

**PRICE QUOTATION NO: ALF5-23/24-0024**

**QUOTATION REQUEST FOR SUPPLY AND DELIVERY OF BUILDING MATERIAL  
TO THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, FOR THE  
DoE OFFICES IN NTABANKULU, ALFRED NZO REGION.**

**BIDDER:**

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**CSD REGISTRATION:**

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**CLOSING DATE: 14 NOVEMBER 2023**

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**CLOSING TIME: 11H00 AM**

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SUPPLY CHAIN MANAGEMENT  
EASTERN CAPE PUBLIC WORKS AND INFRASTRUCTURE  
CORNER OF NKOSI SENYUKELE JOJO  
AND NGQUBUSINI STREET  
MOUNT AYLIFF  
4735

**SCM SPECIFIC ENQUIRIES**

Enquires: Mr. S Mgcikeni

Email Address: [sithembile.mgcikeni@ecdpw.gov.za](mailto:sithembile.mgcikeni@ecdpw.gov.za)

Tel No: 039 254 6844

**TECHNICAL /PROJECT SPECIFIC ENQUIRIES**

Enquires: Mr. X. Ntswayi

Email Address: [xhanti.ntswayi@ecdpw.gov.za](mailto:xhanti.ntswayi@ecdpw.gov.za)

Tell No: 039 254 6711

Cell No: 078 405 7982 (during office hours)

**Fraud, Complaints & Tender Abuse Hotline**

**0800 701 701 (toll free number)**



**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORK &amp; INFRASTRUCTURE</b>					
BID NUMBER:	<b>ALF5-23/24-0024</b>	CLOSING DATE:	<b>14 NOVEMBER 2023</b>	CLOSING TIME:	<b>11H00 AM</b>
DESCRIPTION	<b>QUOTATION REQUEST FOR SUPPLY AND DELIVERY OF BUILDING MATERIAL TO THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR THE DoE OFFICES IN NTABANKULU, ALFRED NZO REGION</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Bid response documents may be deposited in the bid box situated at Block A, Department of Public Works and Infrastructure, Corner of Nkosi Senyukele Jojo and Ngqubusini Street, off Ntsizwa Street, Mt Ayliff 4735					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr. S. Mgcikeni		CONTACT PERSON	Mr. X. Ntswayi	
TELEPHONE NUMBER	039 254 6844 / 066 483 4689		TELEPHONE NUMBER	039 254 6711/078 405 7982	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	sithembile.mgcikeni@ecdpcw.gov.za		E-MAIL ADDRESS	<a href="mailto:xhanti.ntswayi@ecdpcw.gov.za">xhanti.ntswayi@ecdpcw.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND ~~THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017~~, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS 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.	SERVICE/GOODS REQUIRED	GRAND TOTAL (amount in figures)	GRAND TOTAL (amount in words)
1.	QUOTATION REQUEST FOR SUPPLY AND DELIVERY OF BUILDING MATERIAL TO THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, FOR THE DoE OFFICES IN NTABANKULU, ALFRED NZO REGION.	R..... (Carried over from SDB 3.1)	..... ..... ..... ..... (Carried over from (SBD 3.1)

(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: ALF5-23/24-0024

### QUOTATION REQUEST FOR SUPPLY AND DELIVERY OF BUILDING MATERIAL TO THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR THE DoE OFFICES IN NTABAKULU, ALFRED NZO REGION: ALF5 - 23/24 -0024

Bidders are here invited to submit quotations for the above indicated project. Quotation documents are downloadable from the Department of Public Works and Infrastructure website ([www.ecdpw.gov.za/tenders](http://www.ecdpw.gov.za/tenders)) from **26 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 AM** on the **14 November 2023**.  
when bids will be opened in public.

Physical Address of Bid Box: Block A, Department of Public Works & Infrastructure, Corner of Nkosi Senyukele Jojo off Ngqubusini Street, Mount Ayliff, 4735

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 phase one will thereafter be evaluated on PPPFA and its regulations for 2022.

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

Maximum points on price	-	<b>80 points</b>
Specific goals	-	<b>20 points</b>
<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. **SBD4 must be duly 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**

Enquires: Mr S Mgcikeni

Email Address:

[sithembile.mgcikeni@ecdpw.gov.za](mailto:sithembile.mgcikeni@ecdpw.gov.za)

Tel No: 039 254 6844

##### **TECHNICAL /PROJECT SPECIFIC ENQUIRIES**

Enquires: Mr. X. Ntswayi

Email Address: [xhanti.ntswayi@ecdpw.gov.za](mailto:xhanti.ntswayi@ecdpw.gov.za)

Tell/Cell No: 039 254 6711/078 405 7982

**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 **QUOTATION REQUEST FOR SUPPLY AND DELIVERY OF BUILDING MATERIAL TO THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR THE DoE OFFICES IN NTABAKULU, ALFRED NZO REGION: ALF5 - 23/24- 0024**

### 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**

1. 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.
2. 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.
3. No authority to sign is required from a company or close corporation or partnership which has only one director or member.
4. 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.
5. 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 Works and 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 and 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: **QUOTATION REQUEST FOR SUPPLY AND DELIVERY OF BUILDING MATERIAL TO THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR THE DoE OFFICES IN NTABANKULU, ALFRED NZO REGION: ALF5 - 23/24 -0024**

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, Physical Address of Bid Box: Block A, Department of Public Works & Infrastructure, Corner of Nkosi Senyukele Jojo off Ngqubusini Street, Mount Ayliff, 4735 not later than **11h00 AM** on **14 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. LATE BIDS**

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).

**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 be 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 & 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 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 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**

QUOTATION REQUEST FOR SUPPLY AND DELIVERY OF BUILDING MATERIAL TO THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR THE DōE OFFICES IN NTABANKULU, ALFRED NZO The specification below is general and specifically designed in accordance with the need of the Department. Therefore, no deviations will be allowed:

### **NB: ALL MATERIALS TO BE SABS APPROVED**

- Plumbing Material
- Carpentry Material
- Electrical Material
- Painting Material
- General Building Material
- Glazing material

### **PURPOSE BID FOR Item No.1.1: PLUMBING MATERIAL FOR RENOVATIONS**

<b>NO.</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>
1	Copper Tube 22x5.5m Domestic	2
2	Kwikot 600Kpa Multi PVC & Isolation valve&Exp	1
3	Kwikot Vacuum Relief Valve 22mm	2
4	Copperman Copcal Equal Tee 15mm	10
5	Copperman Copcal Equal Tee 22mm	3
6	Copperman Copcal ReducingTee 22mm	2
7	Copperman Copcal Elbow 22x90mm	8
8	Genebre Premium PTFE Tape 50x19x0.1mm	1
9	Kwikot 150lt Dual Geyser	1
10	Brassman Compression Straight female coupler 22mm	7
11	Copperman Copcal Elbow 15x90mm	16
12	Rothenberger Gas butane cartridge 190g	1
13	Copcal Solder wire 2mm 500g	1
14	Nasco flux 200g	1
15	Polycop masterbat 15mm	20
16	Polycop masterbat 22mm	5
17	Plumline SABS Flexi braided connector 15x350mm	6
18	Brassman Compression Spare Ring	20
19	Plumline mini ball valve & handle 15mm	8

20	Galvanised threaded rod 8x3m	2
21	Galvanised nut M8	8
22	Fender washer galv 8x38 (10)	1
23	PVC Weld 500ml	2
24	Gutter bolt nut 6x30 (25)	3
25	Eco half round gutter 6m	23
26	Eco 80mm Downpipe belled 3m	18
27	Eco downpipe offset	32
28	Eco downpipe holder bat	16
29	Eco downpipe shoe	14
30	Eco gutter outlet	12
31	Eco gutter stop end	19
32	Eco gutter union clip	32
33	Eco gutter internal angle 90 Degrees	6
34	Eco gutter external angle 90 Degrees	6
35	HDPE Compression tee female BSP 23x3/4	2
36	Polycop pipe 22x100m class10	2 RL
37	Brassman compression equal tee 22x15mm	4
38	Brassman compression elbow 22mm	6
39	Brassman compression reducing elbow 22x15mm	8
40	Galvanised reducing bush 25x20mm	1
41	Galvanised reducing socket 25x20mm	1
42	Brassman compression elbow 15mm	2
43	Copper tube 15x5.5m 460/2 domestic	1
44	PVC UG rodding eye 110x45 u110RE	3
45	PVC UG Bend 110x90 plain ¼	3
46	PVC UG junction 110x45 plain	2
47	Plumline pipe lubricant soft soap gel 500g	1
48	PVC UG pipe 110x6m plain normal duty 100Kpa SABS	4
49	PVC UG Socket 110mm Kimberly u110ks	3
50	Plumline amaro urinal te 400x300 incl bracket spreader	1
51	Genebre metering urinal valve cp (4 bar 70 degrees max)	1
52	Plumline 15mm urinal offset flush pipe and coupling nut	1
53	PVC S strap on boss saddle 10x50	1
54	Copper tube 22x5.5m 460/2 domestic	1

55	Plumline universal bottle trap cp 32x40mm 40x40mm	1
56	PVC SV BSP adaptor 50x1.1 female	1
57	Plumline amaro thin rim basin pp 500x410mm white	1
58	Plumline basin fixing bolt set 10x120mm	1
59	Elevated tanks 5000l	2
60	Plumline standard click basin waste slotted 32mm	1
61	Plumline universal flexi s trap reseal 32x40	1
62	Plumline hydrus pillar tap cp 15mm	1
63	Putty all-purpose 500g	1
64	Plumline amaro f/f c/c box suite pan and cist (no mech)	2
65	Plumline front flush close couple bibo mechanism complete	2
66	Plumline wooden toilet seat with nylon hinge white	2
67	PVC SV pan connector 110mm straight rr	2
68	PVC SV bend 110x87 plain rr	1
69	PVC SV bend 110x87 access vent horn rr	1
70	PVC UG bend 110x90 plain ¼	2
71	Genebre premium PTFE tape 50mx19mmx100mm	2
72	PVC SV vent valve 50mm universal	1

#### Item No.1.2 CARPENTRY MATERIAL

NO.	DESCRIPTION	QUANTITY
1	Door Sapele 1/CE	11
2	Rhino Cornice 75 /3,6m	25
3	Fascia board FC 150x12mmx3,6m	14
4	Corrugated iron 0.27mm/0,6x3.6m Z100	10
5	Corrugated iron 0.27mm/0,6x4.8m Z100	26
6	Jointer barge board 200x80mm	8
7	Barge board 200x80mmx3m	12
8	Timber SABS CCA 38x38x6m	160
9	Timber SABS CCA 50x76x6m	30

10	Timber SABS CCA 38x114x6m	65
11	Gyproc Fib tape 45m Roll 0.7kg	3
12	Washer medium zinc plate 10x35x15mm (25)	5
13	Hex set screw nut galvanized 10x100mm	6
14	Cut screw SMTH SHK YP 4x60mm	3
15	Bearing hinge 100x75x2mm (2pc)	11
16	Washer bonded EPDM 6.0x19mm	5
17	Crusher dust (1 ton)	3
18	Gyproc Rhinolite natural plus 40kg	2
19	Dry wall scr fine 3.5x32mm	4
20	Tek screw wood 5.5x90mm	10
21	Cement NPC black 50kg 42.5R	3
22	Medal plaster bond 5l	1
23	Contractor gold mortice 4l	25
24	Jointer fascia straight 10mmx225mm	14
25	Nails R/Tile 5kg 40x3.15mm	2
26	Nails Modek (25 S) 65x3.55mm	10
27	Purlin clip	100
28	Gumpole cca h4 75/100 2.7m	5
29	Reinforce mesh ref 193 SABS 2.4x6m	2
30	Shutterply untreated 2.44x1.22x18mm	5
31	Stone 13mm/19mm 1Ton	8
32	Cement NPC black 50kg 42.5R	40
33	Brickforce galv. 75mmx2.8mmx20m	10
34	Block concrete m6 140wx390lx190	500

#### Item No.1.3 ELECTRICAL MATERIAL

NO.	DESCRIPTION	QUANTITY
1	5FT Fit open 2lt Led wide (AUSMA)	45
2	5FT Led Tube D/L 24W	92
3	9W PL 2PIN C/W G23	11
4	Earth spikes 4FT	16
5	H/WIRE 10mm GRN	70

6	Flat cable 2.5x2+E (Twin)	300
7	Flat cable 1,5x2+E (Twin)	400
8	Box PCV 20MM 3 WAY	10
9	Box PVC 20MM 4 WAY	5
10	Box PVC 20mm LID STD	15
11	Screw Z/P CHD M5x16	3
12	Gland PVC No0 P/ON White	60
13	I/Tape Black seal bond	6
14	Chint DB Surf PVC 12W POP	2
15	Conduit PVC20mm (4m)	20
16	Flat cable 4x2+E (Twin)	10
17	Saddle Galv. 20mm	80
18	Wall plug 6x40mm Fischer	120
19	Spring toggle 5mx50mm	100
20	C/Clips Flat 8,5mm	21
21	C/Clip flat 10.5mm	3
22	Scruts midgets	200
23	Scruts normal	80
24	H/Wire 10mm Black	12
25	H/Wire 10mm Red	12
26	Lugs 10x12mm	10
27	D/Night National 16A	4
28	Ausma LED Floodlight 30W	10
29	LED Lamp BC 10W A60 C/W (APPLO)	24
30	LED 9W ES A60 6500K	20
31	Box 4x4 ext metal open white eb44	11
32	Box 4x2 ext metal open white eb42	9
33	AUSMA 4x4x4 socket PVC AUS	6
34	AUSMA 4x2 1L L/switch PVC	8
35	AUSMA 4x2 2L L/switch PVC AUS	1
36	Adaptor PVC 20mm Male	30
37	Coupling PVC 20mm	10
38	Gallery F/G 6" Shallow econo	4
39	AUSMA DB surf 6-9W PVC POP	10
40	4FT FITT OPEN 2lt LED Wide (AUSMA)	10



41	4FT LED tube D/L 16W (Genstar)	20
42	Trunking PVC 16x16 3m white yt1	10
43	AUSMA 4x4 single switched socket	10
44	Airdac 4mm sep neut + pilot wires	30

#### Item No.1.4 PAINTING MATERIAL

NO.	DESCRIPTION	QUANTITY
1	Medal Mid Sheen Cream PVA – 20 L	10
2	PN Micatex Umngeni sand 20L	10
3	Powafix Crackfiller all-purpose 10kg	10
4	Rags industrial grade A 5kg	5
5	Powafix turpentine mineral 5L	15
6	Paint extension pole 2.5m	5
7	Roller mock mohair 225mm	10
8	Roller set ruffpile 225mm	10
9	BI Superior P/Brush 150mm	5
10	BI Superior P/Brush 125mm	5
11	BI Superior P/Brush 100mm	5
12	BI Superior P/Brush 75mm	5
13	BI Superior P/Brush 50mm	5
14	Roofkote Charcoal 20L	12

#### Item No.1.5 General building material

NO.	DESCRIPTION	QUANTITY
1	Mesh REF193 Sheet 2.4 x 6m	7
2	Ready mix concrete	10 m <sup>3</sup>
3	Concrete kerbs	30

#### Item No.1.6 Glazing material

NO.	DESCRIPTION	QUANTITY
1	Clear window glass 925x560mm	4
2	Clear window glass 465mm x 1.19m	1

3	Clear window glass 480x590mm	1
4	Clear window glass 440x560mm	1
5	Clear window glass 950mmx1,195m	1
6	Clear window glass 925x555mm	1
7	Clear window glass 675x980mm	1
8	Clear window glass 675x655mm	1
9	Clear window glass 475x975mm	1
10	Clear window glass 475x650mm	1
11	Powafix putty white 5kg	1

The successful Bidder will be required to drain the sewerage using septic tank truck on the mentioned sites whenever a need arise.

**Specification confirmed by:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

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

## PRICE QUOTATION NOTICE: ALF5 - 23/24 -0024

### QUOTATION REQUEST FOR SUPPLY AND DELIVERY OF BUILDING MATERIAL TO THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, FOR THE DoE OFFICES IN NTABANKULU, ALFRED NZO REGION.

#### QUOTATION EVALUATION CRITERIA

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

Phase One: Administrative Compliance

Phase Two: Bidders passing phase one will thereafter be evaluated on PPPFA and its regulations of 2022.

#### Phase One: Administrative Compliance

Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid 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 which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
2. Bid proposals must be submitted in an original format **(re-typed bid documents will not be accepted)**
3. Returnable schedule: **SBD 1**- Invitation to bid: **Part A** should be complete, **Part B** must be duly completed and signed. NB: (It is compulsory to complete the following: Offer, signature of bid, capacity under which this bid is signed and date).
4. **SBD 3.1** pricing schedule-firm prices must be completed.
5. If the bid sum (amount in words) as per the **SBD 1** differs from total price on **SBD 3.1**, it will invalidate the offer submitted.
6. 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 their bid offer(s). 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.
7. Bidders must be a legal entity or sole proprietor or partnership or joint venture or consortia.
8. The **SBD 4** declaration form must be duly completed and signed
  - All questions from **2.1 to 2.3**. must be adequately answered.
  - All questions from **3 to 3.6** must also be adequately completed and signed.
  - In the event a director or one of the directors/trustees/shareholders/members of the company have any interest in any other related companies whether or not they are bidding for this contract, such interest must be disclosed on question **2.3.1** and failure to disclose will result in the elimination of the bidder (this information will be verified by evaluation committee through CSD).
9. Certificate of authority for joint ventures **(if applicable)**. In the case of a joint venture signed joint venture agreement stating the share of interest or percentage of each partner must be made available to the department by the joint venture.
10. **Resolution to Sign** must be duly completed and signed (where applicable).
11. Only one offer per bidder is allowed and alternative offers will not be considered. If more than one offer is received, none of the offers will be considered. Bidders are also not allowed to submit a bid or quotation whilst they are in agreement with other bidders in the form of joint venture or consortiums.

## **Phase Two: evaluation on new PPPFA and its regulations of 2022**

<b>THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT WILL BE APPLIED AND THE 80/20 PREFERENCE POINTS SYSTEM WILL BE APPLICABLE</b>	
<b>POINTS FOR PRICE</b>	<b>80 POINTS</b>
<b>SPECIFIC GOALS</b>	<b>20 POINTS</b>
<hr/>	
<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. Preference points for joint ventures / consortia will be allocated proportionately  
in terms of the attributes or qualification for the relevant specific goals.**
- 4. All information will be verified through CSD.**



#### **REQUIREMENTS FOR LOCAL PRODUCTION AND CONTENT:**

1. The relevant designated sector/s and their minimum thresholds for local production & content for the items are (where applicable):
2. 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 Annexure B the declaration certificate for local content & the declaration summary schedule attached
3. 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.
4. The minimum percentage for local content for PVC Pipes is 100% and electrical cable is 90%.
5. Failure to indicate minimum percentage (%) or not meeting minimum percentage for local content will lead to non-awarding of points
6. 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.
7. 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)**

Name of bidder ..... Bid number **ALF5 - 23/24 – 0024**

Closing Time: **11H00 AM**

Closing date: **14 November 2023**

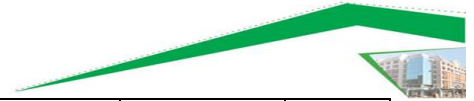
**BID FOR Item No.1.1: PLUMBING MATERIAL FOR RENOVATIONS**

**NB: PRICES MUST BE INCLUSIVE OF DELIVERY**

**Item No.1.1 PLUMBING MATERIAL**

NO.	DESCRIPTION	QUANTITY	Unit rate	Total
1	Copper Tube 22x5.5m Domestic	2		
2	Kwikot 600Kpa Multi PVC & Isolation valve&Exp	1		
3	Kwikot Vacuum Relief Valve 22mm	2		
4	Copperman Copcal Equal Tee 15mm	10		
5	Copperman Copcal Equal Tee 22mm	3		
6	Copperman Copcal Reducing Tee 22mm	2		
7	Copperman Copcal Elbow 22x90mm	8		
8	Genebre Premium PTFE Tape 50x19x0.1mm	1		
9	Kwikot 150lt Dual Geyser	1		
10	Brassman Compression Straight female coupler 22mm	7		
11	Copperman Copcal Elbow 15x90mm	16		
12	Rothenberg Gas butane cartridge 190g	1		
13	Copcal Solder wire 2mm 500g	1		
14	Nasco flux 200g	1		
15	Polycop masterbat 15mm	20		





16	Polycop masterbat 22mm	5		
17	Plumline SABS Flexi braided connector 15x350mm	6		
18	Brassman Compression Spare Ring	20		
19	Plumline mini ball valve & handle 15mm	8		
20	Galvanised threaded rod 8x3m	2		
21	Galvanised nut M8	8		
22	Fender washer galv 8x38 (10)	1		
23	PVC Weld 500ml	2		
24	Gutter bolt nut 6x30 (25)	3		
25	Eco half round gutter 6m	23		
26	Eco 80mm Downpipe belled 3m	18		
27	Eco downpipe offset	32		
28	Eco downpipe holder bat	16		
29	Eco downpipe shoe	14		
30	Eco gutter outlet	12		
31	Eco gutter stop end	19		
32	Eco gutter union clip	32		
33	Eco gutter internal angle 90 Degrees	6		
34	Eco gutter external angle 90 Degrees	6		
35	HDPE Compression tee female BSP 23x3/4	2		
36	Polycop pipe 22x100m class10	2 RL		
37	Brassman compression equal tee 22x15mm	4		
38	Brassman compression elbow 22mm	6		
39	Brassman compression reducing elbow 22x15mm	8		
40	Galvanised reducing bush 25x20mm	1		
41	Galvanised reducing socket 25x20mm	1		
42	Brassman compression elbow 15mm	2		
43	Copper tube 15x5.5m 460/2 domestic	1		
44	PVC UG rodding eye 110x45 u110RE	3		
45	PVC UG Bend 110x90 plain ¼	3		



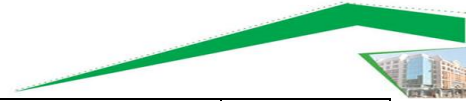
46	PVC UG junction 110x45 plain	2		
47	Plumline pipe lubricant soft soap gel 500g	1		
48	PVC UG pipe 110x6m plain normal duty 100Kpa SABS	4		
49	PVC UG Socket 110mm Kimberly u110ks	3		
50	Plumline amaro urinal te 400x300 incl bracket spreader	1		
51	Genebre metering urinal valve cp (4 bar 70 degrees max)	1		
52	Plumline 15mm urinal offset flush pipe and coupling nut	1		
53	PVC S strap on boss saddle 10x50	1		
54	Copper tube 22x5.5m 460/2 domestic	1		
55	Plumline universal bottle trap cp 32x40mm 40x40mm	1		
56	PVC SV BSP adaptor 50x1.1 female	1		
57	Plumline amaro thin rim basin pp 500x410mm white	1		
58	Plumline basin fixing bolt set 10x120mm	1		
59	Elevated tanks 5000l	2		
60	Plumline standard click basin waste slotted 32mm	1		
61	Plumline universal flexi s trap reseal 32x40	1		
62	Plumline hydrus pillar tap cp 15mm	1		
63	Putty all-purpose 500g	1		
64	Plumline amaro f/f c/c box suite pan and cist (no mech)	2		
65	Plumline front flush close couple bibo mechanism complete	2		
66	Plumline wooden toilet seat with nylon hinge white	2		



67	PVC SV pan connector 110mm straight rr	2		
68	PVC SV bend 110x87 plain rr	1		
69	PVC SV bend 110x87 access vent horn rr	1		
70	PVC UG bend 110x90 plain ¼	2		
71	Genebre premium PTFE tape 50mx19mmx100mm	2		
72	PVC SV vent valve 50mm universal	1		

**Item No.1.2 CARPENTRY MATERIAL**

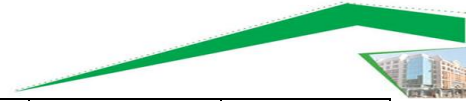
NO.	DESCRIPTION	QUANTITY	UNIT RATE	AMOUNT
1	Door Sapele 1/CE	11		
2	Rhino Cornice 75 /3,6m	25		
3	Fascia board FC 150x12mmx3,6m	14		
4	Corrugated iron 0.27mm/0,6x3.6m Z100	10		
5	Corrugated iron 0.27mm/0,6x4.8m Z100	26		
6	Jointer barge board 200x80mm	8		
7	Barge board 200x80mmx3m	12		
8	Timber SABS CCA 38x38x6m	160		
9	Timber SABS CCA 50x76x6m	30		
10	Timber SABS CCA 38x114x6m	65		
11	Gyproc Fib tape 45m Roll 0.7kg	3		
12	Washer medium zinc plate 10x35x15mm (25)	5		
13	Hex set screw nut galvanized 10x100mm	6		
14	Cut screw SMTH SHK YP 4x60mm	3		
15	Bearing hinge 100x75x2mm (2pc)	11		
16	Washer bonded EPDM 6.0x19mm	5		
17	Crusher dust (1 ton)	3		
18	Gyproc Rhinolite natural plus 40kg	2		



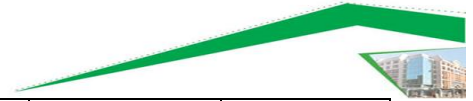
19	Dry wall scr fine 3.5x32mm	4		
20	Tek screw wood 5.5x90mm	10		
21	Cement NPC black 50kg 42.5R	3		
22	Medal plaster bond 5l	1		
23	Contractor gold mortice 4l	25		
24	Jointer fascia straight 10mmx225mm	14		
25	Nails R/Tile 5kg 40x3.15mm	2		
26	Nails Modek (25 S) 65x3.55mm	10		
27	Purlin clip	100		
28	Gumpole cca h4 75/100 2.7m	5		
29	Reinforce mesh ref 193 SABS 2.4x6m	2		
30	Shutterply untreated 2.44x1.22x18mm	5		
31	Stone 13mm/19mm 1Ton	8		
32	Cement NPC black 50kg 42.5R	40		
33	Brickforce galv. 75mmx2.8mmx20m	10		
34	Block concrete m6 140wx390lx190	500		

**Item No.1.3 ELECTRICAL MATERIAL**

NO.	DESCRIPTION	QUANTITY	UNIT RATE	AMOUNT
1	5FT Fit open 2lt Led wide (AUSMA)	45		
2	5FT Led Tube D/L 24W	92		
3	9W PL 2PIN C/W G23	11		
4	Earth spikes 4FT	16		
5	H/WIRE 10mm GRN	70		
6	Flat cable 2.5x2+E (Twin)	300		
7	Flat cable 1,5x2+E (Twin)	400		
8	Box PCV 20MM 3 WAY	10		
9	Box PVC 20MM 4 WAY	5		
10	Box PVC 20mm LID STD	15		
11	Screw Z/P CHD M5x16	3		
12	Gland PVC No0 P/ON White	60		



13	I/Tape Black seal bond	6		
14	Chint DB Surf PVC 12W POP	2		
15	Conduit PVC20mm (4m)	20		
16	Flat cable 4x2+E (Twin)	10		
17	Saddle Galv. 20mm	80		
18	Wall plug 6x40mm Fischer	120		
19	Spring toggle 5mx50mm	100		
20	C/Clips Flat 8,5mm	21		
21	C/Clip flat 10.5mm	3		
22	Scruts midgets	200		
23	Scruts normal	80		
24	H/Wire 10mm Black	12		
25	H/Wire 10mm Red	12		
26	Lugs 10x12mm	10		
27	D/Night National 16A	4		
28	Ausma LED Floodlight 30W	10		
29	LED Lamp BC 10W A60 C/W (APPLO)	24		
30	LED 9W ES A60 6500K	20		
31	Box 4x4 ext metal open white eb44	11		
32	Box 4x2 ext metal open white eb42	9		
33	AUSMA 4x4x4 socket PVC AUS	6		
34	AUSMA 4x2 1L L/switch PVC	8		
35	AUSMA 4x2 2L L/switch PVC AUS	1		
36	Adaptor PVC 20mm Male	30		
37	Coupling PVC 20mm	10		
38	Gallery F/G 6" Shallow econo	4		
39	AUSMA DB surf 6-9W PVC POP	10		
40	4FT FITT OPEN 2lt LED Wide (AUSMA)	10		
41	4FT LED tube D/L 16W (Genstar)	20		
42	Trunking PVC 16x16 3m white yt1	10		



43	AUSMA 4x4 single switched socket	10		
44	Airdac 4mm sep neut + pilot wires	30		

#### Item No.1.4 PAINTING MATERIAL

NO.	DESCRIPTION	QUANTITY	UNIT RATE	AMOUNT
1	Medal Mid Sheen Cream PVA – 20 L	10		
2	PN Micatex Umngeni sand 20L	10		
3	Powafix Crackfiller all-purpose 10kg	10		
4	Rags industrial grade A 5kg	5		
5	Powafix turpentine mineral 5L	15		
6	Paint extension pole 2.5m	5		
7	Roller mock mohair 225mm	10		
8	Roller set ruffpile 225mm	10		
9	BI Superior P/Brush 150mm	5		
10	BI Superior P/Brush 125mm	5		
11	BI Superior P/Brush 100mm	5		
12	BI Superior P/Brush 75mm	5		
13	BI Superior P/Brush 50mm	5		
14	Roofkote Charcoal 20L	12		

#### Item No.1.5 GENERAL BUILDING MATERIAL

NO.	DESCRIPTION	QUANTITY	Unit rate	Total
1	Mesh REF193 Sheet 2.4 x 6m	7		
2	Ready mix concrete	10 m <sup>3</sup>		
3	Concrete kerbs	30		





**Item No.1.6 GLAZING MATERIAL**

NO.	DESCRIPTION	QUANTITY	Unit rate	Total
1	Clear window glass 925x560mm	4		
2	Clear window glass 465mm x 1.19m	1		
3	Clear window glass 480x590mm	1		
4	Clear window glass 440x560mm	1		
5	Clear window glass 950mmx1,195m	1		
6	Clear window glass 925x555mm	1		
7	Clear window glass 675x980mm	1		
8	Clear window glass 675x655mm	1		
9	Clear window glass 475x975mm	1		
10	Clear window glass 475x650mm	1		
11	Powafix putty white 5kg	1		



## FINAL SUMMARY

No.	Description (A)	TOTALS
1	Sub Total 1- PLUMBING TOOL MATERIAL	R .....
2.	Sub Total 2- CARPENTRY MATERIAL	R .....
3	Sub Total 3- ELECTRICAL MATERIAL	R .....
4	Sub Total 4- PAINTING MATERIAL	R .....
5	Sub Total 5- GENERAL BUILDING MATERIAL	R .....
6	Sub Total 6- GLAZING MATERIAL	R .....
	<b>SUB –TOTAL</b>	R.....
	<b>VAT@ 15 %if applicable</b>	R.....
	<b>TOTAL AMOUNT</b>	R.....

**Total amount must be carried to SBD 1**

If VAT is charged, VAT registration must be completed below

**VAT REGISTRATION NUMBER** .....

**CSD REGISTRATION NUMBER** .....

**SIGNED**..... **DATE** .....

**NAME**..... **POSITION**.....

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**COMPANY NAME**.....

If VAT is charged, VAT registration must be completed below

**VAT NUMBER REGISTRATION** .....

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean



that preference points for specific goals are not claimed.

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

$P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{\min}$  = Price of lowest acceptable tender

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



### 3.2.1. POINTS AWARDED FOR PRICE

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

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

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 Content:-</b>			
	(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 propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

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



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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

## ANNEXURE B

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

This declaration 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. QUOTATION REQUEST FOR SUPPLY AND DELIVERY OF BUILDING MATERIAL TO THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, FOR THE DoE OFFICES IN NTABANKULU, ALFRED NZO REGION. ALF5-23/24-0024.**

**ISSUED BY: 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 PRODUCTION & CONTENT ANNEXURE



### Local Content – Declaration Summary Schedule

Page No.	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)
				C1	C2	C3	C4	C5	C6	C7	C8
								(C3-C4=C5)	(C1 x C4 = C6)	(C1 x C3= C7)	
		Eco 80mm Downpipe belled 3m	No.	18							
		Eco downpipe offset	No.	32							
		Eco downpipe holder bat	No.	16							
		Eco downpipe shoe	No.	14							
		Flat cable 2.5x2+E (Twin)	M	300							
		Flat cable 1,5x2+E (Twin)	M	400							
		Flat cable 4x2+E (Twin)	m	10							



BID PRICE EXC VAT (R)						
TOTAL IMPORTED CONTENT VALUE (R)						
TOTAL LOCAL CONTENT VALUE (R)						

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

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



## SBD 4

### BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

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

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

#### 2. Bidder's declaration

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

Full Name	Identity Number	Name of State institution

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





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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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

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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.



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 (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



**ANNEXURE A**

**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) .

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

WITNESSES:

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



## **GENERAL CONDITIONS OF CONTRACT**

### **A. TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the provider's performance
22. Penalties
23. Termination for defaults
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties



## **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 escalation 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.