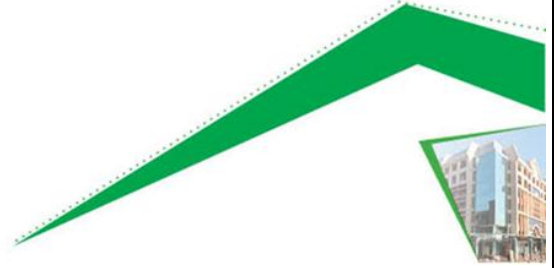




Province of the
EASTERN CAPE
PUBLIC WORKS & INFRASTRUCTURE



QUOTATION

TERM CONTRACT FOR SUPPLY AND DELIVERY OF GENERAL BUILDING MATERIAL FOR DEFECTIVE WORK AT CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS

CHR5-26/27-0013

NAME OF BIDDER:

CSD REGISTRATION:

CLOSING DATE:

12 OCTOBER 2026

CLOSING TIME:

11:00 am

ISSUED BY:

SUPPLY CHAIN MANAGEMENT UNIT
EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE
NO. 1 CREAMERY ROAD
OLD CPA BUILDING
KINGS PARK
KOMANI,
5320



FRAUD COMPLAINTS & BID ABUSE HOTLINE:
Call: 0800 701 701

QUOTATION NOTICE

CHR5-26/27-0013

TERM CONTRACT FOR SUPPLY AND DELIVERY OF GENERAL BUILDING MATERIAL FOR DEFECTIVE WORK AT CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS

The Eastern Cape Department of Public Works and Infrastructure, Chris Hani District invites service providers to submit quotations for the **TERM CONTRACT FOR SUPPLY AND DELIVERY OF GENERAL BUILDING MATERIAL FOR DEFECTIVE WORK AT CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS**.

This quotation document is downloadable free of charge from the Department of Public Works and Infrastructure website (www.ecdpw.gov.za/tenders) from **25 SEPTEMBER 2026**. No documents will be available at the departmental offices.

ENQUIRIES: Queries relating to the issue of these documents may be addressed in writing to Babalwa Mshede, email: Babalwa.mshede@ecdpw.gov.za. Technical enquiries may be addressed in writing to Mzikayise Xaba, email: Mzikayise.Xaba@ecdpw.gov.za

NOTE: BIDDERS INTENDING TO RENDER SERVICES WITH THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE WILL BE SUBJECTED TO THE SECURITY SCREENING AND VETTING PRIOR TO THE AWARD OF THE TENDER.

CLOSING DATE: Completed quotation documents in a sealed envelope endorsed with the relevant bid number and description **must be deposited in the bid box** not later than **11:00** on the **12 OCTOBER 2026** when bids will be opened in public.

PHYSICAL ADDRESS OF THE BID BOX: The bid box is situated at the Department of Public Works and Infrastructure District offices in No.1 Creamery road, Old CPA Building, Kings Park, Komani, 5320.

Bidders including those submitting via courier service, must ensure that their bids are deposited in the Departmental bid box, situated at the ground floor of the address mentioned above, prior to the closing date and time. The Department will not accept responsibility if bids are not timely deposited in the Bid Box.

BIDDER MUST NOTE: Telegraphic, telephonic, facsimile, e-mail and bids received after the closing date and time will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).

B. BID EVALUATION:

This quotation will be evaluated in two (2) phases as follows:

Phase One: Compliance, responsiveness to the bid rules and conditions,

Phase Two: Tenderers passing the stage above will be evaluated on PPPFA and PPR 2022.

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) AND PREFERENTIAL PROCUREMENT REGULATIONS (PPR) 2022 WILL BE AWARDED AS FOLLOWS:

Maximum points for Price	-	80 points
Maximum points for Specific Goals	-	20 points

C. BID SPECIFICATIONS, CONDITIONS AND RULES:

- Telegraphic, telephonic, facsimile, e-mail and bids received after the closing date and time will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).
- Tenderers must be registered on the National Treasury Central Supplier Data Base prior award and where possible, proof of registration should be submitted with the proposal (<https://secure.csd.gov.za>).
- Other minimum specifications, bid conditions and rules are detailed in this quotation document.
- The Department of Public Works & Infrastructure SCM policy will apply.
- Validity period is **90 days** from the closing date and time.

D. ENQUIRIES WITH REGARDS TO THIS DOCUMENT MAY BE DIRECTED TO:**SCM SPECIFIC ENQUIRIES**

Name Babalwa Mshede

Tel No: 083 281 1298

Email Address: Babalwa.mshede@ecdpw.gov.za

TECHNICAL SPECIFIC ENQUIRIES

Name: Mzikayise Xaba

Tel No.:083 261 8090

Email Address: Mzikayise.Xaba@ecdpw.gov.za

FOR COMPLAINTS, FRAUD, & BID ABUSE:

Call: 0800 701 701

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 Quotation Document, the word "bid" is used interchangeable with the word "quotation".

2. EXTENT OF BID

This contract is for the **TERM CONTRACT FOR SUPPLY AND DELIVERY OF GENERAL BUILDING MATERIAL FOR DEFECTIVE WORK AT CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS.**

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. The form of contract to be used is the General Conditions of Contract (GCC) and SBD 7.1.

4. MODE OF BID

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

The Department wishes to deal on a prime contractual basis with the successful tenderer 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 in this quotation document, this should be clarified with the Department five (5) days prior to the submission of a quotation.

6. INSURANCE CLAIMS, ETC.

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

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

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

All quotations must remain valid for a period of **90 days** from the closing date as stipulated in the quotation document.

8. PENALTY PROVISION

8.1 Should the successful tenderer:

- [a] Withdraw the quotation 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 tenderer 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 fail 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 accordance with clause 27.2 of the GCC.

9. BRAND NAMES

Wherever a brand name is specified in this 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 material, the supplier will issue a "Tax Invoice" for all materials supplied, which will reflect the exclusive cost of such materials with the relevant Value Added Tax being added to the total.

11. PRICE ESCALATION

No escalation of prices will be considered for this contract.

12. AUTHORITY TO SIGN BID DOCUMENTS

- 12.1 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.
- 12.2 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.
- 12.3 No authority to sign is required from a company or close corporation or partnership which has only one director or member.

- 12.4 In the event that a non-member/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the bid.

13. CONTRACT PERIOD

- 13.1 The Department of Public Works and Infrastructure, Chris Hani District wishes to enter into a formal contract with a successful service provider on a term contract basis for the **SUPPLY AND DELIVERY OF GENERAL BUILDING MATERIAL FOR DEFECTIVE WORK AT CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS. However, if the contract value gets depleted before contract period, the contract will be deemed expired.**
- 13.1 The Department of Public Works and Infrastructure may accept or reject any offer and may cancel the bid process or reject all bid offers at any time before the formation of a contract.
- 13.2 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.
- 13.3 The Department shall not accept or incur any liability to a service provider for such cancellation or rejection or acceptance but will give written reasons for such action.
- 13.4 Failure to deliver the required services, clause 22 and 23 of the GCC will apply.

14. DELIVERY PERIODS

Duration of contract: The duration of the contract is 12 months, commencing from the date of signing a contract with the department.

The delivery of requested material will range from the nature of the defect:

- All emergency maintenance defects shall be resolved within 24 hours of reporting to DPWI as per the regulated standards. The requested material must be delivered within 12 hours.
- All simple day to day maintenance defects shall be resolved within 3 days of reporting to DPWI as per the regulated standards. The requested material must be delivered within 1 day.
- All complex day to day maintenance defects shall be resolved within 7 days of reporting to DPWI as per the regulated standards. The requested material must be delivered within 4 days.

A longer duration will be catered for in cases that has to do with lead time or non-availability of material from the manufacturer or suppliers. The material would be required as when needed for the duration of the contract.

NOTE: If the contract value gets depleted before contract period, the contract will be deemed expired.

15. DISPUTES

In the event that disputes cannot be resolved by internal systems, the disputes will be dealt with in accordance with clause 27.2 of the GCC.

16. CLOSING DATE / SUBMITTING OF QUOTATIONS

- 16.1 Bids must be submitted in sealed envelopes clearly marked: **CHR5-26/27-0013, TERM CONTRACT FOR SUPPLY AND DELIVERY OF GENERAL MATERIAL FOR DEFECTIVE WORK AT CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS** and must be deposited in the bid box, located at ground floor, Department of Public Works and Infrastructure, No.1 Creamery Road, Old CPA Building, Kings Park, Komani, 5320 not later than **11:00** on **12 OCTOBER 2026** when proposals will be opened in public.

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 line with the SCM Policy.

18. LATE BIDS

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

19. COMMUNICATION

- a. A nominated official of the bidder(s) can make enquiries in writing, to the specified persons, as indicated on this document via email. Bidder(s) must reduce all telephonic enquiries to writing and send to the mentioned email address.
- b. The delegated office of Department of Public Works and Infrastructure may communicate with Bidder(s) where clarity is sought in the bid proposal.
- c. Any communication to an official or a person acting in an advisory capacity for Department of Public Works and Infrastructure in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- d. All communication between the Bidder(s) and Department of Public Works and Infrastructure must be done in writing.
- e. Whilst all due care has been taken in connection with the preparation of this bid, Department of Public Works 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.
- f. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by Department of Public Works & Infrastructure (other than minor clerical matters), the Bidder(s) must promptly notify Department of Public Works 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).
- g. 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.
- h. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the bidding process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

20. CONDITIONS WITHDRAWN FROM THE GENERAL CONDITIONS OF CONTRACT

Spare parts (paragraph 14)

21. PRESENTATION / DEMONSTRATION

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

22. SUPPLIER DUE DILIGENCE

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

23. PREPARATION COSTS

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

24. INDEMNITY

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

25. PRECEDENCE

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

26. LIMITATION OF LIABILITY

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

27. TAX COMPLIANCE

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

28. GOVERNING LAW

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

29. AWARD OF BIDDERS NOT SCORING THE HIGHEST POINTS

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

30. OTHER CONDITIONS OF QUOTATION

- a. Arithmetical errors, omission and discrepancies: Check responsive bids for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- b. For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.
- c. The bidder or any of its directors/shareholders is not listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- d. Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
- e. The Department will contract with the successful bidder by signing a formal contract.

PART A- INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE					
BID NUMBER:	CHR5-26/27-0013	CLOSING DATE:	12 OCTOBER 2026	CLOSING TIME:	11H00
DESCRIPTION	TERM CONTRACT FOR SUPPLY AND DELIVERY OF GENERAL BUILDING MATERIAL FOR DEFECTIVE WORK AT CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE, NO 1 CREAMERY ROAD, OLD CPA BUILDING, KINGS PARK, KOMANI, 5320					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Babalwa Mshede		CONTACT PERSON	Mzikayise Xaba	
TELEPHONE NUMBER	083 281 1298/ 083 261 6485		TELEPHONE NUMBER	045 807 6746	
FACSIMILE NUMBER			FACSIMILE NUMBER	045 838 1525	
E-MAIL ADDRESS	Babalwa.mshede@ecdpcw.gov.za		E-MAIL ADDRESS	Mzikayise.Xaba@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
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
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, 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:

NO.	SERVICE REQUIRED	TOTAL – RATE BASED (amount in figures)	GRAND TOTAL – RATE BASED (amount in words)
1.	TERM CONTRACT FOR SUPPLY AND DELIVERY OF GENERAL BUILDING MATERIAL FOR DEFECTIVE WORK AT CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS	R..... (Carried over from SBD 3.1 on page 38)	 (Carried over from SBD 3.1 on page 38)

IMPORTANT NOTICE:

If the Bid Sum (amount in words) differ from the Bid Sum (amount in figures), the Bid Sum (amount in words) will govern. Failure to complete the Bid Sum (amount in words) will automatically invalidate the offer submitted.

The total bid price charged must include all costs associated in the execution of the required goods i.e. delivery costs, profit and all other applicable taxes.

This is a rate-based contracts and the rates charged must be fixed for the duration of the contract.

SIGNATURE OF BIDDER:

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

DATE:



BID EVALUATION

CHR5-26/27-0013

TERM CONTRACT FOR SUPPLY AND DELIVERY OF GENERAL MATERIAL FOR DEFECTIVE WORK AT CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS

BID EVALUATION PROCESS:

This quotation will be evaluated in two (2) phases as follows:

Phase One: Compliance, responsiveness to the bid rules and conditions,

Phase Two: Tenderers passing the stage above will be evaluated on PPPFA and PPR 2022.

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) AND PREFERENTIAL PROCUREMENT REGULATIONS 2022 WILL BE AWARDED AS FOLLOWS:

Maximum points for Price	-	80 points
Maximum points for Specific Goals	-	20 points
Maximum points	-	100 points

PHASE ONE: COMPLIANCE, RESPONSIVENESS TO THE BID RULES AND CONDITIONS:

A. 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. This bid document must be submitted in its original format.
2. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
3. Bidders must be legal entity or partnership or joint venture or consortia.
4. Bidders Disclosure (SBD 4) must be fully completed and signed. In the event that 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 **2.4.1**. Unsigned form SBD 4 will lead to a bidder being declared non-responsive.
5. SBD 3.1 – Pricing schedule – Firm prices - must be fully completed.
6. Form SBD1 "Part B" must be fully completed and signed (date, signature, amount).
7. If the Bid Sum (amount in words) differ from the Bid Sum (amount in figures), the Bid Sum (amount in words) will govern. Failure to complete the Bid Sum (amount in words) will automatically invalidate the offer submitted.
8. Resolution to sign where applicable must be completed and signed. Refer to clause 12 (Authority to sign bid document) under the Special Conditions of Contract, for more details.
9. Only one offer per item per bidder is allowed and alternative offers will not be considered. If more than one offer per item is received, none of the offers will be considered. Bidders are also not allowed to submit bids whilst they are in agreements with other bidders in the form of joint ventures or consortiums.
10. **Bidders have priced all the items on the pricing schedule correctly.**
11. **Financial Surety - Bidders must submit together with the bid; (i) a letter from the registered Financial Institution committing financial assistance to the Service Provider for the quoted amount OR (ii) a letter as proof of Own Financial resources available to render this contract.**

B. Other Conditions of bid (non- eliminating, unless expressly mentioned in the document):

- a) DPWI SCM Policy applies (the Department of Public Works & Infrastructure, Supply Chain Management Policy applies.)
- b) The awarded bidder will be expected to comply with the specification during the time of payment for the services rendered, and failure to do so after engagements, the Department reserves the right to terminate the contract.
- c) The bidder must be registered on the Central Supplier Database (CSD) prior the award.
- d) **Bidders intending to render services with the Department of Public Works and Infrastructure will be subjected to the security screening and vetting prior to the award of the tender.**
- e) All bidders' tax matters must be in order prior award. Bidders' tax matters will be verified through CSD or tax compliance pin. In cases where the bidder's status is found non-compliant, the bidder will be granted 7 days to correct the status. A bidder that fails to rectify its tax matters with SARS will be declared non-responsive.
- f) Bidders must note that in addition to being tax compliant at the time of award of the contract, which will be verified with SARS or the CSD, it is incumbent upon the successful bidder/s to ensure that they are at all times tax compliant over the entire duration of the contract. Failure to ensure tax compliance may prevent the Department from issuing orders when goods/services are required. In such instances, the Department reserves the right to procure outside of the contract. Furthermore, if the Department is prevented from obtaining the relevant goods/services on the contract, such constitutes a breach of contract and will be dealt with accordingly, including the recovery of damages/adverse costs where applicable. In instances whereby the bidder is found non-compliant afforded 7 days to rectify their tax matters.
- g) Form SBD1 "Part A" should be completed.
- h) If the offer of the highest bidder(s) is believed not to be market related or reasonable, the department through its Supply Chain Management procedures may negotiate the offer with the intention to come to a reasonable and acceptable offer. Tenderers are not allowed to increase their offers during this process and where there is no consensus with any of the preferred bidder(s), the client reserves the right to cancel the bid.
- i) Arithmetical errors, omission and discrepancies: Check responsive bids for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- j) This bid will be awarded as a whole. All items in the Pricing Schedule should be correctly priced for. Failure to do so will result increase commercial risk of the bid and may lead to elimination or passing over of the bidder.
- k) Wherever a brand name is specified in this quotation document i.e. in the specification, pricing schedule or anywhere in this document, the department's requirement is not limited to the specified brand name, requires an item similar/ equivalent or better than specified.
- l) For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.
- m) DPWI relevant Policies will apply.
- n) Protection of personal information: Consent (POPIA).
- o) **Invoices** must be submitted or emailed to the details provided below:

DISTRICT	OFFICE	EMAIL ADDRESS
Chris Hani district	Office no. DG07 DPWI, No.1 Creamery Road, Kings Park Queenstown 5320	Invoices.chrishani@ecdpw.gov.za

PHASE TWO: EVALUATION ON PPPFA AND PPR2022:

The **80/20 preference point system** shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)* and PPPFA Regulations of 2022

CRITERIA	POINTS
MAXIMUM POINTS FOR PRICE	80
MAXIMUM POINTS FOR SPECIFIC GOALS	20
TOTAL	100

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:

- (a) The following formula must be used to calculate the points out of 80 for price in respect of an invitation for a tender with a rand value equal to or below R50 million, inclusive of all applicable taxes included:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Rand value of tender under consideration
Pmin = Rand value of the lowest acceptable tender

PLEASE NOTE:

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

SCOPE OF WORK

TERM CONTRACT FOR SUPPLY AND DELIVERY OF GENERAL BUILDING MATERIAL FOR DEFECTIVE WORK AT CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS

CHR5-26/27-0013

4.1. INTRODUCTION

The Department of Public Works and Infrastructure, Chris Hani District office requires a service provider for the **term contract for supply and delivery of general building material for defective work at chris hani district for a period of 12 months.**

4.2 DELIVERY DETAILS:

Duration of contract: The duration of the contract within 12 months, commencing from the date of signing a contract with the department.

The delivery of requested material will range from the nature of the defect:

- All emergency maintenance defects shall be resolved within 24 hours of reporting to DPWI as per the regulated standards. The requested material must be delivered in less than 10 hours.
- All simple day to day maintenance defects shall be resolved within 3 days of reporting to DPWI as per the regulated standards. The requested material must be delivered within 1 day.
- All complex day to day maintenance defects shall be resolved within 7 days of reporting to DPWI as per the regulated standards. The requested material must be delivered within 4 days.
- A longer duration will be catered for in cases that has to do with lead time or non-availability of material from the manufacturer or suppliers. The material would be required as when needed for the duration of the contract.

If the contract value gets depleted before contract period, the contract will be deemed expired.

Delivery times : 08:30-15:00 Mondays to Fridays.

Delivery conditions : Material to be delivered will be checked and verified for quality, quantity and content against the pricing schedule by the end user at the point of delivery.

The departmental project leader must be notified 24 hours prior to deliver except in the case of emergency or urgency.

Address of Delivery : Delivery address will be within the Eastern Cape Department of Public Works and Infrastructure, Chris Hani District. **Physical Address for delivery is No. 1 Creamery Road, Old CPA Building in Kings Park, Komani, 5320**

Quality Standards : All material must meet the South African National Standards (SANS)10400, PW 371 and Occupation Health and Safety Act minimum standards and requirements. The Department has a final say in quality of material delivered to be delivered in accordance with manufacturer's specifications.

IMPORTANT NOTE : If the material does not meet the set standards will be returned at cost to the Supplier. All material must be marked SANS /SABS approved. The bidder must handle the work of the similar size.

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BILLS OF QUANTITIES

Item	Description	Unit	Quantity	Rate	Amount
	<u>TERM CONTRACT FOR SUPPLY AND DELIVERY OF GENERAL BUILDING MATERIAL FOR DEFECTIVE WORK AT CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS</u>				
	<u>BILL NO.1</u>				
	<u>BUILDING MATERIAL</u>				
	NOTE: TOTAL AMOUNTS MUST BE CARRIED OVER TO FINAL SUMMARY.				
1	Nominal sizes of 19mm concrete stone free of vegetation and foreign substances	m ³	1		
2	Concrete crusher dust free of vegetation and foreign substances	m ³	1		
3	9mm Crushed stone	m ³	1		
4	Building sand not passing through a 300µm sieve, free of organic matter such as roots, twigs, humus, clay, etc.	m ³	1		
5	Plaster sand not passing through a 300µm sieve, free of organic matter such as roots, twigs, humus, clay, etc.	m ³	1		
6	All Purpose min. 42,5N Portland /similar/equivalent/better cement (50kg) bags with less than 3 months in sealed bags and less than 2 years in sealed containers	no.	1		
7	G5 sub base material free of organic matter such as roots, twigs, humus, clay, etc.	m ³	1		
8	222mm x 106mm x 73mm NFP burnt clay masonry units in accordance with SABS 227	no	1		
9	3000mm x 110mm roll Damp-Proof Course BRICKGRIP DPC 3 LAYERS 250@Micron /similar/equivalent/better bearing SABS 952 - 1: Type B	no	1		
	Carried to next page			R	R

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Item	Description	Unit	Quantity	Rate	Amount
10	3000mm x 220mm roll Damp-Proof Course AT BRICKGRIP DPC 3 layers 250@Micron /similar/equivalent/better bearing SABS 952 - 1: Type B	no	1		
11	3000mm x 3000mm roll A.T. USB /similar/equivalent/better green 3 layer 170@micron damp proof sheeting bearing SABS 952 – 1	no	1		
12	75mm x 2.8mm x 20000mm Galvanized brickforce	no	1		
13	150mm x 2.8mm x 20000mm Galvanized brickforce	no	1		
14	390mm x 140mm x 190mm M140 Concrete blocks manufactured in accordance with SANS 1215	no	1		
15	390mm x 90mm x 190mm M90 Concrete blocks manufactured in accordance with SANS 1215	no	1		
16	390mm x 140mm x 100mm M140 Concrete block Spacer manufactured in accordance with SANS 1215	no	1		
17	390mm x 90mm x 100mm M90 Concrete block Spacer manufactured in accordance with SANS 1215	no	1		
18	1200mm x 105mm x 75mm Fabricated concrete lintel	no	1		
19	4800mm x 140mm x 75mm Fabricated concrete maxi lintel	no	1		
20	5700mm x 105mm x 75mm Fabricated concrete lintel	no	1		
Carried to Final Summary				R	R

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Item	Description	Unit	Quantity	Rate	Amount
	<u>BILL NO. 2</u>				
	<u>PAINTING MATERIAL</u>				
1	300mm x 1000m Sanding roll 60 Gritt	no	1		
2	300mm x 1000m Sanding roll 80 Gritt	no	1		
3	24mm x 40mm Sellotape /similar/equivalent/better masking tape (60°)	no	1		
4	12kg Multi-purpose crack filler white	no	1		
5	20L Plascon /similar/equivalent/better universal undercoat white paint	no	1		
6	113g Chalk powder	no	1		
7	5L Plascon /similar/equivalent/better dampshield	no	1		
8	5L Plascon /similar/equivalent/better primer wood	no	1		
9	20L Plascon /similar/equivalent/better nuroof cool	no	1		
10	Woodguard /similar/equivalent/better exterior timber varnish clear 5L	no	1		
11	Plascon /similar/equivalent/better super universal enamel (oil based) 5L	no	1		
12	20L Plascon /similar/equivalent/better plaster primer	no	1		
13	260ml Silicone - white	no	1		
14	50mm Paint flat brush	no	1		
15	225mm Roller brush (Furpile)	no	1		
16	225mm Roller brush (Sheep skin)	no	1		
17	225mm Roller brush (Sponge)	no	1		
18	20L Plascon Wall and All /similar/equivalent/better paint with 15yr guarantee	no	1		
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Item	Description	Unit	Quantity	Rate	Amount
19	20L Plascon /similar/equivalent/better ceiling paint	no	1		
20	10kg Medal /similar/equivalent/better glazing putty	no	1		
21	5L Plascon /similar/equivalent/better brick dressing paint	no	1		
22	2m x 1,5m Clear window pane	no	1		
23	5L Stoep paint – Black	no	1		
24	5L Mineral turpentine	no	1		
25	Mutton cloth - 5kg	no	1		
26	FFP1 /similar/equivalent/better Dust masks - 20 per box	no	1		
27	5L Sanding sealer	no	1		
28	5L Red oxide metal primer	no	1		
29	5L Galvanised iron primer	no	1		
Carried to Final Summary				R	R

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Item	Description	Unit	Quantity	Rate	Amount
	<u>BILL NO. 3</u>				
	<u>CARPENTRY MATERIAL</u>				
1	0.4mm x 6000m IBR roof sheeting	no	1		
2	6.6mm x 120mm Roof nail and seal (50 per packet)	no	1		
3	10mm x 200mm ABE /similar/equivalent/better membrane	no	1		
4	260mm x 260mm x 3080mm Fibre cement barge board	no	1		
5	260mm x 260mm x 3600mm H-profile joiners – plastic	no	1		
6	260mm x 260mm x 3600mm H-profile corner joiner – plastic	no	1		
7	12mm x 225mm x 3600mm Fibre cement fascia board	no	1		
8	12mm x 225mm H-profile fascia corner jointer – plastic	no	1		
9	12mm x 225mm H-profile fascia jointer - plastic	no	1		
10	2.5mm x 50mm Nail polytop (box)	no	1		
11	PVC cement solvent sealer (clear)	no	1		
12	75mm Roof screw plus washers (100 per packet)	no	1		
13	100mm Barrel bolt (100 per packet)	no	1		
14	150mm Barrel bolt (100 per packet)	no	1		
15	6mm x 60mm Nylon nail (350 per packet)	no	1		
16	42mm X 300mm Drywall screws (100 per packet)	no	1		
17	2.5mm x 75mm Butt steel hinges (100 per packet)	no	1		
18	3 Lever Union /similar/equivalent/better gower door handle set	no	1		
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Item	Description	Unit	Quantity	Rate	Amount
19	13mm Union /similar/equivalent/better rebate latch kit for door locks	no	1		
20	Assa Abloy /similar/equivalent/better euro cylinder Union /similar/equivalent/better dead lock	no	1		
21	100 mm x 75mm x 3mm Sinkless aluminium hinge rivet	no	1		
22	22mm x 76mm x 3600mm Timber skirting	no	1		
23	5mm Eurika /similar/equivalent/better roof nail and cap	no	1		
24	25ml Wood glue fast set	no	1		
25	200g Wood filler	no	1		
26	100mm x 75mm x 3mm Stainless steel ball bearing sink less hinge	no	1		
27	32mm (500g) Fibre Cement nails	no	1		
28	40mm (500g) Fibre cement nails	no	1		
29	2.5mm x 50mm Nail polytop (box)	no	1		
30	12mm x 3600mm Fibre cement board	no	1		
31	75mm x 3600mm Nutec /similar/equivalent/better cornice	no	1		
32	32mm x 3600mm Nutec /similar/equivalent/better cover strip	no	1		
33	38mm x 114mm x 6000mm SABS treated SA pine grade 5	no	1		
34	50mm x 76mm x 6000mm SABS treated SA pine	no	1		
35	19mm x 3600mm Quadrant meranti	no	1		
36	450mm x 65mm Barge board screws (300 per packet)	no	1		
37	450mm x 90mm Barge board screws with washer (200 per packet)	no	1		
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Item	Description	Unit	Quantity	Rate	Amount
38	450mm x 650mm Roof nail and seal (300 per packet)	no	1		
39	3.5mm x 25mm Hinge screws (100 per packet)	no	1		
40	4.5mm x 40mm Solid brass counter sunk wood screw	no	1		
41	4.8mm x 18mm Counter sunk blind aluminium rivet (300 per packet)	no	1		
42	4.8mm x 12mm Counter sunk blind aluminium rivet (400 per packet)	no	1		
43	4mm x 10mm Counter sunk blind aluminium rivet (60 per packet)	no	1		
44	4mm x 8mm Large flange blind aluminium rivet (100 per packet)	no	1		
45	4.8mm x 12mm Large flange blind aluminium rivet (200 per packet)	no	1		
46	4mm x 12mm Closed blind aluminium rivet (60 per packet)	no	1		
47	4.8mm x 12mm Closed blind aluminium rivet (60 per packet)	no	1		
48	1613mm x 2032mm Solid core double door	no	1		
49	813mm x 2032mm Solid core hardwood door	no	1		
50	813mm x 2032mm Single meranti door with stable cross bracing with 10 yr guarantee	no	1		
51	100mm x 75mm x 3mm Assa Abloy /similar/equivalent/better 2BB butt hinge satin brass	no	1		
52	Assa Abloy /similar/equivalent/better door indicator paraplegic facility bolt	no	1		
53	Assa Abloy /similar/equivalent/better door surface mounted WC indicator bolt	no	1		
54	Timber single door frame	no	1		
55	600mm x 600mm Matt glazed porcelain floor tile Box	no	1		
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Item	Description	Unit	Quantity	Rate	Amount
56	20kg Pro Grip /similar/equivalent/better superbond porcelain tile adhesive	no	1		
57	5kg Pro Grip /similar/equivalent/better light grey waterproof tile grout	no	1		
58	12mm x 2500mm Promax /similar/equivalent/better aluminium straight edge trim	no	1		
59	5mm Floor tile spacers to cover 10 square meters	no	1		
60	TFC /similar/equivalent/better grout off and easy clean - 1 litre to cover 60 square meters	no	1		
61	5kg Pro Grip /similar/equivalent/better basecoat	no	1		
62	5L Pro Grip /similar/equivalent/better key coat	no	1		
63	300mm x 300mm Rock cut mosaics	no	1		
64	5kg Pro Grip /similar/equivalent/better white mosaic adhesive & grout	no	1		
65	100mm Wire nails per kg	no	1		
66	1,2mm x 76mm x 3000mm Galvanised veranda column/pole	no	1		
67	1500mm x 1200mm Aluminium window frame	no	1		
68	600mm x 900mm Aluminium window frame	no	1		
69	1200mm x 1200mm Aluminium window frame	no	1		
70	1200mm x 900mm Aluminium window frame	no	1		
71	1500mm x 900mm Aluminium window frame	no	1		
72	600mm x 600mm Aluminium window frame	no	1		
73	1500mm x 1500mm Aluminium window frame	no	1		
74	1800mm x 1500mm Aluminium window frame	no	1		
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Item	Description	Unit	Quantity	Rate	Amount
75	1800mm x 1200mm Aluminium window frame	no	1		
76	900mm x 900mm Aluminium window frame	no	1		
77	12,5mm x 1200mm x 2400mm Gypsum Rhino tapered edge drywall boards	no	1		
78	63.5mm Gyproc /similar/equivalent/better gypframe UltraSTEEL studs	no	1		
79	0.4mm x 28mm x 2700mm Gyproc /similar/equivalent/better drywall gypframe corner bead	no	1		
80	3600mm Gyproc /similar/equivalent/better aluminium drywall rib skirting	no	1		
81	360mm x 89mm Gyproc /similar/equivalent/better drywall aluminium head channel	no	1		
82	60mm x 600mm x 1200mm Cavitybatt™ /similar/equivalent/better Isover Insulation	no	1		
83	45mm Gyproc /similar/equivalent/better Rhinotape roll	no	1		
84	10kg Gyproc /similar/equivalent/better Rhinoglide joint plaster	no	1		
85	10kg Gyproc /similar/equivalent/better RhinoLite® multipurpose plaster	no	1		
Carried to Final Summary				R	R

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Item	Description	Unit	Quantity	Rate	Amount
	<u>BILL NO. 4</u>				
	<u>PLUMBING MATERIAL</u>				
1	Cobra /similar/equivalent/better compression straight coupler Cxc 15mm, PLUMLINE /similar/equivalent/better round Nikki bath spout & overflow Cp	no.	1		
2	Cobra /similar/equivalent/better compression straight coupler Cxc 22mm, PLUMLINE /similar/equivalent/better round Nikki Bath Spout & Overflow Cp	no.	1		
3	Cobra /similar/equivalent/better compression straight coupler Cxc 25mm	no.	1		
4	Cobra /similar/equivalent/better compression straight coupler 2Xs Cxmi 15mm	no.	1		
5	Cobra /similar/equivalent/better compression straight coupler 2Xs Cxmi 22mm	no.	1		
6	Cobra /similar/equivalent/better compression straight coupler 2Xs Cxmi 28mm	no	1		
7	50mm Aluminium holderbat for PVC pipe	no	1		
8	DUTTON /similar/equivalent/better FP16A ELF cistern mechanism	no	1		
9	Rubber cone White	no	1		
10	DUTTON /similar/equivalent/better CCFF1 UNIV CC BIBO front flush cistern mechanism	no	1		
11	DUTTON /similar/equivalent/better LLFF1 UNIV LL BIBO front flush cistern mechanism	no	1		
12	GENEBRE /similar/equivalent/better 15mm MXF premium mini-CP ball valve PN16 3097 04	no	1		
13	GENEBRE /similar/equivalent/better 15 x 13mm ISIS angle valve PN10 ABS handle PN10 3094 05	no	1		
	Carried to next page			R	R

Item	Description	Unit	Quantity	Rate	Amount
14	GENEBRE /similar/equivalent/better 15mm brass gate valve FxF PN20 blue handle	no	1		
15	GENEBRE /similar/equivalent/better 20mm brass gate valve FxF PN20 blue handle	no	1		
16	PLUMLINE /similar/equivalent/better 15mm heavy pattern tap washer (10)	no	1		
17	PLUMLINE /similar/equivalent/better 20mm heavy pattern tap washer (10)	no	1		
18	PLUMLINE /similar/equivalent/better 15mm light pattern tap washer (10)	no	1		
19	PLUMLINE /similar/equivalent/better cistern beta valve washer flat thin (1)	no	1		
20	PLUMLINE /similar/equivalent/better close couple foam sealing ring (1)	no	1		
21	15mm Compression stop end brass	no	1		
22	22mm Compression stop end brass	no	1		
23	NY-951 - Basin mixer single lever plain basin mixer. 13mm BSP female inlets.	no	1		
24	Elf plastic, white, low Level toilet cistern	no	1		
25	Elf dual flush toilet cistern	no	1		
26	510mmm x 600mm manhole frame and cover	no	1		
27	Shut-off valve; 305mm FxF	no	1		
28	Shut-off valve with integra in-line straightener (250 microns); 15mm BSP connection ends	no	1		
29	Shut-off valve with integra in-line straightener (250 microns); 15mm BSP connection ends	no	1		
30	Compression elbow 90° 15mm	no	1		
31	Compression elbow 90° 22mm	no	1		
Carried to next page				R	R

Item	Description	Unit	Quantity	Rate	Amount
32	Compression elbow 90° 20mm	no	1		
33	Compression elbow 90° 25mm	no	1		
34	Compression elbow 90° 32mm	no	1		
35	Compression elbow 90° 40mm	no	1		
36	Compression elbow 90° 50mm	no	1		
37	Compression elbow female 20mm x 15mm	no	1		
38	Compression elbow female 20mm x 20mm	no	1		
39	Compression elbow female 25mm x 25mm	no	1		
40	Compression elbow female 25mm x 15mm	no	1		
41	Compression elbow female 25mm x 20mm	no	1		
42	Compression elbow female 32mm x 70mm	no	1		
43	Compression elbow female 32mm x 25mm	no	1		
44	Compression elbow female 32mm x 20mm	no	1		
45	Compression elbow female 50mm x 50mm	no	1		
46	Compression elbow female 20mm x 15mm	no	1		
47	Compression elbow female 20mm x 20mm	no	1		
48	Compression elbow female 25mm x 25mm	no	1		
49	Compression elbow female 25mm x 20mm	no	1		
50	Compression elbow female 32mm x 25mm	no	1		
51	Compression elbow female 40mm x 140mm	no	1		
52	Compression elbow female 40mm x 70mm	no	1		
53	Compression elbow female 50mm x 15mm	no	1		
54	Compression elbow female 50mm x 70mm	no	1		
55	Compression elbow female 50mm x 50mm	no	1		
	Carried to next page			R	R

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Item	Description	Unit	Quantity	Rate	Amount
56	Compression stop end 20mm	no	1		
57	Compression stop end 25mm	no	1		
58	Compression stop end 32mm	no	1		
59	Compression stop end 40mm	no	1		
60	Compression stop end 50mm	no	1		
61	Compression pipe coupling 20mm	no	1		
62	Compression pipe coupling 25mm	no	1		
63	Compression pipe coupling 32mm	no	1		
64	Push Fit twin wall socket 110mm	no	1		
65	Double socket 110mm	no	1		
66	Kimberly socket 110mm	no	1		
67	Single socket 110mm	no	1		
68	Single socket 160mm	no	1		
69	Solvent socket 110mm	no	1		
70	50mm PVC 90° plain bend	no	1		
71	40mm PVC 90° plain bend	no	1		
72	40mm PVC 45° plain bend	no	1		
73	50mm PVC 90° IE bend	no	1		
74	110mm PVC 90° IE bend with vent pipe and horn	no	1		
75	110mm PVC plain bend - white	no	1		
76	150mm X 110mm PVC gulley trap, head and grating	no	1		
77	110mm 45° Y junction	no	1		
78	110mm PVC 45° bend	no	1		
	Carried to next page			R	R

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Item	Description	Unit	Quantity	Rate	Amount
79	15mm Master holderbat	no	1		
80	110mm Bend (6mm)	no	1		
81	110mm Ribbed R/H junction 45° inspection eye	no	1		
82	110mm Ribbed L/H junction 45° inspection eye	no	1		
83	110mm Ribbed junction 45°	no	1		
84	110mm Inspection pipe	no	1		
85	110mm Junction 45° 110mm	no	1		
86	110mm Junction 45° R/H inspection eye	no	1		
87	110mm Junction 45° L/H inspection eye	no	1		
88	110mm Junction 90°	no	1		
89	160mm Junction 45°	no	1		
90	110mm x 160mm Reducing junction R/H 45° inspection eye	no	1		
91	110mm x 160mm Reducing junction L/H 45° inspection eye	no	1		
92	110mm Adaptor PVC female (20 per pack)	no	1		
93	110mm Adaptor PVC male	no	1		
94	110mm Rodding eye 45°	no	1		
95	110mm Stop end plain female	no	1		
96	110mm Stop end plain male	no	1		
97	110mm Stop end access	no	1		
98	150mm Gully head & grating	no	1		
99	190mm Gully grating round	no	1		
100	40mm Waste stop end	no	1		
Carried to next page				R	R

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Item	Description	Unit	Quantity	Rate	Amount
101	50mm Waste stop end	no	1		
102	40mm Waste stop end female	no	1		
103	50mm Waste stop end female	no	1		
104	50 x 40mm Waste reducer	no	1		
105	40mm Water socket	no	1		
106	50mm Water socket	no	1		
107	110mm x 50mm Waste strap-on boss	no	1		
108	40mm Holderbat & Hilti nail	no	1		
109	50mm Holderbat & Hilti nail	no	1		
110	40mm Pipe clip	no	1		
111	50mm Pipe clip	no	1		
112	40mm Waste junction 87.5° plain	no	1		
113	40mm Waste junction 87.5° inspection eye	no	1		
114	50mm Waste junction 87.5° plain	no	1		
115	50mm Waste junction 87.5° inspection eye	no	1		
116	40mm Waste junction 135° inspection eye	no	1		
117	50mm Waste junction 135° inspection eye	no	1		
118	40mm Waste bend 135° plain	no	1		
119	40mm Waste bend 135° inspection eye	no	1		
120	50mm Waste bend 135° plain	no	1		
121	50mm Waste bend 135° inspection eye	no	1		
122	40mm Waste bend 87.5° plain	no	1		
123	50mm Waste bend 87.5° plain	no	1		
124	40mm Waste bend 87.5° inspection eye	no	1		
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Item	Description	Unit	Quantity	Rate	Amount
125	50mm Waste bend 87.5° inspection eye	no	1		
126	50mm Vent valve Two Way	no	1		
127	50mm Vent valve One Way	no	1		
128	50mm Vent cowl	no	1		
129	135° Plain bend double socket	no	1		
130	110mm x 110mm Junction 135° single inspection eye	no	1		
131	110mm x 110mm Junction 135° single plain	no	1		
132	110mm x 110mm Junction 95° single inspection eye heel	no	1		
133	110mm x 110mm Junction 95° single plain	no	1		
134	110mm x 50mm Junction 95° double reducing plain	no	1		
135	110mm x 50mm Junction 95° double reducing inspection eye	no	1		
136	110mm x 50mm Junction 95° single reducing plain	no	1		
137	110mm x 50mm Junction 95° single reducing inspection eye heel	no	1		
138	75mm Bend 95° plain	no	1		
139	75mm Bend 95° inspection eye heel	no	1		
140	110mm Bend 95° plain	no	1		
141	110mm Bend 95° inspection heel	no	1		
142	110mm Bend 95° vent horn inspection eye heel	no	1		
143	110mm Bend 135° plain	no	1		
144	110mm Bend 135° inspection eye heel	no	1		
145	110mm PVC pan connector	no	1		
Carried to next page				R	R

Item	Description	Unit	Quantity	Rate	Amount
146	110mm PVC flexible pan connector	no	1		
147	110mm Straight pan connector	no	1		
148	110mm Offset pan connector	no	1		
149	110mm Pan collar straight	no	1		
150	110mm Rubber seal ring	no	1		
151	110mm Pan connector 90° bend	no	1		
152	110mm Pan connector 90° bend inspection eye	no	1		
153	75mm Single socket	no	1		
154	110mm Double socket	no	1		
155	110mm Kimberly socket	no	1		
156	110mm Solvent weld socket	no	1		
157	110mm x 50mm Eccentric reducer	no	1		
158	110mm Overflow gully head	no	1		
159	110mm Stop end access	no	1		
160	110mm Vent cowl	no	1		
161	110mm Vent valve Two Way	no	1		
162	Water saving bottom inlet cistern valve	no	1		
163	22mm x 20mm BSP female Cobra /similar/equivalent/better compression straight coupler	no	1		
164	15mm x 20mm BSP female Cobra /similar/equivalent/better compression straight coupler	no	1		
165	Cobra /similar/equivalent/better compression coupler straight 3Xs Cxfi 22mm	no	1		
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Item	Description	Unit	Quantity	Rate	Amount
166	Cobra /similar/equivalent/better compression coupler straight 3Xs Cxfi 28mm	no	1		
167	Cobra /similar/equivalent/better compression elbow 90° Cxc 15mm brass	no	1		
168	Cobra /similar/equivalent/better compression elbow 90° Cxc 22mm brass	no	1		
169	Cobra /similar/equivalent/better compression female elbow 90° Cxc 15mm brass	no	1		
170	Cobra /similar/equivalent/better compression male elbow 90° Cxc 15mm brass	no	1		
171	Cobra /similar/equivalent/better compression female elbow 90° Cxc 22mm brass	no	1		
172	Cobra /similar/equivalent/better compression male elbow 90° Cxc 22mm brass	no	1		
173	Cobra /similar/equivalent/better compression reducing elbow 90° Cxc 22 x 15mm brass	no	1		
174	15mm Compression T-piece	no	1		
175	22mm Compression T-piece	no	1		
176	Cobra /similar/equivalent/better compression T-inspection eye equal Cxcxc 15mm brass	no	1		
177	Cobra /similar/equivalent/better compression T-inspection eye equal Cxcxc 22mm brass	no	1		
178	Cobra /similar/equivalent/better compression T-inspection eye equal Cxcxc 28mm brass	no	1		
179	Cobra /similar/equivalent/better pex pipe 15mm (1000mm)	no	1		
180	Cobra /similar/equivalent/better pex pipe 22mm	no	1		
181	Cobra /similar/equivalent/better pex pipe 28mm	no	1		
182	Cobra /similar/equivalent/better compression stop end 15mm brass	no	1		
Carried to next page				R	R

Item	Description	Unit	Quantity	Rate	Amount
183	Cobra /similar/equivalent/better compression stop end 28mm brass	no	1		
184	110mm PVC U/G pipe (cream)	m	1		
185	110mm PVC pipe - 6000mm (white)	no	1		
186	50mm PVC pipe – 6000mm	no	1		
187	40mm PVC pipe – 6000mm	no	1		
188	15mm PolyCop pipe (Per Meter)	m	1		
189	22mm PolyCop pipe (Per Meter)	m	1		
190	28mm PolyCop pipe (Per Meter)	m	1		
191	50mm Marley /similar/equivalent/better HDPE pipe (Per Meter)	m	1		
192	25mm Marley /similar/equivalent/better HDPE pipe (100m)	no	1		
193	22mm copper pipe - 6000mm	no	1		
194	110mm x 6000mm PVC Soil and 50mm Vent pipe and horn - white	no	1		
195	40mm PVC T-piece	no	1		
196	50mm PVC T-piece	no	1		
197	PVC half round gutter clips	no	1		
198	PVC half round gutter couplers	no	1		
199	PVC round gutter offset	no	1		
200	PVC round gutter outlet	no	1		
201	PVC gutter downpipes	no	1		
202	50mm x 40mm PVC reducer	no	1		
Carried to next page				R	R

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Item	Description	Unit	Quantity	Rate	Amount
203	PVC half round gutter stop end	no	1		
204	Eco half round gutter - 6000m	no	1		
205	Eco half round gutter bracket	no	1		
206	Water closet seat cover	no	1		
207	Water closet set with float / beta valves	no	1		
208	1700mm x 700mm Bath tube	no	1		
209	50mm Bath outlet	no	1		
210	50mm Bath trap and overflow	no	1		
211	810mm x 415mm x 495mm Basin and pedestal set	no	1		
212	Bath mixer bib type taps with flexible shower hose	no	1		
213	Basin pillar type mixer taps	no	1		
214	Pillar type kitchen mixer tap	no	1		
215	Bib type kitchen mixer tap	no	1		
216	5000L Vertical water storage tank -Jojo tanks /similar/equivalent/better with 40mm in/outlet	no	1		
217	Leo AJM75s 0,75kw 220V Stainless steel self-priming jet pump	no	1		
218	1000L Roto Tank /similar/equivalent/better septic tank, 1-4 persons L:1700mm, W: 1100mm, H:950mm, Manhole: 450mm	no	1		
Carried to Final Summary				R	R

Item	Description	Unit	Quantity	Amount
	<u>BILL NO.6</u> <u>Plant and equipment</u> The rates shall include all preliminary and general costs, overhead costs, profit, skilled and licensed operators, mobilization, demobilization and transportation of plant and equipment to and from site, etc, as when required. Plant shall be hired from the nearest town of the site where needed. The rates shall be indicated as a wet rate.			
1	JCB TLB 1CX (wet rate)	Hr.	1	
	Carried to Final Summary		R	R

FINAL SUMMARY

BILL NO. / ITEM NO.	DESCRIPTION	PAGE		FINAL AMOUNT
1	Building material	16-17		R
2	Painting material	18-19		R
3	Carpentry material	20-24		R
4	Plumbing Material	25-35		R
5	Plant and Equipment	36-36		R
6	Budgetary allowance for material (Seven Hundred Thousand Rands)			R 700 000,00
FINAL SUMMARY TOTAL (CARRIED TO SBD 3.1 ON PAGE 38)				R

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

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder	Bid number: CHR5-26/27-0013
Closing Time: 11:00	Closing date: 12 OCTOBER 2026

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

**TERM CONTRACT FOR SUPPLY AND DELIVERY OF GENERAL MATERIAL FOR
DEFECTIVE WORK AT CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS**

SUMMARY PRICING SCHEDULE	TOTAL AMOUNT
Final Summary total (carried from final summary on page 37)	R
Add Vat @15% (if applicable)	R
Total Amount (carried to SBD1 on page 11)	R

TENDERER SHALL TAKE NOTE OF THE FOLLOWING:

- The pricing schedule is a rate-based method.
- Rates must be fixed for the duration of the contract.
- The rates charged must include all costs associated in the execution of the required goods i.e. delivery costs, profit and all applicable taxes.
- If the contract value gets depleted before contract period, the contract will be deemed expired.
- Prices must be in RSA Currency with *all applicable taxes included*
- If VAT is charged, indicate VAT number below.

VAT REGISTRATION NUMBER (IF APPLICABLE)

Compulsory Enterprise Questionnaire

A

Compulsory Enterprise questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: The attached SBD 4 must be completed for each quotation and be attached as a quotation requirement.

Section 7: The attached SBD 6.1 shall be completed for each quotation and be attached as a requirement.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise:

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Quotation Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other bidding entities submitting quotation offers and have no other relationship with any of the tenderer or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

BIDDER'S DISCLOSURE**1. PURPOSE OF THE FORM**

- 1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

- 2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**
- 2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

- 2.3 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**
- 2.3.1 If so, furnish particulars:

.....

.....

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- 2.4 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

- 2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I,, the undersigned, 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 to be false.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- 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.
- 3.5 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.
- 3.6 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.

- 3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....

Signature

.....

Date

.....

Designation

.....

Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

- 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 quotation is the 80/20 preference point system.
- b) The lowest acceptable quotation will be used to determine the accurate system once quotations are received.

1.3 Points for this quotation (even in the case of a quotation 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 quotation 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 quotation to claim points for specific goals with the quotation, 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 quotation is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

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2. DEFINITIONS

- (a) **“quotation”** 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) **“quotation for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of quotation under consideration
 Pt = Price of quotation under consideration
 Pmax = Price of highest acceptable quotation

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the quotation. For the purposes of this quotation the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this quotation:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the quotation documents, stipulate in the case of—
- (a) an invitation for quotation for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable quotation will be used to determine the applicable preference point system; or
 - (b) any other invitation for quotation, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable quotation will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this quotation		Number of points allocated (80/20 system) (To be Completed by the organ of state)	Number of points claimed (80/20 system) (To be Completed by the tenderer)
Historically Disadvantaged Individual:-			
	(a) 100% black ownership	8	
	(b) 51% to 99% black ownership	4	
	(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	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of Company /firm.....

4.4. Company registration number:

4.5. TYPE OF COMPRESSIONANY/ 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 quotation, 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 –

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- (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 QUOTATIONER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

RECORD OF ADDENDA TO BID DOCUMENTS

PROJECT TITLE	TERM CONTRACT FOR SUPPLY AND DELIVERY OF GENERAL BUILDING MATERIAL FOR DEFECTIVE WORK AT CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS		
SCMU NUMBER	CHR5-26/27-0013		
I / We confirm that the following communications received from the Department of Public Works & Infrastructure before the submission of this quotation offer, amending the quotation documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)			
Item	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

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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 quotation for

Contract No. _____

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

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

1. _____ SIGNATURE: _____

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A. EASTERN CAPE INFRASTRUCTURE INPUT MATERIAL

PROJECT NAME	TERM CONTRACT FOR SUPPLY AND DELIVERY OF GENERAL MATERIAL FOR DEFECTIVE WORK AT CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS
PROJECT DESCRIPTION (SCOPE)	TERM CONTRACT FOR SUPPLY AND DELIVERY OF GENERAL MATERIAL FOR DEFECTIVE WORK AT CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS
SCMU NUMBER	CHR5-26/27-0013
CONTRACTOR NAME:	

- Below is the list of building material which must be sourced from Eastern Cape based suppliers, manufacturers or accredited agents.
- On monthly basis, the contractor will report the purchasing of any of this material.
- The report will then be communicated to PT & OTP on quarterly basis or in whichever intervals, as prescribed by PT & OTP.

A. BUILDING MATERIAL LISTS– BUILDING RELATED STRUCTURES (NEW, REFURBISHMENTS & RENOVATIONS)

ITEM	BUILDING MATERIAL (TYPE)	ESTIMATE AMOUNT (Rands)
1	Foundations:	
1.1	Concrete	
1.2	Reinforcement	
1.3	Brickwork	
2	Superstructure:	
2.1	Brickwork	
2.2	Brickwork Sundries	
2.3	Lintels (precast concrete)	
2.4	Roof Structure (Steel Structures)	
2.5	Roof Covering (Steel)	
2.6	Rainwater Goods	
2.7	Doors (Timber)	
2.8	Doors Frames (Steel)	

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B. CONFIRMATION

1. I.....(**Contractor name**)
acknowledge and confirm the above mentioned material will be sourced in the Eastern Cape
Province, from Eastern Cape based material suppliers and manufacturers.
2. I confirm that on monthly basis I will produce a proof of purchase of this material used or to be
used, either in the form of delivery notes, tax invoices or any formal document which verifies that
the material or goods were sourced from an Eastern Cape based supplier or manufacturer.

Representative of the Contractor (Name)

Signature

Date

ANNEXURE D

DECLARATION (VALIDITY OF INFORMATION PROVIDED)

I.....declare that the information provided is true and correct, the signature to the bid document is duly authorised and documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the EASTERN CAPE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE.

.....
SIGNATURE OF DECLARER

.....
DATE

.....
POSITION OF DECLARER

.....
NAME OF COMPRESSIONANY OF BIDDER

Should the bidder have, in the opinion of the DPW&I, acted fraudulently illegally, in bad faith or in any improper manner, misrepresented itself with regard to the bid, then the DPW&I may, in its sole discretion:

- * Ignore any bids without advising the bidder thereof
- * Cancel the contract without prejudice to any legal rights the DPW&I may have

Should the bidder disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between the DPW&I and such bidder.

GENERAL CONDITIONS OF CONTRACT

A. TABLE OF CLAUSES

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

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 markets 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 completion 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.

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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.

17.2 Increase/decrease of quantities

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 taxation in price.

18. Contract amendments

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

19. Assignment

- 19.1 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.

20. Subcontracts

- 20.1 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.

21. Delays in the provider's performance

- 21.1 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.
- 21.2 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.
- 21.3 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.
- 21.4 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.
- 21.5 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.

22. Penalties

- 22.1 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.

23. Termination for Default

- 23.1 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.

23.2 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.

24. Anti-Dumping and Counter-Vailing Duties and Rights

24.1 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.

25. Force Majeure

25.1 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.

25.2 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.

26. Termination for Insolvency

26.1 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,

27. Settlement of Disputes

27.1 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.

27.2 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.

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

- 27.4 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.

28. Limitation of Liability

- 28.1 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.

29. Governing Language

- 29.1 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.

30. Applicable Law

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

31. Notices

- 31.1 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.
31.2 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.

32. TAXES AND DUTIES

- 32.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
32.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
32.3 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.

33. National Industrial Participation (NIP) Programme

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an

association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.