



PIXLEY KA SEME

DISTRIKSMUNISIPALITEIT
DISTRICT MUNICIPALITY
U-MASIPALA WENGINGQI

Culvertweg
Privaatsak X1012
DE AAR
7000
Telefoon (053) 631-0891/2-6
Faks (053) 631-2529
e-mail: pixley@telkomsa.net

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DISTRIKSMUNISIPALITEIT

2026 -10- 01

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DISTRICT MUNICIPALITY

Culvert Road
Private Bag X1012
DE AAR
7000
Telephone (053) 631-0891/2-6
Fax (053) 631-2529
e-mail: pixley@telkomsa.net

Verwys:
Refer: 8.2

Navrae:
Enquiries: Lindeka Tshaliti

Datum:
Date: 01/10/2026

Dear Sir / Madam

QUOTE 07/2026: REQUEST FOR FORMAL WRITTEN PRICE QUOTATION – SUPPLY AND DELIVERY OF HARDWARE MATERIALS FOR EPWP PROJECTS.

Kindly furnish the District Municipality with a written price quotation for supply and delivery of hardware materials for EPWP projects.

The quotation can either be posted or delivered by hand to our offices in De Aar before 12H00 09 October 2026.

The following terms and conditions will apply:

- Price(s) quoted must be firm and must be inclusive of VAT.
- Central Supplier Database registration report - **Compulsory** (not older than 3 months)
- Copies of Company Registration Documents (CK)
- **Certified ID copies of company director/s.**
- Original or certified copy of valid B-BBEE Certificate or **original** Sworn-Affidavits only SANAS accredited or Sworn-Affidavits will be accepted
- The price quotation is expected to be within a threshold of **R30 000.00** and **R200 000.00** Inc. VAT.

- Copy of current municipal account for both Director/s & Company (not older than 3 months) from the closing date of the quotation and must not be in arrears for more than 3 months, **failure to submit the required municipal account(s), as stipulated above, will render the bid non-responsive and the bid will be disqualified from further evaluation.**
- The bidder must submit a recent municipal account as proof of payment of municipal rates and taxes, **not older than three (3) months** from the closing date of the quotation.
- If the bidder operates from rented/leased premises, the bidder must submit a copy of a valid and signed lease agreement with the relevant landlord/authority. The lease agreement must clearly indicate that municipal rates, taxes and/or municipal service charges are included in the rental amount and confirmation letter that the rental account is not in arrears. **Failure to submit the required lease agreement and supporting proof will render the bid non-responsive.**
- If the bidder operates in a rural area, the bidder must submit a valid letter issued by the relevant Tribunal Authority confirming its authority to operate in the applicable rural area. **Failure to submit the required letter will render the bid non-responsive.**
- For this purpose, the enclosed Price Schedule must be scrutinised, completed and submitted together with your quotation.
- This quotation will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Policy Framework Act (No. 5 of 2000) and;
- Preferential Procurement Regulations 2022.
- The successful provider will be the one scoring the highest points and will not always be the lowest bidder.
- All certified copies should not be more than three months from the date of the advertisement.

Yours faithfully



A handwritten signature in black ink, appearing to be 'I. Visser', is written over a horizontal line. The signature is stylized with a large initial 'I' and a long, sweeping tail.

I.VISSER
MUNICIPAL MANAGER

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR PIXLEY KA SEME DISTRICT MUNICIPALITY, DE AAR

BID NUMBER: **Q07/2026** CLOSING DATE: **09 October 2026** CLOSING TIME: **12H00**

REQUEST FOR FORMAL WRITTEN PRICE QUOTATION - SUPPLY AND DELIVERY OF HARDWARE MATERIALS FOR EPWP PROJECTS.

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7)

BID DOCUMENTS MAY BE POSTED TO:

PIXLEY KA SEME DISTRICT MUNICIPALITY
PRIVATE BAG X1012
DE AAR
7000

OR

DEPOSITED IN THE BID BOX SITUATED AT

PIXLEY KA SEME DISTRICT MUNICIPALITY
CULVERT ROAD
DE AAR
7000

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

1. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER.....
POSTAL ADDRESS.....
STREET ADDRESS.....
TELEPHONE NUMBER CODE..... NUMBER.....
CELLPHONENUMBER.....
FACSIMILE NUMBER CODE..... NUMBER.....
E-MAIL ADDRESS:
VAT REGISTRATION NUMBER.....
HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2)
YES/NO
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ☐
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION
SYSTEM (SANAS) ☐
A REGISTERED AUDITOR ☐
(Tick applicable box)
ARE YOU THE ACCREDITED **REPRESENTATIVE IN SOUTH AFRICA FOR THE**
GOODS/SERVICES/WORKS OFFERED? YES/NO
(IF YES ENCLOSE PROOF)
SIGNATURE OF BIDDER:
DATE.....
CAPACITY UNDER WHICH THIS BID IS SIGNED.....
TOTAL BID PRICE:.....
TOTAL NUMBER OF ITEMS OFFERED.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity:	Pixley Ka Seme District Municipality
Department:	Supply Chain Management
Contact Person:	Ms. Lindeka Tshaliti
Tel :	053 631 0891
E-Mail :	ltshaliti@pksgdm.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Department:	Infrastructure, Development, Housing & Planning
Contact Person:	Mrs. Nicole Sebothoma
Tel:	053 631 0891
E-Mail:	nwitbooi@pksgdm.gov.za

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are to be registered on the Central Suppliers Database of SARS, therefore proof of registration will do by submitting a Tax Compliance Status Letter who wish to submit bids.
2. Previously a taxpayer (bidder) was required to submit a valid, original paper Tax Clearance Certificate (TCC), the tax payer/ bidder MUST now submit TAX COMPLIANCE STATUS PIN NO. Bids WILL NOT be considered if the correct PIN NO and Tax Reference Number are not included in this document
3. Applications for the Tax Clearance Certificates MUST be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za or contact the SARS Contact Centre on 0800007277
4. 3. The bidder (Name) Hereby grants Pixley ka Seme District Municipality permission to use the following TAX COMPLIANCE STATUS PIN NO With reference to the following Tax reference Number.....
5. The bidder (Name)hereby further grants SARS permission to disclose the bidders TAX COMPLIANCE STATUS to Pixley ka Seme District Municipality on an on-going basis during the Contract Term.
6. A bidder who appoints a Sub-Contractor / Joint Venture / Consortia to execute a portion of a contract (Sub-Contractor in excess of National Treasury threshold) must ensure that each appointment is TAX COMPLIANT and remains TAX COMPLIANT for the duration of the contract. Successful bidders must provide Pixley ka Seme District Municipality authority from their appointments confirming that SARS may, on an on-going basis during the contract term, disclose the appointed Sub-Contractor / Joint Venture / Consortia TAX COMPLIANCE STATUS.
7. A bidder who acts on behalf of an undisclosed principal must disclose such a fact upon submission of a bid as well as identity of that principal. The TAX COMPLIANCE STATUS of that principle must be verified in the same manner as that of the bidder. The same principle applies mutatis mutandis to any Sub-Contractor / Joint Venture / Consortia appointed by a successful bidder to execute a portion of a contract.
8. The TAX COMPLIANCE STATUS of all parties must be disclosed and verified if the bidder consist of a partnership.

SIGNATURE ON BEHALF OF TENDERER:DATE:

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

NOTE:

- **ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**
- **ALL DELIVERY COSTS MUST BE INCLUDED IN THE BID PRICE**
- **DOCUMENT MUST BE COMPLETED IN NON-ERASABLE INK**

I/We ----- (full name of Bidder) the undersigned in my capacity as ----- of the firm ----- hereby offer to Pixley Ka Seme District Municipality the supply and delivery of the goods/service as described, in accordance with the specifications and conditions of contract to the entire satisfaction of the Municipality and subject to the conditions of RFQ, for the amounts indicated hereunder:

Name of Bidder: Quote Number:

Closing Time: Closing Date:

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

ITEM QUANTITY DESCRIPTION BID PRICE IN RSA CURRENCY NO. *(ALL APPLICABLE TAXES INCLUDED)

- Brand and Model
- Country of Origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

TERMS OF REFERENCE

REQUEST FOR FORMAL WRITTEN PRICE QUOTATION – SUPPLY AND DELIVERY OF HARDWARE MATERIALS FOR EPWP PROJECTS.

1. INTRODUCTION

Pixley ka Seme District Municipality invites suitably qualified and capable service providers to submit formal written price quotations for the supply and delivery of hardware materials required for Expanded Public Works Programme (EPWP) projects within the Municipality.

The procurement is intended to ensure that the required hardware materials are available when needed to support the implementation and completion of approved EPWP projects.

All materials supplied must be of good quality, fit for their intended purpose, and comply with the applicable South African standards and specifications where relevant.

2. BACKGROUND

The Expanded Public Works Programme (EPWP) is a government programme aimed at providing temporary work opportunities and income support to unemployed and economically vulnerable persons through the implementation of public and community-based projects.

Pixley ka Seme District Municipality implements EPWP-related activities as part of its approved programmes and projects. The successful implementation of these projects requires the Municipality to procure various hardware materials, tools, building materials and related supplies.

The Municipality therefore intends to appoint a suitable service provider to supply and deliver the required hardware materials in accordance with the specifications and quantities contained in the applicable pricing schedule.

The procurement will be undertaken in accordance with the Municipality's Supply Chain Management Policy and applicable legislation governing municipal procurement.

3. PURPOSE AND OBJECTIVE OF PROJECT

The purpose of this procurement is to appoint a suitably qualified and experienced service provider for the supply and delivery of hardware materials for EPWP projects.

The objectives are to:

- Ensure the timely availability of required hardware materials for EPWP projects;
- Support the effective implementation and completion of approved EPWP activities;
- Procure materials that are of acceptable quality and fit for their intended purpose;
- Ensure that materials are supplied in accordance with the quantities and specifications provided by the Municipality;
- Promote value for money in the procurement of hardware materials;
- Minimise delays in EPWP project implementation caused by shortages or non-availability of materials; and
- Ensure proper delivery, verification and accountability of materials supplied to the Municipality.

4. SCOPE OF WORK

The appointed service provider will be required to supply and deliver hardware materials as specified by the Municipality for use in approved EPWP projects.

The scope of work shall include, but not necessarily be limited to, the following:

4.1 Supply of Materials

The service provider shall supply the hardware materials listed in the Municipality's pricing schedule, including applicable building, construction, maintenance and general hardware materials required for EPWP activities.

The materials must:

- Comply with the specifications provided by the Municipality;
- Be new and unused unless otherwise specified;
- Be of acceptable commercial quality;
- Be suitable for the intended application;
- Be supplied in the quantities ordered by the Municipality; and
- Be free from defects or damage.

5. TECHNICAL SPECIFICATIONS

The service provider must supply materials strictly in accordance with the specifications and quantities contained in the Pricing Schedule.

The following minimum requirements shall apply:

Item	Trade	Material / Component	Detailed Minimum Specification	Unit
1.	Wall preparation	Interior crack filler	Interior crack/filler compound, approximately 5 kg.	tub
2.	Wall preparation	Sandpaper	Mixed medium/fine abrasive paper suitable for paint preparation; pack minimum 10 sheets.	pack
3.	Plastering	Plaster bonding liquid	Masonry/plaster bonding agent, approximately 5 L container.	5 L
4.	Masonry	Matching clay face bricks – close former Store Room external D1 opening	Good-quality clay face bricks to match the existing external face-brick wall as closely as practicable in colour, texture and dimensions; suitable for external exposure.	Nr
5.	Masonry	Standard Internal Burnt Clay or Cement stock brick	Good-quality SABS/SANS-compliant burnt clay or cement stock bricks suitable for internal plastered masonry. Bricks to be sound, uniform and free from excessive cracks or damage. For construction of approximately 6.0 m × 2.4 m = 14.4 m ² of 110 mm brick wall replacing existing wall panelling	Nr

6.	Masonry	Cement for brickwork, Plastering and making good	SABS/SANS compliant general-purpose cement, 42.5N, 50 kg bags, for brick mortar, lintel bedding and plaster/making-good around altered openings.	bag
7.	Masonry	Precast concrete lintels	Precast reinforced concrete lintel, minimum 1.5 m long, sized for nominal 110 mm leaf; SANS-compliant or approved equivalent.	Nr
8.	Masonry	Brickforce / hoop iron	Galvanised brickforce suitable for 110 mm brickf, approximately 75–90 mm wide, supplied in standard lengths.	m
9.	Masonry	Wall ties / masonry anchors	Galvanised hoop iron/strapping suitable for tying new brick infill into existing masonry. Minimum approximately 20–25 mm wide, corrosion resistant	m
10.	Masonry	DPC / damp-proof membrane	375-micron black polyethylene DPC strip or approved equivalent, minimum 220 mm wide.	m
11.	Painting	Plaster primer	Good-quality alkali-resistant plaster primer/high-hide white wall undercoat, 20 L; compatible for bare cement plaster.	20 L
12.	Painting	Universal Undercoat	Good-quality alkali-resistant plaster primer/high-hide white wall undercoat, 20 L; compatible with acrylic topcoat and suitable for previously painted/bare cement plaster.	20 L
13.	Painting	Light Grey enamel paint for internal walls	Good-quality washable non-yellowing polyutherane enamel (water-based or quick-dry solvent based), satin or semi-gloss, 20 L. Colour: LIGHT TO MID GREY, target LRV approximately 45–55, final sample approved by Infrastructure	20 L
14.	Painting	Washable white interior acrylic wall paint	Good-quality washable acrylic/PVA, matt or low-sheen, 20 L. Colour: VERY LIGHT WARM NEUTRAL/OFF-WHITE, target LRV approximately 75–85, final sample approved by Infrastructure.	20 L
15.	Painting	Enamel undercoat for doors/frames	Universal/wood undercoat suitable below solvent-based enamel, 5 L.	5 L
16.	Painting	Hard-wearing White gloss enamel	Good-quality washable solvent-based gloss enamel for timber doors/frames and suitable metal trim, 20 L, approved colour.	20 L
17.	Painting	230 mm roller sleeves	Medium-pile roller sleeves suitable for acrylic wall paint.	Nr
18.	Painting	230 mm roller sleeves	Medium-pile roller sleeves suitable for Enamel wall paint.	Nr
19.	Painting	Paint Roller tray set	Heavy-duty 230 mm roller tray set	Nr
20.	Painting	Telescopic extension poles	Heavy-duty telescopic painting poles, minimum 3–6 m extended reach.	Nr

21.	Painting	100 mm paint brushes	Good-quality synthetic/bristle brush, approx. 100 mm.	Nr
22.	Painting	50 mm paint brushes	Good-quality synthetic/bristle brush, approx. 50 mm.	Nr
23.	Painting	Masking tape	Painter's masking tape, approx. 48 mm x 40 m.	roll
24.	Painting	Masking tape	Painter's masking tape, approx. 24 mm x 40 m	roll
25.	Painting	Drop sheets	Heavy-duty reusable plastic/canvas drop sheets, minimum approx. 3 x 4 m.	Nr
26.	Painting	Paint scrapers	Heavy-duty wall/paint scrapers.	Nr
27.	Painting	General Purpose Enamel Thinners	Good-quality general-purpose paint/enamel thinners suitable for thinning solvent-based enamel paint where permitted by the paint manufacturer, and for cleaning brushes, rollers and tools used with solvent-based coatings. Must be compatible with the enamel system supplied. Supplied in sealed, clearly labelled containers.	5 L
28.	Painting	Mineral Turpentine	Good-quality mineral turpentine / mineral spirits suitable for cleaning brushes and equipment used with oil/solvent-based paints and for thinning compatible enamel/undercoat only where specified by the coating manufacturer. Supplied in sealed, clearly labelled containers.	5 L
29.	Capentry - Internal doors	Hollow-core internal doors-plain	Paint-grade hollow-core interior door leaf, nominal 813 x 2035 mm (813 x 2032 acceptable only after frame check), thickness approximately 35–40 mm.	Nr
30.	Capentry - Internal doors	Door frame – new	Paint-grade timber or pressed-steel internal door frame suitable for nominal 813 x 2035 mm door and actual wall thickness, complete with stops/anchors.	Nr
31.	Capentry - Internal doors	Righ Hand (RH) Complete Lever Handle & 2-Lever Mortice Lockset	Complete internal door lockset comprising 1 pair chrome/satin-finish lever handles on backplates, compatible 2-lever mortice lock mechanism with latch and deadbolt, spindle, strike plate/keeper, fixing screws and minimum 2 keys. Lockset to be suitable for 35–40 mm thick internal doors	pair
32.	Capentry- Internal doors	Left Hand (LH) Complete Lever Handle & 2-Lever Mortice Lockset	Complete internal door lockset comprising 1 pair chrome/satin-finish lever handles on backplates, compatible 2-lever mortice lock mechanism with latch and deadbolt, spindle, strike plate/keeper, fixing screws and minimum 2 keys. Lockset to be suitable for 35–40 mm thick internal doors	pair
33.	Capentry- Internal doors	100 mm butt hinges	Heavy-duty steel/chrome butt hinges, nominal 100 mm, with screws.	Nr

34.	Capentry- Internal doors	Woodfiller	Natural color woodfiller 200g	Tubs
35.	Plumbing	Wall-hung washbasin	White vitreous china washbasin, approx. 500– 550 mm, commercial/public-use quality	Nr
36.	Plumbing	Basin Fixations	Heavy-duty basin bracket/fixing set suitable for masonry wall.	set
37.	Plumbing	15 mm chrome basin pillar tap	SABS-quality 15 mm chrome-plated pillar tap, commercial-duty.	Nr
38.	Plumbing	32 mm basin waste	Chrome/approved 32 mm basin waste fitting complete with seal.	Nr
39.	Plumbing	32 mm basin bottle/P-trap	32 mm PVC/chrome bottle or P-trap, removable for cleaning.	Nr
40.	Plumbing	Close-coupled toilet pan & cistern set	White vitreous china close-coupled toilet pan and cistern with dual/top flush mechanism,	set
41.	Plumbing	Heavy-duty toilet seat & cover	White heavy-duty toilet seat and lid/cover with corrosion-resistant hinges, compatible with F6.	Nr
42.	Plumbing	110 mm pan connector	110 mm flexible/straight/offset pan connector with rubber seals.	Nr
43.	Plumbing	15 mm cistern isolation angle valve	15 mm x 15 mm chrome/brass angle valve, quarter-turn preferred.	Nr
44.	Plumbing	Wall-hung urinal	White vitreous china commercial urinal complete with wall brackets and waste connection/spreader where supplied.	Nr
45.	Plumbing	Urinal flush valve/control	Commercial chrome flush valve/control compatible with urinal and water pressure.	Nr
46.	Plumbing	Urinal waste/trap set	40 mm urinal trap/waste/connectors and seals.	set
47.	Plumbing	Urinal isolation valve	15 mm isolation valve suitable for flush supply.	Nr
48.	Plumbing	Stainless steel double bowl sink	Stainless steel sit-on zink approx. 1200 mm x 50 mm double bowl sink with 7 cm deep basins	Nr
49.	Plumbing	Kitchen sink tap	Chrome-plated brass sink pillar/bib tap, 15 mm, commercial-duty.	Nr
50.	Plumbing	Kitchen sink waste & trap	40 mm waste strainer and P-trap complete.	set
51.	Plumbing	15 mm multilayer/PEX water pipe	SABS/SANS compliant 15 mm multilayer/PEX potable-water pipe, 100 m coil.	100 m coil

52.	Plumbing	15 mm compression elbows	15 mm compatible compression elbows.	Nr
53.	Plumbing	15 mm compression tees	15 mm compatible equal tees.	Nr
54.	Plumbing	15 mm compression couplers	15 mm compatible straight couplers.	Nr
55.	Plumbing	15 mm wall-plate elbows	15 mm x 1/2 in female wall-plate elbows.	Nr
56.	Plumbing	15 mm isolation angle valves	Chrome/brass 15 mm isolation valves for basins/sink and additional fixture points.	Nr
57.	Plumbing	Braided flexible connectors	15 mm braided flexible connectors, approx. 450 mm.	Nr
58.	Plumbing	32 mm PVC waste pipe	32 mm PVC waste pipe, nominal 6 m lengths.	length
59.	Plumbing	32 mm waste elbows	32 mm PVC waste bends/elbows.	Nr
60.	Plumbing	32 mm waste tees	32 mm PVC waste tees.	Nr
61.	Plumbing	32 mm waste sockets/couplers	32 mm PVC sockets/couplers.	Nr
62.	Plumbing	40 mm PVC waste pipe	40 mm PVC waste pipe, nominal 6 m lengths.	length
63.	Plumbing	110 mm sockets/couplers	110 mm underground pipe sockets/couplers.	Nr
64.	Plumbing	50 mm uPVC waste/outflow pipe	50 mm x 6 m SABS-compliant PVC waste pipe.	length
65.	Plumbing	Solvent cement / cleaner	PVC solvent cement and cleaner/primer, suitable for pipe system, approx. 500 ml.	set
66.	Plumbing	PTFE thread seal tape	Plumber's PTFE thread-seal tape.	roll
67.	Plumbing	Sanitary silicone sealant	Mould-resistant sanitary silicone, white/clear, 280–300 ml cartridges.	cartridge
68.	Glazing	Window Glass – 275 × 395 mm	Clear window glass, cut to 275 mm × 395 mm,. All panes to be uniform in size and free from chips, cracks and visible defects.	Pane
69.	Glazing	Window Glass – 250 × 360 mm	Clear replacement window glass, cut to 250 mm × 360 mm, All panes to be uniform in size and free from chips, cracks and visible defects.	Pane

70.	Glazing	Window Glass – 1170 × 495 mm	Clear replacement window glass, cut to 1170 mm × 495 mm, All edges to be cleanly cut and glass free from defects.	Pane
71.	Glazing	Glazing Putty	5kg Good-quality linseed-oil or equivalent glazing putty suitable for fixing and sealing replacement glass in existing steel/timber window frames. Product must be workable, weather-resistant after curing, paintable and compatible with the existing frame material and glazing system. Supplied in sealed containers.	5kg
72.	Floor repair	Self-levelling screed	20 kg self-levelling floor screed/compound suitable for internal concrete substrate.	bag
73.	Floor repair	Self-levelling primer	Compatible primer for D1, approximately 5 L.	5 L
74.	Floor Finishes	Rubberised Floor Paint – Light Grey	od-quality rubberised / flexible floor coating, suitable for internal concrete or screeded floors in a high-traffic public hall. Colour: Light Grey. Finish to be durable, washable, abrasion-resistant and suitable for pedestrian traffic. Product must be supplied in original sealed 20 L containers and be compatible with the existing/repairs to the Main Hall floor.	20l
75.	Floor Finishes	Laminate Flooring – Grey/Oak Finish	Quality economical laminate flooring, covering approximately 1.9 m ² per box. Minimum 7 mm thickness or better, click-lock/interlocking installation system, suitable for normal office/internal use. Finish to be light to medium grey, grey oak, natural oak or similar neutral oak colour. Boards to have a durable, easy-to-clean surface and be supplied in unopened matching boxes. Same color to be provided for the full quantity	Box
76.	Floor Finishes	Hardwood Skirting 67 mm × 3.6 m	Good-quality hardwood skirting, nominal 67 mm high × 3.6 m long, smooth planed finish suitable for varnishing/sealing or painting. Timber must be straight and free of significant defects or warping.	Length (3,6m)
77.	Floor Finishes	Hardwood Quarter Round 19 mm × 3.6 m	Good-quality hardwood quarter-round moulding, nominal 19 mm, supplied in 3.6 m lengths. Timber to be straight, dry, free from excessive knots, splitting and warping. Suitable for finishing laminate flooring against skirtings/walls.	Length (3,6m)
78.	Floor Finishes	Aluminium Cover Strip 40 mm × 2.5 m	Silver anodised aluminium transition/cover strip, nominal 40 mm wide × 2.5 m long, suitable for covering laminate transitions/joints between floor finishes. Complete with appropriate concealed or countersunk fixings	Length (3,0m)
79.	Floor Finishes	Panel Pins 32 × 2.0 mm – 250 g	Bright steel panel pins, nominal 32 mm length × 2.0 mm diameter, supplied in approximately 250 g packs, suitable for fixing timber quadrant/skirting where required.	250g Pack

6. DELIVERY

All materials must be delivered to:
Keurtjieskloof Community Hall
Lelie Street
Keurtjieskloof
Vanderkloof
8771

Delivery costs must be included in the quotation.

7. PRICE SCHEDULE

It is to be distinctly understood that the rates stated are to cover the cost of every description for the execution of the contract.

8. HANDING OVER

The contract will come into effect after the letter of appointment has been sent to the successful service provider/s.

9. PAYMENT

Payment by the Council to the service provider shall be made within 30 days after receiving delivery of the service and necessary payment certificate. Service provider must stipulate delivery period from receipt of the official order.

10. SETTLEMENT DISCOUNT

Should any discount for prompt settlement be applicable in respect of the project or any part thereof, it must be stipulated in the document.

11. BIDDER TO INFORM HIMSELF

The service provider is to satisfy himself in every respect as to the character, situation and extent of the bid and as to all matters relating to the it. The service provider is also to obtain his own information on all matters which could in any way influence his bid and should he have any doubt as to the meaning of any portion of the bid document he must before signing the bid, submit the particulars in writing to the Council in order that such doubt may be removed. The Council shall not be held liable for neglect of the above on the part of the contractor.

12. VARIATIONS

In the event of bid being offered varying from the requirements of the specification, all such variations shall be clearly indicated and described in the request for quotation.

13. CONDITIONS

It is a special condition of this RFQ that notwithstanding any contract that there may be entered into as a result of this RFQ, council reserves the right to deviate from the contract if this is necessitated, for any reason whatsoever or is not provided for in this quotation.

PRICING SCHEDULE

REQUEST FOR FORMAL WRITTEN PRICE QUOTATION – SUPPLY AND DELIVERY OF HARDWARE MATERIALS FOR EPWP PROJECTS.

HARDWARE MATERIALS							
Item	Trade	Material / Component	Detailed Minimum Specification	Unit	Qty	Unit Rate	Total
1.	Wall preparation	Interior crack filler	Interior crack/filler compound, approximately 5 kg.	tub	5		
2.	Wall preparation	Sandpaper	Mixed medium/fine abrasive paper suitable for paint preparation; pack minimum 10 sheets.	pack	8		
3.	Plastering	Plaster bonding liquid	Masonry/plaster bonding agent, approximately 5 L container.	5 L	2		
4.	Masonry	Matching clay face bricks – close former Store Room external D1 opening	Good-quality clay face bricks to match the existing external face-brick wall as closely as practicable in colour, texture and dimensions; suitable for external exposure.	Nr	400		
5.	Masonry	Standard Internal Burnt Clay or Cement stock brick	Good-quality SABS/SANS-compliant burnt clay or cement stock bricks suitable for internal plastered masonry. Bricks to be sound, uniform and free from excessive cracks or damage. For construction of approximately 6.0 m × 2.4 m = 14.4 m ² of 110 mm brick wall replacing existing wall panelling	Nr	800		
6.	Masonry	Cement for brickwork, Plastering and making good	SABS/SANS compliant general-purpose cement, 42.5N, 50 kg bags, for brick mortar, lintel bedding and plaster/making-good around altered openings.	bag	20		
7.	Masonry	Precast concrete lintels	Precast reinforced concrete lintel, minimum 1.5 m long, sized for nominal 110 mm leaf; SANS-compliant or approved equivalent.	Nr	2		
8.	Masonry	Brickforce / hoop iron	Galvanised brickforce suitable for 110 mm brickforce, approximately 75–90 mm wide, supplied in standard lengths.	m	80		

9.	Masonry	Wall ties / masonry anchors	Galvanised hoop iron/strapping suitable for tying new brick infill into existing masonry. Minimum approximately 20–25 mm wide, corrosion resistant	m	30		
10.	Masonry	DPC / damp-proof membrane	375-micron black polyethylene DPC strip or approved equivalent, minimum 220 mm wide.	m	3		
11.	Painting	Plaster primer	Good-quality alkali-resistant plaster primer/high-hide white wall undercoat, 20 L; compatible for bare cement plaster.	20 L	1		
12.	Painting	Universal Undercoat	Good-quality alkali-resistant plaster primer/high-hide white wall undercoat, 20 L; compatible with acrylic topcoat and suitable for previously painted/bare cement plaster.	20 L	6		
13.	Painting	Light Grey enamel paint for internal walls	Good-quality washable non-yellowing polyurethane enamel (water-based or quick-dry solvent-borne), satin or semi-gloss, 20 L. Colour: LIGHT TO MID GREY, target LRV approximately 45–55, final sample approved by Infrastructure	20 L	4		
14.	Painting	Washable white interior acrylic wall paint	Good-quality washable acrylic/PVA, matt or low-sheen, 20 L. Colour: VERY LIGHT WARM NEUTRAL/OFF-WHITE, target LRV approximately 75–85, final sample approved by Infrastructure.	20 L	5		
15.	Painting	Enamel undercoat for doors/frames	Universal/wood undercoat suitable below solvent-based enamel, 5 L.	5 L	2		
16.	Painting	Hard-wearing White gloss enamel	Good-quality washable solvent-based gloss enamel for timber doors/frames and suitable metal trim, 20 L, approved colour.	20 L	1		
17.	Painting	230 mm roller sleeves	Medium-pile roller sleeves suitable for acrylic wall paint.	Nr	6		
18.	Painting	230 mm roller sleeves	Medium-pile roller sleeves suitable for Enamel wall paint.	Nr	6		
19.	Painting	Paint Roller tray set	Heavy-duty 230 mm roller tray set	Nr	6		
20.	Painting	Telescopic extension poles	Heavy-duty telescopic painting poles, minimum 3–6 m extended reach.	Nr	4		
21.	Painting	100 mm paint brushes	Good-quality synthetic/bristle brush, approx. 100 mm.	Nr	8		

22.	Painting	50 mm paint brushes	Good-quality synthetic/bristle brush, approx. 50 mm.	Nr	8		
23.	Painting	Masking tape	Painter's masking tape, approx. 48 mm x 40 m.	roll	15		
24.	Painting	Masking tape	Painter's masking tape, approx. 24 mm x 40 m	roll	5		
25.	Painting	Drop sheets	Heavy-duty reusable plastic/canvas drop sheets, minimum approx. 3 x 4 m.	Nr	6		
26.	Painting	Paint scrapers	Heavy-duty wall/paint scrapers.	Nr	6		
27.	Painting	General Purpose Enamel Thinners	Good-quality general-purpose paint/enamel thinners suitable for thinning solvent-based enamel paint where permitted by the paint manufacturer, and for cleaning brushes, rollers and tools used with solvent-based coatings. Must be compatible with the enamel system supplied. Supplied in sealed, clearly labelled containers.	5 L	3		
28.	Painting	Mineral Turpentine	Good-quality mineral turpentine / mineral spirits suitable for cleaning brushes and equipment used with oil/solvent-based paints and for thinning compatible enamel/undercoat only where specified by the coating manufacturer. Supplied in sealed, clearly labelled containers.	5 L	3		
29.	Capentry - Internal doors	Hollow-core internal doors-plain	Paint-grade hollow-core interior door leaf, nominal 813 x 2035 mm (813 x 2032 acceptable only after frame check), thickness approximately 35–40 mm.	Nr	14		
30.	Capentry - Internal doors	Door frame – new	Paint-grade timber or pressed-steel internal door frame suitable for nominal 813 x 2035 mm door and actual wall thickness, complete with stops/anchors.	Nr	2		
31.	Capentry - Internal doors	Righ Hand (RH) Complete Lever Handle & 2-Lever Mortice Lockset	Complete internal door lockset comprising 1 pair chrome/satin-finish lever handles on backplates, compatible 2-lever mortice lock mechanism with latch and deadbolt, spindle, strike plate/keeper, fixing screws and minimum 2 keys. Lockset to be suitable for 35–40 mm thick internal doors	pair	7		

32.	Capentry- Internal doors	Left Hand (LH) Complete Lever Handle & 2- Lever Mortice Lockset	Complete internal door lockset comprising 1 pair chrome/satin- finish lever handles on backplates, compatible 2-lever mortice lock mechanism with latch and deadbolt, spindle, strike plate/keeper, fixing screws and minimum 2 keys. Lockset to be suitable for 35–40 mm thick internal doors	pair	7		
33.	Capentry- Internal doors	100 mm butt hinges	Heavy-duty steel/chrome butt hinges, nominal 100 mm, with screws.	Nr	28		
34.	Capentry- Internal doors	Woodfiller	Natural color woodfiller 200g	Tubs	2		
35.	Plumbing	Wall-hung washbasin	White vitreous china washbasin, approx. 500–550 mm, commercial/public-use quality	Nr	6		
36.	Plumbing	Basin Fixations	Heavy-duty basin bracket/fixing set suitable for masonry wall.	set	6		
37.	Plumbing	15 mm chrome basin pillar tap	SABS-quality 15 mm chrome- plated pillar tap, commercial- duty.	Nr	6		
38.	Plumbing	32 mm basin waste	Chrome/approved 32 mm basin waste fitting complete with seal.	Nr	6		
39.	Plumbing	32 mm basin bottle/P-trap	32 mm PVC/chrome bottle or P- trap, removable for cleaning.	Nr	6		
40.	Plumbing	Close-coupled toilet pan & cistern set	White vitreous china close- coupled toilet pan and cistern with dual/top flush mechanism,	set	5		
41.	Plumbing	Heavy-duty toilet seat & cover	White heavy-duty toilet seat and lid/cover with corrosion-resistant hinges, compatible with F6.	Nr	5		
42.	Plumbing	110 mm pan connector	110 mm flexible/straight/offset pan connector with rubber seals.	Nr	5		
43.	Plumbing	15 mm cistern isolation angle valve	15 mm x 15 mm chrome/brass angle valve, quarter-turn preferred.	Nr	10		
44.	Plumbing	Wall-hung urinal	White vitreous china commercial urinal complete with wall brackets and waste connection/spreader where supplied.	Nr	2		
45.	Plumbing	Urinal flush valve/control	Commercial chrome flush valve/control compatible with urinal and water pressure.	Nr	2		
46.	Plumbing	Urinal waste/trap set	40 mm urinal trap/waste/connectors and seals.	set	2		

47.	Plumbing	Urinal isolation valve	15 mm isolation valve suitable for flush supply.	Nr	2		
48.	Plumbing	Stainless steel double bowl sink	Stainless steel sit-on sink approx. 1200 mm x 50 mm double bowl sink with 7 cm deep basins	Nr	1		
49.	Plumbing	Kitchen sink tap	Chrome-plated brass sink pillar/bib tap, 15 mm, commercial-duty.	Nr	1		
50.	Plumbing	Kitchen sink waste & trap	40 mm waste strainer and P-trap complete.	set	2		
51.	Plumbing	15 mm multilayer/PEX water pipe	SABS/SANS compliant 15 mm multilayer/PEX potable-water pipe, 100 m coil.	100 m coil	1		
52.	Plumbing	15 mm compression elbows	15 mm compatible compression elbows.	Nr	25		
53.	Plumbing	15 mm compression tees	15 mm compatible equal tees.	Nr	10		
54.	Plumbing	15 mm compression couplers	15 mm compatible straight couplers.	Nr	12		
55.	Plumbing	15 mm wall-plate elbows	15 mm x 1/2 in female wall-plate elbows.	Nr	20		
56.	Plumbing	15 mm isolation angle valves	Chrome/brass 15 mm isolation valves for basins/sink and additional fixture points.	Nr	9		
57.	Plumbing	Braided flexible connectors	15 mm braided flexible connectors, approx. 450 mm.	Nr	9		
58.	Plumbing	32 mm PVC waste pipe	32 mm PVC waste pipe, nominal 6 m lengths.	length	5		
59.	Plumbing	32 mm waste elbows	32 mm PVC waste bends/elbows.	Nr	15		
60.	Plumbing	32 mm waste tees	32 mm PVC waste tees.	Nr	6		
61.	Plumbing	32 mm waste sockets/couplers	32 mm PVC sockets/couplers.	Nr	8		
62.	Plumbing	40 mm PVC waste pipe	40 mm PVC waste pipe, nominal 6 m lengths.	length	4		
63.	Plumbing	110 mm sockets/couplers	110 mm underground pipe sockets/couplers.	Nr	5		
64.	Plumbing	50 mm uPVC waste/outflow pipe	50 mm x 6 m SABS-compliant PVC waste pipe.	length	1		

65.	Plumbing	Solvent cement / cleaner	PVC solvent cement and cleaner/primer, suitable for pipe system, approx. 500 ml.	set	3		
66.	Plumbing	PTFE thread seal tape	Plumber's PTFE thread-seal tape.	roll	20		
67.	Plumbing	Sanitary silicone sealant	Mould-resistant sanitary silicone, white/clear, 280–300 ml cartridges.	cartridge	10		
68.	Glazing	Window Glass – 275 × 395 mm	Clear window glass, cut to 275 mm × 395 mm, All panes to be uniform in size and free from chips, cracks and visible defects.	Pane	28		
69.	Glazing	Window Glass – 250 × 360 mm	Clear replacement window glass, cut to 250 mm × 360 mm, All panes to be uniform in size and free from chips, cracks and visible defects.	Pane	52		
70.	Glazing	Window Glass – 1170 × 495 mm	Clear replacement window glass, cut to 1170 mm × 495 mm, . All edges to be cleanly cut and glass free from defects.	Pane	1		
71.	Glazing	Glazing Putty	5kg Good-quality linseed-oil or equivalent glazing putty suitable for fixing and sealing replacement glass in existing steel/timber window frames. Product must be workable, weather-resistant after curing, paintable and compatible with the existing frame material and glazing system. Supplied in sealed containers.	5kg	2		
72.	Floor repair	Self-levelling screed	20 kg self-levelling floor screed/compound suitable for internal concrete substrate.	bag	6		
73.	Floor repair	Self-levelling primer	Compatible primer for D1, approximately 5 L.	5 L	1		
74.	Floor Finishes	Rubberised Floor Paint – Light Grey	od-quality rubberised / flexible floor coating, suitable for internal concrete or screeded floors in a high-traffic public hall. Colour: Light Grey. Finish to be durable, washable, abrasion-resistant and suitable for pedestrian traffic. Product must be supplied in original sealed 20 L containers and be compatible with the existing/repairs to the Main Hall floor.	20L	4		

75.	Floor Finishes	Laminate Flooring – Grey/Oak Finish	Quality economical laminate flooring, covering approximately 1.9 m ² per box. Minimum 7 mm thickness or better, click-lock/interlocking installation system, suitable for normal office/internal use. Finish to be light to medium grey, grey oak, natural oak or similar neutral oak colour. Boards to have a durable, easy-to-clean surface and be supplied in unopened matching boxes. Same color to be provided for the full quantity	Box	58		
76.	Floor Finishes	Hardwood Skirting 67 mm × 3.6 m	Good-quality hardwood skirting, nominal 67 mm high × 3.6 m long, smooth planed finish suitable for varnishing/sealing or painting. Timber must be straight and free of significant defects or warping.	Length (3,6m)	20		
77.	Floor Finishes	Hardwood Quarter Round 19 mm × 3.6 m	Good-quality hardwood quarter-round moulding, nominal 19 mm, supplied in 3.6 m lengths. Timber to be straight, dry, free from excessive knots, splitting and warping. Suitable for finishing laminate flooring against skirtings/walls.	Length (3,6m)	20		
78.	Floor Finishes	Aluminium Cover Strip 40 mm × 2.5 m	Silver anodised aluminium transition/cover strip, nominal 40 mm wide × 2.5 m long, suitable for covering laminate transitions/joints between floor finishes. Complete with appropriate concealed or countersunk fixings	Length (3,0m)	3		
79.	Floor Finishes	Panel Pins 32 × 2.0 mm – 250 g	Bright steel panel pins, nominal 32 mm length × 2.0 mm diameter, supplied in approximately 250 g packs, suitable for fixing timber quadrant/skirting where required.	250g Pack	2		
				SUBTOTAL			
				DELIVERY COST			
				TOTAL INCL VAT			

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.

¹MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months?

YES / NO

3.9.1 If yes, furnish particulars.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.10.1 If yes, furnish particulars.

.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and/or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....

3.13 Are any spouse, child or parent of the company's director's trustees, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.13.1 If yes, furnish particulars.

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

YES / NO

3.14.1 If yes, furnish particulars:

.....
.....

4. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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 **To be completed by the organ of state**

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a 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:

80/20

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest 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 below 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)	Number of points claimed (80/20 system)
Locality	20	
Total points for Price and Specific Goals	20	

Locality

Points awarded for specific goals

Locality	Points
Enterprise located in the Pixley ka Seme District	20
Enterprise located in the Northern Cape	12
Enterprises located outside Northern Cape/ ¹ / ₁ the borders of SA	8

Locality – 20 points

- In order to claim points for these points, bidders are required to **submit proof of address**/Proof of residence from the relevant authority e.g. municipal account, lease agreement signed by the landlord and the bidder/CSD report with a local address failure to **submit proof for locality no points will be allocated**

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.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	

CONTRACT FORM - PURCHASE OF GOODS/SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of Tax Compliance Status;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

CONTRACT FORM - PURCHASE OF GOODS/SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I.....in my capacity as.....
accept your bid under reference numberdated.....for the
supply of goods/services indicated hereunder and/or further specified in the
annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/services delivered in accordance with the
terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice
accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

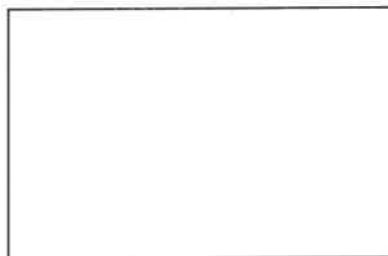
4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP


WITNESSES

1.

....

2.

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS

DECLARATION FORM TRUE AND CORRECT.

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE
TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

³ 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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE NATIONAL TREASURY

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that 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 goods are so delivered and a valid receipt is obtained.

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

1.12 "Force majeure" means an event beyond the control of the 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 goods 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 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1Unless 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.

3.2Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

4.1The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information

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 extend only so far as may be necessary for purposes of such performance.

5.2The 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.

5.3Any 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.

5.4The 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

6.1The 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.

6.2When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

7.1Within 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.

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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

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

8.7 Any contract goods 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 goods 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 goods, which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the supplier's cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the 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, 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.

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 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, 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.

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.

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 or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. 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 contract 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 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 goods are required, or the supplier's services are not readily available.

21.4 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 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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 judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the 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.

24. Anti- dumping and counter- vailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or 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.

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 SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

