



APPLICATION FORM

SCMU5-23/24-0068

**EXPRESSION OF INTEREST: DATABASE FOR SUPPLY AND
DELIVERY, RENTAL & HIRING OF MOVABLE INFRASTRUCTURE FOR
THE OFFICIAL STATE EVENTS INCLUDING FUNERALS FOR A PERIOD
OF 24 MONTHS IN THE PROVINCE OF THE EASTERN CAPE**

NAME OF COMPANY: _____

CLOSING DATE: 02 FEBRUARY 2024

CLOSING TIME: 11:00 AM

CSD NUMBER: _____

ENQUIRIES:

SUPPLY CHAIN MANAGEMENT
EASTERN CAPE PUBLIC WORKS
QHASANA BUILDING
PRIVATE BAG X 0022
BHISHO

SCM SPECIFIC ENQUIRIES

Supply.chain@ecdpw.gov.za

Tel: 040 602 4563 / 4000

**TECHNICAL /PROJECT SPECIFIC
ENQUIRIES**

Enquires: Ms N. Jikela

Tel No: 040 602 4301 / 4000

Cell No.: 082 559 9771 during office hours

Email Address: Nontembeko.Jikela@ecdpw.gov.za

(all enquiries are encouraged to be reduced to writing)

FOR COMPLAINTS, FRAUD, & TENDER ABUSE:

Call: 0800 701 1701





DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

EXPRESSION OF INTEREST: DATABASE FOR SUPPLY AND DELIVERY, RENTAL & HIRING OF MOVABLE INFRASTRUCTURE FOR THE OFFICIAL STATE EVENTS INCLUDING FUNERALS FOR A PERIOD OF 24 MONTHS IN PROVINCE OF EASTERN CAPE

Please note:

- a) This document must be completed by all applicants wishing to register as service providers to in the above indicated DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE [DPWI] Database.
- b) This means even those that were in the previous database (SCMU5-20/21-0176) must apply

INDICATE WHICH REGION(S)/DISTRICT(S) CHOOSING TO PARTICIPATE IN:

<input type="checkbox"/> Amathole & Buffalo City	<input type="checkbox"/>
<input type="checkbox"/> Joe Gqabi	<input type="checkbox"/>
<input type="checkbox"/> Chris Hani	<input type="checkbox"/>
<input type="checkbox"/> O.R. Tambo	<input type="checkbox"/>
<input type="checkbox"/> Alfred Nzo	<input type="checkbox"/>
<input type="checkbox"/> Sarah Baartman & Nelson Mandela	<input type="checkbox"/>

NB: Up to three (3) regions/districts may be selected

INDICATE WHICH GROUP(S) REGISTERING IN:

<input type="checkbox"/> Group 1 (see page 8 for details)	<input type="checkbox"/>
<input type="checkbox"/> Group 2 (see page 8 for details)	<input type="checkbox"/>
<input type="checkbox"/> Group 3 (see page 9 for details)	<input type="checkbox"/>
<input type="checkbox"/> Group 4 (see page 9 for details)	<input type="checkbox"/>

NB: More than one (1) group may be selected. A group chosen to register in will apply to all regions/districts chosen to participate in.



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE					
BID NUMBER:	SCMU5-23/24-0068	CLOSING DATE:	02 February 2024	CLOSING TIME:	11H00
DESCRIPTION	EXPRESSION OF INTEREST: DATABASE FOR SUPPLY AND DELIVERY, RENTAL & HIRING OF MOVABLE INFRASTRUCTURE FOR THE OFFICIAL STATE EVENTS INCLUDING FUNERALS FOR A PERIOD OF 24 MONTHS IN PROVINCE OF EASTERN CAPE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE REGIONAL OFFICES AS SPECIFIED IN THIS DOCUMENT					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	SCM	CONTACT PERSONS	Ms. N. Jikela		
TELEPHONE NUMBER	040 602 4000	TELEPHONE NUMBER	040 602 4301		
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS	supply.chain@ecdpw.gov.za	E-MAIL ADDRESS	Nontembeko.Jikela@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: <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX: <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

SIGNATURE OF SERVICE PROVIDER:

.....

CAPACITY UNDER WHICH THIS EXPRESSION OF INTEREST IS SIGNED:

.....
(Proof of authority must be submitted e.g. company resolution)

DATE:



SCMU5-23/24-0068

**EXPRESSION OF INTEREST: DATABASE FOR SUPPLY AND DELIVERY,
RENTAL & HIRING OF MOVABLE INFRASTRUCTURE FOR THE OFFICIAL
STATE EVENTS INCLUDING FUNERALS FOR A PERIOD OF 24 MONTHS IN
PROVINCE OF EASTERN CAPE**

Expression of interest documents can be downloaded from National Treasury's eTender Portal: <https://www.etenders.gov.za/> and or from the Eastern Cape Department of Public Works and Infrastructure website: www.ecdpw.gov.za/tenders free of charge. The documents are available starting from the **17 November 2023**.

A non-compulsory virtual pre-tender briefing meeting will be held on the **29 November 2023** at **10h00, MS Teams**. Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 311 847 390 44

Passcode: bYJ2vR

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+27 21 834 0889,,498186915#](tel:+27218340889,,498186915#) South Africa, Cape Town

Phone Conference ID: 498 186 915#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

Expression of Interest documents in a sealed envelope endorsed with the relevant expression of interest number, expression of interest description and the closing date, must be deposited in the applicant box of DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE Regional offices or Head Office as specified in this document not later than **11H00 on the 02 February 2024**.

Service providers must ensure that expression of Interest documents submitted via courier services are deposited by the courier service in the Departmental applicant box prior to the closing date and that it is not delivered to Departmental officials. The Department will not accept responsibility if applicants received by officials are not timely deposited in the applicant box.



A. EXPRESSION OF INTEREST EVALUATION CRITERIA

This Expression of Interest documents will be evaluated in one (1) phase as follows:

Phase One: Administrative Compliance

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE APPLIED AS FOLLOWS TO TENDERS ISSUED UNDER THIS CONTRACT:

Maximum points on price - **80 points**

Maximum points for Specific Goals - **20 points**

Maximum points - **100 points**

SERVICE PROVIDERS SHALL TAKE NOTE OF THE FOLLOWING CONDITIONS

1. **SBD 4 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. Failure will lead to disqualification.**
2. When the database is complete, all cases will be evaluated on the PPPFA and specific goals irrespective of amount
3. Bidders will 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
4. When evaluating bids/quotations of joint ventures/consortia, preference points must be allocated proportionately for such bidders in terms of their attributes or qualification for the relevant specific goal that is being scored, subject to the joint venture/consortium submitting the relevant proof of substantiation of points claimed as stipulated in the bidding documents. The points scored for the specific goals must then be added to the points scored for price and rounded off to the nearest two decimal points." A JV/consortia agreement must be submitted with the bid to substantiate the calculations. Failure will also lead in non-awarding of points for specific goalsAll information will be verified through CSD (where applicable)
5. The expression of interest documents will be valid up until establishment/finalisation starting from the closing date.
6. The minimum specifications and other conditions and rules are detailed in the document.

B. TENDER SUBMISSIONS:

Expression of interest documents must be submitted in sealed envelopes clearly marked

SCMU5-23/24-0068: EXPRESSION OF INTEREST: DATABASE FOR SUPPLY AND DELIVERY, RENTAL & HIRING OF MOVABLE INFRASTRUCTURE FOR THE OFFICIAL STATE EVENTS INCLUDING FUNERALS FOR A PERIOD OF 24 MONTHS IN PROVINCE OF EASTERN CAPE

C. PARTICIPATING OFFICE ADDRESSES AND CONTACT DETAILS

Tabulated below are details for the submission of completed expression of interest documents. Bidders can submit at any of these offices.

REGIONS	PHYSICAL ADDRESS OF BID BOX WHERE COMPLETED DOCUMENTS CAN BE RETURNED	CONTACT PERSON FOR DIRECTIONS TO THE OFFICE
HEAD OFFICE	DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE Public Works and Infrastructure, Qhasana Building, Ground Floor, BISHO	Enquires: supply.chain@ecdpw.gov.za Tel No: 040 602 4000/4563



AMATHOLE & BUFFALO CITY	DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE Corner of Scholl and Amalinda Main Road Amalinda Block B Building- Reception Area East London	Mr. Dumisani Magwala dumisani.magwala@ecdpw.gov.za 043 7115798 071 494 0627
ALFRED NZO	DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE Block A, Corner Nkosi Senyukele Jojo and Ngqubusini Street, off Ntsizwa Street, Mount Ayliff	Mr. S. Mgcikeni Sithembile.Mgcikeni@ecdpw.gov.za 039 254 6844 066 483 4689
JOE GQABI	DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE Block F Bensonvale Collage Sterkspruit	Mr. Tieho Nyokana Tieho.Nyokana@ecdpw.gov.za 051 611 9800 066 486 5055
CHRIS HANI	DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE Ground Floor, Reception Area, Old CPA Building, Queenstown	Ms. K. Makholwa kholeka.makholwa@ecdpw.gov.za 045 807 6606/15 045 807 6624
O.R. TAMBO	DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE KD Matanzima Building, Ground Floor Foyer, Mthatha, 5099	Mrs. N.Koko Ntomboxolo.koko@ecdpw.gov.za 047 505 2716 072 570 3322
SARAH BAARTMAN & NELSON MANDELA	DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE Ground floor, Old Ford House Building 55 Albany and Westbourne Road Port Elizabeth	Mr. A.J. Hitzeroth Alex.hitzeroth@ecdpw.gov.za 041 390 9067 079 520 4510

D. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:

SCM SPECIFIC ENQUIRIES

Supply.chain@ecdpw.gov.za

Tel No: 040 602 4563

TECHNICAL /PROJECT SPECIFIC ENQUIRIES

Enquires: Ms N. Jikela

Tel No: 040 602 4301

Cell No.: 082 559 9771 during office hours

Email Address: Nontembeko.Jikela@ecdpw.gov.za

(all enquiries are encouraged to be reduced to writing)

Fraud, Complaints & Tender Abuse Hotline

0800 701 701 (toll free number)



TERMS OF REFERENCE

EXPRESSION OF INTEREST: DATABASE FOR SUPPLY AND DELIVERY, RENTAL & HIRING OF MOVABLE INFRASTRUCTURE FOR THE OFFICIAL STATE EVENTS INCLUDING FUNERALS FOR A PERIOD OF 24 MONTHS IN PROVINCE OF EASTERN CAPE

A. PURPOSE

The purpose of this expression of interest is to establish a database for the supply and delivery of movable infrastructure for the official state events including funerals for a period of 24 months in the Province of the Eastern Cape.

B. BACKGROUND

In terms of the Accounting Officer's Guide, where goods, services or works of a technical / specialized nature are required on a recurring basis, a list of approved suppliers for the supply of the goods, services or works may be established. These lists should be established through the competitive bidding process.

The Department is tasked with the responsibility to mobilize resources for all declared state funerals and provincial events, which rendered it impractical for the Department to obtain quotations on a recurring basis.

Furthermore, the turnaround time is mostly excessive which delay service delivery.

The aim of this expression of interest is therefore to address the challenges the Department is facing with the supply and delivery of moveable infrastructure for state or official funerals and other important events within the province.

This list should be updated annually and during this period new entries will be allowed an opportunity to register and be subjected to the same evaluation criteria.

Additions or removals of service providers from database will be done through the Bid Adjudication Committee.

C. MINIMUM TENT SPECIFICATIONS

Marquee with Aluminium frame and glass door

D. GROUPS TO BE IN THE DATABASE

1. Bidders will be grouped in the following categories:

- a. Group 1: A qualifying respondent having an individual tent with a capacity to accommodate a maximum of 10 000 people with at least one additional tent in any of the groups 2 – 4 OR having two x individual 5000 capacity tents with at least one additional tent in any of the groups 2 – 4.

Bidders shall provide four (4) testimonials with traceable reference of similar projects to qualify for group 1

- b. Group 2: A qualifying respondent having an individual tent with a capacity to accommodate a maximum of 5 000 people with at least one additional tent in any of the groups 3- 4.

Bidders shall provide three (3) testimonials with traceable reference of similar projects to qualify for group 2



- c. Group 3: A qualifying respondent having an individual tent with a capacity to accommodate a maximum of 3 000 people with at least one additional tent in group 4 below.

Bidders shall provide two (2) testimonials with traceable reference of similar projects to qualify for group 3

- d. Group 4: A qualifying respondent having an individual tent with a capacity to accommodate a maximum of 1000 people with at least one additional tent with a minimum capacity of 200 people.

Bidders shall provide One (1) testimonials with traceable reference of similar project to qualify for group 1

2. NOTE:

- a) A qualifying respondent in a higher group, will automatically be included in all the relevant lower groups, for example: a qualifying respondent in Group 2, will also be included in group 3 and group 4.
- b) A sample of a Testimonial Template is attached as **Annexure C** for the above categories. Bidders can use their own templates.
- c) **Annexure B** should be dully completed and signed

E. UTILIZATION OF DATABASE

Once the list of suppliers (database) has been approved, only the successful/ qualified service providers will be approached by obtaining quotations from the database, irrespective the R- Value of the requirement.

The following rules will apply:

- 1) Quotations will be requested from the database as follows:
 - a. By inviting all the qualifying respondents in the group which they are classified in.
 - b. Where the framed tent capacity required is between groups, the qualifying respondents in the immediate higher group will be invited. For example, if the need is for 4000 people, qualifying respondents in group 2 will be invited to quote.
- 2) In cases where there are two or more qualifying respondents, quotations will be requested from all qualifying respondents in that group.
- 3) All cases will be evaluated on the PPPFA and specific goals irrespective of amount
- 4) Qualifying respondents will be given a minimum of 24 hours to respond to a request for a quotation.
- 5) No formal bid documents will be issued, because qualifying respondents were already prequalified. The Department will request only a quotation with fresher SBD forms (SBD 1, SBD 6.1 and SBD 3.1/detailed quotation)
- 6) Approval by the Accounting Officer in cases exceeding R1000 000.00, with evaluation done by Quotations Committee.
- 7) The database will be established per region/district.
- 8) Bidders can choose up to three regions/districts of their choice to work in
- 9) If there are no responses or no qualifying respondents in a certain region/district and particular group, qualifying bidders from the nearest regions/districts under the same group/s will be invited
- 10) The department reserves the right to procure outside the database if need requires e.g. If there are no qualifying respondent on Group 1 across all regions etc.



In addition to the tents specified per the relevant group, bidders must be able to provide the following on request:

The requirements are tabulated below:

Please tick the right side box if you have the listed below items

No	DESCRIPTION	TICK
	FLOORING AND CARPETING	
1	Good quality carpet tile flooring	
2	Good quality interlock rubber flooring	
3	Good quality wooden flooring	
4	Decking	
	FURNITURE	
5	3 seater couch- 3 division leather couch	
6	2 seater couch- 2 division leather couch	
7	1 seater couch- wingback chair leather L: 890 x D: 840 x H: 1120	
8	1 seater lounge chair – leather visitors chair	
9	Coffee table- a solid mahogany coffee table gloss finish (900 x 1400)	
10	Boardroom table (10 seater)- regency extension boardroom table 1.2 wide walnut	
11	Boardroom table (20 seater)- regency extension boardroom table	
12	Boardroom chair- dining arm chair chestnut leather – L: 580 x D: 550 x H: 980	
13	Ottoman	
14	Medium size cocktail table	
15	Medium size comfortable cocktail chair	
16	Round table that can accommodate 10 people seated	
17	Trestle table 1.8 x 0.75	
18	Banquet chairs – Original classic shape steel frame with scratch resistant Chrome finish	
19	Plastic chairs- PP Plastic Back height: 82 cm, Seat height : 43 cm, Seat size: 44 x 42 cm, Weight: 3,0 Kg	
	AIR CONDITIONERS OR COOLERS	
20	Air conditioner (heating and cooling system) 60 000 BTU's	
21	Air conditioner (heating and cooling system) 30 000 BTU's	
22	Portable Air Conditioner with remote control, 8000 BTU- Cools a room up to 200m ²	
23	Soft sided aluminium framed marquee white PVC with soft sides and glass sides 10 x 20m (200 sitter)- 200m ²	
	LINEN	
24	Trestle tablecloth	
25	Trestle table under blanket	
26	Skirting for trestle table	
27	Round table cloth	
28	Under blankets for round table (10 sitter)	
29	Chair covers for banquet chair	
30	Chair covers for plastic chairs	
31	Ceremonial rope for demarcation	



STAGE AND MEDIA HIGH RISERS	
32	Stage- stairs on one side and the disability ramp on the other side (5m x 7m high riser x 300mm high)
33	Media high riser 400mm high
AUDIO VISUAL	

No	DESCRIPTION	TICK
34	CD player	
35	LED screens 2m x 3m, audio and camera	
36	Microwave link	
ELECTRICAL		
37	150w floodlights fully installed	
38	Power multiplugs (media)	
39	3 phase power plug & cabling from generator to media high riser	
40	Chandeliers- neutral colour crystal chandelier with 6-8 bulbs secured with metal fasteners marquee frame	
41	Fluorescent lighting flush mount <ul style="list-style-type: none">• Opaque diffuser• Includes ballast• 2 x 18w fluorescent tubes• Width: 250mm• Length: 1.200mm	
PA SYSTEM		
42	50 pax	
43	150 pax	
44	200 pax	
45	500 pax	
46	1000 pax	
47	2000 pax	
48	5000 pax	
49	Roving microphone	
50	Lapel microphone	
51	Microphone stand	
DRAPING		
52	Black draping behind the stage (10 x 10m)	
GENERATORS		
53	20 KVA	
54	50 KVA	
55	100 KVA	
56	150 KVA	
57	200 KVA	
58	300 KVA	
FLORAL ARRANGEMENT		
59	Medium floral centrepiece	
60	Large floral centrepiece	
61	Greenery and flowering around the stage	
62	Cordless speakers with speaker stands	
MARQUEES		



63	Marquee tents which are less than specified in the relevant groups Gazebo's as required	
ABLUTION FACILITIES		
71	Plastic ablution facilities for the public	
72	Ablution facilities for people with disabilities <ul style="list-style-type: none">• Double cubicle• Ceramic toilets• Recirculating electrical purpose• Solar power system• LED lights• Hand flush	
No	DESCRIPTION	TICK
	<ul style="list-style-type: none">• Wash hand basins• Hand sanitizer• Size (L x B x H): 3m x 2m x2m• Axel type: Single Braked	
73	VIP trailer toilet <ul style="list-style-type: none">• Double cubicle• Ceramic toilets• Recirculating electrical pumps• Solar power system• LED lights• Hand flush• Wash hand basin• Hand sanitizer• Size (L x B x H): 3m x 2m x 2m• Axel type: Single Braked	
74	Screening for VIP toilets 3m x 2m x 2m	
75	VIP male and female trailer toilet (for people with disabilities) with a janitor <ul style="list-style-type: none">• Double cubicle• Ceramic toilets• Recirculating electrical pumps• Solar power system• LED lights• Hand flush• Wash hand basin• Hand sanitizer• Size (L x B x H): 3m x 2m x 2m• Axel type: Single Braked	
CERTIFICATES OF COMPLIANCE		
76	Engineering certificate for temporary structures	
77	Certificate of compliance for electricity	
78	Certificate for fire retardant of skins, carpets and draping	
79	Occupational health and safety certificate	
STANDBY PERSONNEL		
80	Sound technician	
81	Electrician	
82	Air conditioner technician	
83	Security personnel	
INSURANCES		
	Public Liability Insurance	

Any specification related enquiries may be directed to Ms. N Jikela at 040 602 4301



5 EVALUATION CRITERIA

Service provider's expression of interest document must meet the following minimum requirements and supporting documents must be submitted with the completed Expression of Interest document in a sealed envelope in the applicant box at the closing date and time. Failure to comply will automatically eliminate the response and further will not be registered in the database:

1. Expression of interest document (This Document must be submitted in its original format)
2. Expression of interest document which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
3. Service providers must be a legal entity or partnership or joint venture or consortia
4. **SBD4 must be duly completed and signed. Does the applicant 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 applying for this contract, such interest must be disclosed on question 2.3.1 of SBD 4**
5. The following Annexure must be duly completed & signed:
 - a. Annexure A - Resolution to Sign must be duly completed & signed (if applicable)
6. A bidder must have at least one functional office/ ware house/ acceptable storage space in the Eastern Cape to ensure prompt post implementation support. Proof must be in a form of a copy of utility bill or sworn affidavit. A lease agreement is not acceptable as proof of address
7. Respondents must submit written testimonial as reflected on page 8 and 9, with contactable references in the supply and erection of framed aluminum marquee tents within the capacity of the group the respondent is applying for registration.
8. Bidders must either own the marquee tents or must provide a confirmation letter from the supplier as an agreement to supply the marquee tents as per the specification of the group they applying for being registered in. This will be verified through an inspection in loco during evaluation



ANNEXURE A

RESOLUTION FOR SIGNATORY

CERTIFICATE OF AUTHORITY FOR SIGNATORY

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, or on company letter Head.

An example is given below:

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

Mr/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: _____



ANNEXURE B

**DETAILS OF TENDERERS NEAREST OFFICE OR ADDRESS TO DEPARTMENT
OF PUBLIC WORKS AND INFRASTRUCTURE EASTERN CAPE**

1. Physical address of tenderer:

1 Telephone No of nearest office: _____

3 Time period for which such office has been used by tenderer: _____

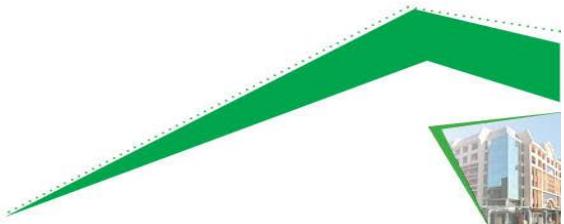
.....
SIGNATURE OF (ON BEHALF OF) TENDERER

.....
NAME IN CAPITALS

In the presence of:

1.

2.



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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.



2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications 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

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.



from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

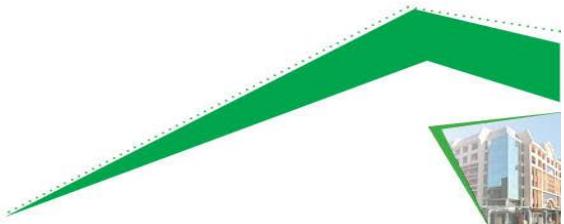
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



ANNEXURE C

TESTIMONIAL TEMPLATE

This format is provided as a guideline for the compilation of the testimonials only. Bidders may use their own formats.

Testimonial for (name of bidder) _____

For bid number _____

To be completed by client on behalf of the bidder

1.	Client name	_____
2.	Project description (completed contract)	_____

3.	Contract start date	_____
4.	Contract end date	_____
5.	Contract duration	_____
6.	Contract amount	_____
7.	Client contact number	_____
8.	Client physical address	_____

9.	Client e-mail address	_____
10.	Performance of the Client (Bidder)	_____

11.	Client signature	_____
12.	Date of testimonial	_____
13.	Client Stamp	<input type="text"/>



GENERAL CONDITIONS OF CONTRACT

A. TABLE OF CLAUSES

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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

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:

1) 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

2) 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.

22.4 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.

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.



THE BELOW WILL BE APPLICABLE TO ALL DPWI BIDS ADVERTISED/ISSUED UNDER THIS DATABASE

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 AND INFRASTRUCTURE.

2. EXTENT OF BID

This contract is for the **EXPRESSION OF INTEREST: DATABASE FOR SUPPLY AND DELIVERY, RENTAL & HIRING OF MOVABLE INFRASTRUCTURE FOR THE OFFICIAL STATE EVENTS INCLUDING FUNERALS FOR A PERIOD OF 24 MONTHS IN PROVINCE OF EASTERN CAPE**

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 of Public Works and Infrastructure may require sureties to its satisfaction from the service provider, 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 of Public Works and Infrastructure 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 of Public Works and Infrastructure prior to the submission of a Bid.

6. INSURANCE CLAIMS, ETC.

The Department of Public Works and Infrastructure 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 of Public Works and Infrastructure 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 **120 days** from the closing date as stipulated in the bid document.

8. PENALTY PROVISION AND WITHDRAWAL

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 DPWI:

- [a] All expenses incurred by the Department of Public Works and Infrastructure 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 of Public Works and Infrastructure from the Bids originally submitted; or
 - [ii] A new Bid price (inclusive of escalation).

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

8.3 Disputes between the Department of Public Works and Infrastructure 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. CONTRACTUAL PRICE ADJUSTMENTS

The rates tendered must be fixed for the first twelve months after commencement of the contract. The prices must be guaranteed for the 1st year, and during the 2nd year prices will be adjusted according to the prevailing CPI + year on year.

12. AUTHORITY TO SIGN BID DOCUMENTS

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

13. CONTRACT PERIOD

- a) The expected contract period is 24 months from the contract start date as would be agreed.



- b) The Department of Public Works and Infrastructure reserves the right to consider the extension of the contract or portions thereof, in consultation with the successful bidder for a further period, without going to an open bidding process.
- c) The Department of Public Works and Infrastructure may accept or reject any bid offer and may cancel the bid process or reject all bid offers at any time before the formation of a contract.
- d) 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.
- e) The Department of Public Works and Infrastructure 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 of Public Works and Infrastructure as per the contract, form /template and frequency and dates thereof to be stipulated and agreed upon by the parties upon the awarding of the Bid.

15. DISPUTES OR LIABILITIES

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

This paragraph replaces paragraph 29 in the General Conditions of Contract.

16. CLOSING DATE / SUBMITTING OF BIDS

16.1 Bids must be submitted in sealed envelopes clearly marked: **SCMU5-23/24-0068**

**EXPRESSION OF INTEREST: DATABASE FOR SUPPLY AND
DELIVERY, RENTAL & HIRING OF MOVABLE INFRASTRUCTURE FOR
THE OFFICIAL STATE EVENTS INCLUDING FUNERALS FOR A
PERIOD OF 24 MONTHS IN PROVINCE OF EASTERN CAPE**

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, Department of Public Works & Infrastructure as indicated not later than **11h00 on 02 February 2024**.

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 of Public Works and Infrastructure 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 Regulation 6 sub-regulation 9(a) & (b).

18. PAYMENT FOR SERVICES RENDERED

Awarded companies will have to provide invoices prior to payment taking place by the Department of Public Works and Infrastructure.

19. AWARD OF BIDDERS NOT SCORING THE HIGHEST POINTS

A contract may be awarded to a tenderer that did not score the highest points subject to a risk assessment.



20. 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).

21. COMMUNICATION

- 21.1 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 above-mentioned email addresses.
- 21.2 The delegated office of Department of Public Works and Infrastructure may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 21.3 Any communication to an official or a person acting in an advisory capacity for the 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.
- 21.4 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. The 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.
- 21.5 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 the Department of Public Works and Infrastructure (other than minor clerical matters), the Bidder(s) must promptly notify the Department of Public Works and Infrastructure in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Department of Public Works and Infrastructure an opportunity to consider what corrective action is necessary (if any).
- 21.6 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the 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.
- 21.7 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.

22. CONDITIONS WITHDRAWN FROM THE GENERAL CONDITIONS OF CONTRACT
Spare parts (paragraph 14 of the GCC)

23. SUPPLIER DUE DILIGENCE

The 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, conduct In- loco Inspection (if applicable).

24. 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 the 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.



25. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, the 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 the 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 the Department of Public Works and Infrastructure may suffer.

26. PRECEDENCE

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

27. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. The 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.

28. TAX COMPLIANCE

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

2.8 UTILISATION OF PRICE INDEX & COST CONTAINEMENT MEASURES (WHERE APPLICABLE)

28.1 The Price index for benchmarking of prices for low-value high-volume goods

and services applies to this quotation

28.2 Cost containment measures related to travel and subsistence also apply

29. REGISTRATION AS A VAT-VENDOR

29.1 Non-VAT vendors do not have to include VAT in their bid prices, however

29.2 Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R1 million must include VAT in the prices quoted and must therefore immediately upon award of the contract, register with the South African Revenue Service (SARS) as VAT vendors.

29.3 The award of contract would be (for Non-VAT vendors who included VAT in their prices) conditional pending the successful bidder submitting proof of registration as VAT vendor with SARS within 21 days of award.

30. 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.

31. GENERAL BID RULES

- a) The bid document shall be completed and signed
- b) The Department of Public Works and Infrastructure's Supply Chain Management Policy will apply.
- c) The Department of Public Works and Infrastructure does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid.
- d) The Department of Public Works and Infrastructure may accept or reject any bid offer and may cancel the bid process or reject all bid offers at any time before the formation of a contract.



- e) 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.
- f) Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted
- g) Bidders are not allowed to recruit or shall not attempt to recruit an employee of the Department of Public Works and Infrastructure for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof.

32. CONTRACT VARIATIONS, EXPANSIONS, AMENDMENTS OR MODIFICATIONS

- 32.1 Should a need arise to vary or expand or amend or modify contract quantities for any goods or services, after a valid contract has been concluded and or after the contract has already commenced; the Department reserves the right to approach the contracted service provider to reduce or increase the contracted quantities.
- 32.2 Should the Department implement this right, no escalation in contracted unit prices will be allowed in the first year of the contract (see bid rules on price escalation). Contracted prices will be reduced or increased pro-rata in accordance with the price as structured initially in the bid pricing structure at the closing date of the bid. Price escalations after year 1 of the contract (if applicable) will be in accordance with the bid rules.
- 32.3 All variations, expansions, amendments or modifications in the terms of the contract or contract quantities shall be made by written amendment and must be signed by the Department and the contracted party concerned.

33. CONTINGENCIES

A provisional amount has been provided in this tender document for contingencies. Utilizing contingencies must be approved in advance by the Department and the rates of the relevant contractor as per the tender document will apply, unless otherwise approved, in writing by the delegated authority. The contingency amount will only be utilized for repairs or replacements outside the warranty period, which could not be anticipated and is outside the control of the Department.

34. OTHER CONDITIONS OF BID

- 34.1 The bidder must be registered on the Central Supplier Database (CSD) prior the award.
- 34.2 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 be in order. Failure to comply within the prescribed period, will lead to elimination. Bidders' tax matters will be verified through CSD.
- 34.3 The Department intends to award to the highest point scorer as a whole, unless circumstances justifies otherwise.
- 34.4 The Department will contract with the successful bidder by signing a formal contract