



## PRICE QUOTATION NO: ORT5-23/24-0024 ORR

### APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF BUILDING MATERIAL, EQUIPMENT AND TOOLS (AS AND WHEN REQUIRED) FOR A PERIOD OF 2 (TWO) YEARS AS PER SPECIFICATION TO THE EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

THE RELEVANT DESIGNATED SECTOR/S AND THEIR MINIMUM THRESHOLDS FOR LOCAL PRODUCTION & CONTENT FOR THE ITEMS ARE (WHERE APPLICABLE):

- a. Textile, clothing leather & footwear and the minimum threshold for local content at 100%
- b. Electrical Cable Products and the minimum threshold for local content at 90%
- c. Plastic Pipes & fittings and the minimum threshold for local content at 100%
- d. Cement and the minimum threshold for local content at 100%
- e. Steel Conveyance Pipes, Pipe Fittings and Specials and the minimum threshold for local content at 100%
- f. Steel Products and Components for Construction and the minimum threshold for local content at 100%
- g. Valves Products and Actuators and the minimum threshold for local content at 70%
- h. Pumps, medium voltage motors & associated accessories and the minimum threshold for local content at 100%
- i. Transformers, shunt reactors & associated equipment and the minimum threshold for local content at 100%
- j. Industrial lead acid batteries and the minimum threshold for local content at 50%
- k. Residential electricity meter & water meters and the minimum threshold for local content at 50%

**BIDDER:** \_\_\_\_\_

**CSD REGISTRATION:** \_\_\_\_\_

**CLOSING DATE:** 10 November 2023

**CLOSING TIME:** 11H00

**ENQUIRIES:**

SUPPLY CHAIN MANAGEMENT  
EASTERN CAPE DEPARTMENT OF  
PUBLIC WORKS & KD BUILDING  
MTHATHA  
5099

**SCM SPECIFIC ENQUIRIES**

Enquires: Mrs N. Koko  
Email Address:  
[Ntomboxolo.koko@ecdpw.gov.za](mailto:Ntomboxolo.koko@ecdpw.gov.za)  
Tel No: 047 505 2750

**TECHNICAL /PROJECT SPECIFIC  
ENQUIRIES**

Enquires: Mr ZA Lugabazi  
Email Address:  
[Afika.Lugabazi@ecdpw.gov.za](mailto:Afika.Lugabazi@ecdpw.gov.za)  
Tel No: 047 505 2831  
Cell No: 082 040 04013 (during office hours)

**Fraud, Complaints & Tender Abuse Hotline**  
**0800 701 701 (toll free number)**



**PART A**  
**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORK & INFRASTRUCTURE**

BID NUMBER:	ORT5-23/24-0024 ORR	CLOSING DATE:	10 November 2023	CLOSING TIME:	11H00
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**DESCRIPTION** **APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF BUILDING MATERIAL, EQUIPMENT AND TOOLS (AS AND WHEN REQUIRED) FOR A PERIOD OF 2 (TWO) YEARS AS PER SPECIFICATION TO THE EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE**

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

**AT DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE, GROUND FLOOR, K.D MATANZIMA BUILDING, MTHATHA**

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>		<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mrs. N. Koko	CONTACT PERSON	Mr. ZA Lugabazi	
TELEPHONE NUMBER	047 505 2750	TELEPHONE NUMBER	082 0404 013	
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<a href="mailto:Ntombokolo.koko@ecdpw.gov.za">Ntombokolo.koko@ecdpw.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:Afika.Lugabazi@ecdpw.gov.za">Afika.Lugabazi@ecdpw.gov.za</a>	

**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	<b>TICK APPLICABLE BOX</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<b>TICK APPLICABLE BOX</b> <input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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**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 CONSORCIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS 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."

**For ease of reference, Bidders shall enter their Price in the space provided below:**

ITEM NO.	REGION	GRAND TOTAL (in figures)	GRAND TOTAL (in words)
1.	APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF BUILDING MATERIAL, EQUIPMENT AND TOOLS (AS AND WHEN REQUIRED) FOR A PERIOD OF 2 (TWO) YEARS AS PER SPECIFICATION TO THE EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE	R..... <b>(Carried over from page 39)</b>	..... <b>(Carried over from page 39)</b>

- (1) If the Bid Sum (amount in words) differ from the Bid Sum (amount in figures), the Bid Sum (amount in words) will govern.

SIGNATURE OF BIDDER: .....

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

DATE: .....



## PRICE QUOTATION NOTICE

### APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF BUILDING MATERIAL, EQUIPMENT AND TOOLS (AS AND WHEN REQUIRED) FOR A PERIOD OF 2 (TWO) YEARS AS PER SPECIFICATION TO THE EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

Bidders are here invited to submit quotations for the above indicated project. Quotation documents are downloadable for free of charge from the Department of Public Works and Infrastructure website ([www.ecdpw.gov.za/tenders](http://www.ecdpw.gov.za/tenders)) as from **25 October 2023**

Completed bid documents in a sealed envelope endorsed with the relevant bid number, bid description and the closing, must be deposited in the bid box not later than **11h00** on the **10 November 2023** when bids will be opened in public.

Physical Address of Bid Box: Ground floor, Corner Owen and Victoria Street, Department of Public Works & Infrastructure, KD Matanzima Building, Mthatha

Bidders must ensure that bids submitted via courier services are deposited by the courier service in the Departmental bid box prior to the closing date and that it is not delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box.

#### **A. This quotation will be evaluated in two (2) phases**

Phase One: Administrative Compliance

Phase Two: Bidders passing all stages above will thereafter be evaluated on PPPFA

#### **PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:**

Maximum points on price	-	80 points
Specific goals	-	20 points
<b>TOTAL</b>	-	<b>100 points</b>

#### **B. BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:**

1. The minimum specifications, bid evaluation criteria and other special conditions of bid and rules are detailed in the bid document
2. **SBD 4 must be completed and signed. 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, such interest must be disclosed on question 2.3.1 of SBD 4**
3. Bidders must ensure 2.3 of SBD4 (Declaration of interest) is completed correctly.

#### **C. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO**

SCM SPECIFIC ENQUIRIES	TECHNICAL /PROJECT SPECIFIC ENQUIRIES
Enquires: Mrs. N. Koko Email Address: <a href="mailto:Ntomboxolo.koko@ecdpw.gov.za">Ntomboxolo.koko@ecdpw.gov.za</a> Tel No: 047 505 2750	Enquires: Mr. ZA Lugabazi Email Address: Afika.Lugabazi@ecdpw.gov.za Cell No: 0820404013

**Fraud, Complaints & Tender Abuse Hotline 0800 701 701 (toll free number)**

## **SPECIAL CONDITIONS OF BID**

### **1. INTERPRETATION**

The word "Bidder" in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated.

The word "Department" in these conditions shall mean the EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE.

For the purpose of this Price Quotation, the word "bid" is used interchangeable with the word "price quotation", and referring to "price quotation".

### **2. EXTENT OF BID**

This contract is for the **APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF BUILDING MATERIAL, EQUIPMENT AND TOOLS (AS AND WHEN REQUIRED) FOR A PERIOD OF 2 (TWO) YEARS AS PER SPECIFICATION TO THE EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE**

### **3. CONTRACT TO BE BINDING**

The formal acceptance of this Bid by the Department will constitute a contract binding on both parties, and the Department may require sureties to its satisfaction from the contractor, for the due fulfilment of this contract.

### **4. MODE OF BID**

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or any bid will not necessarily be accepted.***

The Department wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

### **5. QUALITY**

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the Department prior to the submission of a Bid.

### **6. INSURANCE CLAIMS, ETC.**

The Department shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify The Department against all risks or claims which may arise.

### **7. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE**

All Bids must remain valid for a period of **60 days** from the closing date as stipulated in the bid document.

### **8. PENALTY PROVISION**

#### **8.1** Should the successful Bidder:

- [a] Withdraw the Bid during the afore-mentioned period of validity; or
- [b] Advise the Department of his / her / their inability to fulfil the contract; or
- [c] Fail or refuse to fulfil the contract; or
- [d] Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the Department:

- [a] All expenses incurred by the Department to advertise for or invite and deliberate upon new Bids, should this be necessary.
- [b] The difference between the original accepted Bid price (inclusive of escalation) and:
  - [i] A less favourable (for the Department) Bid price (inclusive of escalation) accepted as an alternative by the Department from the Bids originally submitted; or
  - [ii] A new Bid price (inclusive of escalation).

**8.2** Should the successful Bidder failed to deliver, provisions of the General Conditions of Contract will apply.

**8.3** Disputes between the Department and a bidder (if any) will be dealt with in the form of litigation.

**9. BRAND NAMES**

Wherever a brand name is specified in this bid/quotation document (i.e. in the specifications, pricing schedule or bill of quantities or anywhere in this document), the department's requirement is not limited to the specified brand name, but requires an item similar/equivalent or better than specified.

**10. VALUE ADDED TAX**

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

**11. PRICE ESCALATION**

No escalation of prices will be considered.

**12. AUTHORITY TO SIGN BID DOCUMENTS**

- a) In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Department at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity. Furthermore, in the case of a joint venture or consortium at least one directors/ members of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.
- b) In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this bid will bind all the directors/ members of the enterprise and will therefore render the bid valid.
- c) No authority to sign is required from a company or close corporation or partnership which has only one director or member.
- d) In the event that a non-member/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the bid.
- e) If the document is signed by one of the directors, Resolution to sign is not required to be complete.

**13. CONTRACT PERIOD**

- a. The Department of Public Works & Infrastructure may accept or reject any offer and may cancel the bid process or reject all bid offers at any time before the formation of a contract.
- b. The Department of Public Works & Infrastructure also reserves the right to accept the bid as a whole or a part of the bid, or any item or part of any item.
- c. The Department shall not accept or incur any liability to a supplier for such cancellation or rejection or acceptance, but will give written reasons for such action upon receiving a written request to do so.

#### **14. DELIVERY PERIODS**

Delivery periods, where indicated must be adhered to. Notwithstanding the termination date of the assignment the bidder will be required to submit progress reports to the Department the contract, form and frequency and dates thereof to be stipulated and agreed upon by the parties upon the awarding of the Bid.

#### **15. DISPUTES**

In the event that disputes cannot be resolved by internal systems, the disputes will be settled by litigation.

#### **16. CLOSING DATE / SUBMITTING OF BIDS**

##### **16.1 Bids must be submitted in sealed envelopes clearly marked: ORT5-23/24 -0024 ORR APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF BUILDING MATERIAL, EQUIPMENT AND TOOLS (AS AND WHEN REQUIRED) FOR A PERIOD OF 2 (TWO) YEAR AS PER SPECIFICATION TO THE EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE**

Completed bid documents in a sealed envelope endorsed with the relevant bid number, bid description and the closing, must be deposited in the bid box, Ground floor, Corner Owen and Victoria Street, Department of Public Works & Infrastructure, KD Matanzima Building, Mthatha not later than **11h00 on 10 November 2023** when bids will be opened in public.

Bidders must ensure that bids submitted via courier services are deposited by the courier service in the Departmental bid box prior to the closing date and that it is not delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box.

#### **16. NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER**

16.1 The Bid will be awarded to the bidder who scores the highest PPPFA points. However, should an offer not be market related, the Department reserves the right to negotiate with bidders in accordance with the PPPFA regulations.

#### **17. COMMUNICATION**

17.1 A nominated official of the bidder(s) can make enquiries in writing, to the specified persons, as indicated on this document via email. Bidder(s) must reduce all telephonic enquiries to writing and send to the mentioned email address.

17.2 The delegated office of Department of Public Works and Infrastructure may communicate with Bidder(s) where clarity is sought in the bid proposal.

17.3 Any communication to an official or a person acting in an advisory capacity for Department of Public Works and Infrastructure in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

17.4 All communication between the Bidder(s) and Department of Public Works and Infrastructure must be done in writing.

17.5 Whilst all due care has been taken in connection with the preparation of this bid, Department of Public Works and Infrastructure makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. Department of Public Works and Infrastructure, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.

17.6 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by Department of Public Works and Infrastructure (other than minor clerical matters), the Bidder(s) must promptly notify Department of Public Works and Infrastructure in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Department of Public Works and Infrastructure an opportunity to consider what corrective action is necessary (if any).

17.7 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by Department of Public Works and Infrastructure will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

17.8 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

**18. CONDITIONS WITHDRAWN FROM THE GENERAL CONDITIONS OF CONTRACT**  
Spare parts (paragraph 14)

**19. PRESENTATION / DEMONSTRATION**

Department of Public Works and Infrastructure reserves the right to request presentations/ demonstrations from the short-listed Bidders as part of the bid process.

**20. SUPPLIER DUE DILIGENCE**

Department of Public Works and Infrastructure reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits/In loco Inspection.

**21. PREPARATION COSTS**

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing Department of Public Works and Infrastructure, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

**22. INDEMNITY**

If a bidder breaches the conditions of this bid and, as a result of that breach, Department of Public Works and Infrastructure incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds Department of Public Works and Infrastructure harmless from any and all such costs which Department of Public Works and Infrastructure may incur and for any damages or losses Department of Public Works and Infrastructure may suffer.

**23. PRECEDENCE**

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

**24. LIMITATION OF LIABILITY**

A bidder participates in this bid process entirely at its own risk and cost. Department of Public Works and Infrastructure shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

**25. TAX COMPLIANCE**

No tender shall be awarded to a bidder who is not tax compliant

**26. GOVERNING LAW**

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of

any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

## **27. AWARD OF BIDDERS NOT SCORING THE HIGHEST POINTS**

- 27.1 The Department intends to award this to the highest point scorer as a whole, unless circumstances justifies otherwise.
- 27.2 A contract may be awarded to a tenderer that did not score the highest points, subject to a risk assessment indicating that the higher point scorer(s) does not have the capacity to render the service.

## **28. OTHER CONDITIONS OF BID**

- 28.1 The bidder must be registered on the Central Supplier Database (CSD) prior the award.
- 28.2 All bidders' tax matters must be in order prior award. Bidders will be afforded by the Department an opportunity of not more than 7 working days to correct their tax matters, if it is found not to order. Failure to comply within the prescribed period, will lead to elimination. Bidders' tax matters will be verified through CSD.
- 28.3 The Department intends to award to the highest point scorer, unless circumstances justifies otherwise.
- 28.4 The Department will contract with the successful bidder/s with an official order/appointment letter
- 28.5 **Annexure B should be completed & signed. If not, points for specific goals will be forfeited.**

## **TERMS OF REFERENCE / SPECIFICATION**

### **APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF BUILDING MATERIAL, EQUIPMENT AND TOOLS (AS AND WHEN REQUIRED) FOR A PERIOD OF 2 (TWO) YEARS AS PER SPECIFICATION TO THE EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE**

1. The department seeks to appoint service providers(s) for the supply and delivery of building material, equipment and tools to regions as and when required.
2. The successful service provider(s) must include delivery costs in their prices.
3. This tender is rate based
4. The building material, equipment and tools are requested for different trades at the various regions as tabulated on SBD 3.1 (Pricing Schedule)

#### **PLEASE NOTE:**

1. Wherever a brand name is specified in this bid/quotation document (i.e. in the specifications, pricing schedule or bill of quantities or anywhere in this document), the department's requirement is not limited to the specified brand name, but requires an item similar/ equivalent or better than specified.
2. Items to be delivered at regions as indicated
3. The list of specific items required is as indicated on SBD 3.1 (Pricing Schedule).
4. The building material, equipment and tools will be requested from the successful bidder/s as and when required.
5. Any specification related enquiries may be directed to MR ZA Lugabazi at 0820404013

Specification Confirmed by: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF BUILDING MATERIAL, EQUIPMENT AND TOOLS (AS AND WHEN REQUIRED) FOR A PERIOD OF 2 (TWO) YEARS AS PER SPECIFICATION TO THE EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE**

**QUOTATION EVALUATION CRITERIA**

**This bid/quotation will be evaluated in two (2) phases:**

Phase One: Administrative Compliance

Phase Two: Bidders passing all stages above will thereafter be evaluated on PPPFA

**Phase One: Administrative Compliance**

- A. The purpose of this evaluation phase is to determine which bid responses are responsive to the minimum bid specifications and the minimum bid requirements. Bid proposals that do not meet the minimum bid specifications and or minimum bid requirements will be regarded as "non-responsive" and will not be considered for further evaluation.
- B. Bidders' proposals must meet the following minimum requirements and the required supporting documents must be submitted with the completed quotation document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:
  1. Bids must be submitted on the original documents and bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
  2. **SBD 4 must be completed and signed. 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, such interest must be disclosed on question 2.3.1 of SBD 4**
  3. The Form SBD1 "Part A" should be completed and "Part B" must be fully completed (date, signature, amount).
  4. SBD 3.1- Pricing Schedule- Firm Prices – must be completed
  5. If the Bid Sum (amount in words) as per SBD 1 is not completed, the bid will be eliminated.
  6. Proposals that do not meet the specifications will be eliminated.
  7. If the offer is "Vat Inclusive", the VAT registration number of service provider must be indicated and if a service provider is not a VAT Vendor but include VAT in its prices, the successful service provider will be given 21 days to register as a VAT Vendor with SARS, after the issuing of an appointment letter. If a bidder is a VAT vendor/registered, the bidder is required to explicitly state the VAT amount. VAT vendors must include VAT at 15% in the bid offer(s).
  8. The following Annexure must be completed & signed:
    - a. Annexure A - Resolution to Sign (if applicable)
  9. Only one offer per bidder is allowed. Bidders are also not allowed to submit a bid whilst they are in agreements with other bidders in the form of joint ventures or consortiums.

**PHASE 2 EVALUATION ON NEW PPPFA and SPECIFIC GOALS**

**THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT WILL BE APPLIED AND THE 80/20 PREFERENCE POINTS SYSTEM WILL BE APPLICABLE**

<b>POINTS FOR PRICE</b>	<b>80 POINTS</b>
<b>SPECIFIC GOALS</b>	<b>20 POINTS</b>
<b>TOTAL POINTS</b>	<b>100 POINTS</b>

**Please note:**

1. **Bidders need to complete and sign SBD 6.1 to claim points for specific goals. Failure will lead in non-awarding of points for specific goals**
2. **The Department intends to award this to the highest point scorer as whole, unless circumstances justifies otherwise**
3. **All information will be verified through CSD (where applicable)**
4. **SBD 6.1 is attached**

5. The relevant designated sector/s and their minimum thresholds for local production & content for the items are (where applicable):
  - a. Textile, clothing leather & footwear and the minimum threshold for local content at 100%
  - b. Electrical Cable Products and the minimum threshold for local content at 90%
  - c. Plastic Pipes & fittings and the minimum threshold for local content at 100%
  - d. Cement and the minimum threshold for local content at 100%
  - e. Steel Conveyance Pipes, Pipe Fittings and Specials and the minimum threshold for local content at 100%
  - f. Steel Products and Components for Construction and the minimum threshold for local content at 100%
  - g. Valves Products and Actuators and the minimum threshold for local content at 70%
  - h. Pumps, medium voltage motors & associated accessories and the minimum threshold for local content at 100%
  - i. Transformers, shunt reactors & associated equipment and the minimum threshold for local content at 100%
  - j. Industrial lead acid batteries and the minimum threshold for local content at 50%
  - k. Residential electricity meter & water meters and the minimum threshold for local content at 50%
6. Where applicable, only locally produced goods or locally manufactured goods, meeting the stipulated minimum threshold for local production and content will earn you points for specific goals points allocated for local content. See SBD 6.1 and (Annexure B) the declaration certificate for local content & the declaration summary schedule attached
7. Exchange rate to be used for the calculation of local content (local content and local production are used interchangeably) must be the exchange rate published by the SARB at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.
8. Failure to indicate minimum percentage (%) or not meeting minimum percentage for local content will lead to non-awarding of points
9. If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorization from the DTI should there be a need to import such raw material or input and a copy of this authorization letter must be submitted together with the bid document at the closing date and time.
10. Bidders must complete and sign (Annexure B) the declaration certificate for local content & the declaration summary schedule attached and they must be submitted with the bid at the closing date and time. Failure to submit will lead to non-awarding of specific goals points allocated for local content. See SBD 6.1

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

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED**

Name of bidder .....

Bid number: **ORT5-23/24 -0024 ORR**

Closing Time: **11H00**

Closing date: **10 November 2023**

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

**APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE SUPPLY AND  
DELIVERY OF BUILDING MATERIAL, EQUIPMENT AND TOOLS (AS AND WHEN  
REQUIRED) FOR A PERIOD OF 2 (TWO) YEARS AS PER SPECIFICATION TO THE  
EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE**

**BRICKLAYING: TOOLS, MATERIALS AND EQUIPMENT**

Item Description	Unit	Qty	PRICE PER UNIT (excluding vat but inclusive of delivery costs)
*Bolster – 303 S/Steel 5.5X35X320 mm	No	1	R
*White Chalk line, 1 kg, 12 bottles	No	1	R
*Builders Line – 70lbx100mm0.85mm	No	1	R
*Yellow Pencil – wooden pack of 12	No	1	R
*Lasher Spade digging stainless steel 660	No	1	R
*Straight Edges - 2m	No	1	R
*Straight Edge - 3.6m	No	1	R
*Mortar boards 300mm x 300mm (10 pack)	No	1	R
*Grip Brick Trowel / Builders Trowel 300mm	No	1	R
*Brick Square jointer 8mm	No	1	R
*Hammer 4 lb steel (4 Pound)	No	1	R
*Brick Hammer with vinyl grip 560g	No	1	R
*16 ounce Rubber Mallet (Hammer) with wood handle	No	1	R
*Hyde tools 5/8" brass bristle wire brush	No	1	R
*Block Bristle brush white 150cm	No	1	R
*Cold chisel - 200mmx16mm	No	1	R

Item Description	Unit	Qty	PRICE PER UNIT (excluding vat but inclusive of delivery costs)
*3m Plumb bob and settler	No	1	R
*5 lbs pick and mattock with wood handle 90Cm	No	1	R
*Hand saw (wood) 600mmx8TPi	No	1	R
*Heavy duty 12" Hack saw 300mm frame	No	1	R
*Scoop shovel – aluminum heads NS8000	No	1	R
*Dynamic Jointer brick with wheels	No	1	R
*Large Compass / Divider for carpentry	No	1	R
* Square jointer 8 mm	No	1	R
* Square long Jointer 9.5 mm	No	1	R
* Round Perp Jointer 9.5 mm	No	1	R
* Round long Jointer 6mm	No	1	R
*Water level silver line– 10m	No	1	R
*Dumpy level AL32 features 32 x magnificent supports distance 320m	No	1	R
*Aluminum video Tripod with fluid head SH 15 B & H Photo	No	1	R
*Measuring Levelling Staff 5m	No	1	R
*Segmental Arch Template/scheme arch	No	1	R
*Semicircular Arch template	No	1	R
*Tape measure - 5m power lock	No	1	R
*Tape measure -10m power lock	No	1	R
*Gauge rod – 5 gauges , 84 to 88 full colour	No	1	R
*Spirit level - 600mm alluminum	No	1	R
*Spirit level -1,2m aluminum	No	1	R
*Tools brick cutting machine with a stand,weight 38.6kg x 101cmL x 46cmH	No	1	R
*21" X 20" Vibrator plate Compactor 6.5HP 90 KG	No	1	R

<b>Item Description</b>	<b>Unit</b>	<b>Qty</b>	<b>PRICE PER UNIT</b> (excluding vat but inclusive of delivery costs)
36" Power floating machine 4800W (6.5HP)(Petrol)	No	1	R
*Vibrator 60mm X 5M poker	No	1	R
*Automatic Petrol Concrete mixer 400 liters	No	1	R
*Q235B Steel 2M Standard Cuplock Scaffolding System , Frame Scaffolding Parts	No	1	R
*Scaffold Ledgers 1.245	No	1	R
*Scaffold Ledgers 2.450	No	1	R
*Scaffold adjustable base jack 35mm base	No	1	R
*Scaffold connector	No	1	R
*Scaffold Trestle 525mm heavy duty	No	1	R
*Exterior Wooden doorframe – Standard 45mm X 70mm	No	1	R
* Wooden window frame (NE8) 600mm X 800mm	No	1	R
*Wooden door frame (NE8) 813 X2032	No	1	R
*Vertical profile (Steel ) 20mm X6m X1.6mm	No	1	R
*Vertical profile ( Timber) 21x70x1744 upright	No	1	R
*Scaffold plank (Steel) 1.5m	M	1	R
*Scaffold plank (Timber) 36 X 225mm X3.9m	M	1	R
*Wheel barrow – concrete Heavy duty, FG81049 SABS	No	1	R
*Face brick	No	1	R
*Concrete lintels 1195x130x80mm	No	1	R
*Concrete lintel 1195x100x80mm	No	1	R
*Window sill Tiles 150x150x25mm	No	1	R
*Concrete Blocks 190x390x190mm	No	1	R
*Window sill block 190x140	No	1	R
*Lintel blocks 190x390x190	No	1	R

Item Description	Unit	Qty	PRICE PER UNIT (excluding vat but inclusive of delivery costs)
*Steel pegs	No	1	R
*Chunnel blocks (U-Shape) (190 x 190 x 390 mm)	No	1	R
*Sash blocks (190 mm)	No	1	R
*25 L Bucket + Handle + Lid (empty bucket)	No	1	R
*Building sand 11	M3	1	R
*Bags of Lime building	25kg	1	R
*Bags of Cement 42.5N	50Kg	1	R
*Stock Bricks – 7mpa	No	1	R
*DPC 250micron 225mmX40M SABS	M	1	R
*concrete nails – 75mm	1Kg	1	R
*steel nail – 75 mm	1 kg	1	R
*Binding Wire for roof ties	1Kg	1	R
*Wall ties (bundle) galvanized	1Kg	1	R
*Stays Steel 200mm	No	1	R
*Stays Wood 50mm X 76mm X 3.6m	No	1	R
*Arch Templates set	No	1	R
*Wire Mesh 0.91mm X 25mm X 600mm	M2	1	R
*Fire extinguishers 5kg steel alloy	No	1	R
*First Aid box with equipment(45cm x 35cm x 12cm)	No	1	R
			R

Item Description	Unit	Qty	PRICE PER UNIT (excluding vat but inclusive of delivery costs)
Set Allen keys (metric 1.5mm-12mm)	No	1	R
Set Allen keys (imperial 1/16" to 1/2")	No	1	R
Bradawl 30mm	No	1	R
Crimping tool (insulated ferrule/lug) .200mm	No	1	R
Crimping tool ( UNINSULATED FERRULE/lug)1.5mm to 16mm) 200mm	No	1	R
Crimping tool (bootlace)200mm	No	1	R
Centre punch 8mm	No	1	R
Engineer's square 100mm	No	1	R
Hacksaw frame – solid frame type and blades 300mm	No	1	R
Hacksaw frame – junior and blades	No	1	R
Hammer ball pein 200g	No	1	R
PVC/Mallet-Hammer 500g	No	1	R
Utility Knife TOOK1024	No	1	R
Pliers - combination insulated 200mm	No	1	R
Pliers - diagonal cutting insulated 200mm	No	1	R
Pliers - long nose insulated 200mm	No	1	R
Pliers - round nose insulated 150mm	No	1	R
Pliers – pipe / water pump insulated 250mm	No	1	R
P.V.C pipe cutter 3-28mm	No	1	R
Scriber 210mm	No	1	R
Set Flat screw drivers 6 piece TOOS1646	No	1	R
Set Philips screw drivers 8 piece cushion grip	No	1	R
Tube spanner / Nut driver 10pc	No	1	R

Set spanners: 6-22 (flat ring) 8pc TOOS1852	No	1	R
Tin Snips 250mm	No	1	R
Tape steel 3M	No	1	R
Tape - steel 5M	No	1	R
Toolbox steel	No	1	R
Tool cupboard	No	1	R
Vice grip 250mm	No	1	R
Wire stripper 0.5-8.0mm	No	1	R
Bastard file (250mm -300mm) with handle	No	1	R
Second cut (250mm – 300mm) with handle	No	1	R
Smooth file (250 -300 mm) with handle	No	1	R
Round file (250 -300mm) with handle	No	1	R
20mm Steel Pipe reamers	No	1	R
G-Clamps 150mm	No	1	R
Oil Can 300ml	No	1	R
Set Pin Punches 6.0 X 85 X 180mm	No	1	R
36 Pc 3/8" Steel Metal Punch Letter & Number Stamp Stamping Kit Set with Case	No	1	R
Pipe vice fixed base 100mm	No	1	R
Pop Revert Gun heavy duty	No	1	R
Shifting Spanner/Adjustable Wrenches 150mm	No	1	R
Tap and die set ( 6mm – 12mm)	No	1	R
Bearing Disassembly Puller Inner Hole Puller Removal Tool Three-jaw puller	No	1	R
20 mm Spring Bender	No	1	R
25 mm Spring Bender	No	1	R
20mm Bosal Hickey/Bender	No	1	R
Fish tape 30m	No	1	R

Socket set (8 -24mm)	No	1	R
Wall dividers partitions board 6.4mmX900X3000mm similar or equivalent to rhino boards	No	1	R
Steel engineering ruler 300mm	No	1	R
Vernier caliper 150mm	No	1	R
Spirit level min 500mm	No	1	R
Solder Sucker	No	1	R
Chipping hammer (Welding)	No	1	R
4 piece Barbecue grill brush, Bristle brush, Stainless steel	No	1	R
Hole saw set (including arbour) 20mm to 25mm	No	1	R
Wheel Dresser (Grinder)	No	1	R
Chassis Punches (20mm and 22mm & 25mm) metal	No	1	R
Combination square 300mm	No	1	R
Digital Multi-meter (Electrician)	No	1	R
Line tester (AC/DC) 500V	No	1	R
Clamp on meter 600A AC TRMS digital	No	1	R
Polarity / Earth-Leakage Tester	No	1	R
Insulation resistance Tester digital 100v	No	1	R
Phase Rotation Tester similar/equivalent to Toptronic T860	No	1	R
Earth Loop impedance Tester	No	1	R
Oscilloscope handheld	No	1	R
Function Generator 1Hz-500KHz	No	1	R
Earth Resistance Tester T1820	No	1	R
Welding Machine 201VRD 200 Amp Heavy Industrial Welding Machine	No	1	R
Pedestal Drill Machine – 25mm	No	1	R
12" Pedestal Grinder	No	1	R
Portable Electric Drilling Machine 18kv	No	1	R

40 – 60 W Single Phase AC Motors (equipment)	No	1	R
3 Phase AC Motors(equipment) 0.12KW/0.18KW/ 0.25KW/0.37KW	No	1	R
400 W Portable Grinder	No	1	R
400 W Jig Saw	No	1	R
90 W Soldering Station	No	1	R
8" Step Ladder (A frame) aluminium	No	1	R
19.5 FT Step Ladder (extension) 600mm 150kg alluminium	No	1	R
Discharge lighting (Sodium, Mercury, Metal halide etc.)	No	1	R
Conduit 20mm x 3m	M	1	R
Wires 1mm x 20m (red/black/yellow)	No	1	R
Auto-Transformer starter 3000VA 240volt	No	1	R
Automatic Star Delta Starter 7.5Kw open Star delta 240V	No	1	R
Three phase mortar 4KW-380V	No	1	R
Single Phase mortar 0.25KW-220V	No	1	R
Two Speed Automatic Starter	No	1	R
Two Speed Selector switch starter 22mm	No	1	R
Two speed Manual starter	No	1	R
80mm Insulation tape Roll	No	1	R
18.5 KW/400V Contactors	No	1	R
Cylindrical Super Capacitors 12V power bank- 16V battery	No	1	R
Panel wire (live, neutral and earth wire 1mm x 20m)	No	1	R
Installation wire (live, neutral and earth 1.5mm,2.5mm,4mm x 20m)	No	1	R
Bonding conductors/ strip 2.5 mm minimum	No	1	R
Armoured cable (multi core)1.5mm minimum	No	1	R
Unarmoured cable 1.5mm minimum	No	1	R
7W LED A60 E27 Cool white globe	No	1	R

Bright star Light Switch – double(2way)	No	1	R
Single switched Socket outlet 4X4	No	1	R
Flexible conduit PVC and steel 20mmX1.2m	No	1	R
Limit switch – Side Rotary, 10A, 0.51N·m	No	1	R
230V contactors 20A	No	1	R
3 phase earth leakage – 4 Pole 63AMP	No	1	R
Single phase earth leakage – 25A 6KA with overload protection	No	1	R
Cable joints kit 1.5-4mm 6-20mm	No	1	R
Industrial 3 phase socket outlet 110V-415V	No	1	R
Industrial distribution boards 3Phase	No	1	R
Domestic distribution board	No	1	R
Soldering Wire 1.63 m single core diameter copper	No	1	R
Light switches mini micro roller lever arm limit switch	No	1	R
Overload Relays 11....16A, Size: SO	No	1	R
380V Contactors	No	1	R
12V/24V AC/DC Relays extra	No	1	R
Garden hose Stove Elements, swirl 7.5Mx15m	No	1	R
6' solid stove plate 180mmX1500W	No	1	R
single phase 230V and 3 phase 400V Circuit Breakers	No	1	R
single phase and 3 phase Isolators – 63amp	No	1	R
PVC and Bosal T-Pieces 20mm	No	1	R
PVC and Bosal Saddles 20mm	No	1	R
PVC and Bosal Couplings 25mm	No	1	R
PVC and Bosal bends 25mm	No	1	R
20mm PVC and Bosal Conduits	No	1	R
PVC and Bosal Adapters 20mm -25mm	No	1	R

PVC and metal Glands (size 00 -2 )compression and mechanical	No	1	R
PVC and porcelain Connector Blocks 5A	No	1	R
Timer 230V (delay on)	No	1	R
Timer 380V (Delay on)	No	1	R
Timer 230V (Delay off)	No	1	R
Timer 380V (Delay off)	No	1	R
Voltmeters 250V	No	1	R
Voltmeter 400V	No	1	R
Ammeter (0 -2A)	No	1	R
Ammeter (0 – 20A)	No	1	R

R

**CARPENTRY: TOOLS, MATERIALS AND EQUIPMENT**

Item Description	Unit	Qty	PRICE PER UNIT (excluding vat but inclusive of delivery costs)
Smoothing plane 250mm	No	1	R
Trying plane 250mm	No	1	R
Rebate plane 250mm	No	1	R
Tenon saw cross cut 12 inch 13tpi metal	No	1	R
Panel saw 10TPi stainless steel	No	1	R
510mm Crosscut saw 8PT – stainless steel	No	1	R
160 X 170 mm Coping saw	No	1	R
550 X 800 mm Rip saw	No	1	R
250 mm Belly brace / Carpenters ratchet brace	No	1	R
Auger bit (9/10mm)	No	1	R
Auger bit 16mm	No	1	R
Auger bit 18mm	No	1	R
32 X 2.5 mm Bradawl	No	1	R
Chisel set (6 mm – 25 mm)	No	1	R
300 mm Mitre square/Combination square	No	1	R
400 X 600mm Rafter square	No	1	R
Nail punch 100X160mm 16inch	No	1	R
450g, 170mm handle Claw hammer	No	1	R
325mm Panel hammer (cross or peen)	No	1	R
250mm X 85mm Mallet wood or rubber 500g	No	1	R
9' Sliding bevel	No	1	R
200 mm Oil stone	No	1	R
300mm Hack saw	No	1	R

30m Chalk line	No	1	R
Ceiling knife 6 Inch steel	No	1	R
Spirit level (600mm or 1m )	No	1	R
0.35mm X 25m Building line (fish line)	No	1	R
Screw driver set (flat) 6Pc	No	1	R
Screw driver set (star) 6Pc	No	1	R
1500 mm Sash clamps	No	1	R
200 mm G clamps	No	1	R
Tool box (carpenter steel tool box) – 165 piece	No	1	R
Nail bag 150mm x 100mm	No	1	R
Pliers – 160mm	No	1	R
12' Pincer	No	1	R
Tinsnip Set 3Pc	No	1	R
Measuring tape - 5 m	No	1	R
Measuring tape - 10 m	No	1	R
100 X 70 mm Marking gauge	No	1	R
Mortise gauge	No	1	R
500 mm Mitre box	No	1	R
318 mm Portable planer machine	No	1	R
50mm Portable drilling machine	No	1	R
185mm Portable circular machine / skill saw	No	1	R
76 X 457mm Portable belt sander / Orbital sander	No	1	R
80mm Jig saw	No	1	R
3000mm Router machine	No	1	R
Foldable Tripod stand with clip for smartphone action camera DV camcorder	No	1	R

Scaffold Boards Sets – 38mm X 230mm X 240 mm	No	1	R
5 + 6 steps Aluminum Step ladder (folding) with handrail 1.7 – 2.0m	No	1	R
5ft X 5ft X 7ft Scaffolding (4 sets)	No	1	R
Ferrule jack tensioner 12mm	No	1	R
Steel for circular columns (1 set) 2.4m height	No	1	R
Steel formwork for walls (1 set) 300 mm width x 2.4 m length x 1.2 m height	No	1	R
Steel formwork for beam & slab (1 complete set )	No	1	R
External corner angle – 50mm PVC	No	1	R
Wedge set 50mm	No	1	R
Ferrules 10mm	No	1	R
Ferrule rose 10mm	No	1	R
S.A.P. 114 x 38 x 3m	No	1	R
S.A.P. 76x 38 x 3m	No	1	R
S.A.P. 38 x 38 x 3m	No	1	R
Concrete Roof tiles	No	1	R
Corrugated galvanized sheet metal –0.925X 0.40mm	No	1	R
Concrete Nails - 75 mm	No	1	R
Concrete Nails - 100 mm	No	1	R
Door- 2030 x 815 x 44	No	1	R
3 lever - Mortice lock set	No	1	R
Screws (Mortice lock)	No	1	R
Butt hinges screws – 50mm	No	1	R
Butt hinges (1 set ) – 100mm X 80mm X 3mm	No	1	R
Ceiling boards 1.2 x 3.0m	No	1	R
Cornice – 75mm x 3m	No	1	R
Clout nails – 32mm X 2.8mm	Kg	1	R

Grounds (for wall paneling)	M2	1	R
T & G boards – 1in X 6 in X 12ft	M2	1	R
Skirting – 2.7m x 18mm	No	1	R
Panel pins – 50mm X 2mm	Kg	1	R
Architraves 2.7m x 50mm	No	1	R
Floor board T & G 1.8m x 22mm	No	1	R
Quadrants 3m x 18mm (MERANTI)	No	1	R
Fibre Cements Fascia and Barge boards. 3m x 150mm	No	1	R
Cover Strips 150 x 20mm	No	1	R
Galvanized Valley Gutters and Boards 4.5m x 100mm x 75mm.	No	1	R
Galvanized Ridging Pieces and Cement 3m x 450mm	No	1	R

R

**PLUMBING: TOOLS, EQUIPMENT AND MACHENARY**

Item Description	Unit	Qty	PRICE PER UNIT (excluding vat but inclusive of delivery costs)
Spirit level 600 mm	No	1	R
Square Try - 600mm	No	1	R
Steel Square - 100 X 100 X 2mm	No	1	R
Soldering iron 60W	No	1	R
Flat file 200mm	No	1	R
Round file – 200mm	No	1	R
Shifting spanner (200mm)	No	1	R
Shifting spanner (300mm)	No	1	R
Hammer 4 lb / club hammer	No	1	R
Gauging Trowel – 150 mm	No	1	R
Rubber Mallet – 0.532kg	No	1	R
Bolster – 6' X 9'	No	1	R
Chalk line – 30m	No	1	R
Building line – 30m	No	1	R
Scriber – 0-130mm	No	1	R
Centre punch – 5 X 120mm	No	1	R
Groover (8mm)	No	1	R
Star and Flat Screw driver (80mm & 300mm)	No	1	R
Snips metal (LH) 230mm	No	1	R
Snips metal (RH) 250mm	No	1	R
Snips Metal (Straight) – 255mm	No	1	R
Hack saw – 300mm	No	1	R
Hammer Ball pene ( 700g)	No	1	R

Item Description	Unit	Qty	PRICE PER UNIT (excluding vat but inclusive of delivery costs)
Hammer Ball pene ( 200g)	No	1	R
Wrench hexagon (pipe wrench 350mm)	No	1	R
Wrench hexagon (pipe wrench 450mm)	No	1	R
Basin Spanner - 300mm	No	1	R
Bevel square – 10'	No	1	R
Spring Divider – 150mm	No	1	R
Tube cutter (for copper) 28mm	No	1	R
Cold chisel 200mm	No	1	R
Folding Radius Marker	No	1	R
Pliers (200mm)	No	1	R
Pliers (300mm)	No	1	R
Water Pump Plier +- 300mm	No	1	R
Tool box – 165 piece	No	1	R
Blow lamp 1kg	No	1	R
Digging Spade D grip	No	1	R
Shovel (round)	No	1	R
Plastic leaf Rake	No	1	R
Pointed Wooden Pegs for setting out	No	1	R
Pipe Bender 15 – 22 mm (Bending up to 180° copper)	No	1	R
Bending pliers straight & 45°	No	1	R
Tinsman Riveting Tool M3-M8	No	1	R
Tinmans Rivert standard 4.8 X 14mm	No	1	R
Carpenter Pencil	No	1	R
Wire Brush – 164mm X 260mm X 60mm	No	1	R

Item Description	Unit	Qty	PRICE PER UNIT (excluding vat but inclusive of delivery costs)
Building trowel (250mm)	No	1	R
Building line 20m	No	1	R
Pop rivet gun 16inch hand revert	No	1	R
Rivets 6mm x 40mm	Kg	1	R
Ruler (steel) 300 mm	No	1	R
Ruler (steel) 1 m	No	1	R
Pipe threading and cutting machine ½-2 Electrical (complete set) Mac Afric	No	1	R
Forming machine (sheet metal) or Rolling machine – 3 in 1 metal folding ( Eco double pump drive type)	No	1	R
Shearing Guillotine machine Mac Afric	No	1	R
Drain tester machine (Plugs and Manometer)	No	1	R
Drilling machine (Hammer Drill SDS and Ordinary Drill) – 820mm	No	1	R
Grinder portable – 7' – 180 angle	No	1	R
Sheet Metal Bending Brake machine 900mm	No	1	R
660 x 660 mm Brick pier with Ø 100 mm P.V.C. / C.I. pipe (for Vent pipe and Chimney flushing) sloping 30°	No	1	R
Stepladder 1800 mm Minimum – trade equipment multifunction ladder tools 1254	No	1	R
Drain Rod Industrial – 6mm -2m high tensil	No	1	R
Clear Water Pipe (30m roll of 3mm - 10m PVC	No	1	R
Straight Edge aluminum (More than 3m)	No	1	R
Solar geyser (Optional) 1000litres	No	1	R
Push Through Geyser – 10ltr	No	1	R
High Pressure Geyser – 200ltr	No	1	R
Combination Geyser – 150ltr	No	1	R
Galvanized sheet 0,6 – 0,8 mm x 1.5 x 2m	No	1	R
UPVC Gutter 3m	No	1	R

Item Description	Unit	Qty	PRICE PER UNIT (excluding vat but inclusive of delivery costs)
PVC Gutter Square 3m	No	1	R
Soldering stick – 250g	No	1	R
Soldering wire 2 mm	No	1	R
Home gas 9kg	No	1	R
Spirit of salt – 5 litre	No	1	R
Gutter bracket Fascia Round – 100 X 75mm PVC	No	1	R
Gutter bracket Fascia – 100 X 75mm - PVC	No	1	R
Gutter offset Fascia Round 112 Deg PVC	No	1	R
Gutter offset Square Downpipe Offset Bend 112 Deg – Plastic -PVC	No	1	R
Stop Ends Round - 100 x 75mm PVC	No	1	R
Stop Ends Square - 100 x 75mm steel galvanized	No	1	R
Gutter Outlets Round - 100 x 75mm steel galvanized	No	1	R
Gutter Outlets Square - 100 x 75mm steel galvanized	No	1	R
External Gutter Corners – Round- 100 x 125mm steel	No	1	R
Internal Gutter Corners – Round- 100 x 125mm steel galvanized	No	1	R
External Gutter Corners –Square -100 x 125mm steel galvanized	No	1	R
Internal Gutter Corners –Square -100 x 125mm steel galvanized	No	1	R
Down Pipes Holder Batts - Round steel galvanized – 75mm	No	1	R
Down Pipes Holder Batts - Square steel 100x75mm	No	1	R
Gutter Bolts and nuts	Kg	1	R
Down pipe with shoe Round (Ø 75 mm) steel	No	1	R
Copper pipe (Ø 15 mm class 2) 5.5m	No	1	R
Down pipe with shoe Square(Ø 75 mm) 3m steel	No	1	R

Item Description	Unit	Qty	PRICE PER UNIT (excluding vat but inclusive of delivery costs)
Copper pipe (Ø 15 mm class 0) 5.5m	No	1	R
Copper pipe (Ø 22 mm class 2) 5.5m	No	1	R
Copper pipe (Ø 22 mm class 0) 5.5m	No	1	R
Stopcock (Ø 15 mm)	No	1	R
Stopcock (Ø 22 mm)	No	1	R
Ball stop (Ø 15 mm)	No	1	R
Ball stop (Ø 22 mm)	No	1	R
Plumbing Hemp – 200g	No	1	R
Plumbing Thread Tape – 30mmX19mm	No	1	R
Flux – 200g	No	1	R
Compression fittings (Relevant to the Trade) – 110mm Straight copler -steel	No	1	R
Toilet pan	No	1	R
Flush pipe – 335mm X 140mm PVC	No	1	R
C.I. soil and vent pipe (Ø 100 mm)	No	1	R
C.I. 87.5° C.E. Junction (Ø 100 mm) PVC	No	1	R
Holder bats (100 mm) plastic	No	1	R
C.I. 87.5° C.E. Bend (Ø 100 mm) PVC	No	1	R
Bib Taps 20mm - plastic	No	1	R
Pillar Taps 15mm	No	1	R
Casket Clamp 50mm and 110mm	No	1	R
Galvanized pipe (Ø 15 mm)	No	1	R
Galvanized pipe (Ø 20 mm)	No	1	R
Holder bats (15 mm) PVC-100 in a pack	No	1	R
Holder bats (20 mm) PVC-100 in a pack	No	1	R

Item Description	Unit	Qty	PRICE PER UNIT (excluding vat but inclusive of delivery costs)
Aluminum Brackets (50 mm)	No	1	R
Aluminum Brackets (110 mm)	No	1	R
Copper Pipe Holder Bats (15mm)	No	1	R
Copper Pipe Holder Bats (22mm)	No	1	R
PVC Holder Bats (110mm and 50mm) Pipes	No	1	R
Shower Rose – white face knuckle joints	No	1	R
Shower trap P.V.C. (50 mm)	No	1	R
Waste pipe P.V.C. (Ø 50 mm)	No	1	R
C.E. bend P.V.C. (Ø 50 mm)	No	1	R
Gully Stone – 150mm X 110mm	No	1	R
Elbow G.M.S. (22mm X 15 mm) red elbow galvanised - steel	No	1	R
Elbow G.M.S. (90 degree 20 mm) galvanised - steel	No	1	R
TEE G.M.S. (Ø 15 mm) copper	No	1	R
TEE G.M.S. (Ø 20 mm) copper	No	1	R
Junction P.V.C. (Ø 110 mm) 45 degrees	No	1	R
Gully trap P.V.C. (Ø 110mm)	No	1	R
Rodding Eye P.V.C. (Ø 110 mm)	No	1	R
Inspection Eye P.V.C. (Ø 110 mm)	No	1	R
Bend 45° P.V.C. (Ø 110 mm)	No	1	R
U-trap P.V.C. (Ø 110 mm)	No	1	R
Socket P.V.C. (Ø 110 mm)	No	1	R
Wash basin – 1200mm X 1000mm X 1210mm	No	1	R
Single hole basin mixer and pop up waste	No	1	R
Reducer copper Ø 22 x 15 mm	No	1	R

Item Description	Unit	Qty	PRICE PER UNIT (excluding vat but inclusive of delivery costs)
Sand (Building )	No	1	R
Single Bowl Sink – 33" X 19"	No	1	R
Ball-O-stop (Ø 15 mm)	No	1	R
Capillary fittings (Relevant to the Trade) – 15mm (copper) 1. elbow coppercapillary 90 degree 2. elobow 45 degree 3. Reducing elbow 90 degrees 4. Coupling elbow 90degrees 5. Cross over 6. End cap 7. Equal Tee 8. Reducer 9. Reducer Tee	No	1	R
Sink mixer with swivel outlet (Ø 15 mm)	No	1	R
'P' Rubber trap (Ø 40 mm)	No	1	R
C.E. Bend 92.5° (Ø 50 mm) -PVC	No	1	R
C.E. Bend 135°(Ø 50 mm) -PVC	No	1	R
Bath – 1800mm X 850mm	No	1	R
Trap (combined bath and overflow) – 40mm X 600mm - Plastic	No	1	R
Bidet (Complete)	No	1	R
Urinal large white – ceramic mounted on the wall	No	1	R
Flush valve (Uniral) – 20mm	No	1	R
Flush pipe(Uniral) – 15mm	No	1	R
Spreader (Uniral) 1.5 x 1m	No	1	R
Bottle trap – 40mm X 40mm (chrome)	No	1	R
S Trap (Rubber) – 32mm X 40mm	No	1	R
Junction (Ø 110 x 50 mm C.E. 95°)	No	1	R
PVC Soil and vent Pipe - 110mm X 600mm	No	1	R
PVC Underground Pipe - 110mm X 6m (UG)	No	1	R

<b>Item Description</b>	<b>Unit</b>	<b>Qty</b>	<b>PRICE PER UNIT</b> <i>(excluding vat but inclusive of delivery costs)</i>
PVC Above Ground Pipe - 110mm X 6m	<b>No</b>	<b>1</b>	<b>R</b>
G.M.S Union - 20mm Copper	<b>No</b>	<b>1</b>	<b>R</b>
G.M.S Union - 15mm copper	<b>No</b>	<b>1</b>	<b>R</b>
Pressure Control Valve – 600kPA	<b>No</b>	<b>1</b>	<b>R</b>
Two Vacuum Breaker 600 KPA	<b>No</b>	<b>1</b>	<b>R</b>
T.P Valve 600Kpa 200mm	<b>No</b>	<b>1</b>	<b>R</b>
Drain Cock 600Kpa 200mm	<b>No</b>	<b>1</b>	<b>R</b>
Service Kit Components to repair the valves AVK-001 access service kit	<b>No</b>	<b>1</b>	<b>R</b>
			<b>R</b>

## PAINTING: TOOLS, MATERIALS AND EQUIPMENT

<b>Item Description</b>	<b>Unit</b>	<b>Qty</b>	<b>PRICE PER UNIT (excluding vat but inclusive of delivery costs)</b>
16 oz brass Plumb bob – 47 - 974	No	1	R
300mm Paint Mixing Stick	No	1	R
Scissors - 200 mm	No	1	R
Seam roller – 4.5cm roller – 6mm bracket	No	1	R
Paint brush (12 - 200 mm)	No	1	R
Roller 200 mm, sheep skin and more hair roller	No	1	R
Stanley retractable utility knife	No	1	R
Lining Fitch brush – 25mm	No	1	R
Radiator brush microfiber long reach 80cm flexible	No	1	R
Wall covering brush/Perspex (200*300 mm)	No	1	R
10 – ¼" Steel brush with wood handle	No	1	R
Microfiber Duster brush with bendable head, washable and re-usable	No	1	R
Blue Chalk line and powder – 115g	No	1	R
Scrapper(25-100 mm)	No	1	R
T – square (1 500 – 2 000 mm) wood	No	1	R
T – square (1 500 – 2 000 mm) plastic	No	1	R
Glass cutter 2 – 19mm 175mm carbonization	No	1	R
8 piece split proof M373 Wood Chisel	No	1	R
Claw hammer 500g	No	1	R
4 piece Chisel set square hole drill bits, steel hollow chisels woodworking tool set	No	1	R
3d blowtorch torch blow	No	1	R
Spirit level - 1m	No	1	R
Cordless cutter/Electric scissor 200mm	No	1	R

Item Description	Unit	Qty	PRICE PER UNIT (excluding vat but inclusive of delivery costs)
Draper double Suction pad 115mm	No	1	R
Glass pliers – 200mm long jaw width approximately 25mm	No	1	R
4 piece stainless steel Putty knife set includes 1 – ½ inch 3 6	No	1	R
Portable drill machine - cordless	No	1	R
Portable belt sender 3x18 inch with 13 pieces sanding belts	No	1	R
Sheet metal 0,3m			R
Scaffolding (Complete set) Frame with platforms and scissors	No	1	R
Industrial double side Step ladder 1 200 mm 6step - aluminium	No	1	R
Aluminium Step ladder 1 850 mm 6steps	No	1	R
Aluminium extension Ladder 6000 mm	No	1	R
Roof Ladder 240 X 640 X 920mm aluminum	No	1	R
Sandpaper (80 grit)	No	1	R
Sandpaper (60 grit)	No	1	R
Master Putty – 5kg	Kg	1	R
Turpine tine – 5L	No	1	R
Stain – 5L	No	1	R
Varnish – 5L	No	1	R
32 oz Woodfiller	kg	1	R
3.3m grade 00 Steel wire wool for polishing	No	1	R
Paint remover – 5L	No	1	R
Spirit of salts – 5L	No	1	R
Etch primer for paint – 4L	No	1	R
Etch primer for metal – 4L	No	1	R
Zinc chromate – yellow- 4L	No	1	R

Item Description	Unit	Qty	PRICE PER UNIT (excluding vat but inclusive of delivery costs)
Polyfiller – 10kg	Kg	1	R
PVA paint - 20l	No	1	R
Universal undercoat - 20l	No	1	R
Enamel paint – 20L – High gloss	No	1	R
Enamel paint – 20L – blue	No	1	R
Enamel paint – 20L – grey	No	1	R
Annealed Glass sheet – 4x8	M2	1	R
Metal Mirror Screw (dia) 8mm (L) 32mm pack of 4	No	1	R
48mm – 3m Masking tape	No	1	R
Safety glasses – clear	No	1	R
Obscure glass – 4mm	No	1	R
Mutton cloth – white – 1kg roll	No	1	R
White paper Spots sheet – 18gsm	No	1	R
Silicone for mirror – 290ml	No	1	R
Heavy duty glue – 50ml	No	1	R
Pattern wall paper / Wall covering – 10m	No	1	R
Mirror mounting tape – 5m	No	1	R
Filler coat PVA – 5L	No	1	R
Rust Remover – 5L	No	1	R
Paraffin – 20L	No	1	R
Telescopic Stick Aluminum	No	1	R
Binder-m glue/Wood glue – 1 gallon	Kg	1	R
Sending Sealer – clear – 5L	No	1	R
Stoep paint – Red – 20L	No	1	R

Item Description	Unit	Qty	PRICE PER UNIT (excluding vat but inclusive of delivery costs)
Pink wood primer/wood primer – 5L	No	1	R
Bonding liquid – 5L	1Kg	1	R
Plaster primer – 20L	No	1	R
Sugar soap – 5L	No	1	R
Masonite board – 2440 X 1220 X 3.2mm	M2	1	R
Chip board – 8.5" x 11"	M2	1	R
board – 1.2m x 3.6m 6mm similar/equivalent to Rhino boards	M2	1	R
Soft board – 2.440 x 1.220	M2	1	R
Non-ferrous/ferrous metal – metal material used mostly in welding	Kg	1	R
PVC Surface high gloss 2.6sqm	No	1	R
Wooden Round/semi-circle window frame	No	1	R
Wooden window frame 500 x 1000 mm with (440 x 285 panes)	No	1	R
Steel window frame 1030 x 1265 mm (8 glasses)	No	1	R
Wooden plank 300 x 38 mm x 3m	No	1	R

R

## FINAL SUMMARY FOR ALL TRADES

NO	TRADE	SUB TOTAL 1 (excluding vat but inclusive of delivery costs)
A	Bricklaying	R
B	Electrical	R
C	Carpentry	R
D	Plumbing	R
E	Painting	R
F	SUB TOTAL 2 ( F = A + B + C + D + E)	R
G	PRICE ESCALATION ALLOWED 5%	R
H	VAT at 15% (G x 0.15) if applicable	R
I	<b>GRAND TOTAL (H = F + G)</b> (must be carried over to <b>SBD 1 on page 3</b> )	R

VAT REGISTRATION NUMBER (IF APPLICABLE) .....

**NOTE:**

- The above pricing schedule is rate based.
- The building material, equipment and tools will be requested from the successful bidder/s as and when required hence the rate based pricing schedule
- The department wants to know upfront what amount will be charged for each item when needed/required

## 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**

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### 1. GENERAL CONDITIONS

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

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

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

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The lowest 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
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

### 3.2.1. **POINTS AWARDED FOR PRICE**

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>Historically Disadvantaged Individual:-</b>		
(a) 100% black ownership	6	
(b) 51% to 99% black ownership	4	
(c) Less than 51% black ownership	0	
<b>Black women ownership:-</b>		
(a) 100% black women ownership	4	
(b) 30% to 99% black women ownership	2	
(c) Less than 30% black women ownership	0	
<b>Black youth ownership:-</b>		
(a) 100% black youth ownership	4	
(b) 30% to 99% black youth ownership	2	
(c) Less than 30% black youth ownership	0	
<b>People with disability:-</b>		
(a) 20% or more disabled people ownership	2	
(b) Less than 20% disabled people ownership	0	
<b>Locality:-</b>		
(a) Within the Eastern Cape	2	
(b) Outside the Eastern Cape	0	
<b>Local production and content</b> (see Annexure B declaration certificate & summary schedule attached):-		
(a) Compliant to local content requirements	2	
(b) NON-Compliant to local content requirements	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 property  
 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:** .....

## **BIDDER'S DISCLOSURE**

## 1. PURPOSE OF THE FORM

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

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

## 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

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

### 2.2.1 If so, furnish particulars:

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 control the course and decisions of the enterprise.

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 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

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

(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 ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

**RESOLUTION FOR SIGNATORY**

(See Special Conditions of Bid, paragraph 12)

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form.

An example is given below:

"By resolution of the board of directors passed at a meeting held on \_\_\_\_\_

MS /Ms \_\_\_\_\_, whose signature appears below, has been duly authorised to sign all documents in connection with the tender for

Contract No. \_\_\_\_\_

and any Contract which may arise there from on behalf of (Block Capitals) .

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SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS/HER CAPACITY AS: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF SIGNATORY: \_\_\_\_\_

WITNESSES:

1. \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

## **DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Annexure forms part of all bids invited with local content and it serves as a declaration form for local content (local production and local content are used interchangeably).

1. **A bidder will not be awarded points for Specific goals allocated for Local Content if this Declaration Certificate is not completed, signed and submitted as part of the bid documentation;**
2. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard

**IN RESPECT OF BID NO.: ORT5-23/24-0024 ORR: APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF BUILDING MATERIAL, EQUIPMENT AND TOOLS (AS AND WHEN REQUIRED) FOR A PERIOD OF 2 (TWO) YEARS AS PER SPECIFICATION TO THE EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE**

**ISSUED BY:** (Procurement Authority / Name of Institution): **EASTERN CAPE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE**

I, the undersigned, ..... (full names), do hereby declare, in my capacity as ..... of ..... (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

Bid price, excluding VAT	R
Imported content	R
Stipulated minimum threshold for local content	
Local content %	

- (c) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (d) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application.

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## Local Content – Declaration Summary Schedule

Item No.	Description of Services/Works/Goods	Unit of measure	Quantity	Stipulated Minimum Threshold	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value (R)	Local value (R)	Local content % (per item)
								C5 (C3-C4=C5)	C6 (C1 x C4 = C6)	C7 (C1 x C3=C7)
1.	*Bolster – 303 S/Steel 5.5X35X320 mm	No	1	100%						
2.	*Lasher Spade digging stainless steel 660	No	1	100%						
3.	*Straight Edges - 2m	No	1	100%						
4.	*Straight Edge - 3.6m	No	1	100%						
5.	*Grip Brick Trowel / Builders Trowel 300mm	No	1	100%						
6.	*Brick Square jointer 8mm	No	1	100%						
7.	*Hammer 4 lb steel (4 Pound)	No	1	100%						
8.	*Brick Hammer with vinyl grip 560g	No	1	100%						
9.	*16 ounce Rubber Mallet (Hammer) with wood handle	No	1	100%						
10.	*Hyde tools 5/8" brass bristle wire brush	No	1	100%						
11.	*Block Bristle brush white 150cm	No	1	100%						
12.	*Cold chisel - 200mmx16mm	No	1	100%						
13.	*Hand saw (wood) 600mmx8TPi	No	1	100%						
14.	*Heavy duty 12" Hack saw 300mm frame	No	1	100%						

15.	*Scoop shovel – aluminum heads NS8000	No	1	100%						
16.	* Square jointer 8 mm	No	1	100%						
17.	* Square long Jointer 9.5 mm	No	1	100%						
18.	* Round Perp Jointer 9.5 mm	No	1	100%						
19.	* Round long Jointer 6mm	No	1	100%						
20.	*Spirit level - 600mm alluminum	No	1	100%						
21.	*Spirit level -1,2m aluminum	No	1	100%						
22.	*Q235B Steel 2M Standard Cuplock Scaffolding System , Frame Scaffolding Parts	No	1	100%						
23.	*Scaffold Ledgers 1.245	No	1	100%						
24.	*Scaffold Ledgers 2.450	No	1	100%						
25.	*Scaffold adjustable base jack 35mm base	No	1	100%						
26.	*Scaffold connector	No	1	100%						
27.	*Scaffold Trestle 525mm heavy duty	No	1	100%						
28.	*Vertical profile (Steel ) 20mm X6m X1.6mm	No	1	100%						
29.	*Scaffold plank (Steel) 1.5m	M	1	100%						
30.	*Wheel barrow – concrete Heavy duty, FG81049 SABS	No	1	100%						
31.	*Face brick	No	1	100%						
32.	*Concrete lintels 1195x130x80mm	No	1	100%						
33.	*Concrete lintel 1195x100x80mm	No	1	100%						
34.	*Window sill Tiles 150x150x25mm	No	1	100%						
35.	*Concrete Blocks 190x390x190mm	No	1	100%						
36.	*Window sill block 190x140	No	1	100%						

37.	*Lintel blocks 190x390x190	No	1	100%							
38.	*Steel pegs	No	1	100%							
39.	*Sash blocks (190 mm)	No	1	100%							
40.	*25 L Bucket + Handle + Lid (empty bucket)	No	1	100%							
41.	*Bags of Lime building	25kg	1	100%							
42.	*Bags of Cement 42.5N	50Kg	1	100%							
43.	*DPC 250micron 225mmX40M SABS	M	1	100%							
44.	*concrete nails – 75mm	1Kg	1	100%							
45.	*steel nail – 75 mm	1 kg	1	100%							
46.	*Binding Wire for roof ties	1Kg	1	100%							
47.	*Wall ties (bundle) galvanized	1Kg	1	100%							
48.	*Stays Steel 200mm	No	1	100%							
49.	*Wire Mesh 0.91mm X 25mm X 600mm	M2	1	100%							
50.	Set Allen keys (metric 1.5mm-12mm)	No	1	100%							
51.	Set Allen keys (imperial 1/16" to 1/2")	No	1	100%							
52.	Bradawl 30mm	No	1	100%							
53.	Centre punch 8mm	No	1	100%							
54.	Engineer's square 100mm	No	1	100%							
55.	Hacksaw frame – solid frame type and blades 300mm	No	1	100%							
56.	Hacksaw frame – junior and blades	No	1	100%							
57.	Hammer ball pein 200g	No	1	100%							
58.	PVC/Mallet-Hammer 500g	No	1	100%							
59.	Utility Knife TOOK1024	No	1	100%							

60.	Pliers - combination insulated 200mm	No	1	100%						
61.	Pliers - diagonal cutting insulated 200mm	No	1	100%						
62.	Pliers - long nose insulated 200mm	No	1	100%						
63.	Pliers - round nose insulated 150mm	No	1	100%						
64.	Pliers – pipe / water pump insulated 250mm	No	1	100%						
65.	P.V.C pipe cutter 3-28mm	No	1	100%						
66.	Scriber 210mm	No	1	100%						
67.	Set Flat screw drivers 6 piece TOOS1646	No	1	100%						
68.	Set Philips screw drivers 8 piece cushion grip	No	1	100%						
69.	Tube spanner / Nut driver 10pc	No	1	100%						
70.	Set spanners: 6-22 (flat ring) 8pc TOOS1852	No	1	100%						
71.	Tin Snips 250mm	No	1	100%						
72.	Tape steel 3M	No	1	100%						
73.	Tape - steel 5M	No	1	100%						
74.	Toolbox steel	No	1	100%						
75.	Vice grip 250mm	No	1	100%						
76.	Wire stripper 0.5-8.0mm	No	1	100%						
77.	Second cut (250mm – 300mm) with handle	No	1	100%						
78.	Smooth file (250 -300 mm) with handle	No	1	100%						

79.	Round file (250 -300mm) with handle	No	1	100%						
80.	20mm Steel Pipe reamers	No	1	100%						
81.	G-Clamps 150mm	No	1	100%						
82.	36 Pc 3/8" Steel Metal Punch Letter & Number Stamp Stamping Kit Set with Case	No	1	100%						
83.	Shifting Spanner/Adjustable Wrenches 150mm	No	1	100%						
84.	Tap and die set ( 6mm – 12mm)	No	1	100%						
85.	Bearing Disassembly Puller Inner Hole Puller Removal Tool Three-jaw puller	No	1	100%						
86.	20 mm Spring Bender	No	1	100%						
87.	25 mm Spring Bender	No	1	100%						
88.	20mm Bosal Hickey/Bender	No	1	100%						
89.	Socket set (8 -24mm)	No	1	100%						
90.	Steel engineering ruler 300mm	No	1	100%						
91.	Vernier caliper 150mm	No	1	100%						
92.	Spirit level min 500mm	No	1	100%						
93.	Chipping hammer (Welding)	No	1	100%						
94.	4 piece Barbecue grill brush, Bristle brush, Stainless steel	No	1	100%						
95.	Hole saw set (including arbour) 20mm to 25mm	No	1	100%						
96.	Chassis Punches (20, 22, and 25mm) metal	No	1	100%						
97.	Digital Multi-meter (Electrician)	No	1	100%						
98.	40 – 60 W Single Phase AC Motors (equipment)	No	1	100%						

99.	3 Phase AC Motors(equipment) 0.12KW/0.18KW/ 0.25KW/0.37KW	No	1	100%						
100.	8" Step Ladder (A frame) aluminium	No	1	100%						
101.	19.5 FT Step Ladder (extension) 600mm 150kg alluminium	No	1	100%						
102.	Conduit 20mm x 3m	M	1	100%						
103.	Wires 1mm x 20m (red/black/yellow)	No	1	100%						
104.	Auto-Transformer starter 3000VA 240volt	No	1	100%						
105.	Automatic Star Delta Starter 7.5Kw open Star delta 240V	No	1	100%						
106.	Three phase mortar 4KW-380V	No	1	100%						
107.	Single Phase mortar 0.25KW- 220V	No	1	100%						
108.	Two Speed Automatic Starter	No	1	100%						
109.	Two Speed Selector switch starter 22mm	No	1	100%						
110.	Two speed Manual starter	No	1	100%						
111.	18.5 KW/400V Contactors	No	1	100%						
112.	Cylindrical Super Capacitors 12V power bank- 16V battery	No	1	100%						
113.	Panel wire (live, neutral and earth wire 1mm x 20m)	No	1	100%						
114.	Installation wire (live, neutral and earth 1.5mm,2.5mm,4mm x 20m)	No	1	100%						
115.	Bonding conductors/ strip 2.5 mm minimum	No	1	100%						

116.	Armoured cable (multi core)1.5mm minimum	No	1	100%						
117.	Unarmoured cable 1.5mm minimum	No	1	100%						
118.	Bright star Light Switch – double(2way)	No	1	100%						
119.	Single switched Socket outlet 4X4	No	1	100%						
120.	Flexible conduit PVC and steel 20mmX1.2m	No	1	100%						
121.	Limit switch – Side Rotary, 10A, 0.51N-m	No	1	100%						
122.	230V contactors 20A	No	1	100%						
123.	3 phase earth leakage – 4 Pole 63AMP	No	1	100%						
124.	Single phase earth leakage – 25A 6KA with overload protection	No	1	100%						
125.	Cable joints kit 1.5-4mm 6-20mm	No	1	100%						
126.	Industrial distribution boards 3Phase	No	1	100%						
127.	Domestic distribution board	No	1	100%						
128.	Soldering Wire 1.63 m single core diameter copper	No	1	100%						
129.	380V Contactors	No	1	100%						
130.	12V/24V AC/DC Relays extra	No	1	100%						
131.	single phase and 3 phase Isolators – 63amp	No	1	100%						
132.	PVC and Bosal T-Pieces 20mm	No	1	100%						
133.	PVC and Bosal Saddles 20mm	No	1	100%						
134.	PVC and Bosal Couplings 25mm	No	1	100%						
135.	PVC and Bosal bends 25mm	No	1	100%						

136.	20mm PVC and Bosal Conduits	No	1	100%							
137.	PVC and Bosal Adapters 20mm - 25mm	No	1	100%							
138.	PVC and metal Glands (size 00 - 2 )compression and mechanical	No	1	100%							
139.	PVC and porcelain Connector Blocks 5A	No	1	100%							
140.	Timer 230V (delay on)	No	1	100%							
141.	Timer 380V (Delay on)	No	1	100%							
142.	Timer 230V (Delay off)	No	1	100%							
143.	Timer 380V (Delay off)	No	1	100%							
144.	Voltmeters 250V	No	1	100%							
145.	Voltmeter 400V	No	1	100%							
146.	Ammeter (0 -2A)	No	1	100%							
147.	Ammeter (0 – 20A)	No	1	100%							
148.	Tenon saw cross cut 12 inch 13tpi metal	No	1	100%							
149.	Panel saw 10TPi stainless steel	No	1	100%							
150.	510mm Crosscut saw 8PT – stainless steel	No	1	100%							
151.	160 X 170 mm Coping saw	No	1	100%							
152.	250 mm Belly brace / Carpenters ratchet brace	No	1	100%							
153.	Auger bit (9/10mm)	No	1	100%							
154.	Auger bit 16mm	No	1	100%							
155.	Auger bit 18mm	No	1	100%							
156.	32 X 2.5 mm Bradawl	No	1	100%							
157.	Chisel set (6 mm – 25 mm)	No	1	100%							
158.	Nail punch 100X160mm 16inch	No	1	100%							
159.	450g,170mm handle Claw hammer	No	1	100%							

160.	325mm Panel hammer (cross or peen)	No	1	100%						
161.	300mm Hack saw	No	1	100%						
162.	Ceiling knife 6 Inch steel	No	1	100%						
163.	Spirit level (600mm or 1m )	No	1	100%						
164.	Screw driver set (flat) 6Pc	No	1	100%						
165.	Screw driver set (star) 6Pc	No	1	100%						
166.	1500 mm Sash clamps	No	1	100%						
167.	200 mm G clamps	No	1	100%						
168.	Tool box (carpenter steel tool box) – 165 piece	No	1	100%						
169.	Nail bag 150mm x 100mm	No	1	100%						
170.	Pliers – 160mm	No	1	100%						
171.	Tinsnip Set 3Pc	No	1	100%						
172.	5 + 6 steps Aluminum Step ladder (folding) with handrail 1.7 – 2.0m	No	1	100%						
173.	5ft X 5ft X 7ft Scaffolding (4 sets)	No	1	100%						
174.	Steel for circular columns (1 set) 2.4m height	No	1	100%						
175.	Steel formwork for walls (1 set) 300 mm width x 2.4 m length x 1.2 m height	No	1	100%						
176.	Steel formwork for beam & slab (1 complete set )	No	1	100%						
177.	External corner angle-50mm PVC	No	1	100%						
178.	Concrete Roof tiles	No	1	100%						
179.	Corrugated galvanized sheet metal –0.925X 0.40mm	No	1	100%						
180.	Concrete Nails - 75 mm	No	1	100%						
181.	Concrete Nails - 100 mm	No	1	100%						

182.	3 lever - Mortice lock set	No	1	100%							
183.	Screws (Mortice lock)	No	1	100%							
184.	Butt hinges screws – 50mm	No	1	100%							
185.	Butt hinges (1 set) – 100mm X 80mm X 3mm	No	1	100%							
186.	Clout nails – 32mm X 2.8mm	Kg	1	100%							
187.	Panel pins – 50mm X 2mm	Kg	1	100%							
188.	Galvanized Valley Gutters and Boards 4.5m x 100mm x 75mm.	No	1	100%							
189.	Galvanized Ridging Pieces and Cement 3m x 450mm	No	1	100%							
190.	Spirit level 600 mm	No	1	100%							
191.	Square Try - 600mm	No	1	100%							
192.	Steel Square - 100 X 100 X 2mm	No	1	100%							
193.	Flat file 200mm	No	1	100%							
194.	Round file – 200mm	No	1	100%							
195.	Shifting spanner (200mm)	No	1	100%							
196.	Shifting spanner (300mm)	No	1	100%							
197.	Hammer 4 lb / club hammer	No	1	100%							
198.	Gauging Trowel – 150 mm	No	1	100%							
199.	Bolster – 6' X 9'	No	1	100%							
200.	Building line – 30m	No	1	100%							
201.	Scriber – 0-130mm	No	1	100%							
202.	Centre punch – 5 X 120mm	No	1	100%							
203.	Groover (8mm)	No	1	100%							
204.	Star and Flat Screw driver (80mm & 300mm)	No	1	100%							
205.	Snips metal (LH) 230mm	No	1	100%							
206.	Snips metal (RH) 250mm	No	1	100%							
207.	Snips Metal (Straight) – 255mm	No	1	100%							

208.	Hack saw – 300mm	No	1	100%							
209.	Hammer Ball pene ( 700g)	No	1	100%							
210.	Hammer Ball pene ( 200g)	No	1	100%							
211.	Wrench hexagon (pipe wrench 350mm)	No	1	100%							
212.	Wrench hexagon (pipe wrench 450mm)	No	1	100%							
213.	Basin Spanner - 300mm	No	1	100%							
214.	Bevel square – 10'	No	1	100%							
215.	Spring Divider – 150mm	No	1	100%							
216.	Tube cutter (for copper) 28mm	No	1	100%							
217.	Cold chisel 200mm	No	1	100%							
218.	Folding Radius Marker	No	1	100%							
219.	Pliers (200mm)	No	1	100%							
220.	Pliers (300mm)	No	1	100%							
221.	Water Pump Plier +- 300mm	No	1	100%							
222.	Tool box – 165 piece	No	1	100%							
223.	Digging Spade D grip	No	1	100%							
224.	Shovel (round)	No	1	100%							
225.	Plastic leaf Rake	No	1	100%							
226.	Pipe Bender 15 – 22 mm (Bending up to 180° copper)	No	1	100%							
227.	Bending pliers straight & 45°	No	1	100%							
228.	Tinsman Riveting Tool M3-M8	No	1	100%							
229.	Tinmans Rivert standard 4.8 X 14mm	No	1	100%							
230.	Wire Brush – 164mm X 260mm X 60mm	No	1	100%							
231.	Building line 20m	No	1	100%							
232.	Rivets 6mm x 40mm	Kg	1	100%							

233.	Ruler (steel) 300 mm	No	1	100%						
234.	Ruler (steel) 1 m	No	1	100%						
235.	Drilling machine (Hammer Drill SDS and Ordinary Drill) – 820mm	No	1	100%						
236.	660 x 660 mm Brick pier with Ø 100 mm P.V.C. / C.I. pipe (for Vent pipe and Chimney flushing) sloping 30°	No	1	100%						
237.	Stepladder 1800 mm Minimum – trade equipment multifunction ladder tools 1254	No	1	100%						
238.	Drain Rod Industrial – 6mm -2m high tensil	No	1	100%						
239.	Clear Water Pipe (30m roll of 3mm - 10m PVC	No	1	100%						
240.	Straight Edge aluminum (More than 3m)	No	1	100%						
241.	Galvanized sheet 0,6 – 0,8 mm x 1,5 x 2m	No	1	100%						
242.	UPVC Gutter 3m	No	1	100%						
243.	PVC Gutter Square 3m	No	1	100%						
244.	Gutter bracket Fascia Round – 100 X 75mm PVC	No	1	100%						
245.	Gutter bracket Fascia – 100 X 75mm - PVC	No	1	100%						
246.	Gutter offset Fascia Round 112 Deg PVC	No	1	100%						
247.	Gutter offset Square Downpipe Offset Bend 112 Deg – Plastic - PVC	No	1	100%						

248.	Stop Ends Round - 100 x 75mm PVC	No	1	100%						
249.	Stop Ends Square - 100 x 75mm steel galvanized	No	1	100%						
250.	Gutter Outlets Round - 100 x 75mm steel galvanized	No	1	100%						
251.	Gutter Outlets Square - 100 x 75mm steel galvanized	No	1	100%						
252.	External Gutter Corners – Round- 100 x 125mm steel	No	1	100%						
253.	Internal Gutter Corners – Round- 100 x 125mm steel galvanized	No	1	100%						
254.	External Gutter Corners –Square - 100 x 125mm steel galvanized	No	1	100%						
255.	Internal Gutter Corners –Square - 100 x 125mm steel galvanized	No	1	100%						
256.	Down Pipes Holder Batts - Round steel galvanized – 75mm	No	1	100%						
257.	Down Pipes Holder Batts - Square steel 100x75mm	No	1	100%						
258.	Gutter Bolts and nuts	Kg	1	100%						
259.	Down pipe with shoe Round (Ø 75 mm) steel	No	1	100%						
260.	Copper pipe (Ø15mm class 2)5.5m	No	1	100%						
261.	Down pipe with shoe Square(Ø 75 mm) 3m steel	No	1	100%						
262.	Copper pipe (Ø15mm class 0)5.5m	No	1	100%						
263.	Copper pipe (Ø22mm class 2)5.5m	No	1	100%						
264.	Copper pipe (Ø22mm class 0)5.5m	No	1	100%						
265.	Stopcock (Ø 15 mm)	No	1	100%						

266.	Stopcock (Ø 22 mm)	No	1	100%							
267.	Ball stop (Ø 15 mm)	No	1	100%							
268.	Ball stop (Ø 22 mm)	No	1	100%							
269.	Plumbing Hemp – 200g	No	1	100%							
270.	Plumbing Thread Tape – 30mmX19mm	No	1	100%							
271.	Compression fittings (Relevant to the Trade) – 110mm Straight copler -steel	No	1	100%							
272.	Flush pipe – 335mm X 140mm PVC	No	1	100%							
273.	C.I. soil and vent pipe (Ø 100 mm)	No	1	100%							
274.	C.I. 87.5° C.E. Junction (Ø 100 mm) PVC	No	1	100%							
275.	Holder bats (100 mm) plastic	No	1	100%							
276.	C.I. 87.5° C.E. Bend (Ø 100 mm) PVC	No	1	100%							
277.	Bib Taps 20mm - plastic	No	1	100%							
278.	Pillar Taps 15mm	No	1	100%							
279.	Casket Clamp 50mm and 110mm	No	1	100%							
280.	Galvanized pipe (Ø 15 mm)	No	1	100%							
281.	Galvanized pipe (Ø 20 mm)	No	1	100%							
282.	Holder bats (15 mm) PVC-100 in a pack	No	1	100%							
283.	Holder bats (20 mm) PVC-100 in a pack	No	1	100%							
284.	Aluminum Brackets (50 mm)	No	1	100%							
285.	Aluminum Brackets (110 mm)	No	1	100%							
286.	Copper Pipe Holder Bats (15mm)	No	1	100%							
287.	Copper Pipe Holder Bats (22mm)	No	1	100%							

288.	PVC Holder Bats (110mm and 50mm) Pipes	No	1	100%						
289.	Shower Rose – white face knuckle joints	No	1	100%						
290.	Shower trap P.V.C. (50 mm)	No	1	100%						
291.	Waste pipe P.V.C. (Ø 50 mm)	No	1	100%						
292.	C.E. bend P.V.C. (Ø 50 mm)	No	1	100%						
293.	Gulley Stone – 150mm X 110mm	No	1	100%						
294.	Elbow G.M.S. (22mm X 15 mm) red elbow galvanised - steel	No	1	100%						
295.	Elbow G.M.S. (90 degree 20 mm) galvanised - steel	No	1	100%						
296.	TEE G.M.S. (Ø 15 mm) copper	No	1	100%						
297.	TEE G.M.S. (Ø 20 mm) copper	No	1	100%						
298.	Junction P.V.C. (Ø 110 mm) 45 degrees	No	1	100%						
299.	Gulley trap P.V.C. (Ø 110mm)	No	1	100%						
300.	Rodding Eye P.V.C. (Ø 110 mm)	No	1	100%						
301.	Inspection Eye P.V.C. (Ø 110 mm)	No	1	100%						
302.	Bend 45° P.V.C. (Ø 110 mm)	No	1	100%						
303.	U-trap P.V.C. (Ø 110 mm)	No	1	100%						
304.	Socket P.V.C. (Ø 110 mm)	No	1	100%						
305.	Reducer copper Ø 22 x 15 mm	No	1	100%						
306.	Sand (Building )	No	1	100%						
307.	Ball-O-stop (Ø 15 mm)	No	1	100%						
308.	Capillary fittings (Relevant to the Trade) – 15mm (copper) 1. elbow copper capillary 90 degree 2. elbow 45 degree	No	1	100%						

	3. Reducing elbow 90 degrees 4. Coupling elbow 90degrees 5. Cross over 6. End cap 7. Equal Tee 8. Reducer 9. Reducer Tee								
309.	C.E. Bend 92.5° (Ø 50 mm) -PVC	No	1	100%					
310.	C.E. Bend 135°(Ø 50 mm) -PVC	No	1	100%					
311.	Trap (combined bath and overflow) – 40mm X 600mm - Plastic	No	1	100%					
312.	Flush valve (Uniral) – 20mm	No	1	100%					
313.	Flush pipe(Uniral) – 15mm	No	1	100%					
314.	Spreader (Uniral) 1.5 x 1m	No	1	100%					
315.	Bottle trap – 40mm X 40mm (chrome)	No	1	100%					
316.	Junction (Ø 110 x 50 mm C.E. 95°)	No	1	100%					
317.	PVC Soil and vent Pipe - 110mm X 600mm	No	1	100%					
318.	PVC Underground Pipe - 110mm X 6m (UG)	No	1	100%					
319.	PVC Above Ground Pipe - 110mm X 6m	No	1	100%					
320.	G.M.S Union - 20mm Copper	No	1	100%					
321.	G.M.S Union - 15mm copper	No	1	100%					
322.	Pressure Control Valve – 600kPa	No	1	100%					
323.	Two Vacuum Breaker 600 KPA	No	1	100%					
324.	T.P Valve 600Kpa 200mm	No	1	100%					

325.	Drain Cock 600Kpa 200mm	No	1	100%							
326.	Service Kit Components to repair the valves AVK-001 access service kit	No	1	100%							
327.	Paint brush (12 - 200 mm)	No	1	100%							
328.	Roller 200 mm, sheep skin and more hair roller	No	1	100%							
329.	Lining Fitch brush – 25mm	No	1	100%							
330.	Radiator brush microfiber long reach 80cm flexible	No	1	100%							
331.	Wall covering brush/Perspex (200*300 mm)	No	1	100%							
332.	10 – ¼" Steel brush with wood handle	No	1	100%							
333.	Scrapper(25-100 mm)	No	1	100%							
334.	T – square (1 500 – 2 000 mm) wood	No	1	100%							
335.	T – square (1 500 – 2 000 mm) plastic	No	1	100%							
336.	8 piece split proof M373 Wood Chisel	No	1	100%							
337.	Claw hammer 500g	No	1	100%							
338.	4 piece Chisel set square hole drill bits, steel hollow chisels woodworking tool set	No	1	100%							
339.	Spirit level - 1m	No	1	100%							
340.	Glass pliers – 200mm long jaw width approximately 25mm	No	1	100%							
341.	4 piece stainless steel Putty knife set includes 1 – ½ inch 3 6	No	1	100%							

342.	Scaffolding (Complete set) Frame with platforms and scissors	No	1	100%						
343.	Industrial double side Step ladder 1 200 mm 6step - aluminium	No	1	100%						
344.	Aluminium Step ladder 1 850 mm 6steps	No	1	100%						
345.	Aluminium extension Ladder 6000 mm	No	1	100%						
346.	Roof Ladder 240 X 640 X 920mm aluminum	No	1	100%						
347.	Sandpaper (80 grit)	No	1	100%						
348.	Sandpaper (60 grit)	No	1	100%						
349.	Pattern wall paper/Wall covering– 10m	No	1	100%						
350.	Telescopic Stick Aluminum	No	1	100%						
351.	Non-ferrous/ferrous metal – metal material used mostly in welding	Kg	1	100%						
352.	PVC Surface high gloss 2.6sqm	No	1	100%						
353.	Steel window frame 1030 x 1265 mm (8 glasses)	No	1	100%						
<b>BID PRICE EXC VAT (R)</b>										
<b>TOTAL IMPORTED CONTENT VALUE (R)</b>										
<b>TOTAL LOCAL CONTENT VALUE (R)</b>										

Signature of bidder \_\_\_\_\_

Date \_\_\_\_\_



## **GENERAL CONDITIONS OF CONTRACT**

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## **GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

The following terms shall be interpreted as indicated:

- 1.1 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **"Contract"** means the written agreement entered into between the purchaser and the provider, 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 provider 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 the 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 provider 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 provider and not involving the provider’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 provider 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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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 provider covered under the contract.
- 1.25 **"Written"** or **"in writing"** means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

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

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and in the institution's website.

## **4. Standards**

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

## **5. Use of contract documents and information; inspection**

- 5.1 The provider 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 provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on

completion of the provider's performance under the contract if so required by the purchaser.

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

## **6. Patent rights**

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

6.2 When a provider developed documentation/projects for the department or PROVINCIAL entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the department or PROVINCIAL entity.

## **7. Performance security**

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider'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 provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **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 purchaser or an organization acting on behalf of the purchaser.

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 clause 8.2 & 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 provider.
- 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 analysed 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 provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 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. Packaging**

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

- 9.2 The packaging, 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, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.

## **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.

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The provider may be required to provide any or all of the following services, including additional services, if any:
  - (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 provider of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the provider'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 provider 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 provider for similar services.

**14. Spare parts**

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

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

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

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

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

**16. Payment**

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

**17. Prices**

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

**18. Increase/decrease of quantities**

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no variation in price.

**19. Contract amendments**

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

**20. Assignment**

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

**21. Subcontracts**

- 21.1 The provider 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 provider from any liability or obligation under the contract.

**22. Delays in the provider's performance**

- 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.
- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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.

22.5 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 provider'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 provider.

### **23. Penalties**

23.1 Subject to GCC Clause 25, if the provider 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 good 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.

### **24. Termination For Default**

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

- (a) if the provider 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 provider fails to perform any other obligation(s) under the contract; or
- (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

### **25. Anti-Dumping And Counter-Vailing Duties And Rights**

25.1 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 provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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.

### **26. Force Majeure**

26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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.

26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the

purchaser in writing, the provider 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.

## **27. Termination For Insolvency**

27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,

## **28. Settlement Of Disputes**

28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.

28.2 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 provider 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.

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

28.4 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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

## **29. Limitation Of Liability**

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

- (a) the provider 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 provider to pay penalties and / or damages to the purchaser; and

- (b) the aggregate liability of the provider 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.

## **30. Governing Language**

30.1 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.

## **31. Applicable Law**

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

## **32. Notices**

32.1 Every written acceptance of a bid shall be posted to the provider 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.

32.2 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.

### **33. TAXES AND DUTIES**

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

33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.

33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

### **34. Transfer Of Contracts**

34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

### **35. Amendment Of Contracts**

35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.