



public works  
& infrastructure

Department:  
Public Works and Infrastructure  
**REPUBLIC OF SOUTH AFRICA**

**DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE  
DURBAN REGIONAL OFFICE**

**REFERENCE NUMBER – DBN24/08/03**

**SERVICE DESCRIPTION: DEPARTMENT OF PUBLIC WORKS AND  
INFRASTRUCTURE: DURBAN REGIONAL OFFICE WORKSHOPS**

**SUPPLY OF BUILDING, CARPENTRY, PAINTING AND PLUMBING  
MATERIALS TO WORKSHOP FOR A PERIOD OF 36 MONTHS TERM  
CONTRACT**

**SUBMITTED BY:**

Company Name : .....

CSD / CIDB registration number: ...../.....

Physical Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact No. \_\_\_\_\_

Email \_\_\_\_\_

**CLOSING DATE: 04 SEPTEMBER 2024**

**TENDER BOX LOCATION: PHYSICAL ADDRESS: National Department of Public Works,  
157 Monty Naicker, Durban, 4001  
TENDER BOX NUMBER: DBN24/08/03**

**Enquiries:** For technical enquiries contact Mr. Musawenkosi Zuma, Mobile number: 0724065212,  
e-mail [Musawenkosi.Zuma@dpw.gov.za](mailto:Musawenkosi.Zuma@dpw.gov.za) and for other enquiries contact Ms.Senzeni Masondo  
Telephone number – 031 314 7078 e-mail [Senzeni.masondo@dpw.gov.za](mailto:Senzeni.masondo@dpw.gov.za) or Nobuhle Gwala 031  
314 7021 e-mail [Nobuhle.Gwala@dpw.gov.za](mailto:Nobuhle.Gwala@dpw.gov.za)/ [Thulisile.Ndhlovu](mailto:Thulisile.Ndhlovu@dpw.gov.za) 031 314 7061

YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

PLEASE TAKE NOTE: BID NUMBER: DBN24/08/03

CLOSING TIME: 11:00 ADVERT DATE: 08 AUGUST 2024

CLOSING DATE: 04 SEPTEMBER 2024

SITE MEETING DATE: 20 AUGUST 2024 @ 11:00 am (NDPWI LORDS GROUND, 186 KE MASINGA ROAD (BETWEEN SANDF AND CITY ENGINEERS)

CLIENT: NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE: DURBAN  
REGIONAL OFFICE: WORKSHOPS: SUPPLY OF BUILDING, CARPENTRY, PAINTING AND PLUMBING MATERIALS TO WORKSHOP FOR A PERIOD OF 36 MONTHS TERM CONTRACT

*BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL, AS A RULE NOT BE ACCEPTED FOR CONSIDERATION*

The Tax Clearance Certificate for Bid Purposes from the Receiver of Revenue and the NDPWI G.S PA32 Form of Offer and Acceptance must be completed and signed in the original that is in ink. Forms with photocopied signatures or other such reproduction of signatures may be rejected.

BID DOCUMENTS MAY BE POSTED TO

BID SECTION  
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE  
157 MONTY NAICKER  
DURBAN  
4001

Bid documents that are posted must reach the Department of Public Works before 11:00 on the closing date of the bid/quote.

OR

THE BID DOCUMENTS MAY BE DEPOSITED IN AN ALLOCATED BID BOX BY ENTRANCE, CNR PINE STREET (MONTY NAICKER)AND ALIWAL (SAMORA MACHEL) STREET, DURBAN

	S A M O R A	
	M A C H E L	NATIONAL DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE
MONTY		NAICKER

Project Leader: Mr Musawenkosi Zuma (072 406 5212)  
Administrative Enquiries: Ms Nobuhle Gwala at (031 314 7021)/ Ms Thulisile Ndhlovu at (031 314 7061)/ Senzeni Masondo (031-314 7078)

The Durban Regional Office of the Department of Public Works is open **Mondays to Fridays: 07:30 – 12:45 / 13:30 – 16:00.**

**NB.: Late Bids/Quotes will, as a rule will NOT be accepted for consideration.**

*Bidders should ensure that bids are delivered timeously to the correct address.*

**SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE.**  
*Bids by telegram, facsimile or other similar apparatus will not be accepted for consideration.*

**SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE WITH BID/QUOTE NUMBER & CLOSING DATE CLEARLY MARKED.**

The Government Tender Bulletin is available on the Internet on the following web sites:

1. <http://www.treasury.gov.za>
2. <http://www.gov.za/bids/>

Map DRO Nov 2005

Invitation to Bid: PA-32

**PART A  
INVITATION TO BID (EXEMPTION)**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	DBN24/08/03	CLOSING DATE:	04 SEPTEMBER 2024	CLOSING TIME:	11:00 AM
DESCRIPTION	NDPWI DURBAN R/O WORKSHOPS - SUPPLY OF BUILDING, CARPENTRY, PAINTING AND PLUMBING MATERIALS TO WORKSHOP FOR A PERIOD OF 36 MONTHS TERM CONTRACT.				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>OR POSTED TO:</b>					
<b>SUPPLIER INFORMATION</b>					
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:
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No
[IF YES ENCLOSE PROOF]		[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		TOTAL BID PRICE ('ALL APPLICABLE TAXES)			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT/ PUBLIC ENTITY			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

## Invitation to Bid: PA-32

### PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	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).
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>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO 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.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO 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.	

#### Note Well:

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**
- c) The price that appears on this form is the one that will be considered for acceptance as **a firm and final offer.**
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

<sup>1</sup> All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

## PA-04 (GS): NOTICE AND INVITATION TO BID

**THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF SUPPLYING OF BUILDING, CARPENTRY, PAINTING AND PLUMBING MATERIALS TO WORKSHOP FOR A PERIOD OF 36 MONTHS.**

<b>Project title:</b>	NDPWI DURBAN R/O WORKSHOPS - SUPPLY OF BUILDING, CARPENTRY, PAINTING AND PLUMBING MATERIALS TO WORKSHOP FOR A PERIOD OF 36 MONTHS TERM CONTRACT.
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<b>Bid no:</b>	DBN24/08/03		
<b>Advertising date:</b>	08 AUGUST 2024	<b>Closing date:</b>	04 SEPTEMBER 2024
<b>Closing time:</b>	11h00 am	<b>Validity period:</b>	84 days

**1. FUNCTIONALITY CRITERIA APPLICABLE YES ☒ NO ☐**

**Note 1:** Failure to meet minimum functionality score will result in the tenderer being disqualified.

Functionality criteria: <sup>1</sup>	Weighting factor:
<p><b>Company Resources</b></p> <p>The supplier must have an operational hardware shop fully equipped with Painting, Building, Carpentry and Plumbing material. Suppliers to provide proof of ownership of the store or a valid lease agreement with a start and end date (subject to verification) = 35 points</p> <p>The supplier must have an operational hardware shop with two of the following material: Building/ Carpentry/ Painting/ Plumbing material together with a signed, in company letterhead and stamped intent letter to outsource other two required material. Suppliers to provide proof of ownership of the store or a valid lease agreement with a start and end date (subject to verification)= 25 points</p> <p>The supplier must have an operational hardware shop with one of the following material: Building/ Carpentry/ Painting/ Plumbing material together with a signed, in company letterhead and stamped intent letter to outsource other three required material. Suppliers to provide proof of ownership of the store or a valid lease agreement with a start and end date (subject to verification)=10 points</p>	35 points
<p><b>Experience</b></p> <p>Bidders to have experience of successfully supplying any of the following material: Building, Carpentry, Painting and plumbing within the past seven years. Proof in a form of award / appointment letter and completion with the same information must be provided.</p> <p>previous contracts to the value of R 600 000.00 and above = 20 points  previous contracts to the value of R 400 000.00 and R 599 999.99 = 12 points  previous contracts to the value of R 200 000.00 and R 399.999.99 = 8 points</p>	20 points

<sup>1</sup>The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.



<b>Transportation</b>  The tenderer to attach proof of ownership (logbook) for Light delivery vehicle(LVD)/Bakkie owned by the company. Proof of arrangements to hire in a form of an intent to hire letter with the owner's company letterhead signed in a case of non-ownership.  Bidder own 3 LVD/Bakkie = 15 points  Bidder own 3 LVD/Bakkie, but will hire 1 LVD = 10 points  Bidder own 3 LVD/Bakkie = but will hire 2 LVD = 5 points	15 points
<b>Locality</b>  Service provider operating within 00 to 10 km = 30 points Service provider operating within 11 to 20 km = 15 points Service provider operating within 21 to 30 km = 08 points Service provider operating within 31 to 40 km = 05 points Service provider operating within 41 to 50 km = 02 points	30 points
<b>Total</b>	<b>100 Points</b>

*(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)*

**Minimum functionality score to qualify for further evaluation:**

70%

*(Total minimum qualifying score for functionality is 50 percent, any deviation below or above the 50 percent, provide motivation below).*

Risk mitigation matrix . The proposed term contract scope requires a competent service provider with reasonable capacity to carry out/deliver the required service without any form of delays. The contract requires a suppliers that owns an operational hardware to facilitate the efficient delivery of material during emergencies and cater for prestige clients.

## 2. THE FOLLOWING EVALUATION METHOD FOR RESPONSIVE BIDS WILL BE APPLICABLE:

<input type="checkbox"/> Method 1 (Financial offer)	<input checked="" type="checkbox"/> Method 2 (Financial and Preference offer)
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### 2.1. Indicate which preference points scoring system is applicable for this bid:

<input checked="" type="checkbox"/> 80/20 Preference points scoring system	<input type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system
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### 3. RESPONSIVENESS CRITERIA

**3.1. Indicate substantive responsiveness criteria applicable for this tender. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:**

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required
4	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
5	<input checked="" type="checkbox"/>	Submission of PA-32: Invitation to Bid
6	<input checked="" type="checkbox"/>	Submission of record of attending compulsory briefing session. Attendance of compulsory site briefing session.
7	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced Bill of Quantities (completed documents inclusive of all parts) together with his/her tender.
8	<input type="checkbox"/>	
9	<input type="checkbox"/>	
10	<input type="checkbox"/>	
11	<input type="checkbox"/>	

**3.2. Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.**

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure.
4	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer
6	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
7	<input type="checkbox"/>	<b><i>Specify other responsiveness criteria</i></b>
8	<input type="checkbox"/>	<b><i>Specify other responsiveness criteria</i></b>
9	<input type="checkbox"/>	<b><i>Specify other responsiveness criteria</i></b>
10	<input type="checkbox"/>	<b><i>Specify other responsiveness criteria</i></b>

**3.3. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below document if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals:**

1	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	<input checked="" type="checkbox"/>	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

**4. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS**

<input checked="" type="checkbox"/>	<p><b>4.1. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.</b></p> <p><b>Table 1</b></p> <table> <tr> <th>Serial No</th><th>Specific Goals</th><th>Preference Points Allocated out of 20</th><th>Documentation to be submitted by bidders to validate their claim</th></tr> <tr> <td>1.</td><td>An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)</td><td>10</td><td> <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> </td></tr> <tr> <td>2.</td><td>Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)</td><td>2</td><td> <ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul> </td></tr> <tr> <td>3.</td><td>An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)</td><td>4</td><td> <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> </td></tr> <tr> <td>4.</td><td>An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)</td><td>2</td><td> <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> </td></tr> </table>			Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim	1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>	2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>	3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>	4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p>
Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim																				
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2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>																				
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4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p>																				





			<ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>ID copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>



**4.2. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.**

**NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.**

**Table 2**

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>

	4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
	OR			
	5. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable</li> </ul>

#### 5. COLLECTION OF BID DOCUMENTS:

- ☒ Bid documents are available for free download on e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za)
- ☒ Alternatively; Bid documents may be collected during working hours at the following address (Bidders are encouraged to download documents also on our departmental website: NDPWI). A non-refundable bid deposit of R 0.00 is payable, (Cash only) is required on collection of the bid documents.
- ☒ A **compulsory** pre bid meeting with representatives of the Department of Public Works will take place at 186 K.E MASINGA ROAD, Lords Ground Building on 20/08/2024 starting at 11:AM. Venue Durban Public Works Workshops. (if applicable)

#### 6. ENQUIRIES

6.1. Technical enquiries may be addressed to:

<b>DPWI Project Manager</b>	MR M.M ZUMA	<b>Telephone no:</b>	n/a
<b>Cellular phone no</b>	072 406 5212	<b>Fax no:</b>	n/a
<b>E-mail</b>	Musawekosi.Zuma@dpw.gov.za		

6.2. SCM enquiries may be addressed to:

<b>SCM Official</b>	Senzeni Masondo	<b>Telephone no:</b>	031 314 7018
<b>Cellular phone no</b>		<b>Fax no:</b>	
<b>E-mail</b>	Senzeni.Masondo@dpw.gov.za		

## 7. DEPOSIT / RETURN OF BID DOCUMENTS:

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the bid document.

All tenders must be submitted on the official forms

BID DOCUMENTS MAY BE POSTED TO:		DEPOSITED IN THE TENDER BOX AT:
<p>THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 54315</p> <p>Durban 4000</p> <p>ATTENTION: <b>PROCUREMENT SECTION: ROOM</b></p> <p><b><i>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</i></b></p>	OR	<p>Corner of Aliwali and Pine street Entrance Pine Street by Security Desk</p> <p>Tender document to be dropped on the Box allocated with the same tender number</p>

## PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

<b>Project title:</b>	NDPWI DURBAN R/O WORKSHOPS - SUPPLY OF BUILDING, CARPENTRY, PAINTING AND PLUMBING MATERIALS TO WORKSHOP FOR A PERIOD OF 36 MONTHS TERM CONTRACT.		
<b>Project Leader:</b>	MR M.M ZUMA	<b>Bid / Quote no:</b>	DBN24/08/03

### 1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:

*(Bidders may use the "Returnable document" column to confirm documents have been completed and returned by inserting a tick)*

<b>Bid Document Name:</b>	<b>Number of Pages:</b>	<b>Returnable document:</b>
PA-32. INVITATION TO BID	2 Pages	<input type="checkbox"/>
PA-04(GS): Notice and invitation for quotation	4 Pages	<input type="checkbox"/>
DPW-04 GS	2 Pages	<input type="checkbox"/>
PA-10: FM Conditions of contract	18 Pages	<input type="checkbox"/>
Pa-11: Declaration of interest and bidder's past supply chain management practices	5 Pages	<input type="checkbox"/>
PA-14 Medical certificate for the confirmation of permanent disable status	1 Pages	<input type="checkbox"/>
PA-15.1 Resolution of board directors	1 Pages	<input type="checkbox"/>
PA-15.2 Resolution of board directors to enter the consortia or joint venture	2 Pages	<input type="checkbox"/>
PA-15.3 Special resolution of consortia or joint venture	3 Pages	<input type="checkbox"/>
PA-16.3 Preference point claim	7 Pages	<input type="checkbox"/>
Bill of Quantity: Fully priced and signed	5 Pages	<input type="checkbox"/>
Submission of PA:40	3 Pages	<input type="checkbox"/>
Proof of registration with CSD to be attached	20 Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
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	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>

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Name of Bidder	Signature	Date
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## PA-11: BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest (1) in the enterprise, employed by the state?

**YES / NO**

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

Full Name	Identity Number	Name of State institution

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

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

**YES / NO**

- 2.2.1 If so, furnish particulars:

.....  
.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES / NO**

- 2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

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

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<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

This form has been aligned with SBD4

## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

### RESOLVED that:

1. The Enterprise submits a Bid / Tender to the Department of Public Works in respect of the following project:

\_\_\_\_\_  
(Project description as per Bid / Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

2. \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

**Note:**

1. \* Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**ENTERPRISE STAMP**



## PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_  
(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

**RESOLVED that:**

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

\_\_\_\_\_  
(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Public Works in respect of the following project:

\_\_\_\_\_  
(Project description as per Bid /Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

2. \*Mr/Mrs/Ms: \_\_\_\_\_  
in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)  
and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

	Name	Capacity	Signature
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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

**Note:**

- \* Delete which is not applicable.
- NB:** This resolution must, where possible, be signed by *all* the Directors / Members / Partners of the Bidding Enterprise.
- In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
- Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**ENTERPRISE STAMP**

## PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

**RESOLUTION** of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_
7. \_\_\_\_\_  
\_\_\_\_\_
8. \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ *(place)*

on \_\_\_\_\_ *(date)*

### RESOLVED that:

#### RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

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

*(Project description as per Bid /Tender Document)*

Bid / Tender Number: \_\_\_\_\_ *(Bid / Tender Number as per Bid /Tender Document)*

### PA-15.3: Special Resolution of Consortia or Joint Ventures

B. \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

\_\_\_\_\_

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Postal code) \_\_\_\_\_

Postal Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Postal code) \_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

### PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
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The bidding enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

**Note:**

1. \* Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).





## PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

### 1.2 Preference Points System to be applied

*(tick whichever is applicable).*

- ☐ The applicable preference point system for this tender is the **80/20** preference point system.
- ☐ The applicable preference point system for this tender is the **90/10** preference point system.
- ☐ Either the **90/10 or 80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

### 1.3 Points for this tender shall be awarded for:

#### 1.3.1 Price; and

#### 1.3.2 Specific Goals

### 1.4 The maximum points for this tender are allocated as follows:

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	<input type="checkbox"/> 80/20	<input type="checkbox"/> 90/10
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and Specific Goals	100	100

## 1.5 Breakdown Allocation of Specific Goals Points



**1.5.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.**

**Table 1**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>

			and <ul style="list-style-type: none"> <li>• Medical Certificate indicating that the disability is permanent.</li> </ul> Or <ul style="list-style-type: none"> <li>• South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> Or <ul style="list-style-type: none"> <li>• National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</li> </ul>
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>



**1.5.2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.**

**Table 2**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>• Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> Or

			<ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDSA).</p>

<input type="checkbox"/>	5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>																
	<p><b>1.5.3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 3 below are applicable.</b></p> <p><b>NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.</b></p> <p><b>Table 3</b></p> <table border="1"> <thead> <tr> <th>Serial No</th> <th>Specific Goals</th> <th>Preference Points Allocated out of 10</th> <th>Documentation to be submitted by bidders to validate their claim</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)</td> <td>4</td> <td> <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> </td> </tr> <tr> <td>2.</td> <td>Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)</td> <td>2</td> <td> <ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul> </td> </tr> <tr> <td>3.</td> <td>An EME or QSE or any entity which is at least 51%</td> <td>2</td> <td> <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> </td> </tr> </tbody> </table>				Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim	1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>	2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>	3.	An EME or QSE or any entity which is at least 51%	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
	Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim																
	1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>																
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>																	
3.	An EME or QSE or any entity which is at least 51%	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>																	



		owned by black women (mandatory)		
	4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>• Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
	<b>OR</b>			
	5. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable</li> </ul>

**Black people** mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) 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 naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

- 1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.
- 1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations,

competitive tendering process or any other method envisaged in legislation;

- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 4: Specific goals for the tender and points claimed are indicated per the table below.**

***(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.***

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)***

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people	4	10		
2. Located in a specific Local Municipality or District Municipality or Metro or	2	2		

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Province area for work to be done or services to be rendered in that area				
3. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black women	2	4		
4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability	2	2		
5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.*	2	2		

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

State Owned Company  
[TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
  - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
    - (a) disqualify the person from the tendering process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
    - (e) forward the matter for criminal prosecution, if deemed necessary.

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

## DPW-21 (EC): RECORD OF ADDENDA TO TENDER DOCUMENTS

<b>Project title:</b>	<b>NDPWI DURBAN R/O WORKSHOPS - SUPPLY OF BUILDING, CARPENTRY, PAINTING AND PLUMBING MATERIALS TO WORKSHOP FOR A PERIOD OF 36 MONTHS TERM CONTRACT.</b>		
<b>Tender no:</b>	<b>DBN24/08/03</b>	<b>Reference no:</b>	<b>26/6/2/19/31</b>

1. I / We confirm that the following communications received from the Department of Public Works and Infrastructure before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>

2. I / We confirm that no communications were received from the Department of Public Works and Infrastructure before the submission of this tender offer, amending the tender documents.

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>





## PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: .....

Name of Tenderer ..... ☐ EME<sup>1</sup> ☐ QSE<sup>2</sup> ☐ Non EME/QSE (tick applicable box)

### 1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No

# Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number  
 ## State date of South African citizenship obtained (not applicable to persons born in South Africa)

<sup>1</sup> EME: Exempted Micro Enterprise

<sup>2</sup> QSE: Qualifying Small Business Enterprise

## PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no:

### 2. DECLARATION:

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date



public works  
& infrastructure

Department:  
Public Works and Infrastructure  
**REPUBLIC OF SOUTH AFRICA**

## **SITE INSPECTION MEETING CERTIFICATE**

<b>Project Title</b>	NDPWI DURBAN R/O WORKSHOPS - SUPPLY OF BUILDING, CARPENTRY, PAINTING AND PLUMBING MATERIALS TO WORKSHOP FOR A PERIOD OF 36 MONTHS TERM CONTRACT.		
<b>Tender no</b>	<b>DBN24/08/03</b>	<b>Reference</b>	<b>26/6/2/19/33</b>
<b>Site Meeting Date</b>	<b>20 AUGUST 2024</b>	<b>Time : 11:00am</b>	
<b>Closing Date</b>	<b>04 SEPTEMBER 2024</b>	<b>Closing Time : 11:00am</b>	

This is to certify that I,.....

representing the company of

.....on the site visited

at.....on the date.....

I have made myself familiar with all local conditions likely to influence the work and cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand perfectly the work to be done, as specified and implied, in execution of this contract.

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>

<b>M.M Zuma</b>		
<b>DPW Representative</b>	<b>Signature</b>	<b>Date</b>



## MATERAIL LIST FOR PLUMBING.

WORKSHOP PLUMBING MATERAIL LIST: QUOTATION

NB: ALL MATERAIL MUST BE SABS APPROVED

	DESCRIPTION	UNIT	PRICE PER UNITY 1 <sup>ST</sup> YEAR	PRICE PER UNITY 2 <sup>ND</sup> YEAR	PRICE PER UNITY 3 <sup>RD</sup> YEAR
1	Straight reducer 28mmx35mm ( del cop) Maskal	1			
2	Straight reducer 35mmx42mm ( del cop) Maskal	1			
3	Elbow reducer 15mmx22mm (del cop) Maskal	1			
4	Elbow reducer 22mmx28mm (del cop) Maskal	1			
5	Elbow reducer 28mmx35mm (del cop) Maskal	1			
6	Straight reducer 15mmx22mm ( del cop) Maskal	1			
7	Straight reducer 22mmx28mm ( del cop) Maskal	1			
8	Straight couple 22mm	1			
9	Straight couple 28mm	1			
10	Straight couple 35mm	1			
11	Straight couple 42mm	1			
12	Tee 15mm del cop Maskal	1			
14	Tee 22mm del cop Maskal	1			
15	Tee 28mm del cop Maskal	1			
16	Tee 35mm del cop Maskal	1			
17	Tee 42mm del cop Maskal	1			
18	Tee 15mmx15mmx22mm del cop Maskal	1			
19	Tee 22mmx15mmx15mm del cop Maskal	1			
20	Tee 28mmx22mmx28mm del cop Maskal	1			
21	Tee 15mmx15mmx22mm conex cobra	1			
22	Tee 22mmx15mmx22mm conex cobra	1			
23	Tee 22mmx28mmx22mm conex straight cobra	1			
24	Tee 28mmx22mmx22mm conex cobra	1			
25	Tee 35mmx28mmx35mm conex cobra	1			
26	Tee 42mmx35mmx42mm conex cobra	1			
27	Cascade clamps 50mm	1			
28	Full cross over 22mm Maksal	1			
29	Straight reducer 22mmx15mm conex cobra	1			
30	Straight reducer 28mm x 22mm conex cobra	1			



31	Straight reducer 32mm x 28mm conex cobra	1			
32	Straight reducer 42mm x 35mm conex cobra	1			



33	Stopper 15mm conex cobra D-23X5	1			
34	Stopper 22mm conex cobra D-23X5	1			
35	Stopper 28mm conex cobra D-23X5	1			
36	Stopper 35mm conex cobra D-23X5	1			
37	Stopper 42mm conex cobra D-23X5	1			
38	15mm bath mixer wall type cobra 151	1			
39	22mm bath mixer wall type cobra 151	1			
40	15mm bath mixer wall type cobra 152	1			
41	22mm bath mixer wall type cobra 152	1			
42	Paraplegic basin mixer cobra 515-21	1			
43	Paraplegic shower mixer cobra 27824sp	1			
44	15mm basin mixer wall type cobra 166/041	1			
45	15mm basin mixer bottom inlet cobra 171/041	1			
46	15mm garden brass tap cobra 108-15	1			
47	22mm garden brass tap cobra 108-20	1			
48	15mm chrome stem tap cobra 056-15	1			
49	22mm chrome stem tap cobra 056-20	1			
50	15mm chrome extension cobra 056-15	1			
51	chrome extension cobra 056-20	1			
52	15mm pillar tap cobra 111-15	1			
53	22mm pillar tap cobra 111-20	1			
54	Kitchen steel sink drop in single 1.8m Frankie	1			
55	Kitchen steel sink single end bow 1.8m Frankie	1			
56	Kitchen veg bowl Frankie	1			
57	Wash through double steel Frankie	1			
58	Shower trap (brass) cobra 373	1			
59	15mmx15mm flexi hose cobra 300mm	1			
60	10mmx15mm flexi hose cobra	1			
61	22mmx22mm flexi hose cobra	1			
62	20mm plascon pvc pipe SABS class 16 (6m)	1			
63	25mm plascon pvc pipe SABS class 16 (100m)	1			
64	Kwikok geyser blanket 1501	1			
65	50mm pvc SABS Marley Lengths	1			
66	Elbow 50mm pvc (plain) Marley	1			
67	Elbow 50mm pvc (IE) Marley	1			
68	45 bends 50mm pvc Marley	1			
69	Tee bends 50mm pvc Marley	1			
70	Y junction 50mm pvc Marley	1			
71	Male adaptor 50mm pvc Marley	1			
72	Female adaptor 50mm pvc Marley	1			



73	Coupler 50mm pvc Marley	1			
74	Vent valve 50mm pvc Marley	1			
75	UG pipe 110mm pvc Length Marley	1			





76	SV pipe 110mm pvc Length Marley	1			
77	Straight 110mm pan connector pvc Marley	1			
78	Straight 110mm flexi pan connector pvc Marley	1			
79	90 degree 110mm pan connector pvc Marley	1			
80	90 degree 110mm IE bend (SV) pvc Marley	1			
81	90 degree 110mm plain bend (UG) pvc Marley	1			
82	Y-junction 110mm(ug)pvc	1			
83	Coupling 110mm pvc Marley	1			
84	Kimberley 110mm collar (UG) pvc Marley	1			
85	Kimberley 110mm collar (SV) pvc Marley	1			
86	T-junction 110mm pvc SV Marley	1			
87	T-junction 110mm IE pvc SV Marley	1			
88	110mm bend access heel pvc SV Marley	1			
89	110mm 45 plain bend (UG) pvc SV Marley	1			
90	110mm straight single socket pvc SV Marley	1			
91	110mmx 50mm eccentric reducer SV pvc Marley	1			
92	110mm kimberley repair socket SV pvc Marley	1			
93	110mm single socket (UG) pvc Marley	1			
94	110mm female stop end access pvc Marley	1			
95	Gully P trap pvc Marley	1			
96	Gully head pvc Marley	1			
97	Gully greed pvc Marley	1			
98	160mm single socket pvc Marley	1			
99	110mmx 50mm T-junction pvc Marley Rubber Ring	1			
100	110mm male plug stop end pvc Marley	1			
101	50mm 2way or 1 way vent valve pvc Marley	1			
102	110mm rodding eye pvc Marley	1			
103	110mm access junction double pvc Marley	1			
104	110mm 45 degree Access junction pvc Marley	1			
105	110mm aluminium holder bat	1			
106	50mm aluminium holder bat	1			
107	160mmx 110mm reducer	1			
108	15mm copper pipe (class2) length	1			
109	22mm copper pipe (class2) length	1			
110	28mm copper pipe (class2) length	1			
111	35mm copper pipe (class2) length	1			
112	42mm copper pipe (class2) length	1			
113	54mm copper pipe (class2) length	1			
114	15mm polycop pipe p/m SABS Roll	1			
115	22mm polycop pipe p/m SABS Roll	1			



116	28mm polycop pipe p/m SABS Roll	1			
117	35mm polycop pipe p/m SABS Roll	1			
118	42mm polycop pipe p/m SABS Roll	1			
119	15mm PEX pipe p/m SABS Roll	1			
120	22mm PEX pipe p/m SABS Roll	1			
121	28mm PEX pipe p/m SABS Roll	1			
122	35mm PEX pipe p/m SABS Roll	1			
123	42mm PEX pipe p/m SABS Roll	1			
124	15mm white compersit p/ m SABS Length	1			
125	22mm white compersit p/ m SABS Length	1			
126	28mm white compersit p/ m SABS Length	1			
127	15mm inserts	1			
128	22mm inserts	1			
129	28mm inserts	1			
130	22mm Master holder bats SABS	1			
131	15mm master holder bats SABS	1			
132	35mm master holder bats SABS	1			
133	2mmx 250g Copcol soft solder(97percent tin;3perc copp	1			
134	La-co regular soldering flux	1			
135	28mm Master holder bats SABS	1			
136	Star basin mixer one hole with cast swivel outlet pop-up waste mounting kit valve cobra 292CA	1			
137	Sink mixer one with s-041/10 over arm swivel outlet cobra 296	1			
138	Star sink mixer one with s-04/10 over arm swivel outlet cobra 266/041/10	1			
139	15mm stop tap cobra 136,15	1			
140	Shower stop tap undertile with sliding flang 15mm capillary cobra 139-15	1			
141	Shower mixer undertile wall plate 15mm cobra 186-15	1			
142	Bidet mixer one with over the rim swivel outlet pop up waste mounting kit and valve cobra	1			
143	Shower set undertile with shower arm sliding flung concord shower head with ball joint connection cobra	1			
144	Undertile press button 22mm cobra	1			
145	Undertile press button 15 mm cobra	1			
146	Male adaptor 15mm cobra	1			
147	Gerberit toilet system concealed cistern	1			
148	Tap washers 15mm ordinary	1			
149	Tap washers 15mm dome	1			
150	Fibre washer 15mm	1			
151	Fibre washer 22mm	1			



152	15mm delcop elbow maksal	1			
153	22mm delcop elbow maksal	1			
154	28 delcop elbow maksal	1			
155	35mm cornex elbow cobra D-4x5-15	1			
156	15mm cornex elbow cobra D-4x5-22	1			
157	22mm tee cornex elbow cobra D-4x5-28	1			
158	28mm tee cornex elboecobra D-4x5-35	1			
159	35 mm tee cornex elbow cobra D-4x5-15	1			

160	15mm delcop tee maksal	1			
161	22mm delcop tee maksal	1			
162	28mm delcop tee maksal	1			
163	35mm delcop tee maksal	1			
164	15mm cross over maksal	1			
165	22mm cross over maksal	1			
166	6inch steel nails 500g	1			
167	15mm delcop 45 bend maksal	1			
168	22mm delcop 45 bend maksal	1			
169	Hacksaw blade/proof eclipse	1			
170	15mm Tee conex cobra D-12X5-15	1			
171	110mm Johnson coupling	1			
172	Tangit glue 250ml	1			
173	22mm Tee conex cobra D-12X5-15	1			
174	28mm Tee conex cobra D-12X5-15	1			
175	32mm x 40mm male adaptor marley	1			
178	32mm x 40mm female adaptor marley	1			
179	Pvc adaptor earthenware	1			
180	Toilet seat cover	1			
181	Lubricant	1			
182	Plugs and coach screws all sizes	1			
183	Pop rivet per pack 8mm	1			
184	Valve brass float 1212 float	1			
185	Super flush washer	1			
186	Fixation bolts per pack	1			
187	Raw bolts each 8mm	1			
188	Raw bolts each 10mm	1			
189	Raw bolts each 12mm	1			
190	Corn rubber	1			
191	Cistern inlet valve FP3	1			
192	Bun rubber for flush pipe	1			
193	Flush pipe low level	1			
194	Ball float	1			
195	Shower flexi hose 008/4C	1			
196	12mm galvanized thread rod	1			
197	12mm hex nut galvanised pack	1			



198	Washer Zp large body 12mm pack	1			
199	Fasten set screw for mixer c-400	1			
200	Ceramic cartridge s-21-1	1			
201	Gate valve 15mm cxc cobra 1003/125	1			
202	Repair clamps 22mm cascade clams	1			
203	Sink spout cobra s-041	1			
204	Niki spout cobra 030	1			
205	90mm basket strainer waste fitting	1			
206	Urinal waste cobra	1			
207	S trap 40mm	1			
208	Mini trap	1			

209	Hand shower cobra 001w	1			
210	Silicon gun type	1			
211	Cable tie 320mm	1			
212	Insulation tape	1			
213	Diamond cutting disk 230mm	1			
214	Steel cutting disk 230mm	1			
215	Chip board screw 32mm	1			
216	Toilet seal wax	1			
217	Masonry cutting disc 115mm	1			
218	Steel cutting disc 115mm	1			
219	Masonry drill bits set	1			
220	Toilet cistern EIF Dutton	1			
221	Toilet pan vaal	1			
222	Bidet vaal	1			
223	Heavy duty toilet seat (Al Deluxe)	1			
224	Bath fibre glass tub SABS	1			
225	Anti-theft plugs	1			
226	32x50mm cobra bottle trap	1			
227	32mm cobra basin waste	1			
228	40mm cobra basin waste	1			
229	Bidet waste cobra	1			
230	Bath trap cobra	1			
231	Sink trap brass cobra	1			
232	32mm P trap cobra	1			
233	40mm cobra basin waste	1			
234	Copper to female iron straight coupler G1/2 cobra	1			
235	Copper to female iron straight coupler G1/2 22mm cobra	1			
236	Copper to female iron straight coupler G1/2 28mm cobra	1			
237	Check valve G2 cobra	1			



238	28mm Tee conex cobra DX5-15	1			
239	Shower waste cobra	1			
240	Shower trap cobra	1			
241	32mm pop up basin waste	1			
242	40mm pop up basin waste cobra	1			
243	068adj shower rose cobra	1			
244	027shower arm cobra	1			
245	Hand shower fittings cobra	1			
246	Thermostatic mixer cobra	1			
247	Close couple toilet vaal	1			
248	Stainless steel toilet cobra	1			
249	High level cistern steel cobra	1			
250	High level cistern	1			
251	Shire cistern heavy duty	1			
252	Toilet guts complete (super flush)bottom inlet dutton	1			

253	Toilet guts complete (super flush)side inlet dutton	1			
254	6 piece bath suit vaal	1			
255	Basin and pedestal vaal	1			
256	Mini basin bantam vaal	1			
257	Basin claps	1			
258	Single basin stainless steel bowl frankie	1			
259	Urinal mini vaal	1			
260	Urinal junior vaal	1			
261	Urinal speared	1			
262	Junior flush master valves ( urinal)cobra	1			
263	Junior flush master concealed urinal cobra	1			
264	Junior flush master valve(toilet)cobra	1			
265	Junior flush master concealed (toilet)cobra	1			
266	Corner basin vaal	1			
267	22mm male speedfit	1			
268	Push rod (brass)	1			
269	15mm straight coupling speedfit	1			
270	22mm straight coupling speedfit	1			
271	15mm x 22mmx 15mm Tee speedfit	1			
272	15mm Elbow speedfit	1			
273	15mmx22mm reducer straigh speedfit	1			
274	22mm Elbow speedfit	1			
275	22mm x 15mmx 22mm Tee speedfit	1			
276	15mm x 22mm Elbow speedfit	1			
277	15mm Tee speedfit	1			
278	22mm Tee speedfit	1			





279	20mm Elbow Marley	1			
280	25mm Elbow Marley	1			
281	25mm x 20mm Elbow reducer Marley	1			
282	20mm straight coupling Marley	1			
283	25mm straight coupling Marley	1			
284	20mmx 25mmx 20mm Tee Marley	1			
285	25mmx 20mm x 25mm Tee Marley	1			
286	25mm x 20mm straight reducer Marley	1			
287	20mm Elbow female Marley	1			
289	25mm straight female Marley	1			
290	20mm Elbow male Marley	1			
291	15mm straight male Marley	1			
292	32mm x 22mm straight reducer Marley	1			
293	40mm Marley pipe HDPE roll	1			
294	25mm Marley pipe HDPE roll	1			
295	20mm Marley pipe HDPE roll	1			
296	20mm End cap Marley	1			
297	25mm End cap Marley	1			
298	20mm male Tee Marley	1			

299	25mm male Tee Marley	1			
300	40 mm male Tee Marley	1			
301	20mm female Tee Marley	1			
302	25mm female Tee Marley	1			
303	40mm female Tee Marley	1			
304	50mm clamp saddle (cascade clamp)	1			
305	50mm x40mm straight reducer Marley	1			
306	40mmx 32mm straight reducer Marley	1			
307	Straight coupler 15mm ( del cop) Maskal	1			
309	15mmx22mm cxc reducer cobra	1			
310	22mmx28mm cxc reducer cobra	1			
311	28mmx35mm cxc reducer cobra	1			
312	35mmx42mm cxc reducer cobra	1			
313	32mmx54mm cxc reducer cobra	1			
314	15mm cxc female elbow cobra	1			
315	22mm cxc female elbow cobra	1			
316	28mm cxc female elbow cobra	1			
317	35mm cxc female elbow cobra	1			
318	42mm cxc female elbow cobra	1			
319	54mm cxc female elbow cobra	1			
320	15mm cxc male elbow cobra	1			
321	22mm cxc male elbow cobra	1			
322	28mm cxc male elbow cobra	1			
323	35mm cxc male elbow cobra	1			



324	42mm cxc male elbow cobra	1			
325	54mm cxc male elbow cobra	1			
326	15mm cxc female straight cobra	1			
327	22mm cxc female straight cobra	1			
328	28mm cxc female straight cobra	1			
329	35mm female straight cobra	1			
330	15mm cxc male straight cobra	1			
331	22mm cxc male straight cobra	1			
332	28mm cxc male straight cobra	1			
333	35mm cxc male straight cobra	1			
334	Wall plate Tee 15mm cobra D-29X5	1			
335	Wall plate Tee 22mm cobra D-33X5	1			
336	50lt kwikot geyser	1			
337	100lt kwikot geyser	1			
338	150lt kwikot geyser	1			
339	200lt kwikot geyser	1			
340	100lt geyser tray	1			
341	150lt geyser tray	1			
342	10lt push through kwikot geyser	1			
343	10lt hydro boil kwikot	1			
344	15lt hydro boil kwikot	1			
345	Putty 2kg	1			



346	Prattley putty	1			
347	Epoxy 1lt 372 ABE	1			
348	Everlast flux 500g	1			
349	Rottenberg gas	1			
350	Cable ties 25cmx5m	1			
351	Marley square gutter 6m	1			
352	Marley square gutter stopper	1			
353	Marley square gutter joint	1			
354	Marley square gutter bracket	1			
355	Marley square down pipe	1			
356	Marley square down pipe bracket	1			
357	900mm fibre glass shower floor	1			
358	Marley square shoe	1			
359	Marley square offset bend	1			
360	8mm gutter bolt per 50	1			
361	Marley streamline gutter 6m	1			
362	Marley streamline v down pipe 3m	1			
363	Marley d shape gutter 6m	1			
364	Marley round down pipe	1			
365	Marley gutter stop end	1			
366	Marley gutter repair coupling	1			
367	Marley round offset bend	1			
368	Marley round gutter outlet	1			
369	Marley d shape outlet	1			
400	Marley 90 degree gutter corner	1			
401	Round holder bat	1			
402	Round shoe	1			
403	Round offset bend	1			
404	Standard brass bib plain 15mm cobra 100-15	1			
405	Marley square outlet	1			
406	Hemp	1			
407	Stag 500 gram	1			
408	Diverter mixer cobra 2x138.15	1			
409	Standard brass bib taps plain 22mm cobra 200-20	1			
410	Standard brass bib taps with union and hose tail 22mm cobra 108-20	1			
411	Standard brass bib taps with union and hose ta 15mm cobra 108-15	1			
412	Standard brass bib taps with lock shield and loose key hose union 22mm cobra 108LK15	1			





413	Standard brass bib taps with lock shield and loose key hose union 22mm cobra 108LK15	1			
414	Stop tap with lock shield and loose key 15mm cobra 121LK-20	1			
415	Stop tap with lock shield and loose key 22mm cobra 121LK-20	1			
416	15mm cxc stop tap capillary cobra 131-15	1			
417	15mm cxc stop tap cobra 131-15	1			
418	20mm cxc stop tap cobra 131-20	1			
419	Star basin mixer one hole with cast swivel outlet pop-up waste mounting kit valve cobra 292CA	1			
420	Junior flush master pipe(urinal) cobra	1			
421	Junior flush master pipe urinal tail pipe – offset cobra	1			
422	Junior flush master pipe urinal tail pipe straight cobra	1			
423	Straight cp flush pipe (toilet) cobra	1			
424	Bent cp flush pipe (toilet) cobra	1			
425	Rubber pan connector	1			
426	Junior flush pipe cobra	1			
427	Palm press button assembly concealed cobra	1			
428	Push button assembly concealed institutional thru wall with push button copper tube extension cobra	1			
429	100kpa cloy pressure control valve	1			
430	400kpa cloy pressure control valve	1			
431	600kpa cloy pressure control valve	1			
432	Latco twin pack valve	1			
433	100kpa Kwikot master flo 2 p.c valve	1			
435	400kpa Kwikot master flo 2 p.c valve	1			
436	600kpa Kwikot master flo 2 p.c valve	1			
437	100kpa Kwikot pressure relief valve	1			
438	400kpa Kwikot pressure relief valve	1			
439	Vacuum breaker kwikot	1			
440	Safety valve kwikot	1			
441	Drain cock kwikot	1			
442	Kwikot thermostat for high pressure	1			
443	Kwikot thermostat for semi pressure	1			
444	Kwikot element for high pressure	1			
445	Kwikot element for semi pressure	1			
446	15mm non return valve kwikot	1			
447	22mm non return valve kwikot	1			
448	35mm non return valve kwikot	1			



459	Check valve G1 cobra	1			
460	Check valve G1 1/4 cobra	1			
461	Check valve G1 1/2 cobra	1			
462	Check valve G2 cobra	1			
	<b>TOTAL</b>				
449	40x 50mm cobra bottle trap	1			
450	Float valve side inlet	1			
451	Float valve bottom inlet	1			
452	35mm gate valve cobra	1			
453	42mm gate valve cobra	1			
454	54mm gate valve cobra	1			
456	15mm ball valve Dutton	1			
457	22mm ball valve Dutton	1			
458	Check valve G1 cobra	1			

# BUILDING MATERIALS TERM CONTRACT

No	Description	Qty	First year Unit price	Second year Unit price	Third year Unit price
1	Cement PPC 50kg 42.5N	1			
2	Cement PPC 50kg 32.5r	1			
3	RhinoLite Mult-Purpose 40kg	1			
4	FIRELIGHT SATIN FBX Brick 222x106x73mm	1			
5	MONTANA TRAVERTINE FBS Clay face brick	1			
6	Clay plaster bricks (common bricks) NFP	1			
7	Concrete blocks M90	1			
8	Concrete blocks M150	1			
9	Concrete blocks M190	1			
10	Loffelstein Retaining blocks (standard) each	1			
11	Terraforece wall concrete blocks (standard) L22 each	1			
12	Burgundy Piazza paver 220x52x50mm per pallet	1			
13	Grade 1 River sand (also called umngeni sand)	1			
14	Grade 1 building sand	1			
15	Grade 1 plaster sand	1			
16	19mm concrete stones	1			
17	Air vent plastic 230x150mm external white	1			
19	Air vent plastic 230x150mm internal white	1			
20	Brick sealer (brixeal) 20L	1			
21	Concrete lintel 140x75x6.0m	1			
22	Concrete lintel 140x75x3.0m	1			
23	Concrete lintel 140x75x2.4m	1			
24	Concrete lintel 140x75x1.2m	1			
	<b>Sub total</b>				

No	Description	Qty	First year Unit price	Second year Unit price	Third year Unit price
24	Tile adhesive 20kg (GOLDSTAR 6 rapid setting) Wall and floor for Ceramic and Porcelain	1			
25	Brick force Galvanised 150x2.8mmx20m (Nhbr)	1			
26	Brick force Galvanised 75x2.8mmx20m (Nhbr)	1			
27	MOSAICFIX white 5kg (Tal)	1			
28	350x350mm ceramic floor tiles 16 tiles box (grade 1)	1			
29	600x600mm porcelain floor tiles 6 tiles per box (grade 1) shiny glazed	1			
30	400x400mm porcelain floor tiles 6 per box (grade 1)	1			
31	Marley tiles per box	1			
32	Mosaic porcelain tiles 300x300mm matt white per sheet.	1			
33	Aluminium tile edging trim (Round type) for wall and floors silver 2500x10mm	1			
34	Aluminum tile edging trim (straight type) for wall and floors silver 2500x10mm	1			
35	uPVC tile edging trim (Round type) for wall and floors silver 2.5x9mm	1			
36	Transition strip cover aluminium silver L2500mmx30mmWx10mm H (Ramp type)	1			
37	Tiling Tread Reducer trim 2500x6mm Aluminium	1			
38	Wall tile spacer 2mm(120 in a pack)	1			
39	Wall tile spacer 3mm(120 in a pack)	1			
40	Wall tile spacer 5mm(120 in a pack)	1			
41	Nail in anchors (100 x countersunk nails In Nylon Anchors 6x60mmx packet	1			
42	Nail in anchors (100 x countersunk nails In Nylon Anchors 8x50mmx packet	1			
	<b>Subtotal</b>				

No	Description	Qty	First year Unit price	Second year Unit price	Third year Unit price
43	Nail in anchors (100 x countersunk nails In Nylon Anchors 8x75mm x packet	1			
44	Nail in anchors (100 x countersunk nails In Nylon Anchors 8x85mm packet	1			
45	Nail in anchors countersunk nails In Nylon Anchors 8x100mm packet	1			
46	Nail in anchors (100 x countersunk nails In Nylon Anchors 8x120mm	1			
47	Meranti standard door frame 70x45x813x2032mm	1			
48	Standard Meranti Double door frame 70x45x813x2032mm	1			
49	Galvanized Steel external single door frame 225mm	1			
50	Galvanized Steel internal single door frame 125mm	1			
51	Diamond disc 230mm	1			
53	Diamond disc 115mm	1			
54	Cutting disc 230mm Steel	1			
55	Cutting disc 230mm Masonry	1			
56	Roofing wire 30m x5mm	1			
57	Roofing wire 30m x3mm	1			
58	250mm DPC Roll	1			
59	150mm DPC Roll	1			
60	3mx30m roll Mesh wire diamond (plastic coded	1			
61	1,8m mx30m roll Mesh wire diamond (plastic coded	1			
62	Galvanized steel poles 75mm x2,4m	1			
63	Galvanized steel poles 100mm x3,6m	1			
64	Galvanized steel poles 100mm x2,4m	1			
65	Galvanized steel stay pole	1			
	<b>Subtotal</b>				

No	Description	Qty	First year Unit price	Second year Unit price	Third year Unit price
66	Galvanized bolt & nuts for steel fencing poles per box	1			
67	2,4m Treated fencing poles 100mm	1			
68	Subtotal Page 4				
66	Subtotal Page 3				
69	Subtotal Page 2				
70	Subtotal Page 1				
71	Total				
72	Vat @15%				
73	Total				

No		Total
1	Total of 1 <sup>st</sup> year	
2	Total of 2 <sup>nd</sup> year	
3	Total of 3 <sup>rd</sup> year	
	Grand total	



public works  
& infrastructure

Department:  
Public Works and Infrastructure  
**REPUBLIC OF SOUTH AFRICA**  
REGIONAL OFFICE- DURBAN

**SUBJECT: MATERIAL LIST FOR PAINTING NDPWI DURBAN REGIONAL  
OFFICE WORKSHOPS**

NB:1. All materials to be SABS approved.

1. The price should be inclusive of 15% of VAT if the supplier is a VAT Vendor.
2. The price should be inclusive of handling and delivery cost to no 186 K.E Masinga Road (Old Fort Road) Lords Ground Building, Durban 4000
3. **Contact Person Mr S.D Mgagula -076 262 2817**

No	Item	Qty	Price for 1 <sup>st</sup> year	Price for 2 <sup>nd</sup>	Price for 3 <sup>rd</sup> year
1.	Plascon Polvin 87 Sandy B 20 litre	1			
2.	Plascon Polvin Abbeystone 20 litre	1			
3.	Plascon Polvin African Amber 20 litre	1			
4.	Plascon Polvin Sugar Rack	1			
5	Plascon Polvin White 20 litre EPL 30	1			
6	Plascon Varnish Sunproof gloss clear 5 litre	1			
7	Plascon Universal Undercoat Merit GP 5 litre	1			
8	Plascon Universal Undercoat Merit GP 20 l	1			
9	Plascon Damp seal 5 litre white WDS 1	1			
10	Plascon Light grey 20 litre	1			
11	Acrylic Cream PVA Plascon 5 litre	1			
12	Acrylic Cream PVA Plascon 20 litre	1			
13	Gloss white universal Plascon 5 litre	1			
14	Gloss white universal Plascon 20 litre	1			
15	Gloss cream universal Plascon 5 litre	1			
16	Gloss cream universal Plascon 20 litre	1			
17	Micatex Plascon 5 litre	1			
18	Micatex Plascon 20 litre	1			
19	Double velvet white Plascon 5 litre	1			
20	Double velvet white Plascon 20 litre	1			
21	Double velvet cream Plascon	1			
22	Double velvet cream Plascon	1			
23	Valvglo oyster catcher y2-b2-3 5 litre	1			
24	Valvglo oyster catcher y2-b2-3 20 litre	1			
25	Valvglo enamel white 5 litre	1			
26	Valvglo enamel white 20 litre	1			
27	Valvglo enamel black 5 litre	1			
28	Valvglo enamel black 20 litre	1			
29	Valvglo water base white 5 litre	1			
30	<b>Subtotal</b>				

No	Item	Unit	Price for 1 <sup>st</sup> year	Price for 2 <sup>nd</sup>	Price for
30	Valvglo water base white 20 litre	1			
31	Valvglo water base black 5 litre	1			
32	Valvglo water base black 20 litre	1			
33	Plascon PVA TWA 1000 20 litre	1			
34	Plascon PVA TWA 1000 5 litre	1			
35	Stoep Paint Plascon Red 5 litre	1			
36	Stoep Paint Plascon Black 5 litre	1			
37	Stoep Paint Plascon PWD 5 litre	1			
38	White Road marking paint Plascon 5litre	1			
39	Red Road marking paint Plascon 5litre	1			
40	Yellow Road marking paint Plascon 5litre	1			
41	Black Road marking paint Plascon 5litre	1			
42	Black Roof paint Plascon 5 litre	1			
43	Black Roof paint Plascon 20 litre	1			
44	Green Roof paint Plascon 5 litre	1			
45	Green Roof paint Plascon 20 litre	1			
46	Red Roof paint Plascon 5 litre	1			
47	Red Roof paint Plascon 20 litre	1			
48	Damp seal Plascon paint 5 litre	1			
49	Bonding Liquid Plascon 5 litre	1			
50	Plaster primer Plascon 5 litre	1			
51	Plaster primer Plascon 20 litre	1			
52	Epoxy Paint EPD Plascon 5 litre	1			
53	Epoxy Paint EPD Plascon 20 litre	1			
54	Metal Primer SNK 10 Plascon 1 litre	1			
55	Metal Primer SNK 10 Plascon 5 litre	1			
56	Wood primer Plascon 1 litre	1			
57	Wood primer Plascon 5 litre	1			
58	Vanish clear Plascon CVES 1 litre	1			
59	Vanish clear Plascon CVES 5 litre	1			
60	Aluminium paint Plascon 1 litre	1			
61	Aluminium paint Plascon 5 litre	1			
62	Polly filler Polly 1Kg	1			
63	Polly filler Polly 2Kg	1			
64	Polly filler 10Kg	1			
65	Paraffin 5 litre	1			
66	Paraffin 750 ml	1			
67	Mineral Turpentine 5 litre	1			
68	Mineral Turpentine 750 ml	1			
69	1M x 1m x 5mm thick clear glass	1			
70	1M x 1m x 3mm thick clear glass	1			
71	1M x 1m x 3mm thick frosted glass	1			
72	Putty wooden frames 1 kg	1			
73	Putty steel frames 1 kg	1			
74	Putty knife	1			
75	<b>Subtotal</b>				



No	Item	R	Price for 1 <sup>st</sup> year	Price for 2 <sup>nd</sup> year	Price for 3 <sup>rd</sup> year
76	Masking Tape A Vast 24 mmx 20 m	1			
77	Masking Tape A Vast 40 mmx 20 m	1			
78	Mutton cloth roll	1			
79	225mm Roller brush Hamilton	1			
80	225mm Roller Mohair Hamilton	1			
81	225mm Roller Eezypile Academy	1			
82	150mm Paint brush Hamilton	1			
83	100mm Paint brush Hamilton	1			
84	75mm Paint brush Hamilton	1			
85	50mm Paint brush Hamilton	1			
86	25 mm Paint brush Hamilton	1			
87	Sand paper x 1m roll P40	1			
88	Sand paper x 1m roll P60	1			
89	Sand paper x 1m roll P80	1			
90	Sand paper x 1m roll P100	1			
91	Sanding block	1			
92	Scrappers Academy 75mm	1			
93	Scrappers Academy 50mm	1			
94	Scrappers Academy 40mm	1			
95	Extension POL6 RO	1			
96	Disposable Half mask (FFP1)	1			
97	Paint Remover 1 litre	1			
98	Paint Remover 5 litre	1			
99	Subtotal Page 3				
100	Subtotal Page 2				
101	Subtotal Page 1				
102	Total				
103	VAT @15%				
104	Grand Total				

First year total	
Second year total	
Third year total	
<b>Grand total</b>	

**The total price must be transferred to the PA 32 Form (Invitation to Bids)**

**CARPENTRY MATERIAL LIST TERM CONTRACT AVERAGE PRICE**

**ALL MATERIALS MUST BE SABS APPROVED**

<b><u>NO</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>Unit</u></b>	<b><u>UNIT PRICE</u> <u>1<sup>ST</sup> YEAR</u> <u>AVERAGE</u></b>	<b><u>UNIT PRICE</u> <u>2<sup>ND</sup> YEAR</u></b>	<b><u>UNIT PRICE</u> <u>3<sup>RD</sup> YEAR</u></b>
1	Rhino board 12.5mm xm2	1	71-63		
2	Rhino board 6.5mm xm2	1	64-42		
3	Rhino board 9 mm xm2	1			
4	Rhino cornice 3,6m	1			
5	Rhinolite 40 kg	1			
6	Block board 22mm x1220x 2440mm	1			
7	Block board 16 mm x1220x 2440mm	1			
8	Treated SA Pine x 150x50mm x6m	1			
9	Treated SA Pine x 114x38mm x6m	1			
10	Treated SA Pine x 75 x50mm x6m	1			
11	Treated SA Pine 38.38mm x6 m	1			
12	Cover strips 10x 50mmx 3m Treated SA Pine	1			
13	Cover strips 10x 50mmx 3m Treated Meranti	1			
14	Quadrant Treated SA Pine 19mm x 3m	1			
15	Quadrant Meranti 19mm x 3m	1			
16	Skirting 75x 15mmx 3 m Treated SA Pine	1			
17	Skirting 75x 15mmx 3 m Treated Meranti	1			
18	White Masonite 1220x 2440x 3mm	1			
19	Brown Masonite 1220x 2440x 3mm	1			
20	Brown Masonite 1220x 2440x 6mm	1			
21	Plywood 1220x2440x 10mm	1			
22	Plywood 1220x2440x 5mm	1			
23	Supawood 2,7 x1,8m x16mm	1			
24	Wood glue Alcholin x 5 litre	1			
25	Contact glue Genkem 5 litre	1			
26	Contact glue Genkem 1 litre	1			
27	Carpet tile glue 5 litre	1			
28	Carpet tiles x Belogotex 500x500mm x5m2 (Box)	1			
	Subtotal Page 1				

<b>NO</b>	<b>DESCRIPTION</b>	<b>Unit</b>	<b>UNIT PRICE 1<sup>ST</sup> YEAR</b>	<b>UNIT PRICE 2<sup>ND</sup> YEAR</b>	<b>UNIT PRICE 3<sup>RD</sup> YEAR</b>
29	White Melamine Board 2,7 x 1,8m x 16mm	1			
30	Oak Melamine Board 2,7 x 1,8m x 16mm	1			
31	Chip Board 2,7 x 1,8m x 16mm	1			
32	White edging x 16mm x 10m	1			
33	Oak edging x 16mm x 10m	1			
34	Union Mortice lock set 2 lever	1			
35	Union Mortice lock set 3 lever	1			
36	Union Mortice lock set 4 lever	1			
37	Union Oval shape cylinder lock	1			
38	Union Oval pear shape cylinder lock	1			
39	Union door handles oval shape hole	1			
40	Union door handles with pear shape hole	1			
41	Union Oval shape cylinder lock with flat door handle set	1			
42	Union Oval pear shape cylinder lock flat door handle set	1			
43	Union Yale lock night latch set	1			
44	Union Yale lock cylinder	1			
45	Union mortice lock with rebate kit for double door	1			
46	Union door lock for Disable toilet with Furniture	1			
47	Hand rails for toilet for disabled	1			
48	Viro Padlocks 50mm Brass std	1			
	Viro Padlocks 30mm Brass std	1			
49	Viro Padlocks 50mm open with same key x set of 5	1			
50	Cam lock 30mm	1			
51	Toilet indicator bolt	1			
52	Cupboard lock 30x 60mm	1			
53	Heavy duty brass Hinges x100mm	1 set			
54	Heavy duty silver Hinges x100mm	1 set			
55	Butt hinges brass x100mm set	1 set			
56	Butt hinges galvanised x100mm	1 set			
	Subtotal				

<b>NO</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT PRICE 1<sup>ST</sup> YEAR</b>	<b>UNIT PRICE 2<sup>ND</sup> YEAR</b>	<b>UNIT PRICE 3<sup>RD</sup> YEAR</b>
57	100mm Brass sink less hinge	1 set			
58	100mm Galvanised sink less hinges	1 set			
59	Cupboard hinges brass x60mm set	1 set			
60	Concealed Hinges	1			
61	Galvanise Pad Bolt x x150mm	1			
62	Galvanise Pad Bolt200mm	1			
63	Brass barrel bolt 150mm	1			
64	Silver barrel bolt 150mm	1			
66	Brass barrel bolt 100mm	1			
67	Silver barrel bolt 100mm	1			
68	Brass barrel bolt 80mm	1			
69	Silver barrel bolt 80mm	1			
70	Silver Offset barrel 80mm	1			
71	Chipboard screws 6x75mm x1000	1			
72	Chipboard screws 6x50mmx1000	1			
73	Chipboard screws 6x40mmx1000	1			
74	Chipboard screws 6x35mmx1000	1			
75	Chipboard screws 4x30mmx1000	1			
76	Chipboard screws 4x25mmx1000	1			
77	Chipboard screws 3x 30mmx1000	1			
78	Chipboard screws 3x25mmx1000	1			
79	Chipboard screws 3x20mmx1000	1			
80	Chipboard screws 3x16mmx1000	1			
81	Chipboard screws 3x 12mmx1000	1			
82	Brass screws 6mmx 32mm	500			
83	Brass screws 6mmx 25mm	500			
85	Hilti screws 8x120mm x box x50	1 kg			
86	Hilti screws 8x100mm	1 kg			
87	Hilti screws 8x80mm	1 kg			
88	Hilti screws 8x80mm	1 kg			
89	Hilti screws 6x60mm	1 kg			
90	Hilti screws 5x 60mm	1 kg			
91	Hilti screws 5x 50mm	1 kg			
92	Hilti screws 4x40mm	1 kg			
93	Upat screws 8x50mm	1 kg			
94	Upat screws 8x540mm	1kg			
95	Male & Female screws set	1			
96	Machine screws 3x80mm	1			
97	Wire nails Handock 125mm	500g			
98	Wire nails Handock 100mm	500g			
	Subtotal				

<b>NO</b>	<b>DESCRIPTION</b>	<b>QUAN TITY</b>	<b>UNIT PRICE 1<sup>ST</sup> YEAR</b>	<b>UNIT PRICE 2<sup>ND</sup> YEAR</b>	<b>UNIT PRICE 3<sup>RD</sup> YEAR</b>
99	Wire nails Handock 75mm	500g			
100	Wire nails Handock 50mm	500g			
101	Wire nails Handock 40mm	500g			
102	Wire nails Handock 30mm	500g			
103	Wire nails Handock 20mm	500g			
104	Drywall screws 41mm	500			
105	Drywall screws 32mm	500			
106	Drywall screws 25mm	500			
107	Panel pins 60mm	500g			
108	Panel pins 50mm	500g			
109	Panel pins 40mm	500g			
110	Panel pins 32mm	500g			
111	Oval nails 60mm	500g			
112	Oval nails 50mm	500g			
113	Oval nails 40mm	500g			
114	Oval nails 30mm	500g			
115	Clout nails 40mm	500g			
116	Clout nails 32mm	500g			
117	Round steel nails 32mm	500g			
118	Round steel nails 25mm	500g			
119	Hasp & staple Heavy duty galvanised 178mm	1			
120	Hasp & staple Heavy duty galvanised 155mm	1			
121	Hasp & staple Heavy duty galvanised 100mm	1			
122	Meranti door frame 100x 820 2100mm	1			
123	Meranti door frame 100x 910 2100mm	1			
124	Meranti door double frame 100x 1640x2100mm	1			
125	Meranti door frame 75x 820 2100mm	1			
126	Meranti frame& Ledged door(TDM) 813x 2100mm	1			
127	Meranti frame& Ledged door (TDM) 900x 2100mm	1			
128	Meranti frame& Ledged double door 1620 x 2100mm	1			
	<b>Subtotal Page</b>				

<b>NO</b>	<b>DESCRIPTION</b>	<b>QUAN TITY</b>	<b>UNIT PRICE 1<sup>ST</sup> YEAR</b>	<b>UNIT PRICE 2<sup>ND</sup> YEAR</b>	<b>UNIT PRICE 3<sup>RD</sup> YEAR</b>
129	Meranti frame& Ledge stable door	1			
<b>130</b>	Hollow core Masonite door 813x2032mm	1			
131	Meranti solid door 813x 2100mm(TDM)	1			
132	Saligna Finger joint door 813x 2100mm	1			
133	Town house Masonite door 813x 2100mm	1			
134	Tongue & Groove Treated SA Pine Ceiling 3m	1x Bundl e			
135	Tongue & Groove Treated meranti floor boards 150x22mmx3m	1x Bundl e			
136	Plastic Roof White 30m roll	1			
137	Roof membrane 30 m roll	1			
138	PVC Barge Board x6m	1			
139	PVC Fascia Board x6m	1			
140	Fibre Cement Fascia board x 3m	1			
141	Fibre Cement Barge board x 3m	1			
142	PVC Fascia Board Joiner	1			
143	PVC Barge Board Joiner	1			
144	Fibre Cement Fascia Board Joiner	1			
145	Fibre Cement Barge Board Joiner	1			
146	Fibre cement flat sheet 4x1200x2400mm	<u>1</u>			
147	Big Six fibre cement 3,6m	1			
148	Big Six fibre cement ridging	1			
149	Big Six fibre cement screws	500g			
150	Galvanised IBR Roof sheet per mx0,4mm	1m			
151	Chromadeck IBR Roof sheet per mx0,4	1m			
152	Galvanised corrugated iron 0,4mm	1m			
153	Chromadeck corrugated iron 0,4mm	1m			
154	IBR roof screws & Washers	500g			
155	IBR roof screws & Washers	500g			
156	Chromadeck corrugated iron & washers	500g			
157	Corrugated iron screws & washers	500g			
158	Subtotal				

<b>NO</b>	<b>DESCRIPTION</b>	<b>QUAN TITY</b>	<b>UNIT PRICE 1<sup>ST</sup> YEAR</b>	<b>UNIT PRICE 2<sup>ND</sup> YEAR</b>	<b>UNIT PRICE 3<sup>RD</sup> YEAR</b>
159	Double Roman roof tile	1			
160	5 Litre Water proofing with membrane roll	1			
161	1x1 Water proofing membrane	1			
162	5 Litre Butimen seal	1			
163	1 Litre Butimen seal	1			
164	Silicon tube 310ml bostic cartridge	1			
165	Quick set tubes for steel Pratley	1			
166	Quick set tubes for plastic Pratley	1			
167	372 Epoxy set ABE 500g	1			
168	50mm Partition Runners gypsum per m	1			
169	52 mm Partition Studs gypsum per m	1			
170	Aluminium Capping for partition gypsum per m	1			
171	Aluminium door frame for partition	1			
172	Granite Top black P6 Bison x3,6m	1m			
173	Post foam top x3,6 m	1			
174	Post foam top joiner	1			
175	Shower curtain Heavy duty	1			
176	Square aluminium shower cubicle	1			
177	Quadrant aluminium shower cubicle	1			
178	Aluminium oval rail per m	1			
179	20mm Round towel rail per m	1			
180	20mm Round towel rail per m	1			
181	20mm Round towel rail flange	1			
182	20mm Round towel rail flange	1			
183	Aluminium soap dish Stainless steel	1			
184	Aluminium towel holder S/steel	1			
185	Aluminium toilet roll holder S/steel	1			
186	Cupboard Bar handle 300mm	1			
188	Cupboard Bar handle 256mm	1			
189	Cupboard Bar handle 192mm	1			
190	Cupboard Bar handle 100mm	1			
191	Sash Cord 7mmx30m	1			
192	Wood filler 200g	1			
193	Mirror 500x500 mm x4mm	1			
194	Cupboard Runners 450mm White	1			
	Subtotal				

<b>NO</b>	<b>DESCRIPTION</b>	<b>QUAN TITY</b>	<b>UNIT PRICE 1<sup>ST</sup> YEAR</b>	<b>UNIT PRICE 2<sup>ND</sup> YEAR</b>	<b>UNIT PRICE 3<sup>RD</sup> YEAR</b>
195	Cupboard Runners 300mm White	1			
196	Gutter bolts 6mmx32mm	1			
197	Gutter bolts 6mmx60mm	1			
198	Poprivets 3mmx 12mm (3212)	1			
199	Poprivets 3mmx 18mm (3218)	1			
200	Poprivets 4mmx 12mm (4012)	1			
201	Poprivets 4mmx 18mm (4018)	1			
202	Poprivets 5mmx 12mm (4812)	1			
203	Poprivets 5mmx 10mm (4810)	1			
204	Hilti concrete bit 5mm x 160mm	1			
205	Hilti concrete bit 6mm x 160mm	1			
206	Hilti concrete bit 7mm x 160mm	1			
207	Hilti concrete bit 8mm x 160mm	1			
208	Hilti concrete bit 10mm x 160mm	1			
209	Hilti concrete bit 12mm x 210mm	1			
210	Hilti concrete bit 14mm x 210mm	1			
211	Hilti concrete bit 16mm x 210mm	1			
212	Hilti concrete bit 22mm x450mm	1			
213	Steel bit 2mm	1			
214	Steel bit 3mm	1			
215	Steel bit 4 mm	1			
216	Steel bit 5mm	1			
217	Steel bit 6mm	1			
218	Steel bit 6,5	1			
219	Steel bit 7mm	1			
220	Steel bit 7,5mm	1			
221	Steel bit 8mm	1			
222	Steel bit 10mm	1			
223	Steel bit 12 mm	1			
224	Steel bit 14mm	1			
225	Steel bit 16mm	1			
226	Steel bit 18mm	1			
227	Steel bit 20mm	1			
228	Steel bit 22mm	1			
229	Masonry bit 3mm	1			
230	Masonry bit 4mm	1			
231	Masonry bit 5mm	1			
232	Masonry bit 6mm	1			
233	Masonry bit 8mm	1			
234	Masonry bit 10mm	1			
235	Masonry bit 12mm	1			
	Subtotal Page				



<b>NO</b>	<b>DESCRIPTION</b>	<b>QUANTI TY</b>	<b>UNIT PRICE 1<sup>ST</sup> YEAR</b>	<b>UNIT PRICE 2<sup>ND</sup> YEAR</b>	<b>UNIT PRICE 3<sup>RD</sup> YEAR</b>
236	Masonry bit 14mm	1			
237	Masonry bit 16mm	1			
238	Wood drill bits 6mm	1			
239	Wood drill bits 8mm	1			
240	Wood drill bits 10mm	1			
241	Wood drill bits 12mm	1			
242	Wood drill bits 13mm	1			
243	Wood drill bits 14mm	1			
244	Wood drill bits 16mm	1			
245	Wood drill bits 18mm	1			
246	Wood drill bits 19mm	1			
247	Wood drill bits 22mm	1			
248	Wood drill bits 25mm	1			
249	Wood drill bits 28mm	1			
250	Wood drill bits 32mm	1			
251	Wood drill bits 35mm	1			
252	Wood drill bits 38mm	1			
253	Keyhole saw set	1			
254	230mm General Purpose diamond Disc	1			
255	115mm General Purpose diamond Blade	1			
256	230mm Steel cutting disc	1			
257	230mm Masonry cutting disc	1			
258	115mm Steel cutting disc	1			
259	115 mm Masonry cutting disc	1			
260	Mutton cloth roll	1			
261	Hamilton Paint brush 100mm	1			
262	Hamilton Paint brush 75mm	1			
263	Hamilton Paint brush 50mm	1			
264	Academy Scraper 50mm	1			
265	Academy Scraper 30mm	1			
266	Cup hooks 19mm	1			
267	Cup hooks 38mm	1			
268	Sand paper P40 x1m	1			
269	Hamilton Paint brush 25mm	1			
270	Academy Scraper 75mm	1			
271	Sand paper P 60 x1m	1			
	Subtotal				

<b>NO</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT PRICE 1<sup>ST</sup> YEAR</b>	<b>UNIT PRICE 2<sup>ND</sup> YEAR</b>	<b>UNIT PRICE 3<sup>RD</sup> YEAR</b>
272	Sand paper P 80 x1m	1			
273	Sand paper P100 x1m	1			
274	Thinners x 750ml	1			
275	Thinners x 5 litre	1			
276	Paraffin x 750ml	1			
277	Paraffin x 5 litre	1			
278	Marley tile Glue (54)	1			
279	Aluminium door closer Dorma TS 83	1			
280	Single garage door Chromadeck set	1			
	Subtotal				

<b>Subtotal</b>	<b>1<sup>st</sup> Year</b>	<b>2<sup>nd</sup> Year + 10%</b>	<b>3 Year + 10%</b>
Page 1			
Page 2			
Page 3			
Page 4			
Page 5			
Page 6			
Page 7			
Page 8			
Page 9			
<b>Total</b>			
<b>+ VAT @ 15%</b>			
<b>Total</b>			
<b>Grand Total</b>			

<b>No</b>	<b>Trade</b>	<b>Average 3<sup>rd</sup> Year</b>
1	Building	
2	Carpentry	
3	Painting	
4	Plumbing	
5	Total	



PA-10: General Conditions of Contract (GCC)

## PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

### 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.

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## PA-10: General Conditions of Contract (GCC)

### 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.

## PA-10: General Conditions of Contract (GCC)

- 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](http://www.treasury.gov.za)

## 4. Standards

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

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

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be

## PA-10: General Conditions of Contract (GCC)

made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

### 6. Patent rights

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

### 7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

### 8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.



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- 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



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- (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 fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

### 17. Prices

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- 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:

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- (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 of not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide 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 on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any 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 the first-mentioned person, is or was in the opinion of the Accounting Officer/ Authority actively associated.

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

- i) The name and address of the supplier and/or person restricted by the purchaser;
- ii) The date of commencement of the restriction
- iii) The period of the restriction; and
- iv) The reasons for the restriction.

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

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

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

24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such 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.

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### 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 the 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 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.



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### 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

### 33. National Industrial Participation Programme (NIPP)

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

### 34. Prohibition of Restrictive Practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 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.

Name of Bidder	Signature	Date