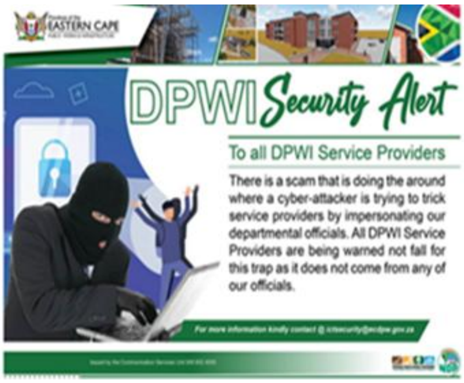
QUOTATION

RECONFIGURATION OF A PORTION OF THE KITCHEN FACILITY INTO ABLUTION FACILITY AT WHITTLESEA DEPOT (PROCUREMENT OF BUILDING MATERIAL)

CHR5-26/27-0019

NAME OF BIDDER:	
CSD REGISTRATION:	
CLOSING DATE:	**12 OCTOBER 2026**
CLOSING TIME:	**11H00**

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

CHR5-26/27-0019

RECONFIGURATION OF A PORTION OF THE KITCHEN FACILITY INTO ABLUTION FACILITY AT WHITTLESEA DEPOT (PROCUREMENT OF BUILDING MATERIAL)

The Eastern Cape Department of Public Works and Infrastructure, Chris Hani District invites service providers to submit quotations for the **RECONFIGURATION OF A PORTION OF THE KITCHEN FACILITY INTO ABLUTION FACILITY AT WHITTLESEA DEPOT (PROCUREMENT OF BUILDING MATERIAL).**

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.

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 Nomonde Kente- email: Nomonde.Kente@ecdpw.gov.za.

NOTE: BIDDERS INTENDING TO RENDER SERVICES WITH THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE WILL BE SUBJECT 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.

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 2022 WILL BE AWARDED AS FOLLOWS:

Maximum points for Price	**-80 points**
Maximum points for Specific Goals	**-20 points**
Maximum points	**-100 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, will be returned unopened to the Bidder(s).
- Tenderers must be registered on the National Treasury Central Supplier Database prior to 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 REGARD TO THIS DOCUMENT MAY BE DIRECTED TO:

SCM SPECIFIC ENQUIRIES
Name Babalwa Mshede
Tel No: 083 281 1298 / 083 261 6485
Email Address: Babalwa.mshede@ecdpw.gov.za

TECHNICAL SPECIFIC ENQUIRIES
Name: Nomonde Kente
Tel No.:045 807 6737/083 261 2498
Email Address: nomonde.kente@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 interchangeably with the word "quotation".

EXTENT OF BID

This contract is for the **RECONFIGURATION OF A PORTION OF THE KITCHEN FACILITY INTO ABLUTION FACILITY AT WHITTLESEA DEPOT (PROCUREMENT OF BUILDING MATERIAL).**

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, addenda 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 causes 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 a 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 signs 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 for **RECONFIGURATION OF A PORTION OF THE KITCHEN FACILITY INTO ABLUTION FACILITY AT WHITTLESEA DEPOT (PROCUREMENT OF BUILDING MATERIAL)**.

13.1 This is a once-off supply and deliver of building material contract.

13.2 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.

13.3 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.

13.4 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.

13.5 Failure to deliver the required services, clause 22 and 23 of the GCC will apply.

14. DELIVERY PERIODS:

This is a **once-off** supply and delivery contract. The successful Contractor shall supply and deliver all the materials specified in the Bill of Quantities (BOQ) to the designated delivery point(s) within **7 calendar days** from the date of receipt of the purchase order issued by the Department.

Where the Contractor anticipates delays due to manufacturer lead times or the temporary unavailability of specific materials, the Contractor shall immediately notify the Department in writing, providing reasons for the delay and the expected delivery date. Any extension of the delivery period shall be subject to the Department's prior written approval.

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: **CHR5-26/27-0019, RECONFIGURATION OF A PORTION OF THE KITCHEN FACILITY INTO ABLUTION FACILITY AT DPWI WHITTLESEA DEPOT (PROCUREMENT OF BUILDING MATERIAL)** 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 **11h00** 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, will 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 the 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 the Department of Public Works and Infrastructure in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

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 be 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 the Department of Public Works and Infrastructure will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

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 the Department of Public Works and Infrastructure, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

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:	CHR5-26/27-0019	CLOSING DATE:	12 OCTOBER 2026	CLOSING TIME:	11H00
DESCRIPTION	**RECONFIGURATION OF A PORTION OF THE KITCHEN FACILITY INTO ABLUTION FACILITY AT DPWI WHITTLESEA DEPOT (PROCUREMENT OF BUILDING MATERIAL)**				
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	Nomonde Kente
TELEPHONE NUMBER	083 281 1298 / 083 261 6485	TELEPHONE NUMBER	045 807 6737/083 261 2498
FACSIMILE NUMBER		FACSIMILE NUMBER	045 838 1525
E-MAIL ADDRESS	Babalwa.mshede@ecdpw.gov.za	E-MAIL ADDRESS	Nomonde.Kente@ecdpw.gov.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
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 (amount in figures)	GRAND TOTAL (amount in words)
1.	**RECONFIGURATION OF A PORTION OF THE KITCHEN FACILITY INTO ABLUTION FACILITY AT DPWI WHITTLESEA DEPOT (PROCUREMENT OF BUILDING MATERIAL)**	R…………………………… (Carried over from SBD 3.1 on page 28)	……………………………………………………….. ……………………………………………………….. (Carried over from SBD 3.1 on page 28)

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.

SIGNATURE OF BIDDER: ……………………………………………

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

DATE: …………………………………..…………

BID EVALUATION

CHR5-26/27-0019

RECONFIGURATION OF A PORTION OF THE KITCHEN FACILITY INTO ABLUTION FACILITY AT DPWI WHITTLESEA DEPOT (PROCUREMENT OF BUILDING MATERIAL)

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 (PPR) 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). Unsigned SBD 1 "Part B" will lead to a bidder being declared non-responsive.
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. **Bidders must provide with the bid document two or more reference letters or completion certificates in the supplying of building materials of the same or similar size (extent of the specification and the scope of works) performed within the five years. The proof of services must clearly indicate the contract start date, contract end date, and the client of the contract.**
12. **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 complaint 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:

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

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

RECONFIGURATION OF A PORTION OF THE KITCHEN FACILITY INTO ABLUTION FACILITY AT DPWI WHITTLESEA DEPOT (PROCUREMENT OF BUILDING MATERIAL)

CHR5-26/27-0019

INTRODUCTION

The Department of Public Works and Infrastructure, Chris Hani District requires a service provider for the **RECONFIGURATION OF A PORTION OF THE KITCHEN FACILITY INTO ABLUTION FACILITY AT DPWI WHITTLESEA DEPOT (PROCUREMENT OF BUILDING MATERIAL).**

DELIVERY REQUIREMENTS:

This contract is for the **once-off supply and delivery of construction materials only**. No installation or maintenance services are included under this contract.

- The successful bidder shall supply and deliver all materials in a **single delivery** to the **Department of Public Works and Infrastructure Depot, Erf number 1621, Hospital Walk, Ekuphumleni, Whittlesea, 5360**, unless otherwise instructed in writing by the Employer.

  The successful bidder shall complete the delivery of all materials **within 7 calendar days** from the date of receipt of the purchase order issued by the Department. (Working days shall mean Mondays to Fridays, excluding weekends and South African public holidays). The successful bidder shall supply and deliver all the materials specified in the Bill of Quantities (BOQ) to the designated delivery point(s).

However, where certain materials are subject to manufacturer lead times or temporary stock unavailability beyond the supplier's control, the supplier shall immediately notify the Employer in writing, providing reasons for the delay and the anticipated delivery date. Any extension of the delivery period shall be subject to the Employer's prior written approval.

Delivery times: 08:30-15:00 Monday to Friday.

Delivery conditions: Material to be delivered will be checked and verified for quality, quantity and content against the pricing schedule by the project leader at the point of delivery.
The departmental project leader must be notified 24 hours before delivery, except in urgent situations.

Address of Delivery: Delivery address will be within the Eastern Cape Department of Public Works and Infrastructure,5360, Chris Hani District. **Physical address for delivery is Department of Public Works and Infrastructure, Whittlesea Depot, Erf number 1621, Hospital Walk, Ekuphumleni, Whittlesea, 5360.**

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

<u>Compliance with Regulations, Standards, Materials and Workmanship</u>

All materials supplied under this Contract shall be new, of the highest quality suitable for their intended purpose, and shall comply with the requirements of the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977), SANS 10400, and all applicable South African National Standards (SANS) relevant to the specific trade or work being undertaken.

Without limiting the generality of the above, all electrical installations shall comply with SANS 10142-1 and the applicable Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and its Electrical Installation Regulations. All plumbing and drainage work shall comply with the applicable SANS 10252 and SANS 10254 standards, together with all other relevant SANS standards governing water supply, sanitation, and hot water installations.

All material shall be delivered strictly in accordance with the project specifications, approved drawings (where applicable), manufacturers' installation instructions, and accepted industry best practice. Materials shall be free from defects, fit for purpose, and installed in accordance with the relevant SANS requirements and manufacturers' recommendations.

The Contractor shall ensure that all material handling complies with the requirements of the Construction Regulations, 2014, issued under the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), together with all other applicable statutory requirements in force at the time of execution.

Any materials, equipment, or workmanship found to be defective or not complying with these requirements shall be rejected and the contractor will be expected to deliver the correct material as specified at no additional costs to the Employer.

BILLS OF QUANTITIES

Item	Description	Unit	Quantity	Rate	Amount
	SECTION 1				
	GENERAL NOTES AND PREAMBLE				
	MATERIALS SUPPLY AND DELIVERY ONLY				
	1. GENERAL SITE WORKS				
	This Bill of Quantities is for the supply and delivery of construction materials only. The rates and prices inserted herein shall be deemed to include the procurement, packaging, handling, loading, transportation, off-loading and delivery of all materials described in the Bill of Quantities to the designated site. This Bill of Quantities is for the supply and delivery of construction materials only.				
	No installation, fixing, application, labour, plant, testing, commissioning, supervision or making good is included unless specifically stated otherwise.				
	2. MATERIAL STANDARDS				
	All materials supplied shall be new, unused, free from defects and of first-grade quality. Materials shall comply with the latest applicable South African National Standards (SANS), South African Bureau of Standards (SABS) requirements and the manufacturer's specifications.				
	Where a particular brand, product or manufacturer is specified, it shall be deemed to establish the required standard of quality. Equivalent approved products of equal or superior quality may be supplied subject to the approval of the Employer or Principal Agent.				
	Section No. 1				
	General notes and preambles				

Item	Description	Unit	Quantity	Rate	Amount
	<u>3. RATES AND PRICES</u>				
	<u>The rates and prices contained in this Bill of Quantities shall include for:</u>				
	Supply of all materials specified.				
	Packaging, handling and protection of materials. Loading and transportation to the site. Off-loading at the designated delivery point.				
	Manufacturer's standard fittings, accessories and fixings supplied with the product where applicable.				
	Waste, breakages and normal trade allowances;				
	Compliance with all applicable standards and specifications; and Provision of product data sheets, warranties, guarantees and certificates where required.				
	No additional payment shall be made for any item necessary for the proper supply and delivery of the materials whether specifically mentioned or not.				
	4. DELIVERY				
	The Contractor shall be responsible for the safe transportation and delivery of all materials to the designated site. Materials damaged during transportation, handling or delivery shall be replaced at the Contractor's expense.				
	The Contractor shall verify quantities prior to ordering and shall immediately notify the Employer or Principal Agent of any discrepancies identified in the Bill of Quantities.				
	5. MEASUREMENT				
	Quantities stated in this Bill of Quantities are approximate and are provided for tendering purposes only. Payment shall be based on the accepted quantities supplied and delivered unless otherwise stated.				
	6. SITE INSPECTION				
	Tenderers shall be deemed to have familiarised themselves with site access conditions, delivery constraints and all circumstances that may affect the delivery of materials. No claims arising from failure to ascertain such conditions shall be entertained				
	Section No. 1				
	General notes and preambles				

Item	Description	Unit	Quantity	Rate	Amount
	SECTION No.2				
	BILL No.1				
	SANITARY FITTINGS				
	Materials Supply and Delivery Only – Preamble				
	The Tenderer is referred to the General Notes and Preambles contained in Section 1 of this Bill of Quantities, which shall apply to all items in this Bill unless otherwise stated.				
	Trade Names				
	Wherever trade names are specified in clauses, headings or item descriptions in this Bill, the words "or equal and approved" shall be deemed to be included in the relevant clause, heading or item description.				
1.1	Supply and deliver approved white vitreous close-coupled WC suite comprising WC pan, close-coupled cistern with dual-flush mechanism, seat and cover, and manufacturer's standard fittings complete.	No.	4	R	R
1.2	Supply and deliver approved disabled-access white vitreous WC suite comprising raised-height WC pan, cistern with dual-flush mechanism, seat and cover, and manufacturer's standard fittings complete.	No.	1	R	R
1.3	Supply and deliver 32mm diameter stainless steel grab rails, corrosion-resistant finish, complete with mounting brackets and manufacturer's standard accessories.	No.	4	R	R
1.4	Supply and deliver white vitreous wash hand basins complete with waste fittings and manufacturer's standard accessories.	No.	5	R	R
1.5	Supply and deliver wall-mounted disabled-access vitreous wash hand basins suitable for wheelchair access, complete with waste fittings and manufacturer's standard accessories.	No.	1	R	R
1.6	Supply and deliver chrome-plated single-lever basin mixer taps with ceramic disc cartridge, flexible connectors, and manufacturer's standard fixing accessories.	No.	6	R	R
1.7	Supply and deliver white vitreous wall-hung urinals complete with waste fittings and manufacturer's standard accessories.	No.	2	R	R
1.8	Supply and deliver chrome-plated brass bottle traps complete with adjustable tubing, seals, wall flange, and manufacturer's standard accessories.	No.	6	R	R
1.9	Supply and deliver heavy-duty chrome-plated or stainless steel toilet roll holders complete with manufacturer's standard fixing accessories.	No.	3	R	R
	Carried to next page				**R**

Item	Description	Unit	Quantity	Rate	Amount
1.10	Supply and deliver wall-mounted liquid soap dispensers, vandal-resistant commercial type, complete with manufacturer's standard accessories.	No.	5	R	R
	6mm Silvered float glass copper backed mirrors with polished edges holed for and fixed with chromium plated dome capped mirror screws with rubber buffers to plugs in brickwork				
1.11	Mirror 450mm x 600mm x 6mm thick silver-backed float glass mirror with polished edges, complete with four chrome-plated fixing screws and cover caps, including all fixing accessories.	No.	3	R	R
	Section No. 2 Bill No. 1 Sanitary fittings				
	Carried to Final Summary				**R**

Item	Description	Unit	Quantity	Rate	Amount
	SECTION 2 **BILL NO.2** **PLUMBING MATERIALS**				
2.1	110mm diameter uPVC sewer pipe, heavy duty, SABS approved, suitable for underground drainage installations, complete with sockets and rubber ring joints.	m	24	R	R
2.2	110mm diameter uPVC sewer pipe bends, SABS approved, suitable for underground drainage installations.	No.	8	R	R
2.3	110mm junction 110 mm diameter uPVC sewer pipe junctions, SABS approved, suitable for underground drainage installations.	No.	4	R	R
2.4	110mm diameter uPVC access eyes complete with screw cap and fittings, suitable for drainage installations.	No.	4	R	R
2.5	50mm diameter uPVC waste pipe, SABS approved, suitable for sanitary plumbing installations.	m	20	R	R
2.6	40mm diameter uPVC waste pipe, SABS approved, suitable for sanitary plumbing installations.	m	20	R	R
2.7	Floor waste gullies complete with removable stainless steel or chrome-plated grating, suitable for internal floor drainage applications.	No.	5	R	R
2.8	22mm diameter HDPE pressure pipe, SABS approved, suitable for potable water reticulation, complete with compatible fittings where specified.	m	30	R	R
2.9	15mm diameter copper water pipe, SABS approved, suitable for hot and cold water reticulation.	m	25	R	R
2.10	15mm brass stopcock, heavy-duty pattern, suitable for potable water installations.	No.	8	R	R
2.11	15mm brass isolation valve, quarter-turn type, suitable for hot and cold water installations.	No.	8	R	R
	Section No. 2 Bill No.2 Plumbing Materials				
	Carried to Final Summary				**R**

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

Item	Description	Unit	Quantity	Rate	Amount
	SECTION 2 **BILL NO.3** **BUILDING MATERIALS**				
3.1	Supply and deliver approved clay stock bricks complying with SANS requirements, suitable for loadbearing and non-loadbearing masonry construction.	No.	4500	R	R
3.2	Supply and deliver AfriSam All Purpose Cement similar/equivalent/better strength class 42.5N, supplied in 50kg bags, suitable for concrete, mortar, plastering and general building applications.	No.	55	R	R
3.3	Supply and deliver clean, washed plaster sand free from organic matter, clay, roots and deleterious materials, suitable for internal and external plasterwork	m^3	3	R	R
3.4	Supply and deliver clean natural river sand, free from organic matter and deleterious materials, suitable for mortar, bedding and concrete mixes	m^3	4	R	R
3.5	Supply and deliver galvanized brick reinforcement (Brickforce), 75mm or 150mm wide as required, complying with SANS requirements for brickwork reinforcement.	m	50	R	R
3.6	Supply and deliver 250mm wide polyethylene damp-proof course (DPC), minimum 375 micron thick, suitable for preventing moisture penetration through masonry walls.	m	20	R	R
	Section No. 2 Bill No.3 Building Materials				
	Carried to Final Summary				**R**

Item	Description	Unit	Quantity	Rate	Amount
	SECTION 2				
	BILL NO. 4				
	FLOOR FINISHES				
4.1	600mm x 600mm porcelain floor tiles, first-grade, slip-resistant where specified, selected colour and finish, suitable for internal floor applications.	m²	22	R	R
4.2	600mm x 600mm ceramic floor tiles, first-grade, selected colour and finish, suitable for internal floor applications.	m²	45	R	R
4.3	Porcelain tile skirting, matching floor tiles, approximately 100mm high, cut and finished with polished edges where required.	m	32	R	R
4.4	20 kg bags of cement-based tile adhesive, high-strength, suitable for fixing ceramic and porcelain tiles to floors and walls, supplied in manufacturer's standard packaging.	No.	35	R	R
4.5	5kg bags of tile grout, polymer-modified cementitious grout, selected colour, suitable for ceramic and porcelain tile joints, supplied in manufacturer's standard packaging.	No.	8	R	R
4.6	Aluminium transition strips, anodised aluminium finish, suitable for floor level changes and junctions between different floor finishes, complete with fixing accessories where applicable.	m	10	R	R
	Section No. 2 Bill No.4 Floor Finishes				
	Carried to Final Summary				**R**

Item	Description	Unit	Quantity	Rate	Amount
	SECTION 2 **BILL NO.5** **DOORS AND IRONMONGERY**				
5.1	Semi-solid flush doors, commercial quality, hardwood framed with semi-solid core construction and hardboard or plywood faces, suitable for internal use, complete as specified.	No.	3	R	R
5.2	Hardwood door frames, kiln-dried and treated timber, suitable for internal or external door installations, complete with rebates and prepared for ironmongery.	No.	3	R	R
5.3	Mortice locksets, heavy-duty commercial grade, complete with lever handles, lock cylinder, keys, strike plate and all necessary accessories.	No.	3	R	R
5.4	Stainless steel butt hinges, heavy-duty pattern, suitable for timber doors, complete with fixing screws.	No.	9	R	R
5.5	Aluminium kick plates, anodised aluminium finish, approximately 150mm to 300mm high as specified, suitable for protection of door faces, complete with fixing accessories	No.	3	R	R
	Section No. 2 Bill No.5 Doors and Ironmongery				
	Carried to Final Summary				**R**

Item	Description	Unit	Quantity	Rate	Amount
	SECTION 2 **BILL NO.6** **PAINT MATERIALS**				
6.1	Plascon/similar/equivalent/better wall & All Smooth matt finish premium quality acrylic PVA paint suitable for interior and exterior surfaces, providing good hiding power, durability, washability, and resistance to weathering. Approximately 8–12 m² per litre coverage.	L	40	R	R
6.2	Plascon/similar/equivalent/better high-quality alkyd-based universal undercoat formulated to provide excellent adhesion and a sound base for gloss and enamel finishing coats, suitable for primed wood, metal, masonry, and previously painted surfaces. Approximately 10–12 m² per litre coverage.	L	10	R	R
6.3	Plascon/similar/equivalent/better universal Enamel premium quality durable gloss enamel paint providing a hard-wearing, washable, and decorative finish, approximately 10–14 m² per litre coverage.	L	10	R	R
6.4	Plascon/similar/equivalent/better premium quality wood primer designed to seal timber surfaces and provide excellent adhesion for subsequent undercoats and finishing coats. Approximately 8–12 m² per litre coverage.	L	5	R	R
	Section No.2 Bill No.6 Paint materials				
	Carried to Final Summary				**R**

Item	Description	Unit	Quantity	Rate	Amount
	SECTION 2 **BILL NO.7** **GUTTERS AND DOWNPIPES**				
7.1	Aluminium box gutter, pre-painted or powder-coated aluminium, formed to profile and dimensions specified, complete with outlets and necessary accessories.	m	25	R	R
7.2	Aluminium downpipe, pre-painted or powder-coated aluminium, circular or rectangular profile as specified, complete with brackets, shoes and fixing accessories.	m	20	R	R
7.3	PVC fascia board, UV-resistant, maintenance-free, suitable for roof edge applications, complete with joining strips and fixing accessories.	m	25	R	R
7.4	Aluminium leaf guard, corrosion-resistant mesh or perforated profile, suitable for installation to gutters to prevent blockage from leaves and debris.	m	25	R	R
7.5	Accessories and sealants for rainwater goods, including brackets, clips, connectors, stop ends, outlets, expansion joints, screws, rivets, silicone sealants and all ancillary components required for a complete system.	Item	1		R5 000.00
	Section No. 2 Bill No.7 Gutters and Downpipes				
	Carried to Final Summary				**R**

Item	Description	Unit	Quantity	Rate	Amount
	SECTION 2				
	BILL NO.8				
	BUDGETARY ALLOWANCE				
	Budgetary Allowance for Unforeseen Materials				
8.1	Allow a provisional sum for the supply and delivery of additional materials that may be required due to final site measurements, design development, unforeseen site conditions, replacement of damaged materials, or other materials necessary for the proper completion of the works as instructed by the Employer or Principal Agent. The allowance shall be expended only upon written approval and shall be adjusted to actual cost upon completion. This allowance is strictly for material supply and delivery and excludes labour, plant, equipment, supervision, and contractor's attendance.	Item	1		R70 000.00
	Section No.2 Bill No. 8 Budgetary Allowance for Unforeseen Materials				
	Carried to Final Summary				**R 70 000.00**

Item	Description	Unit	Quantity	Rate	Amount
	SECTION 2 **BILL No. 9** **PROVISIONAL SUMS**				
9.1	**Electrical Materials Allowance** Allow a fixed sum for the supply and delivery of electrical materials required for the completion of the works, including but not limited to conduits, wiring, switches, socket outlets, light fittings, distribution board components, circuit breakers, trunking, connectors, fixing accessories and other ancillary electrical materials as required by the approved drawings and specifications. Excluding labour, testing, commissioning, and contractor's attendance.	Item	1		R25 000.00
9.2	**Provisional Allowance for Fire Protection Materials** Allow a provisional sum for the supply and delivery of fire protection materials and equipment as may be required by the Employer, Local Authority, Occupational Health and Safety Act, SANS regulations, or final approved drawings. The allowance may include fire extinguishers, fire safety signage, emergency escape signage, emergency lighting, fire-rated ironmongery, and other associated fire protection materials. Excluding installation, testing, commissioning, maintenance, and certification.	Item	1		R10 000.00
9.3	**Plumbing Fittings** Allow a provisional sum for miscellaneous plumbing fittings and accessories including couplings, reducers, elbows, tees, adaptors, clips, brackets, solvent cement, PTFE tape, pipe supports and other ancillary materials required for the complete installation of the plumbing system.	Item	1		R5 000.00
	Section No.2 Bill No.9 Provisional sums				
	Carried to Final Summary				**R 40 000.00**

FINAL SUMMARY				
BILL NO.	**DESCRIPTION**	**PAGE**		**FINAL AMOUNT**
1	Sanitary Fittings			**R**
2	Plumbing Materials			**R**
3	Building Materials			**R**
4	Floor Finishes			**R**
5	Doors & Ironmongery			**R**
6	Paint Materials			**R**
7	Gutters & Downpipes			**R**
8	Budgetary Allowance for Unforeseen Materials			**R 70 000.00**
9	Provisional sums			**R 40 000.00**
	FINAL SUMMARY TOTAL (CARRIED TO SBD 3.1 ON PAGE 28)			**R**

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: **CHR5-26/27-0019**

Closing Time: **11:00** Closing date: **12 OCTOBER 2026**

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

RECONFIGURATION OF A PORTION OF THE KITCHEN FACILITY INTO ABLUTION FACILITY AT DPWI WHITTLESEA DEPOT (PROCUREMENT OF BUILDING MATERIAL)

SUMMARY PRICING SCHEDULE	**TOTAL AMOUNT**
Final Summary total (carried from final summary on page 27)	R
Add Vat @15% (if applicable)	**R**
Total Amount (carried to SBD1 on page 9)	**R**

TENDERER SHALL TAKE NOTE OF THE FOLLOWING:

- The total offer charged must include all costs associated with the execution of the required goods, i.e. delivery costs, profit and all applicable taxes.
- 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 Questionaire
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:

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Service that my / our tax matters are in order;

ii) confirms that neither the name of the enterprise nor 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;

iv) 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

iv) 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:

……………………………………………………………………………………………
……………………………………………………………………………………………
……………………………………………………………………

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

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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.

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:

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

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:

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

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 –

(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:	…………………………………………………………
	…………………………………………………………
	…………………………………………………………
	…………………………………………………………

ANNEXURE A

RECORD OF ADDENDA TO BID DOCUMENTS

PROJECT TITLE	**RECONFIGURATION OF A PORTION OF THE KITCHEN FACILITY INTO ABLUTION FACILITY AT DPWI WHITTLESEA DEPOT (PROCUREMENT OF BUILDING MATERIAL)**
SCMU NUMBER	**CHR5-26/27-0019**

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 ....

ANNEXURE B

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: ____________________________

A. EASTERN CAPE INFRASTRUCTURE INPUT MATERIAL

PROJECT NAME	**RECONFIGURATION OF A PORTION OF THE KITCHEN FACILITY INTO ABLUTION FACILITY AT DPWI WHITTLESEA DEPOT (PROCUREMENT OF BUILDING MATERIAL)**
PROJECT DESCRIPTION (SCOPE)	**RECONFIGURATION OF A PORTION OF THE KITCHEN FACILITY INTO ABLUTION FACILITY AT DPWI WHITTLESEA DEPOT (PROCUREMENT OF BUILDING MATERIAL)**
SCMU NUMBER	**CHR5-26/27-0019**
CONTRACTOR NAME:	

1. Below is the list of building materials which must be sourced from Eastern Cape-based suppliers, manufacturers or accredited agents.
2. On monthly basis, the contractor will report the purchasing of any of these materials.
3. The report will then be communicated to PT & OTP on a 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)	

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 COMPANY 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

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 anything of 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 with 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 consignee's 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 its own initiative in the RSA at lower prices than those 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 are 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 develops 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 successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clause 8.2 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the provider's 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 goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. **Incidental services**

13.1 The provider may be required to provide any or all of the following services, including additional services, if any:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. **Warranty**

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

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

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the provider under this contract shall be specified

16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. **Prices**

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

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.

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 contract 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 are 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 law, 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.