Province of the
EASTERN CAPE
PUBLIC WORKS & INFRASTRUCTURE

SCMU5-26/27-0054

TERM CONTRACT: SUPPLY AND DELIVERY OF TRAINING MATERIALS FOR PRACTICAL TRAINING OF APTCOD AND NATIONAL YOUTH SERVICE(NYS) LEARNERS FOR A PERIOD OF TWELVE (12) MONTHS

Name of bidder______________________________________

Bidder's CSD registration no.__________________________

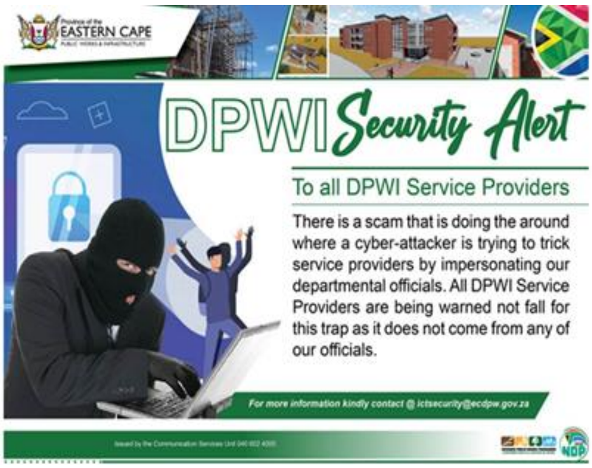
Closing date and time: 15 October 2026 at 11:00 am

Bid Validity Period: 120 days

ENQUIRIES:
SUPPLY CHAIN MANAGEMENT
EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE
QHASANA BUILDING
PRIVATE BAG X 0022
BHISHO

SCM RELATED ENQUIRIES
Email Address: supply.chain@ecdpw.gov.za
(Please note it is recommended to use email for any enquiries)

TECHNICAL ENQUIRES
Enquiries: Mr. Xolani Msadu
Tell no: 040 602 4408
Email Address: xolani.msadu@ecdpw.gov.za
(Please note It is recommended use email for any enquiries)



Fraud, Complaints & Tender Abuse Hotline
0800 701 701 (toll free number)

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORK & INFRASTRUCTURE					
BID NUMBER:	**SCMU5-26/27-0054**	CLOSING DATE:	**15 OCTOBER 2026**	CLOSING TIME:	**11H00**
DESCRIPTION	**TERM CONTRACT: SUPPLY AND DELIVERY OF TRAINING MATERIALS FOR PRACTICAL TRAINING OF APTCOD AND NATIONAL YOUTH SERVICE(NYS) LEARNERS FOR A PERIOD OF TWELVE (12) MONTHS**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
AT DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE, INDEPENDENCE AVENUE, GROUND FLOOR, QHASANA BUILDING, BISHO					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	SCM	CONTACT PERSON	Mr. Xolani Msadu
TELEPHONE NUMBER		TELEPHONE NUMBER	040 602 4408
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	
E-MAIL ADDRESS	supply.chain@ecdpw.gov.za	E-MAIL ADDRESS	xolani.msadu@ecdpw.gov.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
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?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPACOST 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."

For ease of reference, Bidders shall enter their Price in the space provided below:		
SERVICE REQUIRED	**GRAND TOTAL (amount in figures)**	**GRAND TOTAL (amount in words)**
SUPPLY AND DELIVERY OF TRAINING MATERIALS FOR PRACTICAL TRAINING OF APTCOD AND NATIONAL YOUTH SERVICE(NYS) LEARNERS FOR A PERIOD OF TWELVE (12) MONTHS	R…………………….. (Carried over from SBD 3.1)	……………………………………………………………… ……………….. ……………………………………………………………… (Carried over from SBD 3.1)

(1) Failure to sign this bid automatically invalided the bid.

SIGNATURE OF BIDDER: ………………………………………

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

DATE: ……………………………….…………...

BID NOTICE
SCMU5-26/27-0054
TERM CONTRACT: SUPPLY AND DELIVERY OF TRAINING MATERIALS FOR PRACTICAL TRAINING OF APTCOD AND NATIONAL YOUTH SERVICE(NYS) LEARNERS FOR A PERIOD OF TWELVE (12) MONTHS.

Tender documents are downloadable for free of charge from National Treasury's eTender Portal: (http://www.etenders.gov.za/content/advertised-tenders) or from the Department of Public Works and Infrastructure website (www.ecdpw.gov.za/tenders) from **11 September 2026**

Completed bid documents in a sealed envelope endorsed with the relevant bid number, bid description and the closing date, must be deposited in the bid box not later than **11h00** on the **15 October 2026**

Physical Address of Bid Box: Department of Public Works, Qhasana Building, Ground floor, Bhisho

Bidders must ensure that bids submitted via courier services are deposited by the courier service in the Departmental bid box prior to the closing date and that it is not delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box

A. BID EVALUATION

This bid will be evaluated in Three (3) phases as follows:
Phase One: Administrative Compliance,
Phase Two: Bidders passing all stages above will be evaluated on PPPFA and PPR 2022

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS AND PPR 2022 WILL BE APPLIED AS FOLLOWS:

Maximum points on price	-	**80 points**
Specific goals	-	**20 points**
Maximum points	-	**100 points**

1. **BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS**:

   The minimum specifications, bid evaluation criteria and other special conditions of bid and rules are detailed in the bid document.

   1. **SBD4 must be duly completed and signed. 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, such interest must be disclosed on question 2.4.1. of SBD4**
   2. The department intend to award this bid to highest point score/s
   3. Supply and deliver practical training materials for artisan and occupational skills training.
   4. Deliver materials to designated training centres and Departmental sites throughout the Eastern Cape.
   5. Replace defective or damaged materials where necessary.
   6. Ensure timely delivery in accordance with Departmental requirements.
   7. Bidders must score points in each criteria (Capacity, Experience, Technical) of the phase 2 Functionality.
   8. The bid will be valid for a period of 120 days after the closing date.

B. TENDER SUBMISSIONS:

Bids must be submitted in sealed envelopes clearly marked **"SCMU5-26/27-0054 TERM CONTRACT: SUPPLY AND DELIVERY OF TRAINING MATERIALS FOR PRACTICAL TRAINING OF APTCOD AND NATIONAL YOUTH SERVICE(NYS) LEARNERS FOR A PERIOD OF TWELVE (12) MONTHS"**

C. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:

SCM SPECIFIC ENQUIRIES:
Email Address: supply.chain@ecdpw.gov.za.
Tel no: 040-602 4563/4000

TECHNICAL /PROJECT SPECIFIC ENQUIRIES
Enquires: Mr. Xolani Msadu
Tell no: 040 602 4408
Email Address: xolani.msadu@ecdpw.gov.za
(Please note It is recommended us email for any enquiries)

Fraud, Complaints & Tender Abuse Hotline
0800 701 701 (toll free number)

SPECIAL CONDITIONS OF BID

1. **INTERPRETATION**

The word "Bidder" in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated.

The word "Department" in these conditions shall mean the EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE.

2. **EXTENT OF BID**

This contract is for the Term Contract: Supply and Delivery of Training Materials for practical training of APTCoD and NYS learners for a period of twelve (12) Months.

3. **CONTRACT TO BE BINDING**

The formal acceptance of this Bid by the Department will constitute a contract binding on both parties, and the Department may require sureties to its satisfaction from the contractor, for the due fulfilment of this contract.

4. **MODE OF BID**

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or any bid will not necessarily be accepted.***

The Department wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

5. **QUALITY**

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the Department prior to the submission of a Bid.

6. **INSURANCE CLAIMS, ETC.**

The Department shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify The Department against all risks or claims which may arise.

7. **PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE**

All Bids must remain valid for a period of **120 days** from the closing date as stipulated in the bid document.

8. **PENALTY PROVISION AND WITHDRAWAL**

8.1 Should the successful Bidder:

[a] Withdraw the Bid during the afore-mentioned period of validity; or
[b] Advise the Department of his / her / their inability to fulfil the contract; or
[c] Fail or refuse to fulfil the contract; or
[d] Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the Department:

[a] All expenses incurred by the Department to advertise for or invite and deliberate upon new Bids, should this be necessary.

[b] The difference between the original accepted Bid price (inclusive of escalation) and:

[i] A less favourable (for the Department) Bid price (inclusive of escalation) accepted as an alternative by the Department from the Bids originally submitted; or

[ii] A new Bid price (inclusive of escalation).

8.2 Should the successful Bidder fail to deliver; provisions of the General Conditions of Contract will apply.

8.3 Disputes between the Department and a bidder (if any) will be dealt with in the form of litigation.

9. BRAND NAMES

Wherever a brand name is specified in this bid/quotation document (i.e. in the specifications, pricing schedule or bill of quantities or anywhere in this document), the department's requirement is not limited to the specified brand name but requires an item similar/equivalent or better than specified.

10. VALUE ADDED TAX

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

11. CONTRACTUAL PRICE ADJUSTMENTS

Bidders are required to submit their proposal based on the current rate of Exchange (ROE). negotiations will be made with the awarded bidder to adjust their pricing to align with the exchange rate on time of award.

12. AUTHORITY TO SIGN BID DOCUMENTS

a) In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Department at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity. Furthermore, in the case of a joint venture or consortium at least one directors/ members of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.
b) In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this bid will bind all the directors/ members of the enterprise and will therefore render the bid valid.
c) No authority to sign is required from a company or close corporation or partnership which has only one director or member.
d) In the event that a non-member/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the bid.
e) If the document is signed by one of the directors, Resolution to sign is not required to be completed.

13. CONTRACT PERIOD

a) The contract period is **twelve (12 months)** from the contract start date as would be agreed upon.
b) The Department of Public Works & Infrastructure may accept or reject any bid offer and may cancel the bid process or reject all bid offers at any time before the formation of a contract.
c) The Department of Public Works & Infrastructure also reserves the right to accept the bid as a whole or a part of the bid, or any item or part of any item.

d) The Department shall not accept or incur any liability to a supplier for such cancellation or rejection or acceptance but will give written reasons for such action upon receiving a written request to do so.

e) the Department will sign a crepitate agreement (between the service provider and the distributor which will remain valid for the warranty period. The agreement must be signed together with the acceptance of the award.

14. DELIVERY PERIODS

Delivery periods (where applicable) must be adhered to. Notwithstanding the termination date of the assignment the bidder will be required to submit progress reports to the Department the contract, form and frequency and dates thereof to be stipulated and agreed upon by the parties upon the awarding of the Bid.

15. DISPUTES OR LIABILITIES

In the event that disputes/ liabilities cannot be resolved by internal systems, the disputes will be settled by litigation.
This paragraph replaces paragraph 29 in the General Conditions of Contract.

16. CLOSING DATE / SUBMITTING OF BIDS

16.1 Bids must be submitted in sealed envelopes clearly marked: **SCMU5-26/27-0054 TERM CONTRACT: SUPPLY AND DELIVERY OF TRAINING MATERIALS FOR PRACTICAL TRAINING OF APTCOD AND NATIONAL YOUTH SERVICE(NYS) LEARNERS FOR A PERIOD OF TWELVE (12) MONTHS.**

Completed bid documents in a sealed envelope endorsed with the relevant bid number, bid description and the closing, must be deposited in the bid box, Department of Public Works & Infrastructure, Qhasana Building, Ground floor, Bhisho not later than **11h00** on **15 October 2026**

Bidders must ensure that bids submitted via courier services are deposited by the courier service in the Departmental bid box prior to the closing date and that it is not delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box.

17. NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER

17.1.1 The Bid will be awarded to the bidder who scores the highest PPPFA points: However, should an offer not be market related, the Department reserves the right to negotiate with bidders in accordance with the PPPFA Regulation 6 sub regulation 9(a) & (b).

18. PAYMENT FOR SERVICES RENDERED

Payment will be accordance to the General Conditions of Contract.

19. AWARD OF BIDDERS NOT SCORING THE HIGHEST POINTS

19.1. A contract may be awarded to a tenderer that did not score the highest points subject to a risk assessment.

20. LATE BIDS

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

21. COMMUNICATION

21.1 A nominated official of the bidder(s) can make enquiries in writing, to the specified persons, as indicated on this document via email. Bidder(s) must reduce all telephonic enquiries to writing and send to the above-mentioned email addresses.

21.2 The delegated office of Department of Public Works & Infrastructure may communicate with Bidder(s) where clarity is sought in the bid proposal.

21.3 Any communication to an official or a person acting in an advisory capacity for the Department of Public Works in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

21.4 Whilst all due care has been taken in connection with the preparation of this bid, Department of Public Works & Infrastructure 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. The Department of Public Works & Infrastructure, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.

21.5 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 the Department of Public Works (other than minor clerical matters), the Bidder(s) must promptly notify the Department of Public Works & Infrastructure in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Department of Public Works & Infrastructure an opportunity to consider what corrective action is necessary (if any).

21.6 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the Department of Public Works & Infrastructure will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

21.7 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.

22. SUPPLIER DUE DILIGENCE

The Department of Public Works & Infrastructure reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period or visits/In loco Inspection (if applicable).

23. PREPARATION COSTS

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 the Department of Public Works & Infrastructure, 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.

24. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, the Department of Public Works & Infrastructure 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 the Department of Public Works & Infrastructure harmless from any and all such costs which Department of Public Works & Infrastructure may incur and for any damages or losses the Department of Public Works & Infrastructure may suffer.

25. 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.

26. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. The Department of Public Works & Infrastructure 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.

27. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant

28. REGISTRATION AS A VAT-VENDOR

28.1 Non-VAT vendors do not have to include VAT in their bid prices, however

28.2 Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R1 million must include VAT in the prices quoted and must therefore immediately upon award of the contract, register with the South African Revenue Service (SARS) as VAT vendors.

28.3 The award of contract would be (for Non-VAT vendors who included VAT in their prices) conditional pending the successful bidder submitting proof of registration as VAT vendor with SARS within 21 days of award.

29. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

30. GENERAL BID RULES

a) The bid document shall be completed and signed
b) The Department of Public Works & Infrastructure Supply Chain Management Policy will apply.
c) The Department of Public Works & Infrastructure does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid.
d) The Department of Public Works & Infrastructure may accept or reject any bid offer and may cancel the bid process or reject all bid offers at any time before the formation of a contract.
e) The Department shall not accept or incur any liability to a supplier for such cancellation or rejection or acceptance but will give written reasons for such action upon receiving a written request to do so.
f) Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted
g) Bidders are not allowed to recruit or shall not attempt to recruit an employee of the Department for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof.

31. CONTRACT VARIATIONS, EXPANSIONS, AMENDMENTS OR MODIFICATIONS

31.1 Should a need arise to vary or expand or amend or modify contract quantities for any goods or services, after a valid contract has been concluded and or after the contract has already commenced, the Department reserves the right to approach the contracted service provider to reduce or increase the contracted quantities.

31.2 Bidders are required to submit their proposal based on the current COST of Exchange (ROE) on the time of the advert. negotiations will be made with the awarded bidder to adjust their pricing to align with the exchange COST on time of award.

32. OTHER CONDITIONS OF BID

32.1 The bidder must be registered on the Central Supplier Database (CSD) prior the award.

32.2 All bidders' tax matters must be in order prior award. Bidders' tax matters will be verified through CSD.

32.3 Valid registration as a VAT Vendor within 21 days upon receipt of appointment letter

32.4 The Department will contract with the successful bidder by signing a formal contract after all suspensive conditions has been met.

32.5 The successful Bidder will be subjected to a company screening.

32.6 The form SBD 1 should be properly completed and signed

32.7 Annexure A should be completed and signed.

TERMS OF REFERENCE/ SPECIFICATION

Eastern Cape Provincial Government
Public Works & Infrastructure

<u>BID NUMBER: SCMU5-26/27-0054</u>

<u>SPECIFICATION/TERMS OF REFERENCE</u>

TERM CONTRACT: SUPPLY AND DELIVERY OF TRAINING MATERIALS FOR PRACTICAL TRAINING OF APTCOD AND NATIONAL YOUTH SERVICE(NYS) LEARNERS FOR A PERIOD OF TWELVE (12) MONTHS

1. BACKGROUND

The Eastern Cape Department of Public Works and Infrastructure, through the **Innovation and Empowerment Directorate** within the **Expanded Public Works Programme (EPWP) Chief Directorate**, implements skills development initiatives aimed at empowering unemployed youth with marketable skills and enhancing their access to sustainable economic opportunities.
The Directorate delivers these objectives through two key EPWP Skills Development Programmes:

- **Artisan Professional Trade Competency Development (APTCoD)**, an artisan development programme that provides structured technical and vocational training to equip beneficiaries with artisan-related competencies and practical workplace skills; and
- **National Youth Service (NYS)**, a youth development programme that provides accredited and non-accredited short skills training programmes designed to enhance employability, entrepreneurship, and access to economic opportunities for unemployed youth.

To support the effective implementation of these programmes, particularly the delivery of practical training components, the Department requires the appointment of a service provider through a term contract for the supply and delivery of training materials, tools, equipment, and consumables required for practical training activities. The availability of these resources is essential to ensure the successful delivery of training interventions and the achievement of programme objective

2. OBJECTIVES

- The objective of this term contract is to ensure the timely supply and delivery of quality training materials, tools, equipment, and consumables required for the effective implementation of practical training under the EPWP Skills Development Programmes.
- The successful bidder shall be required to:
- Supply high-quality training materials, tools, equipment, and consumables that comply with the required specifications and quality standards.
- Deliver training materials to designated training centres and project sites across the Eastern Cape Province within the stipulated timeframes.
- Ensure the continuous availability of training materials to support the uninterrupted delivery of practical training programmes.
- Replace any damaged, defective, or non-compliant materials at no additional cost to the Department.
- Adhere to agreed delivery schedules and turnaround times to prevent disruptions to training activities.
- Support the Department's skills development objectives by ensuring that training resources are available to facilitate effective practical learning and skills transfer.
- Maintain effective communication and coordination with the Department regarding orders, deliveries, stock availability, and any potential supply-related challenges.
- This contract is intended to support the successful implementation of the **Artisan Professional Trade Competency Development** (APTCoD) and National Youth Service (NYS) programmes by ensuring that all practical training activities are adequately resourced.

3. SCOPE OF WORK

The successful bidder(s) shall be required to provide a comprehensive supply and delivery service for practical training materials, tools, equipment, and consumables required for the implementation of artisan and occupational skills training programmes under the Department's EPWP Skills Development initiatives.

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

- Supply and deliver practical training materials, tools, equipment, and consumables required for artisan development and occupational skills training programmes.
- Supply construction-related materials and consumables for training in trades such as bricklaying, plumbing, electrical installation, carpentry, welding, painting, plastering, tiling, and other related occupational skills programmes.
- The appointed Service Provider shall supply and deliver the required materials to the nearest designated Departmental Regional Depot within the district in which the Service Provider is located, as determined by the Department.
- The Service Provider shall be responsible for all costs associated with the delivery of the materials to the designated Regional Depot, and such costs shall be deemed to be included in the quoted unit prices.
- Ensure that all materials supplied comply with the required quality standards, specifications, and safety requirements.
- Replace, at no additional cost to the Department, any damaged, defective, incorrect, or non-compliant materials identified upon delivery or during the contract period.
- Maintain sufficient stock levels and supply capacity to meet the Department's requirements and prevent disruptions to training activities.
- Ensure the timely processing, dispatch, and delivery of orders in accordance with agreed turnaround times and departmental requirements.
- Provide delivery notes and all relevant supporting documentation for each consignment delivered.
- Liaise effectively with designated Departmental officials regarding orders, delivery schedules, stock availability, and any supply-related matters.

4. SPECIFICATION/TERMS OF REFERENCE

4.1 Delivery Locations

Materials may be required at:

- DPWI Head Office
- Alfred Nzo Region
- Amathole Region
- Buffalo City Metropolitan Municipality
- Chris Hani Region
- Joe Gqabi Region
- OR Tambo Region
- Sarah Baartman Region
- Designated training centres
- Departmental workshops
- Other sites identified by the Department within the Eastern Cape Province

4.2 Delivery Requirements

The successful bidder shall:

- Deliver materials within five (5) to ten (10) working days after receipt of an official Purchase Order.
- Deliver materials during normal business hours unless otherwise instructed.
- Offload materials at the designated delivery point.

- Ensure that deliveries are accompanied by delivery notes.
- Replace damaged, defective or incorrect materials at no additional cost to the Department.

4.3 Quality Requirements
All materials supplied shall:
- Be new and unused.
- Be free from defects.
- Comply with applicable South African National Standards (SANS).
- Be suitable for practical artisan training.
- Be supplied in the manufacturer's original packaging where applicable.
- Have an adequate shelf life where applicable.

The Department reserves the right to reject materials that do not meet the required specifications.

4.4 Responsibilities of the Service Provider
The appointed service provider shall:
- Maintain adequate stock levels throughout the contract period.
- Ensure uninterrupted supply of materials.
- Deliver within agreed turnaround times.
- Replace defective items at own cost.
- Provide technical information where requested.
- Submit invoices supported by signed delivery notes.
- Comply with all occupational health and safety requirements during deliveries.

4.5 Responsibilities of the Department
The Department shall:
- Issue official Purchase Orders.
- Identify delivery locations.
- Inspect delivered materials.
- Verify invoices and supporting documentation.
- Process payments in accordance with the Public Finance Management Act (PFMA) and National Treasury Regulations.

4.6 Contract Management
The contract shall be managed by the Directorate: Innovation and Empowerment.
Performance will be monitored against:
- Delivery turnaround times.
- Quality of materials supplied.
- Accuracy of deliveries.
- Responsiveness to Departmental requests.
- Compliance with contract conditions.

Unsatisfactory performance may result in corrective action, suspension of orders or termination of the contract in accordance with the contract conditions.

4.7 Pricing
Bidders shall submit fixed unit rates for each item listed in the Schedule of Prices.
Prices shall include:
5. Packaging.
6. Transport.
7. Delivery.
8. Offloading.
9. Insurance.

10. All applicable taxes and duties, excluding VAT where required to be shown separately.
11. The Department reserves the right to request price verification where necessary.

4.8 Contract Conditions

- The contract shall be valid for a period of **twelve (12) months** from the date of appointment, subject to the terms and conditions of the agreement.
- The Department does not guarantee any minimum order quantities, volume of work, or expenditure under this contract.
- Orders shall be issued on an as-and-when-required basis and will be subject to programme needs and the availability of funds.
- The quantities of materials required may vary and may increase or decrease depending on programme requirements, training schedules, and operational needs.
- Appointment under this contract shall not confer exclusive rights on any service provider. The Department reserves the right to procure similar goods or services through other mechanisms where deemed necessary and in accordance with applicable procurement legislation.
- The successful bidder shall comply with all applicable laws, regulations, standards, and policies governing public procurement and service delivery, including but not limited to the **Public Procurement Act**, **Public Finance Management Act (PFMA)**, **Occupational Health and Safety Act (OHSA)**, and any other relevant legislative and regulatory requirements.
- All materials supplied under this contract shall conform to the required specifications, relevant industry standards, and quality requirements as determined by the Department.
- The successful bidder(s) shall ensure the timely delivery of goods in accordance with specified turnaround times and delivery schedules to prevent any disruption to training activities and programme implementation.

4.9 PRICING SCHEDULE

- The pricing schedule also serves as a specification.
- Wherever a brand name is specified in this specification/pricing schedule, the department's requirement is not limited to the specified brand name but requires an item similar/equivalent or better than specified.
- This is a term contract. The Department will procure more than the unit specified. The purpose of the bill of quantities is to establish the unit cost which must include delivery and overheads.

PRICING SCHEDULE
FIRM PRICES

Name of bidder …………………………………	Bid number: **SCMU5-24/25-0054**
Closing Time **11H00**	Closing date: **15 October 2026**

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

Table 1: Electrical Material

Item	Description	Unit	Qty	Local content	Price per unit
1.	H/WIRE 1.5mm BLK % (SO) (100m)	Roll	1	90%	
2.	H/WIRE 1.5mm GRN % (SO) (100m)	Roll	1	90%	
3.	C/TIES T50L BLK 392x4.7 (100)	Pack	1	N/A	
4.	C/CLIPS FLAT10.5mm (100)	Pack	1	N/A	
5.	LED 12W ES A60 D/L (AUSMA)	each	1	N/A	
6.	C/T 4x4X1 S/SOCKET (6861P)	each	1	N/A	
7.	C/T 4x4x1 SOCKET C/P STEEL (6547N/101P)	each	1	N/A	
8.	C/T 4x2 SW/SOCKET (6896HP)	each	1	N/A	
9.	C/T 4x2 SW/SOCKET COVER STEEL (6546H/101P)	each	1	N/A	
10.	C/T 4x2 1L L/SWITCH (2471P)	each	1	N/A	
11.	C/T 4x2 1L COVER STEEL (6541/101P)	each	1	N/A	
12.	C/T 4x2 2L L/SWITCH (2472P)	each	1	N/A	
13.	C/T 4x2 2L COVER STEEL (6542/101P)	each	1	N/A	
14.	BOX 4x4 PVC SURF WHT	each	1	N/A	
15.	BOX 4x4 PVC SURF WHT	each	1	N/A	
16.	CHINT AUX 1N/O + 1N/C	each	1	N/A	
17.	CHINT AUX 2N/O + 2N/C	each	1	N/A	
18.	CHINT MCB 6KA 3P 25A	each	1	N/A	
19.	FLAT CABLE 2.5x2+E (TWIN) % (SO) (100m)	each	1	90%	
20.	FLAT CABLE 1.5x2+E (TWIN) % (SO) (100m)	each	1	90%	
21.	RELAY 11PIN 10A DC 24V	each	1	N/A	
22.	RELAY BASE 11 PIN RECT ZRUV	each	1	N/A	
23.	SURFIX CABLE 6x4+E WHT (SO)	each	1	90%	

Item	Description	Unit	Qty	Local content	Price per unit
24.	1MM RED SOLID PANEL WIRE (50m) KM210201	roll	1	90%	
25.	1MM BLACK SOLID PANEL WIRE (50m) KM210201	roll	1	90%	
26.	1MM RED SOLID PANEL WIRE (50m) KM210201	roll	1	90%	
27.	BOSAL 20mm CONDUIT (50m)	roll	1	100%	
28.	CONDUIT PVC 20mm (4M)	each	1	100%	
29.	SPRAG 20mm PVC WHITE (3m)	each	1	100%	
30.	I/TAPE AUSMA BLACK (100m)	each	1	N/A	
31.	I/TAPE AUSMA RED (100m)	each	1	N/A	
32.	I/TAPE AUSMA WHT (100m)	each	1	N/A	
33.	H/WIRE 2.5mm RED (SO) (50m)	each	1	90%	
34.	H/WIRE 2.5mm BLK (SO) (50m)	each	1	90%	
35.	H/WIRE 2.5mm GRN/YELL (SO) (50m)	each	1	90%	
36.	COUPLING PVC 20mm (50)	Pack	1	100%	
37.	BOX PVC 20mm 3 WAY	each	1	100%	
38.	BOX PVC 20mm 2 WAY	each	1	100%	
39.	BOX PVC 20mm 4 WAY	each	1	100%	
40.	H/WIRE 1.5mm RED % (SO) (50 m)	each	1	90%	
41.	L/HOLDER BC BATTON BRASS 50mm	each	1	N/A	
42.	SADDLE GALV 20mm	each	1	100%	
43.	FISH TAPE 30M NYLON	each	1	N/A	
44.	GLAND PVC No0 SCREW WHITE	each	1	N/A	
45.	ADAPTOR PVC 20mm MALE	each	1	N/A	
46.	WIRE STRIPPER 0.5-6mm TOLSEN	each	1	N/A	
47.	PLIER 200mm (SEP200) (HELL)	each	1	N/A	
48.	VOLTAGE TESTER MT401	each	1	N/A	
49.	S/DRIVER 1000V PH2x100mm (TOLSEN)	each	1	N/A	
50.	S/DRIVER 1000V ELEC 5.5x125mm (TOLSEN)	each	1	N/A	
51.	M/METER DIGITAL T235H (HELL)	each	1	N/A	
52.	B/DECKER HAMMER DRILL 710W 13mm CHUCK	each	1	N/A	

Item	Description	Unit	Qty	Local content	Price per unit
53.	TAPE MEASURE 10mx25 TOLSEN	each	1	N/A	
54.	LEVEL 400mm 3 VIALS MAGNET IND (TOLSEN)	each	1	N/A	
55.	SAFETY GLASSES CLEAR (TOLSEN)	each	1	N/A	
56.	HACKSAW BLADE 18T ECLIPSE	each	1	N/A	
57.	CHASSIS PUNCH 25mm (HELL)	each	1	N/A	
58.	CABLE ECC 6X4 CORE	each	1	90%	
59.	CHINT DB SURF PVC 12W COMP + O/L (DB1-12S)	each	1	N/A	
60.	DIN EARTH BAR 7-WAY GRN	each	1	N/A	
61.	CBI NEUTRAL BAR CLIP-IN	each	1	N/A	
62.	CHINT CONT 9A 230V	each	1	N/A	
63.	CHINT CONT 18A 400V	each	1	N/A	
64.	CHINT O/L 9-13A	each	1	N/A	
65.	TIMER DELAY/ON 60S 230V (DP1) ACDC	each	1	N/A	
66.	CHINT TIME DELAY OFF TIMER 1-10 SEC AC230V	each	1	N/A	
67.	TIMER DELAY OFF 900S 230V DDP1 ACDC	each	1	N/A	
68.	ZEST MOTOR 1.5KW 4P 230/400V B35T 90L DG200618	each	1	70%	
69.	MOTOR VEGA 1.1kw 230v GS220517	each	1	70%	
70.	P/BUTTON GRN COMPL XB2-BA31	each	1	N/A	
71.	P/BUTTON RED N/C COMPL XB2-BA42	each	1	N/A	
72.	PILOT LAMP LED 22mm RED 230V (ALED-R 230v)	each	1	N/A	
73.	PILOT LAMP LED 22mm RED 230V (ALED-R 230v)	each	1	N/A	
74.	PILOT LAMP LED 22mm YEL 230V (ALED-Y230)	each	1	N/A	
75.	PANEL FREQUENCY METER 45-55HZ 72x72mm	each	1	N/A	
76.	VOLTMETER 48x48 50VDC (SQ48)	each	1	N/A	
77.	CABLE TRAY 300mm 3M	each	1	100%	
78.	CBI COVER PLATE SW 100X50 2LEV PVC WHITE	each	1	N/A	
79.	CBI COVER PLATE SW 100X50 4LEV PVC WHITE	each	1	N/A	
80.	CBI ISOLATOR COMPLETE 100X100 60A TP PVC	each	1	N/A	
81.	CBI SWITCH MODULE INTERMEDIATE 16A PVC WHITE	each	1	N/A	

Item	Description	Unit	Qty	Local content	Price per unit
82.	CRABTREE CLASSIC SWITCH IND 75X75 1LEV 1WAY 20A STEEL WHITE 7370P	each	1	N/A	
83.	CBI SWITCH +COVER 100X50 1LEV 1WAY PVC WHITE	each	1	N/A	
84.	WACO PREMIUM SWITCH +COVER 100X50 2LEV 1WAY WHITE	each	1	N/A	
85.	WACO PREMIUM SSO +COV 100X100 SGL 16A PVC WHITE	each	1	N/A	
86.	DISTRIBUTION BOARD FLUSH 20WAY SAM ECONO METAL +TRAY	each	1	100%	
87.	DISTRIBUTION BOARD SURFACE 20MOD 1X20 MINI 1PH 250X350X70 WHITE STEEL	each	1	100%	
88.	LS METASOL CONTACTOR MC-22B 22A 11KW 240V 3P 1347000900	each	1	N/A	
89.	LS METASOL CONTACTOR MC-40A 40A 18.5KW 415V 3P 137007400	each	1	N/A	
90.	CBI MCB QA1 10A 1P 3KA 13MM CURVE-3 WHITE HANDLE 240V	each	1	N/A	
91.	CBI MCB QA1 30A 1P 3KA 13MM CURVE-3 WHITE HANDLE 240V	each	1	N/A	
92.	CBI MCB QA3 20A 3P 3KA 13MM CURVE-3 WHITE HANDLE 415V	each	1	N/A	
93.	CBI MCB QA3 40A 3P 3KA 13MM CURVE-3 WHITE HANDLE 415V	each	1	N/A	
94.	CBI EARTH LEAKAGE QA17A 63A SP+N 3KA 26MM 240VAC MINI +O/L QA17A63	each	1	N/A	
95.	CBI EARTH LEAKAGE QA36CW 63A 3P+N 3KA 78MM 415VAC MINI NO O/L QA36CW63	each	1	N/A	
96.	HELLERMANN TYTON DIN RAIL STEEL 35MM 2M TS35	each	1	N/A	
97.	SURFIX 1.50mm2 x4+E BLK Cu PVC 300/500V	each	1	90%	
98.	SURFIX 2.50mm2 x4+E BLK Cu PVC 300/500V	each	1	90%	
99.	FLAT TWIN 4.00mm2 x2+E WHI Cu PVC 300/500V	each	1	90%	
100.	WACO CONNECTOR SCRUIT PORCELAIN WHITE MIDGET IMPORT	each	1	N/A	
101.	WACO CONNECTOR SCRUIT PORCELAIN WHITE NORMAL IMPORT	each	1	N/A	
102.	STONE STAMCOR FERRULE CRIMPING COPPER 2.5MM FS0020	each	1	N/A	
103.	STONE STAMCOR FERRULE CRIMPING COPPER 4MM FS0030	each	1	N/A	
104.	WACO GLAND COMPRESSION PVC 00/0/1 WHITE	each	1	N/A	
105.	METAPLAST JOINT KIT MX1 EPOXY 1.5-4MM2 4CORE CABLE 6-15MM DIAM	each	1	N/A	
106.	WACO CONNECTOR STRIP LO HEAT POLYPROP 6A 12W BLACK T80 EKL 1S BLK	each	1	N/A	
107.	METAPLAST JOINT KIT MT2 POLYURETHANE 6-25MM2 4CORE CABLE 16-32MM DIAM	each	1	N/A	

Item	Description	Unit	Qty	Local content	Price per unit
108.	SEAL AND BOND INSULATION TAPE PVC 0.18X18MM 20M BLACK 61010	each	1	N/A	
109.	CBT FLAT WASHER DIN125 M08 SG	each	1	N/A	
110.	POP RIVETS 4812	each	1	N/A	
111.	NATIONAL DAYLIGHT SWITCH 16A OPAL DOM16 NS116	each	1	N/A	
112.	MAJOR TECH 360 DEG CEILING PIR 5-360SEC ON 1100W PIR36	each	1	N/A	
113.	OSRAM LAMP LED ECO CLASSIC A75 9W 6500K 720LM E27 GEN5 4058075246362	each	1	N/A	
114.	CONDUIT 20mm SABS PVC (3m)	each	1	100%	
115.	CONDUIT 20mm SABS PVC (3m)	each	1	100%	
116.	BOSAL CONDUIT 20MM GALV STL PLAIN END 4mtr len (60mtr bundle)	each	1	100%	
117.	BOSAL ADAPTOR MALE 20MM GALV STL 76-201-317 THREADED	each	1	100%	
118.	BOSAL ADAPTOR MALE 25MM GALV STL 76-250-317 THREADED	each	1	100%	
119.	WACO EXTENSION BOX OPEN 100x50mm STL	each	1	100%	
120.	WACO EXTENSION BOX OPEN 100x100mm STL	each	1	100%	
121.	EXTENSION BOX 130x86x41mm PVC WHI NO KNOCK OUTS	each	1	N/A	
122.	EXTENSION BOX 130x130x41mm PVC WHI NO KNOCK OUTS	each	1	N/A	
123.	ADAPTOR MALE 20mm PVC WHI	each	1	100%	
124.	ADAPTOR MALE 25mm PVC WHI	each	1	100%	
125.	CONDUIT SPRAGUE 20mm PVC FLEXIBLE WHI	each	1	100%	
126.	12MM S/STEEL STRAP 30MTS SRE	each	1	100%	
127.	EARTH CLAMP BRASS 3093 165559 SRE	each	1	N/A	
128.	EARTH SPIKE M16X1.5MT THREADLESS SABS A-GRADE SRE	each	1	N/A	
129.	HELLERMANN TYTON SCREWDRIVER ECONOMY RED/YEL 1000V INSL 7PCE ECOSET	each	1	N/A	
130.	MAJOR TECH SOLDER IRON GENERAL PURPOSE 60W 230V SI60	each	1	N/A	
131.	MAJOR TECH TESTER EARTH LEAKAGE MT310	each	1	N/A	
132.	HELLERMANN TYTON TOPTRONIC CLAMP METER 600A 600V TBM3030	each	1	N/A	
133.	HELLERMANN TYTON TOPTRONIC INSULATION TESTER 1000V DIGITAL T1851	each	1	N/A	
134.	HELLERMANN TYTON TOPTRONIC MULTIMETER DIGITAL ELECTRICIANS T235H	each	1	N/A	

Item	Description	Unit	Qty	Local content	Price per unit
135.	WACO HOLESAW HSS WITH ARBOR 20MM	each	1	N/A	
136.	WACO HOLESAW HSS WITH ARBOR 25MM	each	1	N/A	
137.	WACO HOLESAW HSS WITH ARBOR 32MM	each	1	N/A	
138.	MAJOR TECH LOOP TESTER MT350	each	1	N/A	
139.	HELLERMANN TYTON TIMER GEYSER DIGITAL 7-DAY DIN RAIL 220-240AC TDDGT	each	1	N/A	
140.	HIKOKI ANGLE GRINDER 600W 115MM 1.8KG HTC-G12SS2	each	1	N/A	
141.	HELLERMANN TYTON TOPTRONIC TESTER EARTH LEAKAGE / POLARITY TEL2TLB	each	1	N/A	
142.	HIKOKI JIGSAW 400W65MM 3MODES VAR SPEED HTC-FCJ65V3	each	1	N/A	
143.	HIKOKI IMPACT DRILL CORDLESS 18V 55NM 13MM 2X2.0AH BATT+ HTC-DV18DF-WC	each	1	N/A	
144.	STOVE PLATE SOLID 150MM EE555310	each	1	N/A	
145.	STOVE PLATE SOLID 200MM EE555320	each	1	N/A	
TOTAL AMOUNT (To Summary)					

Table 2: Welding

Item	Description	Unit	Qty	Local Content	Price per unit
1.	INGCO GRINDER 230MM 2400MM	each	1	N/A	
2.	INGCO GRINDER 750MM 115MM	each	1	N/A	
3.	INGCO DRILL IMPACT 60NM 20V	each	1	N/A	
4.	INGCO G CLAMP 100MM	each	1	N/A	
5.	INGCO TAPE MEAS 8MT	each	1	N/A	
6.	BLACK QD 5LT	each	1	N/A	
7.	FILE 300MM BASTARD FLAT	each	1	N/A	
8.	FILE 300MM 2ND CUT ROUND	each	1	N/A	
9.	FILE 300MM 2ND CUT SQ	each	1	N/A	
10.	HACKSAW NTS ALM HNDL 300MM	each	1	N/A	
11.	BLADE HACKSAW 18TH	each	1	N/A	
12.	CUTTING DISC 115X1 IND/STL T/C	each	1	N/A	
13.	DISC GRIND 115X6.0MM STEEL WUR OR EQUIVALENT	each	1	N/A	

Item	Description	Unit	Qty	Local Content	Price per unit
14.	SQUARE TUBE 25X25X3.0X6.0M	each	1	100%	
15.	ANGLE IRON 25X25X3.0X6.0M	each	1	100%	
16.	WELDING ROD 2.5MMX5KG TRADEWEL	each	1	N/A	
17.	WIRE BRUSH BRAZING BB111ACAD	each	1	N/A	
18.	HR PLATE 2 500X1 200X10MM	each	1	100%	
19.	HR PLATE 2 500X1 200X6.0MM	each	1	100%	
20.	ROUND TUBE 152X4.0X6M	each	1	100%	
21.	ROUND TUBE 50X4.0X6M	each	1	100%	
22.	MATWELD ROD WELD 3.15KG 5KG OR EQUIVALENT	each	1	N/A	
23.	MIG WIRE M/STEEL 1.00MM 15 KG	each	1	N/A	
24.	TIG ROD ALUM 1.6MM 5KG	each	1	N/A	
25.	TIG ROD S/STEEL 1.6MM 5KG	each	1	N/A	
26.	REGULATOR OXY H/D SINGLE PHASE	each	1	N/A	
27.	REGULATOR ACET H/D SINGLE STAG	each	1	N/A	
28.	ARRESTOR SET REG P/P F/BACK	each	1	N/A	
29.	ARRESTOR SET TORCH P/P F/BACK	each	1	N/A	
30.	HOSE ACETYLENE RED / METER	each	1	N/A	
31.	HOSE ACETYLENE BLUE / METER	each	1	N/A	
32.	MATW HOSE O CLAMP PLC-15/17	each	1	N/A	
33.	CUTTING TORCH BLACK HANDLE	each	1	N/A	
34.	TORCH HANDLE/SHANK	each	1	N/A	
35.	TORCH CUTTING ATTACHMENT	each	1	N/A	
36.	TORCH MIXER MATWELD OR EQUIVALENT	each	1	N/A	
37.	HELMET AUTO DARK ADJUSTABLE AFROX	each	1	N/A	
TOTAL AMOUNT (To Summary)					

Table 3: Carpentry

Item	Description	Unit	Qty	Local Content	Price per unit
1.	RAFTER TREATED S5 SABS 38 X 114 X 6.0M	each	1	100%	
2.	BRANDERING TREATED S5 SABS 38 X 38 X 6m	each	1	100%	
3.	SKIRTING MERANTI 13MM X 67MM X 3.0m	each	1	100%	
4.	SHUTTERPLY 18MM GREEN LABEL	each	1	N/A	
5.	ROOF TILE D/ROMAN CHARCOAL UNPAINTED	each	1	N/A	
6.	NAIL WIRE 75MM 3" 500G	each	1	N/A	
7.	NAIL WIRE 100MM 4" 500G	each	1	N/A	
8.	PURLIN TREATED S5 SABS 50 X 76 X 6.0M	each	1	100%	
9.	TRI NAIL PLATE 100MM X 100MM	each	1	N/A	
10.	RHINOBOARD 1.2M X 3.6M	each	1	N/A	
11.	CORNICE COVE 3.6M	each	1	N/A	
12.	INGE BUTT 100MM BB ST BLK PER PAIR WITH SCRE\	each	1	N/A	
13.	PANEL PINS 32 X 1.50MM Q:250G	each	1	N/A	
14.	DOORFRAME MER 44X60	each	1	100%	
15.	DOOR MASONITE OTHER	each	1	N/A	
16.	LOCKSET MORTICE 3L CP UNION BLISTER	each	1	N/A	
17.	INGCO CIRCULAR SAW 1400W 185MM	each	1	N/A	
18.	TAPE MEASURE 10M X 25MM INGCO	each	1	N/A	
19.	EXTENSION CORD 20M 16A WHT BI	each	1	N/A	
20.	INGCO CHALK LINE REEL SET 3PC	each	1	N/A	
21.	BI BUILDERS LINE 100M	each	1	N/A	
22.	CHISEL WOOD PROF 42PC BI	each	1	N/A	
23.	BI SCREWDRIVER SET BLACK TIP 6-PIECE	each	1	N/A	
24.	MALLET RUBBER 500G WHITE BI	each	1	N/A	
25.	DRILL BIT SET 19-PIECE INDUSTRIAL METAL RUWAG	each	1	N/A	
26.	BI HAMMER CLAW STL PROF 500G	each	1	N/A	
27.	WRECKING BAR 18MMX600MM CHISEL	each	1	N/A	
28.	BI SQ TRY STEEL 300MM	each	1	N/A	
29.	BUILDERS SQUARE 400X600 BI	each	1	N/A	
30.	LEVEL SPIRIT 1000MM ALUM 3-VIAL PROFESSIONAL	each	1	N/A	

Item	Description	Unit	Qty	Local Content	Price per unit
31.	SAW HAND 550MM INGCO	each	1	N/A	
32.	PLANER ELECTRIC 1050W INGCO	each	1	N/A	
33.	SAW JIG 570W WITH 3PCE BLADE INGCO	each	1	N/A	
TOTAL AMOUNT (To Summary)					

Table 4: Plumbing

Item	Description	Unit	Qty	Local Content	Price per unit
1.	CENTRE PUNCH 5MMX120MM	Each	1	N/A	
2.	VICK JOINT SQ LONG 9MM	Each	1	N/A	
3.	GRIP S/DRIVER PROF PHILLIPS NO.2X100MM	Each	1	N/A	
4.	M/CRAFT AVIATION TIN SNIPS L CUT 250MM	Each	1	N/A	
5.	M/CRAFT AVIATION TIN SNIPS R-CUT 250MM	Each	1	N/A	
6.	GEDORE WRENCH PIPE 225-350MM	Each	1	N/A	
7.	GRIP PIPE WRENCH 450MM	Each	1	N/A	
8.	GRIP PROF HACKSAW FRAME & BLADE	Each	1	N/A	
9.	STANLEY TUBING CUTTER 3-30MM	Each	1	N/A	
10.	GRIP PLIER COMBINATION 200MM	Each	1	N/A	
11.	GRIP PLIER FENCING 300MM	Each	1	N/A	
12.	GRIP PLIER WATERPUMP 350MM	Each	1	N/A	
13.	M/CRAFT SALES SET 16GPCE	Each	1	N/A	
14.	M/CRAFT TUBE BENDER M/P	Each	1	N/A	
15.	HAND RIVETER	Each	1	N/A	
16.	GRIP CARPENTERS PENCIL 12PCE	Each	1	N/A	
17.	BOSCH ROTARY HAMMER GBH 2 24 DRE	Each	1	N/A	
18.	BOSCH A/GRINDER 700W GWS700 115MM	Each	1	N/A	
19.	BOSCH GRINDER C/LESS GWS180 LI 18V	Each	1	N/A	
20.	BOSCH IMP C/LESS DRILL & BAT GSB183	Each	1	N/A	
21.	DRILL & S/DRIVER BIT SET X-LINE 50PC	Each	1	N/A	
22.	PE GAZEBO 3X3M NAVY	Each	1	N/A	
23.	CISTERN 9LT W/SUPA FLUSH	Each	1	N/A	

Item	Description	Unit	Qty	Local Content	Price per unit
24.	MARLEY VYNADEEP FASC BRACKET	Each	1	N/A	
25.	MARLEY STREAMLINE FASCIA BRACKET	Each	1	N/A	
26.	MARLEY VYNADEEP SWANNECK ENDS	Each	1	N/A	
27.	MARLEY SGL/LINE SQ DOWNPIPE BEND SHOE	Each	1	N/A	
28.	MARLEY VYNADEEP STOPEND	Each	1	N/A	
29.	EUREKA GUTTER BOLT&NUT 6X30mm 8PK	Each	1	N/A	
30.	COBRA RB STOPTAP 131 HP CXC 15mm INS	Each	1	N/A	
31.	COBRA RB STOPTAP 131 HP CXC 22mm INS	Each	1	N/A	
32.	BUILDERS BALL STOP CXC CP 15MM LEVER	Each	1	N/A	
33.	BUILDERS BALL VALVE LEVER FXF 20mm	Each	1	N/A	
34.	BUILDERS PTFE TAPE 2PK	Each	1	N/A	
35.	NASCO FLUX 200G	Each	1	N/A	
36.	BUILDERS FLUSH PIPE LOW LEVEL	Each	1	N/A	
37.	PVC PIPE SV WHT 110MMX6M SABS	Each	1	100%	
38.	PVC SV JUNCTION PLN SGL95 110mm	Each	1	100%	
39.	PVC SV BEND PLAIN 95 110MM	Each	1	100%	
40.	GARDEN HOSE BIB TAP PLASTIC 3/4X3/4 BRN	Each	1	N/A	
41.	BUILDERS ALLURE BASIN PILLAR TAP 15mm	Each	1	N/A	
42.	MLP PIPE 15MM 100M	Each	1	N/A	
43.	BUILDERS MASTERBAT 15mm	Each	1	N/A	
44.	MASTERBAT 22MM BAG	Each	1	N/A	
45.	MARLEY ALUM HOLDEBAT 50MM WHAS	Each	1	N/A	
46.	HOLDERBAT ALUM 110MM SC40	Each	1	N/A	
47.	PLUMBPRIDGE COPPER PIPE STRAPS 15MM	Each	1	N/A	
48.	CONCRETE GULLY TOP 400X400 120MM HOLE	Each	1	N/A	
TOTAL AMOUNT (To Summary)					

Table 5: Painting

Item	Description	Unit	Qty	Local content	Price per unit
1.	GLASS 4MM CLEAR FLOAT /1830X1220	Each	1	N/A	
2.	DPC SHEETING NSABS 250U 3000mmX30m	Each	1	N/A	
3.	MEDAL WOOD VARNISH 5L CLR	Each	1	N/A	
4.	DURAM ROOFKOTE 20L RED	Each	1	N/A	
5.	ADDIS PAINT BRUSH CUB 38mm	Each	1	N/A	
6.	ADDIS PAINT BRUSH CUB 50mm	Each	1	N/A	
7.	ADDIS PAINT BRUSH CUB 75mm	Each	1	N/A	
8.	ADDIS PAINT BRUSH CUB 100mm	Each	1	N/A	
9.	ADDIS PAINT BRUSH CUB 150mm	Each	1	N/A	
10.	ACADEMY EXTENSION POLE 2.5m	Each	1	N/A	
11.	DURAM WALLCEILING 20L WHT	Each	1	N/A	
12.	POWAFIX BOILED LINSEED OIL 750ml	Each	1	N/A	
13.	POWAFIX MINERAL TURPENTINE 5L	Each	1	N/A	
14.	DURAM GLOSS ENAMEL 5L WHT	Each	1	N/A	
15.	DURAM GLOSS ENAMEL 5L BUR	Each	1	N/A	
16.	GLAZING PUTTY WHT M/PURPOSE 5KG POWAFIX	Each	1	N/A	
17.	ALCOLIN CONTRACTORS SILICONE 260ml CLR	Each	1	N/A	
18.	DURAM WATERBASED PLASTER PRIMER 5L WHT	Each	1	N/A	
19.	POWAFIX POWASTRIP PAINT STRIPPER 1L	Each	1	N/A	
20.	POWAFIX CRACKFILLER MULTI FILLA 10kg	Each	1	N/A	
21.	POWAFIX SUGAR SOAP 500g	Each	1	N/A	
22.	DURAM COLORPRO SKY	Each	1	N/A	
23.	DURAM COLORPRO FOREST	Each	1	N/A	
24.	DURAM COLORPRO HARVEST	Each	1	N/A	
25.	DURAM COLORPRO CAMEL	Each	1	N/A	
26.	DURAM COLORPRO LILAC	Each	1	N/A	
27.	DURAM UNIVERSAL UNDERCOAT 5L WHT	Each	1	N/A	
28.	DURAM WOOD PRIMER 5L PINK	Each	1	N/A	

Item	Description	Unit	Qty	Local content	Price per unit
29.	GLOVE LD MEDIUM GRN Q2	Each	1	N/A	
30.	DURAM GLOSS ENAMEL 5L NAVY GRY	Each	1	N/A	
31.	DURAM COLORPRO SHADOW	Each	1	N/A	
32.	ACADEMY PAINT ROLLER TRAY+3PCE BRUSH SET	Each	1	N/A	
33.	ACADEMY S/PAPER ROLL 40GRT 300mmX1m	Each	1	N/A	
34.	ACADEMY S/PAPER ROLL 60GRT 300mmX1m	Each	1	N/A	
35.	ACADEMY MUTTON CLOTH A GRADE 400g	Each	1	N/A	
36.	GLASS CUTTER DIAMANTOR	Each	1	N/A	
37.	DUST MASK Q5	Each	1	N/A	
38.	TINTER PHTHALO BLUE 100ML POWAFIX	Each	1	N/A	
39.	TINTER BRIGHT YELLOW 100ML POWAFIX	Each	1	N/A	
40.	TINTER BRIGHT RED 100ML POWAFIX	Each	1	N/A	
41.	SANDPAPER ROLL 100G 300*1M	Each	1	N/A	
42.	SANDPAPER ROLL 80G 300*1M	Each	1	N/A	
43.	PAINT BRUSH VIVA 38MM HAMILTONS	Each	1	N/A	
44.	PAINT BRUSH VIVA 50MM HAMILTONS	Each	1	N/A	
45.	PAINT BRUSH VIVA 75MM HAMILTONS	Each	1	N/A	
46.	PAINT BRUSH VIVA 100MM HAMILTONS	Each	1	N/A	
47.	PAINT STRIPPER 5L DURAM	Each	1	N/A	
48.	PAINT ENAMEL GLS WHITE 5L MEDAL	Each	1	N/A	
49.	PAINT UNDERCOAT PRIMER 5L TM	Each	1	N/A	
50.	THINNERS LACQUER 5L POWAFIX	Each	1	N/A	
51.	PAINT UNDERCOAT PRIMER 5L TM	Each	1	N/A	
52.	PAINT ENAMEL GLS WHITE 5L MEDAL	Each	1	N/A	
53.	PAINT BRUSH VIVA 100MM HAMILTONS	Each	1	N/A	
54.	PAINT STRIPPER 5L DURAM	Each	1	N/A	
55.	PAINT WALL&CEILING WHITE 20L DURAM	Each	1	N/A	
56.	I/C PAINT AND LIQUID MIXER 80X400MM	Each	1	N/A	
57.	GO PAINT WATERPROOFING BRUSH 120MM	Each	1	N/A	
58.	LAYMAN PLUS PAINT ROLLER REFILL 225MM	Each	1	N/A	

Item	Description	Unit	Qty	Local content	Price per unit
59.	STANLEY KNIFE TRIM RETRACTABLE FRONT	Each	1	N/A	
60.	KARCHER BASIC LINE WASH BRUSH	Each	1	N/A	
61.	BLUECHEM WALL BRUSH 250MM 570-0607	Each	1	N/A	
62.	TOPLINE WIRE BRUSH LONG HANDLE	Each	1	N/A	
63.	CLEAN DAY DUSTER MICROFIBRE	Each	1	N/A	
64.	STANLEY CHALK REFILL BLUE 115G	Each	1	N/A	
65.	ACADEMY SCRAPER BLK HANDLE 10CM	Each	1	N/A	
66.	STANLEY GLASS CUTTER STEEL 132MM	Each	1	N/A	
67.	STANLEY CHISEL SET 4PCE 016159	Each	1	N/A	
68.	GRIP CLAW HAMMER ALL STEEL 500G	Each	1	N/A	
69.	STANLEY CHISEL SET 3P 12 18 25MM GLOBAL	Each	1	N/A	
70.	TOTAL CARTRIDGE BLOWTORCH	Each	1	N/A	
71.	GRIP LEVEL ALUM 1000MM	Each	1	N/A	
72.	WILL GLASS PLIER 180/200A3	Each	1	N/A	
73.	GRIP PUTTY KNIFE SS 100MM	Each	1	N/A	
74.	RYOBI IMPACT DRILL 13MM 650W	Each	1	N/A	
75.	ALUM EXTENSION LADDER H/D 6M RED/BLK	Each	1	N/A	
76.	SMITH & CO FLOOR ROLLS 1MX80 GRIT BLK	Each	1	N/A	
77.	SMITH & CO FLOOR ROLLS 1MX60 GRIT BLK	Each	1	N/A	
78.	POWAFIX PUTTY TEAK 5KG	Each	1	N/A	
79.	SMITH & CO MINERAL TURPENTINE 5LT	Each	1	N/A	
80.	WOOD STAIN 1LT MATURE TEAK	Each	1	N/A	
81.	ALCOLIN WOODFILLER 200G CHY	Each	1	N/A	
82.	BI WALL & CEILING WHITE 20L	Each	1	N/A	
83.	BI BASTIX GLOSS ENAMEL 20 WHT	Each	1	N/A	
84.	BI UNI U/COAT 20L WHT	Each	1	N/A	
85.	SAND PAPER 60G	Each	1	N/A	
86.	SAND PAPER 80G	Each	1	N/A	
87.	SANDPAPER 100G	Each	1	N/A	
88.	SANDING ROLL FLOOR 1M BI	Each	1	N/A	

Item	Description	Unit	Qty	Local content	Price per unit
89.	BI ACR ROOF 20L RED OXIDE	Each	1	N/A	
90.	BI ACR ROOF 20L CHARCOAL	Each	1	N/A	
91.	BRUSH PAINT LAYMAN 100MM	Each	1	N/A	
92.	BRUSH PAINT LAYMAN 75MM	Each	1	N/A	
93.	BRUSH PAINT LAYMAN 50MM	Each	1	N/A	
94.	BRUSH PAINT LAYMAN 38MM	Each	1	N/A	
95.	GLASS CUTTER TUNGSTEN CARBIDE	Each	1	N/A	
96.	DUST MASK FFP2-BOX OF 20 SABS	Each	1	N/A	
97.	TURPENTINE 5L POWAFIX	Each	1	N/A	
98.	RAGS INDUSTRIAL GRADE A 5KG	Each	1	N/A	
TOTAL AMOUNT (To Summary)					

Table 6: Bricklaying

Item	Description	Unit	Qty	Local content	Price per unit
1.	CORO BRICK: FACE BRICK - MAIZE TRAVERTINE FBX OR EQUIVALENT	Each	1	100%	
2.	BUILDERS WAREHOUSE - UNBRANDED STOCK CLAY BRICK OR EQUIVALENT	Each	1	100%	
3.	CEMENT- 50 KG POCKET 32,5N	Each	1	100%	
4.	Builders Lime (25 Kg)	Each	1	N/A	
5.	M200 Building Concrete Blocks	Each	1	100%	
6.	BUILDING SAND	M^3	1	**N/A**	
7.	CHALK LINE ALM MTS (BLUE) 30 M	Each	1	N/A	
8.	CHALK LINE REFILL (BLUE) – 50G	Each	1	N/A	
9.	BRICK-FORCE 75X2.0MMX20m	Each	1	N/A	
10.	BRICK-FORCE 150X2.2MMX20m	Each	1	N/A	
11.	TAPE 20 M FREEMAN F/GLASS	Each	1	N/A	
12.	TAPE 30M FREEMAN F/GLASS	Each	1	N/A	
13.	SPADE DIGGING N02 LASHER	Each	1	N/A	
14.	SHOVEL ROUND NOSE MB2 LASHER OR EQUIVALENT	Each	1	N/A	
15.	SHOVEL SQUARE MONTH MC2 LASHER OR EQUIVALENT	Each	1	N/A	
16.	LEVEL 600MM MTS GRADU 3 VIAL OR EQUIVALENT	Each	1	N/A	

Item	Description	Unit	Qty	Local content	Price per unit
17.	LEVEL 900MM MTS GRADU 3 VIAL OR EQUIVALENT	Each	1	N/A	
18.	LEVEL 1 000MM MTS GRADU 3 VIAL OR EQUIVALENT	Each	1	N/A	
19.	TROWEL BRICK 250MM W/H LASHER OR EQUIVALENT	Each	1	N/A	
20.	TROWEL BRICK 280MM W/H LASHER OR EQUIVALENT	Each	1	N/A	
21.	TROWEL BRICK 3000MM W/H LASHER OR EQUIVALENT	Each	1	N/A	
22.	BUILDERS LINE 80LB 0.9MM - 100M	Each	1	N/A	
23.	SQUARE TUBING 50MMX50MMX1.6MM – 6M	Each	1	N/A	
24.	GLOVES CRAYFISH KNIT/RUBBER PA	Each	1	N/A	
25.	GLOVES MATSAFE NINJA FOAM	Each	1	N/A	
26.	SHUTTERPLY PINE 18MM – 2,44X1,22M	Each	1	N/A	
27.	WHEELBARROW CONC H/D LASHER OR EQUIVALENT	Each	1	N/A	
28.	BROOM PLATFORM 610MM RED ACAD OR EQUIVALENT	Each	1	N/A	
29.	JOINTER BRICK RND 9.5MM MTS OR EQUIVALENT	Each	1	N/A	
30.	JOINTEX 10X150MMX25M/ROLL - WHITE	Each	1	N/A	
31.	JOINTEX 10X200MMX25M/ROLL - WHITE	Each	1	N/A	
32.	DPC SABS B/GRIP 250MIC 110X40M	Each	1	N/A	
33.	DPC SABS B/GRIP 250MIC 225X40M	Each	1	N/A	
34.	CHISEL COLD 19X200MM AFTOOL OR EQUIVALENT	Each	1	N/A	
35.	BOLSTER BRICK 100MM LASHER OR EQUIVALENT	Each	1	N/A	
36.	HAMMER CLUB 1.8KG LASHER P/HND OR EQUIVALENT	Each	1	N/A	
37.	SQUARE STEEL RAFTER 600X400MM OR EQUIVALENT	Each	1	100%	
38.	BLOCK BRUSH WHITEWASH	Each	1	N/A	
39.	TROWEL POINTING 200MM MTS OR EQUIVALENT	Each	1	N/A	
40.	DUST MASKS AND RESPIRATORS – P2, 12 PIECES PER BOX	Each	1	N/A	
41.	MASTER SAFETY SPEC – EURO – CLEAR – ADJUSTABLE FRAME 10 PER BOX	Each	1	N/A	
42.	REBEL EAR GEAR REUSABLE CORDED EARPLUGS OR EQUIVALENT	Each	1	N/A	
TOTAL AMOUNT (To Summary)					

Table 7: Summary

Table	Section	Total Amount
Table1	Electrical	
Table 2	Welding	
Table 3	Carpentry	
Table 4	Plumbing	
Table 5	Painting	
Table 6	Bricklaying	
Sub Total		
Add VAT @ 15% (If Applicable)		
Sub Total		
Add Contingencies (10%)		
Grand Total (To Form of Offer)		

NOTE:

- **The above pricing schedule is rate based.**
- **The building material, equipment and tools will be requested from the successful bidder as and when required hence the rate based pricing schedule.**
- **The department wants to know upfront what amount will be charged for each item when needed/required.**

TERM CONTRACT: SUPPLY AND DELIVERY OF TRAINING MATERIALS FOR PRACTICAL TRAINING OF APTCOD AND NATIONAL YOUTH SERVICE(NYS) LEARNERS FOR A PERIOD OF TWELVE (12) MONTHS

BID EVALUATION CRITERIA

This bid will be evaluated in Two (2) phases as follows:
Phase One: Administrative Compliance
Phase Two: Bidders passing stage one above will thereafter be evaluated on PPPFA and PPR 2022

PHASE ONE: ADMINISTRATIVE COMPLIANCE

1. The purpose of this evaluation phase is to determine which bid responses are responsive to the minimum bid specifications and the minimum bid requirements. Bid proposals that do not meet the minimum bid specifications and or minimum bid requirements will be regarded as "non-responsive" and will not be considered for further evaluation.

2. Bidders' proposals must meet the following minimum requirements, and the required supporting documents (as required below) must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration.

(a) Bids must be submitted on the original documents and bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
(b) SBD4 must be duly completed and signed. 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, such interest must be disclosed on question 2.4.1 of SBD 4.
(c) If the offer is "Vat Inclusive", the VAT registration number of service provider must be indicated and if a service provider is not a VAT Vendor but include VAT in its prices, the successful service provider will be given 21 days to register as a VAT Vendor with SARS, after the issuing of an appointment letter. If a bidder is a VAT vendor/registered, the bidder is required to explicitly state the VAT amount. VAT vendors must include VAT at 15% in the bid offer(s).
(d) Only one offer per bidder is allowed. Bidders are also not allowed to submit a bid whilst they are in agreement with other bidders in the form of joint venture or consortium.
(e) The Resolution to Sign - Annexures A must be duly completed & signed (if applicable)
(f) SBD 3.1- Pricing Schedule- Firm Prices – must be completed.
(g) If the Bid Sum (amount in words) is not completed, the bid will be eliminated
(h) Bidders must be a legal entity. In the event of a subcontractor or joint ventures or consortiums a signed agreement by all parties must be submitted with the bid. Also see notes to the "Authority to Sign". Failure to submit a compliant agreement with the bid will automatically eliminate the bid for further consideration.
(i) Form SBD1 "Part A" should be completed and "Part B" must fully completed (date, signature, amount).
(j) **The bidder must submit bank rating letter, not older than three (3) months, from a registered financial institution confirming a bank rating of C or higher.**
(k) **The bidder must have successfully completed at least three (3) projects of a similar nature within the last five (5) years. The bidder must provide reference letters or completion certificates from previous clients as proof of experience. Reference letters must be on the client's official letterhead and include the project description, duration, contract value (where applicable), and contact details of the client representative**.

PHASE TWO EVALUATION ON NEW PPPFA and SPECIFIC GOALS (PPR 2022)

THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT WILL BE APPLIED AND THE 80/20 PREFERENCE POINTS SYSTEM WILL BE APPLICABLE

POINTS FOR PRICE	80 POINTS
SPECIFIC GOALS	20 POINTS
TOTAL POINTS	100 POINTS

Please note:

1. Bidders need to complete and sign SBD 6.1 to claim points for specific goals. Failure will lead in non-awarding of points for specific goals
2. The Department intends to award this to the highest point scorer as whole, unless circumstances justifies otherwise
3. All information will be verified through CSD (where applicable)
4. SBD 6.1 is attached
5. The relevant designated sector/s and their minimum thresholds for local production & content for the items are (where applicable):
    a. Electrical cables (house wire, flat twin, surfix, panel wire, control cable) and the minimum threshold for local content at 90%
    b. PVC pipes/conduits and plastic pipe products and the minimum threshold for local content at 100%
    c. Steel conduit, steel boxes, steel cable trays, steel distribution boards, steel accessories and the minimum threshold for local content at 100%
    d. Motors, pumps and associated accessories and the minimum threshold for local content at 70%
    e. Timber products and the minimum threshold for local content at 100%
    f. Clay bricks and the minimum threshold for local content at 100%
    g. Cement and the minimum threshold for local content at 100%
    h. Concrete blocks and the minimum threshold for local content at 100%
    i. Steel products and the minimum threshold for local content at 100%
6. Where applicable, only locally produced goods or locally manufactured goods, meeting the stipulated minimum threshold for local production and content will earn you points for specific goals points allocated for local content. See SBD 6.1 and (Annexure B) the declaration certificate for local content & the declaration summary schedule attached
7. Exchange rate to be used for the calculation of local content (local content and local production are used interchangeably) must be the exchange rate published by the SARB at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.
8. Failure to indicate minimum percentage (%) or not meeting minimum percentage for local content will lead to non-awarding of points
9. If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorization from the DTI should there be a need to import such raw material or input and a copy of this authorization letter must be submitted together with the bid document at the closing date and time.
10. Bidders must complete and sign (Annexure B) the declaration certificate for local content & the declaration summary schedule attached and they must be submitted with the bid at the closing date and time. Failure to submit will lead to non-awarding of specific goals points allocated for local content. See SBD 6.1

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

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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

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

b) The lowest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \qquad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

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:

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \qquad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individual:-		
(a) 100% black ownership	6	
(b) 51% to 99% black ownership	4	
(c) Less than 51% black ownership	0	
Black women ownership:-		
(a) 100% black women ownership	4	
(b) 30% to 99% black women ownership	2	
(c) Less than 30% black women ownership	0	
Black youth ownership:-		
(a) 100% black youth ownership	4	
(b) 30% to 99% black youth ownership	2	
(c) Less than 30% black youth ownership	0	
People with disability:-		
(a) 20% or more disabled people ownership	2	
(b) Less than 20% disabled people ownership	0	
Locality:-		
(a) Within the Eastern Cape	2	
(b) Outside the Eastern Cape	0	
Local production and content (see Annexure B declaration certificate & summary schedule attached):-		
(a) Compliant to local content requirements	2	
(b) NON-Compliant to local content requirements	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: ……………………………………………………………...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;
ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

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

………………………………………
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ………………………………………………………
DATE: ………………………………………………………
ADDRESS: ………………………………………………………
………………………………………………………
………………………………………………………
………………………………………………………

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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

2.3.1 If so, furnish particulars:

……………………………………………………………………………………………………
……………………………………………………………………………………………………
……………………………………………………………………………………………………

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

2.4 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

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

3 GENERAL DECLARATION

I, ……………………………………………………......................., the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

………………………………	…………………………………………
Signature	Date
………………………………	………………………………………...
Designation	Name of bidder

ANNEXURE A

RESOLUTION FOR SIGNATORY

(See also “Special Conditions of Bid”)

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.

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 authorised to sign all documents in connection with the tender for

Bid Number: SCMU5-26/27-0054

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: ______________________________

ANNEXURE B

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Annexure forms part of all bids invited with local content and it serves as a declaration form for local content (local production and local content are used interchangeably).

1. **A bidder will not be awarded points for Specific goals allocated for Local Content if this Declaration Certificate is not completed, signed and submitted as part of the bid documentation;**
2. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard

IN RESPECT OF BID NO.: **SCMU5-26/27-0054: TERM CONTRACT: SUPPLY AND DELIVERY OF TRAINING MATERIALS FOR PRACTICAL TRAINING OF APTCOD AND NATIONAL YOUTH SERVICE(NYS) LEARNERS FOR A PERIOD OF TWELVE (12) MONTHS**

ISSUED BY: (Procurement Authority / Name of Institution): **EASTERN CAPE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE**

I, the undersigned, …………………………….. (full names),
do hereby declare, in my capacity as …………………………………… ………..
of ....(name of bidder entity),
the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

Bid price, excluding VAT	R
Imported content	R
Stipulated minimum threshold for local content	
Local content %	

(c) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(d) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application.

SIGNATURE: ______________________ **DATE: ___________**

Local Content – Declaration Summary Schedule

Item No.	Description of Services/Works/Goods	Unit of measure	Quantity	Stipulated Minimum Threshold	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value (R)	Local value (R)	Local content % (per item)
			C1	C2	C3	C4	C5	C6	C7	C8
							(C3-C4=C5)	(C1 x C4 = C6)	(C1 x C3=C7)	
1.	H/WIRE 1.5mm BLK % (SO) (100m)	Roll	1	90%						
2.	H/WIRE 1.5mm GRN % (SO) (100m)	Roll	1	90%						
3.	FLAT CABLE 2.5x2+E (TWIN) % (SO) (100m)	each	1	90%						
4.	FLAT CABLE 1.5x2+E (TWIN) % (SO) (100m)	each	1	90%						
5.	SURFIX CABLE 6x4+E WHT (SO)	each	1	90%						
6.	1MM RED SOLID PANEL WIRE (50m) KM210201	roll	1	90%						
7.	1MM BLACK SOLID PANEL WIRE (50m) KM210201	roll	1	90%						
8.	1MM RED SOLID PANEL WIRE (50m) KM210201	roll	1	90%						
9.	BOSAL 20mm CONDUIT (50m)	roll	1	100%						
10.	CONDUIT PVC 20mm (4M)	each	1	100%						
11.	SPRAG 20mm PVC WHITE (3m)	each	1	100%						
12.	H/WIRE 2.5mm RED (SO) (50m)	each	1	90%						
13.	H/WIRE 2.5mm BLK (SO) (50m)	each	1	90%						
14.	H/WIRE 2.5mm GRN/YELL (SO) (50m)	each	1	90%						

15.	COUPLING PVC 20mm (50)	Pack	1	100%						
16.	BOX PVC 20mm 3 WAY	each	1	100%						
17.	BOX PVC 20mm 2 WAY	each	1	100%						
18.	BOX PVC 20mm 4 WAY	each	1	100%						
19.	H/WIRE 1.5mm RED % (SO) (50 m)	each	1	90%						
20.	SADDLE GALV 20mm	each	1	100%						
21.	CABLE ECC 6X4 CORE	each	1	90%						
22.	ZEST MOTOR 1.5KW 4P 230/400V B35T 90L DG200618	each	1	70%						
23.	MOTOR VEGA 1.1kw 230v GS220517	each	1	70%						
24.	CABLE TRAY 300mm 3M	each	1	100%						
25.	DISTRIBUTION BOARD FLUSH 20WAY SAM ECONO METAL +TRAY	each	1	100%						
26.	DISTRIBUTION BOARD SURFACE 20MOD 1X20 MINI 1PH 250X350X70 WHITE STEEL	each	1	100%						
27.	SURFIX 1.50mm2 x4+E BLK Cu PVC 300/500V	each	1	90%						
28.	SURFIX 2.50mm2 x4+E BLK Cu PVC 300/500V	each	1	90%						
29.	FLAT TWIN 4.00mm2 x2+E WHI Cu PVC 300/500V	each	1	90%						
30.	CONDUIT 20mm SABS PVC (3m)	each	1	100%						
31.	CONDUIT 20mm SABS PVC (3m)	each	1	100%						
32.	BOSAL CONDUIT 20MM GALV STL PLAIN END 4mtr len (60mtr bundle)	each	1	100%						

33.	BOSAL ADAPTOR MALE 20MM GALV STL 76-201-317 THREADED	each	1	100%								
34.	BOSAL ADAPTOR MALE 25MM GALV STL 76-250-317 THREADED	each	1	100%								
35.	WACO EXTENSION BOX OPEN 100x50mm STL	each	1	100%								
36.	WACO EXTENSION BOX OPEN 100x100mm STL	each	1	100%								
37.	ADAPTOR MALE 20mm PVC WHI	each	1	100%								
38.	ADAPTOR MALE 25mm PVC WHI	each	1	100%								
39.	CONDUIT SPRAGUE 20mm PVC FLEXIBLE WHI	each	1	100%								
40.	12MM S/STEEL STRAP 30MTS SRE	each	1	100%								
41.	SQUARE TUBE 25X25X3.0X6.0M	each	1	100%								
42.	ANGLE IRON 25X25X3.0X6.0M	each	1	100%								
43.	HR PLATE 2 500X1 200X10MM	each	1	100%								
44.	HR PLATE 2 500X1 200X6.0MM	each	1	100%								
45.	ROUND TUBE 152X4.0X6M	each	1	100%								
46.	ROUND TUBE 50X4.0X6M	each	1	100%								
47.	RAFTER TREATED S5 SABS 38 X 114 X 6.0M	each	1	100%								
48.	BRANDERING TREATED S5 SABS 38 X 38 X 6m	each	1	100%								
49.	SKIRTING MERANTI 13MM X 67MM X 3.0m	each	1	100%								
50.	PURLIN TREATED S5 SABS 50 X 76 X 6.0M	each	1	100%								

51.	DOORFRAME MER 44X60	each	1	100%						
52.	PVC PIPE SV WHT 110MMX6M SABS	Each	1	100%						
53.	PVC SV JUNCTION PLN SGL95 110mm	Each	1	100%						
54.	PVC SV BEND PLAIN 95 110MM	Each	1	100%						
55.	CORO BRICK: FACE BRICK - MAIZE TRAVERTINE FBX OR EQUIVALENT	Each	1	100%						
56.	BUILDERS WAREHOUSE - UNBRANDED STOCK CLAY BRICK OR EQUIVALENT	Each	1	100%						
57.	CEMENT- 50 KG POCKET 32,5N	Each	1	100%						
58.	M200 Building Concrete Blocks	Each	1	100%						
59.	SQUARE STEEL RAFTER 600X400MM OR EQUIVALENT	Each	1	100%						
BID PRICE EXC VAT (R)										
TOTAL IMPORTED CONTENT VALUE (R)										
TOTAL LOCAL CONTENT VALUE (R)										

GENERAL CONDITIONS OF CONTRACT

A. TABLE OF CLAUSES

GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 provider, 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 provider under the contract for the full and proper performance of his contractual obligations.

1.4 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of the 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 provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

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

1.12 **“Force majeure”** means an event beyond the control of the provider and not involving the provider’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 provider 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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

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

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

1.19 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 **“Project site,”** where applicable, means the place indicated in bidding documents.

1.21 **“Purchaser”** means the organization purchasing the goods.

1.22 **“Republic”** means the Republic of South Africa.

1.23 **“SCC”** means the Special Conditions of Contract.

1.24 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.

1.25 **“Written”** or **“in writing”** means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise 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 Invitations to bid are usually published in locally distributed news media and in the institution’s website.

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

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

6. Patent rights

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

6.2 When a provider developed documentation/projects for the department or PROVINCIAL entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the department or PROVINCIAL entity.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the success 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 provider'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 provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

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

8.2 If it is a bid condition that 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 purchaser or an organization acting on behalf of the purchaser.

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

8.4 If the inspections, tests and analyses referred to in clause 8.2 & 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 provider.

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

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

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. Packaging

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the provider'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 provider 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 provider for similar services.

14. Spare parts

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

1) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and

2) in the event of termination of production of the spare parts:

a) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

b) 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 provider 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 provider 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 provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

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

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the provider under this contract shall be specified

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Increase/decrease of quantities

18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Contract amendments

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

20. Assignment

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

21. Subcontracts

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

22. Delays in the provider's performance

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

22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.

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

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

22.4 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 provider'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 provider.

23. Penalties

23.1 Subject to GCC Clause 25, if the provider 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 good or unperformed services using the current prime interest COST 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.

24. Termination for Default

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

(a) if the provider 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 provider fails to perform any other obligation(s) under the contract; or

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

24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. Anti-Dumping And Counter-Vailing Duties And Rights

25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

26. **Force Majeure**

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

26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

27. Termination for Insolvency

27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,

28. Settlement of Disputes

28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.

28.2 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 provider 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.

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

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

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

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

29. **Limitation of Liability**

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

(a) the provider 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 provider to pay penalties and / or damages to the purchaser; and

(b) the aggregate liability of the provider 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.

30. Governing Language

30.1 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.

31. Applicable Law

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

32. Notices

32.1 Every written acceptance of a bid shall be posted to the provider 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.

32.2 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.

33. TAXES AND DUTIES

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

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

33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

34. Transfer of Contracts

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

35. Amendment of Contracts

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