



**EXPRESSION OF INTEREST FOR CONTRACTORS THAT ARE MILITARY VETERANS AND PERSONS WITH DISABILITIES ONLY TO PARTICIPATE IN THE INTEGRATED CONTRACTOR DEVELOPMENT PROGRAMME (ICDP) OF THE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE AND HUMAN SETTLEMENT (DPWI & HS) FOR A PERIOD OF THREE (3) YEARS.**

**SCMU5-25/26-0057**

**NAME OF COMPANY:** \_\_\_\_\_

**CSD Nr:** \_\_\_\_\_

**CRS Nr:** \_\_\_\_\_

**CLOSING DATE: 23 SEPTEMBER 2025**

**TIME: 11:00 am**

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

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

**SCM RELATED ENQUIRIES**

Email Address: [supply.chain@ecdpc.gov.za](mailto:supply.chain@ecdpc.gov.za)

**TECHNICAL /PROJECT SPECIFIC ENQUIRIES**

Enquires: Ms. H. George

Email Address: [hombakazi.noqayi@ecdpc.gov.za](mailto:hombakazi.noqayi@ecdpc.gov.za)

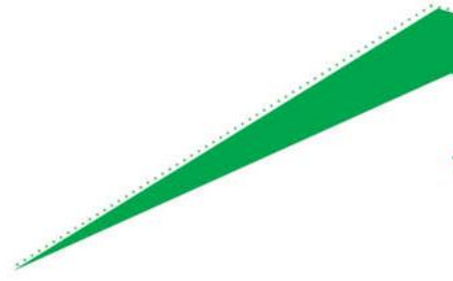
Tell/Cell No: 040 602 4477

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

**FOR COMPLAINTS, FRAUD, & TENDER ABUSE:**

**Call: 0800 701 1701**





NO.	DOCUMENT DESCRIPTION	Included	
		Yes	No
1.	This Document should be returned in its original format		
2.	Invitation to expression of interest is completed and signed		
3.	SBD 4- Declaration of Interest is completed and signed		
4.	Please fill the demographics table attached		
5.	Returnable Documents: Company Registration documents, Companies Act 71 of 2008		
6.	Copies of your company registration documents (CIPRO) listing all members with percentages, in case of a CC.		
7.	Returnable Documents: Copies of ID's of Directors		
8.	Returnable Documents: (Annexure A) Declaration		
9.	Returnable Documents: Resolution to sign (Annexure B)		
10.	Returnable Documents: Part of SBD 4 (Annexure C)		
11.	Stamped Project Reference by the employer for grade 1 to 6 (Annexure D)		
12.	Returnable Documents: Addendum (Annexure E)		
13.	Returnable Document: Selection of operations (Annexure F)		
14.	Company experience: appointment letter and Practical Completion		
15.	Certified copies of Built Environment qualifications/certificates		
16.	Copy of active CIDB registered for Grade 1-6		
17.	Valid certificate of NHBRC		
18.	Certified Proof of physical address/ residence (Municipal letter or proof of lease agreement or letter from the Councilor		
19.	Certified copies of Trade test Certificates or qualifications		
20.	CSD print out		
21.	Certified letter of Military Veterans from the Department of Military Veterans		
22.	A medical Certificate of disability from registered practitioner		



## Tender Notice and Invitation to Tender

**EXPRESSION OF INTEREST FOR CONTRACTORS THAT ARE MILITARY VETERANS AND PEOPLE WITH DISABILITY ONLY TO PARTICIPATE IN THE INTEGRATED CONTRACTOR DEVELOPMENT PROGRAMME (ICDP) OF THE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE AND HUMAN SETTLEMENT (DPWI & HS) FOR A PERIOD OF THREE (3) YEARS.**

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

**No compulsory** briefing meeting will be held

Queries relating to the issue of these documents may be addressed in writing to SCM email: [supply.chain@ecdpw.gov.za](mailto:supply.chain@ecdpw.gov.za); Technical **enquiries**: may be addressed in writing to Ms. Hombakazi George – Cell: 082 445 1512, email: [Hombakazi.noqayi@ecdpw.gov.za](mailto:Hombakazi.noqayi@ecdpw.gov.za)

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

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

### **B. TENDER SUBMISSIONS:**

Bids must be submitted in sealed envelopes clearly marked **“SCMU5-25/26-0057”: EXPRESSION OF INTEREST FOR CONTRACTORS THAT ARE MILITARY VETERANS AND PERSONS WITH DISABILITIES ONLY TO PARTICIPATE IN THE INTEGRATED CONTRACTOR DEVELOPMENT PROGRAMME (ICDP) OF THE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE AND HUMAN SETTLEMENT (DPWI & HS) FOR A PERIOD OF THREE (3) YEARS.**



Province of the  
**EASTERN CAPE**  
PUBLIC WORKS & INFRASTRUCTURE

The Tender Document must be deposited in the bid box below

REGIONS	PHYSICAL ADDRESS OF BID BOX WHERE COMPLETED DOCUMENTS CAN BE RETURNED	CONTACT PERSON FOR DIRECTIONS TO THE OFFICE
HEAD OFFICE	DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE Public Works and Infrastructure, Qhasana Building, Ground Floor, BISHO	Enquires: <a href="mailto:supply.chain@ecdpw.gov.za">supply.chain@ecdpw.gov.za</a> Tel No: 040 602 4000/4563
AMATHOLE & BUFFALO CITY	DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE Corner of Scholl and Amalinda Main Road Amalinda Block B Building- Reception Area East London	Mr. Dumisani Magwala <a href="mailto:dumisani.magwala@ecdpw.gov.za">dumisani.magwala@ecdpw.gov.za</a> 043 7115798
ALFRE D NZO	DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE Block A, Corner Nkosi Senyukele Jojo and Ngqubusini Street, off Ntsizwa Street, Mount Ayliff	Mr. S. Mgcikeni <a href="mailto:Sithembile.Mgcikeni@ecdpw.gov.za">Sithembile.Mgcikeni@ecdpw.gov.za</a> 039 254 6844
JOE GQABI	DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE  Themba Nkojana Office Park 3102, N6 Road, Aliwal North	Mr. Tieho Nyokana <a href="mailto:Tieho.Nyokana@ecdpw.gov.za">Tieho.Nyokana@ecdpw.gov.za</a> 051 611 9800
CHRIS HANI	DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE Ground Floor Reception Area Old CPA Building Queenstown	Ms. N. Dokoda <a href="mailto:nosiphe.dokoda@ecdpw.gov.za">nosiphe.dokoda@ecdpw.gov.za</a> 045 807 6606/15
O.R. TAMBO	DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE KD Matanzima Building Ground Floor – Foyer Mthatha	Ms. L. Mbaleni <a href="mailto:lindiwe.mbaleni@ecdpw.gov.za">lindiwe.mbaleni@ecdpw.gov.za</a> 047 505 2716
SARAH BAARTMAN & NELSON MANDELA	DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE Ground floor, Old Ford House Building 55 Albany and Westbourne Road Port Elizabeth	Ms. V. Mendu <a href="mailto:viwe.mendu@ecdpw.gov.za">viwe.mendu@ecdpw.gov.za</a> 041 390 9067

The Eastern Cape Department of Public Works & Infrastructure and Human Settlement hereby invites Contractors who are Military Veterans and Persons with disabilities with a CIDB Grading of 1-6 in the following Class of works: **GB, EB, ME, SQ, SH, SO, SI and SM**, to submit their interest for the ICDP.

Contractors are expected to, along with compliance issues, meet the Selection Criteria and score a minimum of 70 points and above to be admitted into the programme.

**Designated Groups Targets**

PERSONS DISABILITY	WITH	10%
MILITARY VETERANS		10%

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

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

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

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

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

Tenderers must be registered on the National Treasury Central Supplier Data Base and proof of registration must be submitted with the expression (<https://secure.csd.gov.za>).

Technical enquiries shall be directed to Hombakazi George only in writing at [hombakazi.noqayi@ecdpw.gov.za](mailto:hombakazi.noqayi@ecdpw.gov.za) and Supply Chain Management enquiries [scm@supplychain.gov.za](mailto:scm@supplychain.gov.za) office hours.

Sealed envelopes indicating the relevant expression of interest number.

Tender submissions shall be submitted as an original copy.

**Please note:**

This document must be completed by all Eastern Cape Contractors that are Military Veterans and Persons with Disability who wish to be part of the Expression of interest within the Eastern Cape Province in the Department of Public Works & Infrastructure and Human Settlement [DPWI&HS] Database.



### **C. BID EVALUATION:**

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

**Phase One:** Functionality for the company to be evaluated further will have to score a minimum of 70%.

**Phase Two:** Compliance and responsiveness to the bid rules and conditions; for them to be selected.

**The company shall be responsive to the conditions below, failing which the company will be non-responsive**

### **PHASE TWO: Compliance**

1. Expression of interest document (This Document must be submitted in its original format)
2. Expression of interest documents which are late, incomplete, unsigned or submitted by facsimile or electronically will not be accepted.
3. Service providers must be a legal entity or partnership or corporative or consortium
4. SBD4 must be duly completed and signed. Does the applicant or any of its directors/trustees/shareholders/members/partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are applying for this contract, such interest must be disclosed on question 2.3.1 of SBD 4.
5. The following Annexure must be duly completed & signed:
  - Annexure A – Declaration.
  - 5.1 Annexure B - Resolution to Sign must be duly completed & signed (if applicable).
  - 5.2 Addendum D – Project Preference.
  - 5.3 Annexure E – Addendum.
  - 5.4 Annexure F – Selection of operations.
6. The company must at least have a director that has minimum of 51% as an HDI in order to be prioritized in the programme.
7. Priority will be given to Eastern Cape Contractors.
8. Selection will be done to companies that has Military Veterans or Persons with disabilities only.
9. Applicants must fully complete the application form.
10. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
11. A valid certified copy of NHBRC certificate or an active CIDB register print out.





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

1. The entity should be registered with the South African Registrar of Companies (CIPRO)
2. The applicants should provide certified copies of South African Identity Documents of all Directors/ Members of the entity.
3. Directors should be fully involved in the operations of the construction business.
4. A contractor will only be registered in one district and proof of address will be the basis of allocation. In the event that a contractor has permanent offices in more than one district preferred address on CSD will be considered.
5. For purpose of this program, a person cannot be a director/shareholder in more than one company registered on the database.
6. The database will be managed in accordance with the CIDB Regulations and the Department of Public Works & Infrastructure Eastern Cape's SCM Policy.

Where applicable, the term "bidder" and "contractor" are referring to the "applicant".

**BID SPECIFICATIONS, CONDITIONS AND RULES**

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



**THE FOLLOWING PARTICULARS MUST BE FURNISHED**

Name of Applicant Name of Contractor/Company	
Postal Address	
Street Address	
Telephone Number	Code:            Number:
Cell phone Number	
Facsimile Number	Code:            Number:
CRS number	
NHBRC number	
CSD number	
Email address	
VAT Registration Number (If applicable)	
<b>Specify the local Municipality</b>	

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

<b>NAME OF AUTHORIZED SIGNATORY</b>	
<b>*AUTHORIZED SIGNATURE OF CONTRACTOR</b>	

**\*FAILURE TO SIGN WILL RESULT IN YOUR APPLICATION BEING DISQUALIFIED**





Clause	Submission Data
1	The employer is: The Eastern Cape Department of Public Works & Infrastructure and Human Settlement.
2	The employer's agent is: Hombakazi George E-mail: <a href="mailto:hombakazi.noqayi@ecdpw.gov.za">hombakazi.noqayi@ecdpw.gov.za</a>
3	The language for communications is English

**PHASE ONE: FUNCTIONALITY**

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

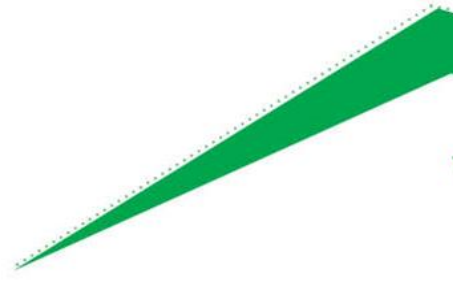
*The company scoring an average score below **70 points** will be considered as DISQUALIFIED for to being part of the programme.*

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

<b>GRADE 1</b>		
Selection criteria	Evaluation schedule	Maximum number of points
At least has relevant project experience of minimum of R 20 000.00	Schedule 1	10
Have a built environment qualification or certificate within the built environment	Schedule 2	10
The company must at least have one director that owns shares as Military Veterans/dependant <b>or</b> a person with disability	Schedule 3	50
Company must be registered with CIDB or NHBC	Schedule 4	30
<b>Maximum possible score</b>		<b>100</b>



GRADE 1 GENERAL SCORING				
BID EVALUATION CRITERIA		SCALE / SCORE	WEIGHT	TOTAL (MAX) POINTS
<b>1. RELEVANT PROJECT EXPERIENCE</b> - PROOF OF PROJECTS/EXPERIENCE (COMPLETION CERTIFICATES SIGNED, APPOINTMENT LETTER ON A CLIENT LETTER HEAD MUST BE ATTACHED): <b>POINTS: 10</b> <b>Breakdown of Points:</b> <ul style="list-style-type: none"> <li>Contractor must have completed at least 1 project with a minimum value of R20 000.00 or above. Attach a Practical Completion Certificate or testimonial form completed by client with the bid.</li> <li>or Contractor is currently busy with a project of the value of R20 000.00 or more. attach an appointment letter.</li> <li>Or contractor that has no experience at all</li> </ul>				
		2	5	10
		1	5	5
		0	5	0
<b>2. Have a qualification in built environment</b> <b>Points: 10</b> <b>Breakdown of Points:</b> <ul style="list-style-type: none"> <li>Attach a certified copy of at least 1 Director within the company having any built environment qualification of N1/N6 or National Diploma or higher or trade test.</li> <li>Attach appointment letter and a certified copy of any built environment qualification of N1/N6 or National Diploma or higher or trade test certificate of a person appointed by the company</li> <li>Or contractor that has not attached qualification/certificate within built environment</li> </ul>				
		2	5	10
		1	5	5
		0	5	0



	<b>3. Demographics ownership</b> <b>Points: 50</b> <b><u>Break Down of Points</u></b> <ul style="list-style-type: none"> <li>The company must at least have one director that owns 51% or more shares as a Military Veteran. Attach proof of letter from Military Veterans Department with the bid</li> </ul> <p><b>OR</b></p> <ul style="list-style-type: none"> <li>The company must at least have one director that owns less than 51% shares as a Military Veteran. Attach proof of letter from Military Veterans Department with the bid</li> </ul> <p><b>OR</b></p> <ul style="list-style-type: none"> <li>The company must at least have one director that has a Person with disabilities who owns 51% or more shares. Attach proof of medical certificate from a registered practitioner.</li> </ul> <p><b>OR</b></p> <ul style="list-style-type: none"> <li>The company must at least have one director that has a Person with disabilities who owns less than 51% shares. Attach proof of medical certificate from registered practitioner.</li> </ul> <ul style="list-style-type: none"> <li>The company does not have a director who is a Military Veteran or Person with Disability.</li> </ul>	10	5	50	
	<b>4. The Company Compliances</b> <b>Points: 30</b> <b><u>Break Down of Points</u></b> <ul style="list-style-type: none"> <li>The company must be registered with CIDB and be active or have a valid certificate with NHBRC.</li> </ul>	6	5	30	



	<ul style="list-style-type: none"> <li>The company not compliant in all the above</li> </ul>	0	5	0
--	--	---	---	---

**GRADE 2 to 6**

Quality criteria	Maximum number of points
At least one Director having a qualification within the built environment	10
Project references	10
The company must at least have one director that owns shares as Military Veterans <b>or</b> have a person with disabilities who owns or more shares	50
Company Compliance	30
<b>Maximum possible score</b>	<b>100</b>

BID EVALUATION CRITERIA	SCALE / SCORE	WEIGHT	TOTAL (MAX) POINTS
<b>1. Have a qualification or certificates in built environment</b> <b>Points: 10</b> <u><b>Breakdown of Points:</b></u>			
<ul style="list-style-type: none"> <li>Attach a certified copy of at least 1 Director within the company having any built environment qualification National N1/N6 or Diploma or higher or trade test.</li> </ul>	2	5	10
<ul style="list-style-type: none"> <li>Attach appointment letter and a certified copy of any qualification N1/N6 or National Diploma or higher or trade test of a person appointed by the company.</li> </ul>	1	5	5
<ul style="list-style-type: none"> <li>No qualification and certificate attached</li> </ul>	0	5	0



<p><b>2. PROJECT REFERENCE – PROOF OF PAST PERFORMANCE</b> (attach the project references from Previous project managers, stamped by a project manager and signed and submit with this bid)</p> <p><b>Points: 10</b> <b><u>Breakdown of Points:</u></b></p> <ul style="list-style-type: none"> <li>Bidder scoring Excellent in all categories in the past 1 project.</li> <li>Bidder scoring Good in some areas in all categories in the past 1 project.</li> <li>or Bidder scoring rated very poor points in some areas or all areas in all categories in the past 1 project.</li> </ul>	<p>2</p> <p>1</p> <p>0</p>	<p>5</p> <p>5</p> <p>5</p>	<p>10</p> <p>5</p> <p>0</p>	
<p><b>5. Demographics ownership</b> <b>Points: 50</b> <b><u>Break Down of Points</u></b></p> <ul style="list-style-type: none"> <li>The company must at least have one director that owns 51% or more shares as a Military Veteran. Attach proof of letter from Military Veterans Department with the bid</li> </ul> <p><b>OR</b></p> <ul style="list-style-type: none"> <li>The company must at least have one director that owns less than 51% shares as a Military Veteran. Attach proof of letter from Military Veterans Department with the bid</li> </ul> <p><b>OR</b></p> <ul style="list-style-type: none"> <li>The company must at least have one director that has a Person with disabilities who owns 51% or more shares. Attach proof of medical certificate from a registered practitioner.</li> </ul> <p><b>OR</b></p>	<p>10</p> <p>5</p> <p>10</p>	<p>5</p> <p>5</p> <p>5</p>	<p>50</p> <p>25</p> <p>50</p>	



<ul style="list-style-type: none"> <li>The company must at least have one director that has a Person with disabilities who owns less than 51% shares. Attach proof of medical certificate from registered practitioner.</li> </ul>	5	5	25	
<p>The company does not have a director who is a Military Veteran or Person with Disability.</p>	0	5	0	
<p><b>3. The Company Compliances</b></p> <p><b>Points: 30</b> <b><u>Break Down of Points</u></b></p> <ul style="list-style-type: none"> <li>The company must have active CIDB register or have a valid certificate with NHBRC.</li> </ul>	6	5	30	
<ul style="list-style-type: none"> <li>The company not compliant in all the above</li> </ul>	0	5	0	

Scale score x weight = Total score in (functionality)

## **SCOPE OF WORK/ TERMS OF REFERENCE**

### **Integrated Contractor Development Programme (ICDP)**

The Integrated Contractor Development Programme is a bold initiative of the Eastern Cape Department of Public Works and Infrastructure that is aimed at transforming the construction industry by developing a new pool of contracting capability and enhancing the capacity and capability of the existing contractors from Grades 1 to 6 within the General Building, Electrical Building, Mechanical Engineering and Specialized Categories, in accordance with the Construction Industry requirements.

It is the intention of the Department to transform the ownership patterns and the development of the critical skills base of the Eastern Cape construction industry by ensuring that a sustainable number of contractors are deliberately targeted for support and development in a manner that meets the five key constitutional pillars of procurement. The support will be in the form of Technical and Soft Skills training, Financial Bridging support, Materials supplier, Quick payment cycles, mentorship and award of projects. The programme will be running for a period of 3 Years.

The DPWI hereby invites Built Environment Contractors with a CIDB Grading of **1-6** in the following Class of works: **GB, EB, ME** and specialist works (**SQ, SH, SO, SI, SM**) or contractors that have valid NHBRC certificate to submit their interest for the **ICDP**.





### Who Can Apply?

- Only companies owned by contractors that are Military veterans or People with disability will apply.

The companies selected for the programme are expected to participate 100% in the programme when needed. Failure to do so will lead to dismissal from the programme e.g.

### The following are examples of things that will lead to dismissal from the programme: -

- If a contractor is invited for training and does not attend for the duration of the training.
- If a contractor did not attend information workshops when invited to do so.
- If a contractor does not collect a tender document on more than two occasions.
- If a contractor does not attend compulsory briefings on more than two occasions.
- If a contractor does not return tender documents on more than two occasions.
- If a qualifying contractor does not upgrade on the CIDB register.

### CIDB CLASSES OF WORKS

<b>Please tick to select</b>	<b>Select the categories registered on as per your CIDB registration certificate.</b> <i>(Note: A contractor may register for more than 1 range per CIDB class of work but the leading grade will supersede.</i>				
<b>GRADE 1</b>	<b>GRADE 2</b>	<b>GRADE 3</b>	<b>GRADE 4</b>	<b>GRADE 5</b>	<b>GRADE 6</b>
GB <input type="checkbox"/>	GB <input type="checkbox"/>	GB <input type="checkbox"/>	GB <input type="checkbox"/>	GB <input type="checkbox"/>	GB <input type="checkbox"/>
EB <input type="checkbox"/>	EB <input type="checkbox"/>	EB <input type="checkbox"/>	EB <input type="checkbox"/>	EB <input type="checkbox"/>	EB <input type="checkbox"/>
ME <input type="checkbox"/>	ME <input type="checkbox"/>	ME <input type="checkbox"/>	ME <input type="checkbox"/>	ME <input type="checkbox"/>	ME <input type="checkbox"/>
SQ <input type="checkbox"/>	SQ <input type="checkbox"/>	SQ <input type="checkbox"/>	SQ <input type="checkbox"/>	SQ <input type="checkbox"/>	SQ <input type="checkbox"/>
SH <input type="checkbox"/>	SH <input type="checkbox"/>	SH <input type="checkbox"/>	SH <input type="checkbox"/>	SH <input type="checkbox"/>	SH <input type="checkbox"/>
SO <input type="checkbox"/>	SO <input type="checkbox"/>	SO <input type="checkbox"/>	SO <input type="checkbox"/>	SO <input type="checkbox"/>	SO <input type="checkbox"/>
SI <input type="checkbox"/>	SI <input type="checkbox"/>	SI <input type="checkbox"/>	SI <input type="checkbox"/>	SI <input type="checkbox"/>	SI <input type="checkbox"/>
SM <input type="checkbox"/>	SM <input type="checkbox"/>	SM <input type="checkbox"/>	SM <input type="checkbox"/>	SM <input type="checkbox"/>	SM <input type="checkbox"/>



### Submission Data

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

1. **Department of Public Works and Infrastructure SCM, EPWP and ICDP policies**
2. **ANS 10845-4 (2015) - Construction Procurement Part 4: Standard Conditions for the Calling for Expressions Of Interest**

The standard conditions for calling for expressions of interest make several references to the submission data and shall have precedence in the interpretation of any ambiguity or inconsistency between the submission data and the standard conditions for calling for expressions of interest. Each item of data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.



**ANNEXURE A**

**DECLARATION (VALIDITY OF INFORMATION PROVIDED)**

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

.....  
**SIGNATURE OF DECLARER**

**DATE**

.....  
**POSITION OF DECLARER**

**NAME OF COMPANY OF BIDDER**

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

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

**I. Should the bidder disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between the DPWI&HS and such bidder.**



**ANNEXURE B**

**RESOLUTION FOR SIGNATORY**

**CERTIFICATE OF AUTHORITY FOR SIGNATORY**

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

An example is given below:

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

SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS/HER CAPACITY AS: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF SIGNATORY: \_\_\_\_\_

WITNESSES:

1. \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

**IMPORTANT NOTICE: RESOLUTION TO SIGN**

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

**II. DECLARATION**

I, THE UNDERSIGNED NAME .....  
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.3.1 ABOVE  
CORRECT. I ACCEPT THAT THE PRINCIPAL MAY ACT AGAINST ME IN TERMS OF PARAGRAPH  
23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE  
FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

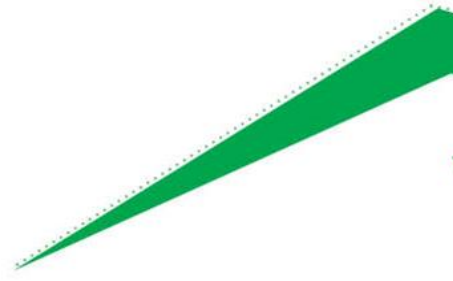


Province of the  
**EASTERN CAPE**  
PUBLIC WORKS & INFRASTRUCTURE

SBD 1

**PART A**  
**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (DEPARTMENT OF PUBLIC WORKS &amp; INFRASTRUCTURE)</b>					
BID NUMBER:	SCMU5-25/26-0057	CLOSING DATE:	23 SEPTEMBER 2025	CLOSING TIME:	11H00
DESCRIPTION	EXPRESSION OF INTEREST FOR CONTRACTORS THAT ARE MILITARY VETERANS AND PERSONS WITH DISABILITIES ONLY TO PARTICIPATE IN THE INTEGRATED CONTRACTOR DEVELOPMENT PROGRAMME (ICDP) OF THE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE AND HUMAN SETTLEMENT (DPWI & HS) FOR A PERIOD OF THREE (3) YEARS.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE REGIONAL OFFICE OR HEAD OFFICE (QHASANA BUILDING)</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
a) 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]		b) 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		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA)
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF THE BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....





**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. BIDDER'S DECLARATION**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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:

.....  
.....

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:

.....  
.....

<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.



### 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.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

---

<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.



Province of the  
**EASTERN CAPE**  
PUBLIC WORKS & INFRASTRUCTURE

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



**ANNEXURE D**

**Project Reference Forms –1 for grades 2 – 6**

<b>Project title:</b>	<b>EXPRESSION OF INTEREST FOR CONTRACTORS THAT ARE MILITARY VETERANS AND PERSONS WITH DISABILITIES ONLY TO PARTICIPATE IN THE INTEGRATED CONTRACTOR DEVELOPMENT PROGRAMME (ICDP) OF THE DEPARTMENT OF PUBLIC WORKS &amp; INFRASTRUCTURE AND HUMAN SETTLEMENT (DPWI &amp; HS) FOR A PERIOD OF THREE (3) YEARS.</b>
<b>Project Number:</b>	<b>SCMU5-25/26-0057</b>

**NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager of the project that the company was involved with.**

\_\_\_\_\_ (name and surname) of  
\_\_\_\_\_ (company name) declared  
that I was the Project Manager on the following building construction project successfully  
executed by \_\_\_\_\_ (name of tenderer):

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

Contract value: \_\_\_\_\_

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc						
<b>TOTAL</b>						



Province of the  
**EASTERN CAPE**  
PUBLIC WORKS & INFRASTRUCTURE

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

---

---

D. My contact details are:

Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Thus, signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2025

\_\_\_\_\_  
Signature of principal agent

**NOTE:**

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Signature of Tenderer

\_\_\_\_\_  
Date

In the project reference will take the total score in each reference and divide by 5 and divide by the number of references submitted.

COMPANY STAMP



**ANNEXURE E**

**B-1 Record of Addenda to Tender Documents**

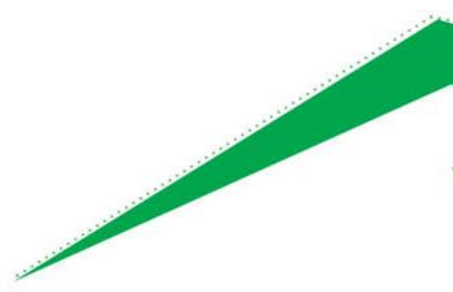
RECORD OF ADDENDA TO BID DOCUMENTS	
<b>Project title</b>	<b>EXPRESSION OF INTEREST FOR CONTRACTORS THAT ARE MILITARY VETERANS AND PERSONS WITH DISABILITIES ONLY TO PARTICIPATE IN THE INTEGRATED CONTRACTOR DEVELOPMENT PROGRAMME (ICDP) OF THE DEPARTMENT OF PUBLIC WORKS &amp; INFRASTRUCTURE AND HUMAN SETTLEMENT (DPWI &amp; HS) FOR A PERIOD OF THREE (3) YEARS.</b>
<b>SCMU5 Number</b>	<b>SCMU5-25/26-0057</b>
I / We confirm that the following communications received from the Department of Public Works & Infrastructure before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)	

Item	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			





Province of the  
**EASTERN CAPE**  
PUBLIC WORKS & INFRASTRUCTURE



Signed

Date

Name

Position

*Enterprise name*



**ANNEXURE F**

**Locality**

Please tick one box only

Tick to select (one)	Locality
<b>Eastern Cape Districts</b>	
<input type="checkbox"/>	1. Sarah Baartman
<input type="checkbox"/>	2. Buffalo City Metro
<input type="checkbox"/>	3. Nelson Mandela Metro
<input type="checkbox"/>	4. Amathole
<input type="checkbox"/>	5. Chris Hani
<input type="checkbox"/>	6. Joe Gqabi
<input type="checkbox"/>	7. OR Tambo
<input type="checkbox"/>	8. Alfred Nzo

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed

Date

Name

Position

Enterprise name



## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

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

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

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

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

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

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

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.



- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such 6 obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

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

## **5. Use of contract documents and information inspection.**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so, required by the purchaser.



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

## **6. Patent rights**

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

## **7. Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

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

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

(b) a cashier's or certified cheque

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

## **8. Inspections, tests and analysis**

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers' cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.



8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

## **14. Spare parts**

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





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

## **15. Warranty**

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

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

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

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

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

## **16. Payment**

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

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

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

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

## **17. Prices**

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

## **18. Contract amendments**

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



## **19. Assignment**

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or



(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

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

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

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

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

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

## **24. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of 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 favorable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which 13 may be due to him



## **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for insolvency**

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation; it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

## **28. Limitation of liability**

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and 14

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

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



### **30. Applicable law**

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

### **31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

### **32. Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

### **33. National Industrial Participation (NIP) Programme**

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

### **34 Prohibition of Restrictive practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998. 15

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.