

PRICE QUOTATION NO:
ALF5-23/24-0004

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

BIDDER:

CSD REGISTRATION:

CLOSING DATE: 02 AUGUST 2023

CLOSING TIME: 11H00

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

SCM SPECIFIC ENQUIRIES

Enquires: Mr. S Mgcikeni

Email Address: sithembile.mgcikeni@ecdpw.gov.za

Tel No: 039 254 6844

TECHNICAL /PROJECT SPECIFIC ENQUIRIES

Enquires: Mr. X. Ntswayi

Email Address: xhanti.ntswayi@ecdpw.gov.za

Tell No: 039 254 6711

Cell No: 078 405 7982 (during office hours)

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



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORK & INFRASTRUCTURE					
BID NUMBER:	ALF5-23/24-0004	CLOSING DATE:	02 AUGUST 2023	CLOSING TIME:	11H00
DESCRIPTION	QUOTATION REQUEST FOR SUPPLY AND DELIVERY OF BUILDING MATERIAL FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, ALFRED NZO REGION				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Bid response documents may be deposited in the bid box situated at Block A, Department of Public Works and Infrastructure, Corner of Nkosi Senyukele Jojo and Ngqubusini Street, off Ntsizwa Street, Mt Ayliff 4735					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. S. Mgcikeni		CONTACT PERSON	Mr. X. Ntswayi	
TELEPHONE NUMBER	039 254 6844 / 066 483 4689		TELEPHONE NUMBER	039 254 6711/078 405 7982	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	sithembile.mgcikeni@ecdpcw.gov.za		E-MAIL ADDRESS	xhanti.ntswayi@ecdpcw.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.					

PART B

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TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

ITEM NO.	SERVICE/GOODS REQUIRED	GRAND TOTAL (amount in figures)	GRAND TOTAL (amount in words)
1.	QUOTATION REQUEST FOR SUPPLY AND DELIVERY OF BUILDING MATERIAL FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, ALFRED NZO REGION	R..... (Carried over from SDB 3.1)	 (Carried over from (SDB 3.1))

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

SIGNATURE OF BIDDER:

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

DATE:

PRICE QUOTATION NOTICE
QUOTATION REQUEST FOR SUPPLY AND DELIVERY OF BUILDING MATERIAL
FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, ALFRED
NZO REGION: ALF5 - 23/24 -0004

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 **28 JULY 2023**.

Completed bid documents in a sealed envelope endorsed with the relevant bid number, bid description and the closing, must be deposited in the bid box not later than **11h00** on the **02 AUGUST 2023** when bids will be opened in public.

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

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

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

Phase One: Administrative Compliance

Phase Two: Bidders passing phase above will thereafter be evaluated on new PPPFA and Specific Goals

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

Maximum points on price	-	80 points
Specific goals	-	20 points
TOTAL	-	100 points

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

1. The minimum specifications, bid evaluation criteria and other special conditions of bid and rules are detailed in the bid document.
2. **SBD4 must be duly completed and signed.** Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract. such interest must be disclosed on question 2.3.1 of SBD 4.
3. **Bidders must ensure 2.3 of SBD4 (Declaration of interest) is completed correctly.**

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

SCM SPECIFIC ENQUIRIES

Enquires: Mr S Mngciken

Email Address:

sithembile.mngciken@ecdpw.gov.za

Tel No: 039 254 6844

TECHNICAL /PROJECT SPECIFIC ENQUIRIES

Enquires: Mr. X. Ntsway

Email Address: xhanti.ntswayi@ecdpw.gov.za

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

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

SPECIAL CONDITIONS OF BID

1. INTERPRETATION

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

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

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

2. EXTENT OF BID

This contract is for the **QUOTATION REQUEST FOR SUPPLY AND DELIVERY OF BUILDING MATERIAL FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, ALFRED NZO REGION: ALF5 - 23/24- 0004**

3. CONTRACT TO BE BINDING

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

4. MODE OF BID

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

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

5. QUALITY

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

6. INSURANCE CLAIMS, ETC.

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

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

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

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

8. PENALTY PROVISION

8.1 Should the successful Bidder:

- [a] Withdraw the Bid during the afore-mentioned period of validity; or
- [b] Advise the Department of his / her / their inability to fulfil the contract; or
- [c] Fail or refuse to fulfil the contract; or

[d] Fail or refuse to sign the agreement or provide any surety if required to do so; Then, the Bidder will be held responsible for and is obligated to pay to the Department:

[a] All expenses incurred by the Department to advertise for or invite and deliberate upon new Bids, should this be necessary.

[b] The difference between the original accepted Bid price (inclusive of escalation) and:

[i] A less favourable (for the Department) Bid price (inclusive of escalation) accepted as an alternative by the Department from the Bids originally submitted; or

[ii] A new Bid price (inclusive of escalation).

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

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

9. BRAND NAMES

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

10. VALUE ADDED TAX

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

11. PRICE ESCALATION

No escalation of prices will be considered.

12. AUTHORITY TO SIGN BID DOCUMENTS

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

13. CONTRACT PERIOD

- a. The Department of Public Works Works and Infrastructure may accept or reject any offer and may cancel the bid process or reject all bid offers at any time before the formation of a contract.

- b. The Department of Public Works and Infrastructure also reserves the right to accept the bid as a whole or a part of the bid, or any item or part of any item.
- c. The Department shall not accept or incur any liability to a supplier for such cancellation or rejection or acceptance, but will give written reasons for such action upon receiving a written request to do so.

14. DELIVERY PERIODS

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

15. DISPUTES

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

16. CLOSING DATE / SUBMITTING OF BIDS

16.1 Bids must be submitted in sealed envelopes clearly marked: **QUOTATION REQUEST FOR SUPPLY AND DELIVERY OF BUILDING MATERIAL FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, ALFRED NZO REGION: ALF5 - 23/24 -0004**

Completed bid documents in a sealed envelope endorsed with the relevant bid number, bid description and the closing, must be deposited in the bid box, Physical Address of Bid Box: Block A, Department of Public Works & Infrastructure, Corner of Nkosi Senyukele Jojo off Ngqubusini Street, Mount Ayliff, 4735 not later than **11h00** on **02 AUGUST 2023** when bids will be opened in public.

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

16. LATE BIDS

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

17. COMMUNICATION

- 17.1 A nominated official of the bidder(s) can make enquiries in writing, to the specified persons, as indicated on this document via email. Bidder(s) must reduce all telephonic enquiries to writing and send to the mentioned email address.
- 17.2 The delegated office of Department of Public Works and Infrastructure may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 17.3 Any communication to an official or a person acting in an advisory capacity for Department of Public Works and Infrastructure in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 17.4 All communication between the Bidder(s) and Department of Public Works and Infrastructure must be done in writing.
- 17.5 Whilst all due care has been taken in connection with the preparation of this bid, Department of Public Works and Infrastructure makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. Department of Public Works and Infrastructure, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- 17.6 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by Department of Public Works & Infrastructure (other than minor clerical

matters), the Bidder(s) must promptly notify Department of Public Works and Infrastructure in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Department of Public Works and Infrastructure an opportunity to consider what corrective action is necessary (if any).

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

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

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

19. PRESENTATION / DEMONSTRATION

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

20. SUPPLIER DUE DILIGENCE

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

21. PREPARATION COSTS

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

22. INDEMNITY

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

23. PRECEDENCE

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

24. LIMITATION OF LIABILITY

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

25. TAX COMPLIANCE

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

26. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

27. AWARD OF BIDDERS NOT SCORING THE HIGHEST POINTS

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

28. OTHER CONDITIONS OF BID

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

TERMS OF REFERENCE / SPECIFICATION

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

NB: ALL MATERIALS TO BE SABS APPROVED

- Plumbing Material
- Carpentry Material
- Painting Material
- Electrical Material
- Ironmongery Material
- Tile Material
- Windows and Doors Material
- Building Material

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

No	Description	Quantity
1	Hose Bibtap incl kwik Hose-Coupling LP 20m	06
2	Seal ring white	10
3	Nylon reducing bush 40x20 BSO	03
4	Genebre Brass Gate Valve FXF PN20 Blue handle 15mm	01
5	Brassman compression straight male coupler 14mm	02
6	Lockable soap dispenser brushes S/Steel 1.2L	10
7	Dutton CCFF1 univ cc bibo front flush Cisten mechanism	06
8	Dutton FP15A Betta siso astina LL mechaninsm (or equivalent)	07
9	Genebre premium PTFE tape 12Mx12mmx0.075mm	10
10	Pvc SV pan connector 110m straight	05
11	Putty all-purpose 500gr	02
12	Geyser Heatttech 150L 600KPA (or equivalent)	05
13	Pressure Valve AD-S 600KPA 22MM S	05
13	TEE equal 22MMx22MMx2MM Compr	02
14	Elbow 90 22MMx22MM Compression	03

15	Valve Ball Mini CxC 22MM W/lever	05
16	Vacuum Breaker 22CXC Green 60KPA	05
17	Coupler Red 22/15MM Compression	05
18	COP/TUBE (0) 22MM SABS	03
19	PL TOILET PAN SEAL WAX	50

Item No.1.2: CAPENTRY MATERIAL FOR RENOVATIONS

No	Description	Quantity
1	Rhino Board 6.4 mm /1.2 X 3.6 m (or Equivalent)	02
2	Rhino Cornice 75 mm 3.6 m (or Equivalent)	22
3	Half round Hardwood 27 X 9.5/3M	10
4	Shatterply Pine Untreated 2400 X 1200 X 18 mm	06
5	Barge board 200 X 80 MM X 3.0 M	01
6	Nails SABS 5kg/100x4mm	02
7	Timber SABS CCA 38x114/6m	10
8	Alcolin Contractor Silicon Clear (or Equivalent)	40
9	Caulking Gun heavy duty	02
10	Soft Board STD 2.44x1.22/10mm	04

Item No. 1.3: PAINTING MATERIAL FOR RENOVATIONS

No	Description	Quantity
1	Plascon Polvin White 20l (or equivalent)	11
2	Plascon polvin 20l white (or equivalent)	06
3	Plascon w/care Varnish int 5L CLR (or equivalent)	06
4	Polycell mendall 90 ready mix 2kg white	01
5	Duram Stoep enamel 5L red clay (or equivalent)	03
6	Powafix paraffin 5L	04
7	Smith & CO Mineral Turpentine 5L	02
8	Telescopic expansion pole 3m	10
9	Academy furpile roller set 225mm	12
10	Plascon S/Univ enamel 5L mines GRY	16
11	Everyman plus paint brush 75mm GRN (or equivalent)	15
12	Everyman plus paint brush 50mm GRN(or equivalent)	10
13	Everyman plus paint brush 25mm GRN (or equivalent)	10
14	Everyman plus paint brush 12mm GRN(or equivalent)	10

15	Smith & CO Mutton cloth 1kg	08
16	Academy Scraper BLK Handle 10cm	06
17	B/Pride sanding roll 40G 300MM X 1M	06
18	B/Pride sanding roll 60G 300MM X 1M	10
19	Sellotape masking tower 48MM X 40M 3 pack	02
20	Academy polypropylene paint tray	07
21	Plascon micatex 20L karroo dawn (or equivalent)	04
22	Duram wheather roof 20L Red (or equivalent)	05
23	Plascon S/Univ enamel 5L Signal red (or equivalent)	04
24	Plascon Velvagio 5L BLK (or equivalent)	05
25	Duram colorpro 80ML Harvest (or equivalent)	20

Item No. 1.4: ELECTRICAL MATERIAL FOR RENOVATIONS

No	Description	Quantity
1	5FT Tube D/L 58W/765 (PHIL)	100
2	5FT Fitt Open 2L LED wide (AUSMA)	100
3	5FT LED Tube 24w 6000k (AUSMA)	200
4	Starter FS-U 4-65W (GE)	75
5	Flat cable 1.5 x 2 +E (Twin) %	200
6	Flat cable 2.5 x 2 +E (Twin) %	200
7	I/Tape blue seal bond	10
8	Wall plug 6x40mm fischer	100
9	Scruits midgets EA	100
10	Scruits Normal EA	100
11	Spring toggle m5x50mm	200
12	AUSMA LED Floodlight 30w	20
13	D/Night Nation 16A	10
14	Conduit 20mm PVC (4m)	25
15	Adaptor PVC 20mm Male	100
16	Coupling PVC 20mm	100
17	C/T 4x4x1 Single socket	20
18	C/T 4x4 Single socket C/P Steel	20
19	C/T 4x4x2 Double socket	20

20	C/T 4x4x2 Double socket	20
21	C/T 4x2 DED SW/Socket Red Hor	20
22	C/T 4x2 DED SW/Socket RED C/P Steel	20
23	C/T 4x2 SW/SOCKET	20
24	C/T 4x2 SW/Socket cover steel	20
25	C/T 4x2 1L Cover Steel	10
26	C/T 4x2 1L L/Switch	10
27	SCREW CSK Z/P M4x40 (10)	05
28	SCREW CSK Z/P M4x50 (10)	05
29	SCREW CSK Z/P M4x75 (10)	05
30	SCREW CSK Z/P M4x100 (10)	05
31	LED Floodlight 200w D/L (flash)	10
32	Conduit 20mm PVC 4m	25
33	Airdac 10mm SEP NEUT+PILOT wires	350
34	Adaptor PVC 20mm Male	20
35	C/Ties T120R BLK 388x7.8mm	02
36	5FT Fitt open 2LT LED WIDE (AUSMA)	01
37	5FT LED TUBE D/L 24W (APPLO)	02
38	I/Tape Black seal Bond	01
39	AWSMA 4x2 2L L/SWITCH PVC	01
40	SENSOR MOTION CEILING PIR36	01
41	EL GEYSER element Hard/w 3KW (KEG6A)	05
42	EL GEYSER ELEM Spiral 3KW ELK 138 (KEG25A)	10
43	EL Thermostat TSE (TBS) TYPE (KGTTSSE)	10
44	EL Thermostat VKF11 (KUT01)	05

Item No.1.5: IRONMONGERY MATERIAL FOR RENOVATIONS

No	Description	Quantity
1	Contractor Gold (COM) Mortice L/SET 4L	10
2	Yale Mortice Lockset 3L	10

Item No.1.6: TILE MATERIAL FOR RENOVATIONS

No	Description	Quantity
1	Cement 42.5N 50kg	56
2	Tile Adhesive 20 kg	06
3	Bonding Agent White	01

Item No.1.7: WINDOW AND DOOR MATERIAL FOR RENOVATIONS

No	Description	Quantity
1	Door Saligna Solidor BB	02
2	Grip Glass Cutter	02

Item No.1.8: BUILDING MATERIAL FOR RENOVATIONS

No	Description	Quantity
1	Sabunga G9 (30 Ton)	30
2	Stone-19mm (30 Ton)	30
3	8mm Crusher dust (15 Ton)	15
4	Sand Screened (30 Ton)	30
5	Blocks	100
6	19mm crush stone (M ³)	5

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

Specification confirmed by: _____ **Signature:** _____

Date: _____

QUOTATION REQUEST FOR SUPPLY AND DELIVERY OF BUILDING MATERIAL FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, ALFRED NZO REGION

QUOTATION EVALUATION CRITERIA

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

Phase One: Administrative Compliance

Phase Two: Bidders passing phase above will thereafter be evaluated on new PPPFA and Specific Goals

Phase One: Administrative Compliance

Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:

1. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
2. Bid proposals must be submitted in an original format **(re-typed bid documents will not be accepted)**
3. Returnable schedule: **SBD 1-** Invitation to bid: **Part A** should be complete, **Part B** must be duly completed and signed. NB: (It is compulsory to complete the following: Offer, signature of bid, capacity under which this bid is signed and date).
4. **SBD 3.1** pricing schedule-firm prices must be completed.
5. If the bid sum (amount in words) as per the **SBD 1** differs from total price on **SBD 3.1**, it will invalidate the offer submitted.
6. If a bidder is a VAT Vendor/registered, the bidder is required to explicitly state the VAT amount. Vat Vendors must include VAT at 15% in their bid offer(s). If the offer is "Vat Inclusive", the VAT registration number of service provider must be indicated and if a service provider is not a VAT Vendor but include VAT in its prices, the successful service provider will be given 21 days to register as a VAT Vendor with SARS, after the issuing of an appointment letter.
7. Bidders must be a legal entity or sole proprietor or partnership or joint venture or consortia.
8. The **SBD 4** declaration form must be duly completed and signed
 - All questions from **2.1 to 2.3**. must be adequately answered.
 - All questions from **3 to 3.6** must also be adequately completed and signed.
 - In the event a director or one of the directors/trustees/shareholders/members of the company have any interest in any other related companies whether or not they are bidding for this contract, such interest must be disclosed on question **2.3.1** and failure to disclose will result in the elimination of the bidder (this information will be verified by evaluation committee through CSD).
9. Certificate of authority for joint ventures **(if applicable)**. In the case of a joint venture signed joint venture agreement stating the share of interest or percentage of each partner must be made available to the department by the joint venture.
10. **Resolution to Sign** must be duly completed and signed (where applicable).
11. Only one offer per bidder is allowed and alternative offers will not be considered. If more than one offer is received, none of the offers will be considered. Bidders are also not allowed to submit a bid or quotation whilst they are in agreement with other bidders in the form of joint venture or consortiums.

Phase Two: evaluation on new PPPFA and Specific Goals

THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT WILL BE APPLIED AND THE 80/20 PREFERENCE POINTS SYSTEM WILL BE APPLICABLE	
POINTS FOR PRICE	80 POINTS
SPECIFIC GOALS	20 POINTS
TOTAL POINTS	100 POINTS

Please note:

- 1. Bidders need to complete and sign SBD 6.1 to claim points for specific goals. Failure will lead in non-awarding of points for specific goals**
- 2. The Department intends to award this to the highest point scorer as whole, unless circumstances justifies otherwise**
- 3. Preference points for joint ventures / consortia will be allocated proportionately in terms of the attributes or qualification for the relevant specific goals.**
- 4. All information will be verified through CSD.**



REQUIREMENTS FOR LOCAL PRODUCTION AND CONTENT:

1. The relevant designated sector/s and their minimum thresholds for local production & content for the items are (where applicable):
2. Where applicable, only locally produced goods or locally manufactured goods, meeting the stipulated minimum threshold for local production and content will earn you points for specific goals points allocated for local content. See SBD 6.2 and (Annexure C) the declaration certificate for local content & the declaration summary schedule attached
3. Exchange rate to be used for the calculation of local content (local content and local production are used interchangeably) must be the exchange rate published by the SARB at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.
4. Failure to indicate minimum percentage (%) or not meeting minimum percentage for local content will lead to non-awarding of points
5. 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.
6. Bidders must complete and sign (Annexure B) the declaration certificate for local content & the declaration summary schedule attached and they must be submitted with the bid at the closing date and time. Failure to submit will lead to non-awarding of specific goals points allocated for local content. See SBD 6.1



SBD 3.1

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

Name of bidder	Bid number ALF5 - 23/24 - 0004
Closing Time: 11H00 AM	Closing date: 02 AUGUST 2023

BID FOR Item No.1.1: PLUMBING MATERIAL FOR RENOVATIONS

NB: PRICES MUST BE INCLUSIVE OF DELIVERY

	Description	Unit	Qty (A)	Price per unit (B)	Total Cost (C) (A)x(B)=C
1	Hose Bibtap incl kwik Hose-Coupling LP 20m	No.	06		
2	Seal ring white	No.	10		
3	Nylon reducing bush 40x20 BSO	No.	03		
4	Genebre Brass Gate Valve FXF PN20 Blue handle 15mm	No.	01		
5	Brassman compression straight male coupler 14mm	No.	02		
6	Lockable soap dispenser brushes S/Steel 1.2L	No.	10		
7	Dutton CCFF1 univ cc bibo front flush Cisten mechanism	No.	06		
8	Dutton FP15A Betta siso astina LL mechanism (or equivalent)	No.	07		
9	Genebre premium PTFE tape 12Mx12mmx0.075mm	No.	10		



1 0	Pvc SV pan connector 110m straight RR s110pc	No.	05		
1 1	Putty all-purpose 500gr	No.	02		
1 2	Geyser Heattech 150L 600KPA (or equivalent)	No.	05		
1 3	Pressure Valve AD-S 600KPA 22MM S	No.	05		
1 3	TEE equal 22MMx22MMx2MM Compr	No.	02		
1 4	Elbow 90 22MMx22MM Compression	No.	03		
1 5	Valve Ball Mini CxC 22MM W/lever	No.	05		
1 6	Vacuum Breaker 22CXC Green 60KPA	No.	05		
1 7	Coupler Red 22/15MM Compression	No.	05		
1 8	COP/TUBE (0) 22MM SABS	No.	03		
1 9	PL TOILET PAN SEAL WAX	No.	05		
	Sub Total –1			R	R

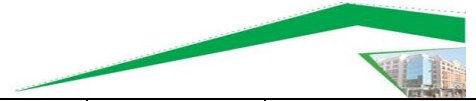


Item No.1:2: CAPENTRY MATERIAL FOR RENOVATIONS

No	Description	Unit	Qty (A)	Price per Unit (B)	Total Cost (C) (A)x(B)=C
1	Rhino Board 6.4 mm /1.2 X 3.6 m (or Equivalent)	No.	02		
2	Rhino Cornice 75 mm 3.6 m (or Equivalent)	No.	22		
3	Half round Hardwood 27 X 9.5/3M	No.	10		
4	Shatterply Pine Untreated 2400 X 1200 X 18 mm	No.	06		
5	Barge board 200 X 80 MM X 3.0 M	No.	01		
6	Nails SABS 5kg/100x4mm	No.	02		
7	Timber SABS CCA 38x114/6m	No.	10		
8	Alcolin Contractor Silicon Clear (or Equivalent)	No.	40		
9	Caulking Gun heavy duty	No.	02		
10	Soft Board STD 2.44x1.22/10mm	No.	04		
	Sub Total -2			R	R

Item No. 1.3: PAINTING MATERIAL FOR RENOVATIONS

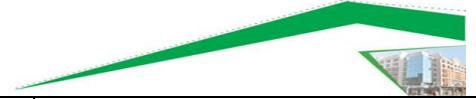
No	Description	Unit	Qty (A)	Price per unit (B)	Total Cost (C) (A)x(B)=C
1	Plascon Polvin White 20l (or equivalent)	No.	11		
2	Plascon polvin 20l white (or equivalent)	No.	06		
3	Plascon w/care Varnish int 5L CLR (or equivalent)	No.	06		
4	Polycell mendall 90 ready mix 2kg white	No.	01		
5	Duram Stoep enamel 5L red clay (or equivalent)	No.	03		
6	Powafix paraffin 5L	No.	04		
7	Smith & CO Mineral Turpentine 5L	No.	02		
8	Telescopic expansion pole 3m	No.	10		
9	Academy furpile roller set 225mm	No.	12		
10	Plascon S/Univ enamel 5L mines GRY	No.	16		
11	Everyman plus paint brush 75mm GRN (or equivalent)	No.	15		
12	Everyman plus paint brush 50mm GRN(or equivalent)	No.	10		
13	Everyman plus paint brush 25mm GRN (or equivalent)	No.	10		
14	Everyman plus paint brush 12mm GRN(or equivalent)	No.	10		
15	Smith & CO Mutton cloth 1kg	No.	08		
16	Academy Scraper BLK Handle 10cm	No.	06		
17	B/Pride sanding roll 40G 300MM X 1M	No.	06		
18	B/Pride sanding roll 60G 300MM X 1M	No.	10		



19	Sellotape masking tower 48MM X 40M 3 pack	No.	02		
20	Academy polypropylene paint tray	No.	07		
21	Plascon micatex 20L karroo dawn (or equivalent)	No.	04		
22	Duram wheather roof 20L Red (or equivalent)	No.	05		
23	Plascon S/Univ enamel 5L Signal red (or equivalent)	No.	04		
24	Plascon Velvaglo 5L BLK (or equivalent)	No.	05		
25	Duram colorpro 80ML Harvest (or equivalent)	No.	20		
	Sub Total –3			R	R

Item No. 1.4: ELECTRICAL MATERIAL FOR REANOVATIONS

N o	Description	Uni t	Qty (A)	Price per unit (B)	Total Cost (C) (A)x(B)=C
1	5FT Tube D/L 58W/765 (PHIL)	No.	100		
2	5FT Fitt Open 2L LED wide (AUSMA)	No.	100		
3	5FT LED Tube 24w 6000k (AUSMA)	No.	200		
4	Starter FS-U 4-65W (GE)	No.	75		
5	Flat cable 1.5 x 2 +E (Twin) %	M	200		
6	Flat cable 2.5 x 2 +E (Twin) %	M	200		
7	I/Tape blue seal bond	No.	10		
8	Wall plug 6x40mm fischer	No.	100		
9	Scruids midgets EA	No.	100		
10	Scruids Normal EA	No.	100		
11	Spring toggle m5x50mm	No.	200		
12	AUSMA LED Floodlight 30w	No.	20		
13	D/Night Nation 16A	No.	10		
14	Conduit 20mm PVC (4m)	No.	25		
15	Adaptor PVC 20mm Male	No.	100		
16	Coupling PVC 20mm	No.	100		
17	C/T 4x4x1 Single socket	No.	20		
18	C/T 4x4 Single socket C/P Steel	No.	20		
19	C/T 4x4x2 Double socket C/P Steel	No.	20		
20	C/T 4x4x2 Double socket	No.	20		
21	C/T 4x2 DED SW/Socket Red Hor	No.	20		
22	C/T 4x2 DED SW/Socket RED C/P Steel	No.	20		
23	C/T 4x2 SW/SOCKET	No.	20		



24	C/T 4x2 SW/Socket cover steel	No.	20		
25	C/T 4x2 1L Cover Steel	No.	10		
26	C/T 4x2 1L L/Switch	No.	10		
27	SCREW CSK Z/P M4x40 (10)	No.	05		
28	SCREW CSK Z/P M4x50 (10)	No.	05		
29	SCREW CSK Z/P M4x75 (10)	No.	05		
30	SCREW CSK Z/P M4x100 (10)	No.	05		
31	LED Floodlight 200w D/L (flash)	No.	10		
32	Conduit 20mm PVC (4m)	No.	25		
33	Airdac 10mm SEP NEUT+PILOT wires	No.	350		
34	Adaptor PVC 20mm Male	No.	10		
35	C/Ties T120R BLK 388x7.8mm	No.	02		
36	5FT Fitt open 2LT LED WIDE (AUSMA)	No.	01		
37	5FT LED TUBE D/L 24W (APPLO)	No.	02		
38	I/Tape Black seal Bond	No.	01		
39	AWSMA 4x2 2L L/SWITCH PVC	No.	01		
40	SENSOR MOTION CEILING PIR36	No.	01		
41	EL GEYSER element Hard/w 3KW (KEG6A)	No.	05		
42	EL GEYSER ELEM Spiral 3KW ELK 138 (KEG25A)	No.	10		
43	EL Thermostat TSE (TBS) TYPE (KGGTSE)	No.	10		
44	EL Thermostat VKF11 (KUT01)	No.	05		
	Sub Total –4			R	R

SBD 3.1

Item No.1.5: IRONMONGERY MATERIAL FOR RENOVATIONS

No	Description	Unit	Qty (A)	Price per unit (B)	Total Cost (C) (A)x(B)=C
1	Contractor Gold (COM) Mortice L/SET 4L	No.	10		
2	Yale Mortice Lockset 3L	No.	10		
	Sub Total –5			R	R

SBD 3.1

Item No.1.6: TILE MATERIAL FOR RENOVATIONS

No	Description	Unit	Qty (A)	Price per unit (B)	Total Cost (C) (A)x(B)=C
1	Cement 42.5N 50Kg	No.	56		
2	Time Adhesive 20Kgf	No.	06		
3	Bonding Agent White	No.	01		
	Sub Total –6				

Item No.1.7: WINDOW AND DOOR MATERIAL FOR RENOVATIONS

No	Description	Unit	Qty (A)	Price per unit (B)	Total Cost (C) (A)x(B)=C
1	Door Saligna Solidor BB	No.	02		
2	Grip Glass Cutter	No.	02		
	Sub Total –7			R	R

Item No.1:2: BUILDING MATERIAL FOR RENOVATIONS

No	Description	Unit	Qty (A)	Price per Unit (B)	Total Cost (C) (A)x(B)=C
1	Sabunga G9	Ton	30		
2	Stone-19mm	Ton	30		
3	8mm Crusher dust	Ton	15		
4	Sand Screened	Ton	30		
5	Blocks	No.	100		
6	19mm crush stone	M ³	5		
	Sub Total –2			R	R



FINAL SUMMARY

No.	Description (A)	TOTALS
1	Sub Total 1- PLUMBING TOOL MATERIAL	R
2.	Sub Total 2- CARPENTRY MATERIAL	R
3	Sub Total 3- PAINTING MATERIAL	R
4	Sub Total 4- ELECTRICAL MATERIAL	R
5	Sub Total 5- IRONMONGERY MATERIAL	R
6	Sub Total 6- TILE MATERIAL	R
7	Sub Total 7- WINDOW AND DOOR MATERIAL	R
8	Sub Total 8-BUILDING 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

ALF5-23/24-0004

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The lowest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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



that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

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

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



	(c) Less than 51% black ownership	0	
Black women ownership:-			
	(a) 100% black women ownership	4	
	(b) 30% to 99% black women ownership	2	
	(c) Less than 30% black women ownership	0	
Black youth ownership:-			
	(a) 100% black youth ownership	4	
	(b) 30% to 99% black youth ownership	2	
	(c) Less than 30% black youth ownership	0	
People with disability:-			
	(a) 20% or more disabled people ownership	2	
	(b) Less than 20% disabled people ownership	0	
Locality:-			
	(a) Within the Eastern Cape	2	
	(b) Outside the Eastern Cape	0	
Local Content:-			
	(a) Compliant to local content requirements	2	
	(b) Non-Compliant to local content requirements	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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



- ☐ Non-Profit Company
☐ State Owned Company
[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....
.....

ANNEXURE B

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

IN RESPECT OF BID NO. QUOTATION REQUEST FOR SUPPLY AND DELIVERY OF BUILDING MATERIAL FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, ALFRED ALF5-23/24-0004.

ISSUED BY: EASTERN CAPE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

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

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

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

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

SIGNATURE: _____

DATE: _____



LOCAL PRODUCTION & CONTENT ANNEXURE



Local Content – Declaration Summary Schedule

Page No.	Item No.	Description of Services/Works/Goods	Unit of measure	Quantity	Stipulated Minimum Threshold	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value (R)	Local value (R)	Local content % (per item)
				C1	C2	C3	C4	C5 (C3-C4=C5)	C6 (C1 x C4 = C6)	C7 (C1 x C3 = C7)	C8
23	14	Conduit 20mm PVC (4m)	No.	25							
23	15	Adaptor PVC 20mm Male	No.	100							
23	16	Coupling PVC 20mm	No.	100							
23	5	Flat cable 1.5 x 2 +E (Twin) %	No.	200							
23	6	Flat cable 2.5 x 2 +E (Twin) %	No.	200							
24	34	Adaptor PVC 20mm Male	No.	10							

Signature of bidder_____

Date_____



SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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



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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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



institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF

2021/22 ON ENHANCING COMPLIANCE, TRANSPARENCY AND

ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT SHOULD THIS

DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder



ANNEXURE A

RESOLUTION FOR SIGNATORY

(See Special Conditions of Bid, paragraph 12)

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

An example is given below:

“By resolution of the board of directors passed at a meeting held on _____

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

Contract No. _____

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

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

1. _____ SIGNATURE: _____



GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **"Contract"** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **"Contract price"** means the price payable to the provider under the contract for the full and proper performance of his contractual obligations.
- 1.4 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of the value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **"Day"** means calendar day.
- 1.8 **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10 **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **"Force majeure"** means an event beyond the control of the provider and not involving the provider's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.



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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise in the bidding documents.



- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection

- 5.1 The provider shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.
- 5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.
- 6.2 When a provider developed documentation/projects for the department or PROVINCIAL entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the department or PROVINCIAL entity.

7. Performance security

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



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

8. Inspections, tests and analyses

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



the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.

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

9. Packaging

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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



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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

16. Payment

- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.



- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Increase/decrease of quantities

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

19. Contract amendments

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

20. Assignment

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

21. Subcontracts

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

22. Delays in the provider's performance

- 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.



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

23. Penalties

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

24. Termination For Default

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

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

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

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

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



26. Force Majeure

- 26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

27. Termination For Insolvency

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

28. Settlement Of Disputes

- 28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 Notwithstanding any reference to mediation and / or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. Limitation Of Liability

- 29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the provider shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay penalties and / or damages to the purchaser; and



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

30. Governing Language

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

31. Applicable Law

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

32. Notices

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

33. Taxes and Duties

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

34. Transfer Of Contracts

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

35. Amendment Of Contracts

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