



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

Southern Cape Management Area, Private Bag X6539, George, 6530/ 1 Union Street, George
Tel (044) 802 7454, Fax (044) 873 3786

Ref: 6/1/3/4
Enq: Mr Barnes C/ Mr Mpilo
Date: 2022/01/19

The Manager

.....
.....
.....
.....

Sir/ Madam

BID WCR 01/2022: SUPPLY, DELIVERY AND OFF-LOADING OF BUILDING MATERIAL TO GEORGE CORRECTIONAL CENTRE: SOUTHERN CAPE MANAGEMENT AREA: DEPARTMENT OF CORRECTIONAL SERVICES: WESTERN CAPE

The Department of Correctional Services requires the item(s)/service(s) as described per attached bid invitation.

You are requested to complete the bid documents and submit it to the address indicated in the SBD 1.

Bidders must take note of the following:

- The closing date of the bid will be at 11h00 on **14 February 2022** and will be valid for a period of **120 days** after the closing date.
- Bids must be submitted in a sealed envelope. The name and address of the bidder, the bid number and closing date must be indicated on the envelope. The envelope must not contain documents relating to any other bid.
- It is the responsibility of bidders to ensure that bids reach the address indicated on the SBD 1 before the closing date and time. **No late bids will be accepted.**
- Bidders need to acquaint themselves with the contents of the attached General and Special Conditions of Contract.
- It is the responsibility of bidders to ensure that they are registered on the National Treasury Central Supplier Database (CSD).
- A Compliance Checklist (BD 26.1) is provided in the bid document that will assist bidders to adhere to the conditions specified in the bid.

With reference to the SBD 6.1, the following documentation **must** be submitted with your price quotation:

- Valid and original/certified copy of B-BBEE Certificate; or
- Sworn affidavit for B-BBEE Exempted Micro Enterprise or B-BBEE Qualifying Small Enterprise (whichever applicable to your company);
- Certified copies of your company registration (CIPRO/ CIPC) Certificate; and
- Certified copy(s) of ID document(s) of the directors/shareholders/members

NB: all copies must be originally certified and not older than three months.

In the case of the this bid, all items will be awarded as a whole, therefore bidders must bid for all the sub-items as per pricing schedule. **Omission to bid for all these sub-items may invalidate your offer.**

It will be expected of the successful bidder to sign a formal contract at this office after being notified of the acceptance of his/her bid.

Yours faithfully



.....
Regional Coordinator: SCM

Miles C

(Delegation C86 of financial delegation of powers dated 28/08/2018)

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	WCR 01/2022	CLOSING DATE:	14 FEBRUARY 2022	CLOSING TIME	11:00
DESCRIPTION	SUPPLY, DELIVERY AND OFF-LOADING OF BUILDING MATERIAL TO GEORGE CORRECTIONAL CENTRE: SOUTHERN CAPE MANAGEMENT AREA				

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

SOUTHERN CAPE MANAGEMET AREA PRIVATE BAG X6535 GEORGE 6530	
---	--

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		☐ Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes
[TICK APPLICABLE BOX]		☐ No			☐ No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		☐	A REGISTERED AUDITOR		
		NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

SBD1

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	DCS: SOUTHERN CAPE	CONTACT PERSON	MR DUMINY B
CONTACT PERSON	MR MPIOLO/ MR BARNES	TELEPHONE NUMBER	044-802 7473
TELEPHONE NUMBER	044-802 7435/54	FACSIMILE NUMBER	044- 802 7449
FACSIMILE NUMBER	044- 873 3786/ 7449	E-MAIL ADDRESS	Barney.duminy@dcs.gov.za
E-MAIL ADDRESS	Mathews.mpilo@dcs.gov.za		



PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE	
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.	
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other

incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

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

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

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have

them audited by auditors appointed by the purchaser, if so required by the purchaser.

- | | |
|---|--|
| 6. Patent rights | 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser. |
| 7. Performance security | <p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>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:</p> <ul style="list-style-type: none">(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 <p>7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p> |
| 8. Inspections, tests and analyses | <p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.</p> <p>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.</p> <p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3</p> |

do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract.
Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

- 12. Transportation** 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental services** 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts** 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty** 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of

the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

- 20. Subcontracts** 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties** 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay

until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

**23. Termination
for default**

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

- (a) the name and address of the supplier and/or person restricted by the purchaser;
- (b) the date of commencement of the restriction;
- (c) the period of restriction; and

(d) the reasons for the restriction.

These details will be loaded in the National Treasury's central data base of suppliers or persons prohibited from doing business with the public sector.

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to

him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

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

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive Practices

- 34.1 In terms of Section 4(1)b)(iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) was/were in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.



DEPARTMENT OF CORRECTIONAL SERVICES

SPECIAL CONDITIONS OF CONTRACT:

BID NO. WCR 01/2022

**SUPPLY, DELIVERY AND OFF-LOADING OF BUILDING
MATERIAL TO GEORGE CORRECTIONAL CENTRE:
SOUTHERN CAPE MANAGEMENT AREA**



CONTENTS

DEPARTMENT OF CORRECTIONAL SERVICES	1
1. INTRODUCTION.....	4
2. REGISTRATION ON CENTRAL SUPPLIERS DATABASE	4
3. CERTIFICATION OF DOCUMENTS BY A COMMISSIONER OF OATH	4
4. CONTRACT PERIOD.....	4
5. QUANTITIES.....	4
6. RESPONSE FIELDS	4
7. EVALUATION CRITERIA	5
7.1 PHASE 1: PRE-QUALIFYING CRITERIA.....	5
7.2 PHASE 2: MANDATORY REQUIREMENTS	5
7.2.1 TAX MATTERS.....	5
7.2.2 CERTIFICATE: CONFIRMATION OF SUPPLY ARRANGEMENTS BETWEEN THE BIDDER AND HIS/HER SUPPLIER (BD 27).....	6
7.2.3 STANDARDS/SPECIFICATIONS	6
7.3 PHASE 3: PRICE AND B-BBEE.....	7
7.4 PHASE 4: AWARDING OF BIDS	8
8. VALUE ADDED TAX.....	8
9. DECLARATION OF INTEREST (SBD 4)	9
10. PARTICIPATION OF GOVERNMENT OFFICIALS IN THE BIDDING PROCESS	9
11. FRONTING	9
12. PRICE AND PRICE QUALIFICATION	10
13. SUBMISSION OF BIDS	10
14. LATE BIDS.....	10
15. COMMUNICATION.....	10
16. COUNTER CONDITIONS	10
17. VENDOR ASSESSMENT (CAPABILITY AND FINANCIAL ABILITY)	10
18. NEGOTIATIONS.....	11



19.	ORDERS/DELIVERIES/DELIVERY BASIS	11
20.	PACKAGING	12
21.	CONTRACT MANAGEMENT	12
22.	PENALTIES	12
23.	PAYMENTS.....	12
24.	SETTLEMENT OF DISPUTES	13



1. INTRODUCTION

- 1.1 This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999).
- 1.2 The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.
- 1.3 These conditions form part of the bid and bidders need to familiarize themselves with the content thereof.

2. REGISTRATION ON CENTRAL SUPPLIERS DATABASE

- 2.1 Bidders need to register on the National Treasury Central Supplier Database in order to do business with the state. Accounting Officers cannot award any bid or price quotations to any supplier who is not registered on the Central Suppliers Database. Bidders must log on www.csd.gov.za for self registration.

3. CERTIFICATION OF DOCUMENTS BY A COMMISSIONER OF OATH

- 3.1 Bidders must ensure that all certified copies comply with the Regulation governing the administering of an oath or affirmation. The Commissioner of Oath must append a signature, date and also print out name. Copies that do not comply with this Regulation will be regarded as invalid.
- 3.2 **The date of certification of the original on all copies submitted should not be older than three (3) months.**

4. CONTRACT PERIOD

- 4.1 The contract shall be for a once-off delivery.

5. QUANTITIES

- 5.1 The quantities furnished in the bid are **estimated quantities** and no guarantee can be given regarding the actual quantities that will be ordered.

6. RESPONSE FIELDS

- 6.1 It is imperative that bidders submit responsive bids by completing all mandatory response fields and item questionnaires for the individual items. In this regard bidder's attention is drawn to the response field and price structure explanations and examples supplied in the bid document.
- 6.2 Bid documents should not be retyped or redrafted.
- 6.3 The following bid documents must be completed in ink, signed and submitted **in an original format**:



Document	Description
SBD 1	Invitation to Bid
SBD 3	Pricing Schedule
SBD 4	Declaration of Interest
SBD 6.1	Claim Form in Terms of Preferential Procurement Regulations 2017
SBD 8	Declaration of Bidders past SCM Practises
SBD 9	Certificate of Independent Determination

6.4 Alternative offers may be made for any item(s) on condition that the offer complies with the specification. **It must clearly be marked as an alternative offer.**

6.5 Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated in line with the index provided. No liability shall be accepted with regard to claims arising from the fact that pages are missing or duplicated.

7. EVALUATION CRITERIA

The evaluation process will be conducted in phases as follows:

Phase 1	Phase 2	Phase 3
Pre-qualifying Criteria	Mandatory Requirements	Price and B-BBEE
Compliance with pre-qualifying criteria	Compliance with mandatory requirements	Bids evaluated in terms of Preferential Procurement Regulations, 2017

7.1 Phase 1: Pre-qualifying Criteria

7.1.1 The Preferential Procurement Regulations, 2017 prescribes that pre-qualifying must be used to advance designated groups.

7.1.2 **Only bids with a BBEE level one (1) to four (4) will be considered.**

7.2 Phase 2: Mandatory Requirements

7.2.1 Tax Matters

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

7.2.1.2 The Tax Compliance status requirements are also applicable to foreign bidders/individuals who wish to submit bids.

7.2.1.3 Bidder must be registererd on the **Central Supplier Database (CSD)** and provide its CSD number and TCS Pin as per SBD 1.



- 7.2.1.4 When a Consortium/ Joint Venture/ Sub-contractors is involved, each party must be registered on the Central Suppliers Database and their tax compliance status will be verified through the Central Suppliers Database.
- 7.2.1.5 **The bid will be awarded to the bidder who is tax compliant.**
- 7.2.2 **Certificate: Confirmation of supply arrangements between the bidder and his/her supplier (BD 27)**
- 7.2.2.1 Any bidder who does not normally keep stock of the item and is sourcing the goods and services from a third party (manufacturer/producer or dealer/ distributor who normally keeps stock) for the purpose of delivering the item to the Department, must ensure that the attached BD 27 is completed by his/her supplier after they have familiarised themselves with the item(s) / description(s) / specifications and conditions of the bid for all relevant goods and services required from this bid. **Failure to submit a signed (BD 27) signed by the bidder and his/her supplier will invalidate the bid.**
- 7.2.2.2 Third parties must especially acquaint themselves with the conditions applicable to price increases.
- 7.2.2.3 A letter issued on the official letterhead of the third party addressing the information below is acceptable.
- 7.2.2.4 The bidder must ensure that the supply arrangements for the required goods and services have been mutually agreed upon with his/her supplier. No agreement between the bidder and his/her supplier will be binding on the Department.
- 7.2.2.5 **The Department reserves the right to verify any information supplied by the bidder and should the information be found to be false or incorrect, it will invalidate your bid.**
- 7.2.2.6 If a contract has been concluded on the basis of sourcing the product(s) from a manufacturer/dealer, distributor and the bidder for some or the other reason change the manufacturer/dealer, the Department should immediately be notified and a new BD 27-form (confirmation of supply arrangements between the bidder and his/her supplier) should be submitted.
- 7.2.2.7 **The Department will only accept an original or certified copy of the completed and signed BD 27 and it must be attached with the standard bidding documents.**
- 7.2.3 **Bidding for all sub-items**
- 7.2.3.1 In the case of the this bid, all items will be awarded as a whole, therefore bidders must bid for all the sub-items as per pricing schedule. **Omission to bid for all these sub-items may invalidate your offer.**
- 7.2.4 **Standards/Specifications**
- 7.2.4.1 Bidders are required to comply with the specification as indicated on the pricing schedule (SBD 3.1)



7.2.5 Failure to comply with all requirements stipulated in paragraph 7.2. will invalidate your bid.

7.3 Phase 3: Price and B-BBEE

7.3.1 In terms of Regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the Department on the **80/20 or 90/10-preference** point system in terms of which points are awarded to bidders on the basis of:

- a) **Bid price (maximum 80/90 points)**
- b) **B-BBEE status level of contributor (maximum 20/10 points)**

7.3.2 The following formula will be used to calculate the points for price:

Cases with a Rand value below R50 million (all applicable taxes included)		Cases with a Rand value exceeding R50 million (all applicable taxes included)
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$		$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$
Where :		
PS	=	Points scored for comparative price of bid or offer under consideration
Pt	=	Comparative price of bid or offer under consideration
Pmin	=	Comparative price of lowest acceptable bid or offer

7.3.3 Subject to sub-regulation (3), points will be awarded to a bidder for attaining their B-BBEE Status Level of Contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

7.3.4 Bidders are required to complete the preference claim form (SBD 6.1), and submit a valid and original/originally certified copy of B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the bid in order



to claim the B-BBEE status level point. **The date of certification of the original should not be older than three (3) months.**

- 7.3.5 Preference points will be allocated to bidders who have completed and signed the declaration part of the preference claim form on the SBD 6.1 and who have substantiated their claim for B-BBEE points by submitted a B-BBEE status level certificate issued by the following verification agencies:

7.3.5.1 *Bidders other than EMEs and QSE,s*

- a) Verification agencies accredited by SANAS; or

7.3.5.2 *Bidders who qualify as EMEs and QSE's*

- a) Sworn affidavit signed by the EMEs and QSEs representative and attested by a Commissioner of Oaths.

Bidders can access the sworn affidavits templates on https://www.thedti.gov.za/economic_empowerment/bee_codes.jsp

- 7.3.6 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.

- 7.3.7 Public entities and tertiary institutions must also submit a B-BBEE Status Level Verification Certificate together with their bids.

- 7.3.8 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

- 7.3.9 The points scored will be rounded off to the nearest 2 decimals.

7.4 **Phase 4: Awarding of bids**

- 7.4.1 A bid must be awarded to the bidder who scored the highest total number of points in terms of the preference point systems (price and B-BBEE points), unless objective criteria in terms of section 2(1)(f) of the Act justify the award of the bid to another bidder.

- 7.4.2 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.

- 7.4.3 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

8. **VALUE ADDED TAX**

- 8.1 All bid prices are inclusive of 15% Value Added Tax (VAT), except in the case of a person that is not required to register for Value Added Tax.



9. DECLARATION OF INTEREST (SBD 4)

9.1 It is important that bidders acquaint themselves with the content of the Declaration of Interest (SBD 4).

9.2 A bidder or his/her authorised representative is required to declare his/her position in relation to the evaluating/adjudicating authority and/or **take an oath declaring his/her interest, where -**

- a) The bidder is employed by the state; and/or
- b) The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

9.3 The Declaration of Interest (SBD 4) must be completed in full.

9.4 Declarations of any nature will not necessarily prejudice any bidder, however should a bidder knowingly submit false declarations, this Department will act against such bidder (company) and/or its Directors in terms of paragraph 23 of the General Conditions of Contract.

10. PARTICIPATION OF GOVERNMENT OFFICIALS IN THE BIDDING PROCESS

10.1 In accordance with Sections 118 and 121 of the Correctional Services Act, 1998 (Act 111 of 1998), no member of the Department of Correctional Services may participate in the bidding process of the Department.

10.2 **The Public Administration Act, 2014 (Act no. 11 of 2014), chapter 3, section 8(2)(a) specifies that an employee of the State may not conduct business with the State.**

10.3 Bidders having a kinship with persons employed by the state, including a blood relationship, must declare their interest on the SBD 4 (Declaration of Interest).

11. FRONTING

11.1 The Department of Correctional Services supports the spirit of Broad Based Black Economic Empowerment and recognizes that real development can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in:

- a) An honest, fair, equitable, transparent and legally compliant manner. Against this background the Department of Correctional Services condemn any form of fronting.
- b) The Department of Correctional Services, in ensuring that bidders conduct themselves in an honest manner will as part of the bid evaluation processes, conduct or initiate the necessary enquiries, investigations to determine the accuracy of the representations made in the bid documents.



- 11.2 Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/ investigation, the onus will be on the bidder/ contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from the date of notification may invalidate the bid/ contract and may also result in the restriction of the bidder/ contractor to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies the Department may have against the bidder/ contractor concerned.

12. PRICE AND PRICE QUALIFICATION

- 12.1 Prices shall be quoted in South African currency.
- 12.2 The bid prices shall be given in the units shown.
- 12.3 Prices must be inclusive of delivery cost and all applicable taxes.

13. SUBMISSION OF BIDS

- 13.1 Each bid should be submitted in a separate sealed envelope or suitable cover on which the name and address, the bid number and the closing date must be clearly endorsed.

14. LATE BIDS

- 14.1 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where possible, be returned unopened to the bidder.

15. COMMUNICATION

- 15.1 No communication with any Procurement Official will be allowed during the running period of the bid.
- 15.2 Communication after the closing date of the bid must be in writing and addressed to the Supply chain manager.
- 15.3 The Department may request clarification regarding information provided by bidders. Bidders are to supply the required information within the specified period. Failing to do so will invalidate your bid.

16. COUNTER CONDITIONS

- 16.1 Bidder's attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders will result in the invalidations of such bids.

17. VENDOR ASSESSMENT (CAPABILITY AND FINANCIAL ABILITY)



- 17.1 The Department will have the right to confirm the ability of bidders to execute this contract successfully. This includes an investigation by the Department or its appointee of the following:
- a) The bidder's financial position to execute the contracts,
 - b) Previous contracts executed and current contracts (SBD 4 and SBD 8 must be completed),
 - c) Delivery **periods, quality and quantity of products.**
- 17.2 **Please provide contactable details of current and previous clients for the supply and delivery of similar items and where the business was gained in the last twelve months by means of a price quotation/bidding process (Reference letters from clients letter head).**
- 17.3 The premises/factory of the bidder or contractor should be open at all reasonable hour for inspection by a representative of the Department and/or its approved institution.
- 17.4 **Should the contractor not cooperate in any of these matters and/or do not have the capability to execute the contract his/her offer will be regarded as not acceptable.**
18. **NEGOTIATIONS**
- 18.1 The Department reserves the right to negotiate with bidders prior to the award of the bid.
19. **ORDERS/DELIVERIES/DELIVERY BASIS**
- 19.1 Before delivery of any product on this contract is conducted, the contractor must be in possession of an official order issued by an authorized official of the Department.
- 19.2 Firm delivery period must be quoted for the duration of the contract period.
- 19.3 Products must be delivered and off loaded by the contractor in the transit area of the delivery point.
- 19.4 Delivery will be accepted on weekdays between 8:00 and 14:00.
- 19.5 All deliveries and dispatches must be accompanied by a delivery note stating the official order number against which the delivery is affected.
- 19.6 Deliveries not complying with the order/specifications will be returned to the contractor at the contractor's expense.
- 19.7 The Department of Correctional Services may postpone or delay deliveries if it finds itself in any such position, as a result of circumstances beyond its control, which will make it impossible to comply with the specified delivery dates.



20. PACKAGING

- 20.1 If applicable, your attention is drawn to the packaging requirements stipulated in the specification.
- 20.2 There should be a labelling/description of the delivered items on the outside of the packaging that will correspond with the invoice.

21. CONTRACT MANAGEMENT

- 21.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the prior written approval from the Department.
- 21.2 Contractor must inform the relevant Institution immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.

22. PENALTIES

- 22.1 The Department will impose a penalty as a result of unsatisfactory performance (e.g. poor quality, late delivery, non-delivery, etc.)
- 22.2 The following formula will be utilized for this purpose :

$$Penalty = \left(Vx \frac{10}{100} \right) x N$$

- V = Value of delayed goods or services
N = Number of days of delay

A penalty will be limited to 30% of the value of delayed goods or services.

- 22.3 In addition to a penalty being imposed, the Department reserves the right to act in accordance with paragraph 21.6 of the General Conditions of Contract (GCC), which reads "Upon delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier."
- 22.4 The Department may terminate the contract at its sole discretion due to unsatisfactory performance (e.g. poor quality, late delivery, non-delivery, etc.) during the window period of two months, following the occurrence of the unsatisfactory performance.

23. PAYMENTS

- 23.1 Payments will only be effected by the Department in the following cases:



- 23.1.1 The successful completion of a deliverable/ service in line with the specification/ terms of reference.
- 23.1.2 Invoices should be delivered/posted or e-mailed to reach the institution that placed the order, timeously.
- 23.1.3 The invoices must be accompanied by an inspection certificate and/or proof of delivery.
- 23.2 Companies not registered in terms of Value Added Tax, may not claim VAT on invoices.

24. SETTLEMENT OF DISPUTES

- 24.1 Should any dispute arise from the contract paragraph 27 of the General Conditions of Contract shall apply.

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

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....

Bid number **WCR 01/2022**

Closing Time at **11:00 on 14 February 2022**

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

BID PRICE MUST BE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)

NB: BIDDERS MUST BID FOR ALL SUB-ITEMS PER ITEM IN ORDER TO BE CONSIDERED. FAILURE TO BID FOR ANY OF THE SUB-ITEMS WITHIN AN ITEM, WILL INVALIDATE THE OFFER FOR THAT SPECIFIC ITEM (SEE PARAGRAPH 7.2.3 OF THE SPECIAL CONDITION OF CONTRACT).

ITEM 1: SUPPLY, DELIVERY AND OFF-LOADING OF DOORS AND CEILINGS NB: (please quote on all 23 sub-items, failing which your quote will be invalid as a whole for this item)							
Sub-Item	Description	Quantity	Brand Name	Unit Price (inclusive of all applicable taxes)	Total Price per sub-item (inclusive of all applicable taxes)	Comply with specification Yes / No	Delivery period after receipt of order
1.1	White Gloss PVC ceilings Thick 13mm Width mm 375 mm X Length 7 Meters SABS Approved	450m ²		R...../m ²	R		
1.2	SA Pine wood Battens 38mm x 38mm CCA TT (SABS) S5 construction	1125m		R...../m	R		
1.3	Passivated ring shank nails 75mm per kg	25kg		R...../kg	R		
1.4	Chipboard screws 6mm X 25mm	5 000		R...../ea	R		
1.5	Polystyrene friendly white 75mm cornice 3m	275 each		R...../3m	R		
1.6	Cornice adhesive 310ml (per tube) Door 01: 1800 x 2064mm Aluminium white powder coated with louvers as per schedule	55 tubes		R...../tube	R		
1.7		6		R...../each	R		

SBD 3.1

Sub-Item	Description	Quantity	Brand Name	Unit Price (inclusive of all applicable taxes)	Total Price per sub-item (inclusive of all applicable taxes)	Comply with specification Yes / No	Delivery period after receipt of order	Name of your supplier as per completed BD 27 if you are not a dealer
1.8	Door 02: 877 x 2064mm Aluminium white powder coating	10		R...../each	R.....			
1.9	Door, Hollow Core Commercial 2ce 813	4		R...../each	R.....			
1.10	Door-Frame, Meranti, 70mm x 45mm x 813mm x 2032mm n/sill	4		R...../each	R.....			
1.11	Hinges, stainless steel, heavy duty, 100 x 75 x 2mm	4 pairs		R...../pair	R.....			
1.12	Lock sets, 2-lever, Mortise (SABS) CP Boxed	4		R...../box	R.....			
1.13	Skirting, Standard, SA pine 3m x 75mm	86		R...../each	R.....			
1.14	Nail, steel, 40mm	10 kg		R...../kg	R.....			
1.15	Window, aluminium 01, white powder coating 690 x 1200mm top hang as per schedule	55		R...../each	R.....			
1.16	Window, aluminium 02, white powder coating 920 x 1500mm side hang as per schedule	7		R...../each	R.....			
1.17	Louvers 300mm x 300mm optional vents as per window schedule	8		R...../each	R.....			
1.18	Vents to Welder shop 600 x 600mm as per schedule	8		R...../each	R.....			
1.19	Opaque sheet verticals 600 x 600mm as per schedule	8		R...../each	R.....			
1.20	Gutters, aluminium, seamless, 75 x 150mm, Cromadek green	200 m		R...../m	R.....			
1.21	SA Pine, 50 x 76mm CCA TT, S5 Construction (SABS)	1 125 m		R...../m	R.....			
1.22	Nails, ring shanks passivated, 100mm (per kg)	50 kg		R...../kg	R.....			
1.23	Saft steel door solid door 759 x 2032mm	1		R...../ea	R.....			
TOTAL VALUE OF ITEM 1					R.....			

WINDOW SCHEDULE

Detail of roof assembly
 1/2" 1/2" 1/2"
 4' 6" x 22' x 3/4"

¹ contractor to develop a full set of drawings in which a contractor is responsible for correct setting out boundaries and building lines - contractor to work off these drawings and check all work against drawings before commencing work - by contrast, to be set - preference to second dimension - limited scope to be used above outline - new area of responsibility, outside scope to be covered by the architect - should be set out

NB: For a clear copy to be e-mailed to you, please contact Mr Duminy @ 0724454401 or 044-8027473.

ITEM 2: SUPPLY, DELIVERY AND OFF-LOADING OF FLOORING ITEMS NB: (please quote on all 6 sub-items, failing which your quote will be invalid as a whole for this item)								
Sub-Item	Description	Quantity	Brand Name	Unit Price (inclusive of all applicable taxes)	Total Price per sub-item (inclusive of all applicable taxes)	Comply with specification Yes / No	Delivery period after receipt of order	Name of your supplier as per completed BD 27 if you are not a dealer
2.1	Vinyl floor tiles, Semi-flexible, Grey Matt 300 x 300mm	50 boxes (337.5m ²)		R...../box	R.....			
2.2	Pre-Mix Vinyl Adhesive for Flexible Tile, 5 Lt	16		R...../5lt	R.....			
2.3	Fibre Cement Ceiling Board Eaves, 4 x 1200 x 3000mm SANS 803:2005 (Ed 4.03)	4		R...../ea	R.....			
2.4	SA Pine Eaves, 38 x 50mm CCA TT S5 (SABS) (per meter)	36 m		R...../m	R.....			
2.5	PVC H-Strips, 4mm x 3.0m	6		R...../ea	R.....			
2.6	Gladded Nails, 32mm Galvanized	2 kg		R...../kg	R.....			
TOTAL VALUE OF ITEM 2					R.....			



ITEM 3: SUPPLY, DELIVER AND OFF-LOADING OF ASSEMBLED TRUSSES WITH INSTALLATION PLANS, THE FOLLOWING MUST BE INCLUDED					
Item	Description	Quantity	Comply with specification Yes / No	Delivery period after receipt of order	Name of your supplier as per completed BD 27 if you are not a dealer
3	SUPPLY, DELIVER AND OFF-LOADING OF ASSEMBLED COMPLETE TRUSSES WITH INSTALLATION PLANS, CONSISTING OF THE FOLLOWING:	1			
	Sisolation 420, 1.25 X 40 meters, 45m ²				
	Bracings straps 1.6mm Z275 Zink Coated				
	Green Traffic Repainted Chromadek IBR cover 686mm roof sheets, 0.47mm, carry a minimum 20 year guarantee for both the materials.				
	0.8 mm thick Green repainted Chromadek bend flashing with matching formed polycloser below flashing				
	Buildex Self drilling screws Timber 5.5mm X 75mm				
	PVC Barge boards 225 x 80mm x 4 meter white SABBS approved				
	Chromadek green traffic headwall flashing 175 x 50 x 2450 x 0.53mm				
	Chromadek green traffic side wall flashing 0.53 x 75 x 235 x 2450mm				
	Chromadek green traffic plain ridging 0.53 x 200 x 200 x 2450mm				
	Aluminium 600 x 0.6mm x 10m flashing for valleys.				
	UPvc Facia Boards 225 x 25mm x 6.0 meters				
	White caps roofing fixing system screws 65 x 5mm / timber				
	SA Pine 50 x 76mm CCA, S5 construction timber SABBS Standards (per meter)				
	Hurricane clips as per required SANS 10-400				
	Polly closers below flashing				
Certificate of Compliance (CoC) to be provided on completion.					
TOTAL VALUE OF ITEM 3 (inclusive of all applicable taxes)			R.....		

ITEM 4: SUPPLY, DELIVERY AND OFF-LOADING OF BUILDING MATERIAL NB: (please quote on all 15 sub-items, failing which your quote will be invalid as a whole for this item)								
Sub-Item	Description	Quantity	Brand Name	Unit Price (inclusive of all applicable taxes)	Total Price per sub-item (inclusive of all applicable taxes)	Comply with specification Yes / No	Delivery period after receipt of order	Name of your supplier if not a dealer & BD 27 must be completed
4.1	Face Bricks Golden Wheat Tray	40 000		R...../ea	R.....			
4.2	RQK NFX Bricks	100 000		R...../ea	R.....			
4.3	Cement per bag 42,5N (SABS Approved)in standard 50 kg package	1 920 bags		R...../bag	R.....			
4.4	Dry mix	240 m³		R...../m³	R.....			
4.5	Building sand	150 m³		R...../m³	R.....			
4.6	Plaster sand	40 m³		R...../m³	R.....			
4.7	Topping sand	30 m³		R...../m³	R.....			
4.8	Butterfly ties Galvanized. 100/bundle	18		R...../100	R.....			
4.9	Brick force Galvanized (75 x 2.8 mm)	3 650 m (cavity)		R...../m	R.....			
4.10	Brick force Galvanized (220 x 2.8 mm)	1 400m (full brick wall 220)		R...../m	R.....			
4.11	Pavers interlock (80 mm)	50 000		R...../ea	R.....			
4.12	DPC Gunplus (6 x 30 m) (250 micron) SABS	200 m		R...../m	R.....			
4.13	Welded mesh Steel ref.193 (200 x 200 x 5.6mm) (Sheet size 2400 x 6000 mm)	50 Sheets		R...../sheet	R.....			
4.14	Shatterproof board 18mm (1220 X 2440mm)	20 sheets		R...../sheet	R.....			
4.15	G7 sand	63 m³		R...../m³	R.....			
TOTAL VALUE OF ITEM 4				R.....				



ITEM 5: SUPPLY, DELIVERY AND OFF-LOADING OF ELECTRICAL SUPPLIES NB: (please quote on all 63 sub-items, failing which your quote will be invalid as a whole for this item)								
Sub-Item	Description	Quantity	Brand Name	Unit Price (inclusive of all applicable taxes)	Total Price per sub-item (inclusive of all applicable taxes)	Comply with specification Yes / No	Delivery period after receipt of order	Name of your supplier if not a dealer & BD 27 must be completed
5.1	Kiosk meter Fibre Glass (1200mm High x 520 mm Width x 350mm Deep), SABS Approved	1		R...../ea	R.....			
5.2	150A 3 Phase Circuit Breaker (Substation) (Icu / 400V / 25kA) (Ics /400V / 12.kA) SABS Approved	1		R...../ea	R.....			
5.3	64-way DB Boards PVC SABS Approved	2		R...../ea	R.....			
5.4	100A 3Phase circuit breakers SABS Approved	2		R...../ea	R.....			
5.5	63A Single Phase earth leakage (Din Rail) SABS Approved	6		R...../ea	R.....			
5.6	20A Circuit Breaker (Din Rail) SABS Approved	20		R...../ea	R.....			
5.7	10A Circuit Breaker (Din Rail) SABS Approved	20		R...../ea	R.....			
5.8	30A Circuit Breaker (Din Rail) SABS Approved	6		R...../ea	R.....			
5.9	40A Circuit Breaker (Din Rail) SABS Approved	6		R...../ea	R.....			
5.10	Copper Busbar 30 x 10 x 300 mm Plated and Threaded 15 x m8 SABS Approved	15		R...../ea	R.....			
5.11	32A Connector Blocks Black (SABS Approved)	300		R...../ea	R.....			
5.12	16A Connector Blocks Black (SABS Approved)	300		R...../ea	R.....			
5.13	Florescent Fittings Double(LED) , 1.2m (SABS Approved)	90		R...../ea	R.....			
5.14	Led Florescent tube, 1.2m, 36W (cool white) (2000 luminance) (DOUBLE ENDED INPUT) (SABS Approved)	200		R...../ea	R.....			
Sub-Item	Description	Quantity	Brand Name	Unit Price	Total Price per sub-item	Comply with	Delivery	Name of your supplier if



Item			(inclusive of all applicable taxes)	(inclusive of all applicable taxes)	specification Yes / No	period after receipt of order	not a dealer & BD 27 must be completed
5.15	Switches, 2 lever, 1 way (SABS Approved)	20	R...../ea	R.....			
5.16	Single lever switches 1 way (SABS Approved)	20	R...../ea	R.....			
5.17	Switches, 3 lever, 1 way (SABS Approved)	10	R...../ea	R.....			
5.18	Floodlights (LED), 100W (SABS Approved)	10	R...../ea	R.....			
5.19	Daylight switches (LED) (SABS Approved)	20	R...../ea	R.....			
5.20	Double socket outlets, 4 x 4 (SABS Approved)	60	R...../ea	R.....			
5.21	Single socket outlets, 4 x 2 (SABS Approved)	30	R...../ea	R.....			
5.22	Trunking, 100 x 40 (SABS Approved)	10 lengths	R...../length	R.....			
5.23	Data cable (CAT 6) (SABS Approved)	200 m	R...../ea	R.....			
5.24	Round LED Fittings (SABS Approved)	10	R...../ea	R.....			
5.25	45A (ISOLATOR SWITCH 45A IP66 Surface Mount, Rotary Switch, White - 2) SABS Approved	20	R...../ea	R.....			
5.26	30A (ISOLATOR SWITCH IP66 Surface Mount, Rotary Switch, White - 2) SABS Approved	10	R...../ea	R.....			
5.27	PVC Electrical Insulation Tape 19mmx10m - Red (SABS Approved)	100 m	R...../m	R.....			
5.28	PVC Electrical Insulation Tape 19mmx10m - black (SABS Approved)	100 m	R...../m	R.....			
5.29	PVC Electrical Insulation Tape 19mmx10m - yellow (SABS Approved)	100 m	R...../m	R.....			



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

SBD 3.1

Sub-Item	Description	Quantity	Brand Name	Unit Price (inclusive of all applicable taxes)	Total Price per sub-item (inclusive of all applicable taxes)	Comply with specification Yes / No	Delivery period after receipt of order	Name of your supplier if not a dealer & BD 27 must be completed
5.30	Single Phase Contactors (Single Phase Electric Motor Contactor, Power: 5 Amp)	10		R...../ea	R.....			
5.31	5A Circuit Breakers Electric Acti 9 MCB Mini Circuit Breaker Curve C, Breaking Capacity 6 kA, DIN Rail (SABS Approved)	10		R...../ea	R.....			
5.32	15A Circuit Breakers Electric Acti 9 15A MCB Mini Circuit Breaker Curve C, Breaking Capacity 10 kA, DIN Rail (SABS Approved)	10		R...../ea	R.....			
5.33	Surge Protector breakers (DIN Rail Surge Protector QFLN-2(13)D 1P+N 275V with Indication – 10kA (SABS Approved)	10		R...../ea	R.....			
5.34	Plugs, 4x4 (Dedicated) SABS Approved	10		R...../ea	R.....			
5.35	Plugs, 4x2 (Dedicated) SABS Approved	20		R...../ea	R.....			
5.36	PVC Pipes, 20mm (SABS approved)	300		R...../ea	R.....			
5.37	Couplings, 20mm (SABS Approved)	200		R...../ea	R.....			
5.38	Male Adapters, 20mm	200		R...../ea	R.....			
5.39	Draw boxes SABS Approved	4		R...../ea	R.....			
5.40	PVC Loop In Box 8 Way, 20mm (SABS Approved)	200		R...../ea	R.....			
5.41	PVC Saddle & Spacer Bar Assembly, 20mm (SABS Approved)	200		R...../ea	R.....			
5.42	PVC pipes, 25mm (SABS approved)	100		R...../ea	R.....			
5.43	Couplings PVC, 25mm	50		R...../ea	R.....			
5.44	PVC Male Adapter, 25mm SABS Approved	50		R...../ea	R.....			



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

SBD 3.1

Sub-Item	Description	Quantity	Brand Name	Unit Price (inclusive of all applicable taxes)	Total Price per sub-item (inclusive of all applicable taxes)	Comply with specification Yes / No	Delivery period after receipt of order	Name of your supplier if not a dealer & BD 27 must be completed
5.45	Surface Boxes, 4 x 4, PVC (SABS Approved)	50		R...../ea	R.....			
5.46	Surface Boxes, 4x2, PVC (SABS Approved)	50		R...../ea	R.....			
5.47	PVC Pipes and bends 90°, 32mm (conduit plain white) (SABS Approved)	10		R...../ea	R.....			
5.48	3Phase Armoured Cable, 16mm² (main 4 core cable) SABS Approved	80 m		R...../m	R.....			
5.49	Single Core House Wire - Red - 1.5mm² (SABS Approved)	600 m		R...../m	R.....			
5.50	Single Core House Wire - Black - 1.5mm² (SABS Approved)	600 m		R...../m	R.....			
5.51	Single Core House Wire - Green - 1.5mm² (SABS Approved)	600 m		R...../m	R.....			
5.52	Single Core House Wire - White - 1.5mm² (SABS Approved)	600 m		R...../m	R.....			
5.53	Single Core House Wire - Orange - 1.5mm² (SABS Approved)	600 m		R...../m	R.....			
5.54	Single Core House Wire -Red - 2.5mm² (SABS Approved)	400 m		R...../m	R.....			
5.55	Single Core House Wire -Black - 2.5mm² (SABS Approved)	400 m		R...../m	R.....			
5.56	Single Core House Wire -Green - 2.5mm² (SABS Approved)	400 m		R...../m	R.....			
5.57	Bare copper wire, 10mm² (SABS Approved)	50 m		R...../m	R.....			
5.58	Twin & Earth, 1.5mm² (SABS Approved)	200 m		R...../m	R.....			
5.59	Twin & Earth, 2.5mm² (SABS Approved)	200 m		R...../m	R.....			
5.60	House Wire Cable Red 4mm² (SABS Approved)	100 m		R...../m	R.....			
5.61	House Wire Cable Black 4mm² (SABS Approved)	100 m		R...../m	R.....			

SBD 3.1

Sub-Item	Description	Quantity	Brand Name	Unit Price (inclusive of all applicable taxes)	Total Price per sub-item (inclusive of all applicable taxes)	Comply with specification Yes / No	Delivery period after receipt of order	Name of your supplier if not a dealer & BD 27 must be completed
5.62	House Wire Cable Green 4mm ² (SABS Approved)	100 m		R...../m	R.....			
5.63	Twin & Earth, 4mm ² (SABS Approved)	100 m		R...../m	R.....			
TOTAL VALUE OF ITEM 5					R.....			

ITEM 6: SUPPLY, DELIVERY AND OFF-LOADING OF PAINTING MATERIAL NB: (please quote on all 30 sub-items, failing which your quote will be invalid as a whole for this item)								
Sub-Item	Description	Quantity	Brand Name	Unit Price (inclusive of all applicable taxes)	Total Price per sub-item (inclusive of all applicable taxes)	Comply with specification Yes / No	Delivery period after receipt of order	Name of your supplier if not a dealer & BD 27 must be completed
6.1	Galvanized cleaner, 5lt	3		R...../5lt	R.....			
6.2	Galvanized Primer, 5lt	4		R...../5lt	R.....			
6.3	Masonry Primer, 20lt	10		R...../20lt	R.....			
6.4	Universal Undercoat, 5lt	30		R...../5lt	R.....			
6.5	White Wood Primer, 5lt	30		R...../5lt	R.....			
6.6	Poly Filler, 2kg	12		R...../2kg	R.....			
6.7	Painters mate, 260ml	48		R...../ea	R.....			
6.8	Sandpaper 60 ⁰ Grit	10 m		R...../m	R.....			
6.9	Sandpaper 80 ⁰ Grit	10 m		R...../m	R.....			
6.10	Sandpaper 100 ⁰ Grit	10 m		R...../m	R.....			



correctional services

Department
Correctional Services
REPUBLIC OF SOUTH AFRICA

SBD 3.1

Sub-Item	Description	Quantity	Brand Name	Unit Price (inclusive of all applicable taxes)	Total Price per sub-item (inclusive of all applicable taxes)	Comply with specification Yes / No	Delivery period after receipt of order	Name of your supplier if not a dealer & BD 27 must be completed
6.11	Thinner Lacquer 5lt	20		R...../5lt	R.....			
6.12	Turpentine, 5lt	20		R...../5lt	R.....			
6.13	Masking tape, 20mm	15		R...../ea	R.....			
6.14	Eggshell Enamel White, 5lt	7		R...../5lt	R.....			
6.15	Charcoal Grey Enamel, 5lt	2		R...../5lt	R.....			
6.16	Contractors Acrylic PVA White, 20lt	5		R...../20lt	R.....			
6.17	Wash & Wear Silk Pastel Base 7 tint Cobbler Beige, 20lt	7		R...../20lt	R.....			
6.18	Eezypile Roller Refill, 225mm	24		R...../ea	R.....			
6.19	Mohair Roller Refill, 225mm	24		R...../ea	R.....			
6.20	Utility Brush, 75mm	24		R...../ea	R.....			
6.21	Utility Brush, 50mm	24		R...../ea	R.....			
6.22	Utility Brush, 38mm	24		R...../ea	R.....			
6.23	Utility Brush, 25mm	24		R...../ea	R.....			
6.24	Utility Brush, 12mm	12		R...../ea	R.....			
6.25	Pure Acrylic Roof paint Charcoal Grey, 20lt	3		R...../20lt	R.....			
6.26	Anti-fungicidal Mould Killer, 100ml	80		R...../100ml	R.....			
6.27	Creosote treatment, 5lt	8		R...../5 lt	R.....			



SBD 3.1

Sub-Item	Description	Quantity	Brand Name	Unit Price (inclusive of all applicable taxes)	Total Price per sub-item (inclusive of all applicable taxes)	Comply with specification Yes / No	Delivery period after receipt of order	Name of your supplier if not a dealer & BD 27 must be completed
6.28	Paint enamel gloss Signal Red, 5lt	3		R...../5lt	R.....			
6.29	Paint enamel gloss Blue, 5lt	3		R...../5lt	R.....			
6.30	Silvakote - Silver ,5lt	3		R...../5lt	R.....			
TOTAL VALUE OF ITEM 6					R.....			

ITEM 7: SUPPLY, DELIVERY AND OFF-LOADING OF PLUMBING MATERIAL NB: (please quote on all 53 sub-items, failing which your quote will be invalid as a whole for this item)								
Sub-Item	Description	Quantity	Brand Name	Unit Price (inclusive of all applicable taxes)	Total Price per sub-item (inclusive of all applicable taxes)	Comply with specification Yes / No	Delivery period after receipt of order	Name of your supplier if not a dealer & BD 27 must be completed
7.1	Copper pipes 22mmx6m (class 2), SABS Approved	6		R...../ea	R.....			
7.2	Copper pipes 15mmx6m (class 2) SABS Approved	6		R...../ea	R.....			
7.3	Copper elbow C x C 15mm, SABS Approved	30		R...../ea	R.....			
7.4	Copper elbow C x C 22mm, SABS Approved	20		R...../ea	R.....			
7.5	Copper tee C x C 15mm, SABS Approved	20		R...../ea	R.....			
7.6	Copper tee C x C 22mm, SABS Approved	16		R...../ea	R.....			



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

SBD 3.1

Sub-Item	Description	Quantity	Brand Name	Unit Price (inclusive of all applicable taxes)	Total Price per sub-item (inclusive of all applicable taxes)	Comply with specification Yes / No	Delivery period after receipt of order	Name of your supplier if not a dealer & BD 27 must be completed
7.7	Wall plate fitting 22mm , lock nut type, SABS Approved	8		R...../ea	R.....			
7.8	Male coupling C x C 15mm, SABS Approved	10		R...../ea	R.....			
7.9	Female coupling C x C 15mm, SABS Approved	10		R...../ea	R.....			
7.10	Coupling C x C 15mm, SABS Approved	10		R...../ea	R.....			
7.11	Flex Connectors 15mm, SABS Approved	10		R...../ea	R.....			
7.12	Copper Reducer 22mm to 15mm, SABS Approved	6		R...../ea	R.....			
7.13	Basin mixer chrome citec 35mm, SABS Approved	8		R...../ea	R.....			
7.14	Kitchen Tap Lever Mixer Wall Type Chrome, SABS Approved	4		R...../ea	R.....			
7.15	Holder bat Brass Heavy Duty 15mm, SABS Approved	10		R...../ea	R.....			
7.16	Plumbing tape (Thread Seal Tape - Professional - 19mm) per pack of 10	6		R...../pack of 10	R.....			
7.17	Copcal Solder Wire, 3mm, 97/3, 500g	6		R...../500g	R.....			
7.18	Soldering Torch butane With Gas (Self-ignite), small handheld	6		R...../ea	R.....			
7.19	Solder Flux, 200g	2		R...../200g	R.....			
7.20	Hacksaw Vickers Tubular, 300mm, 95vc	2		R...../ea	R.....			
7.21	Couplings Cone type, 22mm, lock nut type, SABS approved	10		R...../ea	R.....			



SBD 3.1

Sub-Item	Description	Quantity	Brand Name	Unit Price (inclusive of all applicable taxes)	Total Price per sub-item (inclusive of all applicable taxes)	Comply with specification Yes / No	Delivery period after receipt of order	Name of your supplier if not a dealer & BD 27 must be completed
7.22	Brass Garden Hose bib H/D tap (15 X 22mm) SABS Approved	4		R...../ea	R.....			
7.23	Copper pipe cutter 3-28mm 1/8-1 1/8	2		R...../ea	R.....			
7.24	Pex pipe 22mm x 50m (class 2) , SABS Approved	150 m		R...../m	R.....			
7.25	Pex pipe 15mm x 50m (class 2) , SABS Approved	150 m		R...../m	R.....			
7.26	Pex pipe 25mm x 50m (class 2) , SABS Approved	150 m		R...../ea	R.....			
7.27	Electric Geyser Class B Energy Rating 150lt, 400 DUEL 600Kpa (with drain / 2 vacuum breakers , SABS Approved 5 year guarantee	1		R...../ea	R.....			
7.28	Geyser multi-valve 600kpa (With 600 Kpa TP Valve)	1		R...../ea	R.....			
7.29	Underground pipes, 110mm, 6 m lengths (SABS approved)	20 lengths		R...../6m	R.....			
7.30	Kitchen sink 2 bowls 1 drainer stainless steel drop in 1200 x 480mm	1		R...../ea	R.....			
7.31	P-trap (kitchen P-trap set), 40mm	8		R...../ea	R.....			
7.32	Small Porcelain Wall mounted Basin 455 x 290mm SABS Approved	5		R...../ea	R.....			
7.33	PVC reducer, 50 x 40mm, SABS Approved	10		R...../ea	R.....			
7.34	Pan connector 110mm straight rubber socket PVC SABS Approved	5		R...../ea	R.....			
7.35	Close Couple toilet set complete / top flush Porcelain	5		R...../ea	R.....			
7.36	Vent horn bend 110mm X 87,5 degree, SABS Approved	10		R...../ea	R.....			
7.37	Two-way vent, 50mm, SABS Approved	10		R...../ea	R.....			



SBD 3.1

Sub-Item	Description	Quantity	Brand Name	Unit Price (inclusive of all applicable taxes)	Total Price per sub-item (inclusive of all applicable taxes)	Comply with specification Yes / No	Delivery period after receipt of order	Name of your supplier if not a dealer & BD 27 must be completed
7.38	90° Bend underground, 110mm, SABS Approved	10		R...../ea	R.....			
7.39	45° Bend underground, 110mm, SABS Approved	15		R...../ea	R.....			
7.40	PVC couplings underground, 110mm, SABS Approved	8		R...../ea	R.....			
7.41	Heavy Duty PVC Cement 473ml - PVC Glue	4		R...../ea	R.....			
7.42	PVC P-Trap, 110mm, SABS Approved	6		R...../ea	R.....			
7.43	PI Plastics Gully Head and Grate, 110mm, SABS Approved	6		R...../ea	R.....			
7.44	PVC pipe, above ground, 110mm x 6m, (SABS approved)	8		R...../6m	R.....			
7.45	PVC pipe, underground, 110mm x 6m (SABS approved)	10		R...../6m	R.....			
7.46	PVC elbows Plain, 50mm (SABS Approved)	10		R...../ea	R.....			
7.47	PVC Tees Plain, 50mm SABS Approved	10		R...../ea	R.....			
7.48	Waste pipes, 50mm (SABS approved)	8		R...../ea	R.....			
7.49	PVC brackets, 50mm SABS Approved	10		R...../ea	R.....			
7.50	Pipes Underground PVC Ribbed 87.5 Degree Bend Inspection Eye, 110mm SABS Approved	5		R...../ea	R.....			
7.51	Toilet Paper Holder, 3-roll, lockable, TR002-SS	6		R...../ea	R.....			
7.52	Manhole, Heavy Duty, 2A 650 x 550mm (25kg), Complete. Cast Iron	2		R...../ea	R.....			
7.53	Manhole, Heavy Duty, CCP 117kg 450 x 600mm, Complete. Cast Iron	6		R...../ea	R.....			
TOTAL VALUE OF ITEM 7					R.....			

DECLARATION OF INTEREST

(NB : In accordance with Sections 118 and 121 of the Correctional Services Act, 1998 (Act No. 111 of 1998), no member of the Department of Correctional Services may participate in the bidding process of the Department)

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where –
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full name of bidder or his or her representative :
 - 2.2 Identity number :
 - 2.3 Position occupied in the Company (director, trustee, shareholder, member) :
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust :
 - 2.5 Tax Reference Number :
 - 2.6 VAT Registration Number :
 - 2.6.1 The names of all directors / trustees / shareholders² / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the



management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder, presently employed by the state?

Yes

No

2.7.1 If so, furnish the following particulars :

Name of person/ director/ shareholder/ member	Name of state institution to which the person is connected	Position occupied in the state institution

Any other particulars :

.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

Yes

No

2.7.2.1 If yes, did you attach proof of such authority to the bid document?

Yes

No

(Note : Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

2.7.2.2 If no, furnish reasons for non-submission of such proof :

.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors/shareholders/members or their spouses conduct business with the state in the previous twelve (12) months?

Yes

No

2.8.1 If so, furnish particulars :

.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by

Yes

No



the state and who may be involved with the evaluation and or adjudication of this bid?

--	--

2.9.1 If so, furnish particulars :

Name of person/ director/ shareholder/ member	Name of state institution to which the person is connected	Position occupied in the state institution	Nature of relationship

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

Yes	No
-----	----

2.10.1 If so, furnish particulars :

Name of person/ director/ shareholder/ member	Name of state institution to which the person is connected	Position occupied in the state institution	Nature of relationship

2.11 Do you or any of the directors/shareholders/members of the company have any interest in any other related companies whether or not they are bidding for this contract?

Yes	No
-----	----

2.11.1 If so, furnish particulars :

.....

.....

.....

3. Full details of directors / trustees / members / shareholders :

Full name	Identity number*	Personal Tax Reference Number	State Employee Number / Persal Number

***Copies of Identity Document must be attached.**



DECLARATION

I, THE UNDERSIGNED (NAME)
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPH 2 TO 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THE DECLARATION
PROVE TO BE FALSE.

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER

Note : Should the bidder or any of its directors/members or shareholders be employees of any organ of state as contemplated in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), such member/director or shareholder must submit a certified copy of the permission granted by the Executive Authority of his/her Department to conduct remunerative work in the Public Service as contemplated in the Public Service Act, 1994 (Act 103 of 1994) Chapter VII, Sections 30 and 31. Failure to submit the proof will automatically invalidate the bid. Knowingly not submitting it will make the person liable for fraud.



**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

Where:

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted%
- ii) The name of the sub-contractor
- iii) The B-BBEE status level of the sub-contractor
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
 One person business/sole propriety
 Close corporation
 Company
 (Pty) Limited
 [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

Manufacturer
 Supplier
 Professional service provider
 Other service providers, e.g. transporter, etc.
 [TICK APPLICABLE BOX]

8.7 Total number of years the company/ firm has been in business:
 years

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES 1. 2.	 SIGNATURE(S) OF BIDDERS(S) DATE: ADDRESS
--	--



DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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



4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW



CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

WCR 01/2022: Supply, delivery and off-loading of building material

(Bid Number and Description)

in response to the invitation for the bid made by:

Southern Cape Management Area

(Name of Institution)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



CHECKLIST: COMPILATION OF BID DOCUMENTS FOR THE SUPPLY OF GENERAL ITEMS			
		Yes	No
1.	Did you take note that bids submitted per mail must be sent per registered mail (see cover letter to bid documents)?		
2.	Have you attached certified copies of your CIPRO/CIPC certificate and ID documents? (Certification may not be older than three (3) months)		
3.	Did you sign the SBD 1 form?		
4.	Are you registered on the Central Supplier Database?		
5.	Are your tax matters in order on the Central Supplier Database?		
6.	If you are not the actual manufacturer and source the products from another company, did you obtain and attach a supplier's letter? (see BD 27-form and paragraph 7.2.2 of the Special Conditions of Contract)		
7.	Did you bid for all sub-items as listed per each item number in the pricing schedule (SBD 3.1)?		
8.	Is the SBD 4 (Declaration of interest) completed and signed as required?		
9.	Is the SBD 6.1-form completed, signed and documentary proof of points claimed provided?		
10.	Is the SBD 8 completed and signed as required?		
11.	Is the SBD 9 completed and signed as required?		
12.	Did you take note that no late bids will be considered?		



**AUTHORISATION DECLARATION: CONFIRMATION OF SUPPLY AND FINANCIAL
ARRANGEMENTS BETWEEN THE BIDDER AND THIRD PARTY**

BID NUMBER: WCR 01/2022

DESCRIPTION: SUPPLY, DELIVERY AND OFF-LOADING OF BUILDING MATERIAL TO
GEORGE CORRECTIONAL CENTRE

NAME OF BIDDER: _____

CLOSING DATE: 14 FEBRUARY 2022

Are you sourcing the goods or services from a third party? _____

If you have answered YES to the above question, please provide full details from whom the items will be sourced/delivered, in the space provided on the pricing schedule (SBD 3.1).

**DECLARATION BY THE BIDDER WHERE THE BIDDER IS SOURCING THE GOODS OR SERVICES
FROM A THIRD PARTY:**

1. I, _____ (Bidder) hereby declare the following:
 - The goods or services listed below, is being sourced from a third party in order to comply with the terms and conditions of the bid.
 - The third party has been informed of the terms and conditions of the bid and the third party is acquainted with the said terms and the description of the goods or services listed on the SBD 3.1 (Pricing Schedule).
 - The unconditional written undertaking to supply the goods or services listed in the SBD 3.1 (Pricing Schedule) in accordance with the terms and conditions of the bid document for the duration of the contract has been received from the third party. See confirmation below.
 - It is confirmed that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party.
2. The information contained herein is true and correct.
3. Failure to submit the BD 27 may invalidate the bid.
4. It is acknowledged that the Department reserves the right to verify the information contained herein and if found to be false or incorrect, the Department may invoke any remedies available to it in the bid documents.

SIGNATURE BY THE BIDDER:

Signed at _____ on the _____ day of _____ 20__

Signature _____ Full name _____

Designation _____



THIRD PARTY UNDERTAKING

Note:

- A separate Undertaking must be completed by each Third Party;
- A letter issued on the official letterhead of the third party addressing the information below is acceptable.

To be completed by the third party

Name of Third Party: _____

Physical Address: _____

Telephone number: _____

Facsimile number: _____

E-mail address: _____

It is hereby confirmed that a mutual agreement has been reached between myself and the bidder is therefore authorised to include the products listed in the SBD 3.2 (Pricing Schedule).

We confirm that we have firm supply and financial arrangements in place, and have familiarized ourselves with the item descriptions, specifications and bid conditions relating to the item/s listed in the table above.

SIGNATURE BY THE THIRD PARTY:

Signature: _____ Full name: _____

Designation: _____

Date: _____

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:
 - The enterprise is _____ % black owned;
 - The enterprise is _____ % black woman owned;
 - Based on the management accounts and other information available on the _____ financial year, the income did not exceed R50,000,000.00 (fifty million rands);
 - The entity is an Empowering Supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) (**select one**) _____ of the dti Codes of Good Practice.
 - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%,	(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and/ or packaging	(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities.		

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

Deponent Signature: _____

Date: _____

 Commissioner of Oaths
 Signature & stamp