



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

BID DOCUMENT

PROJECT DESCRIPTION: SUPPLY AND DELIVERY OF BUILDING MATERIAL AT NGQAMAKWE HOME AFFAIRS

BID NO: MTH 16/2025
Closing Date: 18 March 2026
Closing Time: 11H00
Bid Briefing Meeting Date: Friday, 06 March 2026
Bid Briefing Meeting time: 11H00

Tenderers CSD No:

Name of the Tenderer:

Bid Box Address
Department of Public Works & Infrastructure
PRD 2 Building, 5th Floor
Sutherland Street
Mthatha
5100

<p>SCM SPECIFIC ENQUIRIES: Enquires: Unathi Mabusela Tel No: 047 502 7049 during office hours Cell No: 066 335 6129 Email Address: Unathi.Mabusela@dpw.gov.za</p>	<p>TECHNICAL / PROJECT SPECIFIC ENQUIRIES Enquires: Siphelele Mdolomba Tel No: 047 502 7037 during office hours Cell No: 063 643 8550 Email Address: Siphelele.Mdolomba@dpw.gov.za</p>
---	---

Table of Bid Documents	Page
SUMMARY OF BID INFORMATION	3
PA 32: INVITATION TO BID	4
PA-04 (GS): NOTICE AND INVITATION TO BID	6
1. <i>FUNCTIONALITY CRITERIA APPLICABLE</i>	6
2. <i>EVALUATION METHOD FOR RESPONSIVE BIDS</i>	6
3. <i>RESPONSIVENESS CRITERIA</i>	7
4. <i>METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS</i>	10
5. <i>BID EVALUATION METHOD</i>	10
6. <i>COLLECTION OF TENDER DOCUMENTS</i>	10
7. <i>SITE INSPECTION MEETING</i>	11
8. <i>ENQUIRIES</i>	11
9. <i>DEPOSIT / RETURN OF TENDER DOCUMENTS</i>	11
FUNCTIONALITY EVALUATION CRITERIA	12
TERMS OF REFERENCE/ SPECIFICATIONS	13
PRICING SCHEDULE	14
PA-11: BIDDER'S DISCLOSURE	15
PA-15.1: RESOLUTION OF BOARD OF DIRECTORS	18
PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES	20
PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES	22
DPW-16. TENDER BRIEFING MEETING CERTIFICATE	25
DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS	26
PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT	27
DPW-09 PARTICULARS OF TENDERER'S PROJECTS	29
PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	31
SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL	36
SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL	38
PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)	40

SUMMARY OF BID INFORMATION

Bid Number	MTH 16/2025	
Bid/ Project Description	SUPPLY AND DELIVERY OF BUILDING MATERIAL AT NGQAMAKWE HOME AFFAIRS	
Bid Closing date & Time	Wednesday, 18 March 2026	Closing Time: 11H00
Bid Briefing Date & Time (If applicable)	<i>Date of Bid Briefing (if any)</i> Friday, 06 March 2026	<i>Time of Bid Briefing (if any)</i> 11H00
Venue	Ngqamakwe Old Post office, opposite Magistrate Court	
SCM SPECIFIC ENQUIRIES:	Unathi Mabusela	Unathi.Mabusela@dpw.gov.za
	047 502 7049	066 335 6129
TECHNICAL / PROJECT SPECIFIC ENQUIRIES	Siphelele Mdolomba	Siphelele.Mdolomba@dpw.gov.za
	047 502 7037	063 643 8550
Bid Validity Period	84 calendar days	
Bid Document Price	R 100.00	
Procurement Plan Reference Number	1051	



PA 32: INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	MTH 16/2025	CLOSING DATE:	Wednesday, 18 March 2026	CLOSING TIME:	11H00
DESCRIPTION	SUPPLY AND DELIVERY OF BUILDING MATERIAL AT NGQAMAKWE HOME AFFAIRS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

OR POSTED TO:

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					
	TCS PIN:		OR	CSD No:	
Signature of Bidder		Date		
CAPACITY UNDER WHICH THE BID IS SIGNED (Attached proof of authority to sign this bid (e.g. resolution of Directors, etc.))					
TOTAL NUMBER OF ITEMS OFFERED				TOTAL BID PRICE (ALL INCLUSIVE TAXES)	R

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	PUBLIC WORKS & INFRASTRUCTURE	CONTACT PERSON	Siphelele Mdolomba
CONTACT PERSON	Unathi Mabusela	TELEPHONE NUMBER	047 502 7037
TELEPHONE NUMBER	047 502 7049	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	Siphelele.Mdolomba@dpw.gov.za
E-MAIL ADDRESS	Email1@dpw.gov.za	CELL NUMBER	063 643 8550

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 ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / 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.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. AN ORIGINAL OR CERTIFIED COPY OF THE B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE.

Note Well:

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**
- c) The price that appears on this form is the one that will be considered for acceptance as **a firm and final offer.**
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

PA-04 (GS): NOTICE AND INVITATION TO BID

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES BIDDERS FOR:

Project title:	SUPPLY AND DELIVERY OF BUILDING MATERIAL AT NGQAMAKWE HOME AFFAIRS		
Bid no:	MTH 16/2025	Procurement Plan Reference no:	1051
Advertising date:	Tuesday, 24 February 2026	Closing date:	Wednesday, 18 March 2026
Closing time:	11H00	Validity period:	84 calendar days

1. FUNCTIONALITY CRITERIA APPLICABLE

1.1. The Bid will not be evaluated on Functionality

Functionality criteria¹:	Weighting factor:
TOTAL	N/A

(Weights for functionality must add up to 100. Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Minimum functionality score to qualify for further evaluation:	N/A
---	------------

(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

2. EVALUATION METHOD FOR RESPONSIVE BIDS

<input type="checkbox"/> Method 1 (Financial offer)	<input checked="" type="checkbox"/> Method 2 (Financial and Preference offer)
---	---

2.1 The 80/20 Preference points scoring system will be applicable for this bid

¹The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

3. RESPONSIVENESS CRITERIA

3.1. Indicate substantive responsiveness criteria applicable for this tender. Failure to comply with the criteria stated hereunder **shall** result in the tender offer being disqualified from further consideration:

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required
4	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
5	<input checked="" type="checkbox"/>	Submission of PA-32: Invitation to Bid
6	<input checked="" type="checkbox"/>	Submission of record of attending compulsory briefing session. Scope of work needs to be clearly explained to the bidders
7	<input type="checkbox"/>	Registration on National Treasury's Central Supplier Database.
8	<input checked="" type="checkbox"/>	Bidder must provide a reference letter(s) of a completed project of a similar nature, scope and / or complexity. a) The contract / project reference must comply with the following minimum requirement; i. A completed relevant project in supplying and delivering of materials or goods ii. The project must be in the past five (5) years and iii. Has a value of at least R 200 000,00 and The reference letters submitted must comply with the following minimum requirements (stamped, dated and signed)
9	<input checked="" type="checkbox"/>	Submission of fully priced bills of quantities (BOQ)
10	<input checked="" type="checkbox"/>	Submission of bid offer
11	<input type="checkbox"/>	Specify other responsiveness criteria
12	<input type="checkbox"/>	Specify other responsiveness criteria

3.2. Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure.
4	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer
6	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.

7	<input checked="" type="checkbox"/>	Special Conditions of Bid will apply on evaluation of this tender. PA 10: GENERAL CONDITIONS OF CONTRACT
8	<input type="checkbox"/>	Specify other responsiveness criteria
9	<input type="checkbox"/>	Specify other responsiveness criteria
10	<input type="checkbox"/>	Specify other responsiveness criteria

3.3. Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1.	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2.	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3.	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure
4.	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
5.	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required.
6.	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
7.	<input type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
8.	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement
9.	<input type="checkbox"/>	Bidders will be evaluated as per special conditions of bid (SCB-1)
10.	<input type="checkbox"/>	Submission of DPW-09 (EC): Particular of Tenderer's Projects: Bidders may use 'own form' - the details of all the tenderers current and previous projects must however be similar to the DPW-09 (EC) forms details. Bidders are required to sign and date the DPW09 / 'own form' and cross-reference the documents if 'own form' is used.
11.	<input type="checkbox"/>	Submission of DPW-21 (EC): Record of addenda to tender documents: Bidder maybe requested to confirm receipt and or compliance with the "Record of Addenda" if the record of Addenda" was not submitted with the bid at the closing date.
12.	<input type="checkbox"/>	Specify other responsiveness criteria
13.	<input type="checkbox"/>	Specify other responsiveness criteria
14.	<input type="checkbox"/>	Specify other responsiveness criteria

3.4. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below document if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals.

1	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
---	-------------------------------------	---



2	<input checked="" type="checkbox"/>	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider
---	-------------------------------------	--

4. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

4.1. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people	10	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
2.	<p>Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area</p> <p>(Eastern Cape)</p>	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. Or Any Account or statement which is in the name of the Bidder. Or Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. and Medical Certificate indicating that the disability is permanent or South African Social Security Agency (SASSA) registration indicating that the disability is permanent Or National Council for Persons with Physical Disability in South Africa registration (NCPDSA)
5.	An EME or QSE or any entity which is at least 51% owned by black youth	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.

5. BID EVALUATION METHOD

This bid will be evaluated according to the preferential procurement model in the PPPFA and the 80/20 preference point scoring system will be applicable

6. COLLECTION OF TENDER DOCUMENTS

Bid documents are available for free download on e-Tender portal www.etenders.gov.za

Alternatively; Bid documents may be collected during working hours at the following address
~~NDPWI, Eben Dorges Building, Om Robert and Hancock street, Qeberha, 0050.~~

A non-refundable bid deposit of **R 100.00** is payable (cash only) on collection of the bid documents.

DPWI, PRD 2 Building, 5th Floor, Sutherland Street, Mthatha, 5100

7. SITE INSPECTION MEETING

Details of Bid Briefing meeting (if any)

There will be a compulsory bid briefing meeting and all potential bidders must attend. Details of the compulsory bid briefing meeting is indicated in the table below:

Venue:	Ngqamakwe Old Post office, opposite Magistrate Court		
Virtual meeting link:	(Type link here or indicate "N/A")		
Date:	<i>Date of Bid Briefing (if any)</i> Friday, 06 March 2026	Starting time:	<i>Time of Bid Briefing (if any)</i> 11H00

8. ENQUIRIES

8.1 Technical enquiries may be addressed to:

DPWI Project Manager	Siphelele Mdolomba	Telephone no:	047 502 7037
Cellular phone no	063 643 8550	Fax no:	N/A
E-mail	Siphelele.Mdolomba@dpw.gov.za		

8.1 SCM enquiries may be addressed to:

SCM Official	Unathi Mabusela	Telephone no:	047 502 7049
Cellular phone no	066 335 6129	Fax no:	N/A
E-mail	Unathi.Mabusela@dpw.gov.za		

9. DEPOSIT / RETURN OF TENDER DOCUMENTS

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

All tenders must be completed in non-erasable ink and submitted on the official forms – (forms not to be re-typed).

Closing Date: Wednesday, 18 March 2026

Closing Time: 11H00

<p>Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X</p> <p>Documents must be deposited in The Bid Box before the closing date of the bid</p>	OR	<p>Deposited in the tender box at: The Bid Box Department of Public Works & Infrastructure PRD 2 Building, 5th Floor Sutherland Street Mthatha, 5100</p>
--	-----------	--



FUNCTIONALITY EVALUATION CRITERIA

Paste Functionality here or Indicate "N/A"

TERMS OF REFERENCE/ SPECIFICATIONS

Bid no: MTH 16/2025

Bid/ Project Description: SUPPLY AND DELIVERY OF BUILDING MATERIAL AT NGQAMAKWE HOME AFFAIRS

Paste Specifications or Terms of Reference here

PRICING SCHEDULE

Bid no: MTH 16/2025

Bid/ Project Description: SUPPLY AND DELIVERY OF BUILDING MATERIAL AT NGQAMAKWE HOME AFFAIRS

Paste Pricing Schedule here



ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<p>A - CONDITIONS OF TENDER</p> <p>will be doing to the relevant official/client before commencement with work. Due to urgent nature of the works, the successful tenderer must commence with work immediately after receipt of appointment letter or purchase order. At completion of the services onsite the Contractor is to submit compliant invoice at invoice.mthatha@dpw.gov.za together with signed job card & timesheet signed by both Client and contractor. Failure submit complete information will lead to non-payment of the invoice.</p> <p>The contractor must be registered and compliant on CSD throughout the service.</p> <p>At completion of the service onsite the Contractor is to submit compliant invoice at invoice.mthatha@dpw.gov.za together with signed job card, declaration forms & timesheet by both Client and contractor. Failure to submit complete information will lead to non-payment of the invoice.</p> <p><u>Time shall be considered as the essence of this contract. Appointed service provider must deliver the required material with 7 days upon receipt of Appointment letter or purchase order, failure to deliver within stipulated timeframes will lead to termination of contract.</u></p> <p>B - Notes to Tenderers</p> <p>Bidders should take note that when procuring and pricing the document, the materials listed on this specification document have not been attached to any "Brand Name".</p> <p>Only materials that conform with/ to South African Bureau of Standards (SABS) will be acceptable and bidders are urged to allow for price fluctuations when tendering.</p> <p>Paragraph 4.12 of FM Circular 31 of 2024 – All service providers must submit their invoices within 30 days after a job has been completed, together with a signed and stamped date of completion as per the User Department. Invoices not submitted within 30 days will be considered invalid for payment.</p> <p>Invoice Submission and Payment Terms:</p> <p>Failure to submit an invoice within the aforementioned period shall result in a forfeiture of the right to receive payment for the completed work or services. The DPWI shall have no obligation to make any payments for work completed or services rendered if the invoice is not submitted within the specified 30-day period."</p> <p>All invoices submitted by the Service Providers, must include the Archibus system generated call ID as DPWI reference, together with the relevant order number.</p> <p>The contractor must be registered and compliant on both CSD & CIDB and registration to be valid throughout the service, with relevant registration for the classification of works as mentioned above. Contractor to ensure compliance with all Occupational Health and Safety regulations and instructions.</p> <p>For Preambles refer to "Department of Public Works: Specification Of Materials And Methods To Be Used - PW371".</p> <p>Bidders should take note that when procuring and pricing the document, the materials listed on this specification document have not been attached to any "Brand Name".</p> <p>Only materials that conform with/ to South African Bureau of Standards (SABS) will be acceptable and bidders are urged to allow for price fluctuations when tendering.</p>				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>Brickwork and Tiling Material</u>				
100	Cement conforming to SANS 50197-1 standards, classified as 42.5N strength class. Suitable for use in structural concrete, mortar, and plaster applications, providing consistent strength, workability, and durability. To be stored in dry, moisture-free conditions in accordance with standard construction practices	Bag (50kg)	40		
101	Plaster sand screened and washed to remove impurities and organic matter. Grading to comply with SANS 1090 requirements for fine aggregate suitable for plastering works. Material to be clean, well-graded, and free from clay lumps or deleterious substances.	m ³	12		
102	Building sand screened and washed to remove impurities, organic matter, and clay. Grading to comply with SANS 1090 standards for general construction use, providing good workability and durability in concrete and masonry works.	m ³	3		
103	Crushed stone with nominal size of 13 mm, well-graded and free from clay, dust, or organic impurities. Material to comply with SANS 1083 standards for coarse aggregate, suitable for concrete production and general construction use.	m ³	12		
104	Steel reinforcement mesh, 150 mm x 2.8 mm, designed for masonry wall reinforcement. Material to comply with SANS 920 and SANS 920-1 standards, providing adequate tensile strength and corrosion resistance for use in brickwork and blockwork.	m	20		
105	Common clay bricks manufactured to SANS 227 standards, with uniform size, shape, and strength suitable for general masonry work. Bricks to be free from cracks, excessive voids, and other defects affecting durability and workability.	Pallet (546)	2		
106	Concrete paving bricks, 50 mm thick, grey in color, manufactured to SANS 1215 standards. Bricks to have uniform size, shape, and strength, with smooth surface finish and resistance to weathering and abrasion.	Pallet (594)	12		
107	Floor tile scorer, designed for accurate scoring and cutting of ceramic or porcelain tiles. Tool to provide straight, clean cuts with minimal chipping, suitable for use in tiling works.	ea	5		
108	Precast concrete kerb, Figure 11 profile, grey in color, manufactured to SANS 1215 standards. Kerb to have uniform dimensions, smooth finish, and sufficient strength to withstand vehicular and pedestrian loads.	ea	80		
109	Tile adhesive, ready-to-use, suitable for fixing ceramic and porcelain tiles on walls and floors. Adhesive to provide strong initial grab, water resistance, and durable bond in accordance with SANS 10177 standards.	Litre	5		
110	Square steel tube, 50 mm x 50 mm x 1.6 mm wall thickness, 6.0 m long, manufactured to SABS 657 standards. Material to provide structural strength, dimensional accuracy, and corrosion resistance suitable for general fabrication and structural applications.	ea	2		
111	Large floor squeegee, designed for efficient removal of water or liquid from smooth surfaces. Handle and blade to provide durability and ease of use in cleaning operations.	ea	5		
112	Fascia board, 12 mm thick, 300 mm wide, 3.0 m long, manufactured from durable composite material. Board to provide resistance to moisture, weathering, and warping, suitable for exterior building finishes.	ea	11		
113	Aluminium sliding window, 900 mm x 1500 mm, bronze anodized finish. Frame to comply with SANS 10400 standards, providing durability, corrosion resistance, and smooth operation. Glazing to be clear float glass, suitable for ventilation and natural lighting.	ea	3		
114	Tile adhesive trowel with square notches, 10 mm size, designed for even application of adhesive on walls and floors. Blade and handle to provide durability, comfort, and efficient adhesive transfer.	ea	5		
115	Eco-porcelain floor tiles, 600 mm x 600 mm, first grade, Sao Paulo finish. Tiles to have uniform color, size, and surface texture, manufactured to SANS 1215 standards for durability, wear resistance, and low water absorption.	ea	70		
	TOTAL BRICKWORK AND TILING CARRIED TO NEXT PAGE				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BROUGHT FORWARD					
116	Tile adhesive trowel with square notches, 6 mm size, designed for even application of adhesive on walls and floors. Blade and handle to provide durability, comfort, and efficient adhesive transfer.	ea	5		
117	Porcelain tile adhesive, 20 kg, suitable for fixing tiles on walls and floors. Provides strong bond, water resistance, and durability in accordance with SANS 10177 standards.	Bag (20kg)	100		
118	Wall and floor grout, 20 kg, suitable for filling joints in ceramic and porcelain tiles. Provides water resistance, durability, and consistent color in accordance with SANS 10177 standards. Light grey	Bag (20kg)	7		
119	Bonding liquid, 20 L, used as admixture to improve adhesive or mortar bonding, enhancing adhesion, workability, and durability.	Litre	3		
120	Grout float, designed for spreading and pressing grout into tile joints. Constructed for durability, comfort, and efficient grout application	ea	5		
121	Ceramic floor tiles, 330 mm x 330 mm, first grade, Manna finish. Tiles to have uniform size, color, and surface texture, manufactured to SANS 1215 standards for durability and wear resistance.	ea	10		
122	Ceramic floor tiles, 500 mm x 500 mm, first grade, Lalox Cobblestone finish. Tiles to have uniform size, color, and surface texture, manufactured to SANS 1215 standards for durability and wear resistance.	ea	8		
123	Aluminium straight edge, 10 mm thick, natural finish, 2.5 m long. Material to be durable, corrosion-resistant, and suitable for guiding tile installations and straight edges.	ea	7		
124	Shiny white ceramic tiles, 200 mm x 200 mm, first grade. Tiles to have uniform size, color, and smooth finish, manufactured to SANS 1215 standards for durability and wear resistance.	ea	2		
125	Wall and floor grout, 5 kg, suitable for filling tile joints in ceramic and porcelain tiles. Provides water resistance, durability, and consistent color.	Bag (5kg)	2		
126	Ceramic wall tiles, 300 mm x 600 mm, first grade, Proteus finish. Tiles to have uniform size, color, and surface texture, manufactured to SANS 1215 standards for durability and water resistance.	ea	14		
127	Large grouting sponge, designed for cleaning tile surfaces and joints after grout application. Constructed for durability and effective water absorption.	ea	5		
128	Tile spacers, 3 mm size, 150 pieces, used for maintaining uniform joints between tiles during installation.	Set	1		
129	Unsifted gravel, suitable for general construction use, free from deleterious materials, clay lumps, and organic matter.	m ³	3		
130	Glazed porcelain floor tiles, 600 mm x 600 mm, first grade, Atlas Concorde Milestone (Canyon) finish. Tiles to have uniform color, size, and surface texture, manufactured to SANS 1215 standards for durability, low water absorption, and wear resistance.	ea	14		
TOTAL BRICKWORK AND TILING CARRIED TO FINAL SUMMARY					

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>Plumbing Material</u>				
131	Dual storage geyser, 150 L capacity, 600 kPa pressure class B, including temperature and pressure relief valve (TP&DC). Designed for safe domestic hot water supply.	ea	1		
132	Plastic multi-purpose PVC relief and isolation valve, 15 mm, 400 kPa, Advanced ADS400 model. Provides overpressure protection and system isolation RELIEF & IS	ea	1		
133	Low-flush toilet pan, Betta Rapid model, white, RT0208A, water-efficient design.	ea	3		
134	Universal front flush cistern, Betta, white, mechanism BIBO only (without pan).	ea	4		
135	Flush mechanism, Amaro MXJ, complete 1½" BIBO, for front flush cisterns.	ea	3		
136	PVC soil and waste (SW) bend, 50 x 87 mm, as per new specification / E-spec.	ea	6		
137	Wooden toilet seat with nylon hinges, white finish.	ea	3		
138	PVC SV (soil vent) bend, 50 x 45 mm, as per new specification / E-spec.	ea	4		
139	PVC underground (UG) bend, 110 x 45 mm, plain, 1/8 bend.	ea	2		
140	Stainless steel flexible braided connector, FXF 15 x 350 mm	ea	3		
141	PVC SV pipe, 110 mm diameter, 6 m long, white, SABS approved.	ea	1		
142	Garden hose tap, ProClose, 15 x 20 mm, with coupling, brown finish.	ea	1		
143	PVC SV vent valve, 50 mm, two-way, W50/2W.	ea	1		
144	PVC SV pan connector, 110 mm offset, designed for WC connection.	ea	3		
145	PVC SV bend, 40 x 87 mm, plain, new specification / E-spec, W40B.	ea	20		
146	PVC UG pipe, 110 mm diameter, 6 m long, plain, medium duty.	ea	6		
147	PVC SV junction, 40 x 87 mm, plain, new specification / E-spec, W40SJ.	ea	10		
148	PVC heavy-duty cement, 473 ml, clear, Oatey brand.	ea	2		
149	PVC UG socket, 110 mm, single.	ea	5		
150	PVC UG socket, 110 mm, Kimberly brand.	ea	1		
151	PVC UG junction, 110 x 45 mm, plain.	ea	7		
152	HDPE pressure pipe, 0.5", 20 x 100 m, Class 16.	Roll	1		
153	Aluminium holderbat for 50 mm PVC pipe.	ea	3		
154	Polymer manhole cover and frame, 400 x 600 mm, medium duty.	ea	1		
155	Gully top, head and grate combo, 110 mm outlet, moulded construction.	ea	1		
156	PVC UG gully P-trap, 110 mm diameter.	ea	1		
157	PVC UG rodding eye, 110 x 45 mm.	ea	3		
158	PVC SV pipe, 50 mm diameter, 6 m long, plain, new specification / white.	ea	1		
159	PVC SV vent valve, 110 mm, two-way.	ea	3		
155	Aluminium holderbat for 110 mm PVC pipe.	ea	5		
156	HDPE compression elbow, female BSP, 20 x 3/4".	ea	2		
PLUMBING MATERIAL CARRIED TO NEXT PAGE					

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BROUGHT FORWARD					
157	HDPE compression tee, equal, 20 mm, PXPXP configuration.	ea	2		
158	Brass compression straight male reducing coupler, 3/4 x 15 mm.	ea	2		
159	Brass compression straight male coupler, 15 mm.	ea	4		
160	Copper tube, 15 x 5.5 m, 460 X/O, for domestic plumbing applications.	ie	8		
161	Lever ball valve, Plumblin, CxC, DZR, 15 mm.	ea	1		
162	PTFE tape, 12 mm x 12 m x 0.1 mm, for pipe thread sealing.	Roll	4		
163	Brass compression elbow, 15 mm, CxC.	ea	20		
164	Brass compression equal tee, 15 mm, CxCxC.	ea	10		
165	Brass compression wall plate elbow, 15 mm, CxFi.	ea	3		
166	Brass compression straight coupler, 15 mm, CxC.	ea	4		
167	Angle valve, Genebre ISIS PN10, ABS handle, 15 x 1/2".	ea	3		
168	Brass compression straight female coupler, 15 mm, CxFi.	ea	3		
169	Low-pressure PVC weld & brush, 500 ml, Plumblin. Or similar approved	ea	1		
170	Solder wire, 2 mm, 97/3 tin-copper alloy, 500 g, Copcal. Or similar approved	ea	1		
171	Liquid drain cleaner, Plumblin, for clearing blocked drains. Or similar approved	Litre	2		
172	Brass compression straight female reducing coupler, 3/4 x 15 mm, Cx.	ea	1		
173	Brass compression reducing fitting ring set, 22 x 15 mm.	Set	1		
174	Bath/sink waste and plug, CP, 40 mm, Plumblin. Or similar approved	ea	1		
175	Expansion bolt, M10 x 75 mm.	ea	5		
176	Stainless steel inset sink, Nyathi, 860 x 460 mm, 40 mm waste.	ea	1		
177	Flexi universal mini P-trap reseal, 32 x 40 / 40 x 40 mm, Plumblin. Or similar approved	ea	1		
178	Half-round PVC gutter, 6 m long, DGH520 profile.	no	9		
179	Half-round PVC gutter fascia bracket, DK501.	ea	12		
180	Round PVC downpipe, 80 mm diameter, 3 m long, socketed, DPH310.	ea	60		
181	Round PVC downpipe shoe, DS30.	ea	10		
182	Half-round PVC gutter union clip joiner, DU20.	ea	6		
183	Round PVC downpipe clip / holderbat, 80 mm, DC302.	ea	15		
184	Brass compression elbow, 15 mm, CxC.	ea	4		
185	Half-round PVC gutter angle, external, X90.	ea	3		
186	Round PVC downpipe swanneck offset bend, DNE300.	ea	2		
187	Expansion bolt, M10 x 75 mm.	ea	4		
188	Modern plain bibtap, extended, CP, 15 mm.	ea	1		
189	Stainless steel flexible braided connector, FXF 15 x 450 mm, SABS approved.	ea	1		
PLUMBING MATERIAL CARRIED TO NEXT PAGE					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Electrical Material				
200	Drill bit, SDS, 6 mm x 160 mm, suitable for masonry and concrete drilling.	ea	5		
201	Diamond segmented cutting disc, 230 mm diameter, for cutting concrete, stone, and masonry.	ea	4		
202	Brass nut, CH 5 mm.	ea	20		
203	Brass screw, CH 5 x 25 mm.	ea	20		
204	Steel machine screw, CH 5 x 20 mm.	ea	120		
205	Drill bit, SDS, M10 x 160 mm, for masonry and concrete drilling.	ea	5		
206	Rawl bolt, M10 x 75 mm, for fixing into concrete or masonry.	ea	100		
207	Holesaw, HSS, with arbor, 25 mm diameter.	ea	2		
208	Holesaw, HSS, with arbor, 20 mm diameter.	ea	2		
209	Copper earth strap tape, 0.5 mm x 12 mm, 13 m, 500 g.	Roll	3		
210	Conduit, Nextube Kabelflex tubing, 75 mm x 50 m, HDPE, including coupling. Or similar approved	Roll	1		
211	PVC glue, 200 ml, for joining PVC conduits and fittings.	ea	2		
212	PVC saddle strap, 25 mm, for fixing conduit to surfaces.	ea	100		
213	PVC saddle strap, 20 mm, for fixing conduit to surfaces.	ea	300		
214	PVC coupling, 25 mm, for connecting two sections of conduit.	ea	100		
215	PVC coupling, 20 mm, for connecting two sections of conduit.	ea	300		
216	PVC adaptor, male lockring, 20 mm.	ea	200		
217	Wall box, 100 x 100 mm, galvanized steel.	ea	12		
218	Wall box, 100 x 50 mm, galvanized steel.	ea	12		
219	Bending spring, 25 mm, 60 cm long, steel.	ea	1		
220	Bending spring, 20 mm, 60 cm long, steel.	ea	1		
221	Lid for junction box, round, 50 mm, PVC.	ea	50		
222	Conduit box, round, 20 mm, 8-way, push-in, PVC.	ea	50		
223	PVC conduit, 25 mm diameter.	m	100		
224	PVC conduit, 20 mm diameter	m	400		
225	LED round light, 24 W, 6500 K, 200 mm diameter.	ea	12		
226	Daylight lighting channel, wide, 5 ft, double wired for T8 LED.	ea	32		
227	Daylight switch, 16 A, IP65 enclosure.	ea	5		
228	LED lamp, A60, 15 W, 6500 K, B22 fitting.	ea	17		
229	LED tube, 1.5 m, 20 W.	ea	68		
230	LED floodlight, 150 W, 6500 K, with breather and surge protection, IP65 rated.	ea	14		
231	LED bulkhead, grid round, black, IP45.	ea	17		
ELECTRICAL MATERIAL CARRIED TO NEXT PAGE					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					
232	Power skirting, 16 A, dedicated plug, red, 100 x 50 mm.	ea	19		
233	Power skirting, 16 A, normal plug, white, 100 x 50 mm.	ea	19		
234	Power skirting cover set, 16 A, SSO, grey.	ea	38		
235	Crabtree Classic isolator with cover, 100 x 50 mm, 30 A, DPSTL, white, bagged.	ea	8		
236	Steel power skirting, 3 m long, straight cover, grey.	ea	32		
237	Steel power skirting, 3 m long, grey	ea	16		
238	Power skirting flat elbow, 90°, grey steel.	ea	5		
239	Power skirting external elbow, 90°, grey steel.	ea	7		
240	Power skirting internal elbow / standard tee, grey steel.	ea	5		
241	Tyton Insulock cable tie, 392 x 4.7 mm, black, 100 pack.	Pack	4		
242	Electrical insulation tape, 188 mm x 20 m, red.	Roll	10		
243	Electrical insulation tape, 188 mm x 20 m, black.	Roll	10		
244	Flat twin cable, 2.50 mm ² x 2 + E, white PVC, 300/500 V.	m	400		
245	Flat twin cable, 1.50 mm ² x 2 + E, white copper PVC, 300/500 V.	m	400		
246	50 mm ² x 4-core PVC SWA cable, 600/1000 V, black/red.	m	30		
247	GPW 10.00 mm ² red PVC cable, 600/1000 V.	m	15		
248	GPW 10.00 mm ² black PVC cable, 600/1000 V.	m	15		
249	Bells 10.00 mm ² x 4 PVC, 600/1000 V.	m	20		
250	GPW 2.50 mm ² red copper PVC, 600/1000 V.	m	100		
251	GPW 2.50 mm ² green/yellow copper PVC, 600/1000 V.	m	100		
252	GPW 2.50 mm ² black copper PVC, 600/1000 V.	m	100		
253	GPW 1.50 mm ² blue copper PVC, 600/1000 V.	m	100		
254	GPW 1.50 mm ² black copper PVC, 600/1000 V.	m	100		
255	GPW 1.50 mm ² green/yellow copper PVC, 600/1000 V.	m	100		
256	GPW 1.50 mm ² red copper PVC, 600/1000 V.	m	100		
257	Earth leakage circuit breaker, 63 A, 2P, 30 mA, 3 kA, 230 V.	ea	3		
258	Miniature circuit breaker (MCB), 32 A, 1P, 3 kA, DIN 230 V.	ea	12		
259	MCB, 20 A, 1P, 3 kA, DIN 230 V. Or similar approved	ea	11		
260	MCB, 80 A, 3P, 5 kA, DIN 400 V. Or similar approved	ea	7		
261	MCB QF3, 100 A, 3P, 6 kA, 26 mm, Curve-2 Dual, white, 415 V. Or similar approved	ea	1		
262	LS busbar assembly, type 1P, BKN, 1 meter.	ea	1		
263	Waterproof socket enclosure, 100 x 50 mm.	ea	2		
264	Waterproof socket enclosure, 100 x 50 mm.	ea	8		
265	Tray only for SU1 distribution board, 510 x 405 x 110 mm, surface mount.	ea	1		
266	Tray only for SU1 distribution board, 510 x 405 x 110 mm, surface mount.	ea	1		
267	Hadad kiosk meter box, 400 x 360 x 800 mm, steel, empty with single door. Or similar approved	ea	1		
ELECTRICAL MATERIAL CARRIED TO NEXT PAGE					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
268	Distribution board, flush type, 18 modules, 380 x 535 mm, white, DIN steel.	ea	1		
269	Distribution board, flush type, 30 modules (2 x 15), 590 x 480 mm, white, DIN surface mount.	ea	1		
270	Steel classic double plug with cover socket, 100 x 100 mm, 16 A, white.	ea	12		
271	Steel switch with cover, 100 x 50 mm, 2-lever, 2-way, white.	ea	4		
TOTAL ELECTRICAL MATERIAL CARRIED TO FINAL SUMMARY					

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>RATE</u>	<u>AMOUNT</u>
	<u>Painting Material</u>				
272	Propac undercoat, white, 20 L. Or similar approved	ea	5		
273	Galvanised iron cleaner, 5 L.	ea	6		
274	Galvanised iron primer, 20 L.	ea	3		
275	Wash N Wear silk base paint, pastel colour, 20 L.	ea	5		
276	Weatherguard paint, pastel colour, 20 L.	ea	6		
277	Brilliant matt PVA, white, 20 L. Or similar approved	ea	3		
278	Water-based enamel, 5 L.	ea	5		
279	Flash Fix-a-Leak, red, 5 L, 10 m kit.	ea	2		
280	ALC crack filler, exterior, 10 kg. Or similar approved	ea	10		
281	MDL glazing putty, 2 kg. Or similar approved	ea	9		
282	ACAD floor roll, 1 m x 300 m, 40#. Or similar approved	Roll	20		
283	Rush thinners, lacquer.	Litre	5		
284	Rush mineral turpentine, 5 L.	ea	2		
285	Paint brush, 25 mm.	ea	5		
286	Paint brush, 50 mm.	ea	5		
287	Paint brush, 75 mm.	ea	6		
288	Paint brush, 12 mm.	ea	6		
289	ACAD block brush, 150 x 35 mm. Or similar approved	ea	6		
290	Dulux Roof G Basic red, 20 L. Or similar approved	ea	4		
291	Lambswool paint roller, 100 mm. Or similar approved	ea	4		
292	PVA rollers and tray set. Or similar approved	ea	6		
293	Cleaning rags, 5 kg.	ea	2		
294	Floor paint, red, 5 L.	ea	2		
295	Washable, low-sheen acrylic paint, 20 L, caramel sand 5 or similar approved.	no	4		
	TOTAL PAINTING MATERIAL CARRIED TO FINAL SUMMARY				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>Carpentry Material</u>				
296	SA Pine V5 timber, 38 x 114 mm, 6.0 m length.	ea	35		
297	SA Pine V5 timber, 38 x 152 mm, 6.0 m length.	ea	8		
298	SA Pine V5 timber, 50 x 76 mm, 6.0 m length, 10 packs.	ea	10		
299	SA Pine V5 timber, 38 x 38 mm, 6.0 m length, 4 packs of 12 each.	ea	4		
300	Corrugated galvanised sheet, 0.50 mm, Z275 coating, PM finish.	ea	102		
301	Corrugated ridging, rolltop, 3.6 m, eco-friendly.	m	14		
302	Corrugated galvanised sheet, 0.50 mm, Z275 coating, PM finish, 12 x 6 m	m	72		
303	Fascia board, 12 mm x 225 mm x 3.0 m.	ea	20		
304	Fascia jointer, 225 x 12 mm.	ea	40		
305	Rhino board, 3.6 m x 1200 mm, 6.4 m total.	ea	40		
306	Drywall screws, 3.5 x 25 mm, pack of 100.	ea	10		
307	European drywall screw, 4.8 x 75 mm, Q150.	ea	14		
308	Cornice, Tamara, 100 x 100 mm, 2 m x 4 pieces.	ea	60		
309	ALC cornice adhesive, 280 ml. Or similar approved	ea	30		
310	Flash liquid plastic, grey, 5 L.	ea	5		
311	Door frame, 813 x 2032 x 51 mm, N/S, Winsters FA1/NS, outside door frame.	ea	8		
312	Flash membrane, 200 mm x 10 m.	ea	5		
313	Exterior flush back door, hardwood.	ea	8		
314	Lock body, mortise, 4-lever, BBL standard.	ea	8		
315	Interior door, Sapele, Caterfoi.	ea	4		
316	Lock body, mortise, 2-lever, BBL standard.	ea	4		
317	Hinge, butt-weld, brass plated, 100 mm.	ea	26		
318	Window handle, RH14 / LH16, double chrome.	ea	30		
319	Window sliding stay, 150 mm, brass.	ea	20		
320	Window peg stay, 150 mm, brass.	ea	20		
321	HR sheet, 2.4 x 1.2 x 1.6 mm.	ea	5		
322	Square bar, 12 mm x 6 m, for burglar proofing.	ea	20		
323	Rawl bolt, M6 x 65 mm.	ea	50		
324	Pin rods, 2.5 mm, 5 kg, 6013	ea	2		
325	Ultra-large lock.	ea	9		
326	Hinge, heavy-duty butterfly, W500.	ea	20		
327	Square tube, 50 x 50 x 1.6 mm x 6 m, SABS657 (fence).	ea	40		
328	Square tube, 25 x 25 x 1.6 mm x 6 m, SABS657 (fence).	ea	36		
329	Weld mesh, 1.8 m x 50 x 50 x 2.5/2.0, 30 m.	ea	3		
330	Wheel kit, 80 mm x 36, complete.	ea	2		
331	Hill roller guide, PVC.	ea	4		
CARPENTRY MATERIAL CARRIED TO NEXT PAGE					

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>RATE</u>	<u>AMOUNT</u>
	BROUGHT FORWARD				
332	E-angle, 25 x 25 x 2 mm x 6.0 m.	ea	1		
333	Flat bar, 50 x 5 mm x 6.0 m	ea	2		
334	Ultra-large lock.	ea	1		
335	Square tube, 75 x 75 x 1.6 mm x 6.0 m, SABS657.	ea	1		
336	Lip channel, 75 x 50 mm, 2.5 mm thickness, 6.0 m.	ea	4		
337	Luxor primer, red oxide, 5 L. Or similar approved	ea	5		
338	MDL quick-dry enamel, white, 5 L. Or similar approved	ea	8		
339	Rush quick-dry thinners, 5 L.	ea	10		
340	Vermont cutting disc, 115 mm, steel cut (5 + 1 pack).	ea	4		
341	Cutting disc, 230 mm, 2 mm steel cut, Pferd.	ea	6		
342	MDF plain sheet, 16 mm, 2.75 x 1.83 m. Or similar approved	ea	5		
343	ALC wood glue, 5 L. Or similar approved	ea	1		
344	ALC construction silicone, 260 ml, clear. Or similar approved	ea	6		
345	Masonite sheet, 2.75 x 1.83 x 3.2 mm, white.	ea	4		
346	Fit hinge, chrome, 3 knuckle.	ea	20		
347	Roco handle bar, M/ST, satin chrome, 96 mm. Or similar approved	ea	20		
348	Top black slate, matt finish.	ea	1		
349	Vermont nails, 18G, 30 mm, 5000 pcs.	ea	1		
350	Square tube, 25 x 25 x 1.6 mm x 6.0 m, SABS657.	ea	22		
351	Door frame, MER, 2032 x 813 mm, 44 x 740 mm, inside door frame.	ea	4		
352	H-strip, 4.2 m x 7 mm.	ea	60		
353	IMP peg bracket, weld-on.	ea	16		
354	Glotool draught excluder, silver K4, for weather boards	ea	8		
	TOTAL CARPENTRY MATERIAL CARRIED TO FINAL SUMMARY				

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>RATE</u>	<u>AMOUNT</u>
	TRANSPORT COST				
	Distance to be travelled by the service provider when going to procure and delivery building material at Ngqamakwe Home Affairs				
355	Type A (1Ton) vehicle travelling rate	km	3000		
356	Type B (8Ton) vehicle travelling rate	km	5000		
357	Use of TLB	Hour	30		
	NON-SCHEDULED ITEMS				
	This item is for non-measured/non-scheduled materials. Quotation to be submitted prior the procurement or delivery of non-scheduled materials. No payment will be made without proof of approval or any instruction from the project leader.				
358	Allowance for non-schedule items	Sum	1	R300 000,00	R 300 000,00
359	Profit & Attendance to the above item	%			
TOTAL TRANSPORT COST & NON-SCHEDULED ITEMS TO FINAL SUMMARY					

	FINAL SUMMARY PAGE				
	Brick Work and Tiling Material				
	Plumbing Material				
	Electrical Material				
	Painting Material				
	Carpentry Material				
	Transport Cost & Non-Scheduled Items				
	SUB TOTAL				
	SUB TOTAL				
	Add Value Added Tax at the rate of 15%	TAX			
CC	Total quotation Amount Carried to PA 32 (Invitation to Bid)				

PA-11: 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 interest³ 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

⁽³⁾ 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.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".
For External Use

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES NO

2.2.1 If so, furnish particulars:

.....
.....

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

YES NO

2.3.1 If so, furnish particulars:

.....
.....

3. DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I declare 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 consortium⁴ 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.

⁴ 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.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".
For External Use

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 DECLARE THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

- 1 The Enterprise submits a Tender to the Department of Public Works in respect of the following project:

(project description as per Tender Document)

Tender Number: _____ *(Tender Number as per Tender Document)*

- 2 *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows:

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.



	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Tendering Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

1. The Enterprise submits a Tender, in consortium/joint venture with the following Enterprises:

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture)

to the Department of Public Works in respect of the following project:

(project description as per Tender Document)

Tender Number: _____ *(Tender Number as per Tender Document)*

- 1 *Mr/Mrs/Ms:

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows:

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

- 2 The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
- 3 The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address:

_____ Postal Code _____

Postal Address:

_____ Postal Code _____

Telephone number: _____ Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

The tendering enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

- * Delete which is not applicable.*
- NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Tendering Enterprise.
- In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (attach proof of shareholding / ownership hereto).
- Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a consortium/joint venture)*

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

- A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Department of Public Works & Infrastructure in respect of the following project:

(project description as per Tender Document)

Tender Number: _____ *(tender number as per Tender Document)*

B. Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (position in theEnterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the tender to the Enterprises in consortium/joint venture mentioned above.

C. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the consortium/joint venture accept joint and several liability for the due fulfilment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days' written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the consortium/joint venture as mentioned under item D above.

F. No Enterprise to the consortium/joint venture shall, without the prior written consent of the other Enterprises to the consortium/joint venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ Postal Code _____

Postal Address: _____

_____ Postal Code _____

Telephone number _____ Fax number: _____

E-mail address: _____



	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

The tendering enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).

DPW-16. TENDER BRIEFING MEETING CERTIFICATE

Project title:	SUPPLY AND DELIVERY OF BUILDING MATERIAL AT NGQAMAKWE HOME AFFAIRS		
Tender / Quotation no:	MTH 16/2025	Reference no:	1051

Date Bid Briefing Meeting: Friday, 06 March 2026

Time of Bid Briefing Meeting: 11H00

Venue: Ngqamakwe Old Post office, opposite Magistrate Court

This is to certify that I, _____

representing

attended the tender clarification meeting on: _____

I further certify that I am satisfied with the description of the work and explanations given at the tender clarification meeting and that I understand the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	SUPPLY AND DELIVERY OF BUILDING MATERIAL AT NGQAMAKWE HOME AFFAIRS		
Tender / Quotation no:	MTH 16/2025	Reference no:	1051

1. I / We confirm that the following communications received from the Department of Public Works before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Name of Tenderer	Signature	Date

2. I / We confirm that no communications were received from the Department of Public Works before the submission of this tender offer, amending the tender documents.

Name of Tenderer	Signature	Date

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender Number: MTH 16/2025

Name of Tenderer

EME² QSE³ Non EME/QSE (tick applicable box)

1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in rural / under developed area/township	Indicate if military veteran
1.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
2.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
3.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
4.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
5.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
6.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
7.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
8.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
9.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
10.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				

Where Owners are themselves a Company, Close Corporation, Partnership etc., identify the ownership of the Holding Company, together with Registration number

State date of South African citizenship obtained (not applicable to persons born in South Africa)

² EME: Exempted Micro Enterprise

³ QSE: Qualifying Small Business Enterprise

1. DECLARATION:

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

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2022, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date

DPW-09 PARTICULARS OF TENDERER'S PROJECTS

Project title:	SUPPLY AND DELIVERY OF BUILDING MATERIAL AT NGQAMAKWE HOME AFFAIRS		
Tender / Quotation no:	MTH 16/2025	Closing date: Wednesday, 18 March 2026	Time: 11H00

Note: The Tenderer is required to furnish the following particulars and to attach additional pages if more space is required.

1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

1.1. Current projects

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Work stages completed	Work stages in progress
1.						
2.						
3.						
4.						
5.						
6.						
7.						

1.2. Completed projects

Projects completed in the last 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Date of appointment	Date of completion
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						

Name of Tenderer	Signature	Date

PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender shall be awarded for:

1.3.1 Price: Maximum 80 points

1.3.2 Specific Goals: Maximum 20 points

1.4 The maximum points for this tender are allocated as follows:

PREFERENCE POINTS SYSTEM	80/20
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

1.5 Breakdown Allocation of Specific Goals Points

1.5.1 For procurement transactions with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals as listed in the table below are applicable:

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people	10	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	<ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. Or • Any Account or statement which is in the name of the Bidder. Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
			<ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. and Medical Certificate indicating that the disability is permanent or South African Social Security Agency (SASSA) registration indicating that the disability is permanent Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
5.	An EME or QSE or any entity which is at least 51% owned by black youth (2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.

- 1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.
- 1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

80/20 or 90/10

Where

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

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:

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

80/20 or 90/10

Where

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

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 tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:

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 tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender 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 tender 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 tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	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)
1. An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI)	10	
2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	
3. An EME or QSE or any entity which is at least 51% owned by women	4	
4. An EME or QSE or any entity which is at least 51% owned by people with disability	2	
5. An EME or QSE or any entity which is at least 51% owned by youth.*	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs



1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

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

<p>.....SIGNATURE(S) OF TENDERER(S)</p> <p>SURNAME AND NAME:</p> <p>DATE:</p> <p>ADDRESS:</p> <p>.....</p> <p>.....</p> <p>.....</p>

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Construction Business:	
Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	“Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%

Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of _____/_____/_____ the annual Total
Date/ month / year

Revenue was R10, 000,000.00 (Ten Million Rands) or less

Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature & stamp



SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Construction Business:	
Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	“Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

I hereby declare under Oath that:

- The Enterprise is _____% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%

Based on the Audited Financial Statements/ Financial Statements and other information available on the latest financial year-end of _____/_____/_____

(the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

3. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
4. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature & stamp



PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

BID NUMBER: MTH 16/2025

BID/ PROJECT DESCRIPTION: SUPPLY AND DELIVERY OF BUILDING MATERIAL AT NGQAMAKWE HOME AFFAIRS

NOTES:

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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

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 any thing 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 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 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 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 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 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 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 itself 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 their 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 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 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 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 this 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 outside of the contract small quantities or to have minor essential services executed if an emergency arises, the 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 cancelling 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 of not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide 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 on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any 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 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 the restriction; and
- iv) The reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons 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 ten years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its 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 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 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 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 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 the 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 contract unless they Otherwise agree; and
(b) the purchaser shall pay the supplier any monies due 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
- (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

33. National Industrial Participation Programme (NIPP)

- 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.



SPECIAL CONDITIONS OF BID

1. INTERPRETATION

- 1.1. The word "Bidder" in these conditions shall mean and include any firm of Contractors, Services Providers or any company or body incorporated or unincorporated or any other legal entities.
- 1.2. The word "Department" in these conditions shall mean the DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
- 1.3. Any reference to words "Bid" or "bidder" herein and or any other documentation shall be construed to have the meaning as the words "Tender" or Tenderer".

2. PRECEDENCE

- 2.1. If any other condition (bid rule) in the bid document is in contradiction with the "Special Conditions of Bid" the "Special Conditions of Bid" will take preference.
- 2.2. The "Special Conditions of Bid" can only be amended by an official addendum before the closing date of the bid.

3. GENERAL BID RULES

- 3.1. "Written" or "in writing" means hand-written in non-erasable ink or any form of electronic or digital writing and or a combination thereof.
- 3.2. The digital and or electronic completion and signing of documents is permitted.
- 3.3. A bidder participates in this bid process entirely at its own risk and cost.
- 3.4. The Department may accept or reject any bid offer and may cancel the bid process (or reject all bid offers at any time) prior to the formation of a contract, due to the following:
 - 3.4.1. due to changed circumstances, there is no longer a need for the goods or services specified in the invitation;
 - 3.4.2. funds are no longer available to cover the total envisaged expenditure;
 - 3.4.3. no acceptable tender is received;
 - 3.4.4. there is a material irregularity in the tender process; or
 - 3.4.5. there is material change in the scope of works.
- 3.5. The Department shall not accept or incur any liability for such cancellation or rejection or acceptance, but will give written reasons for such action upon receiving a written request to do so.
- 3.6. Completed bid documents in a sealed envelope, endorsed with the relevant bid number, bid description and the closing, must be deposited in the bid box as indicated in the bid document.
- 3.7. Bidders must ensure that bids submitted via courier services are deposited by the courier service in the Departmental Bid box, prior to the closing date and time. The Department will not accept responsibility for any bids, which are not timeously deposited in the Bid Box.
- 3.8. A Bid will be treated as a late bid, if it is not received in the bid box. The Department will not accept responsibility for any late depositing of bids or for the non-depositing of bids in the bid box, which are as a result from an act committed or omitted by an official. This is not limited to the following cases:
 - 3.8.1. A Bidder handed over its bid to a departmental official or to the security services personnel timeously, but they omits to deposit the bid in the bid box on or before the closing date and time.
 - 3.8.2. If a courier service delivers the bid to a departmental official or to the security services personnel timeously and it is not deposited in the bid box timeously.
 - 3.8.3. The bid documents were send through mail / Post Office and it is not timely collected and or timely deposited in the Departmental Bid Box.



- 3.9. Bids received after the closing date and time will not be accepted for consideration and where practical, be returned unopened to the Bidder(s).
- 3.10. The bidder must be registered on the Central Supplier Database (CSD) for government prior to the award and must be active on the CIDB where applicable.
- 3.11. Bidders are not allowed to recruit or shall not attempt to recruit an employee of the Department for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof.

4. AMBIGUITIES/ CONTRADICTIONS

- 4.1. If a bidder becomes aware of any ambiguities or contradictions in the bid document or the specifications, drawings or descriptions or functionality or quality, or any part of the bid document, this should be clarified with the Department, at least five (5) working days before the closing time stated in the tender data.
- 4.2. If the Department found, after the closing date of the bid, that there is an ambiguity/ contradiction in the bid document , the Department reserves the right to:
 - 4.2.1. If the ambiguity/ contradiction in the bid document is of an administrative nature, request bidders to correct any non-compliances caused by the ambiguity/ contradiction or
 - 4.2.2. Cancel the bid and process

5. PERIOD OF VALIDITY FOR BIDS AFTER CLOSING DATE

- 5.1 All Bids must remain valid from the closing date for a period as stipulated in the bid document.
- 5.2 The Department reserves the right to request for the validity extensions of bids, should it deemed necessary. The following conditions will apply when the Department request for a validity extension of a bid:
 - 5.2.1 The request for a validity extension will be done while the validity period of the bids are still valid.
 - 5.2.2 Bidders have the right to refuse the extension of the validity period of their bids.
 - 5.2.3 If a request for validity extensions are send to bidders while the validity period of the bids are still valid, non-replying to the request for validity extension before the expiry date will be deemed a tacit agreement to the extension of the validity period. The Department will communicate with the affected bidders to confirm such tacit agreement.
 - 5.2.4 Should the bidder not agree with the tacit agreement, the bidder shall be deemed to be non-responsive and not considered for further evaluation.
 - 5.2.5 If a bidder(s) refused a validity extension, it will be deemed that the bidder(s) had withdrawn their bids from the bidding process. The Department reserves the right to continue with its bid evaluation and adjudication of the remaining bids and finalise the process.

6. BRAND NAMES

- 6.1 Wherever a brand name is specified in this bid 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.

7. CONTRACTUAL PRICE ADJUSTMENTS

- 7.1 The Bid will not be subjected to any price escalation.



8. AUTHORITY TO SIGN BID DOCUMENTS

- 8.1 No authority to sign (PA 15.1: Resolution of Board of Directors) is required from an enterprise which has only one director or is a sole ownership.
- 8.2 In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence should be submitted with the bid at the closing time, that the Bid has been signed by a person properly authorised by resolution of the directors or under the articles of the entity. For that purpose, forms PA-15.1-15.3 (Resolution of Board of Directors) are included in the bid document for completion by the relevant Board(s) of Directors
- 8.3 The department further accepts that, in the absence of a PA 15.1: Resolution of Board of Directors, any director or any member of the enterprise may have the authority to bind the enterprise. Therefore the following will apply when only one director or one member of the enterprise signed the bid documents:
- 8.3.1 The signature of any one of the directors or any one of the members of the enterprise will bind the enterprise and all the directors/ members of the enterprise. This condition will therefore render the bid valid; and
- 8.3.2 The Department will verify the authority to sign (if deemed necessary) and where possible, may request proof of such authority of the relevant director or relevant member to act on behalf of the enterprise in the form of a “Resolution of the Board of Directors”, if such “ (PA 15.1: Resolution of Board of Directors),” was not submitted with the bid or was not completed or was incorrectly completed,
- 8.4 In the case of a sub-contractor agreement, a joint venture or consortia, the signing of the sub-contractor agreement, or Joint Venture or Consortia agreement by any director or member of each of the parties to the agreement, will render the sub-contractor agreement or Joint Venture or Consortia agreement valid. Therefore:
- 8.4.1 The Department reserves the right to request from each party to the sub-contractor agreement or Joint Venture or Consortia” agreement, proof of such authority of the relevant director or relevant member to act on behalf of the enterprise(s), in the form of a “Resolution of the Board of Directors”, if it was not submitted with the bid or was not completed or was incorrectly completed,
- 8.5 In the event that a non-member or non-director to the enterprise(s) sign the bid documents and or sign a joint venture or consortia agreement, an “Authority to sign” issued by a director of the enterprise(s) or by the Board of Directors of the enterprise(s) must be submitted with the bid at the closing date. Failure to comply with this requirement at the closing date of the bid, will invalidate the bid submitted.

9. CONTRACT PERIOD

- 9.1 The expected contract period is as stipulated in the Contract Data. The construction period is as stipulated within the Contract Data from date of handing over of site in the case of contractors.

10. NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER

- 10.1 The Bid will be awarded to the bidder who scores the highest PPPFA number of points:
- 10.1.1 The Department reserves the right to negotiate with bidders a reasonable market price /offer should an offer not be market related.

11. AWARD OF CONTRACTS TO TENDERERS NOT SCORING HIGHEST POINTS

The Department reserves the right to award the bid to a tenderer, other than the highest scoring bidder, after having applied an objective criteria (i.e risk assessment, as per the risk assessment criteria in the notice to invitation to tender/quote).



12. TAX COMPLIANCE

- 12.1 No tender shall be awarded to a bidder who is non tax -compliant.
- 12.2 All bidders' tax matters must be in order prior to award.
- 12.3 Bidders' tax matters will be verified through CSD.
- 12.4 If the recommended bidder's tax status is non-compliant, the recommended bidder must submit written proof from SARS of their tax compliant status or submit written proof that they have made an arrangement with SARS to meet their outstanding tax obligations.
- 12.5 The recommended bidder will be given a maximum of seven (7) working days to correct their tax compliance status.
- 12.6 Failure to comply within seven (7) working days, from the date of the request, the Department will reject the bid submitted by the bidder.

13. REGISTRATION AS A VAT-VENDOR

- 13.1 Non-VAT vendors do not have to include VAT in their bid prices.
- 13.2 Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R1 million, must include VAT in the prices quoted and must therefore immediately upon award of the contract, register with the South African Revenue Service (SARS) as VAT vendors.
- 13.3 The award of contract would be conditional (for Non-VAT vendors who included VAT in their prices) conditional pending the successful bidder submitting proof of registration as VAT vendor with SARS within 21 days of award.
- 13.4 Failure to comply within 21 days after being notified to do so will lead to the automatic withdrawal of the "provisional letter of award" and elimination of the bidder's offer.
- 13.5 VAT vendors must include VAT in their bid prices and failure to comply will lead to an automatic elimination of the bidder's offer.
- 13.6 In all other instances, where bidders have excluded VAT from the prices quoted, if the bidder is successful, the letter of award will clearly state that the price at which the contract is awarded is exclusive of VAT and that VAT will not be added on at any stage after the contract has been signed.
- 13.7 If a Non-VAT vendor/ bidder is contracted with the Department with a price which is Excluded Vat, and it becomes a VAT vendor after award or alternatively becomes a VAT vendor due to a cumulative number of awards, the bidder will have to absorb the adverse financial implications of not including VAT in their price quoted. VAT cannot be claimed from the Department for any payments already made or from any future payments.

14. CERTIFICATION OF DOCUMENTS

- 14.1 Where so required in the bid documents, bidders are required to submit copies which are certified as a "true copy of the original".
- 14.2 If a bidder submitted an uncertified copy of an original document, or an original copy which is not correctly certified, the bidder will be afforded an opportunity to correct such non-compliance within a minimum period of 48 hours as follows:
 - 14.2.1 The corrected noncompliance must be made from the initial copied document and not from a new document or from another document.
- 14.3 All bidders' whose copies complies with the minimum requirements above, will be "deemed in order" and will be subjected for consideration in further evaluation processes, even if the Department did not request any corrections.
- 14.4 No submissions of new or alternative documents or certified copies of new or alternative documents will be allowed after the bid closing date.
- 14.5 The Department will not accept a copy of a copied document and will not provide any bidder an opportunity to correct such a non-compliance.



15. REQUIREMENTS FOR A VALID BBBEE CERTIFICATES AND SWORN AFFIDAVITS

A valid B-BBEE Certificate is a B-BBEE Certificate which has not expired at the closing date of the bid.

15.1 A "Sworn Affidavit" must comply with the following minimum requirements to be considered valid:

15.1.1 The "Sworn Affidavit" must not be expired at the closing date.

15.1.2 All the mandatory sections in the affidavit must be completed in ink.

15.1.3 If a percentage ownership is zero (0) % on paragraph 3, it is not mandatory to complete the field. It can be left blank.

15.1.4 The BBBEE Level Contributor must be indicated (ticked)

15.1.5 The Annual Total Revenue must be based on the latest financial year-end's Financial Statements/Management Accounts and other information of the bidder.

15.1.6 A "Sworn Affidavit" based on information from financial periods prior to the latest financial year-end of the bidder or for a financial year which has not yet ended, is invalid.

15.1.7 The latest financial year-end must be clearly indicated by the bidder (Deponent) in the "Sworn Affidavit". An omission of the financial year will invalidate the submitted "Sworn Affidavit".

15.1.8 The financial year must clearly indicate: day/month/year.

15.1.9 The "Sworn Affidavit" must be correctly completed, signed and dated by the bidder (Deponent).

15.1.10 The "Sworn Affidavit" submitted must be correctly signed and stamped by the "Commissioner of Oath".

15.1.11 For construction bids, a "Sworn Affidavit" issued in terms of the Amended Construction Sector Code; (Gazette Vol. 630 No. 41287) and in terms of paragraph 3.6.2.4.1 (B) must be used. All other the conditions applicable to "valid sworn affidavits" as per this "Special Conditions of Bid" will apply. In addition, for Construction Sector Affidavits, the annual turnover table must also be completed

16. AWARDING OF POINTS FOR SPECIFIC GOALS (PA-16)

16.1 In accordance with the PPPFA regulations 2022, bidders will not be eliminated if they do not submit a BBBEE – certificate or a "valid sworn affidavits". The bidder will not be scored for points, but will be evaluated further.

16.2 For a bidder to be awarded points for specific goals as per the bid, the bidder must submit proof as specified in the bid document with the bid at the closing date and time.

16.3 The requirements of a valid BBBEE-Certificate and or "Sworn Affidavit" as specified in the Special Conditions of Tender applies.

16.4 Parties in an unincorporated joint venture must submit its own consolidated B-BBEE certificate, which has not expired at the closing date of the bid.

16.5 If a bidder submit with the bid at the closing date the required proof for specific goals, as specified in the bid document, but the proof is not certified or is certified incorrectly, the bidder will be given a minimum of 48 hours to submit a copy which is correctly certified. The copy maybe certified after the closing date of the bid. The copies maybe certified after the closing date of the bid.



- 16.6 If a bidder submit at the closing date of the bid a valid proof as specified in the bid document, but the bidder's PA 16 is not signed or dated or witnessed or it is not properly completed, or its not completed or submitted or did not claim points, the bidder will be given a minimum of 48 hours to submit or correctly complete its PA 16.
- 16.7 All bidders' whose submitted proof as specified in the bid document and it complies with the minimum requirements above, will be "deemed in order" and will be subjected for consideration in further evaluation, even if the Department did not request any corrections/ certifications.
- 16.8 No submissions of alternative proof for specific goals as specified in the bid document will be allowed after the bid closing date.
- 16.9 Bidders who failed to submit the required proof for points for specific goals, will not be scored for the relevant specific goal(s), but there offers will still be evaluated further.

17 BIDDER'S DISCLOSURE/ BIDDER'S DECLARATION (PA - 11)

- 17.1 The Department will afford a bidder an opportunity to correct its PA-11 form, if the bidder omitted to sign or to complete or to properly complete this form.
- 17.2 A bidder's offer maybe eliminated if the bidder's declaration is proven false during the bid evaluation process.

18 FORM OF OFFER AND ACCEPTANCE

- 18.1 The tender amount in words takes precedence, where there is a discrepancy between the amount in figures, and the amount in words will govern.
- 18.2 The successful bidder will be required to balance its rates prior signing of a contract.
- 18.3 If the tenderer makes an obvious grammatical error in the amount of words, the wording will be compared to all the submitted comparative figures (i.e. the amount in figures on the submitted "Form of Offer and Acceptance" and the amount stipulated in the bills of quantities or the final summary page, or activity schedule or pricing schedule) and if deemed the same:
 - 18.3.1 The tenderer's offer will not be disqualified.
 - 18.3.2 The tenderer can be requested to correct the error and ratify its "Form of Offer and Acceptance".
- 18.4 If there is no amount in words, the amount in figures on the submitted "Form of Offer and Acceptance" will be compared to all the submitted comparative figures (i.e. the amount stipulated in the submitted bills of quantities or the final summary page or the activity schedule, or the pricing schedule) and if deemed the same:
 - 18.4.1 The tenderer's offer will not be disqualified.
 - 18.4.2 The tenderer can be requested to correct the omission of the amount in words and ratify its "Form of Offer and Acceptance".
- 18.5 In addition to the above, the form of Offer and Acceptance, must at the closing date of the bid, comply with the following minimum criteria:
 - 18.5.1 It must be signed by an authorised person of the Bidder;
 - 18.5.2 The Surname with Initials/ Name of the authorised person must be clearly indicated;
 - 18.5.3 The date on the form of offer must be completed;
 - 18.5.4 The name of the bidder/ legal entity must be clearly indicated.
- 18.6 If both the "amount in words" and the "amount in figures" is not completed, the bid will be eliminated.

19 CORRECTION OF ERRORS

- 19.1 Only the authorised signatory to the tender should initial corrections in the tender document.
- 19.2 All corrections must be in non-erasable ink and the use of correcting fluid (tippex) is prohibited.
- 19.3 In the event that a correction is not initialled or the correction is initialled by a person not having the prescribed authority, the Department will:
 - 19.3.1 Seek the necessary clarification from the tenderer and;
 - 19.3.2 If accepting the response from the tenderer, evaluate the bid further and or;
 - 19.3.3 Allow the tenderer to correct/ ratify any noncompliance, where necessary.

20 CONDITIONS WITHDRAWN FROM THE GENERAL CONDITIONS OF CONTRACT

- 20.1 N/A

21 INCOMPLETE SECTIONS OR SCHEDULES IN BID DOCUMENTS

- 21.1 Bidders' who omitted or incorrectly completed a section(s) or a schedule(s) in the bid document, but have submitted with the bid the required/ specified proof or supportive documents for that particular sections of the document, maybe allowed to correct such non-compliance.

22 TESTIMONIALS

- 22.1 The word "testimonial" and "reference letter" means the same
- 22.2 Testimonials must be submitted with the bid and must comply with the following minimum requirements to be considered valid:
 - 22.2.1 The testimonials must be signed.
 - 22.2.2 The project must be within the period specified in the bid.
 - 22.2.3 The testimonial's contract period and R- value must be for a single contract and not the sum of various contracts.
 - 22.2.4 The project must have a minimum contract period as specified in the bid.
 - 22.2.5 The testimonial must clearly indicate the contract start date and contract end date/ practical completion date.
 - 22.2.6 The testimonial must indicate the client's name, contact particulars and Email address.
 - 22.2.7 The testimonial must be dated.
 - 22.2.8 The testimonial must be stamped by the client. If the testimonial is not stamped, the Department may still consider the testimonial after the authenticity has been verified by the Department.
- 22.3 In the case of a rates based contract, the actual expenditure or work certified will be deemed the contract value.
- 22.4 The bidders performance should be indicated in the testimonial either as (or indicated as a combination of):
 - 22.4.1 An unacceptable performance or
 - 22.4.2 Not unacceptable, but needs Improvement or
 - 22.4.3 A Satisfactory performance or
 - 22.4.4 Above Satisfactory



22.4.5 Excellent performance

- 22.5 If the bidder's performance is not indicated in the testimonial, the Department will deem that the bidder's performance was unsatisfactory and will not verify the contrary.
- 22.6 It is the bidder's responsibility to ensure that their references are contactable.
- 22.7 The Departmental will only engage once with the bidder to provide alternative contact numbers to verify the testimonial, if it is not contactable on the Department's first attempt.
- 22.8 If the Department receives no response on the bidder's testimonials, the bidder will be deemed to have performed unsatisfactory work on the relevant project. Also a "no comment" reply will be deemed as an unsatisfactory performance.
- 22.9 Bidders will not be afforded to submit new testimonials, if their initial references/ testimonials are not responding.
- 22.10 An appointment letter/ award letter and or signed contract are not accepted as a testimonial.
- 22.11 Bidders may use the testimonial template provided in the bid document (if included in the Bid Document) or may use the format of their clients. The testimonial must cover the minimum requirements as specified in this special conditions.

23 POINTS FOR SPECIFIC GOAL:

23.1 The Department will give points for specific goals for this bid as per the table below:

23.1.1 For cases with a rand value greater than R 2000,00 and up to a R 1million (inclusive of all applicable taxes), the specific goals as listed in the table below applies:

The following specific goals are applicable (Maximum 20 points)	
Description of Specific Goal for which points will be allocated	Points
1. An EME or QSE or any entity which is at least 51% owned by black people	10 points
2. An EME or QSE which is at least 51% owned by women	4 points
3. An EME or QSE which is at least 51% owned by people with disabilities	2 points
4. An EME or QSE which is at least 51% owned by youth	2 points
5. Located in Eastern Cape Province	2 points
TOTAL POINTS	20 points

23.1.2 For cases with a rand value greater than R 1 million and up to a R 50 million (inclusive of all applicable taxes), the specific goals as listed in the table below applies:

The following specific goals are applicable (Maximum 20 points)	
Description of Specific Goal for which points will be allocated	Points
1. An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI)	10 points
2. An EME or QSE which is at least 51% owned by women	4 points
3. An EME or QSE which is at least 51% owned by people with disabilities	2 points
4. An EME or QSE which is at least 51% owned by youth	2 points
5. Located in Eastern Cape Province	2 points
TOTAL POINTS	20 points

24 THE OTHER ADDITIONAL INFORMATION WHICH MAY BE REQUIRED FOR EVALUATION



CRITERIA	SPECIAL CONDITIONS OF BID
a) A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement - CK1
b) A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation - CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c) A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d) A profit company duly registered as a public company.	Copy of Certificate of Incorporation - CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.
e) A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i. The Founding Statement - CK1; and ii. The Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f) A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.
g) A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary(ies) as well as the purpose of the Trust and the mandate of the Trustees.

25 DISCLAIMER

25.1 It is impractical and cumbersome for the Department to communicate with all qualifying bidders to correct/ ratify all eligible matters as articulated in this "Special Conditions of Bid". The Department therefore reserves the right and discretion, during its evaluation and other administrative processes to:

25.1.1 Limit its correspondences for corrections/ ratifications/ clarities to potential higher point scoring bidders only and to

25.1.2 Further evaluate any potential qualifying lower scoring bidder(s) as "deemed responsive" without requesting the corrections/ ratifications of a matter which is eligible as per the "Special Conditions of Bid".