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**APPOINTMENT OF ACCREDITED CONTRACTORS REGISTERED WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) TO SUBMIT COMPETITIVE QUOTATIONS FOR THE REFURBISHMENT / INSTALLATION OF THATCHED ROOF MATERIAL AT MNGQESHA GREAT PLACE.**

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**REFERENCE NUMBER: SCMU7-25/26-Q015**

**NAME OF BIDDER**

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**COMPULSORY SITE BRIEFING: 2026/02/23**

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**CLOSING DATE: 2026/02/25 TIME: 16H00**

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**Bidding Procedure Enquiries:**

Mr M. Gcolotela at [Mbuyekezo.Gcolotela@eccogta.gov.za](mailto:Mbuyekezo.Gcolotela@eccogta.gov.za)

Mr. T.C. Nchukana at [Themhani.Ncontso@eccogta.gov.za](mailto:Themhani.Ncontso@eccogta.gov.za).

**Demand Management Telephone: 076 844 6394**

**Technical Enquiries: Mr. Madini**

**Email: [vuyo.madini@eccogta.gov.za](mailto:vuyo.madini@eccogta.gov.za)**

**Tel: 082 418 1095**

Tyamzashe Building  
Phalo Avenue  
Private Bag X0035  
Bhisho  
5605

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**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS</b>					
BID NUMBER:	SCMU7-25/26-Q015	CLOSING DATE:	2026/02/25	CLOSING TIME:	16H00
DESCRIPTION	APPOINTMENT OF ACCREDITED CONTRACTORS REGISTERED WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) TO SUBMIT COMPETITIVE QUOTATIONS FOR THE REFURBISHMENT / INSTALLATION OF THATCHED ROOF MATERIAL AT MNGQESHA GREAT PLACE				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT THE FOYER OR EMAIL TO:</b>					
Main Entrance Foyer, Tyamazshe Building			<a href="mailto:Quotations@eccogta.gov.za">Quotations@eccogta.gov.za</a>		
Phalo Avenue					
Bisho					
5605					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr. M. Gcolotela and/ or Mr. T.C. Nchukana		CONTACT PERSON	Mr. Madini	
TELEPHONE NUMBER	076 844 6394		TELEPHONE NUMBER	082 418 1095	
E-MAIL ADDRESS	<ul style="list-style-type: none"> <li>• <a href="mailto:mbuyekezo.gcolotela@eccogta.gov.za">mbuyekezo.gcolotela@eccogta.gov.za</a></li> <li>• <a href="mailto:Thembani.nchukana@eccogta.gov.za">Thembani.nchukana@eccogta.gov.za</a></li> </ul>		E-MAIL ADDRESS	<a href="mailto:vuyo.madini@eccogta.gov.za">vuyo.madini@eccogta.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELL PHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

**PRICING SCHEDULE  
(Professional Services)**

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R .....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	.....	R .....	.....
	.....	R .....	.....
	.....	R .....	.....
	.....	R .....	.....
	.....	R .....	.....
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	.....	R .....	..... Days
	.....	R .....	..... Days
	.....	R .....	..... Days
5.1	Travel expenses (specify, for example rate/km and total km, class of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY      AMOUNT
	.....	.....	..... R .....
	.....	.....	..... R .....
	.....	.....	..... R .....
	.....	.....	..... R .....

TOTAL: R .....

\*\* "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	.....	.....	R .....
.....	.....	.....	R .....
.....	.....	.....	R .....
.....	.....	.....	R .....

TOTAL: R .....

6. Period required for commencement with project after acceptance of bid

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract? \*YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

\*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

**EC: Cooperative Governance and Traditional Affairs**  
**Tyamzashe Building**  
**Phalo Avenue**  
**Private Bag X0035**  
**Bhisho**  
**5605**

**Mr M. Gcolotela at:**  
**Email: Mbuyekezo.Gcolotela@eccogta.gov.za**  
**Tel: 076 844 6394**

Or for technical information –

**Mr. Madini at:**  
**Email: Vuyo.madini@eccogta.gov.za**  
**Tel: 082 418 1090**

**BIDDER’S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder’s declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:  
 .....  
 .....

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

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

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<sup>2</sup> 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.



## 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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

*(delete whichever is not applicable for this tender).*

- 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
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer

will be allocated points based on the goals stated in table 1 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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black		6		
Women		4		
Youth		4		
Disabled		3		
Military		3		
		<b>20</b>		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation

- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

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.

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

**The Joint Building Contracts Committee® - NPC**

**CONTRACT DATA**

For use by ORGANS OF STATE and other PUBLIC SECTOR BODIES

**Principal Building Agreement**

**Edition 6.2 – February 2026**

**A PROJECT INFORMATION**

**A1.0 Works [1.1]**

Project name	Supply and refurbishment / installation of thatched roof material at Mngqesha Great Place
Reference number	<b>SCMU-25/26-Q015</b>
Works description	Appointment of accredited contractors registered with the construction industry development board (CIDB) to submit competitive quotations for the refurbishment / installation of thatched roof material at Mngqesha

**A2.0 Site [1.1]**

Erf / stand number	N/A
Township / Suburb	Mngqesha, BCM
Site address	N/A
Local authority	Buffalo City Metropolitan Municipality

**A3.0 Employer [1.1]**

Official Name of Organ of State / Public Sector Body	Eastern Cape Department of Cooperative Governance and Traditional Affairs		
Business registration number	N/A		
VAT/GST number	N/A		
Country	South Africa		
Employer's representative: Name	Vuyo Madini		
E-mail	<a href="mailto:vuyo.madini@eccogta.gov.za">vuyo.madini@eccogta.gov.za</a>		
Mobile number	082 418 1090	Telephone number	040 940 7723
Postal address	P/Bag X0035, Civic Square, Bisho	Postal Code	5605
Physical address	Tyamzashe Building, Phalo Avenue, Bhisho	Postal Code	5605

## B CONTRACT INFORMATION

### B 1.0 Definitions [1.1]

<b>Bills of quantities:</b> System/Method of measurement	<b>Standard System of Measuring Building Work (Sixth Edition) as amended</b>
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### B 2.0 Law, regulations and notices [2.0]

<b>Law</b> applicable to the <b>works</b> , state country [2.1]	<b>Republic of South Africa</b>
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### B 3.0 Offer and acceptance [3.0]

Currency applicable to this <b>agreement</b> [3.2]	<b>South African Rand</b>
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### B 4.0 Documents [5.0]

The original signed <b>agreement</b> is to be held by the <b>principal agent</b> [5.2], if not, indicate by whom	<b>Employer</b>
Number of copies of <b>construction information</b> issued to the <b>contractor</b> at no cost [5.6]	<b>Three (3)</b>

Documents comprising the <b>agreement</b>	Page numbers
The <b>JBCC®</b> Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The <b>JBCC®</b> Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	1 to 18
The <b>JBCC®</b> General Preliminaries for use with the <b>JBCC®</b> Principal Building Agreement, Edition 6.2 May 2018	1 to 30

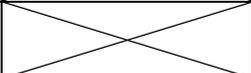
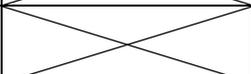
<b>Contract drawings</b> – description	Number	Revision	Date
Refer to C 2.3			

### B 5.0 Employer's Agents [6.0]

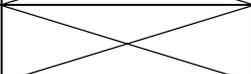
Authority is delegated to the following <b>agents</b> to issue <b>contract instructions</b> and perform duties for specific aspects of the <b>works</b> [6.2]
<b>Principal Agent</b>

<b>Principal agent's and agents' interest or involvement in the works other than a professional interest [6.3]</b>
<b>None</b>

**B 6.0 Insurances [10.0]**

Insurances by <b>employer</b>			Amount including tax	Deductible amount including tax
Yes / No:	No			
Contract works insurance:				
	New <b>works</b> [10.1.1] ( <b>contract sum</b> or amount)			
or	<b>Works</b> with <b>practical completion</b> in sections [10.2] ( <b>contract sum</b> or amount)			
or	<b>Works</b> with alterations and additions [10.3] (reinstatement value of existing structures with or including new <b>works</b> )			
	<b>Direct contractors</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance			
	<b>Free issue</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance			
	Escalation, professional fees and reinstatement costs if not included above			
Total of the above contract works insurance amount				
Supplementary insurance [10.1.2; 10.2]				
Public liability insurance [10.1.3; 10.2]				
Removal of lateral support insurance [10.1.4; 10.2]				
Other insurances [10.1.5]				
Yes/ No?	No	If yes, description 1		
Yes/ No?	No	If yes, description 2		

and/or

Insurances by <b>Contractor</b>			Amount including tax	Deductible amount including tax
Yes / No:	Yes			
	New <b>works</b> [10.1.1] ( <b>contract sum</b> or amount)		N/A	N/A
or	<b>Works</b> with <b>practical completion</b> in sections [10.2] ( <b>contract sum</b> or amount)		N/A	N/A
or	<b>Works</b> with alterations and additions [10.3] (reinstatement value of existing structures with or including new <b>works</b> )		<b>To the minimum value of the contract sum + 10%</b>	<b>With a deductible not exceeding 5% of each and every claim</b>
	<b>Direct contractors</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance		N/A	
	<b>Free issue</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance		N/A	

	Escalation, professional fees and reinstatement costs if not included above	N/A	
Total of the above contract works insurance amount		To the minimum value of the contract sum + 10%	
Supplementary insurance [10.1.2; 10.2]			With a deductible not exceeding 5% of each and every claim
Public liability insurance [10.1.3; 10.2]			
Removal of lateral support insurance [10.1.4; 10.2]			
Other insurances [10.1.5]			
Yes/ No?	No	If yes, description 1	
Hi Risk Insurance [10.1.5.1]			
Yes/ No?	No	If yes, description 2	

#### B 7.0 Obligations of the employer [12.1]

<b>Existing premises will be in use and occupied [12.1.2]</b>		<b>Yes / No?</b>	<b>No</b>
If yes, description			
<b>Restriction of working hours [12.1.2]</b>		<b>Yes / No?</b>	<b>No</b>
If yes, description			
<b>Natural features and known services to be preserved by the contractor [12.1.3]</b>		<b>Yes / No?</b>	<b>No</b>
If yes, description			
<b>Restrictions to the site or areas that the contractor may not occupy [12.1.4]</b>		<b>Yes / No?</b>	<b>Yes</b>
If yes, description	Work areas and restricted areas shall be defined at Site Handover		
<b>Supply of free issue [12.1.10]</b>		<b>Yes / No?</b>	<b>No</b>
If yes, description			

#### B 8.0 Nominated subcontractors [14.0]

Yes / No?	No	If yes, description of specialisation
		Specialisation 1
		Specialisation 2
		Specialisation 3
		Specialisation 4
		Specialisation 5
		Specialisation 6

Specialisation 7	
Specialisation 8	
Specialisation 9	

**B 9.0 Selected subcontractors [15.0]**

Yes / No?	No	If yes, description of specialisation
		Specialisation 1
		Specialisation 2
		Specialisation 3
		Specialization 4
		Specialization 5
		Specialisation 6
		Specialisation 7
		Specialisation 8
		Specialisation 9
		Specialisation 10

**B 10.0 Direct contractors [16.0]**

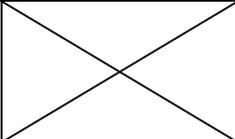
Yes / No?	No	If yes, description of extent of work
		Extent of work [12.1.11]

**B 11.0 Description of sections [20.1]**

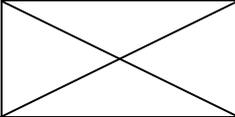
<b>Section 1</b>	<b>Supply and refurbishment / installation of thatched roof material at Mngqesha Great Place</b>

**B 12.0 Possession of site [12.1.5], practical completion [19.0; 20.0] and penalty [24.0]**

Practical completion for the works as a Whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day (excl. tax)

		<b>10 Working days</b>	<b>24 Calendar months</b>	<b>1.25/R100 of Contract amount</b>
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or where **sections** are applicable

Practical completion of a section of the works	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		Working days	Period in months	Penalty amount per calendar day (excl. tax)
Section 1				
Section 2				
Section 3				
Section 4				
Section 5				
Section 6				
Section 7				
Section 8				
Remainder of the				

Criteria to achieve <b>practical completion</b> not covered in the definition of <b>practical completion</b>
No further Criteria

**B 13.0 Defects liability period [21.0]**

Extended defects liability period: Refer B17.0 [21.13]	<b>Yes / No?</b>	<b>Yes</b>
If yes, description of applicable elements	<b>All works</b>	

**B 14.0 Payments [25.0]**

Date of month for issue of regular <b>payment certificates</b> [25.2]	<b>30<sup>th</sup></b>		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	<b>Yes / No?</b>	<b>Yes</b>	
If yes, method to calculate	<b>CPAP ( Haylett) formula using STATS SA indices</b>		

<b>Employer</b> shall pay the <b>contractor</b> within: [25.10]	<b>Thirty (30) calendar days</b>
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**B 15.0 Dispute resolution [30.0]**

Adjudication [30.6.1; 30.10] Name of nominating body	<b>Refer to Part C1.3 Dispute Resolution Mechanism</b>	
Applicable rules for adjudication [30.6.2]	<b>JBCC adjudication rules</b>	
Arbitration [30.7.4; 30.10]	<b>Yes / No?</b>	<b>No</b>
If Yes, name of nominating body *If No, then dispute will be referred to litigation		
Applicable rules for arbitration [30.7.5]	N/A	

**B 16.0 JBCC® General Preliminaries – selections**

Provisional bills of quantities [B2.2]		<b>Yes / No?</b>	<b>yes</b>
Availability of construction information – is the construction information complete? [B2.3]		<b>Yes / No?</b>	<b>no</b>
Previous work - dimensional accuracy - details of previous contract(s) [B3.1]	N/A		
Previous work - <b>defects</b> - details of previous contract(s) [B3.2]	N/A		
Inspection of adjoining properties - details [B3.3]	N/A		
Handover of <b>site</b> in stages - specific requirements [B4.1]	N/A		
Enclosure of the <b>works</b> - specific requirements [B4.2]	Hoarding to working areas.		
Geotechnical and other investigations - specific requirements [B4.3]	N/A		
Existing premises occupied - details [B4.5]	No		
Services - known - specific requirements [B4.6]	No		
Water [B8.1]	By <b>contractor</b>	<b>Yes / No?</b>	<b>Yes</b>
	By <b>employer</b>	<b>Yes / No?</b>	<b>No</b>
	By <b>employer</b> – metered	<b>Yes / No?</b>	<b>No</b>
Electricity [B8.2]	By <b>contractor</b>	<b>Yes / No?</b>	<b>Yes</b>
	By <b>employer</b>	<b>Yes / No?</b>	<b>No</b>
	By <b>employer</b> – metered	<b>Yes / No?</b>	<b>No</b>
Ablution and welfare facilities [B8.3]	By <b>contractor</b>	<b>Yes / No?</b>	<b>Yes</b>
	By <b>employer</b>	<b>Yes / No?</b>	<b>No</b>
Communication facilities - specific requirements [B8.4]	No specific requirements		
Protection of the works - specific requirements [B11.1]	No specific requirements		
Protection / isolation of existing works and works occupied in sections - specific requirements [B11.2]	No specific requirements		
Disturbance - specific requirements [B11.5]	No specific requirements		
Environmental disturbance - specific requirements [B11.6]	No specific requirements		

## B 17.0 Changes made to JBCC® documentation

Reference may be made to other documents forming part of this **agreement**

### 1.1 Definitions

**AGREEMENT:** The completed Form of Offer and Acceptance, the completed **JBCC®** Principal Building Agreement and **JBCC® contract data for organs of state and other public sector bodies, the contract drawings, the priced document** and any other documents reduced to writing and signed by the authorised representatives of the **parties**

**CONSTRUCTION PERIOD:** The period commencing on the date of possession of the **site** by the **contractor** and ending on the date of **practical completion**

**CONTRACT DATA FOR ORGANS OF STATE AND OTHER PUBLIC SECTOR BODIES:** The document listing the Organs of State and other Public Sector Bodies' requirements and the project specific information

**INTEREST:** The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing by the State

**PRINCIPAL AGENT:** The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies**. In the event of a principal agent not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by the employer's representative as named in the **contract data for organs of state and other public sector bodies**

### 3.0 Offer and Acceptance

Amend 3.3 to read as follows:

This **agreement** shall come into force on the date as stated on the Form of Offer and Acceptance and continue to be of force and effect until the end of the **latent defects** liability period [22.0] notwithstanding termination [29.0] or the certification of **final completion** [21.0] and final payment [25.0]

### 6.0 Employer's Agents

Add the following as 6.7:

In terms of the clauses listed hereunder, the **employer** has retained its authority and has not given a mandate to the **principal agent**. The **employer** shall sign all documents in relation to clauses 4.2, 14.1.2, 14.1.4, 14.4.1, 14.6, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12 and 28.4

### 9.0 Indemnities

9.2.7: Add the following to the end of the first sentence: "... due to no fault of the **contractor**"

### 10.0 Insurances

Add the following as 10.1.5.1:

#### Hi risk Insurance

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

#### 10.1.5.1.1 Damage to **the works**

The contractor shall, from the date of possession of the **site** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **contractor's** own costs

#### 10.1.5.1.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property, or personal property, or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

#### 10.1.5.1.3

It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the date of possession of the site, but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

#### 10.1.5.1.4

The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

### 11.0 Securities

Amend 11.10 to read as follows:

There shall be no lien or right of retention held by any **contractor** in respect of the works executed on **site**

### 12.0 Obligations of the Parties

Amend 12.1.5 to read as follows:

Give possession of the **site** to the **contractor** within ten (10) **working days** of the contractor complying with the terms of 12.2.22

12.2.2: Not applicable

Add the following as 12.2.22:

Within fifteen (15) **working days** of the date of the **agreement** submit to the **principal agent** an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

### **19.0 Practical Completion**

19.5: Delete the words “subject to the **contractor’s** lien or right of continuing possession of the **works** where this has not been waived”

### **21.0 Defects Liability Period and Final Completion**

Add the following as 21.13:

The ninety (90) **calendar days** defects liability period for the **works** [21.1] is replaced with a period of three hundred and sixty-five (365) **calendar days** in respect of the listed applicable elements

### **25.0 Payment**

25.7.5: Not applicable

25.10: Delete the words “and/or **compensatory interest**”

25.14.2: Not applicable

### **27.0 Recovery of Expense and/or Loss**

27.1.5: Not applicable

### **29.0 Termination**

Add the following after 29.1.3: or where ...

29.1.4: The **contractor’s** estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

29.1.5: The **contractor** has engaged in corrupt or fraudulent practices in competing for or in executing the contract

## C TENDERER'S SELECTIONS

### C 1.0 Security [11.0]

<b>Guarantee for construction:</b> Select Option A or B		<b>Option:</b>	
Option A	<b>Payment reduction of 10% of the value certified in the payment certificate</b>		
Option B	<b>Fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate</b>		
<b>Guarantee for payment by employer</b> [11.5.1; 11.10]		Not Applicable	
Advance payment, subject to a <b>guarantee for advance payment</b> [11.2.2; 11.3]		Not Applicable	

### C 2.0 Contractor's annual holiday periods during the construction period

Year 1 <b>contractor's</b> annual holiday period	start date		end date	
Year 2 <b>contractor's</b> annual holiday period	start date		end date	
Year 3 <b>contractor's</b> annual holiday period	start date		end date	

### C 3.0 Payment of preliminaries [25.0]

<b>Contractor's selection:</b> Select Option A or B		<b>Option:</b>	
Where the contractor does not select an option, Option A shall apply			

#### Payment methods

Option A	The <b>preliminaries</b> shall be paid in accordance with an amount prorated to the value of the <b>works</b> executed in the same ratio as the amount of the <b>preliminaries</b> to the <b>contract sum</b> , which <b>contract sum</b> shall exclude the amount of <b>preliminaries</b> . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
Option B	The <b>preliminaries</b> shall be paid in accordance with an amount agreed by the <b>principal agent</b> and the <b>contractor</b> in terms of the <b>priced document</b> to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the <b>principal agent</b> and adjusted from time to time as may be necessary to take into account the rate of progress of the <b>works</b>

#### Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations

#### C 4.0 Adjustment of preliminaries [26.9.4]

<b>Contractor's selection:</b> Select Option A or B	<b>Option:</b>	
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Where the contractor does not select an option, Option A shall apply

#### Provision of particulars

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in sections **is** required, the **contractor** shall provide an apportionment of **preliminaries** per **section**

Option A	An allocation of the <b>preliminaries</b> amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) <b>working days</b> of the date of acceptance of the tender
Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) working <b>days of</b> possession of the site. Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of <b>construction equipment</b> , establishment and dis-establishment charges, insurances and guarantees, all in terms of the <b>programme</b>

#### Adjustment Methods

The amount of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**

Option A	<p>The <b>preliminaries</b> shall be adjusted in accordance with the allocation of <b>preliminaries</b> amounts provided by the <b>contractor</b>, apportioned to <b>sections</b> where completion in <b>sections</b> is required</p> <p>Fixed - An amount which shall not be varied</p> <p>Value-related - An amount varied in proportion to the <b>contract value</b> as compared to the <b>contract sum</b>. Both the <b>contract sum</b> and the <b>contract value</b> shall exclude the amount of <b>preliminaries</b>, contingency sum(s) and any provision for cost fluctuations</p> <p>Time-related - An amount varied in proportion to the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> [23.2; 23.3] as compared to the number of <b>calendar days</b> in the initial <b>construction period</b> [26.9.4]</p>
Option B	<p>The adjustment of <b>preliminaries</b> shall be based on the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> [23.2; 23.3] as compared to the number of <b>calendar days</b> in the initial <b>construction period</b> [26.9.4]</p> <p>The adjustment shall take into account the resources as set out in the detailed breakdown of the <b>preliminaries</b> for the period of construction during which the delay occurred</p>

**Failure to provide particulars within the period stated**

Option A	<p>Where the allocation of <b>preliminaries</b> amounts for Option A is not provided, the following allocation of <b>preliminaries</b> amounts shall apply:</p> <p>Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%)</p> <p>Where the apportionment of the <b>preliminaries</b> per <b>section</b> is not provided, the categorized amounts shall be prorated to the cost of each <b>section</b> within the <b>contract sum</b> as determined by the <b>principal agent</b></p>
Option B	<p>Where the detailed breakdown of <b>preliminaries</b> amounts for Option B is not provided, Option A shall apply</p>

**Lump sum contract**

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) Of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations

## **BID ADVERT**

The Department of Cooperative Governance and Traditional Affairs (CoGTA) invites accredited contractors registered with the Construction Industry Development Board (CIDB) to submit competitive quotations for the refurbishment and installation of thatched roof material at Mngqesha great place.

Bids will be evaluated in terms of the Revised Preferential Procurement Regulations of 2022 where the 80/20 preference point system shall be applied. Bidding documents will be available from ...../...../2026 from the Supply Chain Management Unit, Demand Management Office, Third Floor, Tyamzashe Building, Bhisho. Bidders will be required to send electronic mails for any enquiries related to the bid, for technicalities - Mr Madini on 082 418 1090, email : [vuyo.madini@eccogta.gov.za](mailto:vuyo.madini@eccogta.gov.za) until the closing date.

Completed Bid documents, enclosed in sealed envelopes, must be deposited into the **Tender Box** situated at the Main Entrance Foyer, Ground Floor, Tyamzashe Building, Bhisho on or before ...../...../2026 at 16:00, clearly marked: **SCMU7-25/26-Q015: “Appointment of accredited contractors registered with the Construction Industry Development Board (CIDB) to submit competitive quotations for the refurbishment / installation of thatched roof material at Mngqesha Great Place”**

**OR**

Completed bid documents can be emailed to [Quotations@eccogta.gov.za](mailto:Quotations@eccogta.gov.za) on or before ...../...../2026 at 16:00.

### **BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:**

- (a) The department reserves the right to negotiate the final terms and conditions of the contract with the successful bidder prior to awarding the contract.
- (b) Bids which are late, incomplete, submitted by facsimile or electronically, will not be accepted and use of correction fluid will render the bid non- responsive.
- (c) The documents must remain intact and supporting document must be attached at the back of the bid document.
- (d) Declaration pages must be fully completed and signed.
- (e) Prices must include VAT where bidder is registered as vat vendor.
- (f) Service providers bidding as a joint venture or consortium must submit an agreement signed by all parties.

**STANDARD BID DOCUMENT CHECKLIST COMPLETED BY THE BIDDER**

#	Requirement	Included in the published bid document?	To be returned by bidder.	Submitted by bidder. (tick Yes/No)	
				Yes	No
A.	Invitation to Bid (SBD1) fully completed	Yes	Yes		
B.	Proof of registration on Centralised Supplier Database (If not registered on CSD, must do so before the evaluation and award of the tender).	No	Yes (for tax verification)		
C.	Pricing Schedule (SBD 3.3) must be fully completed by the bidder.	Yes	Yes		
D.	Bidders Disclosure (SBD 4) must be fully completed by the bidder.	Yes	Yes		
E.	Preferential points Claim (6.1) must be fully completed by the bidder. Coupled with the portfolio supporting preference points claimed in a form of:  i. A copy of the company registration document,  ii. Proof in support of disability from a medically recognised body, and  iii. Proof of membership as a military veteran from a recognised body.	Yes	Yes		
F.	JV / Consortium agreement, each party must be registered on the Central Supplier Database.	No	Yes		
G.	Reference Letters in a client's letterhead, signed	No	Yes		

## **TERMS OF REFERENCE**

### **BID STRATEGY**

**APPOINTMENT OF ACCREDITED CONTRACTORS REGISTERED WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) TO SUBMIT COMPETITIVE QUOTATIONS FOR THE REFURBISHMENT / INSTALLATION OF THATCHED ROOF MATERIAL AT MNGQESHA GREAT PLACE.**

#### **1. PURPOSE**

The Department of Cooperative Governance and Traditional Affairs (COGTA) seeks to appoint a suitably qualified, accredited and experienced service provider to undertake the refurbishment / installation of thatched roof material at the Mngqesha Great Place, situated within the Rharhabe Traditional Authority.

#### **2. BACKGROUND**

The Mngqesha Great Place serves as an important cultural and traditional institution within the community. The existing thatched roof requires refurbishment to ensure the preservation of cultural heritage, structural integrity, and functionality of the building. This project aligns with government's commitment to preserving traditional architecture and supporting traditional authorities

#### **3. SUPPLY CHAIN MANAGEMENT LEGISLATIVE FRAMEWORK OF THE BID**

##### **3.1 Tax Legislation**

- 3.1.1 The tax matters of the successful bidder must be in order, or satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 3.1.2 The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 3.1.3 Bidders are required to be registered on the Central Supplier Database, and the Department shall verify the bidder's tax compliance status through the Central Supplier Database.
- 3.1.4 Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database, and their tax compliance status will be verified through the Central Supplier Database.

**3.2 Procurement Legislation**

COGTA has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and Preferential Procurement Regulations of 2022.

**3.3 Local Economic Development Procurement Framework**

In its procurement processes, COGTA employs contents of the Framework of Local Economic Development (LED) in line with Paragraph 2 of the Eastern Cape Provincial Treasury Instruction Note No. 7 of 2016/17, with the purpose of ensuring maximum retention of Provincial fiscal spend. This is aligned to the purpose of the LED Framework which is to provide a platform for state institutions to promote LED through their procurement processes. In so doing ensuring that at least 60% of their procurement is spent on products produced and supplied by suppliers in the Eastern Cape Province including SMMEs/ Qualifying Small Enterprises (QSEs).

**3.4 Construction Industry Development Board Act (CIDB Act), Act 38 of 2000**

The CIDB Act and the CIDB Regulations on Standard for Uniformity in Construction Procurement, prescribes the following mandatory requirements in relation to contractor registration on CIDB:

- 3.4.1 Contractor Grading Designation: General Building Works (GB) or Specialist Works (SW).
- 3.4.2 Active Status: Registration must be active and valid at time of tender submission and throughout contract execution

**4. TIMELINE OF THE BID PROCESS**

The period of validity is 60 days, from date of tender closure:

Activity	Due Date
Compulsory site briefing date	..... at 10:00

Bid closing date	.....at 16:00
------------------	---------------

All dates and times in this bid are South African standard time.

## 5. CONTACT AND COMMUNICATION

BIDDING PROCEDURE AND TECHNICAL ENQUIRIES MAY BE DIRECTED TO:				
CONTACT PERSON	Mr M. Gcolotela		CONTACT PERSON	Mr. V. Madini
TELEPHONE NUMBER	076 844 6394		TELEPHONE NUMBER	082 418 1090
E-MAIL ADDRESS	<a href="mailto:Demand@eccogta.gov.za">Demand@eccogta.gov.za</a> <a href="mailto:Mbuyekezo.gcolotela@eccogta.gov.za">Mbuyekezo.gcolotela@eccogta.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:vuyo.madini@eccogta.gov.za">vuyo.madini@eccogta.gov.za</a>

- 5.1 Any communication by the Bidder(s) with an official or a person acting in an advisory capacity for COGTA in respect of this tender is not allowed between the closing date and the award of the bid.
- 5.2 Whilst all due care has been taken in connection with the preparation of this bid, COGTA makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. COGTA, its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.
- 5.3 If Bidder(s) finds, or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by COGTA (other than minor clerical matters), the Bidder(s) must promptly notify COGTA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford COGTA an opportunity to consider what corrective action is necessary (if any).
- 5.4 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by COGTA will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 5.5 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other

such information confidential and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

## **6. LATE BIDS**

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

## **7. COUNTER CONDITIONS**

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

## **8. FRONTING**

8.1 Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.

8.2 The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies COGTA may have against the Bidder / contractor concerned.

## **9. SUPPLIER DUE DILIGENCE**

COGTA reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

## **10. SUBMISSION OF PROPOSALS**

- 10.1 Proposals must be deposited in the tender box situated at the **Department’s main entrance foyer at Tyamazshe Building, Phalo Avenue, Bisho** or couriered to the aforesaid address or be emailed to [quotations@eccogta.gov.za](mailto:quotations@eccogta.gov.za) and must be received not later than ..... **Bidders will have access to the tender box opening register.**
- 10.2 Completed bid documents must be submitted in a sealed envelope (one envelope), clearly marked: **“Appointment of accredited contractors registered with the Construction Industry Development Board (CIDB) to submit competitive quotations for the refurbishment / installation of thatched roof material at Mngqesha Great Place.”** **“Tender Number”** and **“the Bidder’s Name.”**
- 10.3 Bids will only be considered if received by ECCOGTA on or before the closing date and time, regardless of the method used to send or deliver such documents to ECCOGTA.
- 10.4 It is the responsibility of the bidders to ensure that their bids are received on or before the closing date and time regardless of the method used.

## **11. PROJECT DURATION**

### **11.1 Contract Period**

- 11.1.1 **Commencement Date:** immediately after contract award
- 11.1.2 **Completion Period:** 15 calendar days from commencement date
- 11.1.3 **Defects Liability Period:** 3 months from date of practical completion

### **11.2 Key Milestones**

- 11.2.1 Site handover and establishment: Day 1-2
- 11.2.2 Removal of existing thatch: Day 3-4
- 11.2.3 Installation of new thatch and ridge: Day 5-8
- 11.2.4 Final inspection and snag list: Day 10-14
- 11.2.5 Practical completion: Day 21

## **12. PROJECT SCOPE AND DELIVERABLES**

### **12.1 Scope of Work**

The service provider shall undertake the following works at Mngqesha Great Place:

#### **12.1.1 Removal of Existing Work**

- Taking down and removing existing thatch from roof area of 200m<sup>2</sup>
- Proper disposal of old thatching material in accordance with environmental regulations

- Removal of damaged or deteriorated battens and fixing materials
- Site clearance and preparation for new installation

### **12.1.2 Roof Coverings - New Thatch Installation**

**The contractor shall supply and install:**

- **Main Thatch Installation (200m<sup>2</sup> coverage):**
  - 150mm thick thatch of hand-cut grass
  - Fixed by means of suitable fixing rods interlaced through and over bundles at maximum 600mm centres
  - Secured with tarred twine to eucalyptus battens
  - Eucalyptus battens CCA treated in accordance with SANS 457-2
  - Batten diameter: 20mm to 40mm
  - Fire-retardant interlay of multi-layered reinforced double-sided aluminium foil sheeting:
- **Ridge Installation (200m linear):**
  - Cement type ridge construction
  - Application of two coats of waterproofing sealant to entire ridge
  - Proper finishing and weatherproofing

### **12.1.3 Preliminaries**

The contractor shall allow for:

- Site establishment and site clearance
- Protection of existing structures
- Safety measures and signage
- Waste management and removal
- Temporary works as required

## **12.2 Technical Specifications**

All works shall comply with:

- 12.2.1 Relevant SANS (South African National Standards) specifications
- 12.2.2 National Building Regulations
- 12.2.3 CIDB Standard for Uniformity in Construction Procurement

## **12.3 Quality Standards**

- 12.3.1 All materials shall be new, of approved quality, and from approved suppliers
- 12.3.2 Thatch grass shall be properly cured and free from mold, pests, and disease
- 12.3.3 Fire-retardant materials must have valid certification
- 12.3.4 All treated timber must have SABS certification for CCA treatment
- 12.3.5 Installation shall be performed by experienced thatching artisans

## **13. MINIMUM REQUIREMENTS**

### **13.1 Minimum Experience Requirements**

The service provider must demonstrate:

- 13.1.1 Completion of at least 1 similar project (minimum 150m<sup>2</sup> each) in the past eight (8) years
- 13.1.2 Valid relevant CIDB certification (submit proof)
- 13.1.3 Letter of good standing (COIDA)

### **13.2 Key Personnel Requirements**

The contractor must provide:-

#### **13.2.1 Project Manager/Site Supervisor/ Master Thatcher/Lead Artisan (attach a CV):**

- Minimum of 5 years' construction management experience of which 3 years' must be practical thatching experience
- Demonstrated competency in traditional thatching methods through a Portfolio of completed work (include on CV)

#### **13.2.2 Health and Safety Officer**

- Comply with the Occupational Health and Safety Act, Act 85 of 1993
- Certificate on Occupational Health and Safety or equivalent qualification, NQF 3 (submit copies)

**NB: Failure to meet the above minimum requirements will lead to disqualification.**

## **14. METHODOLOGY**

A detailed methodology aligned to the project scope and deliverables with clear time frames and outlining how the project will be executed.

## 15. EVALUATION AND SELECTION CRITERIA

The bid will be evaluated in three (3) stages as follows:

<b>Preliminary Evaluation / Administrative Requirements (Gate 1)</b>	<b>Functional / Technical Evaluation Criteria (Gate 2)</b>	<b>Price and Preference Points Evaluation (Gate 3)</b>
Bidders must submit all documents as outlined in paragraph 15.1 (Table 1) below. Only bidders that comply with ALL these criteria will proceed to Gate 2.	Bidder(s) are required to achieve a minimum of 70 points out of 100 points to proceed to Gate 3.	Bidder(s) will be evaluated out of 100 points. Gate 3 will only apply to bidder(s) who have met the threshold of 70 points.

### 15.1. GATE 1- PRELIMINARY EVALUATION - ADMINISTRATIVE COMPLIANCE

Without limiting the generality of CoGTA's other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' response will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal will be disqualified for failure to comply with any of the requirements scheduled on the table.

**Table 1: Documents that must be submitted for preliminary evaluation**

<b>Document that must be submitted</b>	<b>Non-submission will result in disqualification</b>	
	<b>YES / NO</b>	<b>REQUIRED EVIDENCE</b>
<b>Invitation to Bid – SBD 1</b>	<b>YES</b>	Complete and sign the supplied pro forma document
<b>Registration on Central Supplier Database (CSD)</b>	<b>NO</b>	Bidders must be registered as a service provider on the Central Supplier Database (CSD) and on LOGIS. If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your vendor/supplier number. Submit proof of registration.  Tax matters will be verified at the time of adjudication, and an award will not be made to the bidder whose tax matters with SARS are not in order.  In the event where CSD cannot confirm the bidders tax status, Tax pin will be requested from the service provider for confirmation on SARS e-filing.
<b>Pricing Schedule (SBD 3.3)</b>	<b>YES</b>	Attach your items pricing schedule

Document that must be submitted	Non-submission will result in disqualification	
	YES / NO	REQUIRED EVIDENCE
Declaration of Interest – SBD 4	YES	Complete and sign the supplied pro forma document
Preference Point Claim Form – SBD 6.1  Supported by relevant portfolio of evidence in support of preference points claimed on SBD 6.1.	YES  NO	Complete and sign the supplied pro forma document.  A copy of the company registration document, Proof in support of disability from a medically recognised body and proof of membership from a recognised body (military veteran).  <b>NB: Non-submission will lead to forfeiture of the relevant preference points.</b>
Consortium /Joint ventures agreement	YES	In the event of consortium /joint ventures, a signed agreement by all parties must be submitted with the bid proposal.

Only Bidders that have met the Administrative Requirement in (Gate 1) will be evaluated in Gate 2 (technical/ functionality evaluation).

## 15.2. GATE 2: EVALUATION CRITERIA FOR FUNCTIONALITY, OUT OF 100 POINTS

Criteria	Sub criteria	Max score	Evidence required
Relevant experience	<ul style="list-style-type: none"> <li>▪ Bidders with one (1) reference letters will score 70% of 40.</li> <li>▪ Service Providers with two (2) or more reference letters will score 100% of 40.</li> </ul>	40	<ul style="list-style-type: none"> <li>• Bidders must provide proof of a minimum of one (1) verifiable reference letters from satisfied previous clients that have been serviced with roof thatching installation.</li> </ul>
Methodology	<ul style="list-style-type: none"> <li>▪ Fully detailed methodology aligned to the terms of reference, with clear timeframes will score 100% of 40.</li> <li>▪ Methodology with no timeframes will score 60% of 40.</li> </ul>	40	Detailed Project Plan with clear time frames.

Criteria	Sub criteria	Max score	Evidence required
Location	<ul style="list-style-type: none"> <li>▪ Service providers operating in the Amathole will score 100% of 20.</li> <li>▪ Service providers operating outside Eastern Cape or did not submit proof of operations will score 60% of 20.</li> </ul>	20	Provide proof of locality in a form of: <ul style="list-style-type: none"> <li>▪ Municipal bill / Utility bill in the bidder's name or</li> <li>▪ Letter by the Councillor or</li> <li>▪ A valid lease agreement signed by both parties (Lessor and Lessee) in the bidder's name accompanied by utility bill of the landlord.</li> </ul>
<b>Total</b>		<b>100</b>	
<b>Minimum qualifying score</b>		<b>70</b>	

**NB: Bidders who did not meet the minimum qualifying score of 70 points will not be considered for the next valuation stage.**

### **15.3. Gate 3: Price and Preferential Points Evaluation (80+20) = 100 points**

Only Bidders that have met the requirements of Gate 2 will be evaluated in Gate 3. In terms of regulation 4 of the Preferential Procurement Regulations 2022 pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- Specific goals (maximum 20 points)

#### **15.3.1. Stage 1 – Price Evaluation (80 Points)**

**This following formula will be used to calculate the points for price:**

Criteria	Points
Price Evaluation: $P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	80

Where:  $P_s$  = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

Prices shall be firm and accommodate all the necessary logistics for the duration of the training and up to the award of the certificates of competency.

**15.3.2. Stage 2 – Specific Goals (20 Points)**

A maximum of 20 points may be allocated to a bidder for in accordance with the table below:

<b>Specific Goals</b>	<b>Number of Preference Points</b>
HDI	6
Women	4
Youth	4
Disability	3
Military Veteran	3
<b>Points Scored</b>	20

Preference points will be allocated to bidders on submission of the following set of documentation or evidence in support of preference claimed on disability and military veterans:

- Company registration document.
- A proof in support of disability from a medical recognised body;
- A proof of membership with a recognised military veteran body.

A completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1) must be submitted.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. CoGTA will accept agreements signed by both parties as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement. Points scored will be rounded off to two decimals.

**16. PRICE NEGOTIATION**

The Department reserves a right to negotiate prices with the shortlisted service providers.

**17. GENERAL CONDITIONS OF CONTRACT**

Any award made to a bidder(s) under this bid is conditional, amongst others, upon the bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which COGTA is prepared to enter into a contract with the successful Bidder(s).

**18. SPECIAL CONDITIONS OF THIS BID**

- 18.1. The quotation price is to be in South African currency and must include value-added tax, where applicable and must include disbursements.
- 18.2. COGTA reserves the right not to accept any of the submitted bid proposals. The lowest, or only bid proposal, will not necessarily be accepted.
- 18.3. COGTA will not be liable to reimburse any costs incurred by the contractor during the tender process.
- 18.4. Penalties will be applied in respect of late completion of work defined in the final contract provided that the delay is attributed on the part of the service provider.
- 18.5. The service provider:
  - 18.5.1. Undertakes to act as an independent contractor in respect of the work.
  - 18.5.2. Shall exercise all reasonable skill, care and diligence in the execution of the work and shall carry out all its obligations in accordance with professional standards.
  - 18.5.3. Shall, in all professional matters, act as a faithful adviser to the COGTA.
  - 18.5.4. Shall be deemed to have satisfied itself as to the correctness and sufficiency of the rates and prices set out in the contract for the work to be rendered.
  - 18.5.5. Shall, whenever so required by the representative, furnish the representative with particulars in writing regarding the Service Provider's arrangement for the execution of the work. Should the parties be of the opinion that the proposal submitted by the Service Provider does not ensure, inter alia, the completion of the work within a stipulated time for completion, the representative shall have the right to request that the proposal be amended to his/her satisfaction.
  - 18.5.6. Shall attend meetings with employees whenever required to do so.
  - 18.5.7. Shall not have the power or authority to enter into any contracts or otherwise to bind or incur any liability on behalf of COGTA.

- 18.6. All documents, database or any other material in any format prepared by the service provider in relation to the work shall be delivered to COGTA immediately upon the COGTA' request.
- 18.7. The Service Provider shall not attempt to recruit employees of the department during the execution of the contract or any part thereof.
- 18.8. The department will confirm the procurement through and appointment letter addressed to the successful service provider.
- 18.9. The department undertakes to pay the service provider within (30) days from the date of receipt of the correct invoice.
- 18.10. The department shall not enter into a contract where a company has directors, partners, or employees who are employed by the state.
- 18.11. All the submitted documents must be completed in full and signed.
- 18.12. All service providers enlisted by National Treasury in the restricted service provider's register will not be considered.

**19. COGTA reserves the right:**

- 19.1. To award this tender to a bidder that did not score the highest total number of points, in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000).
- 19.2. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- 19.3. To accept part of a tender rather than the whole tender.
- 19.4. To correct any mistakes at any stage of the tender that may have been in the bid documents or occurred at any stage of the tender process.
- 19.5. To cancel and/or terminate the tender process at any stage, including after the closing date and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 19.6. The department will retain 10% of the project costs and that will be release at the end of defect liability period of one month.

**20. CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

COGTA reserves its right to disqualify any bidder who either itself or any of whose members or Directors:

- 20.1. Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- 20.2. Seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 20.3. Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of COGTA's officers, directors, employees, advisors or other representatives;
- 20.4. Makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 20.5. Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- 20.6. Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- 20.7. Has in the past engaged in any matter referred to above; or
- 20.8. Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

## **21. PREPARATION COST**

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

## **22. INDEMNITY**

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

bidder indemnifies and holds COGTA harmless from any and all such costs which COGTA may incur and for any damages or losses COGTA may suffer.

## **23. PRECEDENCE**

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

## **24. LIMITATION OF LIABILITY**

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

## **25. TAX COMPLIANCE**

25.1. No tender shall be awarded to a bidder who is not tax compliant. COGTA reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award or has submitted a fraudulent Tax Clearance Certificate to COGTA, or whose verification against the Central Supplier Database (CSD) proves non-compliant.

25.2. Bidders must note that in addition to being tax compliant at the time of award of the contract, which will be verified with SARS or the CSD, it is incumbent upon the successful bidder/s to ensure that they are at all times tax compliant over the entire duration of the contract. Failure to ensure tax compliance may prevent the Department/Public Entity from issuing orders when goods/services are required. In such instances, the Department/Public Entity reserves the right to procure outside of the contract. Furthermore, if the Department/Public Entity is prevented from obtaining the relevant goods/services on the

contract, such constitutes a breach of contract and will be dealt with accordingly, including the recovery of damages/adverse costs where applicable.

## **26. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. COGTA reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

## **27. CONFIDENTIALITY**

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with COGTA's examination and evaluation of a Tender.

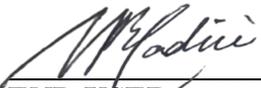
No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by COGTA remain proprietary to COGTA and must be promptly returned to COGTA upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure COGTA's written approval prior to the release of any information that pertains to:

- 27.1. the potential work or activities to which this bid relates; or
- 27.2. the process which follows this bid. Failure to adhere to this requirement may result in **disqualification from the bid process and civil action.**

## **28. AVAILABILITY OF FUNDS**

Should funds no longer be available to pay for the execution of the responsibilities of this tender, COGTA may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

  
\_\_\_\_\_  
END USER:

2026/02/13  
DATE

RECOMMENDED / ~~NOT RECOMMENDED~~

  
\_\_\_\_\_  
DEPUTY DIRECTOR: DEMAND AND ACQUISITION

13/02/2026  
DATE

RECOMMENDED / ~~NOT RECOMMENDED~~

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
DIRECTOR: SUPPLY CHAIN MANAGEMENT  
COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS

2026/02/16  
DATE

APPROVED / ~~NOT APPROVED~~

\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
CHIEF FINANCIAL OFFICER  
COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS

17/02/2026  
DATE