Province of the
EASTERN CAPE
PUBLIC WORKS & INFRASTRUCTURE

PRICE QUOTATION NO: ALF5-21/22-022

QUOTATION REQUEST FOR SUPPLY AND DELIVERY OF MAINTENANCE MATERIAL FOR EX-MALUTI COLLEGE COMPLEX

BIDDER:

CSD REGISTRATION:

CLOSING DATE: 22 NOVEMBER 2021

CLOSING TIME: 11H00 AM

ENQUIRIES:

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

SCM SPECIFIC ENQUIRIES
Enquires: Mr S. Mgcikeni
Email Address:Sithembile.Mgcikeni@ecdpw.gov.za
Tel No: 066 483 4689 / 039 254 6844

TECHNICAL /PROJECT SPECIFIC ENQUIRIES
Enquires: Ms.M.Ntiise
Email Address: Modiehi.Ntiise@ecdpw.gov.za
Cell No: 039 254 6847

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

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PART A

INVITATION TO BID

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

BID NUMBER:	ALF5-21/22-022	CLOSING DATE:	22 NOVEMBER 2021	CLOSING TIME:	11H00 AM
DESCRIPTION	QUOTATION REQUEST FOR SUPPLY AND DELIVERY OF MAINTENANCE MATERIAL FOR THE EX-MALUTI COLLEGE COMPLEX				

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

DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE, CORNER OF NKOSI SENYUKELE JOJO OFF NGQUBUSINI STREET, MOUNT AYLIFF, 4735

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Mr. S. Mgcikeni	CONTACT PERSON	Ms.M.Ntiise
TELEPHONE NUMBER	039 254 6844/066 483 4689	TELEPHONE NUMBER	039 254 6847
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Sithembile.Mgcikeni@ecdpw.gov.za	E-MAIL ADDRESS	modiehintiise@ecdpw.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

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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 Maintenance Material for the EX-Maluti College Complex.	R..... (Carried over from page 30)	.... (Carried over from page 30)

(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: .....

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PUBLIC WORKS & INFRASTRUCTURE

PRICE QUOTATION NOTICE: ALF5-21/22-022

QUOTATION REQUEST FOR SUPPLY AND DELIVERY OF MAINTENANCE MATERIAL FOR THE EX-MALUTI COLLEGE COMPLEX

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) from **04 NOVEMBER 2021**

A **Non - Compulsory Pre-tender briefing meeting** with bidders and the Department of Public Works & Infrastructure personnel will take place at **Mt Ayliff Board Room**, Alfred Nzo Region **on 11 November 2021** starting at **11h00-12h00.**

Due to COVID 19 restrictions, the non - compulsory Pre-Tender briefing may be held in groups. Bidders must ensure that they wear face masks all the time during the non - compulsory Pre-Tender Briefing meeting. COVID 19 Restrictions are to be observed at all times.

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 **22 NOVEMBER 2021** when bids will be opened in public.

Physical Address of Bid Box: 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 three (3) phases

Phase One (1): Evaluation for compliance to bid rules and conditions, thereafter.
Phase Two (2): To be evaluated local Production and Content in terms of the stipulated minimum threshold for local production and content (PVC Pipes and Plastic Fittings at 100% and Steel products at 100%).
Phase Three (3): Bidders passing the above phases will be evaluated on PPPFA of 2017.

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

Maximum points on price	-	**80 points**
Maximum points for BBBEE	-	**20 points**
TOTAL	-	**100 points**

B. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO

SCM SPECIFIC ENQUIRIES	**TECHNICAL /PROJECT SPECIFIC ENQUIRIES**
Enquires: S. Mgcikeni Email Address: Sithembile.Mgcikeni@ecdpw.gov.za Tel No: 039 254 6844 / 066 483 4689	Enquires: Ms.M.Ntiise Email Address: Modiehi.Ntiise@ecdpw.gov.za Cell No: 039 254 6847

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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 MAINTENANCE MATERIAL FOR THE EX-MALUTI COLLEGE COMPLEX**

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 service provider 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.

13. CONTRACT PERIOD

a. The Department of Public 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 MAINTENANCE MATERIAL FOR THE EX-MALUTI COLLEGE COMPLEX

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, Block A, Department of Public Works & Infrastructure, Corner of Nkosi Senyukele Jojo off

Ngqubusini Street, Mount Ayliff, not later than **11h00 AM** on **22 November 2021** 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.

17. NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER

The Bid will be awarded to the bidder who scores the highest PPPFA points. However, should an offer not be market related, the Department reserves the right to negotiate with bidders in accordance with the PPPFA regulations of 2017.

18. 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).

19. COMMUNICATION

a. 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.
b. The delegated office of Department of Public Works & Infrastructure may communicate with Bidder(s) where clarity is sought in the bid proposal.
c. Any communication to an official or a person acting in an advisory capacity for Department of Public Works & Infrastructure in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
d. All communication between the Bidder(s) and Department of Public Works & Infrastructure must be done in writing.
e. Whilst all due care has been taken in connection with the preparation of this bid, Department of Public Works & 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 & Infrastructure, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
f. 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 & Infrastructure in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Department of Public Works & Infrastructure an opportunity to consider what corrective action is necessary (if any).
g. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by Department of Public Works & Infrastructure will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

h. 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.

20. CONDITIONS WITHDRAWN FROM THE GENERAL CONDITIONS OF CONTRACT

Spare parts (paragraph 14)

21. 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.

22. 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.

23. 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.

24. 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 & Infrastructure harmless from any and all such costs which Department of Public Works & Infrastructure may incur and for any damages or losses Department of Public Works & Infrastructure may suffer.

25. 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.

26. 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.

27. TAX COMPLIANCE

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

28. 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.

29. BBBEE CRITERIA

a. For bidders to qualify for BBBBEE points, the bidders are required to submit with the quotation: A valid original or valid original certified copy of the bidder's BBBEE certificate or "valid original or valid original certified copy of Sworn Affidavit in terms of amended BBBEE codes. Failure to submit will result in zero points scored for B-BBEE status level.

b. SBD 6.1 should be properly completed and signed and failure to do so will result in the non-awarding of points.

c. Furthermore, failure to complete section 7; subcontracting as per the SBD 6.1 will automatically results in the non-awarding of points for BBBEE.

d. Should the bidder intend to sub-contract more than 25%, it is compulsory to submit a valid original or valid original certified copy of BBBEE certificate or valid original or valid original certified copy of Sworn Affidavit in terms of amended BBBEE codes for all proposed sub-contractors. Failure will automatically result in no points awarded for BBBEE, irrespective of the main bidder submitted valid original or valid original certified copy of its BBBEE certificate or valid original or valid original certified copy of Sworn Affidavit in terms of amended BBBEE codes.

30. AWARD OF BIDDERS NOT SCORING THE HIGHEST POINTS

a. The Department intends to award this to the highest point scorer as whole, unless circumstances justifies otherwise.

b. 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.

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31. OTHER CONDITIONS OF BID

a. The bidder must be registered on the Central Supplier Database (CSD) prior the award.
b. 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.
c. The Department intends to award to the highest point scorer per item, unless circumstances justifies otherwise.
d. This quotation will be awarded as a whole.
e. The Department will contract with the successful bidder through signing of an award letter or issuing of an official order.
f. The following Annexures should be duly completed (A and B).

32. AWARD OF BIDDERS NOT SCORING THE HIGHEST POINTS

a. The Department intends to award this to the highest point scorer as whole, unless circumstances justifies otherwise.
b. 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.

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TERMS OF REFERENCE / SPECIFICATION

QUOTATION REQUEST FOR SUPPLY AND DELIVERY OF MAINTENANCE MATERIAL FOR THE EX-MALUTI COLLEGE COMPLEX

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
- Painting Material
- Electrical Material
- Ironmongery Material
- Scaffolding Wheels
- Tile Material
- Fixing Material
- Windows and Doors Material

PURPOSE BID FOR **Item No.1.1: PLUMBING MATERIAL FOR THE REPAIRS AND MAINTENANCE OF EX-MALUTI COLLEGE COMPLEX**

No	Description	Quantity
1	Eco Half Round Gutter 6m (or Equivalent)	05
2	Eco 80mm Downpipe Belled 3m (or Equivalent)	04
3	Eco Downpipe Offset (or Equivalent)	05
4	Eco Downpipe Shoe (or Equivalent)	02
5	Garden Hosebib Tap 1/2" X 3/4"- SABS	03
6	Eco Gutter Stop End (or Equivalent)	06
7	Eco Gutter Union Clip (or Equivalent)	02
8	Gutter SABS PVC Ro Pipe Clip	06
9	PVC Gutter Outlet Round	03
10	Flash Valve Kits With Side Feeds	06
11	Gate Valve (22mm)	03

Item No.1.2: CAPENTRY MATERIAL FOR THE REPAIRS AND MAINTENANCE OF EX-MALUTI COLLEGE COMPLEX

No	Description	Quantity
1	Rhino Board 6.4 mm /0.9 X 3.6 m (or Equivalent)	14
2	Quadrant Hardwood 26 X 26 /3 m	01
3	Skirting Hardwood 67 X 14 / 3 m	01
4	UPVC Fascia Board 9 X 225 mm 4m	17
5	H Profile Fascia PLA S Joiners 10 m X 225 mm	16
6	Wooden Door Frame 813 X 2032 X 140 mm R/H	02
7	Rhino Cornice 75 mm 3.6 m (or Equivalent)	33
8	Rhino Celling Board 6.4 mm X 1200 X 3600 mm (or Equivalent)	23
9	Shatterply Pine Untreated 2400 X 1200 X 18 mm	04
10	Cover Strip Hardwood 30x9/3m	06
11	Timber SABS CCA 38x38 3.6m	15
12	Screw Chipboard Smooth Shank 4x40 (75)	15

Item No. 1.3: PAINTING MATERIAL FOR THE REPAIRS AND MAINTENANCE OF EX-MALUTI COLLEGE COMPLEX

No	Description	Quantity
1	Polvin White 20l (Wall and Celling) (or Equivalent)	10
2	Bi High Gloss Enamel 5l Black	10
3	Bi Standard G/Enamel White 20l	08
4	Bi Arc Roof 20l Red Oxide	08
5	Bi Standard 5lt G/Brown Gloss Enamel	15
6	Roofkote 20l Green (or Equivalent)	04
7	Bi Standard G/Enamel White 20l	02
8	Gloss Enamel Paint White 5l	02
9	Turpentine 5l	12
10	20l Base Pastel	12
11	Road Marking White 5lt	03

12	Road Marking Yellow 5lt	03

Item No. 1.4: ELECTRICAL MATERIAL FOR THE REPAIRS AND MAINTENANCE OF EX-MALUTI COLLEGE COMPLEX

No	Description	Quantity
1	Bulb 20w ES Led T80	50
2	Bulb 10w Led Module CW+DL	50
3	Bulb 400w Metal Halide Tubular	30
4	2ft Led Tube 10w 6000kt80	300
5	4ft Led Tube 18w T8 Frosted	400
6	5ft Led Tube 24w 6000k	400
7	400w M/V Lamp Elip	50
8	16w 2d E/Server C/W 6000k 2 Pin	100
9	16w 2d E/Server C/W 6000k 4 Pin	100
10	70w ES Globes M/H G12	150
11	13w PL 2pin C/W 13w/840 Tubes	50
12	Led BC 5w G/Ball 6000k Globes	10
13	Fluorescent Tube 1200 Mm Cool White 4ft/36w	100
14	61w 4pin 2d CW 6000k Tubes	100
15	400w Mercury M/VAPP Or Cool White	50
16	El Tubes PL-13 2pin	50
17	Globes B22 Cool White 5.5w	100
18	5ft Fitt Open 2lt Led Wide	100
19	Led 12w BC A60 D/L	100
20	Led 12w ES A60 D/L	100
21	Led Floodlight 50w	30
22	Wall Plug 8x60 Mm Fischer	100
23	5ft Fitt Open 2lt Led Wide Double	50
24	Led Globe GU 10 3w W/White	13
25	Proton Light Bulkhead 2d Clear Globes (or Equivalent)	03
26	Daylight Switch, National 16A	04
27	L/Worx Led S/Fixture Dynamic 2 X 14 W White	14
28	Lightworx Led A60 GLS 7w E27 CW	10

29	Lightworx Led 7w A60 B22 Batt B/Up White	10
30	Globe Led A60 E27 R/D	10
31	Globe Led A60 B22 R/D	10
32	Lamp 240v 16w 2d B1p 4 Pin	15
33	Daylight SABS Time Switch	02
34	Bulkhead Centurion White 2d 16w Magnetic	03
35	Bi Globe G9 3w 2Pin Warm White	13
36	Bi Led Batten T8 4ft DBL	14
37	Globe Led 24w T8 Tube Daylight 5FT	24
38	Bulkhead SABS Round Fitting	03
39	B/Head PL9x2 Mirage Clear	20
40	9w Pl 2pin C/W G23	40
41	C/T Module 2 Way Switch	08
42	C/T 4x2 2L L/SWITCH	02
43	CFL 15w 3u B22 Lamp	20
44	C/T 4 X 2 2L Cover Steel	02
45	C/T 4 X 2 1L Cover Steel	08

Item No.1.5: IRONMONGERY MATERIAL FOR THE REPAIRS AND MAINTENANCE OF EX-MALUTI COLLEGE COMPLEX

No	Description	Quantity
1	Striker Plate For Steel Door Frame	01
2	Peg Stay 200 mm + Screws	02
3	Peg Stay 250 mm + Screws	02
4	Offset Hinge	10
5	Mackie Lockset Mortice 4 Lever	40
6	Lockset Mortice 4l CP Union	26
7	Yale Mortice Lockset 4l	53
8	Cylinder Lockset	01
9	Handle RH + Screw Bush	02

10	Drywall Screw CRS 6 X 32 mm 100pk	02
11	Eureka Nail In White Rimmed 8 X 120 mm P10 (or Equivalent)	25
12	Eureka TEK Screw Hex Crseq 100 5.5 X 90 mm (or Equivalent)	02
13	Eureka Bonded Washers 6 X 26 mm 10pk (or Equivalent)	10
14	Washer Bonded 6 X 26 (100)	01
15	St/St B/Bearing Hinge 100 X 75 X 2 mm	11
16	Gutter Bolt Nut 6 X 75	23
17	TEK Scr Crs 8 mm Nutset 100 X 5.5 X 90 mm	01
18	Washer Medium Zinc Plat 6 X 22 X 1.5 (10)	01
19	Screw Chipboard F/Thread 3.5 X 13	01
20	Nails SABS 5KG/75X3.55mm	01
21	Rivet Blind Alum Open 4.8 x 15 (100)	01
22	Drywall Screws Ceiling 3.5 x 32 mm #6 Q150	15

Item No.1.6: SCAFFOLDING WHEELS FOR THE REPAIRS AND MAINTENANCE OF EX-MALUTI COLLEGE COMPLEX

No	Description	Quantity
1	W/H 200mm Scaffolding Castor Pu C/Ir (scaffel holder wheel)	32

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2030 NDP

Item No.1.7: TILE MATERIAL FOR THE REPAIRS AND MAINTENANCE OF EX-MALUTI COLLEGE COMPLEX

No	Description	Quantity
1	MQ (20) 1.2 mm Biscuit Color Vinyl Tile Q49 (3 Boxes)	**03**

Item No.1.8: FIXING MATERIAL FOR THE REPAIRS AND MAINTENANCE OF EX-MALUTI COLLEGE COMPLEX

No	Description	Quantity
1	Polyfilla Exterior 12kg (or Equivalent)	08
2	Polyfilla Interior 12kg (or Equivalent)	08
3	Pvc Weld 500 ML	02
4	Alcolin Wood Glue 500ml (or Equivalent)	01
5	Alcolin contact Adhesive 1 Litre (or Equivalent)	05
6	Alcolin Wood Filler Meranti 200G (or Equivalent)	02

Item No.1.9: WINDOW AND DOOR MATERIAL FOR THE REPAIRS AND MAINTENANCE OF EX-MALUTI COLLEGE COMPLEX

No	Description	Quantity
1	Glass 4 mm Clear 1830 X 1220	03
2	Door Burglar 813 X 2032	01
3	Blue Fabric 127mm slat width Vertical Curtain Blinds size 1200 x 1200	40
4	Multipurpose White putty 5kg	01
5	Bituseal Plastic 5lt (or Equivalent)	03
6	B/Head ES Mirage Clear	30
7	Door Sapele 1/Ce	02
8	ABE Bituseal Plastic 1L (or Equivalent)	02

9	Door Mixed Timber FL Braced	02
10	Butterfly Hinge 65 mm	02

QUOTATION REQUEST FOR SUPPLY AND DELIVERY OF MAINTENANCE MATERIAL FOR THE EX-MALUTI COLLEGE COMPLEX.

QUOTATION EVALUATION CRITERIA

This quotation will be evaluated in three (03) phases

Phase One (1): Evaluation for compliance to bid rules and conditions, thereafter.

Phase Two (2): To be evaluated local Production and Content in terms of the stipulated minimum threshold for local production and content (PVC Pipes and Plastic Fittings at 100% and Steel products at 100%).
Phase Three (3): Bidders passing the above phases will be evaluated on PPPFA of 2017.

PHASE ONE (1): Evaluation for Compliance to Bid Rules and Conditions

A. Bidders' proposal must meet the following minimum requirements and the required 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 with mandatory conditions, the bidder will be eliminated:

1. Bidder's proposal which are late, incomplete, faxed, emailed will not be accepted.
2. 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: signature of bid, capacity under which this bid is signed and date).
3. SBD 3.1 pricing schedule-firm prices must be completed.
4. 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.
5. 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)
6. **SBD4 -** Declaration of interest must be duly completed and signed:
   - All questions from 2.7 to 2.11 must be adequately answered.
   - Paragraph 3 and paragraph 4 must be adequately completed.
   - 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 2.11.1 and failure to disclose will result in the elimination of the bidder (this information will be verified by evaluation committee through CSD).
7. **SBD 8-** Declaration of Bidders past Supply Chain Management Practices must be duly completed and signed.
8. **SBD 9-** Certificate of Independent Bid Determination must be duly completed and signed.
9. Bidder's proposal that do not meet the specification will be eliminated.
10. **Annexure C** (Resolution to Sign) must be duly completed and signed where applicable. If the document is signed by one of the directors, resolution to signed is not required to be completed.

11. Bidders must be a legal entity or partnership. In the event of a consortia/joint ventures a signed agreement by all parties must be submitted with the bid. Also see notes to the "Authority to Sign".

NB: All the above bid conditions are mandatory.

PHASE TWO (2): EVALUATION ON LOCAL PRODUCTION AND CONTENT

i. On local content designated items, only locally produced goods or services with a stipulated minimum threshold for local production and content of 100% will be considered.
ii. The relevant designated sector: PVC Pipes and Plastic Fittings at 100% and Steel products at 100% minimum threshold for local production and content.
iii. 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.
iv. Failure to indicate minimum percentage (%) or not meeting minimum percentage for local content will automatically invalidate the bid for further consideration.
v. 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.
vi. **SBD 6.2** with **Annexure C** must be duly completed and signed.

NB: All the above bid conditions are mandatory.

PHASE THREE (3): EVALUATION ON NEW PPPFA OF 2017/ BBBEE

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

POINTS FOR PRICE	**80 POINTS**
MAXIMUM POINTS FOR BBBEE	**20 POINTS**
TOTAL POINTS	**100 POINTS**

Province of the
EASTERN CAPE
PUBLIC WORKS & INFRASTRUCTURE

SBD 3.1

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

Name of bidder	Bid number **ALF5 - 21/22 - 022**
Closing Time: **11H00 AM**	Closing date: **22 November 2021**

BID FOR Item No.1.1: PLUMBING MATERIAL FOR THE REPAIRS AND MAINTENANCE OF EX-MALUTI COLLEGE COMPLEX

NB: PRICES MUST BE INCLUSIVE OF DELIVERY

	Description	Qty (A)	Price per unit (B)	Total Cost (C) (A)x(B)=C
1	Eco Half Round Gutter 6m (or Equivalent)	05		
2	Eco 80mm Downpipe Belled 3m (or Equivalent)	04		
3	Eco Downpipe Offset (or Equivalent)	05		
4	Eco Downpipe Shoe (or Equivalent)	02		
5	Garden Hosebib Tap 1/2" X 3/4"- SABS	03		
6	Eco Gutter Stop End (or Equivalent)	06		
7	Eco Gutter Union Clip (or Equivalent)	02		
8	Gutter SABS PVC Ro Pipe Clip	06		
9	PVC Gutter Outlet Round	03		
10	Flash Valve Kits With Side Feeds	06		
11	Gate Valve (22mm)	03		
Sub Total –1			**R**	**R**

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Item No.1:2: CAPENTRY MATERIAL FOR THE REPAIRS AND MAINTENANCE OF EX-MALUTI COLLEGE COMPLEX

No	Description	Qty (A)	Price per Unit (B)	Total Cost (C) (A)x(B)=C
1	Rhino Board 6.4 mm /0.9 X 3.6 m (or Equivalent)	14		
2	Quadrant Hardwood 26 X 26 /3 m	01		
3	Skirting Hardwood 67 X 14 / 3 m	01		
4	UPVC Fascia Board 9 X 225 mm 4m	17		
5	H Profile Fascia PLA S Joiners 10 m X 225 mm	16		
6	Wooden Door Frame 813 X 2032 X 140 mm R/H	02		
7	Rhino Cornice 75 mm 3.6 m (or Equivalent)	33		
8	Rhino Celling Board 6.4 mm X 1200 X 3600 mm (or Equivalent)	23		
9	Shatterply Pine Untreated 2400 X 1200 X 18 mm	04		
10	Cover Strip Hardwood 30x9/3m	06		
11	Timber SABS CCA 38x38 3.6m	15		
12	Screw Chipboard Smooth Shank 4x40 (75)	15		
Sub Total –2			**R**	**R**

Item No. 1.3: PAINTING MATERIAL FOR THE REPAIRS AND MAINTENANCE OF EX-MALUTI COLLEGE COMPLEX

No	Description	Qty (A)	Price per unit (B)	Total Cost (C) (A)x(B)=C
1	Polvin White 20l (Wall and Celling) (or Equivalent)	10		
2	Bi High Gloss Enamel 5l Black	10		
3	Bi Standard G/Enamel White 20l	08		
4	Bi Arc Roof 20l Red Oxide	08		
5	Bi Standard 5lt G/Brown Gloss Enamel	15		
6	Roofkote 20l Green (or Equivalent)	04		
7	Bi Standard G/Enamel White 20l	02		
8	Gloss Enamel Paint White 5l	02		
9	Turpentine 5l	12		
10	20l Base Pastel	12		
11	Road Marking White 5lt	03		
12	Road Marking Yellow 5lt	03		
Sub Total –3			R	R

Item No. 1.4: ELECTRICAL MATERIAL FOR THE REPAIRS AND MAINTENANCE OF EX-MALUTI COLLEGE COMPLEX

No	Description	Qty (A)	Price per unit (B)	Total Cost (C) (A)x(B)=C
1	Bulb 20w ES Led T80	50		
2	Bulb 10w Led Module CW+DL	50		
3	Bulb 400w Metal Halide Tubular	30		
4	2ft Led Tube 10w 6000kt80	300		
5	4ft Led Tube 18w T8 Frosted	400		
6	5ft Led Tube 24w 6000k	400		
7	400w M/V Lamp Elip	50		
8	16w 2d E/Server C/W 6000k 2 Pin	100		
9	16w 2d E/Server C/W 6000k 4 Pin	100		
10	70w ES Globes M/H G12	150		
11	13w PL 2pin C/W 13w/840 Tubes	50		
12	Led BC 5w G/Ball 6000k Globes	10		
13	Fluorescent Tube 1200 Mm Cool White 4ft/36w	100		
14	61w 4pin 2d CW 6000k Tubes	100		
15	400w Mercury M/VAPP Or Cool White	50		
16	El Tubes PL-13 2pin	50		
17	Globes B22 Cool White 5.5w	100		
18	5ft Fitt Open 2lt Led Wide	100		
19	Led 12w BC A60 D/L	100		
20	Led 12w ES A60 D/L	100		
21	Led Floodlight 50w	30		
22	Wall Plug 8x60 Mm Fischer	100		
23	5ft Fitt Open 2lt Led Wide Double	50		
24	Led Globe GU 10 3w W/White	13		
25	Proton Light Bulkhead 2d Clear Globes (or Equivalent)	03		

26	Daylight Switch, National 16A	04		
27	L/Worx Led S/Fixture Dynamic 2 X 14 W White	14		
28	Lightworx Led A60 GLS 7w E27 CW	10		
29	Lightworx Led 7w A60 B22 Batt B/Up White	10		
30	Globe Led A60 E27 R/D	10		
31	Globe Led A60 B22 R/D	10		
32	Lamp 240v 16w 2d B1p 4 Pin	15		
33	Daylight SABS Time Switch	02		
34	Bulkhead Centurion White 2d 16w Magnetic	03		
35	Bi Globe G9 3w 2Pin Warm White	13		
36	Bi Led Batten T8 4ft DBL	14		
37	Globe Led 24w T8 Tube Daylight 5FT	24		
38	Bulkhead SABS Round Fitting	03		
39	B/Head PL9x2 Mirage Clear	20		
40	9w Pl 2pin C/W G23	40		
41	C/T Module 2 Way Switch	08		
42	C/T 4x2 2L L/SWITCH	02		
43	CFL 15w 3u B22 Lamp	20		
44	C/T 4 X 2 2L Cover Steel	02		
45	C/T 4 X 2 1L Cover Steel	08		
Sub Total –4			**R**	**R**

SBD 3.1

Item No.1.5: IRONMONGERY MATERIAL FOR THE REPAIRS AND MAINTENANCE OF EX-MALUTI COLLEGE COMPLEX

No	Description	Qty (A)	Price per unit (B)	Total Cost (C) (A)x(B)=C
1	Striker Plate For Steel Door Frame	01		
2	Peg Stay 200 mm + Screws	02		
3	Peg Stay 250 mm + Screws	02		
4	Offset Hinge	10		
5	Mackie Lockset Mortice 4 Lever	40		
6	Lockset Mortice 4l CP Union	26		
7	Yale Mortice Lockset 4l	53		
8	Cylinder Lockset	01		
9	Handle RH + Screw Bush	02		
10	Drywall Screw CRS 6 X 32 mm 100pk	02		
11	Eureka Nail In White Rimmed 8 X 120 mm P10 (or Equivalent)	25		
12	Eureka TEK Screw Hex Crseq 100 5.5 X 90 mm (or Equivalent)	02		
13	Eureka Bonded Washers 6 X 26 mm 10pk (or Equivalent)	10		
14	Washer Bonded 6 X 26 (100)	01		
15	St/St B/Bearing Hinge 100 X 75 X 2 mm	11		
16	Gutter Bolt Nut 6 X 75	23		
17	TEK Scr Crs 8 mm Nutset 100 X 5.5 X 90 mm	01		

18	Washer Medium Zinc Plat 6 X 22 X 1.5 (10)	**01**		
19	Screw Chipboard F/Thread 3.5 X 13	**01**		
20	Nails SABS 5KG/75X3.55mm	**01**		
21	Rivet Blind Alum Open 4.8 x 15 (100)	**01**		
22	Drywall Screws Ceiling 3.5 x 32 mm #6 Q150	**15**		
Sub Total –5			**R**	**R**

SBD 3.1

Item No.1.6 SCAFFOLDING WHEELS FOR THE REPAIRS AND MAINTENANCE OF EX-MALUTI COLLEGE COMPLEX

No	**Description**	**Qty (A)**	**Price per unit (B)**	**Total Cost (C) (A)x(B)=C**
1	W/H 200mm Scaffolding lockable Castor Pu C/Ir (scaffel holder wheel)	**32**		
Sub Total –6			**R**	**R**

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SBD 3.1

Item No.1.7: TILE MATERIAL FOR THE REPAIRS AND MAINTENANCE OF EX-MALUTI COLLEGE COMPLEX

No	Description	Qty (A)	Price per unit (B)	Total Cost (C) (A)x(B)=C
1	MQ (20) 1.2 mm Biscuit Color Vinyl Tile Q49 (3 Boxes)	03		
Sub Total –7			R	R

SBD 3.1

Item No.1.8: FIXING MATERIAL FOR THE REPAIRS AND MAINTENANCE OF EX-MALUTI COLLEGE COMPLEX

No	Description	Qty (A)	Price per unit (B)	Total Cost (C) (A)x(B)=C
1	Polyfilla Exterior 12kg (or Equivalent)	08		
2	Polyfilla Interior 12kg (or Equivalent)	08		
3	Pvc Weld 500 ML	02		
4	Alcolin Wood Glue 500ml (or Equivalent)	01		
5	Alcolin contact Adhesive 1 Litre (or Equivalent)	05		
6	Alcolin Wood Filler Meranti 200G (or Equivalent)	02		
Sub Total –8			R	R

SBD 3.1

Item No.1.9: WINDOW AND DOOR MATERIAL FOR THE REPAIRS AND MAINTENANCE OF EX-MALUTI COLLEGE COMPLEX

No	Description	Qty (A)	Price per unit (B)	Total Cost (C) (A)x(B)=C
1	Glass 4 mm Clear 1830 X 1220	03		
2	Door Burglar 813 X 2032	01		
3	Blue Fabric 127mm slat width Vertical Curtain Blinds size 1200 x 1200	40		
4	Multipurpose White putty 5kg	01		
5	Bituseal Plastic 5lt (or Equivalent)	03		
6	B/Head ES Mirage Clear	30		
7	Door Sapele 1/Ce	02		
8	ABE Bituseal Plastic 1L (or Equivalent)	02		
9	Door Mixed Timber FL Braced	02		
10	Butterfly Hinge 65 mm	02		
Sub Total –9			R	R

SUMMARY OF TOTAL PRICE

No.	Description (A)	TOTALS
1	Sub Total 1- PLUMBING TOOL MATERIAL	R .....
2.	Sub Total 2- CARPENTRY MATERIAL	R .....
3	Sub Total 3- PAINTING MATERIAL	R .....
4	Sub Total 4- ELECTRICAL MATERIAL	R .....
5	Sub Total 5- IRONMONGERY MATERIAL	R .....
6	Sub Total 6- SCAFFOLDING WHEELS	R .....
7	Sub Total 7- TILE MATERIAL	R .....
8	Sub Total 8- FIXING MATERIAL	R .....
9	Sub Total 9- WINDOW AND DOOR MATERIAL	R .....
	SUB -TOTAL	R.....
	VAT@ 15 %if applicable	R.....
	TOTAL AMOUNT	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**.....

COMPANY NAME.....

If VAT is charged, VAT registration must be completed below

VAT NUMBER REGISTRATION .....

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to this bid:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)

1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

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(b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

2. POINTS AWARDED FOR PRICE

2.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps	=	Points scored for price of bid under consideration
Pt	=	Price of bid under consideration
Pmin	=	Price of lowest acceptable bid

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POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

2.2 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

2.3

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

3. BID DECLARATION

3.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

4. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

4.1 B-BBEE Status Level of Contributor: ..... = ...(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

5. SUB-CONTRACTING

5.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES		NO	

5.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%
ii) The name of the sub-contractor.....
iii) The B-BBEE status level of the sub-contractor.....
iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)

YES		NO	

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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Designated Group: An EME or QSE which is at last 51% owned by:		EME √	QSE √
Black people			
Black people who are youth			
Black people who are women			
Black people with disabilities			
Black people living in rural or underdeveloped areas or townships			
Cooperative owned by black people			
Black people who are military veterans			
	OR		
Any EME			
Any QSE			

6. **DECLARATION WITH REGARD TO COMPANY/FIRM**

6.1 Name of company/firm:.....

6.2 VAT registration number:.....

6.3 Company registration number:.....

6.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One person business/sole propriety
Close corporation
Company
(Pty) Limited
[TICK APPLICABLE BOX]

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....
.....
.....

6.6 COMPANY CLASSIFICATION

Manufacturer
Supplier
Professional service provider
Other service providers, e.g. transporter, etc.
[*TICK APPLICABLE BOX*]

6.7 Total number of years the company/firm has been in business:.....

I /We ....., the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES	..... SIGNATURE(S) OF BIDDERS(S)
1.	DATE: .....
2.	ADDRESS .....
	.....
	.....

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SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8 (2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where
x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

EXAMPLE ONLY

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Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http:/www.thedti.gov.za/industrial development/ip.jsp at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

No.	Description of services, works or goods	Unit (e.g. m2, m3, ton, etc)	Quantity	Stipulated minimum threshold
1	Mild steel reinforcement to structural concrete work: 12 mm diameter bars	tonnes	261.95	100%
2	Mild steel reinforcement to structural concrete work: 10 mm diameter bars	tonnes	240	100%
3	Furniture High back Chair	No.	261.95	85%

3. Does any portion of the goods or services offered have any imported content?
(*Tick applicable box*)

YES	X	NO	

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	R14 / $1
Pound Sterling	R19.50 / 1 pound
Euro	R14.10 / 1 Euro
Yen	R0.50/ 500Yens
Other	

EXAMPLE ONLY

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NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. 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.

Province of the
EASTERN CAPE
PUBLIC WORKS & INFRASTRUCTURE

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO. SCMU5-18/19-0888.....

ISSUED BY: (Procurement Authority / Name of Institution): DEPARTMENT OF PUBLIC WORKS.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, **MKHAYA PHONDO** (full names), do hereby declare, in my capacity as **DIRECTOR**.....of .....**PHONDO CONSTRUCTION**.....(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

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange

EXAMPLE ONLY

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indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R 370 940
Imported content (x), as calculated in terms of SATS 1286:2011	R 62 868
Stipulated minimum threshold for local content (paragraph 3 above)	100% + 85%
Local content %, as calculated in terms of SATS 1286:2011	83.05%

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) 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.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

EXAMPLE ONLY

SIGNATURE: _____ _____ DATE: 23 Oct 2018___

WITNESS No. 1 _____ _____ DATE: 23 Oct 2018___

WITNESS No. 2 _____ _____ DATE: 23 Oct 2018___

EXPANDED PUBLIC WORKS PROGRAMME
CONTRIBUTION TO A NATION AT WORK

SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

(C1)	Tender No.	SCMU5-18/19-0888
(C2)	Tender description:	Construction of BHISHO JSS School
(C3)	Designated product(s)	Steel Products and Structures and Furnture
(C4)	Tender Authority:	Department of Public Works (EC)
(C5)	Tendering Entity name:	IPHONDO CONSTRUCTION (PTY) LTD
(C6)	Tender Exchange Rate:	Pula GBP
(C7)	Specified local content %	100% and 85%

EXAMPLE ONLY

Calculation of local content								Tender summary				
Tender item no's	List of items	Tender price each (excl. VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Unit of measurement	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)		(C16)	(C17)	(C18)	(C19)
53,34,50	Mild steel reinforcement to structural concrete work 12 mm diameterbars	R 35.00	R 0.00	R 35.00	R 0.00	R 35.00	100%	tonnes	261.95	R 9 168	R 0	R 0
54,35	Mild steel reinforcement to structural concrete work 10 mm diameterbars	R 23.00	R 0.00	R 23.00	R 0.00	R 23.00	100%	tonnes	240.00	R 5 520	R 0	R 0
25	Furniture High back Chair	R 1 600.00	R 0.00	R 1 600.00	R 240.00	R 1 360.00	85%	No.	261.95	R 356 252	R 0	R 62 868

(C20) Total tender value	R 370 940	
(C21) Total Exempt imported content	R 0	
(C22) Total Tender value net of exempt imported content	R 370 940	
(C23) Total Imported content		R 62 868
(C24) Total local content		R 308 072
(C25) Average local content % of tender		83.05%

Signature of tenderer from Annex B

Date: 24-Oct-18

EXPANDED PUBLIC WORKS PROGRAMME
CONTRIBUTION TO A NATION AT WORK

Province of the
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PUBLIC WORKS & INFRASTRUCTURE

SATS 1286.2011

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	SCMU5-18/19-0288
(D2)	Tender description:	Construction of BHISHO JSS School
(D3)	Designated Products:	Furniture products
(D4)	Tender Authority:	Department of Public Works (EC)
(D5)	Tendering Entity name:	IPHONDO CONSTRUCTION (PTY) LTD
(D6)	Tender Exchange Rate:	Pula: EU: GBP:

Note: VAT to be excluded from all calculations

A. Exempted imported content

Tender item no's	Description of imported content		Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)		(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

(D19) Total exempt imported value: R 0

This total must correspond with Annex C - C 21

EXAMPLE ONLY

B. Imported directly by the Tenderer

Tender item no's	Description of imported content		Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)		(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		

(D32) Total imported value by tenderer: R 0

C. Imported by a 3rd party and supplied to the Tenderer

Description of imported content		Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)		(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
25	2mm Material fabric of a High back chair (1m x 2m)		No.	Walton Chinese fabric	$12.00	R 14.00	R 168.00	R 37.00	R 35.00	R 240.00	262	R 62 868

(D45) Total imported value by 3rd party: R 62 868

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
EFT	FNB	Walton Chinese fabric	$12	R 14.00	R 168

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party:

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above: R 62 868

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

Date: 24-Oct-18

EXPANDED PUBLIC WORKS PROGRAMME
CONTRIBUTION TO A NATION AT WORK

SATS 1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	SCMU5-18/19-0888
(E2)	Tender description:	Construction of Bhisho JSS
(E3)	Designated products:	Steel Products and Structures
(E4)	Tender Authority:	Department of Public Works (EC)
(E5)	Tendering Entity name:	Phondo Construction

Note: All to be excluded from all calculations

EXAMPLE ONLY

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	Mild steel reinforcement to structural concrete work: 12 mm diameter bars	RC Steel (Pty)Ltd	R 8 050
	Mild steel reinforcement to structural concrete work: 10 mm diameter bars	RC Steel (Pty)Ltd	R 4 500
	Furniture High back Chair	Budget Joshua Home Furniture	R 289 166
	(E9) Total local products (Goods, Services and Works)		R 301 716

(E10)	**Manpower costs** (Tenderer's manpower cost)	R 2 500
(E11)	**Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)	R 1 500
(E12)	**Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)	R 2 356
	(E13) Total local content	R 308 072

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: 24-Oct-18

EXPANDED PUBLIC WORKS PROGRAMME
CONTRIBUTION TO A NATION AT WORK
NDP 2030

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, tenderers must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

3. General Conditions

3.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

3.2. Regulation 8(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

3.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

3.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

3.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where
x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http:/www.thedti.gov.za/industrial development/ip.jsp at no cost.

3.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

4. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

No.	Description of services, works or goods	Unit (e.g. m^2, m^3, ton, etc)	Quantity	Stipulated minimum threshold
1.	C/T 4 X 2 2L Cover steel	No	02	100%
2.	C/T 4 X 2 1L Cover steel	No	08	100%
3.	UPVC Fascia Board 9 x 225mm 4m	No	17	100%
4.	PVC Gutter Outlet Round	No	03	100%
5.	Gutter SABS PVC Ro pipe clip	No	06	100%
6.	Eco Half Round Gutter 6m (or Equivalent)	No	05	100%
7.	Eco 80mm Downpipe Belled 3m (or Equivalent)	No	04	100%
8.	Eco Downpipe Offset (or Equivalent)	No	05	100%
9.	Eco Downpipe Shoe (or Equivalent)	No	02	100%
10.	Eco Gutter Stop End (or Equivalent)	No	06	100%
11.	Eco Gutter Union Clip (or Equivalent)	No	02	100%

Does any portion of the goods or services offered have any imported content?
(*Tick applicable box*)

YES		NO	

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	**Rates of exchange**
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Tenderers must submit proof of the SARB rate (s) of exchange used.

5. 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.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO. .....

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

3 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the tenderer.

4 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial development/ip.jsp. Tenderers should first complete Declaration D. After completing Declaration D, tenderers should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the tenderers for verification purposes for a period of at least 5 years. The successful tenderer is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

(f) The facts contained herein are within my own personal knowledge.

(g) I have satisfied myself that:

(ii) 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

(h) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, **excluding** VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

EXPANDED PUBLIC WORKS PROGRAMME
CONTRIBUTION TO A NATION AT WORK

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(i) 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.

(j) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

PROCESS WHEN REQUESTING EXEMPTION LETTERS

For exemption requests on designated products and the minimum threshold for local content cannot be met for various reasons, bidders must apply for exemption per tender. After checking with the industry, the **dti** will decide whether to grant an exemption or not.

In the official request (signed letter), the following information should be included:

- Procuring entity/government department/state owned company.
- Tender/bid number.
- Closing date.
- Item(s) for which the exemption is being requested for.
- Description of the goods, services or works for which the requested exemption item will be used for and the local content that can be met.
- Reason(s) for the request.
- Supporting letters from local manufacturers and suppliers.

NB - Exemption letters are tender specific and applications are not transferrable.
The turnaround time in response to exemption letters for all designated products is five working days with the exception of rail and boats/vessels which is seven working days.
Request for exemption letters are to be directed to:

Dr Tebogo Makube

Chief Director: Industrial Procurement

Tel: 012 394 3927

E-mail: tmakube@thedti.gov.za.

The turnaround time in response to textile, clothing, leather and footwear exemption letters request is two working days and requests are to be directed to:

Patricia Khumalo

Tel: 012 394 1390

E-mail: khumaloP@thedti.gov.za

SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.	ALF5-21/22-022
(C2)	Tender description:	SUPPLY AND DELIVERY OF MAINTENANCE MATERIAL FOR EX-MALUTI COLLEGE COMPLEX
(C3)	Designated product(s)	PVC PIPES AND PLASTIC FITTINGS AT AND STEEL PRODUCTS
(C4)	Tender Authority:	DPWI-Eastern Cape
(C5)	Tendering Entity name:	
(C6)	Tender Exchange Rate:	Pula ____ EU ____ GBP ____
(C7)	Specified local content %	

Note: VAT to be excluded from all calculations

			Calculation of local content							Tender summary			
Tender item no's	List of items		Tender price - each (excl VAT)	Exempted imported value	Tender value-net of exempted imported content	Imported value	Local value	Local content % (per item)	unit	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)		(C10)	(C11)	(C12)	(C13)	(C14)	(C15)		(C16)	(C17)	(C18)	(C19)
1	C/T 4 X 2 2L Cover steel								NO.	2			
2	C/T 4 X 2 1L Cover steel								NO.	8			
3	UPVC Fascia Board 9 x 225mm 4m								NO.	17			
4	PVC Gutter Outlet Round								NO.	3			
5	Gutter SABS PVC Ro pipe clip								NO.	6			
6	Eco Half Round Gutter 6m (or Equivalent)								NO.	5			
7	Eco 80mm Downpipe Belled 3m (or Equivalent)								NO.	4			
8	Eco Downpipe Offset (or Equivalent)								NO.	5			
9	Eco Downpipe Shoe (or Equivalent)								NO.	2			
10	Eco Gutter Stop End (or Equivalent)								NO.	6			
11	Eco Gutter Union Clip (or Equivalent)								NO.	2			

(C20) Total tender value	R
(C21) Total Exempt imported content	R
(C22) *Total* Tender value net of exempt imported content	R
(C23) Total Imported content	R
(C24) Total local content	R
(C25) Average local content % of tender	

Signature of tenderer from Annex B

Date: _____

EXPANDED PUBLIC WORKS PROGRAMME
CONTRIBUTION TO A NATION AT WORK
2030 NDP

SATS 1286.2011

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	ALF5-21/22-022							
(D2)	Tender description:	SUPPLY AND DELIVERY OF MAINTENANCE MATERIAL FOR EX-MALUTI COLLEGE COMPLEX						Note: VAT to be excluded from all calculations	
(D3)	Designated Products:	PVC PIPES AND PLASTIC FITINGS AND STEEL PRODUCTS							
(D4)	Tender Authority:	DPWI-Eastern Cape							
(D5)	Tendering Entity name:								
(D6)	Tender Exchange Rate:	Pula		EU		GBP			

A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)

(D19) Total exempt imported value R

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Tender Item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

(D32) Total imported value by tenderer R

C. Imported by a 3rd party and supplied to the Tenderer

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)

(D45) Total imported value by 3rd party R

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R

This total must correspond with Annex C - C 23

Date:

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Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	ALF5-21/22-022
(E2)	Tender description:	SUPPLY AND DELIVERY OF MAINTENANCE MATERIAL FOR EX-MALUTI COLLEGE COMPLEX
(E3)	Designated products:	PVC PIPES AND PLASTIC FIITINGS AND STEEL PRODUCTS
(E4)	Tender Authority:	DPWI- Eastern Cape
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased			Local suppliers	Value
	(E6)			(E7)	(E8)
	1				
	2				
	3				
	4				
	5				
	6				
	7				
	8				
	9				
	10				
	11				
				(E9) Total local products (Goods, Services and Works)	R

(E10) **Manpower costs** (Tenderer's manpower cost) R

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R

(E13) Total local content R

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

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SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

   - the bidder is employed by the state; and/or

   - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder[2], member): .....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

[1]"State" means –
(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

[2]"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed :

....

Position occupied in the state institution: .....

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have **YES / NO**

any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

.....
.....
.....

2.11 Do you or any 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? **YES/NO**

2.11.1 If so, furnish particulars:

.....
.....
.....

3 <u>Full details of directors / trustees / members / shareholders.</u>

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

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4 DECLARATION

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME

SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

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SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract.

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? **(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied).**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

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CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)..... CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of Bidder

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CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

[2] Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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] Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. 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.

.....	.....
Signature	Date
.....	.....
Position	Name of Bidder

ANNEXURE A

COMPANY DETAILS

The following company details schedule must be completed to ensure that the prerequisite requirements to bidding are met.

Registered Company Name:.....

.....

Company Registration Number: .....

VAT Number: .....

Bank Name and Branch: .....

Bank Account Number: .....

Last Financial Year End: Year.....Month.....Day .....

Professional Registration Details (if applicable): .....

.....

.....

.....

.....

Professional Indemnity Details: .....

.....

.....

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ANNEXURE B

COMPANY COMPOSITION

GENERAL

All information must be filled in spaces provided. If additional space is required, additional sheets may be attached. The onus is on the bidder to fill in all the information. The full company composition is required including HDI and Non-HDI status. The ownership must accumulate to 100%.

NAME	IDENTITY NUMBER	CITIZENSHIP	HISTORICALLY DISADVANTAGED INDIVIDUALS STATUS (Y/N)	DISABILITY	FEMALE	DATE OF OWNERSHIP	% OWNED	VOTING %

Please note: This information is for statistical purposes

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ANNEXURE C

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: _____

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ANNEXURE D

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) Unemployed black people not attending and not required by the law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;

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	(d) Black people living in rural and under developed arears; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:
   - The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
   - The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
   - The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
   - Black Designated Group Owned % Breakdown as per the definition stated above;

     - Black Youth % = _____%
     - Black Disabled % = _____%
     - Black Unemployed % = _____%
     - Black People living in Rural areas % = _____%
     - Black Military Veterans % = _____%

   - Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of____Day_____Month_____Year, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
   - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	**Level One** (135% B-BBEE procurement recognition level)	
At Least 51% black owned	**Level Two** (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____
Date: _____

_____
Commissioner of Oaths
Signature & stamp

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ANNEXURE E

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) Unemployed black people not attending and not required by the law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;

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	(d) Black people living in rural and under developed arears; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:
   - The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
   - The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
   - The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
   - Black Designated Group Owned % Breakdown as per the definition stated above;
     - Black Youth % = _____%
     - Black Disabled % = _____%
     - Black Unemployed % = _____%
     - Black People living in Rural areas % = _____%
     - Black Military Veterans % = _____%
   - Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of of____Day_____Month_____Year the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
   - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	**Level One** (135% B-BBEE procurement recognition level)	
At Least 51% black owned	**Level Two** (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	**Level Four** (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____
Date: _____

_____
Commissioner of Oaths
Signature & stamp

GENERAL CONDITIONS OF CONTRACT

A. TABLE OF CLAUSES

1. Definitions
2. Application
3. General
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12. Transportation
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16. Payment
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21. Delays in the provider's performance
22. Penalties
23. Termination for defaults
24. Dumping and countervailing duties
25. Force Majeure
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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.

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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.

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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:

14.2 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

14.3 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

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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.

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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 hi 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.

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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.