casing Design & Architecture: Must be an industrial-grade, heavy-duty emergency medical response backpack designed specifically for rapid portability during facility evacuations. [1, 2]
- Material Strength: Constructed from a minimum of 600D to 1000D water-resistant, tear-proof Ripstop Nylon or heavy-duty Polyester with a polyurethane (PU) internal coating to protect contents from rain, dust, and laboratory chemical vapors during transit.

Prescribed Content Manifest (Office Premises Configuration)

The bidder must supply the complete first aid kit containing the following exact items and quantities:

Primary First Aid Wound & Dressing Content

- 1 x Antiseptic wound cleaner (100ml spray bottle)
- 10 x Swabs for wound cleaning
- 1 x Cotton wool for padding (100g)
- 1 x Gauze swabs 75mm x 75mm (Pack of 5)
- 2 x Sterile gauzes (Pack of 5)
- 1 x Forceps for splinters (Stainless steel)
- 1 x Bandage Scissors (Stainless steel)
- 1 x Safety pins (12 per pack)
- 4 x Non-woven Triangular bandages
- 4 x Conforming bandages 75mm
- 4 x Conforming bandages 100mm
- 1 x Plaster Roll 25mm x 3m
- 10 x Assorted Plasters (Strictly Blue, Waterproof, HACCP Metal-Detectable for food environment safety)
- 1 x Elastic adhesive plasters
- 1 x Non-allergenic tape 25mm x 3m
- 4 x First aid dressing 75mm x 100mm (No. 3)
- 4 x First aid dressing 150mm x 200mm (No. 5)
- 2 x Plastic Interlocking splints
- 4 x Large Medical Examination Gloves (Strictly Powder-Free, Allergen-Free Nitrile — *Latex is prohibited to maintain food safety standards*)
- 2 x CPR mouth pieces (fitted with unidirectional check valves)
- 1 x Burnshield / Hydrogel cooling burn dressing (10cm x 10cm)

Integrated Absorbent Material Fluid Spillage Module (1 x Full Spill Kit Content)

- 2 x 6g Absorbent / Disinfecting Granules (Biocide/Chloride compound)

- 1 x Pack of heavy-duty paper towels
- 4 x Medical-grade Nitrile Examination Gloves
- 1 x Biohazard Disposal Bag (Heavy-duty yellow impervious plastic) with secure tie closure

HIGH-SECURITY REGULATION 7 FIRST AID KIT – ISO 17025 LABORATORY PREMISES

Scope & Integrated Safety Framework

- Compliance Mandate: Must simultaneously satisfy Regulation 7 of the General Safety Regulations (OHSA) and the environmental/safety risk-mitigation criteria of ISO/IEC 17025.
- Risk Profile: High-hazard chemical testing laboratory environment involving concentrated acids, organic solvents, automated centrifuges, and delicate precision glassware.
- Primary Objective: Immediate, onsite molecular neutralizing of acid splashes to prevent irreversible tissue necrosis (chemical burns) and permanently mitigate Injury on Duty (IOD) recursion.

Container, Housing & Contamination Engineering

- Casing Design & Architecture: Must be an industrial-grade, heavy-duty emergency medical response backpack designed specifically for rapid portability during facility evacuations. [1, 2]
- Material Strength: Constructed from a minimum of 600D to 1000D water-resistant, tear-proof Ripstop Nylon or heavy-duty Polyester with a polyurethane (PU) internal coating to protect contents from rain, dust, and laboratory chemical vapors during transit.

Core Prescribed Medical Manifest (Base Content)

The kit must contain the complete core baseline of the Regulation 7 manifest, modified with strict food-chain and laboratory material constraints:

Primary Wound Treatment & Hemostatic Material

- 1 x Antiseptic wound cleaner (100ml spray bottle — alcohol-free)
- 10 x Swabs for wound cleaning (Sterile)
- 1 x Cotton wool for padding (100g)
- 1 x Gauze swabs 75mm x 75mm (Pack of 5)
- 2 x Sterile gauzes (Pack of 5)
- 1 x Forceps for splinters (Stainless steel medical-grade)
- 1 x Bandage Scissors (Stainless steel heavy-duty tuff-cut shears)
- 1 x Safety pins (12 per pack)
- 4 x Non-woven Triangular bandages
- 4 x Conforming bandages 75mm
- 4 x Conforming bandages 100mm
- 1 x Plaster Roll 25mm x 3m (Zinc Oxide high-adhesion)
- 20 x Assorted Plasters (Strictly Blue, Waterproof, HACCP Metal-Detectable to prevent food export sample contamination)
- 1 x Elastic adhesive plasters (75mm x 4.5m)
- 1 x Non-allergenic tape 25mm x 3m
- 4 x First aid dressing 75mm x 100mm (No. 3)
- 4 x First aid dressing 150mm x 200mm (No. 5)
- 2 x Plastic Interlocking splints (Limb immobilization)
- 8 x Large Medical Examination Gloves (Strictly Powder-Free, Latex-Free Extra-Thick Nitrile to completely mitigate latex allergen cross-contamination of laboratory samples)
- 2 x CPR mouth pieces (with integrated one-way breathing check valves)
- 2 x Hydrogel Burn Dressings (*Burnshield* or equivalent cooling gel dressing — 10cm x 10cm)

Integrated Absorbent Material Fluid Spillage Module (1 x Full Kit Inside)

- 2 x 6g Absorbent / Disinfecting Granules (Chloride-free polymer solidifying compound)
- 1 x Pack of heavy-duty industrial absorbent paper towels
- 4 x Extra-thick Nitrile Examination Gloves
- 1 x Biohazard Disposal Bag (Heavy-duty yellow impervious plastic) with secure tie closure

25L CHEMICAL / HAZARDOUS ACID BUCKET SPILL KIT

Scope & Operational Environment

- Operating Zones: Volatile chemical testing laboratories (acid titration zones), chemical storage rooms, and packhouse chemical dosing lines.
- Target Hazards: Rapid containment, absorption, and neutralization of high-volume liquid chemical spills, specifically concentrated Sulphuric Acid (H_2SO_4) up to 98%, Nitric Acid, caustic cleaning agents, and chemical laboratory reagents.

- Operational Capacity: Engineered to fully absorb and safely encapsulate up to 25 Litres of aggressive fluid spills on a concrete or laboratory floor.

Statutory & Regulatory Framework

The spill kit construction, internal absorbents, and chemical marking protocols must strictly comply with the following national and international frameworks:

- SANS 10228: The identification and classification of dangerous goods for transport (South African National Standard for Class 8 Corrosive Substances).
- ISO 45001:2018: Occupational health and safety management systems (Risk-mitigation and emergency response alignment).
- National Environmental Management: Waste Act (Act 59 of 2008): Governing the safe containerisation, labeling, and legal disposal of hazardous chemical waste in South Africa.

Container & Drum Specifications

- Housing Type: Heavy-duty, high-density industrial Polyethylene (HDPE) cylindrical bucket or drum with a total internal volume of at least 25 to 30 Litres.
- Chemical Resistance: The bucket material must be 100% impervious to chemical corrosion and must not degrade when packed with acid-soaked waste.
- Lid Mechanism: Heavy-duty, watertight screw-top lid or lever-lock ring seal lid. This ensures the bucket is completely airtight to prevent moisture from ruining the internal absorbents over time, and serves as a secure, leak-proof hazardous waste transport container after the spill is cleaned up.
- Colour & Signage: High-visibility Bright Yellow or Red. The exterior must feature a permanent, UV-stabilized vinyl decal clearly reading: "CHEMICAL & ACID SPILL KIT - 25L", alongside the official SANS 10228 Class 8 Corrosive Substance diamond graphic sticker.

Mandatory Internal Content Manifest (Chemical Tier Only)

All internal absorbent materials must be certified Chemically Inert and Hydrophilic (specifically engineered to absorb acids, bases, and aggressive fluids while resisting melting or chemical fire reactions). General-purpose or oil-only absorbents are strictly rejected. [

The bucket must come pre-packed with the following exact items and quantities:

Quantity Item Description & Minimum Technical Specification

2 x	Chemical Absorbent Booms/Socks (Approx. 1.2m x 7.6cm): 100% polypropylene skin and filler treated with surfactant. Designed to be bent around the perimeter of the spill to dam and isolate the acid, preventing it from running under lab benches or into floor drains.
15 x	Chemical Absorbent Pads/Sheets (Approx. 40cm x 50cm): Heavy-weight, sonic-bonded, dimpled polypropylene pads. Must be highly absorbent, lint-free, and color-coded Pink or Yellow (the universal industry code for hazardous chemical absorbents).
2 x	Acid Neutralizing Granules / Powder (Minimum 1kg Shaker Bottles): A specialized chemical compound formulation that actively changes colour (e.g., transitions from red/yellow to green) as it neutralizes the pH level of the acid spill, rendering the liquid safe for handling.
2 x	Heavy-Duty Hazardous Waste Disposal Bags: 100-micron thick, bright yellow plastic bags pre-printed with the Biohazard/Hazardous Chemical warning logo, supplied with heavy-duty cable ties for secure neck-sealing.
1 x Set	Non-Sparking Chemical Dustpan and Scraper/Spade: Constructed entirely from injection-molded Polypropylene. Absolutely no metal components are permitted, as acids will corrode metal and create highly volatile, explosive hydrogen gas mixtures upon contact.
2 x Pairs	Heavy-Duty Chemical Gauntlet Gloves: Extended-cuff green Nitrile or Neoprene gloves certified to SANS 50374 (Type A) with a minimum thickness of 0.55mm to protect the spill responder's forearms.
2 x Pairs	Splash-Proof Safety Goggles: Indirectly vented chemical splash goggles certified to SANS 166 (Code 3).

Logistics, Sizing & Compliance Registers

- Quality & Expiration Log: Every spill kit must be delivered with a laminated Internal Content Checklist and Step-by-Step Spill Response Instruction Sheet attached to the underside of the lid.
- Logistics & Sorting: The successful bidder must supply kits fully assembled and pre-packed, sorted according to the specific regional PPECB offices and laboratories that placed the order, delivering directly to those offices across South Africa.

Estimated Annual Volumes

No.	Product Description	Size	Estimated Annual Quantities
1	THERMAL LAB COATS (WHITE)-LONG SLEEVE	81 - 112	350
2	THERMAL LAB COATS (WHITE)-LONG SLEEVE	117	80
3	THERMAL LAB COATS (WHITE)-LONG SLEEVE	122	30
4	THERMAL LAB COATS (WHITE)-LONG SLEEVE	127	20
5	THERMAL LAB COATS (WHITE)-LONG SLEEVE	132	5
6	THERMAL LAB COATS (WHITE)-LONG SLEEVE	137	10
7	THERMAL LAB COATS (WHITE)-LONG SLEEVE	142	5
8	THERMAL LAB COATS (WHITE)-LONG SLEEVE	147	20
	TOTAL		520
9	ACID-RESISTANT LABORATORY COATS (NAVY BLUE)	81 - 112	250
10	ACID-RESISTANT LABORATORY COATS (NAVY BLUE)	117	70
11	ACID-RESISTANT LABORATORY COATS (NAVY BLUE)	122	20
12	ACID-RESISTANT LABORATORY COATS (NAVY BLUE)	127	15
13	ACID-RESISTANT LABORATORY COATS (NAVY BLUE)	132	5
14	ACID-RESISTANT LABORATORY COATS (NAVY BLUE)	137	10
15	ACID-RESISTANT LABORATORY COATS (NAVY BLUE)	142	5
16	ACID-RESISTANT LABORATORY COATS (NAVY BLUE)	147	10
	TOTAL		385
17	THERMAL FREEZER SUIT (JACKET)	SMALL	40
18	THERMAL FREEZER SUIT (JACKET)	MEDIUM	50
19	THERMAL FREEZER SUIT (JACKET)	LARGE	40
20	THERMAL FREEZER SUIT (JACKET)	X-LARGE	30
21	THERMAL FREEZER SUIT (JACKET)	2XL	20
22	THERMAL FREEZER SUIT (JACKET)	3XL	10
23	THERMAL FREEZER SUIT (JACKET)	4XL	5
	TOTAL		195
24	THERMAL FREEZER SUIT(TROUSERS)	S	20
25	THERMAL FREEZER SUIT(TROUSERS)	M	20
26	THERMAL FREEZER SUIT(TROUSERS)	L	20
27	THERMAL FREEZER SUIT(TROUSERS)	2XL	20
28	THERMAL FREEZER SUIT(TROUSERS)	3XL	20
	TOTAL		100
29	TWO-PIECE CONTI SUITS	SMALL	20
30	TWO-PIECE CONTI SUITS	MEDIUM	20
31	TWO-PIECE CONTI SUITS	LARGE	20
32	TWO-PIECE CONTI SUITS	X-LARGE	20

No.	Product Description	Size	Estimated Annual Quantities
33	TWO-PIECE CONTI SUITS	2XL	20
34	TWO-PIECE CONTI SUITS	3XL	20
35	TWO-PIECE CONTI SUITS	4XL	20
	TOTAL		100
36	TWO-PIECE WATERPROOF RAIN SUIT	S	20
37	TWO-PIECE WATERPROOF RAIN SUIT	M	20
38	TWO-PIECE WATERPROOF RAIN SUIT	L	20
39	TWO-PIECE WATERPROOF RAIN SUIT	2XL	20
40	TWO-PIECE WATERPROOF RAIN SUIT	3XL	20
41	TWO-PIECE WATERPROOF RAIN SUIT	4XL	20
	TOTAL		120
42	HIGH-VISIBILITY REFLECTOR VESTS	S	20
43	HIGH-VISIBILITY REFLECTOR VESTS	M	20
44	HIGH-VISIBILITY REFLECTOR VESTS	L	20
45	HIGH-VISIBILITY REFLECTOR VESTS	2XL	20
46	HIGH-VISIBILITY REFLECTOR VESTS	3XL	20
	TOTAL		100
47	HIGH VISIBLE VEST FOR FIRE FIGHTERS	S	20
48	HIGH VISIBLE VEST FOR FIRE FIGHTERS	M	20
49	HIGH VISIBLE VEST FOR FIRE FIGHTERS	L	20
50	HIGH VISIBLE VEST FOR FIRE FIGHTERS	2XL	20
51	HIGH VISIBLE VEST FOR FIRE FIGHTERS	3XL	20
	TOTAL		100
52	WOMEN'S TWO-PIECE POLYCOTTON OVERALL SET	S	20
53	WOMEN'S TWO-PIECE POLYCOTTON OVERALL SET	M	20
54	WOMEN'S TWO-PIECE POLYCOTTON OVERALL SET	L	20
55	WOMEN'S TWO-PIECE POLYCOTTON OVERALL SET	2XL	20
56	WOMEN'S TWO-PIECE POLYCOTTON OVERALL SET	3XL	20
	TOTAL		100
57	WOMEN'S POLYCOTTON CLEANING PINAFORE (TABARD)	S	20
58	WOMEN'S POLYCOTTON CLEANING PINAFORE (TABARD)	M	20
59	WOMEN'S POLYCOTTON CLEANING PINAFORE (TABARD)	L	20
60	WOMEN'S POLYCOTTON CLEANING PINAFORE (TABARD)	2XL	20
	TOTAL		80
61	PACKHOUSE INSPECTION RESPIRATORY MASKS (FFP2)	ALL SIZES	10
62	LABORATORY REUSABLE CHEMICAL RESPIRATORS	ALL SIZES	10
63	INDUSTRIAL SAFETY HARD HATS (TYPE 1)	ALL SIZES	10

No.	Product Description	Size	Estimated Annual Quantities
64	HIGH-PERFORMANCE SAFETY GOGGLES & EYE PROTECTION	ALL SIZES	100
65	WIDE-VISION SAFETY GOGGLES	ALL SIZES	50
66	INDUSTRIAL RECHARGEABLE LED HEADLAMP WITH MOTION SENSOR	ALL SIZES	50
67	Reusable Single Half-Mask Facepiece	ALL SIZES	50
68	Reusable Twin (Double) Half-Face Mask Respirator	ALL SIZES	50
69	Gas & Vapour Filter Cartridges (3M Reusable Series / Equivalent)	ALL SIZES	50
70	ULTRA-HIGH PROTECTION LABORATORY CHEMICAL GLOVES (ACID-PROHIBITION TIER)	ALL SIZES	size100 boxes of each
71	Mechanical Cut Level 5 Gloves	ALL SIZES	size100 boxes of each
72	Heat-Resistant Silicone Gloves	ALL SIZES	size100 boxes of each
73	Synthetic Thermal Freezer Gloves (100% Latex-Free)	ALL SIZES	size100 boxes of each
74	Chemical-Resistant Nitrile Gloves	ALL SIZES	size100 boxes of each
75	Industrial Hearing Protectors (Earplugs / Earmuffs)	ALL SIZES	size100 boxes of each
76	Mop Cap (21" navy, double elastic)	ALL SIZES	50
77	REGULATION 7 FIRST AID KIT – OFFICE PREMISES	ALL SIZES	50
78	HIGH-SECURITY REGULATION 7 FIRST AID KIT – ISO 17025 LABORATORY PREMISES	ALL SIZES	50
79	25L CHEMICAL / HAZARDOUS ACID BUCKET SPILL KIT	ALL SIZES	50
80	PROFIT ECONA CHELSEA – MALE & FEMALE	2-10	10
81	SISI SYDNEY BOOT FOR THE FEMALE & MALE	2-12	57
82	LEMAITRE CHELSEA SAFETY BOOTS – MALE & FEMALE	2-10	127
83	BARRON ARMOUR SATETY SHOE MALE & FEMALE	2-10	16
84	HI -TEC INTERCEPTOR TELEZA CHELSEA BLACK	2-10	20
85	LEMAITRE MAXECO STC SAFETY BOOTS BLACK FOR BOTH MALES & FEMALES	2-12	140
86	BOVA CHELSEA SAFETY BOOTS STC BLACK – MAKE & FEMALE	2-12	30
	TOTAL		195
87	ACID-RESISTANT LABORATORY (JACKET NAVY BLUE) FOR FEMALE AND MALE	SMALL	40
88	ACID-RESISTANT LABORATORY (JACKET NAVY BLUE) FOR FEMALE AND MALE	MEDIUM	50
89	ACID-RESISTANT LABORATORY (JACKET NAVY BLUE) FOR FEMALE AND MALE	LARGE	40
90	ACID-RESISTANT LABORATORY (JACKET NAVY BLUE) FOR FEMALE AND MALE	X-LARGE	30
91	ACID-RESISTANT LABORATORY JACKET NAVY BLUE) FOR FEMALE AND MALE	2XL	20

No.	Product Description	Size	Estimated Annual Quantities
92	ACID-RESISTANT LABORATORY (JACKET NAVY BLUE) FOR FEMALE AND MALE	3XL	10
93	ACID-RESISTANT LABORATORY (JACKET NAVY BLUE) FOR FEMALE AND MALE	4XL	5
	TOTAL		195
94	ACID-RESISTANT LABORATORY (TROUSER NAVY BLUE) FOR FEMALE AND MALE	S	40
95	ACID-RESISTANT LABORATORY (TROUSER NAVY BLUE) FOR FEMALE AND MALE	M	50
96	ACID-RESISTANT LABORATORY (TROUSER NAVY BLUE) FOR FEMALE AND MALE	L	40
97	ACID-RESISTANT LABORATORY (TROUSER NAVY BLUE) FOR FEMALE AND MALE	2XL	30
98	ACID-RESISTANT LABORATORY (TROUSER NAVY BLUE) FOR FEMALE AND MALE	3XL	20
100	ACID-RESISTANT LABORATORY (TROUSER NAVY BLUE) FOR FEMALE AND MALE	4XL	10

Branding Guidelines:

- The PPECB logo featured below is to appear on the items (in either white or navy depending on the colour of the item)
- Embroidery fees and all set-up costs are to be included in the price quoted
- Prior to the confirmation of all orders, artwork is to be sent to the PPECB for approval



Sizes

- The successful bidder is to ensure that the items are correctly labelled with the correct size
- The successful bidder is to ensure that sizes are in line with commonly accepted sizing standards in South Africa

Samples

- Following appointment, the service provider is to provide a sample of the selected items before the first order is confirmed.
- A sample supplied by the bidder is to be provided for the acid-resistant lab coats
- Samples submitted with the tender response do not need to be branded

Final Approval

- The PPECB is to approve the sample of each item (Freezer and White Coats) before the order is processed

Security and Insurance Requirements

- **Security Measures**

The bidder shall ensure that adequate security measures are in place at the storage premises to safeguard the items prior to delivery. Such measures may include, but are not limited to, security gates, alarm systems, and/or on-site security personnel.

- **Right of Inspection**

The PPECB reserves the right to inspect and/or visit the bidder's premises where the items are stored at any time, as part of its due diligence process.

- **Loss, Damage, or Theft**

In the event of any loss, damage, or theft of the items while in the bidder's possession and prior to delivery to the PPECB, the bidder shall, at its own cost, replace the affected items within four (4) weeks from the date of the incident.

- **Insurance Coverage**

The bidder must maintain adequate insurance coverage for all PPECB items while in their possession and prior to delivery. This insurance shall cover risks including, but not limited to, theft and fire.

A copy of the insurance policy, or a formal confirmation letter from the insurer verifying such coverage and confirming that the storage premises are insured, must be submitted together with the tender.

- **Responsibility for Items**

The bidder shall bear full responsibility for the security and insurance of the items at all times until such time as the PPECB has formally taken receipt of the items.

Availability of Stock and Product Requirements

- Should any of the listed products be unavailable due to stock shortages or be discontinued during the contract period, the PPECB reserves the right to require the appointed supplier to provide suitable alternative products of equal or superior quality and specification.
- The PPECB further reserves the right to amend its requirements at any time, including the decision not to procure any of the listed items or to procure alternative Personal Protective Equipment (PPE), based on operational needs and business requirements.
- In addition, should new PPE products become available on the market, or if the PPECB's needs change during the contract period, the PPECB reserves the right to source and procure alternative products to those originally specified.

Ordering Process

- The PPECB reserves the right to place orders on a staggered basis, as and when items are required, throughout the duration of the contract.
- No minimum order quantities shall apply to any of the listed items.
- Upon appointment, the PPECB will communicate the required quantities to the Supplier and request a quotation for the specified items.
- Prior to submitting a quotation, the Supplier shall confirm the availability of the requested products in the required quantities and sizes.

- If the quotation is accepted, PPECB will notify the Supplier and issue an official Purchase Order (PO).
- Upon receipt of the Purchase Order, the Supplier shall secure the required stock and immediately inform PPECB of any stock shortages or unavailability, including size constraints.
- All ordered items must be delivered within four (4) weeks from the date of order confirmation (i.e., receipt of the PO).
- The Supplier shall ensure that all goods are delivered:
 - Within the agreed timeframes,
 - In the quantities ordered,
 - In the correct sizes, and
 - To the specified delivery locations.

Payment Terms

- Payment will be made within 30 days from the date of invoice, provided that the items have been received in full, in accordance with the accepted quotation, and comply with all contractual terms and specifications.
- Under no circumstances will payment be made prior to the successful and complete delivery of the items.
- The PPECB reserves the right to withhold payment if items are not delivered, or if they are delivered in an unsatisfactory condition, of poor quality, or in incorrect quantities or sizes.
- Upon notification of an incorrect or unsatisfactory order, the supplier shall have 14 days to rectify the issue and deliver the correct items in accordance with the original order.

Quality Control for PPE

- Ensure PPE complies with **national and international standards** (e.g., ISO, SANS, ANSI, EN standards).
- Confirm **consistent product performance** and durability.
- Identify defects before PPE reaches users.
- Protect workers from **health and safety risks**.
- Check raw materials before production:
 - Fabric strength and fire resistance
 - Chemical resistance (for gloves/clothing)
 - Impact resistance (helmets)
 - Check raw materials before production:
 - Certification documents from suppliers

Compliance & Certification

PPE must meet regulatory standards such as:

- **ISO 9001** (quality management system)
- **ISO 20345** (safety footwear)
- **EN 166** (eye protection)
- **SANS standards** (South Africa)

5 Delivery Locations

- The service provider shall deliver items to all PPECB Regional Offices listed below and/or Sub offices and any other locations designated by the PPECB throughout South Africa, including but not limited to those locations communicated by the PPECB during the contract period.
- Delivery costs are **not to be included** in the pricing proposal but rather must be quoted separately for each order.

Regional Office	Address
Head Office	PPECB, 45 Silwerboom Avenue, Platteklouf, Cape Town, 7560
Gauteng Office and Laboratory	PPECB, Centurion Close, Block B, 119 Gerhard Street, Centurion, 0157
Ceres	PPECB, 37 Voortrekker Road, Van Eeden Building, Ceres, 6835
Citrusdal	PPECB, 97 Lang Street, Piketberg, 7320
Durban	PPECB, 2 Old Mission, Bluff, Durban, 4052
Grabouw	PPECB, Cnr. Forest Ave & Hofmeyr St, Grabouw, 7160
Groblersdal	PPECB, 17 Gembok Street Groblersdal 0470
Montague Gardens	PPECB, Unit A5 Arden Grove Park, Corner Racecourse & Omuramba Road, Montague Gardens, 7441
Nelspruit	PPECB, 5 Emkhe Street, Nelspruit 1200
Paarl	PPECB, Zomerlust Estate, Bergrivier Boulevard, Paarl, 7646
Port Elizabeth	PPECB, 63 Newton Street, Newton Park, 6055
Robertson	PPECB, 12 Paul Kruger Street, Robertson, 6705
Tzaneen	PPECB, 2 Thiem Street, Tzaneen, 0850

6 Instructions for Submitting Tender Response

6.1 General Submission Instructions

6.1.1 The tender must be submitted in **dual** format:

6.1.1.1 A **hard copy** submission, that must be delivered to the designated PPECB Tender Box (refer section 5.3 for physical submission instructions); and

6.1.1.2 An **electronic** submission, that must be stored via Microsoft OneDrive and shared with the email address specified in section 5.4 (refer to section 5.4 for further instructions on the electronic submission).

6.1.2 The hardcopy submission (in the tender box) and the electronic submission (via email) must be delivered to the designated addresses **before** the tender closing date and time.

6.1.3 In the event of a conflict between the contents of the electronic submission and the hard copy submission, the hard copy submission will take precedence.

6.1.4 No late bid responses will be considered.

6.1.5 The tender must be submitted on the Forms of Tender incorporated herein. The forms must be duly signed by each Bidder and submitted in the sequence listed in paragraph 6.2

6.1.6 Envelope submission: Two Envelopes

6.1.7 Proposals must consist of two parts, each of which is submitted in a separate package clearly marked:

6.1.8 **Envelop 1 – Technical Proposal: RFP/COO/OPS/PPE/2026/5 The Supply and Delivery of Personal Protective Equipment to the PPECB (No Pricing in this envelope)**

Bidders must submit one (1) signed, completed original of the Technical Proposal, together with one (1) electronic copy (in PDF format) via Microsoft One Drive (unencrypted). The envelope must

contain all information and documentation relating to the tender. Refer to Structure of the Proposal below.

- 6.1.8.1 **No pricing** information must be included in Envelope One (Non-compliance will result in automatic disqualification).

Envelope 2 – Pricing Proposal: RFP/COO/OPS/PPE/2026/5 - The Supply and Delivery of Personal Protective Equipment to the PPECB

Bidders must submit one (1) signed, completed original Price Proposal (pricing schedule/schedule of rates as applicable), together with one (1) electronic copy (in MS-Excel format) via One Drive (unencrypted). No technical information must be included in Envelope Two.

6.2 Structure of the Proposal

Envelope 1: Technical Proposal

1.	Bidder's Cover letter on Company Letterhead
2.	Table of Contents Page
3.	Bidders written technical proposal, providing evidence/support for technical evaluation
4.	Specification document, with the declaration section on page 17, completed and signed by the bidder
5.	SBD 1 – Invitation to Submit Proposal
6.	SBD 4 – Bidder Declaration
7.	SBD 6.1 - Preference Point Claim Form
8.	Valid B-BBEE Certificate ** For a Joint Venture or Consortium, the consolidated B-BBEE certificate of the joint venture or consortium must be submitted (refer paragraph 3.11.1)
9	Non-Disclosure Agreement -Annexure A
10.	Tax Compliance Pin Certificate
11.	In case of a proposal from a joint venture, consortium or subcontracting, the following must be submitted: • Joint Venture Agreement including split of work and rand value signed by both parties; • The Tax Clearance Certificate / Proof Tax Compliance of each joint venture member; • Proof of ownership/shareholder certificates/copies of Identity document; and • Company registration certificates

Envelope 2: Pricing Proposal

1.	SBD 3.2 – Pricing Schedule
----	----------------------------

6.3 Physical Submission - Tender Packaging and Delivery

- 6.3.1 The Technical and Pricing Proposal must be split into two separate envelopes, both sealed, which must then be placed together in an outer envelope or parcel, which must also be sealed.
- 6.3.2 The outer envelope or packaging must be sealed and marked with the following information:

Tender: RFP/COO/OPS/PPE/2026/5 The Supply and Delivery of Personal Protective Equipment to the PPECB

Venue: THE PERISHABLE PRODUCTS EXPORT CONTROL BOARD (PPECB)
45 Silwerboom Avenue
Platteklouf
Cape Town, 7500

- 6.3.3 The sealed Tender submission documents must be placed in the Tender Box in the main reception area at the PPECB Head Office no later than the closing date and time stipulated in the Tender Summary Information (refer cover page).
- 6.3.4 Failure to comply with these instructions may result in the tender being considered ineligible.

6.4 Electronic Submission

- 6.4.1 An electronic copy must be submitted online via Microsoft OneDrive and shared with email address Mphumzim@ppecb.com and ppecb-procurement@ppecb.com.
- 6.4.2 The electronic submission must be structured in the same sequence as the physical submission (Individually filed in folders and named accordingly)
- 6.4.3 The electronic copy must be in PDF format with all the relevant documents signed as per hard copy original, but the electronic version must also have the completed pricing matrix in EXCEL format, unencrypted.

7 Evaluation Process and Criteria.

The tender evaluation process will be conducted in compliance with the relevant Supply Chain acts (including, the Public Finance Management Act of 1999, Preferential Procurement Policy Framework Act of 2000, etc.), its associated Regulations, and PPECB's Procurement and Preferential Procurement Policies.

The bids will be evaluated based on the following stages and further described below:

- Stage 1 – Administrative/Compliance Evaluation.
- Stage 2 – Functional / Technical Evaluation.
- Stage 3 – Price and Specific Goals;
- Stage 4 – Site Visit and
- Stage 5 – Objective Criteria (Risk) Evaluation.

Should a bidder fail on any of the previous stages, they will be disqualified and not be considered for any of the follow-on stages. These different stages are further described below.

7.1 Stage 1 – Administrative/Compliance Evaluation

- The bidders will be evaluated on the returnable documents for administrative compliance and to confirm if the bidder meets all the terms and conditions of bid as referenced in this document, including all annexures.

7.2 Stage 2 - Functional / Technical Evaluation

This bid will be evaluated on functionality. The functional / technical evaluation is further sub- divided in the following sub-stages.

7.2.1 Weighted/Rated Technical Evaluation

Bidders will be evaluated based on the following Weighted/Rated Technical/Functional Evaluation Criteria.

Failure to submit any of the required documentation, points may not be awarded.

	Technical Evaluation	Minimum Points	Maximum Points
1.	Lead Time Capability: The lead time for delivery from the date of approval and confirmation of order is stated as below. a) Ability to deliver Freezer Jackets and White Coats - Lead time "Less than 6 Weeks" = 10 points - Lead time "6 - 8 weeks" = 5 points - Lead time "More than 8 weeks" = 0 points b) Ability to deliver Reflective Vests - Lead time "Less than 4 weeks" = 10 points - Lead time "4 - 5 weeks" = 5 points - Above 5 weeks = 0 points c) Other PPE Items	10	30

	- Lead time "Less than 3 weeks" = 10 points - Above 3 weeks = 0 points		
2.	Payment Terms: Payment terms are to be clearly stated. a) 30 days from invoice date following delivery = 15 points b) Less than 30 days from invoice date = 10 points c) If deposit is required = 0 points		15
3.	References: (Provide at least 3 contactable written reference letters from clients (on the client letter head) not older than 3 years, where protective wear has been supplied) a) 3 Or More written reference letters = 15 points b) 2 written reference letters = 10 points c) 1 written reference letter = 5 points Reference letters are to include information on the below: ▪ The nature of the products received from the bidder ▪ The quality of the products received ▪ Satisfactory deliveries on time as per agreed lead times ▪ The overall service received from the bidder Please note that PPECB reserves the right to contact the clients for a reference check. It is therefore important to ensure that the clients listed on the schedule are contactable.		15
4.	Company Background: Please state the length of your experience in the manufacturing, supply, and delivery of the specified protective wear. (Please provide company profile) a) More than 5 years = 20 points b) 3 - 5 years = 15 points c) 1 - 2 years = 5 points		20
5.	Fabric/Colour: The bidder is to state the specification of the fabric used for each item quoted. Fabric and colour are to comply with specifications. ○ Freezer jackets = 10 ○ White Coats = 10 ○ Reflective Vests = 5 ○ Lab coats = 10 (The label on the samples should confirm the material used, copy of the Lab certificate must be attached)	35	35
6.	Labelling: Items quoted are to be labelled as per the specification. Bidders are to confirm in the tender response. Freezer Jacket = 10 points ○ Freezer Jackets must all be labelled in the collar with the size of the Jacket White Coats = 10 points ○ White Coats must all be labelled in the collar with the size of the jacket.		30

	Lab Coats = 10 points Lab coats must all be labelled in the collar with the size of the jacket		
7.	Quality of samples: The stitching, fabric, creation and finishing of the sample items are to be durable and of a high quality. The samples are as per the specification. (Please provide 1 sample for all the items listed.) - Freezer Jackets – 10 points - White Coats – 10 points - Reflective Vests = 10 - Lab Coats = 10	40	40
8	Lab Certification: Use of durable material for Lab purposes (SABS approved), provide documentation confirming the material has been tested and approved by SABS. Lab certification is to confirm the fabric tested.		10
9.	Packaging/Delivery: Packaging and delivery arrangements and costs are to be clearly stated in the proposal. Packaging of all items is to be as per the below specification, and bidder must confirm in writing. - Orders are to be packed by the supplier according to the office that placed the order and delivered to the relevant office. = 5 points - Each item is to be packed in a transparent plastic bag before being boxed. = 5 points - The ability to deliver to all PPECB Regional offices nationally = 5 points		15
10.	Insurance and Security - The bidder must provide the full physical address of the site where the items will be supplied and stored = 5 points - State what security measures are in place (security gates, alarm system and/or security guard. = 5 points - Provide a copy of insurance policy or a letter of confirmation from Insurers confirming that the premises where items will be Stored is insured for theft/fire is to be provided with the tender response. = 10 points As part of due diligence process the bidder's premises will be subject to physical inspection by a PPECB representative.	10	20
	Total Points		230

Functional Threshold

The minimum functional threshold is **180 Points**. Bidders who score less than this threshold will be disqualified and not be considered for any further evaluation. In addition to the overall score, the bidders must also score higher than the individual sub-minimum points per criteria, where applicable.

VERY IMPORTANT:

- Technical documents must be arranged in sequence of the above criteria in a pack with clearly marked sections according to the headings listed above.
- Complete the “Bidder page reference and page number” in the table above to ensure that your responses to the technical evaluation can be located.

7.3 Stage 3 - Price and Specific Goals

All bidders that pass all previous stage of evaluation (acceptable bidders) will qualify to be further evaluated on Price and Preference/Specific Goals (B-BBEE).

7.4 Stage 4 – Site Visit

All Bidder(s) that pass all previous stages of evaluation (Stage 1,2&3) will qualify to be further evaluated in Stage 4. A risk assessment of the Bidder (s) and a site inspection of their official business premises is to be conducted by two bid evaluation committee members and feedback is to be provided to the bid evaluation committee.

Bidder to confirm in writing that PPECB shall be given access to visit site when requested and provide premises site address.

The site inspection will be scored as per the below table (Successful bidders will move to stage 4).

Criteria	Description	Max Points
Physical Address of the Facility/site	Full, verifiable physical address including region and contact details	5
Security measures in place	Access control systems, surveillance (CCTV), and safety/security protocols	10
Account Manager/Personnel	Identified account manager or responsible personnel with clear contact details	5
Quality control measures and person	Defined quality control processes, relevant certifications, and dedicated QC personnel	10
Storage facility	Adequate storage conditions (cleanliness, organization, temperature/humidity control where applicable)	5
Total Points		35

The minimum threshold for the technical evaluation is 25 points out of 35 points and any bid that obtains points below 25 points will be disqualified and will not be evaluated for price and preferential points.

The bid will be evaluated using the **80/20** preference point system as per the current Preferential Procurement Regulations.

Bidders that passed the previous evaluation stage(s) will be evaluated on one of the following two options:

POINTS AWARDED FOR SPECIFIC GOALS

- 3.1. 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:
- 3.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will

apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

(Note to organs of state: Where the 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.)

No	Specific Goal	Supporting Evidence	Preference Points	Number of points claimed (80/20 system) (To be completed by the bidder)
1	Small business including EMEs or QSEs;	Proof of B-BBEE status level of contributor, specifically in line with the respective Sector Codes which the company operates - SANAS Approved certificate or Commissioned affidavit or Annual Financial Statements	Total Points: 10 EME = 10 QSE = 10 Generic = 5	
2	Black woman ownership	Proof of B-BBEE status level of contributor, specifically in line with the respective Sector Codes which the company operates - SANAS Approved certificate or Commissioned affidavit or Annual Financial Statements	Total Points: 10 <i>% Shareholding and Points allocation out of total of 10 points.</i> 70% to 100% = 10 51% to 69.99% = 5 30% to 50.99% = 3 Below 30% = 0	
Total Specific Goals			20	

7.5 Stage 5 - Objective Criteria

In terms of Preferential Procurement Regulation 11 and section 2(1)(f) of the Preferential Procurement Policy Framework Act, the PPECB may consider the following objective criteria in the bid award:

- 1) The risk of fruitless and wasteful expenditure to the PPECB;
- 2) The risk of an abnormally low bid;
- 3) The risk of a material irregularity;
- 4) The PPECB reserve the right not to consider bids from Bidders who are currently in litigation with the PPECB; and
- 5) The PPECB further reserve the right not to award this tender to any Bidder based on the proven poor record of accomplishment of the Bidder in previous projects within the PPECB and the referee submitted by the Bidder.

8 Financial Proposal

Points awarded for price

Note: The Bidder's Proposal must set out all pricing assumptions.

All prices must be inclusive of VAT.

8.1 Notes on Quantities and Pricing

- a) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule will result in a bid being declared non-responsive.
- b) Please note that should you have offered a discounted price(s), PPECB will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- c) Suppliers must submit a price schedule in which they set out the total cost breakdown of the prices they have quoted in their proposals.
- d) Please take note that the specified volumes are estimates and subject to change due to the seasonal resourcing fluctuations of the PPECB.
- e) Errors and omissions will not be accepted and only the total price submitted in your bid will be considered.
- f) The Tender must be quoted in its entirety in the pricing schedule. No portion may be left blank – failure to quote on all components will disqualify you from the tender process.
- g) Please ensure that a detailed description accompanies the pricing schedule that describes how the pricing has been derived.
- h) The price submitted will be used for evaluation purposes only.

9 General Conditions of Contract and Special Conditions of Contract

9.1 The National Treasury's General Conditions of Contract (GCC) will apply and is enforceable on this tender (Refer **Annexure B**).

- 9.1.1 PPECB may not amend the GCC but may supplement this with its own Special Conditions of Contract (SCC), which commence **at Paragraph 8.2**.
- 9.1.2 Where there is a conflict between the GCC and the SCC the provisions of the SCC shall prevail.

9.2 Special Conditions of Contract

- 9.2.1 The PPECB reserves the right to reject any proposal found to be inadequate or non-compliant to the Terms of Reference.
- 9.2.2 The PPECB needs to be formally informed of any change/replacement of approved resources.
- 9.2.3 Non-Disclosure of Information
- 9.2.4 The successful Bidder will be required to sign a formal agreement with the PPECB.
- 9.2.5 The Bidder may not intend to assign, in whole or in part, any of its obligations to perform in terms of the contract to any third party, unless prior consent is obtained in writing.
- 9.2.6 A Bidder may not intend to cede his right to payment in terms of a contract to a third party without prior written consent.

9.3 Insurance

- 9.3.1 The successful bidder will be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all descriptions issued in connection with this Tender.
- 9.3.2 Upon award of contract and prior to beginning work, the successful bidder must provide proof of insurance. Insurance must be maintained for the duration of the contract.
- 9.3.3 Bidders are required to provide a sample certificate of insurance that indicates your company's limitations of liability as part of your tender response.
- 9.3.4 The bidder is to submit a copy of their public liability insurance

9.4 Assignment and Cession

- 9.4.1 A Bidder may not assign, in whole or in part, any of its obligations to perform in terms of the contract to any third party.

- 9.4.2 A Bidder may not intend to cede his right to payment in terms of a contract to a third party without prior written consent.

9.5 News and press releases

Bidders or their agents shall not make any news releases concerning this Tender or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with the PPECB.

9.6 Quality

- 9.6.1 The quality of the products/services delivered shall not differ from that specified in Point 7 of this document.

9.7 Payment

- 9.7.1 The PPECB shall pay the price to the appointed Bidder in accordance with the contract signed pursuant to the award of this tender, which payment shall be subject to:

- 9.7.1.1 the price being in accordance with the agreed quotes and as per the contract;
- 9.7.1.2 the products/services being received and accepted by the PPECB in terms of the contract;
- 9.7.1.3 Goods and services VAT being included in the price.
- 9.7.1.4 A correct purchase order number being quoted on the tax invoice.

- 9.7.2 The **payments terms** shall be 30 days from invoice date.

9.8 Subcontracting will not be applicable for this tender

9.9 Duration of Contract

- 9.9.1 This contract and/or Service Level Agreement shall commence on the commencement date and terminate as per the agreement terms signed by both parties,
- 9.9.2 The duration of the agreement shall be subject to an annual performance review by the PPECB, which shall entitle the PPECB to cancel this agreement if the performance of the services do not meet the required agreed performance standards.
- 9.9.3 The PPECB reserves the right to terminate without penalty if the successful tenderer is not able to honour the terms and conditions specified by the contract. Further to this, should there be any risk in terms of reputational damage by association the PPECB reserves the right to cancel the contract.

9.10 Legal Jurisdiction

The laws of the Republic of South Africa shall govern this Tender and any subsequent agreement entered into. Bidders accept hereby that the courts of the Republic of South Africa shall have jurisdiction.

DECLARATION BY THE BIDDER

Only Bidders who have completed the declaration below will be considered for evaluation.

Tender No: **RFP/COO/OPS/PPE/2026/5 - The Supply and Delivery of Personal Protective Equipment to the PPECB**

I hereby undertake to render services described in the attached Tender documents to PPECB in accordance with the requirements and task directives / proposal specifications stipulated in the Tender mentioned above at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the PPECB during the validity period indicated and calculated from the closing date of the proposal.

I confirm that I am satisfied with the correctness and validity of my proposal; that the price(s) and rate(s) quoted cover all the services specified in the proposal documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

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

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

I accept that the PPECB may take appropriate action should there be a conflict of interest or if this declaration proves to be false.

The bidder herewith consents to the processing of its Personal Information, as defined in the Protection of Personal Information Act 4 of 2013 and any other applicable data protection legislation, for the purposes of the evaluation, adjudication, and appointment of a successful bidder. Where applicable, the bidder warrants that it has obtained the necessary consent to process any personal information of its employees and/or any third parties whose personal information is provided for this bid. The bidder consents that the PPECB may verify personal information, where necessary, with the National Treasury CSD website and any other regulatory/industry or any accredited/certification bodies. Should the bidder wish to withdraw its consent as discussed above at any time, it must do so in writing and address such notification to the Procurement Manager of the PPECB. The personal information collected for the purpose of this bid will be retained for a period of three years after the bid has been awarded. The bidder further consents to retention of its information including personal information pursuant to this Agreement and agrees that such information may be stored on a private/public cloud hosted in Western Europe/European Union for the relevant retention periods as may be provided for in the PPECB's retention policy.

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

NAME (PRINT) Signature

DESIGNATION

WITNESSES:

1

2

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RFP/COO/OPS/PPE/2026/5	CLOSING DATE:	06 October 2026	CLOSING TIME:	11h00
DESCRIPTION	The Supply and Delivery of Personal Protective Equipment to the PPECB				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Head Office: 45 Silwerboom Ave, Platteklouf, Cape Town, 7560					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mpumzi Mehlomakulu		CONTACT PERSON	Mpumzi Mehlomakulu	
TELEPHONE NUMBER	021 930-1134		TELEPHONE NUMBER	021 930-1134	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Mphumzim@ppecb.com		E-MAIL ADDRESS	Mphumzim@ppecb.com,	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE**The Supply and Delivery of Personal Protective Equipment to the PPECB**Name of Bidder.....Bid number... **RFP/COO/OPS/PPE/2026/5**

Closing Time 11:00 Closing date...06 October 2026.....

OFFER TO BE VALID FOR...120.....DAYS FROM THE CLOSING DATE OF BID.

ITEM	DESCRIPTION				TOTAL COST
1	Total Inclusive Cost for the Services required				
				TOTAL	
				VALUE ADDED TAX	
				TOTAL INCLUSIVE OF VALUE ADDED TAX	

Pricing Notes

Please also include a price breakdown for the above Total Cost.

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**

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

2.2.1 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:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications

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.

or terms of reference for this bid.

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

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

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

.....
Signature Date

.....
Position Name of bidder

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**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 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
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 + \frac{P_t - P_{max} \square}{P_{max} \square} \right) & \mathbf{or} & P_s = 90 \left(1 + \frac{P_t - P_{max} \square}{P_{max}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Small Businesses		
EME	10	
QSE	10	
Enterprises with turnover above R50m	5	
Black Woman Ownership		
Black woman ownership	Total Points: 10 % Shareholding and Points allocation out of total of 10 points. 70% to 100% = 10 51% to 69.99% = 5 30% to 50.99% = 3 Below 30% = 0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Entered into between

1. The Perishable Products Export Control Board
(hereinafter referred to as the "PPECB")

2. The Bidder
(hereinafter referred to as the "Bidder")

Individually known as "Party" and Jointly known as the "Parties"

INTRODUCTION

- 1.1 WHEREAS some of the information contained in the Tender Documents and shared at compulsory briefing sessions (if held) or obtained during due diligence may be of a confidential nature and must only be used for purposes of responding to this RFP. This confidentiality clause extends to bidder partners whom you may decide to involve in preparing a response to this RFP.
- 1.2 AND WHEREAS the Parties do not wish such Confidential Information to be disclosed to third parties, or the general public, or to be used by the Receiving Party for his/her own benefit unless such Party has expressly consented to the disclosure of such information.
- 1.3 NOW THEREFORE the Parties agree to the terms and conditions stipulated hereunder.

2. DEFINITIONS

- 2.1 In this Agreement, unless the context indicates otherwise:
 - 2.1.1. "**Agreement**" means this Confidentiality and Non – Disclosure Agreement and any addendums and annexures thereto;
 - 2.1.2. "**Confidential Information**" means any information or data shared by the Disclosing Party which by its nature or content is identifiable as confidential and/or proprietary to the Disclosing Party and/or any third party, or which is provided or disclosed in confidence and which the Disclosing Party or any person acting on its behalf may disclose or provide to the Receiving Party or which may come to the knowledge of the Receiving Party by whatsoever means, including all information relating to the Disclosing Party's current and existing strategic objectives, its business activities, business relationships, technical, scientific, commercial, financial and market information and trade secrets, data concerning its architectural information, demonstrations, processes and machinery, all agreements to which it or its clients is/are a party, information relating to the Services and information relating to its clients and facilities and including in all cases the PPECB

Intellectual Property, PPECB Materials and PPECB Data (where PPECB is the Disclosing Party);

2.1.3. **"Data Protection Legislation"** means any and all laws relating to the protection of data or of Personal Information relevant to a Party, including POPIA, the GDPR (to the extent applicable) and the protection of Personal Information principles agreed to in this Agreement;

2.1.4. **"Data Subject"** means the person (whether natural or juristic) to whom Personal Information relates;

2.1.5. **"Disclosing Party"** means either Party and/or any third party to the extent that it discloses any Confidential Information in terms of this Agreement;

2.1.6. **"Effective Date"** means the date of signature by the Bidder;

2.1.7. **"GDPR"** means the General Data Protection Regulation 2016/679, as amended from time to time;

2.1.8. **"PPECB Data"** means PPECB Materials, data, processes, or information, including but not limited to Personal Information and Confidential Information, relating to PPECB, PPECB's personnel, PPECB board members, the customers of PPECB and PPECB's operations, business activities;

2.1.9. **"PPECB Intellectual Property"** includes but is not limited to;

- all current and future PPECB intellectual property rights of any kind whatsoever and however embodied which may subsist or be capable of protection wheresoever in the world, including (without limitation) patents, trademarks, present and future rights of copyright, rights in and to designs, design rights, drawings, specifications and business methods, rights in and to inventions, topography rights, rights in and to trade secrets, rights in and to trade names, business names, Internet domain names, logos and service marks, the right to keep information confidential and private, rights in and to know-how, rights in and to databases (including rights of extraction), data, source code, registered reports;
- PPECB Confidential Information (to the extent containing intellectual property of PPECB) as well as PPECB's product quality, food safety, orchard inspection, export certification and cold chain standardized applications and methodologies;
- the materials used within the Learning and Development Division to ensure the uniform interpretation and application of the standards and requirements as per the Agricultural Product Standards Act 119 of 1990 and its regulations, the Perishable Products Export Control Act 9 of 1983 and its regulations and the Perishable Products Export Control Bill;
- Standardized product quality and cold chain material knowledge, food safety market access training material;
- the proprietary PPECB software known as TITAN 2.0® and any updates, patches, fixes, upgrades or later versions thereof; and
- all rights and forms of protection of a similar nature or having equivalent effect to any of them which may subsist or be capable of protection as at the Effective Date or thereafter wheresoever in the world,

whether or not any of these is registered and including, but not limited to, applications for any such rights or registration thereof and any goodwill related to or arising from such rights;

- 2.1.10. **"PPECB Materials"** means all products, goods, software, software documentation, documentation, literature, materials, tools, data, information, databases, modules, components, compilations of data, methodologies, processes, policies, procedures, techniques, models, configurations, protocols, routines, interfaces (including API interfaces), reports, plans, notes, files, diagrams, manuals, templates, schematics, correspondence, designs, circuit designs, algorithms, specifications, records, equipment, hardware, servers, computers, platforms, computer code, derivative works, and works of authorship, and irrespective of the form and format of the foregoing and whether tangible or intangible, including without limitation PPECB Intellectual Property;
- 2.1.11. **"Personal Information"** shall have the meaning ascribed thereto in applicable Data Protection Legislation;
- 2.1.12. **"POPIA"** means the Protection of Personal Information Act, No. 4 of 2013, as amended from time to time;
- 2.1.13. **"Process"** shall have the meaning ascribed thereto in applicable Data Protection Legislation;
- 2.1.14. **"Receiving Party"** means the Party, other than the Disclosing Party, to the extent that it receives any Confidential Information from the Disclosing Party;
- 2.1.15. **"Staff"** means any employee, independent contractor, agent, consultant, or other representative of the Bidder; and
- 2.1.16. **"Subcontractor"** means a person other than the Bidder or its Staff who is contracted or appointed by the Bidder to perform any part of or provide the products, perform the services or deliver the obligations undertaken by the Bidder in terms of the Agreement, including its appointed sub-Processors.

2.2 In this Agreement unless the context indicates otherwise, words which refer to:

- 2.2.1 The singular shall include the plural and vice versa;
- 2.2.2 Any reference to a natural person shall include a reference to a juristic person and vice versa;
- 2.2.3 Clause headings shall only be utilised for convenience purposes and shall not be utilised in the interpretation of this Agreement;
- 2.2.4 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 2.2.5 Where any number of days is prescribed in this Agreement same shall be considered to be calendar days and reckoned exclusive of the first and inclusive of the last day unless the last day falls on a Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Sunday or public holiday in the Republic of South Africa;
- 2.2.6 The rule of construction that an agreement shall be interpreted against the party responsible for the drafting or preparation of the Agreement, shall not apply; and
- 2.2.7 The expiration or termination of this Agreement shall not affect those provisions of this Agreement which expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding the fact that the clauses themselves do not expressly provide for this.

3. COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the Effective Date and will continue for an indefinite period.

4. CONFIDENTIALITY OF INFORMATION

- 4.1 The Parties shall keep confidential and shall not disclose to any third party (other than for the purposes of performing services under this Agreement) any of the Confidential Information disclosed to either Party during the discussions or negotiations or implementation of this Agreement or at any time thereafter.
- 4.2 The provisions of 4.1 shall not apply to any Confidential Information which:
 - 4.2.1 is or hereafter becomes part of the public domain (otherwise than as result of a breach of the provisions of 4.1 above);
 - 4.2.2 can be shown to have been lawfully in the possession of the Receiving Party, or its affiliates, prior to its disclosure and is not subject to any existing Contract between the Parties and/or their affiliates;
 - 4.2.3 is acquired by a Party or its affiliates independently from a third party, who lawfully acquired such information without restriction, or information which acquired or developed by a Party or its affiliates independently without access or reference to Confidential Information of the Disclosing Party; or
 - 4.2.4 is disclosed or released with prior written authorisation by the Disclosing Party to satisfy an order of Court or otherwise comply with the provisions of any law or regulation in force at the time.
- 4.3 In the event of termination or cancellation of this Agreement, the Bidder shall return all PPECB Confidential Information to PPECB or destroy such Confidential Information and provide a signed certificate of destruction, at PPECB's election. The signed certificate shall stipulate the action taken in terms of the destruction of the Confidential Information as well as a warranty that the Confidential Information has been destroyed to provide assurance to the PPECB that this has been done.

5. PROTECTION OF PERSONAL INFORMATION

- 5.1 The Bidder acknowledges that the PPECB is required to Process the Bidder's Personal Information insofar as is necessary for the PPECB to comply with its obligations in terms of the Agreement.
- 5.2 It is recorded that, pursuant to its obligations under the Agreement, the Bidder may be required to Process the Personal Information of Data Subjects in connection with and for the purposes of complying with the Agreement.
- 5.3 The Bidder shall Process such Personal Information only:
 - 5.3.1 in compliance with Data Protection Legislation, the PPECB's instructions and the Agreement;
 - 5.3.2 for purposes connected with performing in terms of the Agreement or as specifically otherwise instructed or authorised by the PPECB in writing.
- 5.4 The Bidder shall treat the Personal Information that comes to its knowledge or into its possession as confidential and the Bidder shall comply with all the provisions of this clause 5, and not disclose such Personal Information without the prior written consent of the PPECB.
- 5.5 The Bidder warrants that it shall secure the integrity of the Personal Information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent:
 - 5.5.1 loss of, or damage to, or unauthorised destruction of the Personal Information; and/or

- 5.5.2 unlawful access to or unlawful Processing of the Personal Information.
- 5.6 In order to give effect to clause 5.5 above, the Bidder shall take reasonable measures to:
- 5.6.1 identify all reasonably foreseeable internal and external risks to the Personal Information in its possession or under its control;
 - 5.6.2 establish and maintain appropriate safeguards against the risks identified;
 - 5.6.3 regularly verify that these safeguards are effectively implemented; and
 - 5.6.4 ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards.
- 5.7 Within 5 Business Days of a request from the PPECB, the Bidder shall provide to the PPECB a written explanation and full details of the appropriate technical and organisational measures taken by or on behalf of the Bidder to demonstrate and ensure compliance with this clause.
- 5.8 The Bidder agrees that it may not modify any Personal Information which comes into its possession in terms of the Agreement, merge it with other data, commercially exploit it or engage in any other practice or activity that may in any manner adversely affect the integrity, security, or confidentiality of such Personal Information, other than as specifically permitted herein or as directed by the PPECB in writing.
- 5.9 In addition to any other obligations set out in the Agreement, the Bidder shall:
- 5.9.1 keep abreast of and comply with Data Protection Legislation at all times;
 - 5.9.2 limit further access to and disclosure of the Personal Information only to Staff who need to have access to such Personal Information to enable the Bidder to perform its obligations in terms of the Agreement;
 - 5.9.3 deal promptly and properly with all reasonable inquiries from the PPECB relating to the Bidder's Processing of the Personal Information and provide to the PPECB copies of the Personal Information in the format reasonably specified by the PPECB;
 - 5.9.4 promptly inform the PPECB of its inability to comply with the PPECB's instructions and this clause 5.2, in which case the PPECB is entitled to suspend the Bidder's access to the Personal Information and/or terminate the Agreement;
 - 5.9.5 provide the PPECB with full co-operation and assistance in relation to any requests for access to Personal Information or requests for the correction of Personal Information or complaints made by Data Subjects; and
 - 5.9.6 at the request of the PPECB or any regulatory body, submit its Personal Information Processing facilities for an audit of the Processing activities covered by the Agreement.
- 5.10 The Bidder shall notify the PPECB in writing:
- 5.10.1 within 1 Business Day or otherwise as soon as reasonably possible if any Personal Information has been or is reasonably believed to have been accessed or acquired by an unauthorised person or if a breach has occurred with reference to its use of the Personal Information under the Agreement. Such notification must provide sufficient information to allow affected individuals to take measures against the potential consequences of the compromise, including, if known to the Bidder, the identity of the unauthorised person who may have accessed or acquired the Personal Information;
 - 5.10.2 within 3 Business Days of receipt thereof, of any request for access to Personal Information or correction of Personal Information or complaints received by the Bidder and provide the PPECB with full details of such request or complaint; and
 - 5.10.3 promptly of any legally binding request for disclosure of Personal Information or any other notice or communication which relates to the Processing of the Personal Information from any regulatory, supervisory, or governmental body whatsoever.

- 5.11 The Bidder acknowledges and agrees that the PPECB and/or the applicable Data Subject retains all right, title, and interest in and to the Personal Information. The Bidder shall not possess or assert any lien or other right against or to such Personal Information and no such Personal Information shall be sold, assigned, leased, or otherwise disposed of to third parties by the Bidder or commercially exploited by or on behalf of the Bidder or its Staff.
- 5.12 Where applicable, the Bidder shall not be entitled to transfer Personal Information and other information, including Confidential Information, to a foreign country unless:
- 5.12.1 the Bidder is subject to Data Protection Legislation in such foreign country or binding corporate rules which provide an adequate level of protection that effectively upholds the protection of Personal Information principles contained in the Agreement; and
- 5.12.2 the PPECB consents in writing to such transfer of Personal Information to the foreign country in question.
- 5.13 The obligations in this clause 5 shall also apply to and extend to any Personal Information disclosed or received by the Bidder prior to the signature date of the Agreement.
- 5.14 The Bidder warrants that, where it discloses Personal Information to the PPECB, that it has obtained the necessary consent of the relevant Data Subject whose Personal Information it is disclosing under the Agreement and/or is otherwise authorised to make such disclosure to the PPECB in accordance with Data Protection Legislation.
- 5.15 The Bidder indemnifies the PPECB and holds the PPECB harmless from all losses, liabilities, penalties, fines, damages and claims, and related costs and expenses (including legal fees on the scale as between attorney and client, interest, and penalties) arising from any claim or action brought against the PPECB due to the Bidder's breach of the provisions of this Agreement.
- 5.16 Notwithstanding any other provision in the Agreement, this clause 5 shall survive any termination, cancellation, or expiration of the Agreement.

6. INTELLECTUAL PROPERTY

- 6.1 All Intellectual Property Rights belonging to a Party and/or its licensors prior the Effective Date will remain vested in that Party and/or its licensors.
- 6.2 Unless agreed by the Parties to the contrary, reduced to writing and signed by both Parties, all Intellectual Property rights in all proposals and documentation furnished by the PPECB in or in relation to this Agreement are and shall remain at all times vested in the PPECB.
- 6.3 All Intellectual Property Rights in and to any PPECB Materials shall vest in and shall remain vested in PPECB and where the Bidder is provided access to any PPECB Materials, the Bidder shall use such PPECB Materials strictly in accordance with the terms of this Agreement. The Bidder shall perform all such actions and take all such steps as may be reasonably required for the purpose of preserving or perfecting such vesting and shall only use PPECB Intellectual Property in accordance with this Agreement.
- 6.4 In the event of termination or cancellation of this Agreement, the Bidder shall return all PPECB Intellectual Property to PPECB.
- 6.5 Neither Party's trademarks nor brands shall be used by the other Party for any purpose without obtaining prior written consent of the relevant Party and then only in the manner prescribed.

7. BREACH

- 7.1 In the event that any Party (Defaulting Party) breaches any terms of this Agreement and fails to remedy such breach within 14 (FOURTEEN) business days of receipt of written notice by the other Party (Aggrieved Party) calling upon it to remedy such breach:
 - 7.1.1 Without prejudice to any other rights or remedies, the Parties acknowledge and agree that, in the event of any breach of this Agreement, the Aggrieved Party would irreparably and immediately suffer injury and damages would not be an adequate remedy for any breach of the provisions of this Agreement.
 - 7.1.2 If the Defaulting Party fails to remedy the breach within the period specified in such notice the Aggrieved Party shall be entitled to enforce the performance of the provisions of this Agreement by interdict or specific performance.
 - 7.1.3 Any such remedy shall be in addition to and not in lieu of any other remedies available at law, including monetary damages.

8. GENERAL

- 8.1 The Parties agree that this Agreement embodies the entire agreement between them and confirm that:
 - 8.1.1 this Agreement contains all the express provisions agreed on by the parties with regard to the subject matter of the Agreement and the parties waive the right to rely on any alleged express provision not contained in this Agreement;
 - 8.1.2 no Party to this Agreement may rely on any representation which allegedly induced that Party to enter this Agreement;
 - 8.1.3 none of the terms and conditions of this Agreement are capable of being waived, amended, added to, or deleted unless such waiver, amendment addition or deletion is reduced to writing and is signed by the Parties hereto;
 - 8.1.4 no indulgence granted by a Party shall constitute a waiver or abandonment of any of that Party's rights under this Agreement and accordingly that Party shall not be precluded, as a consequence of having granted that indulgence, from exercising any rights against the other Party which may have arisen in the past or which may arise in the future.
- 8.2 No addition to or variation, consensual termination or novation of this Agreement, and no waiver of any right arising from this Agreement or its breach or termination shall be valid or enforceable unless it is in writing and signed by all the Parties or their duly authorised representatives. For the purpose of this clause, a data message (within the meaning defined in the Electronic Communications and Transactions Act, no 25 of 2002) shall not be regarded as meeting the requirements of being in writing and signed.
- 8.3 The Bidder shall not cede, assign, abandon or transfer any of its rights and/or obligations in terms of this Agreement (whether in part or in whole) or delegate any of its obligations in terms of this Agreement, without the prior written consent of the PPECB.
- 8.4 The Parties undertake to do all such things, perform all such actions and to take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and/or import of this Agreement.
- 8.5 The Parties shall at all times exhibit the utmost good faith to each other.

- 8.6 The Parties warrant that they have read and understood the terms and conditions of this Agreement.
- 8.7 The representatives of the Parties warrant that they are duly authorised to sign this Agreement on behalf of the Parties.
- 8.8 The setting aside or suspension of any provision contained in this Agreement shall not render the Agreement void but instead the provision shall be severed from this Agreement or altered by a court of competent jurisdiction (if it is reasonable to do so having regard to the Agreement as a whole).

REPRESENTING the Bidder

SIGNED AT _____ on this day _____
of _____ 2022.

AS WITNESS:

.....

.....

.....

the Bidder

General Conditions of Contract

1. Definitions

1. 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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

- | | |
|--|--|
| 2. Application | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>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.</p> |

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections,
tests and
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable

difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

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

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss

or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

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