



# public works & infrastructure

Department:  
Public Works and Infrastructure  
**REPUBLIC OF SOUTHAFRICA**

## BID DOCUMENT

**PROJECT DESCRIPTION: SUPPLY AND DELIVERY OF ELECTRICAL MATERIALS AND TOOLS FOR PERIOD OF 36 MONTHS**

**BID NO:** PT-23-018  
**Closing Date:** 30 October 2023  
**Closing Time:** 11:00 AM  
**Bid Briefing Meeting Date:** N/A  
**Bid Briefing Meeting time:** N/A

**Tenderers CSD No:** .....

**Name of the Tenderer:** .....

**Bid Box Address**  
Department of Public Works & Infrastructure(Pretoria region)  
AVN Gebou Building  
251 Nana Sita Street  
Pretoria Central  
0002

<b>SCM SPECIFIC ENQUIRIES:</b> Enquires: <b>Sekwati Molepo</b> Tel No: <b>012 492 1467</b> during office hours Cell No: Click here to enter text. Email Address: <a href="mailto:Sekwati.Molepo@dpw.gov.za">Sekwati.Molepo@dpw.gov.za</a>	<b>TECHNICAL / PROJECT SPECIFIC ENQUIRIES</b> Enquires: <b>Sibusiso Thala</b> Tel No: <b>N/A</b> Cell No: <b>060 868 1193</b> Email Address: <a href="mailto:Sibusiso.Thala@dpw.gov.za">Sibusiso.Thala@dpw.gov.za</a>
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## SUMMARY OF BID INFORMATION

<b>Bid Number</b>	PT-23-018	
<b>Bid/ Project Description</b>	SUPPLY AND DELIVERY OF ELECTRICAL MATERIALS AND TOOLS FOR PERIOD OF 36 MONTHS	
<b>Bid Closing date &amp; Time</b>	Monday, 30 October 2023	Closing Time: 11:00 AM
<b>Bid Briefing Date &amp; Time (If applicable)</b>	N/A	N/A
<b>Venue</b>	N/A	
<b>SCM SPECIFIC ENQUIRIES:</b>	Sekwati Molepo	<a href="mailto:Sekwati.Molepo@dpw.gov.za">Sekwati.Molepo@dpw.gov.za</a>
	012 492 1467	N/A
<b>TECHNICAL / PROJECT SPECIFIC ENQUIRIES</b>	Sibusiso Thala	<a href="mailto:Sibusiso.Thala@dpw.gov.za">Sibusiso.Thala@dpw.gov.za</a>
	N/A	060 868 1193
<b>Bid Validity Period</b>	84 Calender days	
<b>Bid Document Price</b>	R 500.00	
<b>Procurement Plan Reference Number</b>	2104	



**PA 32: INVITATION TO BID**

**PART A**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	PT-23-018	CLOSING DATE:	Monday, 30 October 2023	CLOSING TIME:	11H00 AM
DESCRIPTION	<b>SUPPLY AND DELIVERY OF ELECTRICAL MATERIALS AND TOOLS FOR PERIOD OF 36 MONTHS</b>				
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 & Infrastructure(Pretoria region) AVN Gebou building, 251 Nana Sita Street,Pretoria Central 0002
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**OR POSTED TO:**

Department of Public Works & Infrastructure(Pretoria region) AVN Gebou building Private bag X 229 Pretoria 0001
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**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			
<b>CAPACITY UNDER WHICH THE BID IS SIGNED</b> (Attached proof of authority to sign this bid (e.g. resolution of Directors, etc.)					
<b>TOTAL NUMBER OF ITEMS OFFERED</b>				TOTAL BID PRICE (ALL INCLUSIVE TAXES)	R

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY	PUBLIC WORKS & INFRASTRUCTURE	CONTACT PERSON	Sibusiso Thala
CONTACT PERSON	Sekwati Molepo	TELEPHONE NUMBER	060 868 1193
TELEPHONE NUMBER	012 492 1467	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Sibusiso.Thala@dpw.gov.za
E-MAIL ADDRESS	Sekwati.molepo@dpw.gov.za	CELL NUMBER	060 868 1193



## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
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. AN ORIGINAL OR CERTIFIED COPY OF THE B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE.

**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.



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

**THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES BIDDERS FOR:**

<b>Project title:</b>	<b>SUPPLY AND DELIVERY OF ELECTRICAL MATERIALS AND TOOLS FOR PERIOD OF 36 MONTHS</b>		
<b>Bid no:</b>	<b>PT-23-018</b>	<b>Procurement Plan Reference no:</b>	<b>2104</b>
<b>Advertising date:</b>	<b>Friday, 06 October 2023</b>	<b>Closing date:</b>	<b>Monday, 30 October 2023</b>
<b>Closing time:</b>	<b>11:00 AM</b>	<b>Validity period:</b>	<b>84 Calender days</b>

**1. FUNCTIONALITY CRITERIA APPLICABLE**

1.1. The Bid will not be evaluated on Functionality

<b>Functionality criteria<sup>1</sup>:</b>	<b>Weighting factor:</b>
<b>TOTAL</b>	<b>N/A</b>

*(Weights for functionality must add up to 100. Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)*

<b>Minimum functionality score to qualify for further evaluation:</b>	<b>N/A</b>
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*(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)*

**2. EVALUATION METHOD FOR RESPONSIVE BIDS**

<input type="checkbox"/> Method 1 (Financial offer)	<input checked="" type="checkbox"/> Method 2 (Financial and Preference offer)
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**2.1 The 80/20 Preference points scoring system will be applicable for this bid**

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



### 3. RESPONSIVENESS CRITERIA

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

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required
4	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
5	<input type="checkbox"/>	Submission of PA-32: Invitation to Bid
6	<input type="checkbox"/>	Submission of record of attending compulsory briefing session. <b><i>insert motivation why the tender clarification meeting is declared compulsory</i></b>
7	<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database.
8	<input checked="" type="checkbox"/>	<b><i>Submission of DPW-07 (FM) (Form of offer and Acceptance )</i></b>
9	<input checked="" type="checkbox"/>	<b><i>Bidders to submit with the bid appointment letters and Completion Certificates of two (2) completed projects of similar scope of work for at least 12 months period completed with the minimum value of R4 Million per project on company letter head with traceable contact details.</i></b>
10	<input checked="" type="checkbox"/>	<b><i>Submission of DPW-09: Particulars of Tenderer's Projects.</i></b>
11	<input checked="" type="checkbox"/>	<b><i>The tenderer shall submit his fully priced bills of quantities / lump sum documents (complete document inclusive of all parts) together with his tender.</i></b>
12	<input checked="" type="checkbox"/>	<b><i>The tenderer shall submit his fully priced and completed sectional summary and final summary pages with the tender.</i></b>

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

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

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure.
4	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer
6	<input type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
7	<input checked="" type="checkbox"/>	<b><i>In case of a joint venture, Bidders to submit with the bid separate (PA-11) Bidder's Disclosure</i></b>
8	<input checked="" type="checkbox"/>	<b><i>Submission of (PA-09): List of returnable documents.</i></b>
9	<input checked="" type="checkbox"/>	<b><i>Submission of (PA-29) Certification on Independent Bid Determination.</i></b>
10	<input type="checkbox"/>	<b><i>Specify other responsiveness criteria</i></b>

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

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

1.	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2.	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3.	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure
4.	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
5.	<input type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required.
6.	<input type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
7.	<input type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
8.	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement
9.	<input type="checkbox"/>	Bidders will be evaluated as per special conditions of bid (SCB-1)
10.	<input type="checkbox"/>	Submission of DPW-09 (EC): Particular of Tenderer's Projects: Bidders may use 'own form' - the details of all the tenderers current and previous projects must however be similar to the DPW-09 (EC) forms details. Bidders are required to sign and date the DPW09 / 'own form' and cross-reference the documents if 'own form' is used.
11.	<input type="checkbox"/>	Submission of DPW-21 (EC): Record of addenda to tender documents: Bidder maybe requested to confirm receipt and or compliance with the "Record of Addenda" if the record of Addenda" was not submitted with the bid at the closing date.
12.	<input checked="" type="checkbox"/>	<b>Submission of (PA-29) Certification on Independent Bid Determination.</b>
13.	<input checked="" type="checkbox"/>	<b>Submission of (PA-09): List of returnable documents.</b>
14.	<input checked="" type="checkbox"/>	<b>In case of a joint venture, Bidders to submit with the bid separate (PA-11) Bidder's Disclosure</b>

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

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





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

##### 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 below are applicable.

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people	10	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.</li> </ul>
2.	<b>Located</b> 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	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder. Or</li> <li>Any Account or statement which is in the name of the Bidder. Or</li> <li>Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or</li> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by black women	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.</li> </ul>
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. and</li> <li>Medical Certificate indicating that the disability is permanent or</li> <li>South African Social Security Agency (SASSA) registration indicating that the disability is permanent Or</li> <li>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)</li> </ul>
5.	An EME or QSE or any entity which is at least 51% owned by black youth	2	<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.</li> </ul>

#### 5. BID EVALUATION METHOD

This bid will be evaluated according to the preferential procurement model in the PPPFA and the 80/20 preference point scoring system will be applicable

#### 6. COLLECTION OF TENDER DOCUMENTS

Bid documents are available for free download on e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za)

Alternatively; Bid documents may be collected during working hours at the following address  
NDPWI,

A non-refundable bid deposit of **R 500.00** is payable (cash only) on collection of the bid documents.

## 7. SITE INSPECTION MEETING

### Details of Bid Briefing meeting (if any)

There will be no bid briefing meeting.

<b>Venue:</b>	N/A		
<b>Virtual meeting link:</b>	N/A		
<b>Date:</b>	N/A	<b>Starting time:</b>	N/A

## 8. ENQUIRIES

8.1 Technical enquiries may be addressed to:

<b>DPWI Project Manager</b>	<b>Sibusiso Thala</b>	<b>Telephone no:</b>	<b>Indicate</b>
<b>Cellular phone no</b>	<b>060 868 1193</b>	<b>Fax no:</b>	<b>None</b>
<b>E-mail</b>	<a href="mailto:Sibusiso.Thala@dpw.gov.za">Sibusiso.Thala@dpw.gov.za</a>		

8.1 SCM enquiries may be addressed to:

<b>SCM Official</b>	<b>Sekwati Molepo</b>	<b>Telephone no:</b>	<b>Indicate</b>
<b>Cellular phone no</b>	<b>012 492 1467</b>	<b>Fax no:</b>	<b>None</b>
<b>E-mail</b>	<a href="mailto:Sekwati.Molepo@dpw.gov.za">Sekwati.Molepo@dpw.gov.za</a>		

## 9. DEPOSIT / RETURN OF TENDER 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 Tender Data.

All tenders must be completed in non-erasable ink and submitted on the official forms – (forms not to be re-typed).

**Closing Date: Monday, 30 October 2023**

**Closing Time: 11:00 AM**

<p><b>Tender documents may be posted to:</b> The Director-General Department of Public Works and Infrastructure Private Bag X 229 Pretoria 0001 Documents must be deposited in The Bid Box before the closing date of the bid</p>	<b>OR</b>	<p><b>Deposited in the tender box at:</b> The Bid Box Department of Public Works &amp; Infrastructure 251 Nana Sita AVN Building Pretoria Ground Floor Reception</p>
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## DPW-07 (FM): FORM OF OFFER AND ACCEPTANCE

**Tender no:** PT23-018

**OFFER**

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**SUPPLY AND DELIVERY OF ELECTRICAL MATERIALS AND TOOLS FOR PERIOD OF 36 MONTHS**

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and responsibilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX (All applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies ) IS:**

<b>Rand (in words):</b>	
<b>Rand in figures:</b>	R

The award of the tender may be subjected to price negotiation with the preferred tender(s). The negotiated and agreed price will be considered for acceptance as ***a firm and final offer.***

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the tender data, whereupon the Tenderer becomes the party named as the Service Provider in the conditions of contract identified in the contract data.

**THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)**

Company or Close Corporation: ..... ..... And: Whose Registration Number is: ..... And: Whose Income Tax Reference Number is: ..... CSD supplier number: .....	OR	Natural Person or Partnership: ..... ..... Whose Identity Number(s) is/are: ..... Whose Income Tax Reference Number is/are: ..... CSD supplier number: .....
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**AND WHO IS (if applicable):**

Trading under the name and style of: .....

**AND WHO IS:**

Represented herein, and who is duly authorised to do so, by:  Mr/Mrs/Ms: ..... In his/her capacity as: .....	<b>Note:</b> A Resolution / Power of Attorney, signed by all the Directors / Member / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.
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**SIGNED FOR THE TENDERER:**

Name of representative	Signature	Date

**Tender no:** PT23-018

**WITNESSED BY:**

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

- The official documents .....
- The official alternative .....
- Own alternative (only if documentation makes provision therefore)

**(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)**

**SECURITY OFFERED:**

The Service Provider will provide one of the following forms of security:

- (1) Cash deposit of 2.5% of the Contract Sum (excl. VAT) Yes  No
- (2) Variable guarantee of 2.5% of the Contract Sum (excl. VAT) (DPW-10.5: FM) Yes  No
- (3) Retention of 2.5% of the Contract Sum (excl. VAT) Yes  No
- (4) 1.25% cash deposit and 1.25% retention of the Contract Sum (excl. VAT) Yes  No

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

The Tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....

**Other Contact Details of the Tenderer are:**

Telephone No..... Cellular Phone No. ....

Fax No .....

Postal address .....

Banker ..... Branch.....

Bank Account No. .... Branch Code .....

Registration No of Tenderer at Department of Labour .....

**ACCEPTANCE**

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Tender no: PT23-018

**The terms of the contract, are contained in:**

- Part 1 Agreements and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work.
- Part 4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the tenderer, provided that the Employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now Service Provider) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of the schedule of deviation to this agreement (if applicable), this agreement shall constitute a binding contract between the parties.

**For the Employer:**

Name of signatory	Signature	Date

<b>Name of Organisation:</b>	Department of Public Works
<b>Address of Organisation:</b>	

**WITNESSED BY:**

Name of witness	Signature	Date

**Tender no:** PT23-018

**Schedule of Deviations**

<b>1.1.1. Subject:</b>
<b>Detail:</b>
<b>1.1.2. Subject:</b>
<b>Detail:</b>
<b>1.1.3. Subject:</b>
<b>Detail:</b>
<b>1.1.4. Subject:</b>
<b>Detail:</b>
<b>1.1.5. Subject:</b>
<b>Detail:</b>
<b>1.1.6. Subject:</b>
<b>Detail:</b>

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

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

<b>Project title:</b>	SUPPLY AND DELIVERY OF ELECTRICAL MATERIALS AND TOOLS FOR PERIOD OF 36 MONTHS		
<b>Project Leader:</b>	Sibusiso Thala	<b>Bid / Quote no:</b>	PT23-018

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

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

<b>Bid Document Name:</b>	<b>Number of Pages:</b>	<b>Returnable document:</b>
DPW-07 FM	Pages	<input type="checkbox"/>
PA-04	Pages	<input type="checkbox"/>
PA-09 is it fully completed with all the forms listed	Pages	<input type="checkbox"/>
DPW-09 particulars of tenderer's projects	Pages	<input type="checkbox"/>
PA-10	Pages	<input type="checkbox"/>
PA-15.1	Pages	<input type="checkbox"/>
PA-15.2	Pages	<input type="checkbox"/>
PA-15.3	Pages	<input type="checkbox"/>
PA-11	Pages	<input type="checkbox"/>
PA-16	Pages	<input type="checkbox"/>
PA-29	Pages	<input type="checkbox"/>
PA-40	Pages	<input type="checkbox"/>
BILL OF QUANTITY	Pages	<input type="checkbox"/>
PA-32	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
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	Pages	<input type="checkbox"/>

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



## FUNCTIONALITY EVALUATION CRITERIA

N/A





## TERMS OF REFERENCE/ SPECIFICATIONS

**Bid no: PT-23-018**

**Bid/ Project Description: SUPPLY AND DELIVERY OF ELECTRICAL MATERIALS AND TOOLS FOR PERIOD OF 36 MONTHS**

Paste Specifications or Terms of Reference here

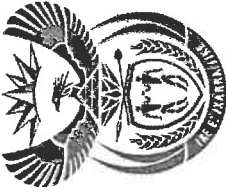


## PRICING SCHEDULE

**Bid no: PT-23-018**

**Bid/ Project Description: SUPPLY AND DELIVERY OF ELECTRICAL MATERIALS AND TOOLS FOR PERIOD OF 36 MONTHS**

Paste Pricing Schedule here



**DEPARTMENT OF PUBLIC WORKS  
REPUBLIC OF SOUTH AFRICA**  
Electrical Material

No.	ITEM DESCRIPTION	Qty per 12 Mo	Unit Price	1st 12 Months	Unit Price	2nd 12 Months	Unit Price	3rd 12 Months	Unit Price	Grand Total
	<b>DISTRIBUTION BOARD</b>									
	Ready Board (63A D/pole earth leakage)	1								
	Pre - assembled distribution boards 12 Way surface type	1								
	Pre - assembled distribution boards 12 Way flush type	1								
	Distribution Board Flush 12 module	1								
	Distribution Board Flush 24 module	1								
	Distribution Board Flush 36 module	1								
	Distribution Board Wall Mounted 12 module	1								
	Distribution Board Wall Mounted 24 module	1								
	Distribution Board Wall Mounted 36 module	1								
	Distribution Board Wall Mounted 48 module	1								
	Earth Bar 7 X 9	1								
	Earth Bar 8 X 12	1								
	Earth Bar mounting kit	1								
	Neutral Bar 7 X 9	1								
	Neutral Bar 8 X 12	1								
	Neutral Bar 12 X 12	1								
	Neutral Bar mounting kit	1								
	Clip on Neutral Bar	1								
	Mini Rail	1								
	Distribution board Blanks 1 – way white	1								
	Distribution board Blanks 1 – way black	1								
	Distribution board Blanks 2 – way white	1								
	Distribution board Blanks 2 – way black	1								
	<b>Total</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>
						3 year period Total				

Bus Bar Copper 13mm																							
Samite Clips											1												
DB Board Labels Warning											1												
DB Board Labels ELU											1												
DB Board Labels Main switch											1												
DB Board Labels Plug											1												
DB Board Labels Stove											1												
DB Board Labels Geyser											1												
DB Board Labels Geyser isolator											1												
DB Board Labels Lights											1												
DB Board Labels Bell											1												
DB Board Labels Pool Pump											1												
DB Board Labels Swimming Pool											1												
DB Board Labels Auxiliary											1												
DB Board Labels Distribution board No:											1												
DB Board Labels Contactor No:											1												
DB Board Labels Sub Dist. Board											1												
DB Board Labels Welding Plug No:											1												
DB Board Labels Machine No:											1												
DB Board Labels Kiosk No:											1												
DB Board Labels Time Switch											1												
DB Board Labels U.P.S.											1												
DB Board Labels Tennis Court											1												
DB Board Labels Spare											1												
DB Board Labels Fire Pump											1												
DB Board Labels Computer											1												
DB Board Labels Air conditioner											1												
DB Board Labels Fan											1												
DB Board Labels Pump											1												
DB Board Labels Jacuzzi											1												
DB Board Labels Shaver Plug											1												
DB Board Labels Gate Motor											1												
DB Board Labels Out Building											1												
DB Board Labels DB1											1												
DB Board Labels DB2											1												
Total											R												
3 year period Total											R												











PVC 1 way conduit Box 20mm2												1							
PVC 2 way conduit Box 20mm2												1							
PVC 3 way conduit Box 20mm2												1							
PVC 4 way conduit Box 20mm2												1							
PVC Angled conduit Box 20mm2												1							
PVC U conduit Box 20mm2												1							
PVC Y conduit Box 20mm2												1							
PVC 1 way conduit Box 25mm2												1							
PVC 2 way conduit Box 25mm2												1							
PVC 3 way conduit Box 25mm2												1							
PVC 4 way conduit Box 25mm2												1							
PVC Angle conduit Box 25mm2												1							
Bosal pipe 20 mm2												1							
Bosal 900 Bends 20 mm2												1							
Bosal Elbows 20 mm2												1							
Bosal Inspection T's 20 mm2												1							
Bosal Inspection Bends 20 mm2												1							
Bosal Inspection Elbows 20 mm2												1							
Bosal Nipples 20 mm2												1							
Bosal Round Boxes 20 mm2												1							
Bosal Round Boxes 20 mm2 Loop in												1							
Bosal Male Thread Adaptor 20 mm2												1							
Bosal Female Thread Adaptor 20 mm2												1							
Bosal Couplings 20 mm2												1							
Bosal Female Dome Steel Lid												1							
Bosal Overlapping Lid												1							
Bosal pipe 25 mm2												1							
Bosal 900 Bends 25 mm2												1							
Bosal Elbows 25 mm2												1							
Bosal Inspection T's 25 mm2												1							
Bosal Inspection Bends 25 mm2												1							
Bosal Inspection Elbows 25 mm2												1							
Total												R		R		R		R	R

Bosal Round Boxes 25 mm2												1							
Bosal Male Thread Adaptor 25 mm2												1							
Bosal Female Thread Adaptor 25 mm2												1							
Bosal Couplings 25 mm2												1							
Bosal Female Dome Steel Lid												1							























































3 Pole Isolators 32A Din Rail 6kA	1								
3 Pole Isolators 63A Din Rail 6kA	1								
3 Pole Isolators 100A Din Rail 6kA	1								
25A Earth Leakage Unit 2pole (No overload) (Din)	1								
40A Earth Leakage Unit 2pole (No overload) (Din)	1								
63A Earth Leakage Unit 2pole (No overload) (Din)	1								
25A Earth Leakage Unit 4pole (No overload) (Din)	1								
Total	R	R	R	R	R	R	R	R	R
3 year period Total									

40A Earth Leakage Unit 4pole (No overload) (Din)	1								
63A Earth Leakage Unit 4pole (No overload) (Din)	1								
25A Earth Leakage Unit 2pole (overload) (Din)	1								
32A Earth Leakage Unit 2pole (overload) (Din)	1								
63A Earth Leakage Unit 2pole (overload) (Din)	1								
25A Earth Leakage Unit 4pole (overload) (Din)	1								
40A Earth Leakage Unit 4pole (overload) (Din)	1								
63A Earth Leakage Unit 4pole (overload) (Din)	1								
Bus bar for Din MCB'S X 1m	1								
Pre - assembled earth bar vertical X 55mm	1								
Pre - assembled earth bar vertical X 88mm	1								
Pre - assembled earth bar vertical X 106mm	1								
Pre - assembled earth horizontal X 213mm	1								
Pre - assembled neutral horizontal X 59mm	1								
Pre - assembled neutral horizontal X 105mm	1								
KWH Meter Din Rail mounted single phase	1								
KWH Meter Din Rail mounted three phase	1								
Din Panel meters running hour	1								
Din Frequency meters	1								
Din Rail Clips	1								
Rail mounted terminals Earth terminals	1								
Rail mounted terminals Standard terminals 2.5mm	1								
Rail mounted terminals Standard terminals 4mm	1								
Rail mounted terminals Standard terminals 6mm	1								
Rail mounted terminals Standard terminals 10mm	1								
Rail mounted terminals Standard terminals 16mm	1								
Rail mounted terminals Standard terminals 10mm	1								
Rail mounted terminals Standard terminals 35mm	1								
Rail mounted terminals Standard terminals 70mm	1								
Din Ammeters 20A 48 X 48	1								





Power Skirting 180 X 65 External Angle cover	1							
Power Skirting 180 X 65 Plane Angle	1							
Power Skirting 180 X 65 Plane Angle cover	1							
Power Skirting 180 X 65 T piece	1							
<b>Total</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>3 year period Total</b>	<b>R</b>

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Power Skirting 180 X 65 4 X 2 Socket Adaptor	1							
Power Skirting 180 X 65 Joint Cover	1							
Power Skirting 105 X 65 Divider	1							
Power Skirting 105 X 65 End cap	1							
Power Skirting 105 X 65 Internal Angle	1							
Power Skirting 105 X 65 External Angle	1							
Power Skirting 105 X 65 External Angle cover	1							
Power Skirting 105 X 65 Plane Angle	1							
Power Skirting 105 X 65 Plane Angle cover	1							
Power Skirting 105 X 65 T piece	1							
Power Skirting 105 X 65 4 X 2 Socket Adaptor	1							
Power Skirting 105 X 65 Joint Cover	1							
Support Bracket 41 X 29 X 150mm	1							
Support Bracket 41 X 29 X 200mm	1							
Support Bracket 41 X 41 X 300mm	1							
Support Bracket 41 X 41 X 400mm	1							
Support Bracket 41 X 41 X 500mm	1							
Plug tops 3pin rubber	1							
Plug tops 3pin standard	1							
Janus Plugs 3 pin double rubber	11							
Janus Plugs 3 pin double poly prop black	1							
Janus Plugs 3 pin double poly prop white	1							
Cable Tidy 22mm X 1.5m	1							
Cable Tidy 28mm X 1.5m	1							
Galvanized Draw Wire X 2kg	1							
Tape Barrier 75mm X 75mm X 500m	1							
Tape Detector 75mm X 150mm X 500m	1							
Tape danger 75mm X 150mm x 40m	1							
Tape Masking 18mm x 40m	1							
Tape Masking 24mm x 40m	1							
Tape Masking 48mm x 40m	1							
Hole Plugs 16mm	1							
Hole Plugs 19mm	1							





1	R	R	R	R	3 year period Total	R	R	
Total	3 year period Total						R	R
Industrial Relays 12VAC 11 pin	1							

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Industrial Relays 12VAC 14 pin	1						
Industrial Relays 230VDC 8 pin	1						
Industrial Relays 230VDC 11 pin	1						
Industrial Relays 110VDC 8 pin	1						
Industrial Relays 110VDC 11 pin	1						
Industrial Relays 48VDC 8 pin	1						
Industrial Relays 48VDC 11 pin	1						
Industrial Relays 24VDC 8 pin	1						
Industrial Relays 24VDC 11 pin	1						
Industrial Relays 12VDC 8 pin	1						
Industrial Relays 12VDC 11 pin	1						
Industrial Relays 6VDC 8 pin	1						
Industrial Relays 6VDC 11 pin	1						
Contactors 2 pole 40A	1						
Contactors 2 pole coil 240VAC	1						
Contactors 2 pole coil 400VAC	1						
Mini Contactors 500V 13kW	1						
Mini Contactors coil 400VAC	1						
Mini Contactors coil 230VAC	1						
Mini Contactors coil 110VAC	1						
Mini Contactors coil 24VAC	1						
Motor Start / Stop Push buttons unit	1						
Motor Overloads 400V 15kW	1						
Top mounted Auxiliaries 1NO + 1NC	1						
Top mounted Auxiliaries 2NC	1						
Top mounted Auxiliaries 2NO	1						
Top mounted Auxiliaries 2NO + 2NC	1						
Top mounted Auxiliaries 1NO + 3NC	1						
Top mounted Auxiliaries 3NO + 1NC	1						
Top mounted Auxiliaries 4NC	1						
Top mounted Auxiliaries 4NO	1						
Pneumatic Timers Delay on 0 – 30 sec	1						
Pneumatic Timers Delay on 0 – 180 sec	1						
Pneumatic Timers Delay off 0 – 30 sec	1						
Pneumatic Timers Delay off 0 – 180 sec	1						
Pneumatic Timers Star / Delta 1 – 30 sec	1						









<b>Plugs</b>													
16 amp Double plug + cover 100mm x 100mm			1										
16 amp Single plug + cover 100mm x 100mm			1										
16 amp Industrial plug double			1										
16 amp Industrial plug single			1										
16 amp plug + cover 50mm x 100mm (2'x 3")			1										
15 amp Rubber plug tops (3 pin)			1										
<b>Electronic Ballast</b>													
58 watt x2			1										
36 watt x2			1										
36 watt x2			1										
GES laqmp holders			1										
Kettle element side entry 2.2 kw with cord			1										
<b>Transformers</b>													
50 KVA 11,000volt-400vold pole mounted			1										
100 KVA 11,000volt-400vold pole mounted			1										
Surfix cable pound 6mm x4 core +E			1										
<b>Lugs</b>													
lugs 35mm x 8mm			1										
lugs 50mm x 10mm			1										
lugs 70mm x 12mm			1										
lugs 95mm x 12mm			1										
lugs 120mm x 12mm			1										
<b>Ferrules</b>													
ferrules 35mm			1										
ferrules 50mm			1										
ferrules 70mm			1										
ferrules 95mm			1										
ferrules 120			11										
<b>Threaded rods</b>													
6mm x 1 meter			1										
8mm x 1 meter			1										
10 mm x 1 meter			1										
12 mm x 1 meter			1										
			<b>Total</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>
												<b>3 year period Total</b>	<b>R</b>











Automatic switchover time	<0.5S											
<b>Battery data</b>												
Battery voltage range	42~59V											
Max. charging voltage	58V											
Max charging and discharging current	66A											
Max charging and discharging power	3000W											
Battery type	Lithium-ion /Lead-acid											
Deep of discharging	80%DOD/50%DOD											
Capacity of battery	3~12kWh											
<b>Efficiency</b>												
Max. efficiency	97.5%											
Euro European efficiency	97.1%											
MPPT efficiency	99.5%											
<b>Protection devices</b>												
DC reverse polarity protection	Yes											
Battery reverse protection	Yes											
Output over current protection	Yes											
Output over voltage protection	Yes											
Ground fault monitoring	Yes											
Integrated all - pole sensitive leakage	Yes											
<b>General Data</b>												
Dimensions (W / H / D) mm	547 X 516 X 170											
Weight	26KG											
Operating temperature range	-25°C ... +60°C											
Noise emission (typical)	≤ 25 dB(A)											
Altitude	2000m											
Self-Consumption	< 4 W											
Inverter Topology	transformerless											
Cooling concept	Natural											
Environmental Protection Rating	IP65											
Relative humidity	100%											
DC connection	MC4/H4(opt)											
Interface:RS485/USB/CAN/WIFI/GPRS	yes /yes /opt/opt/opt/opt											
Display	LCD											
		Total	R	R	R	R	R	R	R	R	R	R
											3 year period Total	R





Physical	Dimension (DxWxH) mm	395 x 405 x 425													
	Net Weight Kgs	67 Kgs													
Environment	Operating Environment	0-25°C Recom. . 25°-40°C Max 0-90% Relative Humidity Non Condensing Noise Level <55 dB when charging													
	<b>5kW Bi-Directional Pure Sine Wave Inverter with Charger : Solar Inverter</b>		1												
	<b>INPUT</b>														
	Nominal Voltage	48 Vdc													
	Acceptable Voltage Range	40-60 Vdc													
	Maxi Input Amps	125													
	Standby Power (manual mode)	60 watts													
	Standby Power ( search mode)	20 watts													
	<b>OUTPUT</b>														
	Voltage	220 Vac													
	Amps	22 amps													
	Voltage range	< 3 % RMS for entire battery voltage range													
	Frequency	50Hz													
	Frequency Regulation	± 0.1Hz													
	Power Factor	1													
	Wave Form	Pure Sine Wave													
	Efficiency	90 % @ 90% Load													
	Overload Protection	Circuit Breaker / Programmable Overload levels and Auto Retry													
	<b>CHARGER</b>														
	Float Voltage	55.2													
	Boost Voltage	57.2V-62.0V													
	Boost Time	Selectable 1, 2, 3 hours													
	Maximum Current	50 amps													
	Generation Mode	Depending on the generator power available.													
			Total	R	R	R	R	R	R	R	R	R	R	R	R
															3 year period Total
															R





**DEPARTMENT OF PUBLIC WORKS  
REPUBLIC OF SOUTH AFRICA**

**Electrical Tools**

No.	ITEM DESCRIPTION	Qty per Year	Unit Price	1st 12 Months	Unit Price	2nd 12 Months	Unit Price	3rd 12 Months	Grand Total
	Fully Insulated Combination Pliers	1							
	Fully Insulated Long Nose Pliers	1							
	Fully Insulated Diagonal Side Cutters	1							
	Fully Insulated Wire Stripping Pliers	1							
	Fully Insulated Alligator Water pump Pliers	1							
	Long Nose Pliers	1							
	Angled Long Nose Pliers	1							
	Fully Insulated 'S' Range Cable Knife	1							
	Fully Insulated Precision Tweezers	1							
	Fully Insulated 'S' Range	1							
	Junior Hacksaw Frame	1							
	70° Flat-Round Mechanics Pliers	1							
	CoBolt® Compact 20° Angled Head Bolt Cutters with Sprung Handles	1							
	Fully Insulated Round Nose Pliers	1							
	Copper and Aluminium Cable Shears	1							
	Extra High Leverage End Cutting Nippers	1							
	Duck Bill Pliers	1							
	Flat Nose Assembly Pliers	1							
	Ratchet Action Telescopic Cable Shears	1							
	Coaxial Cable Stripper	1							
	Electronics Super-Knips	1							
	Electronics End Cutting Nippers	1							
	<b>Total</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>
									<b>3 year period Total</b>
									<b>R</b>

Precision Internal Circclip Pliers Straight	All sizes	1																		
Precision Internal Circclip Pliers 90° Tips	All sizes	1																		
Precision External Circclip Pliers Straight	All sizes	1																		
Precision External Circclip Pliers 90° Tips	All sizes	1																		
Internal Circclip Pliers Straight	All sizes	1																		
External Circclip Pliers 90° Tips	All sizes	1																		
Carbon Fibre Shaft Ball Pein Hammers	450g (16oz)	1																		
	680g (24oz)	1																		
	900g (32oz)	1																		
Dead Blow Hammer	1kg (2.2lb)	1																		
680g (24oz) Soft Faced Hammer		1																		
30M Chalk Line		1																		
Chalk for Chalk Lines	Blue, Red, Yellow	1																		
Vernier Callipers	0-140mm/5.1/2	1																		
	0-200mm/8"	1																		
Soft Grip Adjustable Wrenches	150,300,200,250mm	1																		
	22.5mm Soft Grip	1																		
Straight Jaw Self Grip Pliers		1																		
		1																		
Curved Jaw Self Grip Pliers	22.5mm Soft Grip	1																		
61. piece Security Bit Set Series		1																		
Retractable Trimming Knife	DIY Series 220mm	1																		
Brick Bolsters with Hand Guard	250 x 19mm	1																		
Cold Chisel with Hand Guard	220 x 60mm	1																		
Electricians Bolster with Hand Guard		1																		
Neilsen 25pc 6-32mm Combination Spanner Set		1																		
6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18.19. 20.		1																		
21. 22. 23. 24. 25. 26. 27. 28. 30. 32mm		1																		
Spring Caliper Inside, Outside, Divider	200mm / 8 inch	1																		
		Total	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
																3 year period Total				
																R	R	R	R	R





Fittings for Hose Joining		1											
Hose Connection Nuts		1											
Flux Brazing M15		1											
Easy-Flo (Ordinary Grade)		1											
Welding Goggles Lift-Front (Shade 4)		1											
Afro Hush Disposable		1											
Uncorded Earplug Box		1											
Red Heat Resistant Gloves		1											
Dust Mask Valve FF2 P.Box		1											
3M Respirator Facepiece		1											
Helmet AOX Elite XL		1											
Self-Darkening		1											
Electronic Lens for Afrox		1											
<b>Industrial</b>													
Leather Apron		1											
Triple Flint Spark Lighter		1											
Nozzle Cleaners (Standard)		1											
Electrode Holder		1											
TRC - Jackson Type		1											
Chain Block 5 Tonne Engine Lifting Gear		1											
High Tensile Stainless Steel D Shackles		1											
SILVERLINE CARGO SLINGS 2 TON		1											
<b>Consumables</b>													
Earth Clamps for dry conditions	50-75mm 12-32mm	1											
	32-50mm												
COFFING JLC TROLLEY SUSPENSION	1 TON	1											
ELECTRIC CHAIN HOIST,		1											
Earth Clamps for all conditions	12-32mm 50-75mm	1											
Wire Brush Set Auto Engineer's 3pc		1											
welding chipping hammer with brush		1											
Digital Voltmeter Ohmmeter Ammeter Multimeter		1											
OHM DC AC Voltage Current Tester		1											
Pulse generator With all accessories	25 - 50 MHz	1											
OSCILLOSCOPE "HAMEG" HM507	50MHZ	1											
		Total	R	R	R	R	R	R	R	R	R	R	R
											3 year period Total		R
													R



<b>Angle grinder</b>		1							
Angle grinder	1,400W								
Depressed Centre Wheel	125mm								
Abrasive Disc	125mm								
Diamond Wheel	125mm								
No Load Speed	2,800 -12,000 r/min								
Net Weight	2.4kg								
Power Supply Cord	2.5m								
<b>Angle grinder</b>		1							
Angle grinder	2,600W								
Depressed Centre Wheel	230mm								
Wire Cup Brush	110mm								
Cut-off Wheel	230mm								
No Load Speed	6,600 r/min								
Net Weight	6.7kg								
Power Supply Cord	2.5m								
<b>Straight grinder</b>		1							
Straight grinder	750W								
Wheel Diameter	125mm								
Hole Diameter	20mm								
No Load Speed	5,600r/min								
Net Weight	5.0kg								
Power Supply	Cord 2.5m								
<b>Die grinders</b>		1							
Die grinders	400W								
Collet Capacity	6.35mm								
No Load Speed	25,000 r/min								
Net weight	1.7kg								
Power Supply Cord	2.5m								
Small circumference housing for easy handling									
<b>Insulation Tape</b>									
Pack of 8 Mixed Colours black , white , red ,yellow , green , blue ,grey, brown	10M x 19mm	1							
<b>Total</b>		R	R	R	R	R	R	R	R
<b>3 year period Total</b>									R <sub>1</sub>



<b>JTG SAWS &amp; RECIPRO SAWS</b>		1	R	R	R	R	R	R	R	R	R
JIG SAWS	720W										
Length of Stroke	26mm										
Max. Cutting Capacities											
In Wood at	90° 135mm										
In Steel at	90° 10mm										
Strokes per Minute	800 - 2,800										
Net Weight	2.6kg										
Power Supply Cord	2.5m										
<b>Recipro Saw, Orbital</b>		1									
Recipro Saw, Orbital	1,510W										
In Pipe	130mm										
In Wood	255mm										
Length of Stroke	32mm										
Strokes per Minute	0 - 2,800										
Net Weight	4.6kg										
Power Supply Cord	2.5m										
<b>Rotary hammers drill</b>		1									
Rotary hammers drill: 19.7 Joules	1,500W										
2 Operation Modes :											
Hammering with rotation (for drilling)											
Hammering only (for chipping & breaking)											
Max. Bit Diameter	52mm										
No Load Speed	130 - 260 r/min										
Blows per Minute	1,075-2,150										
Net Weight	12.2kg										
Power Supply Cord	5m										
High performance and low vibration.											
CDP5DD Drill Press	With all accessories										
SWA Single Phase Armoured Cable	1.5mm <sup>2</sup> x 25m 3 Core										
SWA Single Phase Armoured Cable	2.5mm <sup>2</sup> x 25m 3 Core										
SWA Single Phase Armoured Cable	4.0mm <sup>2</sup> x 25m 3 Cor										
ENGINEERS VICE	125mm										
3 Tier Tool Trolley	845 x 410 x 780mm										
<b>Total</b>		R	R	R	R	R	R	R	R	R	R
										3 year period Total	R

<b>Bench Grinder</b>		1															
Wheel dia. -	205mm x 19mm (8" x 3/4")																
Hole dia. -	15.88mm (5/8")																
Input -	220v																
Horse power -	550W																
No load speed -	2,850rpm (50Hz), 3,450rpm (60Hz)																
Dimensions -	395mm x 265mm x 333mm,																
Net weight -	0.5kg (45.1lbs)																
<b>Pedestal Drilling Machine</b>		1															
Drilling Capacity	13mm																
Spindle Stroke	50mm																
Spindle Taper	J6																
Distance from Column to Spindle	103mm																
Distance from Base to Spindle	419mm																
Distance from Spindle to Table	190mm																
Table Size	162mm x 162mm																
Tilt of Table	45 Deg																
Rotation of Table	360 Deg																
<b>Hand or Sack Truck</b>		1															
Closed height ...	730mm																
Extended height ...	1080mm																
Plate size ...	245 x 360mm																
Maximum capacity ...	90kg																
Unladen weight ...	6kg																
Heavy Duty Soft Grip Hacksaw Frame	300mm																
300mm Bi-Metal Hacksaw Blades	TPI 18,24,32																
3 piece Deburring and Chamfering	10.5mm																
<b>Tool Set</b>		1															
Mini Hook and Pick Set	4 piece																
Concertina Gzebos	3M x 3M																
Multi-Purpose Magnetic Holder	155 x 13 x 100mm																
Electricians Bolster with Hand Guard	225 x 60mm																
Point Chisel with Hand Guard	300 x 32mm																
Cold Chisels with Hand Guard	19 X 250MM																
<b>AND RELATED TOOLS AND MATERIAL</b>																	
		Total	R	R	R	R	R	R	R	R	R	R	R	R	R	R	
																3 year period Total	
																R	







<b>Demolition Bars</b>												
Chisel Point Crowbar	1.5M	1										
Pry Bar/Nail Puller	250mm	1										
Soft grip pry bar set	4 piece	1										
Heel Bar	450mm	1										
Wrecking Bars	450mm	1										
	600mm	1										
		1										
<b>Cordless Rotary Hammer</b>												
Cordless Rotary Hammer	18V SDS+											
Concrete	20mm											
Steel	13mm											
Wood	26mm											
No Load Speed	0-1,100r/min											
Blows per Minute	0-4,000											
Net Weight	3.5kg											
Include 2 Batteries 18V ( Li-Ion 6.0Ah (slide battery)) with fuel gauge and charger												
<b>Cordless Angle Drill</b>		1										
Voltage	18V 3.0Ah											
Capacity Steel:	10mm Wood: 25mm											
No load speed (r/min)	0-1,800r/min											
Dimensions (LxWxH)	314 x 79 x 115mm											
Include 2 Batteries 18V ( Li-Ion 6.0Ah (slide battery)) with fuel gauge and charger												
<b>Cordless Vacuum Cleaner</b>		1										
Max. Peak Air Flow	3.4m3/min											
Max. Sealed Suction	5.5kpa											
Recoverable Capacity Dust:	3.0L											
Net Weight	2.2kg											
Include 2 Batteries 18V ( Li-Ion 6.0Ah (slide battery)) with fuel gauge and charger												
<b>18V Cordless Impact Driver Drill</b>		1										
Voltage	18V 3.0Ah / 4.0Ah											
Capacity	Steel: 13mm Wood: 76mm Masonry: 16mm											
No load speed / Impacts per min, HI:	0-2,000r/min Lo: 0-400r/min / Hi:0-30,000 Lo: 0-6,000											
Max. fastening torque	Hard: 91N.m Soft: 58N.m											
Dimensions (LxWxH) / Net weight	225 x 79 x 259mm / 2.3kg											
Include 2 Batteries 18V ( Li-Ion 6.0Ah (slide battery)) with fuel gauge and charger												
Total		R	R	R	R	R	R	R	R	R	R	R
3 year period Total											R	



**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<sup>3</sup> in the enterprise, employed by the state?

YES  NO

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

Full Name	Identity Number	Name of State institution

<sup>(3)</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".  
For External Use

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 declare to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>4</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

<sup>4</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".  
For External Use



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 DECLARE 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.**

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.



## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

\_\_\_\_\_

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

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

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

**RESOLVED that:**

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

\_\_\_\_\_

(project description as per Tender Document)

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

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

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

and who will sign as follows:

\_\_\_\_\_

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



	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

**Note:**

1. \* Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Tendering 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 Tendering Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering 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 Tendering 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 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 Tender Document)

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

- 1 \*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.

- 2 The Enterprise accept 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.
- 3 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:

\_\_\_\_\_

\_\_\_\_\_ Postal Code \_\_\_\_\_





Postal Address:

\_\_\_\_\_

\_\_\_\_\_ Postal Code \_\_\_\_\_

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

The tendering 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 Tendering 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 Tendering Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering 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 Tendering 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-15.3: 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 tender 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:**

- A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Department of Public Works & Infrastructure in respect of the following project:

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

*(project description as per Tender Document)*

Tender Number: \_\_\_\_\_ *(tender number as per Tender Document)*



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

in \*his/her Capacity as: \_\_\_\_\_ (position in theEnterprise)

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

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the tender 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: \_\_\_\_\_

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



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

The tendering 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).



## DPW-16. TENDER BRIEFING MEETING CERTIFICATE

<b>Project title:</b>	<b>SUPPLY AND DELIVERY OF ELECTRICAL MATERIALS AND TOOLS FOR PERIOD OF 36 MONTHS</b>		
<b>Tender / Quotation no:</b>	<b>PT-23-018</b>	<b>Reference no:</b>	<b>2104</b>

**Date Bid Briefing Meeting:** N/A

**Time of Bid Briefing Meeting:** N/A

**Venue:** N/A

This is to certify that I, \_\_\_\_\_

representing

\_\_\_\_\_

attended the tender clarification meeting on: \_\_\_\_\_

I further certify that I am satisfied with the description of the work and explanations given at the tender clarification meeting and that I understand the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date



**DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS**

<b>Project title:</b>	<b>SUPPLY AND DELIVERY OF ELECTRICAL MATERIALS AND TOOLS FOR PERIOD OF 36 MONTHS</b>		
<b>Tender / Quotation no:</b>	<b>PT-23-018</b>	<b>Reference no:</b>	<b>2104</b>

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

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

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

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

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

# PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender Number: PT-23-018

Name of Tenderer .....

EME<sup>2</sup>  QSE<sup>3</sup>  Non EME/QSE (tick applicable box)

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

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in rural / under developed area/township	Indicate if military veteran
1.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

<sup>2</sup> EME: Exempted Micro Enterprise

<sup>3</sup> QSE: Qualifying Small Business Enterprise

**1. 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), the Preferential Procurement Regulations, 2022, 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

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



## DPW-09 PARTICULARS OF TENDERER'S PROJECTS

<b>Project title:</b>	SUPPLY AND DELIVERY OF ELECTRICAL MATERIALS AND TOOLS FOR PERIOD OF 36 MONTHS		
<b>Tender / Quotation no:</b>	PT-23-018	<b>Closing date:</b> Monday, 30 October 2023	<b>Time:</b> 11:00 AM

*Note: The Tenderer is required to furnish the following particulars and to attach additional pages if more space is required.*

### 1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

#### 1.1. Current projects

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Work stages completed	Work stages in progress
1.						
2.						
3.						
4.						
5.						
6.						
7.						

**1.2. Completed projects**

Projects completed in the last 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Date of appointment	Date of completion
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						

Name of Tenderer	Signature
	Date



## 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

### 1.2 Preference Points System to be applied

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price: Maximum 80 points

1.3.2 Specific Goals: Maximum 20 points

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

PREFERENCE POINTS SYSTEM	80/20
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and Specific Goals</b>	<b>100</b>

### 1.5 Breakdown Allocation of Specific Goals Points

1.5.1 For procurement transactions with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals as listed in the table below are applicable:

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people	10	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.</li> </ul>
2.	<b>Located</b> 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	<ul style="list-style-type: none"> <li>• Official Municipal Rates Statement which is in the name of the bidder. Or</li> <li>• Any Account or statement which is in the name of the Bidder. Or</li> <li>• Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or</li> </ul>



Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
			<ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by black women	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.</li> </ul>
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. and</li> <li>Medical Certificate indicating that the disability is permanent or</li> <li>South African Social Security Agency (SASSA) registration indicating that the disability is permanent Or</li> <li>National Council for Persons with Physical Disability in South Africa registration (NCPDOSA)</li> </ul>
5.	An EME or QSE or any entity which is at least 51% owned by black youth (	2	<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.</li> </ul>

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

- “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;
- “price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- “rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- “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
- “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:

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

Where

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

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

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

### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 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 1: Specific goals for the tender and points claimed are indicated per the table below.**

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE or any entity which is at least 51% owned by <b>Historically Disadvantaged Individuals (HDI)</b>	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	
3. An EME or QSE or any entity which is at least 51% owned by women	4	
4. An EME or QSE or any entity which is at least 51% owned by people with disability	2	
5. An EME or QSE or any entity which is at least 51% owned by youth.*	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.

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



## SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

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

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Construction Business:</b>	
<b>Definition of “Black People”</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p style="margin-left: 20px;">i. before 27 April 1994; or</p> <p style="margin-left: 20px;">ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</p>
<b>Definition of “Black Designated Groups”</b>	<p>“Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</p>





3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = \_\_\_\_\_%
- Black Disabled % = \_\_\_\_\_%
- Black Unemployed % = \_\_\_\_\_%
- Black People living in Rural areas % = \_\_\_\_\_%
- Black Military Veterans % = \_\_\_\_\_%

Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ the annual Total  
Date/ month /year

Revenue was R10, 000,000.00 (Ten Million Rands) or less

Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At Least 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp



## SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

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

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Construction Business:</b>	
<b>Definition of “Black People”</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p style="margin-left: 20px;">i. before 27 April 1994; or</p> <p style="margin-left: 20px;">ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</p>
<b>Definition of “Black Designated Groups”</b>	<p>“Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</p>



I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = \_\_\_\_\_%
- Black Disabled % = \_\_\_\_\_%
- Black Unemployed % = \_\_\_\_\_%
- Black People living in Rural areas % = \_\_\_\_\_%
- Black Military Veterans % = \_\_\_\_\_%

Based on the Audited Financial Statements/ Financial Statements and other information available on the latest financial year-end of \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Day/ month / year

(the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

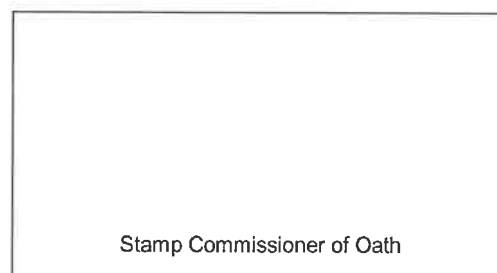
100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At Least 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	

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

Deponent Signature \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp





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

**BID NUMBER: PT-23-018**

**BID/ PROJECT DESCRIPTION: SUPPLY AND DELIVERY OF ELECTRICAL MATERIALS AND TOOLS FOR PERIOD OF 36 MONTHS**

### 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

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

## 4. Standards

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

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

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



supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

#### **6. Patent rights**

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

#### **7. Performance security**

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

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

## PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:			
Bid no:		Reference no:	

### INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

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<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

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**(Bid Number and Description)**

in response to the invitation for the bid made by:

---

**(Name of Institution)**

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

I certify, on behalf of: \_\_\_\_\_ that:

**(Name of Bidder)**

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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.

Name of Bidder	Signature	Date	Position

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





**public works  
& infrastructure**

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

**ADDITIONAL INFORMATION THAT MAY BE REQUIRED DURING THE BID EVALUATION:**

Legal Status of Tendering Entity: If the Tendering Entity is:	Documentation to be submitted with the tender, or which may be required during the bid evaluation:
a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
b. A profit company duly registered as a private company.  [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation – CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c. A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d. A profit company duly registered as a public company.	Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.
e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i the Founding Statement – CK1; and ii the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f. A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i such natural person/ sole proprietor, or each of the Partners to the Partnership.
g. A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.