

Approved *Ag.*
05/12/2023



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TENDER NUMBER: HP23/023GS

RETURNABLE DOCUMENTS

AND

TERMS OF REFERENCE

APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY CONSTRUCTION MATERIALS; PERSONAL PROTECTIVE EQUIPMENT; HIRE OF CONSTRUCTION TOOLS AND YELLOW PLANT; NON-FLUSH CHEMICAL TOILETS; INCLUDING THE PROVISION OF MATERIALS TESTING LABORATORY SERVICES DURING CONSTRUCTION OF MODULAR STEEL BRIDGES IN THE MPUMALANGA PROVINCE ON A TERM CONTRACT, AS AND WHEN REQUIRED FOR A PERIOD A THIRTY SIX (36) MONTHS.

CONTENTS OF BID DOCUMENT

Project title:	APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY CONSTRUCTION MATERIALS; PERSONAL PROTECTIVE EQUIPMENT; HIRE OF CONSTRUCTION TOOLS AND YELLOW PLANT; NON-FLUSH CHEMICAL TOILETS; INCLUDING THE PROVISION OF MATERIALS TESTING LABORATORY SERVICES DURING CONSTRUCTION OF MODULAR STEEL BRIDGES IN THE MPUMALANGA PROVINCE ON A TERM CONTRACT, AS AND WHEN REQUIRED FOR A PERIOD A THIRTY SIX (36) MONTHS.		
Project Leader:	LINDELANI MULAUDZI	Bid / no:	HP23/023GS

SECTIONS IN BID DOCUMENT

Bidders are to ensure that they have received all pages of the bid document, which consists of the following sections:

Bid Document Name:	Number of Pages:
Cover page	1 Page
Content page	1 Page
Map of closing address	1 Page
Bid Form (PA-32)	2 Pages
PA-04(GS): Notice and invitation to tender	8 Pages
PA-09 (GS): List of returnable document	1 Page
PA-10: General Conditions of contract (GCC)	10 Pages
PA-11: Bidder's Disclosure	3 Pages
PA-15.1 Resolution of Board of Directors	2 Pages
PA-15.2: Resolution of Board of Directors to enter into Consortia or Joint Ventures	2 Pages
PA-15.3: Special Resolution of Consortia or Joint Venture	3 Pages
PA-16 : Form for Claiming BBBEE points	10 Pages
PA-40: Declaration of designated groups for preferential procurement	2 Pages
Terms of reference including Annexure A: Pricing Schedule	33 Pages

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

PLEASE TAKE NOTE

BID NUMBER: HP23/023GS

CLOSING TIME: SHARP 11:00 CLOSING DATE: 06 FEBRUARY 2024

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

BID DOCUMENTS MAY BE POSTED TO

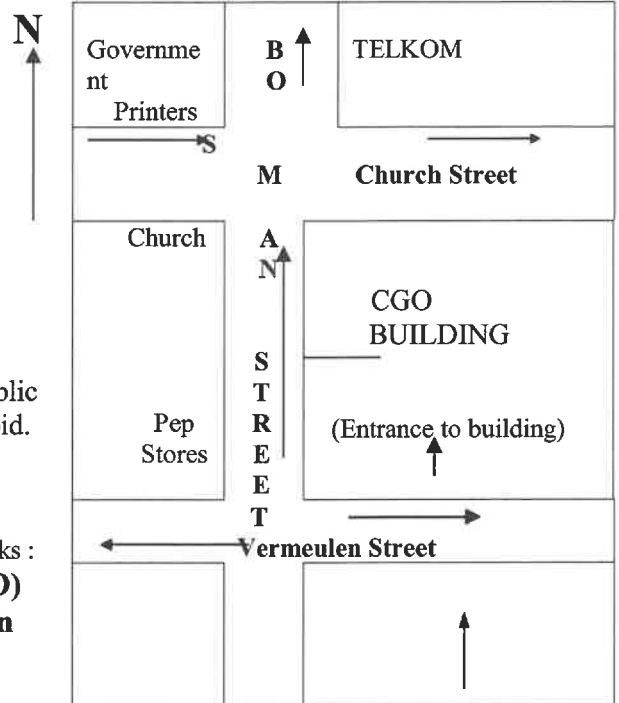
**DIRECTOR-GENERAL
Department of Public Works
Private Bag X65
PRETORIA
0001**

**ATTENTION: TENDER SECTION:
Central Government office: Room 121**

Bid documents that are posted must reach the Department of Public
Works: Tender section, before 08:00 on the closing date of the bid.

OR

The bid documents may be deposited at the Department of Public Works :
Head Office: **Room 121, Central Government Office (CGO)
c/o Bosman and Vermeulen Street.(Entrance Vermeulen
Street) Pretoria,0001**



The Head Office of the Department of Public Works is open **Mondays to Fridays
07:30 – 12:30 / 13:30 – 15:30.** However, if the bid is late, it will, as a rule 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,
INDICATING THE TENDER NR, CLOSING DATE AND YOUR COMPANY NAME**

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

1. <http://www.treasury.gov.za>
2. <http://www.info.gov.za/documents/tenders/index.htm>

PA 32: INVITATION TO BID PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)				
BID NUMBER:	HP23/023GS	CLOSING DATE:	06 FEBRUARY 2024	CLOSING TIME: 11:00AM
DESCRIPTION	APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY CONSTRUCTION MATERIALS; PERSONAL PROTECTIVE EQUIPMENT; HIRE OF CONSTRUCTION TOOLS AND YELLOW PLANT; NON-FLUSH CHEMICAL TOILETS; INCLUDING THE PROVISION OF MATERIALS TESTING LABORATORY SERVICES DURING CONSTRUCTION OF MODULAR STEEL BRIDGES IN THE MPUMALANGA PROVINCE ON A TERM CONTRACT, AS AND WHEN REQUIRED FOR A PERIOD A THIRTY SIX (36) MONTHS.			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)				
Department of Public works: CGO Building: Bosman and Madiba ST				
Pretoria Central: Reception area				
OR POSTED TO:				
Attention to Procurement Office: Bid Admin: Department of Public Works: CGO Building: Bosman and Madiba ST: Private bag x65:				
Pretoria Central:0001				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
	TCS PIN:		OR	CSD No:
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)	R
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	DPWI	CONTACT PERSON	LINDELANI MULAUDZI
CONTACT PERSON	KGOMOTSO MABELEBELE	TELEPHONE NUMBER	012 492 1440/060 983 1294
TELEPHONE NUMBER	012 406 2017	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Lindelani.Mulaudzi@dpw.gov.za
E-MAIL ADDRESS	Kgomotso.Mabelebele@dpw.gov.za		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).
- 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.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
 - 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
 - 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
 - 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

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.

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

PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

Project title:	APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY CONSTRUCTION MATERIALS; PERSONAL PROTECTIVE EQUIPMENT; HIRE OF CONSTRUCTION TOOLS AND YELLOW PLANT; NON-FLUSH CHEMICAL TOILETS; INCLUDING THE PROVISION OF MATERIALS TESTING LABORATORY SERVICES DURING CONSTRUCTION OF MODULAR STEEL BRIDGES IN THE MPUMALANGA PROVINCE ON A TERM CONTRACT, AS AND WHEN REQUIRED FOR A PERIOD A THIRTY SIX (36) MONTHS.		
Project Leader:	LINDELANI MULAUDZI	Bid / Quote no:	HP23/023GS

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)

Bid Document Name:	Number of Pages:	Returnable document:
Cover page	01 Pages	☐
Map	01 Pages	☐
Bid form of offer (PA 32)	02 Pages	☐
PA 04 (GS):Notice and invitation to tender	08 Pages	☐
PA 09 (GS):List of returnable documents	01 Pages	☐
PA-10(GS):General Conditions of contract	10 Pages	☐
PA-11(GS) Bidder's Disclosure	03 Pages	☐
PA-15.1: Resolution of board of Directors	02 Pages	☐
PA-15.2:Resolution of board of Directors to enter into consortia or joint venture	02 Pages	☐
PA-15.3:Special resolution of consortia or joint ventures	03 Pages	☐
PA-16:Preference Points Claim form	10Pages	☐
PA-40: Declaration of designated groups for preferential procurement	02 Pages	☐
Terms of reference	13 Pages	☐
Services of SANAS Accredited Civil Engineering Materials Testing Laboratory. (Tenderers must provide copy of valid SANAS accreditation certificate for the civil engineering materials testing laboratory to be used) Services of SANAS Accredited Civil Engineering Materials Testing Laboratory.		
ANNEXURE A – RETURNABLE (PRICING SCHEDULE)	20 Pages	☐

Name of Bidder	Signature	Date

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

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY CONSTRUCTION MATERIALS; PERSONAL PROTECTIVE EQUIPMENT; HIRE OF CONSTRUCTION TOOLS AND YELLOW PLANT; NON-FLUSH CHEMICAL TOILETS; INCLUDING THE PROVISION OF MATERIALS TESTING LABORATORY SERVICES DURING CONSTRUCTION OF MODULAR STEEL BRIDGES IN THE MPUMALANGA PROVINCE ON A TERM CONTRACT, AS AND WHEN REQUIRED FOR A PERIOD A THIRTY SIX (36) MONTHS.

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Bid no:	HP23/023GS		
Advertising date:	05 DECEMBER 2023	Closing date:	06 FEBRUARY 2024
Closing time:	11:00AM	Validity period:	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: ¹	Weighting factor:
Tenderers should have a minimum turnover of R20 million over the immediate past audited financial period. (Tenderers must provide audited financial statements of the immediate financial year) 5-POINT RATING SCALE •5 points Turnover above R50 million over the immediate past audited financial period; •4 points Turnover above R40 million and below R50 million over the immediate past audited financial period; •3 points Turnover above R30 million and below R40 million over the immediate past audited financial period; •2 points Turnover above R20 million and below R30 million over the immediate past audited financial period; •1 point Turnover above R20 million and below R30 million over the immediate past audited financial period; •0 points Turnover below R20 million over the immediate past audited financial period.	20

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

Proof of Ownership of construction plant or letter of intent and/or agreement for hire of construction plant and equipment. (Provide a hire agreement and list of available plant to meet with the minimum requirements as listed hereunder) • 30 ton excavator (minimum 8 No.) • 10 m3 tipper trucks (minimum 16 No.) • 10 000 litres water truck (minimum 4 No.) • 12 ton smooth drum roller (minimum 4 No.) • 14 ton sheep foot / Pad Foot roller (minimum 4 No.) • Track loader backhoe (TLB) with 1m3 bucket (minimum 4 No.) • Minimum D6 crawler (bull) dozer (minimum 4 No.) • Minimum 3.7m moldboard motor grader (minimum 4 No.) (Note: The minimum list of requirements listed above must be met to ensure that at least 4 bridge sites per province are operational at any given time) 2-POINT RATING SCALE •5 points. All plant listed under functionality criteria 2 and the required number thereof must be confirmed as being available; •0 points If any plant or the minimum number required as listed under functionality criteria 2 is not confirmed as being available.	30
Provide a Bid Guarantee from an accredited Financial Service Provider valid for a period of twelve (12) months from the closing date of the tender. (The DPWI requires this guarantee to ascertain whether the bidder can carry the initial cash commitments for the tender without any additional external support). 4-POINT RATING SCALE •5 points 7 million bid guarantee submitted; •3 points 6 million bid guarantee submitted; •1 point 5 million bid guarantee submitted; •0 points Less than 5 million bank guarantee submitted.	30

Company's experience of the construction industry and procurement of construction materials and/or supply and delivery of construction plant and equipment to support the implementation of civil engineering construction projects. (Tenderers must provide Company profile indicating list and type of projects and/or orders completed (ie. Projects and/or orders similar to the scope of this tender only will be considered); year completed; value of projects or orders; and Clients' contactable references. (DPWI reserves the right to verify submitted information through contactable or any other references). 3-POINT RATING SCALE •5 points More than 7 years; •3 points Above 5 years and below 7 years; •0 point Less than 5 years.	20
Total	100 Points

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

The nature and complexity of this tender requires that the minimum qualifying functionality is increased to 70% to mitigate the risk of tenderers incapacity to deliver on the contract

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

☐ Method 1 (Financial offer)	☒ Method 2 (Financial and Preference offer)
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2.1. Indicate which preference points scoring system is applicable for this bid:

☐ 80/20 Preference points scoring system	☒ 90/10 Preference points scoring system	☐ 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	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	☒	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	☒	All parts of tender documents submitted must be fully completed in ink and signed where required
4	☒	Use of correction fluid is prohibited.
5	☒	Submission of PA-32: Invitation to Bid
6	☐	Submission of record of attending compulsory briefing session. <i>insert motivation why the tender clarification meeting is declared compulsory</i>
7	☒	Bidders must provide copy of valid SANAS accreditation certificate for the civil engineering materials testing laboratory to be used.
8	☒	Attendance of compulsory briefing session. Failure to attend the compulsory briefing session will lead to disqualification.
9	☐	
10	☐	
11	☐	<i>Specify other responsiveness criteria</i>

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	☒	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	☒	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	☒	Submission of (PA-11): Bidder's disclosure.
4	☒	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	☒	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	☒	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	☒	Submission of record of attendance of the compulsory briefing session.
8	☐	
9	☐	
10	☐	

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	☒	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	☒	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

☐ **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.**

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 or any entity which is at least 51% owned by black people (Mandatory)	10	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
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	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent. Or

			South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	ID copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



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	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
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	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

	4. ☐	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
	OR			
	5. ☒	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

5. COLLECTION OF BID DOCUMENTS:

- ☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za
- ☒ Alternatively; Bid documents may be collected during working hours at the following address 256 Madiba street, Pretoria, CBD, 0001 . A non-refundable bid deposit of R 1000.00 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 Nedbank building, 30 Brown Street, Nelspruit, 1200 on the 17th January 2024 starting at 10:00am. Venue Department of Public Works - Nelspruit Regional Office. (if applicable)

6. ENQUIRIES

6.1. Technical enquiries may be addressed to:

DPWI Project Manager	LINDELANI MULAUDZI	Telephone no:	012 492 1440
Cellular phone no	060 983 1294	Fax no:	
E-mail	Lindelani.Mulaudzi@dpw.gov.za		05/12/2023

6.2. SCM enquiries may be addressed to:

SCM Official	Kgomotso Mabelebele	Telephone no:	012 406 2017
Cellular phone no		Fax no:	
E-mail	Kgomotso.Mabelebele@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:	OR	DEPOSITED IN THE TENDER BOX AT:
THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 65 Pretoria CBD 0001 ATTENTION: PROCUREMENT SECTION: ROOM 121 <i>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</i>		Department of Public Works and Infrastructure, Bosman and Madiba Street CGO Building Madiba Entrance Room:121

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.

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1. **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. **"Day"** means calendar day.
- 1.8. **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10. **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. **"GCC"** means the General Conditions of Contract.
- 1.15. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.16. **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. **"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. **"Project site"** where applicable, means the place indicated in bidding documents.
- 1.21. **"Purchaser"** means the organization purchasing the goods.
- 1.22. **"Republic"** means the Republic of South Africa.
- 1.23. **"SCC"** means the Special Conditions of Contract.
- 1.24. **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. **"Written" or "in writing"** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

6. Patent rights

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

7. Performance security

- 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.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

- 14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period 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.

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 12 or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

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

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

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 consortium² 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.

² 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:

- 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)

- *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
1			
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PA-15.1: Resolution of Board of Directors

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20			

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)

PA-15.2: Resolution of Board of Directors to enter into Consortia or Joint Ventures

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

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
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

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	☐ 80/20	☒ 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	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
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	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and

			- Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or - National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



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	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
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	Official Municipal Rates Statement which is in the name of the bidder. Or Any account or statement which is in the name of the bidder.

			Or • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDSA).
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

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.

☒ **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 3

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	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
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	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4. ☐	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and

	OR			• Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDSA).
		5. ☐ An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

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:

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

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:

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

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 Province area for work to be done or services to be rendered in that area	2	2		
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		

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)
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.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: **HP23/011GS**

Name of Tenderer

☐ EME¹ ☐ QSE² ☐ 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.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
2.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
3.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
4.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
5.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
6.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
7.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
8.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
9.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
10.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
11.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
12.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ 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)

¹ EME: Exempted Micro Enterprise

² 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

TERMS OF REFERENCE:

APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY CONSTRUCTION MATERIALS; PERSONAL PROTECTIVE EQUIPMENT; HIRE OF CONSTRUCTION TOOLS AND YELLOW PLANT; NON-FLUSH CHEMICAL TOILETS; INCLUDING THE PROVISION OF MATERIALS TESTING LABORATORY SERVICES DURING CONSTRUCTION OF MODULAR STEEL BRIDGES IN THE MPUMALANGA PROVINCE ON A TERM CONTRACT, AS AND WHEN REQUIRED FOR A PERIOD A THIRTY SIX (36) MONTHS.

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ABBREVIATIONS	
DPWI	Department of Public Works & Infrastructure
DOD	Department of Defence
SAAEF	South African Army Engineer Formation
DoT	Department of Transport
CGO	Central Government Offices
PMTE	Property Management Trading Entity
CSD	Central Supplier Database
SANS	South African National Standards
SABS	South African Bureau of Standards
ISO	International Standards Organisation

1 PURPOSE

The Department of Public Works and Infrastructure (DPWI) requires the appointment of an experienced and competent service provider who has the capacity to supply construction materials, personal protective equipment, tools and equipment, provision of civil engineering materials testing laboratory services for construction of Modular Steel bridges under the “Welisizwe” Programme in the Mpumalanga Province over the 36 months term contract, on an as and when required basis.

2 BACKGROUND

The Department of Public Works and Infrastructure (DPWI) and the Department of Defence (DoD) signed a Memorandum of Agreement (MoA) to collaborate in the construction of Modular Steel bridges in order to improve on accessibility of rural communities. The MoA signed is valid for a period of 5 years and is renewable. Subsequently, there are six respective Provincial Departments with the mandate for construction of roads and bridges entered into the MoA with DPWI.

According to the Memoranda of Agreement signed, the DPWI is to ensure that labour-intensive methods are used during construction enabling the employment of participants from the local communities under EPWP and also the procurement of construction materials including the hiring of tools and equipment and provision of materials testing laboratory services.

The SA Army Engineer Formation (SAAEF) is to provide skilled manpower and expertise during construction of the bridges, including bridge footings and embankment designs and construction supervision. Provincial Departments are the Client and provides funding for implementation of the Modular Steel bridges.

In the course of this collaboration, about 95 bridges per year are planned for implementation across the six identified Provinces over the MTEF 2023/24 to

2025/26. The six provinces identified are the Eastern Cape, Kwa-Zulu Natal, Limpopo, Mpumalanga, North West and Free State.

3 PROBLEM STATEMENT

The historical past of South Africa led to the lack of integrated infrastructure planning especially in the rural areas. Social amenities were constructed without proper consideration of bulk services and road connections. This resulted in social amenities e.g. schools, clinics, police stations, hospitals, courts being far off from communities and villages they seek to services.

The situation has been worsened by the global warming which causes severe climate conditions such as cyclones, storms and floods which have become more frequent, their intensity is becoming more and more severe.

Amidst the effects of global climate change, the situation is not expected to improve as more erratic weather patterns are set to emerge. Recent floods and associated fatalities sadly confirmed that the infrastructural shortfalls extend critically into the availability of bridges providing safe road access for rural communities to basic services such as schools, clinics, police station and other social service providers (e.g. SASSA) and lack of access to economic opportunities which consequently leads to increased poverty levels.

4 SCOPE OF WORK

The tender is for Provision of Materials, Tools and Equipment necessary for construction of the modular steel bridge structures; and involves the following:-

- a) The supply and delivery of various construction materials as stated in the list of materials required. Bulk construction materials are preferably to be sourced within the local vicinity of construction sites to empower local suppliers;

- b) The hire, and /or supply and delivery of tools and equipment as stated in the bill of quantities.
- c) The hire and supply of heavy construction vehicles / plant as indicated in the bill of quantities.
- d) The provision of personal protective equipment (PPE), services such as ablution facilities at various bridge construction sites, site offices, stores, potable water, etc.
- e) The provision of civil engineering materials testing services through the appointment of SANAS accredited materials testing laboratory.

5 SPECIFICATIONS FOR THE SUPPLY OF CONSTRUCTION BULK MATERIAL (I.E. SAND AGGREGATES & CONCRETE STONES) BRIDGE BUILDING SUPPLIES (I.E. STEEL REINFORCEMENT, CEMENT, GABION STONES, SHUTTERING) TOOLS, PERSONAL PROTECTIVE EQUIPMENT AND NON-FLUSH CHEMICAL TOILETS DURING THE CONSTRUCTION OF MODULAR STEEL BRIDGES.

5.1 Construction Materials

- a) Gabion baskets and Reno mattresses must be manufactured from Class A mild tensile steel wire in accordance with the SANS 675 specification.
- b) The baskets and mattresses must be manufactured in strict accordance with the SANS 1580
- c) Mesh must be hexagonal in shape, 80mm x 100mm mesh aperture for gabions
- d) Mesh wire must be selvedge wire of 3.4mm diameter
- e) Baskets must be provided with lace wire.

- f) All baskets shall be delivered with A4 geotextile inners / bidim membrane.
- g) All other materials must comply with the relevant SABS specifications.
- h) Bulky construction materials (i.e. Sand, concrete stone and gabion stone) must be procured locally (within the vicinity of the bridge construction site), proof of which must be recorded and registered in the bridge data pack

5.2 The hire, and/or supply and delivery of tools and equipment.

- a) Tools to be supplied should be in line with the items as indicated in the bill of materials, tools and equipment.
- b) Required tools, if to be procured must be delivered to site within 5 calendar days and if to be hired must be delivered to site within 2 calendar days of the date of order; and will be inspected by the responsible member from the South African Army Engineer Formation or DPWI for correctness. Transmittal notes must also be signed for receipt and collection of these items.
- c) All tools and equipment must comply with SABS specifications. User manual must be supplied for all electrical and mechanical equipment to be procured and supplied.

5.3 The hire and delivery of heavy construction vehicles / plant as indicated in the bill of quantities.

- a) The list of required construction plant / construction vehicles to be hired is indicated in the bill of quantities.
- b) The rate for hired plant / construction vehicles must be wet rate (ie. inclusive of the supply of diesel).
- c) Establishment and de-establishment cost for hired plant / construction vehicles must be priced separately as indicated in the Bill of quantities.
- d) The hired plant / construction vehicles must be provided with a competent operator. (ie. Competency certificate for the operator must be provided)

- e) The hired plant / construction vehicles must always be in good working condition

5.4 Provision of Personal Protective Equipment (PPE), Services such as Ablution Facilities, Site Facilities, etc.

- a) Supply of Personal Protective Equipment (PPE)
- b) Hire and delivery of chemical toilets for each bridge site including the servicing and maintenance thereof on a weekly basis and signed-off by the responsible member of the South African Army Engineer Formation or DPWI for verification.
- c) Disposal of waste must be in accordance with applicable regulations and in compliance with the national environmental management: waste ACT 2008 (No. 59 of 2008).
- d) Provision of steel containers for site and storage facilities
- e) Provision of JOJO tanks for potable water supply at each bridge site.

5.5 Provision of construction materials testing services through the appointment of an accredited materials testing laboratory.

- a) Sampling and Testing of Soils and Gravel material.
 - Gravel material classification.
 - Atterberg limits
 - Determine maximum dry density (MDD) and optimum moisture content (OMC) of material.
 - Determine Californian Bearing Capacity (CBR)
 - Determine wet-dry durability
 - Determine the in-situ density by nuclear density method
 - Determine the in-situ density by sand replacement method
 - Determine CBR by Dynamic Cone Penetrometer (DCP) method
 - Geotechnical Foundation investigation (ie. Sampling, profiling, testing and reporting)
- b) Making of Concrete Cubes and Testing for Concrete Strength.
 - Making and curing of concrete test specimen. The sampling and making of concrete test cubes should be as follows:-

Quantity of Concrete (m3)	Number of Samples	Number of Cubes
1 to 6 m3	1	6
7 to 15 m3	2	12
16 to 30 m3	3	18
31 to 50 m3	4	24

- Compressive strength testing of concrete cubes must be done for each sample of six (6) concrete cubes, with testing of three (3) cubes at 7 days and the other three (3) cubes at 28 days.

6 CONDITIONS FOR SUB-CONTRACTING.

All items in Sections 1 to 5 of the ToR's which deals with the supply of construction materials, tools and equipment may be subcontracted to local suppliers within the vicinity of the construction sites where feasible.

7 EVALUATION CRITERIA

The following evaluation criteria will be used:

- a) Responsiveness Stage: completion of returnable documents, submission of appropriate certificates, documents and information as is required to determine eligibility.
- b) Test for Responsiveness.

The following test for responsiveness criteria will be applicable for the evaluation of bids.

- I. Services of SANAS Accredited Civil Engineering Materials Testing Laboratory.
(Tenderers must provide copy of valid SANAS accreditation certificate for the civil engineering materials testing laboratory to be used) Services of SANAS Accredited Civil Engineering Materials Testing Laboratory.

- c) **Functionality Stage:** - Bidders will first be evaluated in terms of the minimum requirements for functionality. A minimum score of 70% applies for further evaluation in terms of the 90/10 Preference Point System. Bidders that fail to obtain/meet the minimum functionality score will not be acceptable and will as such be disqualified for further evaluation. Attainment of the 70% minimum score set for functionality criteria will determine suitability, capability, capacity and competency of the prospective bidder.

The following functionality criteria will be applicable for the evaluation of bids.

A.	Functionality criteria	Weight (%)	Rating
1.	Tenderers who have a turnover of minimum R20 million over the immediate past audited financial period. (Tenderers must provide audited financial statements of the immediate financial year)	20	<u>5-POINT SCALE</u> • 5 points Turnover above R50 million over the immediate past audited financial period; • 4 points Turnover above R40 million and below R50 million over the immediate past audited financial period; • 3 points Turnover above R30 million and below R40 million over the immediate past audited financial period; • 2 points Turnover above R20 million and below R30 million over the immediate past audited financial period; • 1 points Turnover above R20 million and below R30 million over the immediate past

			audited financial period; • 0 points Turnover below R20 million over the immediate past audited financial period;
2.	Proof of Ownership of construction plant or letter of intent and/or agreement for hire of construction plant and equipment. <i>(Provide a hire agreement and list of available plant to meet with the minimum requirements as listed hereunder)</i> • 30 ton excavator (minimum 8 No.) • 10 m3 tipper trucks (minimum 16 No.) • 10 000 litres water truck (minimum 4 No.) • 12 ton smooth drum roller (minimum 4 No.) • 14 ton sheep foot / Pad Foot roller (minimum 4 No.) • Track loader backhoe (TLB) with 1m3 bucket (minimum 4 No.) • Minimum D6 crawler (bull) dozer (minimum 4 No.) • Minimum 3.7m moldboard motor grader (minimum 4 No.) <i>(Note: The minimum list of requirements listed above must be met to ensure that at least 4 bridge sites per province are operational at any given time)</i>	30	<u>2-POINT SCALE</u> • 5 points. All plant listed under functionality criteria 2 and the required number thereof must be confirmed as being available; • 0 points If any plant or the minimum number required as listed under functionality criteria 2 is not confirmed as being available
3.	Provide a Bid Guarantee from an accredited Financial Service Provider valid for a period of twelve (12) months from the closing date of the tender. <i>(The DPWI requires this guarantee to ascertain whether the bidder can carry the initial cash commitments for the tender without any additional external support).</i>	30	<u>4-POINT SCALE</u> • 5 points 7 million bid guarantee submitted; • 3 points 6 million bid guarantee submitted; • 1 point 5 million bid guarantee submitted; • 0 points Less than 5 million bank guarantee submitted.
4	Company's experience of the construction industry and procurement of construction materials and/or supply and delivery of construction plant and equipment to support the implementation of civil engineering construction projects.	20	<u>3-POINT SCALE</u> • 5 points

	<i>(Tenderers must provide Company profile indicating list and type of projects and/or orders completed (ie. Projects and/or orders similar to the scope of this tender only will be considered); year completed; value of projects or orders; and Clients' contactable references (DPWI reserves the right to verify submitted information through contactable or any other references)).</i>		More than 7 years; • 3 points Above 5 years and below 7 years; • 0 point Less than 5 years.
	Total Weight	100	

8 TIME LINES

It is expected that the first order of material items should be delivered within 15 calendar days from the date of issuance of the first instruction or order to start delivery.

Subsequent orders will have to follow the stated delivery time period indicated by the Project Manager in line with conditions of the tender. Delays in delivery of ordered items will result in default notice raised against the appointed service provider.

9. CONFIDENTIALITY AND COPYRIGHT

All information generated, communication produced, and data acquired, and any other material produced under the auspices of this project remains the intellectual property of the DPWI.

10. MONITORING PROGRESS ON THE PROJECT

- The Project Manager, Defence Engineering Formation responsible personnel or any other assigned persons have the right for regular and on-going monitoring and inspection of the manufacturing / fabrication facility / workshop.
- The Supplier will provide project progress reports as and when required to do so.

11. INDEMNITY

- The Department will not be held responsible for any costs incurred by the bidder/s in the preparation and submission of the bids.
- Failure by the bidder to supply the required goods upon appointment may result in the contract being nullified.

12. PAYMENT TERMS

This is a term-contract and payments will be made as per the submitted invoice with attached original delivery note signed by Defence Engineering Formation representative on delivery of ordered materials. No invoice will be payable without the accompanying original signed delivery note.

13. ENQUIRIES

For technical enquiries

DPWI Representative	Mr Lindelani Mulaudzi
Tel No:	012 492 1440 / 060 983 1294
E-mail:	Lindelani.Mulaudzi@dpw.gov.za

For SCM Enquiries

SCM Practitioner	Kgomotso Mabelebele
Tel No:	012 406 2017
E-mail:	Kgomotso.Mabelebele@dpw.gov.za

ANNEXURE A – RETURNABLE (PRICING SCHEDULE)

SUMMARY OF SCHEDULES

ITEM	DESCRIPTION	AMOUNT
SECTION A	SUPPLY CONSTRUCTION MATERIALS	
SECTION B	SUPPLY OF TOOLS AND EQUIPMENT INCLUDING THE HIRE OF SMALL PLANT	
SECTION C	HIRE AND DELIVERY OF CONSTRUCTION VEHICLES / PLANT	
SECTION D	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT, SITE & STORAGE FACILITIES, AND WATER STORAGE TANKS	
SECTION E	PROVISION OF CONSTRUCTION MATERIAL TESTING SERVICES THROUGH A SANAS ACCREDITED LABORATORY	
SECTION F	TRANSPORTATION AND DELIVERY OF YELLOW PLANT AND SPECIFIED ITEMS TO VARIOUS SITES	
TOTAL (Excl. VAT)		
ADD VAT @ 15%		
TOTAL BID PRICE / TENDERED AMOUNT (Incl. VAT)		

Total Bid Price / Tendered Amount to Be Carried To PA_32 Form

SECTION A: SUPPLY CONSTRUCTION MATERIALS					
A1: MINERAL CONSTRUCTION MATERIAL (Rates to include delivery)					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	CEMENT IN 50KG BAGS (42.5 N) (Rate to include delivery)	EACH	1		
2	RIVER SAND WASHED (Rate to include delivery)	M3	1		
3	CRUSHED STONE AGGREGATES 19MM (Rate to include delivery)	M3	1		
4	STONE FOR GABIONS (100MM - 250MM) (Rate to include delivery)	M3	1		
5	25 MPA READYMIX CONCRETE (Rate to include delivery)	M3	1		
6	30 MPA READYMIX CONCRETE (Rate to include delivery)	M3	1		
A2: METAL BARS AND RODS (Rates to include delivery)					
1	Y12 HIGH TENSILE STEEL RODS IN 6 METER LENGTHS	EACH	1		
2	Y16 HIGH TENSILE STEEL RODS IN 6 METER LENGTHS	EACH	1		
3	Y20 HIGH TENSILE STEEL RODS IN 6 METER LENGTHS	EACH	1		
4	FLAT BAR 40X5MM IN 6M LENGTHS	EACH	1		
5	ROUND BAR MILD STEEL 5MM X 6M	EACH	1		
6	ROUND BAR MILD STEEL 8MM X 6M	EACH	1		
7	ROUND BAR MILD STEEL 10MM X 6M	EACH	1		
8	ROUND BAR MILD STEEL 20MM X 6M	EACH	1		
9	ROUND BAR MILD STEEL 50MM X 6M	EACH	1		

A3: MISCELLANEOUS CONSTRUCTION MATERIAL (Rates to include delivery)					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	BINDING WIRE 2,5MM	ROL	1		
2	GABIONS BASKET 1MX1MX1M	EACH	1		
3	GABIONS BASKET 2MX1MX1M	EACH	1		
4	GABIONS BASKET 3MX1MX1M	EACH	1		
5	GABIONS BASKET 4X1MX1M	EACH	1		
6	GABIONS BASKET 1MX1MX0.5M	EACH	1		
7	GABIONS BASKET 2MX1MX0.5M	EACH	1		
8	GABIONS BASKET 3MX1MX0.5M	EACH	1		
9	GABIONS BASKET 4MX1MX0.5M	EACH	1		
10	ROAD SEALANT	EACH	1		
11	CABLE 16MM GALVANIZED IN RLS ON 200M)	ROL	1		
12	PICKETS 1,8M BLACK FENCE	EACH	1		
13	PICKETS 3M BLACK FENCE	EACH	1		
14	WIRE MESH ROLLS 30M X 1,2M	ROL	1		
15	BUILDERS LINE IN ROLLS (1.0MM X 100M)	ROL	1		
16	WIRE STEEL 4MM GALV 500M	ROL	1		
17	A4 BIDDUM / GEOTEXTILE MEMBRANE – (5.0 – 5.3M x 150M)	ROL	1		
18	A4 BIDDUM / GEOTEXTILE MEMBRANE – (3.0 – 3.3M x 150M)	ROL	1		

A4: PAINTS, DOPES, VARNISHES AND RELATED PRODUCTS (Rates to include delivery)					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	PAINT ROAD MARKING IN 5LT CONTAINERS, COLOUR = BLACK	EACH	1		
2	PAINT ROAD MARKING IN 5LT CONTAINERS, COLOUR = WHITE	EACH	1		
3	PAINT ROAD MARKING IN 5LT CONTAINERS, COLOUR = YELLOW	EACH	1		
4	PAINT IN 5LT CONTAINERS, COLOUR = GREEN	EACH	1		
5	PAINT ANTI CORROSION IN 5LT CONTAINERS, COLOUR = RED OXIDE	EACH	1		
6	THINNERS IN 5LT CONTAINERS	EACH	1		
7	ANTI SLIP AGENT FOR ROAD SURFACE IN 25KG BAGS	EACH	1		
8	REFLECTIVE GLASS BEADS FOR WHITE ROAD MARKING PAINT IN 25KG BAGS	EACH	1		
9	TURPINETINE IN 5LT CONTAINERS	EACH	1		
10	ANTI CORROSION PAINT IN 20 LT CONTAINER	EACH	1		
11	UNDERCOAT RED-OXIDE WATER BASED IN 5LT CONTAINER	EACH	1		
A5: PAINT AND ARTIST BRUSHES (Rates to include delivery)					
1	PAINT BRUSHES 100MM	EACH	1		
2	PAINT BRUSHES 75MM	EACH	1		
3	PAINT BRUSHES 50MM	EACH	1		
4	PAINT BRUSHES 25MM	EACH	1		
5	PAINT ROLLERS SHEEP SKIN WITH PAINT TRAY	EACH	1		
6	BLOCK BRUSH BUILDERS	EACH	1		

A6: MISCELLANEOUS WELDING, SOLDERING AND BRAZING EQUIPMENT (Rates to include delivery)						
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
1	WELDING RODS 3.15MM VITAMAX IN BOX OF 5KG	BOX	1			
2	WELDING RODS 4MM VITAMAX IN BOX OF 5KG	BOX	1			
3	WELDING RODS 5MM VITAMAX IN BOX OF 5KG	BOX	1			
4	WELDING CABLES SET (POS + NEG WITH CLAMPS) 5M IN LENGTH	SET	1			
A7: NAILS, MACHINE KEYS AND PINS (Rates to include delivery)						
1	STEEL NAILS 3 INCH LONG	KG	1			
2	STEEL NAILS 4 INCH LONG	KG	1			
A8: LUMBER AND RELATED BASIC WOOD MATERIALS (Rates to include delivery)						
1	SUPA WOOD SHEETS 16MM X 1,8M X 2,7M FOR BOXING	EACH	1			
2	SA PINE 76 X 50MM IN 6M LENGTHS	EACH	1			
A9: ABRASIVE MATERIALS (Rates to include delivery)						
1	DISC GRINDING 230MM	EACH	1			
2	DISC CUTTING 230MM	EACH	1			
3	DISC GRINDING 115MM	EACH	1			
4	DISC CUTTING 115MM	EACH	1			
5	SAND PAPER GRID 80 IN ROLLS	EACH	1			

A10: HARDWARE COMMERCIAL (Rates to include delivery)						
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
1	STEEL WIRE BRUSH	EACH	1			
2	D- SHACELS 100MM	EACH	1			
3	CABLE CLAMPS 20MM (BULLDOG CLAMPS)	EACH	1			
4	MASKING TAPE 25MM	RL	1			
5	INSULATION TAPE ELECTRICAL BLACK	RL	1			
6	ELECTRICAL CABLE TIES PLASTIC IN PACKETS OF 100, SIZE 5MM X 200MM	PKT	1			
7	CLAMP WIRE ROPE 16MM	EACH	1			
8	DANGER TAPE 100M	EACH	1			
A11: PIPE, TUBE AND RIDGED TUBING (Rates to include delivery)						
1	PIPE GAL WATER 110MM DIA IN 6M LENGHTS	EACH	1			
2	SQUARE TUBING 25X25X2MM IN 6M LENGHTS	EACH	1			
3	SQUARE TUBING 50X50X2MM IN 6M LENGHTS	EACH	1			
4	SQUARE TUBING 100X100X2MM IN 6M LENGHTS	EACH	1			
5	ROUND STEEL TUBE 20MM X 2MM X 6M	EACH	1			
6	ROUND STEEL TUBE 50MM X 2MM X 6M	EACH	1			
7	ROUND STEEL TUBE 100MM X 2MM X 6M	EACH	1			

A12: STRUCTURAL SHAPES, NON FERROUS BASE METAL (Rates to include delivery)							
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT		
1	CHANNELS 100 X 50MM IN 6M LENGTHS	EACH	1				
2	I-BEAMS 150MM X 40MM RIB 5MM IN 6M LENGTHS	EACH	1				
3	I-BEAMS 200MM X 40MM RIB 5MM IN 6M LENGTHS	EACH	1				
4	I-BEAMS 250 X 40MM RIB 5MM IN 6M LENGTHS	EACH	1				
5	ANGLE IRON 25MMXW25MMX2,5MM IN 6M LENGTHS	EACH	1				
6	ANGLE IRON 30MMX30MMX2,5MM IN 6M LENGTHS	EACH	1				
7	ANGLE IRON 40MMX40MMX2,5MM IN 6M LENGTHS	EACH	1				
8	ANGLE IRON 50MMX50MMX2,5MM IN 6M LENGTHS	EACH	1				
A13: PLATE, SHEET, STRIP AND FOIL; NON FERROUS BASE METAL (Rates to include delivery)							
1	PLATE STEEL COLD ROLLED MILD 2,4M X 1,2M X 5MM	EACH	1				
2	PLATE STEEL COLD ROLLED HOGH TENSILE 2,4M X 1,2M X 5MM	EACH	1				
3	HOT ROLLED MILD STEEL SHEETS SIZE 2450X1500X3.0MM	EACH	1				
					SECTION A TOTAL =		

SECTION B(1): TOOLS AND EQUIPMENT (TO BE PROCURED)					
B(1) 1: GARDEN IMPLIMENTS AND TOOLS (Rates to include delivery)					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	SHOVEL HAND ROUND	EACH	1		
2	SPADE SQUARE POINT	EACH	1		
3	RAKE STEEL GARDEN	EACH	1		
4	WHEELBARROW CONCRETE	EACH	1		
5	PICK HAND WITH HANDLE	EACH	1		
6	WEED EATER	EACH	1		
B(1) 2: BLOCKS, TACKLE, RIGGING AND SLINGS (Rates to include delivery)					
1	SLING MULTI PURPOSE CABLE 10 TON, 4 LEGS WITH HOOKS	EACH	1		
2	SLING MULTI PURPOSE CHAIN 10 TON, 4 LEGS WITH HOOKS	EACH	1		
3	SLING MULTI PURPOSE FIBRE 5 TON, 4 LEGS WITH HOOKS	EACH	1		

B(1) 3: HAND TOOLS NON POWERED (Rates to include delivery)

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	SAW HAND CROSS CUT	EACH	1		
2	PLIERS – 6 INCH COMBINATION	EACH	1		
3	WRENCH SET COMBINATION	EACH	1		
4	HAMMER SLEDGE 4POUND WITH HANDLE	EACH	1		
5	HAMMER SLEDGE 8POUND WITH HANDLE	EACH	1		
6	PLIERS FENCE LARGE	EACH	1		
7	BRICK TROWEL 250MM	EACH	1		
8	BRICK TROWEL 300MM	EACH	1		
9	WOODEN FLOATS	EACH	1		
10	GAUGING TROWEL 150MM	EACH	1		
11	GAUGING TROWEL 200MM	EACH	1		
12	HAMMER CLAW	EACH	1		
13	TAPE MEASURE 5M	EACH	1		
14	TAPE MEASURE 10M	EACH	1		
15	TAPE MEASURE 30M	EACH	1		
16	TAPE MEASURE 50M	EACH	1		
17	TAME MEASURE 100M	EACH	1		

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
18	ADJUSTABLE WRENCH 250MM	EACH	1		
19	ALUMINIUM LEVEL 600MM	EACH	1		
20	STRAIGHT EDGE BUILDERS ALUMINIUM 2M LONG	EACH	1		
21	WIRE BRUSH	EACH	1		
22	DRILL SET (WOOD) 4MM – 15MM	EACH	1		
23	DRILL SET (STEEL) 4MM – 15MM	EACH	1		
24	JACK BOTTLE TYPE 6 TON	EACH	1		
25	JACK SCISSOR TYPE 6 TON	EACH	1		
26	EXTENSION STEP LADDER (4.8 – 12.8M) - ALUMINIUM	EACH	1		
27	EXTENSION STEP LADDER (6.1 – 16.4M) - ALUMINIUM	EACH	1		
28	CAN (FUEL) 20 LT	EACH	1		
29	G CLAMP (450MM)	EACH	1		
30	BLADE BOW SAW	EACH	1		
B(1) 4: WIRE AND ELECTRICAL CABLE (Rates to include delivery)					
1	EXTENSION 220V SINGLE PHASE 5M IN LENGTH	EACH	1		
2	EXTENSION 220V SINGLE PHASE 20M IN LENGTH ON REEL	EACH	1		

B(1) 5: MISCELLANEOUS WELDING, SOLDERING AND BRAZING EQUIPMENT (Rates to include delivery)						
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
1	PORTA-PACK OXYGEN & ACCELINE SET COMPLETE WITH HOSES, NOZZELS, TROLLY AND 1 X ADDITIONAL SET BOTTLES	BOX	1			
2	SPRAY PAINT (GREEN / BLACK) 300ML	EACH	1			
B(1) 6: ROAD AND SAFETY SIGNS (Rates to include delivery)						
1	CONSTRUCTION SITE SAFETY BOARD 1200X1000MM ON FRAME SELF STANDING	EACH	1			
2	SIGN BOARD FOR CONSTRUCTION WORKS 500X250MM COMPLETE WITH STEEL POLE	EACH	1			
3	3M REFLECTOR TAPE – YELLOW (50MM X 50M)	ROLL	1			
4	STOP SIGN BOARD WITH POLE (R1) 600MM	EACH	1			
5	SIGN BOARD: MAX SPEED 20KM/H WITH POLE (R201) 600MM	EACH	1			
6	SIGN BOARD: NARROW BRIDGE WITH POLE (W326) 900MM	EACH	1			
7	CHEVRON BOARD 1 350MM X 450MM WITH POLE (W707)	EACH	1			
8	CHEVRON BOARD 1 350MM X 450MM WITH POLE (W408)	EACH	1			
9	W401: DANGER PLATE MARKER (150MM X 600MM)	EACH	1			
10	W402: DANGER PLATE MARKER (150MM X 600MM)	EACH	1			
11	GALVANISED GUARDRAILS – 3.81M LONG (INCLUDING BOLTS, WASHERS AND NUTS)	EACH	1			
12	STANDARD TIMBER POSTS 1800MM LONG X 150-175MM DIAMETER, (PRE-DRILLED)	EACH	1			
13	GUARDRAIL WOODEN SPACER BLOCKS (360x115x115)	EACH	1			
14	GALVANISED GUARDRAIL STANDARD END WINGS	EACH	1			

SECTION C: HIRE AND DELIVERY OF CONSTRUCTION VEHICLES / PLANT (RATE TO EXCLUDE DELIVERY)						
C1: CONSTRUCTION VEHICLES						
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
1	EXCAVATOR TRACKED WITH JACK HAMMER (MINIMUM 30 TON)	HOUR	1			
2	EXCAVATOR TRACKED WITH BUCKET (20 TON)	HOUR	1			
3	EXCAVATOR TRACKED WITH BUCKET (30 TON)	HOUR	1			
4	LOW BED TRUCK	HOUR	1			
5	D6 DOZER TRACKED	HOUR	1			
6	GRADER (MINIMUM 3.7M MOLDBOARD)	HOUR	1			
7	WATER TRUCK (MINIMUM 10 000 LITRES)	HOUR	1			
8	12 TON ROLLER (SELF PROPELLED SMOOTH DRUM)	HOUR	1			
9	14 TON ROLLER (SELF PROPELLED SHEEP FOOT DRUM)	HOUR	1			
10	20 TON TIPPER TRUCK (DUMP TRUCK)	HOUR	1			
11	10 TON TIPPER TRUCK (DUMP)	HOUR	1			
12	DIESEL BOWSER TRUCK	DAY	1			
13	TLB 4X4	HOUR	1			
14	FRONT END LOADER	HOUR	1			
15	FORKLIFT	DAY	1			
16	4 X 4 BAKKIES	DAY	1			
17	TRUCK MOUNTED CRANE	DAY	1			
18	BOB CAT	DAY	1			

SECTION D: PPE, SITE & STORAGE FACILITIES, AND WATER STORAGE TANKS					
D1: PERSONAL PROTECTIVE EQUIPMENT (PPE) (Rates to include delivery)					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	GLOVES LEATHER SHORT (PAIR)	EACH	1		
2	GLOVES LEATHER WELDING LONG (PAIR)	EACH	1		
3	GUM BOOTS SIZE 6 - 11	EACH	1		
4	WELDING HELMETS	EACH	1		
5	SAFETY GLASSES	EACH	1		
6	HARD HATS	EACH	1		
7	DUST MASK (100 PER BOX)	BOX	1		
8	APRON WELDER	EACH	1		
9	RAIN COAT	EACH	1		
10	2 PIECE OVERALL (VARYING SIZES)	EACH	1		
D2: WATER STORAGE, ABLUTION AND SITE FACILITIES AND SERVICES (Rates to include delivery)					
1	JOJO WATER STORAGE TANK (10 000 LITRES)	EACH	1		
2	CHEMICAL TOILETS INCLUDING SERVICING ONCE A WEEK	EACH	1		
3	SITE OFFICES (6M CONTAINER CONVERTED INTO OFFICE)	EACH	1		
4	STORAGE FACILITIES (6M CONTAINER)	EACH	1		
5	STORAGE FACILITIES (12M CONTAINER)	EACH	1		
		SECTION D TOTAL =			

SECTION F: TRANSPORTATION AND DELIVERY OF YELLOW PLANT AND SPECIFIED ITEMS TO VARIOUS SITES

ITEM	RADIUS (KM)	TRUCK CARRYING CAPACITY (TONNAGE)	QTY	UNIT	RATE	AMOUNT
1	0 TO 50 KM	0 TO 5 TON	EACH	1		
2		5 TO 10 TON	EACH	1		
3		10 TO 15 TON	EACH	1		
4		15 TO 20 TON	EACH	1		
5		20 TO 25 TON	EACH	1		
6		25 TO 30 TON	EACH	1		
7		30 TO 35 TON	EACH	1		
8	50 TO 100 KM	0 TO 5 TON	EACH	1		
9		5 TO 10 TON	EACH	1		
10		10 TO 15 TON	EACH	1		
11		15 TO 20 TON	EACH	1		
12		20 TO 25 TON	EACH	1		
13		25 TO 30 TON	EACH	1		
14		30 TO 35 TON	EACH	1		
15	100 TO 150 KM	0 TO 5 TON	EACH	1		
16		5 TO 10 TON	EACH	1		
17		10 TO 15 TON	EACH	1		
18		15 TO 20 TON	EACH	1		
19		20 TO 25 TON	EACH	1		
20		25 TO 30 TON	EACH	1		
21		30 TO 35 TON	EACH	1		
22	150 TO 200 KM	0 TO 5 TON	EACH	1		
23		5 TO 10 TON	EACH	1		

ITEM	RADIUS (KM)	TRUCK CARRYING CAPACITY (TONNAGE)	QTY	UNIT	RATE	AMOUNT
24		10 TO 15 TON	EACH	1		
25		15 TO 20 TON	EACH	1		
26		20 TO 25 TON	EACH	1		
27		25 TO 30 TON	EACH	1		
28		30 TO 35 TON	EACH	1		
29	200 TO 250 KM	0 TO 5 TON	EACH	1		
30		5 TO 10 TON	EACH	1		
31		10 TO 15 TON	EACH	1		
32		15 TO 20 TON	EACH	1		
33		20 TO 25 TON	EACH	1		
34		25 TO 30 TON	EACH	1		
35		30 TO 35 TON	EACH	1		
36		0 TO 5 TON	EACH	1		
37		5 TO 10 TON	EACH	1		
38		10 TO 15 TON	EACH	1		
39	250 TO 300 KM	15 TO 20 TON	EACH	1		
40		20 TO 25 TON	EACH	1		
41		25 TO 30 TON	EACH	1		
42		30 TO 35 TON	EACH	1		
43		0 TO 5 TON	EACH	1		
44	300 TO 350 KM	5 TO 10 TON	EACH	1		
45		10 TO 15 TON	EACH	1		
46		15 TO 20 TON	EACH	1		
47		20 TO 25 TON	EACH	1		
48		25 TO 30 TON	EACH	1		

ITEM	RADIUS (KM)	TRUCK CARRYING CAPACITY (TONNAGE)	QTY	UNIT	RATE	AMOUNT
49	350 TO 400 KM	30 TO 35 TON	EACH	1		
50		0 TO 5 TON	EACH	1		
51		5 TO 10 TON	EACH	1		
52		10 TO 15 TON	EACH	1		
53		15 TO 20 TON	EACH	1		
54		20 TO 25 TON	EACH	1		
55		25 TO 30 TON	EACH	1		
56		30 TO 35 TON	EACH	1		
57	400 TO 450 KM	0 TO 5 TON	EACH	1		
58		5 TO 10 TON	EACH	1		
59		10 TO 15 TON	EACH	1		
60		15 TO 20 TON	EACH	1		
61		20 TO 25 TON	EACH	1		
62		25 TO 30 TON	EACH	1		
63		30 TO 35 TON	EACH	1		
64		0 TO 5 TON	EACH	1		
65	450 TO 500 KM	5 TO 10 TON	EACH	1		
66		10 TO 15 TON	EACH	1		
67		15 TO 20 TON	EACH	1		
68		20 TO 25 TON	EACH	1		
69		25 TO 30 TON	EACH	1		
70		30 TO 35 TON	EACH	1		
71		0 TO 5 TON	EACH	1		
72		5 TO 10 TON	EACH	1		

ITEM	RADIUS (KM)	TRUCK CARRYING CAPACITY (TONNAGE)	QTY	UNIT	RATE	AMOUNT
73		10 TO 15 TON	EACH	1		
74		15 TO 20 TON	EACH	1		
75		20 TO 25 TON	EACH	1		
76		25 TO 30 TON	EACH	1		
77		30 TO 35 TON	EACH	1		
78	550 TO 600 KM	0 TO 5 TON	EACH	1		
79		5 TO 10 TON	EACH	1		
80		10 TO 15 TON	EACH	1		
81		15 TO 20 TON	EACH	1		
82		20 TO 25 TON	EACH	1		
83		25 TO 30 TON	EACH	1		
84		30 TO 35 TON	EACH	1		
85		0 TO 5 TON	EACH	1		
86		5 TO 10 TON	EACH	1		
87		10 TO 15 TON	EACH	1		
88	600 TO 650 KM	15 TO 20 TON	EACH	1		
89		20 TO 25 TON	EACH	1		
90		25 TO 30 TON	EACH	1		
91		30 TO 35 TON	EACH	1		
92		0 TO 5 TON	EACH	1		
93	650 TO 700 KM	5 TO 10 TON	EACH	1		
94		10 TO 15 TON	EACH	1		
95		15 TO 20 TON	EACH	1		
96		20 TO 25 TON	EACH	1		

