



INVITATION FOR EXPRESSION OF INTEREST FOR DEVELOPMENTAL DATABASE OF BUILDING MATERIAL MANUFACTURERS AND SUPPLIERS FOR A PERIOD OF THREE (3) YEARS BY THE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE AND HUMAN SETTLEMENTS

SCMU5-25/26-0052

NAME OF COMPANY: _____

CLOSING DATE: 18 SEPTEMBER 2025

TIME: 11:00 am

Department of Public Works and
Infrastructure
Qhasana Building
Independence Avenue
Bhisho
5605

**ENQUIRIES WITH REGARD TO THIS ADVERT MAY
BE DIRECTED TO:**

SCM RELATED ENQUIRIES

Email Address: supply.chain@ecdpcw.gov.za

TECHNICAL /PROJECT SPECIFIC ENQUIRIES

Enquires: Ms. H. George

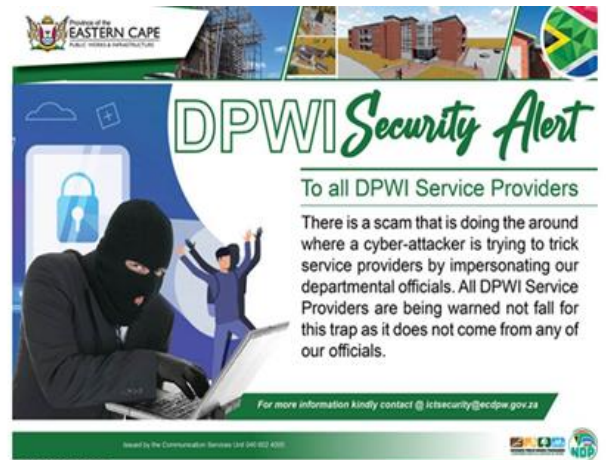
Email Address: hombakazi.noqayi@ecdpcw.gov.za

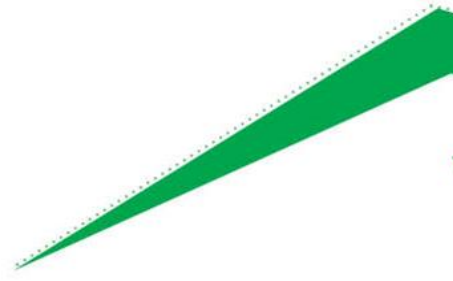
Tell/Cell No: 040 602 4477

(All Applicant(s) must reduce all telephonic enquiries
to writing and send to the mentioned email address)

FOR COMPLAINTS, FRAUD, & TENDER ABUSE:

Call: 0800 701 1701



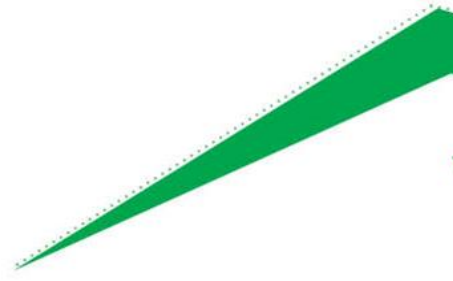


| NO | DOCUMENT DESCRIPTION | Included | |
|-----|--|----------|----|
| | | Yes | No |
| 1. | This Document in its original format | | |
| 2. | Invitation to Expression of Interest (Completed and signed) | | |
| 3. | SBD 4- Declaration of Interest (Completed and signed) | | |
| 4. | SBD 1- Complete and sign | | |
| 5. | Returnable Documents: Company Registration documents, Companies Act 71 of 2008 | | |
| 6. | Copies of your company registration documents (CIPRO) listing all members with percentages, in case of a CC. | | |
| 7. | Returnable Documents: Copies of IDs of Directors | | |
| 8. | Returnable Documents: (Annexure A) Declaration | | |
| 9. | Returnable Documents: Resolution to sign (Annexure B) | | |
| 10. | Returnable Documents: Part of SBD 4 (Annexure C) | | |
| 11. | Returnable Documents: Record of Addenda to Tender Documents (Annexure D) | | |
| 11. | Certified Proof of physical address/ residence (Municipal letter or proof of lease agreement) | | |

INDICATE (TICK) IN WHICH REGION/DISTRICT THE SERVICE PROVIDER IS CHOOSING TO PARTICIPATE IN:

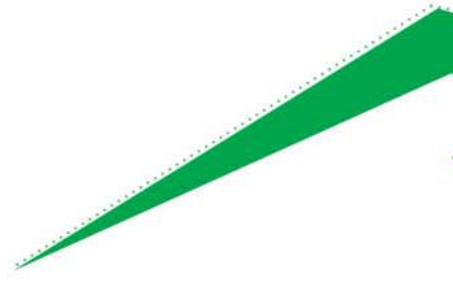
- | | |
|--|--------------------------|
| <input type="checkbox"/> Amathole/Buffalo City | <input type="checkbox"/> |
| <input type="checkbox"/> Joe Gqabi | <input type="checkbox"/> |
| <input type="checkbox"/> Chris Hani | <input type="checkbox"/> |
| <input type="checkbox"/> O.R. Tambo | <input type="checkbox"/> |
| <input type="checkbox"/> Alfred Nzo | <input type="checkbox"/> |
| <input type="checkbox"/> NMB/Sarah Baartman | <input type="checkbox"/> |

NB: ONLY one (01) region/district may be selected.



**BUILDING MATERIAL MANUFACTURES AND SUPPLIERS PLEASE CHOOSE THE PRODUCT
THE ENTERPRISE MANUFACTURES OR SUPPLY**

| BUILDING MATERIALS MANUFACTURES/ SUPPLIERS | TICK |
|---|-------------|
| Blocks M6/M9 | |
| Paving bricks | |
| Aluminium door/window frames | |
| Aluminium simulated Gutters | |
| Zinc Aluminium roof Sheets | |
| Wooden Door/ Window Frames | |
| Steel Gates and burglars | |
| Raw materials supply Quarries: Aggregates (Sabunga, Sand, crushed stone, gravel) | |
| Furniture Making | |
| Upholstery | |



A. Tender Notice and Invitation to Tender

INVITATION FOR EXPRESSION OF INTEREST FOR DEVELOPMENTAL DATABASE OF BUILDING MATERIAL MANUFACTURERS AND SUPPLIERS FOR A PERIOD OF THREE (3) YEARS BY THE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE AND HUMAN SETTLEMENTS

Bid documents are downloadable free of charge from the Department of Public Works and Infrastructure website (www.ecdpw.gov.za/tenders) or from the National Treasury's tender portal (<http://www.etender.gov.za/content/advertised-tenders>). Bid documents will be available on **08 August 2025**. No bidding documents will be available at departmental offices.

No compulsory briefing meeting will be held.

Queries relating to the issue of these documents may be addressed in writing to SCM email: supply.chain@ecdpw.gov.za; Technical **enquiries**: may be addressed in writing to Ms. Hombakazi George, email: Hombakazi.noqayi@ecdpw.gov.za

It is the responsibility of the tenderer/s to ensure that bid documents /proposals are submitted on or before closing time and the correct location as the department will not take responsibility for wrong delivery. Tenderers using courier services for delivery of their bid documents must ensure the delivery is at the correct place or location and time as the department will not be held responsible for the wrong delivery. Documents shall not be delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not deposited in the Bid Box in time.

Tenders may only be submitted on the tender documentation that is issued. Tenderers must be registered on the National Treasury Central Supplier Database and proof of registration must be submitted with the proposal (<https://secure.csd.gov.za>). Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

B. TENDER SUBMISSIONS:

Bids must be submitted in sealed envelopes clearly marked **“SCMU5-25/26-0052”: INVITATION FOR EXPRESSION OF INTEREST FOR DEVELOPMENTAL DATABASE OF BUILDING MATERIAL MANUFACTURERS AND SUPPLIERS FOR A PERIOD OF THREE (3) YEARS BY THE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE AND HUMAN SETTLEMENTS**



Province of the
EASTERN CAPE
PUBLIC WORKS & INFRASTRUCTURE

The Tender Document must be deposited in the bid box below

| REGIONS | PHYSICAL ADDRESS OF BID BOX WHERE COMPLETED DOCUMENTS CAN BE RETURNED | CONTACT PERSON FOR DIRECTIONS TO THE OFFICE |
|---------------------------------|---|---|
| HEAD OFFICE | DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE Public Works and Infrastructure, Qhasana Building, Ground Floor, BISHO | Enquires: supply.chain@ecdpw.gov.za Tel No: 040 602 4000/4563 |
| AMATHOLE & BUFFALO CITY | DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE Corner of Scholl and Amalinda Main Road Amalinda Block B Building- Reception Area East London | Mr. Dumisani Magwala dumisani.magwala@ecdpw.gov.za 043 7115798 071 494 0627 |
| ALFRED NZO | DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE Block A, Corner Nkosi Senyukele Jojo and Ngqubusini Street, off Ntsizwa Street, Mount Ayliff | Mr. S. Mgcikeni Sithembile.Mgcikeni@ecdpw.gov.za 039 254 6844 066 483 4689 |
| JOE QGABI | DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE Block F Bensonvale Collage Sterkspruit | Mr. Tieho Nyokana Tieho.Nyokana@ecdpw.gov.za 051 611 9800 066 486 5055 |
| CHRIS HANI | DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE Ground Floor, Reception Area, Old CPA Building, Queenstown | Ms. K. Makholwa kholeka.makholwa@ecdpw.gov.za 045 807 6606/15 045 807 6624 |
| O.R. TAMBO | DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE KD Matanzima Building, Ground Floor Foyer, Mthatha, 5099 | Mrs. N.Koko Ntomboxolo.koko@ecdpw.gov.za 047 505 2716 072 570 3322 |
| SARAH BAARTMAN & NELSON MANDELA | DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE Ground floor, Old Ford House Building 55 Albany and Westbourne Road Port Elizabeth | Mr. A.J. Hitzeroth Alex.hitzeroth@ecdpw.gov.za 041 390 9067 079 520 4510 |

The Eastern Cape Department of Public Works & Infrastructure and Human Settlements hereby invites Building Material Manufacturers and Suppliers for the expression of interest to be in the developmental database of building material manufacturers and suppliers.

All other prerequisites as detailed in the bid documents shall apply.



Province of the
EASTERN CAPE
PUBLIC WORKS & INFRASTRUCTURE

The expression of interest document is downloaded from the Eastern Cape Department of Public Works and Infrastructure website and the National Treasury's e-Tender Portal.

Submissions should be submitted in clearly marked sealed envelopes indicating the relevant tender reference number and deposited in the addresses stated above.

Received applications will not be opened in public. Successful tenderers will be informed through publication on relevant platforms.

This is an invitation of expression of interest to the Eastern Cape Department of Public Works & Infrastructure and Human Settlements.

Technical enquiries shall be directed to Hombakazi George only in writing at hombakazi.noqayi@ecdpc.gov.za and Supply Chain Management enquiries to scm@supplychain.gov.za during office hours.

Sealed envelopes indicating the relevant expression of interest number.

Tender submissions shall be submitted as an original copy.

Please note:

This document must be completed by all Eastern Cape Building Materials Manufacturers and Suppliers applicants wishing to be part of the Expression of Interest within the Eastern Cape Province in the DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE and HUMAN SETTLEMENTS [DPWI&HS] Database.

C. BID EVALUATION:

This bid will be evaluated in Two (2) phases as follows:

PHASE ONE: Functionality - for a company to be evaluated further, the company must score a minimum of **70%**. Functionality will be applied as a prequalification criterion. Such criteria is used to establish minimum requirements where after bids will be evaluated solely on the basis of Compliance.

PHASE TWO: Compliance, responsiveness to the bid rules and conditions, thereafter the applicant will be selected on the Database.



PHASE TWO: COMPLIANCE

Only those respondents who satisfy the following eligibility criteria are eligible to submit expression of interest: Failure to comply with all the requirements will render the submission none-responsive

1. Expression of interest document (This Document must be submitted in its original format)
2. Expression of interest document which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
3. Service providers must be a legal entity or partnership or corporative or consortium
4. SBD4 form must be duly completed and signed. Does the applicant or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are applying for this contract, such interest must be disclosed on question 2.3.1 of SBD 4.
5. SDB 1 form must be completed and signed.
6. The following Annexure must be duly completed & signed:
 - 5.1 Annexure A – Declaration.
 - 5.2 Annexure B - Resolution to Sign must be duly completed & signed (if applicable).
 - 5.3 Annexure E – Addendum.
7. Priority will be given to 100% HDI companies who be selected to be part of the Database.
8. Only applicants who comply with the minimum of 70 points requirements and compliant will be selected to be on the database.
9. Applicants must fully complete the application form.
10. The tenderer or any of its directors/ shareholder is not listed on the Register of Tender Defaulters in terms of the prevention and combating of corrupt activities Act of 2004 as a person prohibited from doing business with public sector.

Non-mandatory requirements (should not be considered non-responsive in absence of any but must be submitted:

- 1 The entity should be registered with the South African Registrar of Companies (CIPRO)
- 2 The applicants should provide certified copies of South African Identity Documents of all Directors/ Members of the entity.

OTHER BID SPECIFICATIONS, CONDITIONS AND RULES

1. The minimum specifications, other bid conditions and rules are detailed in the bid document under Tender Data
2. The specifications, rules, special conditions of bid, evaluation criteria, and rules for evaluation are detailed in the document.
3. The Department of Public Works & Infrastructure and Human Settlement SCM policy applies.



| Clause | Submission Data |
|--------|---|
| 1 | The employer is: The Eastern Cape Department of Public Works & Infrastructure and Human Settlement. (ECDPWI & HS). |
| 2 | The employer's agent is: Hombakazi George E-mail: hombakazi.nogayi@ecdpw.gov.za |
| 3 | The language for communications is English |

Submission Data

The conditions for calling for expressions of interest are the standard conditions for calling for expressions of interest as contained in the

1. ANS 10845-4 (2015) - Construction Procurement Part 4: Standard Conditions for the Calling for Expressions of Interest

The standard conditions for calling for expressions of interest make several references to the submission data and shall have precedence in the interpretation of any ambiguity or inconsistency between the submission data and the standard conditions for calling for expressions of interest.

Each item of data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.

PHASE 1: FUNCTIONALITY

The Selection criteria and maximum score in respect of each of the criteria are given hereunder.

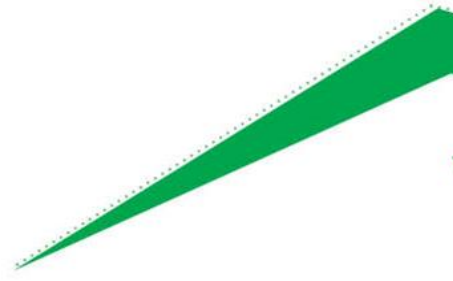
The company scoring an average score below 70 **points** will be considered as DISQUALIFIED for to being part of the programme.

*A Tender scoring an average score of **70 points** and above will be considered for Selection and be evaluated further.*

| Selection criteria | Evaluation schedule | Maximum number of points |
|--|---------------------|--------------------------|
| Micro Small and Medium Enterprises that have Historical Disadvantaged Individuals (HDI) as directors | Schedule 1 | 50 |
| Resources of the Company | Schedule 2 | 30 |
| Company Address must be in Eastern Cape | Schedule 3 | 20 |
| Maximum possible score | | 100 |
| | | |

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9 | Page



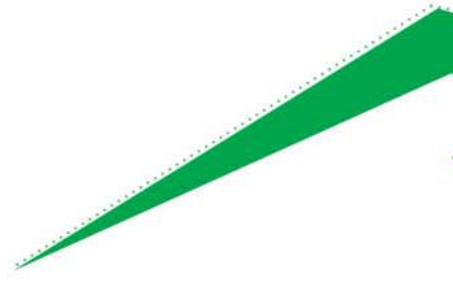
THE FOLLOWING PARTICULARS MUST BE FURNISHED

| | |
|---|----------------------------|
| Name of Applicant Name of Contractor/Company | |
| Postal Address | |
| Street Address | |
| Telephone Number | Code: Number: |
| Cell phone Number | |
| Facsimile Number | Code: Number: |
| Email address | |
| VAT Registration Number (If applicable) | |
| Specify the local Municipality | |

I HEREBY CERTIFY THAT THE INFORMATION FURNISHED ON THIS APPLICATION IS TRUE AND CORRECT.

| | |
|-------------------------------------|--|
| NAME OF AUTHORIZED SIGNATORY | |
| *AUTHORIZED SIGNATURE OF CONTRACTOR | |

*FAILURE TO SIGN WILL RESULT IN YOUR APPLICATION BEING DISQUALIFIED



SCOPE OF WORK AND TERMS OF REFERENCE

1. PURPOSE

The aim of this document is to enhance the availability and affordability of resources needed for construction by directly supporting the development of Local Materials Manufacturers and Suppliers to establish a database of building material manufacturers and suppliers to assist in identifying, profiling and supporting local enterprises involved in the production and distribution of key materials.

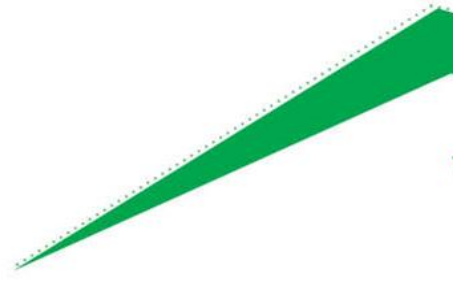
2. BACKGROUND

As 70% of the total construction costs accounts to building materials, the value chain remains largely untransformed and dominated by suppliers outside local communities which limits reinvestment of local economic resources. The Eastern Cape Department of Public Works and Infrastructure intends to pioneer an initiative aimed at contributing to localised industrialization focusing on the built environment. As part of this effort, Innovation and Empowerment proposes to establish an incubator database of Building Material Manufacturers and Suppliers, which will serve as a strategic instrument for procurement planning, skills development, enterprise development and sector transformation to ensure that local manufacturers and suppliers are positioned as integral players in the infrastructure delivery ecosystem and ultimately create decent sustainable jobs.

The DPWI intends to develop local manufacturers and suppliers using sector-based approach:

a) Primary sector -: Resource Extraction and Basic Processing

The primary sector includes the small-scale extraction and basic processing of natural resources used in construction, that is, Aggregates (clay, sand, crushed stone, Sabunga, and gravel). The department will provide regulatory guidance, equipment access and market facilitation for emerging quarry and clay miners; facilitate the formalization and support of community-based groups to operate legally and sustainably and develop regional resource-based clusters that consolidate extraction, early processing and logistics



b) Secondary sector -: Manufacturing and value addition

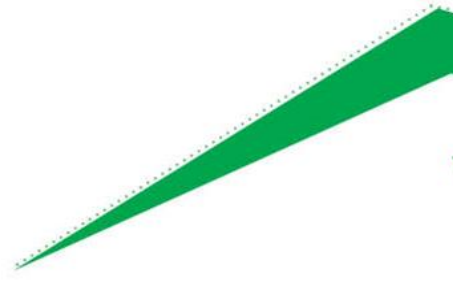
The secondary sector includes conversion of raw or semi-processed materials into building products such as bricks, blocks, paving bricks, aluminium doors/window frames, aluminium simulated gutters, zinc aluminium roof sheets, wooden door/window frames, steel gates and burglars, furniture and upholstery. The Department will provide support to individual manufacturers through the provision of technical, financial and compliance support for small to medium manufacturers of key building materials; establish local industrial parks by facilitating shared manufacturing zones with basic infrastructure, utilities and business services; incubator manufacturers and innovation centres by promoting product innovation, prototyping and SABS certification support to improve competitiveness and quality.

c) Tertiary sector -: Sales, Distribution and Access to market

The tertiary sector focuses on retail and logistics component to ensure that locally manufactured materials reach end users in communities, projects and institutions. The department will support growth of township and rural hardware retailers through bulk buying schemes, marketing and training of Independent and Community-Based Hardware Stores; will promote collective procurement and distribution models to reduce costs and improve bargaining power of Retail Aggregators and Cooperatives; will establish small-scale hubs for storage, demonstration and last-mile delivery to strengthen local distribution networks for Display and Distribution Hubs.

3. GOALS AND OBJECTIVES

The goals and objectives for this project shall focus on creating a database for selected building material manufacturers and suppliers for a period of 36 months to foster the development of MSMEs in the Building Material Manufacturers and Supplier Enterprise sector through Mentorship, training and market creation initiatives. These measures will empower the enterprises to achieve sustainable growth and become self-sufficient entrepreneurs.



4. PROJECT OBJECTIVES

The department as part of its project goals and objectives, seeks to support Building Material Manufacturers and Suppliers to achieve the following project deliverables:

- At least 60% of participants increase production capacity and efficiency
- At least 50% of participants secure procurement contracts within the first year of incubation
- Participants demonstrate sustained growth with 50% securing long-term contracts and increasing revenue.
- to make sure local municipalities have more reliable building material manufacturers and suppliers that will improve local economies of the Eastern Cape Province.

5. SCOPE OF WORKS

5.1 Year One

While conducting applied research (action research, research and development and M&E), as part of the implementation plan, the programme will begin by testing initial ideas within the aluminium sector, which present minimal regulatory barriers and faster entry pathways for emerging manufacturers. This sector has been identified as a strategic starting point due to its relatively low compliance requirements and potential for rapid impact. The initial focus will be on supporting small-scale, on-site seamless gutter manufacturers, as well as enterprises producing aluminium windows and doors. These product lines are in high demand within the construction industry and offer viable entry points for MSMEs to establish themselves in the formal economy, laying the groundwork for broader localisation and industrialisation efforts.

5.2 Year Two

In the second year, the programme will expand to include roof truss manufacturers, strengthening local capacity for producing structural timber components for housing, schools, and infrastructure. Roof trusses are a practical next step due to high demand, technical simplicity, and availability of raw materials in the Eastern Cape.

Alongside, enterprises support, research and development will focus on the timber value chain, regional wood resources and cost-effective manufacturing techniques for small enterprises. Applied research

will guide the design of simplified, scalable production models for rural and township-based manufacturers. Support to emerging roof truss manufacturers will include shared production facilities, basic engineering support, and targeted training in structural design and compliance. These efforts will be delivered in partnership with TVET Colleges, SETAs, and engineering faculties, ensuring context-specific and technically sound training.

Market development will improve procurement alignment by encouraging municipalities and provincial departments to ring-fence roof truss supply opportunities for local producers. Procurement guidelines will also be reviewed to facilitate MSME participation and compliance with industry standards. By the end of Year 2, the programme aims to establish a strong base of compliance, locally embedded roof truss manufacturers supported by applied research, technical development and procurement integration, laying the foundation for deeper industrialisation.

5.3 Year Three

In the third year, the programme will focus on scaling its impact by supporting the development of clay brick and roof tile manufacturers—two essential components in the construction of houses, schools, clinics, and other public infrastructure. This phase is designed to localise the production of core materials that have traditionally been dominated by large suppliers outside the province.

Given the stringent compliance requirements, including the need for SABS certification, Year 3 will prioritise technical assistance and mentorship to help emerging manufacturers meet the necessary quality and regulatory standards. This includes structured support for navigating the SABS process, improving production techniques, and implementing quality control systems.

To address infrastructure constraints, the programme will work with the local municipalities and development agencies to identify suitable sites and develop shared production infrastructure, such as kilns, clay extraction points and storage areas. These facilities will lower entry barriers and reduce costs for small producers, especially in rural areas.

In parallel, the programme will continue its efforts to formalise informal enterprises by offering business development support, training and assistance with registration and compliance. These enterprises will be gradually integrated into public procurement systems, expanding their market access and supporting transformation target.



Through these interventions, Year 3 will deepen the provinces industrial base by localising the supply of high-demand, high-volume construction materials while improving adherence to national building standards and expanding opportunities for historically excluded entrepreneurs.

5.4 Exit strategy

After the manufacturers and suppliers have been developed, the programme will focus on the retail and distribution of the construction value chain, recognising the importance of a well-developed retail ecosystem for ensuring access to locally manufactured materials. This phase will target the development and transformation of hardware stores, cooperative supply outlets, and other retail nodes serving the construction industry in the Eastern Cape.

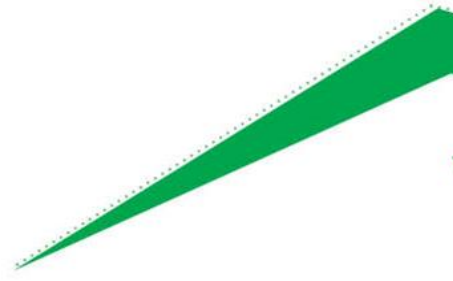
The programme will support the establishment and upgrading of locally owned hardware stores, especially in under-served areas, providing business planning, retail operations training, point-of-sale system, working capital, and supply linkages. A central focus will be on fostering cooperative models for shared procurement, storage and scale, improving efficiency and bargaining power. Partnership with local development agencies, chambers of commerce, and the private sector will ensure technical support and stability.

The programme will also pilot regional construction material hubs or parks, bringing together manufacturers, retailers, and support services in strategically located zones to promote economies of scale, streamline logistics, and create a visible ecosystem for public sector buyers. By the end of the programme, the goal is to have a robust, decentralised retail network that ensures locally produced construction materials are widely accessible, competitively priced, and distributed through inclusive and community-based business models.

Who Can Apply?

The department will focus on recruiting formal sector enterprises that:

- a) Are 100% HDI giving
- b) Companies that are already having basic infrastructure in place but lack the capacity to scale
- c) Companies that have a potential to meet the demand of the industry in local government projects
- d) Companies that are willing to be developed and produce accredited or approved standard products
- e) Companies already supplying raw materials but need mineral rights license.



UTILIZATION OF DATABASE

Once the list of building material manufacturers and suppliers (database) has been approved, service providers will be approached by obtaining quotations from the database, irrespective of the R- Value of the project by both Department of DPWI & HM.

If there are no responsive respondents in a region, the department will look for building material manufacturers and suppliers in the closest district to where the project will be implemented at.

The following rules will apply:

The Department will always endeavor to invite all service providers in a particular region or district for quotations.

Quotations will be requested from the database as follows:

- By inviting all the service providers in the relevant district where the project will be implemented at or.
- In the case where there are no manufacturers or suppliers in the region or district, the invite will be extended to the nearby district.
- Invitation will be done through rotation of the first three manufacturers or suppliers in the database
- Manufacturers or suppliers that have already been awarded will not be invited again up until the list has been exhausted.
- Manufacturers or suppliers are required to submit a completed tender form as a building material manufacturer or supplier
- The manufacturer or supplier selected on the database are expected to participate 100% on the programme when needed. **Failure to do so will lead to dismissal from the database.**



ANNEXURE A

DECLARATION (VALIDITY OF INFORMATION PROVIDED)

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

.....
SIGNATURE OF DECLARER

.....
DATE

.....
POSITION OF DECLARER

.....
NAME OF COMPANY OF BIDDER

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

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

I. 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 DPWI and such bidder.



ANNEXURE B

RESOLUTION FOR SIGNATORY

CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

An example is given below:

"By resolution of the board of directors passed at a meeting held on _____
Mr./Ms. _____, whose signature appears below, has been duly authorized to sign
all documents in connection with the tender for Contract No. _____
and any Contract which may arise there from on behalf of (Block Capitals) _____

SIGNED ON BEHALF OF THE COMPANY: _____
IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

1. _____ SIGNATURE: _____

IMPORTANT NOTICE: RESOLUTION TO SIGN

1. In the event that a resolution to sign is not completed by all directors/ shareholders of the enterprise, the signature of any one of the directors or shareholders to this bid will bind all the directors/ shareholders of the enterprise and will therefore render the bid valid.
2. In the event that a non-shareholder/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the bid.

II. DECLARATION

I, THE UNDERSIGNED NAME)
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.3.1 ABOVE IS
CORRECT.

I ACCEPT THAT THE PRINCIPAL MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF
THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE
FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

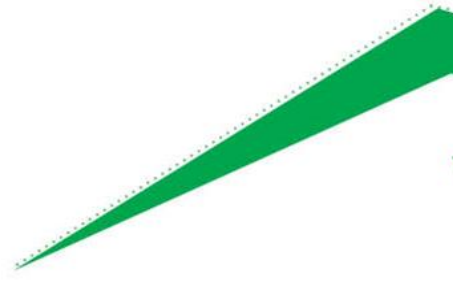


Province of the
EASTERN CAPE
PUBLIC WORKS & INFRASTRUCTURE

SBD 1

PART A
INVITATION TO BID

| | | | | | |
|--|--|------------------|---|-------------------------------|--|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS, INFRASTRUCTURE & HUMAN SETTLEMENTS | | | | | |
| BID NUMBER: | SCMU5-25/26-0052 | CLOSING DATE: | 18 SEPTEMBER 2025 | CLOSING TIME: | 11H00 |
| DESCRIPTION | INVITATION FOR EXPRESSION OF INTEREST FOR DEVELOPMENTAL DATABASE OF BUILDING MATERIAL MANUFACTURERS AND SUPPLIERS FOR A PERIOD OF THREE (3) YEARS BY THE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE AND HUMAN SETTLEMENTS | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| DEPARTMENT OF PUBLIC WORKS REGIONAL OFFICES OR HEAD OFFICE (QHASANA BUILDING) BISHO | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | | CONTACT PERSON | | | |
| TELEPHONE NUMBER | | TELEPHONE NUMBER | | | |
| E-MAIL ADDRESS | | E-MAIL ADDRESS | | | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE 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 OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? | | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. | | | | | |



PART B

TERMS AND CONDITIONS FOR BIDDING

| |
|--|
| 1. BID SUBMISSION: |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. |
| 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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 PIN 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." |

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF THE BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |

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

- 2.2.1 If so, furnish particulars:

.....
.....

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

YES/NO

- 2.3.1 If so, furnish particulars:

.....
.....

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



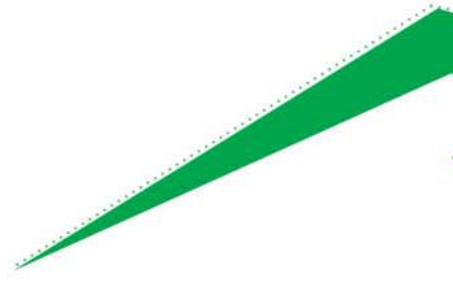
3 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 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 No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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



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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



ANNEXURE D

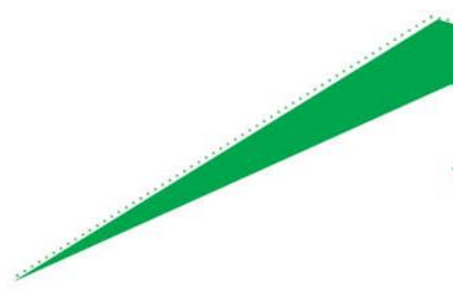
B-1 Record of Addenda to Tender Documents

| RECORD OF ADDENDA TO BID DOCUMENTS | |
|---|---|
| Project title | INVITATION FOR EXPRESSION OF INTEREST FOR DEVELOPMENTAL DATABASE OF BUILDING MATERIAL MANUFACTURERS AND SUPPLIERS FOR A PERIOD OF THREE (3) YEARS BY THE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE AND HUMAN SETTLEMENTS |
| Tender Number | SCMU5-25/26-0052 |
| I / We confirm that the following communications received from the Department of Public Works & Infrastructure before the submission of this tender offer, amending the tender 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 | | | |



Province of the
EASTERN CAPE
PUBLIC WORKS & INFRASTRUCTURE



Signed

Date

Name

Position

Enterprise name



General Conditions of Contract

1. Definitions

1. 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 supplier, 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 supplier 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 are substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the 5 RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier 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 supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing 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 ancillaries 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 6 obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten 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, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated 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 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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 supplier 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 supplier 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 supplier 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 supplier's performance under the contract if so, required by the purchaser.



5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

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 supplier'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 supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analysis

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 Department or an organization acting on behalf of the Department.

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 make the necessary arrangements, including payment arrangements with the testing authority concerned. 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 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 supplier.

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 analyzed, 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 supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers' cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, 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 packing, 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, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

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 in the SCC.

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (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 supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier'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 supplier 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 supplier for similar services.

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and



(ii) 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 supplier 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 supplier 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 supplier, 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 in SCC.

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take 10 such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment 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 supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier 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 supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier 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 supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier'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 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure small quantities outside of the contract or to have minor essential services executed if an emergency arises, the 11 supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier 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.

21.6 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 supplier'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 supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier 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 goods 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 supplier, may terminate this contract in whole or in part:

- (a) if the supplier 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 Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment 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 supplier shall be liable to the purchaser for any excess costs for



such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any 12-person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser.
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or people prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping 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 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor 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 13 may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier 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 supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the



supplier shall continue to perform its obligations under the contract as far as it 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 supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, 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 supplier 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 supplier 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 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 27.5 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 supplier any monies due to the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier 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 supplier to pay penalties and/or damages to the purchaser; and 14
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier 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 supplier 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 supplier 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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

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. 15

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.