

## PA-06.1: BID ADVERTISEMENT – TENDER BULLETIN FOR 80/20 POINT SCORING SYSTEM

Description:	Required at: (Town Name)	Bid No:	Advert & Closing:	Bids obtainable from:	Post or deliver bids to:				
<p>SERVICE DESCRIPTION: <b>MAINTENANCE AND REPAIRS FOR SANAE IV ANTARCTICA 2025/2026 VOYAGE: SUPPLY AND DELIVERY OF MECHANICAL MATERIALS</b></p> <p>This bid will be evaluated in terms of the 80/20 scoring system This bid includes functionality which will be scored out of 100. Bidders must obtain a minimum of to be considered for further evaluation (price and preference)</p> <table><tr><td>Price</td><td>80</td></tr><tr><td>Number of Points</td><td>20</td></tr></table> <p>Contact for Bid information:</p> <p><b>Name and Surname: Erika Ventura</b> <b>Tel no: : 021 402 2078</b> <b>Email: Erica.Ventura@dpw.gov.za</b></p> <p>Technical Enquiries: <b>Project Manager's Name and Surname:</b> <b>Ms. Mahlatse Maja</b> <b>Tel no: 021 402 2035</b> <b>Cell no: 077 601 2538</b> <b>Email: Mahlatse.Maja@dpw.gov.za</b></p>	Price	80	Number of Points	20	CAPE TOWN	600E/SN017	<p><b>Advert Date: 27 November 2025</b></p> <p><b>ClosingDate:03 DECEMBER 2025 at 11:00 am</b></p>	<p><a href="http://www.publicworks.gov.za/quotations.html">http://www.publicworks.gov.za/quotations.html</a></p>	<p>Hand delivery only.</p> <p>Reception area – ground floor at Customs House Building Cape Town.</p> <p>Quotations to be dropped in the Quotation box,</p>
Price	80								
Number of Points	20								



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

## QUOTATION DOCUMENT

**PROJECT DESCRIPTION: MAINTENANCE AND REPAIRS FOR SANAE IV  
ANTARCTICA 2025/2026 VOYAGE: SUPPLY AND DELIVERY OF MECHANICAL  
MATERIALS**

**BID NO:** 600E/SN017  
**Closing Date:** 03 DECEMBER 2025  
**Closing Time:** 11H00  
**Bid Briefing Meeting Date:** NONE  
**Bid Briefing Meeting time:** NONE

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

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

**Bid Box Address**  
Department of Public Works & Infrastructure  
Customs House Building  
Lower Heerengracht Street  
Cape Town  
8001

### SCM SPECIFIC ENQUIRIES:

Enquiries: **Erica Ventura**  
Tel No: **021 402 2078** during office hours Cell  
No: **N/A**  
Email Address: [Erica.Ventura@dpw.gov.za](mailto:Erica.Ventura@dpw.gov.za)

### TECHNICAL / PROJECT SPECIFIC ENQUIRIES

Enquiries: **Mahlatse Maja**  
Tel No: **021 402 2035** during office hours  
Cell No: **077 601 2538**  
Email Address: [Mahlatse.Maja@dpw.gov.za](mailto:Mahlatse.Maja@dpw.gov.za)

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- .....
- .....
- .....

## SPECIAL CONDITIONS / MANDATORY BID CONDITIONS

1. The forms in the Table of Contents and on the PA-03(GS): Notice and Invitation for Quotation should be properly completed and signed and returned on or before the due date and time.
2. **NB:** PA11: Bidder's Disclosure should be properly/duly completed, dated and signed. Bidders or any of its directors/trustees/shareholders / members/partners or any person having a controlling interest in the enterprise must disclose any interest in any other related enterprise, whether they are bidding for this contract.
3. The total offer on the pricing schedule must be carried over to the PA32 (Invitation to Bid) or the quote will be deemed as non-responsive and will not be evaluated further.
4. No late, incomplete or quotations with correctional fluid will be accepted.
5. Deposit your Quotation into the Quotation box on the Ground floor, Customs House, Lower Heerengracht, Cape Town.
6. Quotations are valid for 84 days.
7. The bidder must make provision for exchanges and or changes in sizes where applicable at no additional cost to the Department.
8. Failure to comply with product specifications and inability to meet delivery times will render the purchase order cancelled. If the bidder is a VAT

vendor /registered, the bidder is required to explicitly state the VAT amount.

9. Bidders must include VAT at 15% in their bid offers if VAT Vendor.
10. Resolution to sign/resolution of signatures is mandatory in the event where a delegation to sign the bid document to someone other than a director or member, or shareholder, and the signature of the delegated person must be appended in the signed resolution letter (where applicable).
11. If one or more bidders are equal in all respects, the award will be decided by drawing of lots.
12. Bidders must ensure that PA 32 is duly completed; failure to complete in full will result in elimination.

#### **OTHER BID CONDITIONS**

1. The Department reserves the right to negotiate the offer where it is found not to be market related.
2. All goods supplied must be approved by the South African Bureau of Standards (SABS) if applicable.
3. The Department reserves the right to request any additional information and/or samples of items quoted before mass production is undertaken at no cost to the Department if applicable.
4. Bidders should have an office/branch in the Western Cape
5. Bidders must be registered on the CSD, and tax matters should remain compliant throughout the procurement process.
6. Due to a high volume of quotations received, it is advisable to hand-deliver your quotation to ensure receipt thereof.
7. Technical enquiries must be directed to the Project Leader as indicated on the PA-03 (GS).
8. The Department will contract the successful bidder with an official order.
9. No work may commence without an official Departmental order.

## PA-03 (GS): NOTICE AND INVITATION FOR QUOTATION

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES BIDDERS FOR THE PROVISION OF THE BELOW GOODS AND SERVICES

Quotation description:	<b>MAINTENANCE AND REPAIRS FOR SANAE IV ANTARCTICA 2025/2026 VOYAGE: SUPPLY AND DELIVERY OF MECHANICAL MATERIALS</b>		
Quote no:	600E/SN017	Closing date:	03 DECEMBER 2025
Closing time:	11:00AM	Validity period:	84 days

### 1. RESPONSIVENESS CRITERIA

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

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required
4	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
5	<input checked="" type="checkbox"/>	Submission of PA-32: Invitation to Bid
6	<input type="checkbox"/>	Submission of record of attending compulsory briefing session. <b>N/A</b>
7	<input type="checkbox"/>	Registration on National Treasury's Central Supplier Database.
8	<input checked="" type="checkbox"/>	<b>The grand total on the pricing schedule must be carried over to the PA-32, failure to do so will result in the quotation being disqualified.</b>
9	<input checked="" type="checkbox"/>	<b>Resolution to sign/resolution of signatures is mandatory in the event where a delegation to sign the bid document to someone other than a director or member or shareholder (where applicable).</b>
10	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>
11	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>
12	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>

1.2. 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 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 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>Submission of a fully completed pricing schedule.</b>
8	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>
9	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>
10	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>

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

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

## **2. 80/20 POINTS SCORING SYSTEM WILL BE APPLICABLE FOR THIS BID**

## **3. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS**

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

**Table 1**

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

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

#### 4. COLLECTION OF QUOTATION DOCUMENTS:

All quotations must be completed on the official forms provided with this invitation and completed in ink, preferably black. Completed forms must be delivered to the Department of Public Works and Infrastructure at the following address or email below.

This quotation is subject to the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract. Attached Terms and Conditions should be signed and submitted with the official documents.

The taxes of the successful service provider must be in order, or satisfactory arrangements must be made with the Receiver of Revenue to meet the bidder's tax obligations.

☐ Quotation documents may be collected during working hours on **N/A** at the following address **N/A N/A**.

☐ A **select** pre-bid meeting with representatives of the Department of Public Works and Infrastructure will take place at **N/A** on **N/A** starting at **N/A**.

## 5. ENQUIRIES

5.1. Technical enquiries may be addressed to:

<b>DPWI Project Manager</b>	Mahlatse Maja	<b>Telephone no:</b>	021 402 2035
<b>Cellular phone no</b>	0776012537	<b>Fax no:</b>	N/A
<b>E-mail</b>	Mahlatse.Maja@dpw.gov.za		

5.2. SCM enquiries may be addressed to:

<b>SCM Official</b>	Erica Ventura	<b>Telephone no:</b>	021 402 2078
<b>Cellular phone no</b>	N/A	<b>Fax no:</b>	N/A
<b>E-mail</b>	Erica.Ventura@dpw.gov.za		

## 6. DEPOSIT / RETURN OF BID DOCUMENTS:

The closing time for receipt of quotation is **11H00** on **03 DECEMBER 2025**.

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

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

All bids must be submitted on the official forms – (not to be re-typed)

<p><b>QUOTATION DOCUMENTS MAY BE DROPPED AT:</b></p> <p><i>Quotation Box Department of Public Works &amp; Infrastructure Customs House Building Lower Heerengracht Street Cape Town 8001</i></p> <p><b>OR</b></p> <p><b>QUOTATION DOCUMENTS MAY BE POSTED TO :</b> <i>N/A</i></p>	OR	<p><b>QUOTATION DOCUMENT MAY BE EMAILED TO:</b></p> <p><i>N/A</i></p>
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Invitation to Bid: PA-32

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

<b>YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	600E/SN017	CLOSING DATE:	03 DECEMBER 2025	CLOSING TIME:	11:00AM
DESCRIPTION	<b>MAINTENANCE AND REPAIRS FOR SANAE IV ANTARCTICA 2025/2026 VOYAGE: SUPPLY AND DELIVERY OF MECHANICAL MATERIALS</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Public Works & Infrastructure Customs House Building Lower Heerengracht Street Cape Town 8001					
OR POSTED TO:					
N/A					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:			
		<input type="checkbox"/> Yes <input type="checkbox"/> No		OR CSD No: <input type="checkbox"/> Yes <input type="checkbox"/> No	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		[IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? [IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER				DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED				TOTAL BID PRICE ('ALL APPLICABLE TAXES)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

## Invitation to Bid: PA-32

### PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION, NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION, NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
<p><b>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.</b></p>	

**Note Well:**

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

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



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## PRICING SCHEDULE

DESCRIPTION (SUPPLY & DELIVERY)	QUANTIT Y	UNIT PRICE (per one item / each) <u>EXCLUDING</u> VAT	TOTAL UNIT PRICE FOR THE FULL QUANTITY REQUIRED <u>EXCLUDING VAT</u>
<b>ANTARCTICA RESEARCH BASE: MAINTENANCE AND REPAIRS FOR SANAE IV ANTARCTICA 2025/2026 VOYAGE: SUPPLY AND DELIVERY OF MECHANICAL MATERIALS. DELIVERY TO CUSTOMS HOUSE SANAE STORES BEHIND THE CONVENTION CENTRE FORESHORE CAPE TOWN.</b>			
<b>EXAMPLE:</b> (Quantity multiplied by the unit price to get total unit price excluding VAT)  <b>BLACK PENS</b>	<b>6</b>	<b>R2.00 Each EXCLUDING VAT</b>	<b>R12.00 EXCLUDING VAT</b>
<b>REPLACEMENT OF LOWLY LINE TO BASE:</b>			
<b>PIPES:</b>			
Stainless Steel Pipe 316L - 6m x 90mm x 3mm thickness (per length)	6	R	R
<b>Flange: BS10 T/D S/O F/F3" A182 F316L, Pipe Dia 91.10mm, FOD 183.93MM, BCD 148.01MM</b>			
<b>Flanges:</b>			
Stainless Steel Weld on Flanges 316L thickness 10mm.			
90mm Stainless Steel slip and (weld) on flanges Standard (Table 1600 90mm hole flange) (4-hole flange for bolts 16mm hole size) (For Water line pipes) (EACH)	20	R	R
Gaskets ready-made Velamoid Gaskets for 90mm Stainless Steel slip and (weld) on flanges Standard (Table 1600 90mm hole flange) (4-hole flange 16mm hole size) (For water line pipes) (Gasket thickness 3mm) (EACH)	70	R	R
Gaskets ready-made Velamoid Gaskets for 90mm Stainless Steel slip and (weld) on flanges Standard (Table 1600 90mm hole flange) (4-hole flange 16mm hole size) (For water line pipes) (Gasket thickness 4mm) (EACH)	70	R	R
Gaskets ready-made Neoprene Rubber Gasket for 90mm Stainless Steel slip and (weld) on flanges Standard (Table 1600 90mm hole flange) (4-hole flange 16mm hole size) (For water line pipes) (Gasket thickness 3mm) (EACH)	70	R	R
Gaskets ready-made Neoprene Rubber Gasket for 90mm Stainless Steel slip and (weld) on flanges Standard (Table 1600 90mm hole flange) (4-hole flange 16mm hole size) (For	70	R	R



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water line pipes) (Gasket thickness 4mm) (EACH)			
Stainless Steel Bolts 15mm x 60mm (Fully Threaded) (100 in Box)	2	R	R
Stainless Steel Nuts 15mm (100 in Box)	2	R	R
Stainless Steel Washers 15mm (100 in Box)	3	R	R
Lagging and Cladding for the stainless pipe diameter 90mm outside diameter. +/- 1,5m standard lengths of lagging and cladding for water pipes. (Per length) (Metal casing on the outside) Weather conditions: Very Strong winds, Strong snowstorms (Antarctica) (Sample available)	50 Lengths	R	R
Heavy-Duty Stainless-Steel Cable Ties (to accommodate the pipe lagging) Ball Lock Type (Coated) 9.5 X 250 mm. Per pack of 100	4	R	R
Heavy-Duty Stainless-Steel Cable Ties (to accommodate the pipe lagging) Ladder Type (Coated) 12 X 250 mm. Per pack of 100	4	R	R
Heavy-Duty Stainless-Steel Cable Theft Strapping Band it (to accommodate the pipe lagging) 19 X 500 mm. Per pack of 100	4	R	R
Ultra Lock Buckle 19mm Band it. packet of 100	4	R	R
Ultra Lock Tool Band It (18 Volt) (For clamp installation))	2	R	R
Stainless Steel Pipe 316L Bends 90mm to fit on the 90mm hole flange	4	R	R
Stainless Steel Pipe 316L Elbows 90mm to fit on the 90mm hole flange	4	R	R
Lagging and Cladding for the Stainless-Steel Bends 90mm diameter	10	R	R
Lagging and Cladding or the Stainless-Steel Elbows 90mm diameter	10	R	R
Lagging and Cladding for the Stainless-Steel slip and (weld) on flanges	40	R	R
Gaskets ready-made Rubber Insurgent Gaskets for 90mm Stainless Steel slip and (weld) on flanges Standard (Table 1600 90mm hole flange) (4-hole flange 16mm hole size) (For water line pipes) (Gasket thickness 3mm) (EACH)	70	R	R
Gaskets ready-made Rubber Insurgent Gaskets for 90mm Stainless Steel slip and (weld) on flanges Standard (Table 1600 90mm hole flange) (4-hole flange 16mm hole size) (For water line pipes) (Gasket thickness 4mm) (EACH)	70	R	R



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Pictures are available

**Gaskets for dry elements flanges (Ready-made gaskets)**

OD – 150mm  
ID of hole of gasket – 50mm / (2" inch)  
4 holes gasket for bolts  
4 holes gasket hole size 17mm

Gaskets ready-made Velamoid Gaskets (Gasket thickness 2mm)	60	R	R
Gaskets ready-made Velamoid Gaskets (Gasket thickness 3mm)	60	R	R
Gaskets ready-made Neoprene Rubber Gasket (Gasket thickness 2mm)	60	R	R
Gaskets ready-made Neoprene Rubber Gasket (Gasket thickness 3mm)	60	R	R
Stainless steel metal plate sheeting (Per sheet) 2.450mm x 1.225mm x1mm	2	R	R
<b><u>Chemical Anchoring Injection System Polyester Styrene Free</u></b> CPE 300 SF 300ml Cartridge QTY: 15 Cartridges (per box)	1	R	R
READY MADE FLANGE NEOPRENE RUBBER GASKETS 3mm THICK: FOD=185mm, BCD=145, 4 X M16 HOLES	40	R	R
READY MADE FLANGE NEOPRENE RUBBER GASKETS 3mm THICK: FOD=165mm, BCD=125, 4 X M16 HOLES	40	R	R
READY MADE FLANGE NEOPRENE RUBBER GASKETS 3mm THICK: FOD=150mm, BCD=115, 4 X M 16 HOLES	40	R	R
READY MADE FLANGE NEOPRENE RUBBER GASKETS 3mm THICK: FOD=140mm, BCD=110, 4 X M12 HOLES	40	R	R
READY MADE FLANGE VELAMOID GASKETS 3mm THICK: FOD=185mm, BCD=145, 4 X M16 HOLES	40	R	R
READY MADE FLANGE VELAMOID GASKETS 3mm THICK: FOD=165mm, BCD=125, 4 X M16 HOLES	40	R	R
READY MADE FLANGE VELAMOID GASKETS 3mm THICK: FOD=150mm, BCD=115, 4 X M 16 HOLES	40	R	R
READY MADE FLANGE VELAMOID GASKETS 3mm THICK: FOD=140mm, BCD=110, 4 X M12 HOLES	40	R	R
READY MADE FLANGE RUBBER INSURGENT GASKETS 3mm THICK: FOD=185mm, BCD=145, 4 X M16 HOLES	40	R	R
READY MADE FLANGE RUBBER INSURGENT GASKETS 3mm THICK: FOD=165mm, BCD=125, 4 X M16 HOLES	40	R	R



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READY MADE FLANGE RUBBER INSURGENT GASKETS 3mm THICK: FOD=150mm, BCD=115, 4 X M 16 HOLES	40	R	R
READY MADE FLANGE RUBBER INSURGENT GASKETS 3mm THICK: FOD=140mm, BCD=110, 4 X M12 HOLES	40	R	R
Stainless Steel Bolts 16mm x 60mm (Fully Threaded) (Per 100 Bolts in Box)	1	R	R
Stainless Steel Nuts 16mm (Per 100 in Box)	1	R	R
Stainless Steel Washers 16mm (Per 100 in Box)	2	R	R
Hand cleaner smooth pumice plus 1kg (12 in a box)	2	R	R
Hand cleaner, rough grime go 1kg (12 in a box)	2	R	R
Q-20 multi-purpose lubricant spray 300ml (12 in a box)	2	R	R
Miracle tool 500ml aerosol Can (12 in a box)	2	R	R
Nutcracker 500ml aerosol Can (12 in a box)	2	R	R
Cool-cut 500ml Can (12 in a box)	1	R	R
Super Pine (Per 5 Liter)	5	R	R
A.S.A.P. Cleaning Solvent / Degreaser / 5 Liter	5	R	R
Odorless Motor Cleaner / 5 Liter	5	R	R
Clothes & Rags (Per 5Kg Bag)	20	R	R
Copper Slip (Per Box) (12 in a box)	1	R	R
Stag Paste (Per Box) (12 in a box)	1	R	R
Thread Tape 19mm x 40m (pack of 10)	5	R	R
Buff Tape 50mm x 30m Roll (pack of 10)	4	R	R
Hazard Tape Roll (per roll)	4	R	R
Pratley Insolation Tape Black 20m x 19mm x 0.2mm (pack of 10)	3	R	R
Pratley Insolation Tape Red 20m x 19mm x 0.2mm (pack of 10)	3	R	R
Pratley Insolation Tape Blue 20m x 19mm x 0.2mm (pack of 10)	3	R	R
Pratley Insolation Tape White 20m x 19mm x 0.2mm (pack of 10)	3	R	R
Pratley Insolation Tape Green 20m x 19mm x 0.2mm (pack of 10)	3	R	R
Pratley Insolation Tape Yellow 20m x 19mm x 0.2mm (pack of 10)	3	R	R
Hacksaw Blades 18 teeth / Pack of (10)	3	R	R
Hacksaw Blades 24 teeth / Pack of (10)	3	R	R
Hacksaw Blades 32 teeth / Pack of (10)	3	R	R
Silicone spray 500ml aerosol can (12 in a box)	2	R	R
Electrical A.S.A.P. 500ml Aerosol Can (12 in a box)	2	R	R



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Start Up 300ml Aerosol Can (Per Box) (12 in a box)	1	R	R
Flaw & Crack detector-developer 500ml Aerosol Can (Box of 12)	1	R	R
Rapid Start 300ml AEROSOL CAN (12 in a box)	2	R	R
Bubble Wrap (Rolls)	2	R	R
Aluminum Foil Tape 40mm (pack of 10)	3	R	R
Hose Clamps: Worm-drive, 70 – 95mm	20	R	R
Hose Clamps: Worm-drive, 108 – 132mm	20	R	R
Hose Clamps: Worm-drive, 100 – 120mm	20	R	R
Hose Clamps: Worm-drive, 46 – 70mm	20	R	R
Hose Clamps: Worm-drive, 21 – 44mm	20	R	R
Cold water filter bags (50 filters per box) PO-5-P02E/30171	4	R	R
Dust Masks Mold Respirator FFP1 (20 masks per box)	10	R	R
2.0mm High Speed Steel drill bits (per packet of 5)	3	R	R
2.5mm High Speed Steel drill bits (per packet of 5)	3	R	R
3.0mm High Speed Steel drill bits (per packet of 5)	3	R	R
3.5mm High Speed Steel drill bits (per packet of 5)	3	R	R
4.0mm High Speed Steel drill bits (per packet of 5)	3	R	R
4.5mm High Speed Steel drill bits (per packet of 5)	3	R	R
5.0mm High Speed Steel drill bits (per packet of 5)	3	R	R
5.5mm High Speed Steel drill bits (per packet of 5)	3	R	R
6.0mm High Speed Steel drill bits (per packet of 5)	3	R	R
6.5mm High Speed Steel Drill Bits (PER PACKET of 5)	3	R	R
7mm High Speed Steel Drill Bits (PER PACKET of 5)	3	R	R
8mm High Speed Steel Drill Bits (PER PACKET of 5)	3	R	R
9mm High Speed Steel Drill Bits (PER PACKET of 5)	2	R	R
10mm High Speed Steel Drill Bits (PER PACKET of 5)	2	R	R
11mm High Speed Steel Drill Bits (PER PACKET of 5)	2	R	R
12mm High Speed Steel Drill Bits (PER PACKET of 5)	2	R	R
13mm High Speed Steel Drill Bits (PER PACKET of 5)	2	R	R
14mm High Speed Steel Drill Bits (PER PACKET of 5)	2	R	R
Stainless Steel Cutting discs 115m/m x 1m/m (Packs of 10)	5	R	R
Stainless Steel Cutting discs 115m/m x 2.5m/m (Packs of 10)	5	R	R
Grinding Floppy Discs 115m/m Grade 60 (Packs of 10)	3	R	R
Grinding Floppy Discs 115m/m Grade 80 (Packs of 10)	3	R	R
Welding Rods Mild Steel Vitamex 2.5m/m (5kg) (Per Box)	3	R	R
Welding Rods Stainless Steel 316L 2.5m/m (5kg) (Per Box)	6	R	R
Welding Rods Low Hydrogen 2.5m/m (5kg) (Per Box)	5	R	R
Stainless Wire Brushes with plastic handles	2	R	R
Chipping Hammers	2	R	R
Boiler Marker White Chalk (Per Box) (144 sticks per box)	1	R	R



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Pipe Thread cutting oil (PER 5LITRE)	2	R	R
Fan Belt FCU 10X1090 Lp	10	R	R
Fan Belt FCU 10X1220 Lp	10	R	R
Fan Belt FCU 13X1150 Lp	10	R	R
Fan Belt FCU 13X1180 Lp	10	R	R
Fan Belt FCU 13X1250 SPA	10	R	R
Fan belt FCU 10X1180 Lp	10	R	R
Stainless Steel Threaded Round Bar 6mm (Per Meter)	5	R	R
Stainless Steel Threaded Round Bar 8mm (Per Meter)	5	R	R
Stainless Steel Threaded Round Bar 10mm (Per Meter)	5	R	R
Stainless Steel Threaded Round Bar 12mm (Per Meter)	5	R	R
Stainless Steel Threaded Round Bar 14mm (Per Meter)	5	R	R
Stainless Steel Nuts 6mm (Per Pack of 100)	1	R	R
Stainless Steel Nuts 8mm (Per Pack of 100)	1	R	R
Stainless Steel Nuts 10mm (Per Pack of 100)	1	R	R
Stainless Steel Nuts 12mm (Per Pack of 100)	1	R	R
Stainless Steel Nuts 14mm (Per Pack of 100)	1	R	R
Stainless Steel Washers 6mm (Per Pack of 100)	2	R	R
Stainless Steel Washers 8mm (Per Pack of 100)	2	R	R
Stainless Steel Washers 10mm (Per Pack of 100)	2	R	R
Stainless Steel Washers 12mm (Per Pack of 100)	2	R	R
Stainless Steel Washers 14mm (Per Pack of 100)	2	R	R
Stainless Steel D-Shackles Long 6mm	20	R	R
Stainless Steel D-Shackles Long 8mm	30	R	R
Stainless Steel D-Shackles Long 12mm	20	R	R
Stainless Steel D-Shackles Long 14mm	20	R	R
Stainless Steel U-Shackles Long 6mm	20	R	R
Stainless Steel U-Shackles Long 8mm	30	R	R
Stainless Steel U-Shackles Long 12mm	20	R	R
Stainless Steel U-Shackles Long 14mm	20	R	R
Stainless Steel Cable Eyes Thimbles for 6mm cable	20	R	R
Stainless Steel Cable Eyes Thimbles for 8mm cable	30	R	R
Stainless Steel Cable Eyes Thimbles for 12mm cable	20	R	R
Stainless Steel Cable Eyes Thimbles for 14mm cable	20	R	R
Stainless Steel Crosby U- Clamps 6mm	20	R	R
Stainless Steel Crosby U- Clamps 8mm	30	R	R
Stainless Steel Crosby U- Clamps 12mm	20	R	R
Stainless Steel Crosby U- Clamps 14mm	20	R	R
Stainless Steel Turnbuckle Tensioners Eye to Eye 4mm	20	R	R
Stainless Steel Turnbuckle Tensioners Eye to Eye 6mm	20	R	R
Stainless Steel Turnbuckle Tensioners Eye to Eye 8mm	30	R	R



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Stainless Steel Turnbuckle Tensioners Eye to Eye 10mm	20	R	R
Stainless Steel Turnbuckle Tensioners Eye to Eye 12mm	20	R	R
Stainless Steel Turnbuckle Tensioners Eye to Eye 14mm	20	R	R
Stainless Steel Turnbuckle Tensioners Hook to Eye 4mm	20	R	R
Stainless Steel Turnbuckle Tensioners Hook to Eye 6mm	20	R	R
Stainless Steel Turnbuckle Tensioners Hook to Eye 8mm	30	R	R
Stainless Steel Turnbuckle Tensioners Hook to Eye 10mm	20	R	R
Stainless Steel Turnbuckle Tensioners Hook to Eye 12mm	20	R	R
Stainless Steel Turnbuckle Tensioners Hook to Eye 14mm	20	R	R
Air Filter 590x590x50mm (Needed for heat dump)	10	R	R
Welding Helmets Self Darkening	2	R	R
Skull Caps (Each)	4	R	R
Scale Pallet Jacks 2Tons (3-Wheeler)	1	R	R
Spades Flat Plated (Each)	2	R	R
Spades Half Round (Scoop) (Each)	2	R	R
Webbing Slings 3Ton x 2.5m Long (Per pairs)	2	R	R
Blind Rivets Domed Head 3.2mm x 10mm (Per Pack of 50)	6	R	R
Blind Rivets Domed Head 4.8mm x 10mm (Per Pack of 50)	6	R	R
HSS DRILL BIT Double Ended 3.2 mm	10	R	R
HSS DRILL BIT Double Ended 5.0 mm	10	R	R
HSS DRILL BIT DOUBLE ENDED 6.0mm	10	R	R
Stainless Steel Bolts 6mm x 60mm	100	R	R
Stainless Steel Bolts 8mm x 60mm	100	R	R
Stainless Steel Bolts 10mm x 60mm	100	R	R
Stainless Steel Bolts 12mm x 60mm	100	R	R
Stainless Steel Bolts 14mm x 60mm	100	R	R
Stainless Steel Nuts 6mm	100	R	R
Stainless Steel Nuts 8mm	100	R	R
Stainless Steel Nuts 10mm	100	R	R
Stainless Steel Nuts 12mm	100	R	R
Stainless Steel Nuts 14mm	100	R	R
Stainless Steel Washers 6mm	200	R	R
Stainless Steel Washers 8mm	200	R	R
Stainless Steel Washers 10mm	200	R	R
Stainless Steel Washers 12mm	200	R	R
Stainless Steel Washers 14mm	200	R	R
Stainless Steel Pipe 316L Sockets 15mm (each)	20	R	R
Stainless Steel Pipe 316L Sockets 22mm (each)	20	R	R
Stainless Steel Pipe 316L Sockets 25mm (each)	20	R	R
Stainless Steel Pipe 316L Sockets 32mm (each)	20	R	R
Stainless Steel Pipe 316L Sockets 40mm (each)	20	R	R



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Stainless Steel Pipe 316L Sockets 50mm (each)	20	R	R
Stainless Steel Pipe 316L Sockets 63mm (each)	10	R	R
Stainless Steel Pipe 316L Sockets 75mm (each)	15	R	R
Stainless Steel Pipe 316L Nipples 15mm (each)	20	R	R
Stainless Steel Pipe 316L Nipples 22mm (each)	20	R	R
Stainless Steel Pipe 316L Nipples 25mm (each)	20	R	R
Stainless Steel Pipe 316L Nipples 32mm (each)	20	R	R
Stainless Steel Pipe 316L Nipples 40mm (each)	20	R	R
Stainless Steel Pipe 316L Nipples 50mm (each)	20	R	R
Stainless Steel Pipe 316L Nipples 63mm (each)	10	R	R
Stainless Steel Pipe 316L Nipples 75mm (each)	15	R	R
Stainless Steel Pipe 316L Unions 15mm (each)	20	R	R
Stainless Steel Pipe 316 Unions 22mm (each)	20	R	R
Stainless Steel Pipe 316L Unions 25mm (each)	20	R	R
Stainless Steel Pipe 316L Unions 32mm (each)	20	R	R
Stainless Steel Pipe 316L Unions 40mm (each)	20	R	R
Stainless Steel Pipe 316L Unions 50mm (each)	20	R	R
Stainless Steel Pipe 316L Unions 63mm (each)	10	R	R
Stainless Steel Pipe 316L Unions 75mm (each)	15	R	R
Stainless Steel Pipe 316L Tee's 15mm (each)	20	R	R
Stainless Steel Pipe 316L Tee's 22mm (each)	20	R	R
Stainless Steel Pipe 316L Tee's 25mm (each)	20	R	R
Stainless Steel Pipe 316L Tee's 32mm (each)	20	R	R
Stainless Steel Pipe 316L Tee's 40mm (each)	20	R	R
Stainless Steel Pipe 316L Tee's 50mm (each)	20	R	R
Stainless Steel Pipe 316L Tee's 63mm (each)	10	R	R
Stainless Steel Pipe 316L Tee's 75mm (each)	10	R	R
Stainless Steel Pipe 316L 90° Bends 15mm (each)	20	R	R
Stainless Steel Pipe 316L 90° Bends 22mm (each)	20	R	R
Stainless Steel Pipe 316L 90° Bends 25mm (each)	20	R	R
Stainless Steel Pipe 316L 90° Bends 32mm (each)	20	R	R
Stainless Steel Pipe 316L 90° Bends 40mm (each)	20	R	R
Stainless Steel Pipe 316L 90° Bends 50mm (each)	20	R	R
Stainless Steel Pipe 316L 90° Bends 63mm (each)	10	R	R
Stainless Steel Pipe 316L 90° Bends 75mm (each)	10	R	R
Stainless Steel Pipe (76mm X 6m) wall Thickness 3mm	6	R	R
Stainless Steel Pipe (26mm X 6m) wall Thickness 3mm	6	R	R
Copper Pipe (76mm X 6m) wall Thickness 1.2mm	6	R	R
Copper Pipe (54mm X 6m) wall Thickness 1.2mm	6	R	R
Brazing Rods (Per Box) Standard size	10	R	R
Brazing Flux 500g	3	R	R



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Brass Gate Valves ¼ inch	10	R	R
Brass Gate Valves ½ inch	10	R	R
Brass Gate Valves ¾ inch	10	R	R
Brass Gate Valves 1 inch	10	R	R
Brass Gate Valves 1 ½ inch	10	R	R
Brass Gate Valves 2 inch	10	R	R
Brass Gate Valves 2 ½ inch	20	R	R
Brass Gate Valves 3 inch	10	R	R
Ball Valves ¼ inch	10	R	R
Ball Valves ½ inch	10	R	R
Ball Valves ¾ inch	10	R	R
Ball Valves 1 inch	10	R	R
Ball Valves 1 ½ inch	10	R	R
Ball Valves 2 inch	10	R	R
Ball Valves 2 ½ inch	20	R	R
Ball Valves 3 inch	10	R	R
<b>SNOW SMELTER:</b>			
Refix bladder tank, 8 liters, 16 bar (refix dd 8)	6	R	R
Cold Water Filter Bags PO-5-P02E/30171(50 filters per box)	3	R	R
Cold Water Filter Bags PO-20-PO2E (50 filters per box)	3	R	R
Strainer, dn80 pn16 (for water)	10	R	R
Stainless Steel Submersible Pump, 0.25KW, 20L/MIN, 9m Hmax (P/N:1711103200)	3	R	R
Water Hose Pipe, Expandable Resistant to Cracking, +30 Meters in Length (TBC)(Water Hose Pipe to Fit the outlet of the ebara submersible pump)	3	R	R
Hydrovac/water filtration vacuum cleaner 1.5Kw	2	R	R
Stainless steel nipples to fit on the outlet of the submersible pumps	6	R	R
Johnson controls: Electric valve actuator va7820-gga-11	12	R	R
<b>FCUs. PLANT ROOM. WASTE ROOM:</b>			
FAN COIL UNIT V- BELTS A48 13X1250Lp-1220Li M	10	R	R
FAN COIL UNIT V- BELTS A45 13X1180Lp-1150Li M	20	R	R
PRESSURE TANK: 10 BAR, 24 LITRE MODEL: PEB-24LX, GLOBAL WATER SOLUTIONS LTD	3	R	R
Jig Saw Blades Steel Cutting (5 Blades Per Pack)	5	R	R
Ratchet Straps: 41KN LC, +-9m Length (Per Pair)	4	R	R
Steel Wire Rope: 13MM, 1.7ton WLL, 1 LEG	10	R	R
Steel Wire Rope: 14MM, 2.5ton WLL, 1 LEG	10	R	R



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**Blucher Wastewater Stainless/S Adaptors:**

50mm (OD) Adaptor	10	R	R
75mm (OD) Adaptor	10	R	R
75/50mm (OD)Reducers	10	R	R
Blutcher Stainless/S wastewater tubes (Pipes) Standard length	10	R	R
Fulcrum Dry Break Adaptor (Male and Female) Per pair (AV-Haurell Coupling) pictures available	2	R	R
12V DIESEL PUMP KIT Made in Italy (50L/MIN) CODE 102.320/FC 01605400B 24V WEEK 45/19  PIUSI LN1535493 F00226380 YEAR 2019 BATTERY KL 3000 24V Made in Italy IN LINEA ¾  24V DC 310W 2600RPM 0,3 BAR 30MIN DUTY CYCLE 13A Only for use with diesel fuel  Complete PIUSI 12V DIESEL PUMP KIT with all fitting attachments and flexible rubber pipes (hoses) for the pump	2 Kits	R	R
Hydrometers for testing of batteries	2	R	R
Premium Rotary Hand Fuel Transfer Pump (Complete dispensing kit)	2	R	R
<b><u>U shaped brackets galvanized for supporting water line:</u></b>			
Made from flat bar W-40mm, T-6mm Inside W - 165mm Height H - 155mm Outside W – 265mm Hole size on bracket for bolts – 10mm Pictures are available of the U-shaped brackets	30	R	R
Gasket Maker RTV Silicone Grey in 90ml tubes	10	R	R
<b>SUBTOTAL:</b>			R



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VAT 15% (If VAT Vendor)	R
TOTAL OFFER (TO BE CARRIED OVER TO THE PA32)	R



The total offer on this pricing schedule must be carried over to PA-32 (Invitation to Bid), or the quote will be deemed non-responsive and will not be evaluated further



In the event that there are arithmetical errors, i.e. imbalanced rates, the bidder will be given an opportunity to rectify these errors within the stipulated period provided by the Department. However, in the process of correcting the errors, **the total offer carried over to the PA32 will not change.**



The request will be a once-off opportunity. Failure to rectify the errors within the stipulated time/period will result in the quotation being disqualified for calculation error(s).



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## **TERMS OF REFERENCE/ SPECIFICATIONS/NOTES**

1. COVID 19 Protocol (Rules and regulations) to be adhered to at all times.
2. Please fill in ALL the prices.
3. No late deliveries will be accepted. All deliveries should be delivered between the date of order number until 10/12/2025 to facilitate Cargo Clearance Procedures, unless written permission was sought from the relevant Team Leader.  
(Approximate Departure Date: 15/12/2025.
4. If written permission was not approved by the relevant Team leader, all late deliveries will be removed from DPWI premises, at no cost to the Department.
5. Any item delivered incorrectly will be changed on the Suppliers cost and delivered within 24 Hours at no cost to the Department.
7. The quantity of tools, machinery and equipment procured might vary from the listed quantities, on the RFQ, however the unit rate will be fixed for the duration of the contract.

## PA-11: BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

**YES / NO**

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

Full Name	Identity Number	Name of State institution

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

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

**YES / NO**

2.2.1 If so, furnish particulars:

.....  
.....

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

**YES / NO**

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

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

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



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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

This form has been aligned with SBD4

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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2 **Preference Points System to be applied**

*(tick whichever is applicable).*

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

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

1.3.1 **Price; and**

1.3.2 **Specific Goals**

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

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

## 1.5 Breakdown Allocation of Specific Goals Points



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

**Table 1**

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

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



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

**Table 2**

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

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

☐

5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"><li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li></ul>
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**1.5.3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 3 below are applicable.**

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

**Table 3**

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

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

**Black people** mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

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

## 2. DEFINITIONS

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

competitive tendering process or any other method envisaged in legislation;

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

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

#### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

☐ State Owned Company  
[TICK APPLICABLE BOX]

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

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

## PA-40: DECLARATION OF DESIGNATED GROUPS

Tender no: 600E/SN017

Name of Tenderer .....

☐ EME<sup>1</sup>
☐ QSE<sup>2</sup>
☐ Non EME/QSE (tick applicable box)

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

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

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

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

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

## PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no:

### 2. DECLARATION:

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

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

Signed by the Tenderer

Name of representative	Signature	Date

PA-10: General Conditions of Contract (GCC)

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

### NOTES:

The purpose of this document is to:

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

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

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

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

### General Conditions of Contract

#### 1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

#### 2. Application

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

#### 3. General

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

#### 4. Standards

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

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

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

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

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

#### 6. Patent rights

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

#### 7. Performance security

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

#### 8. Inspections, tests and analyses

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

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

#### 9. Packing

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

#### 10. Delivery and documents

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

#### 11. Insurance

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

#### 12. Transportation

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

#### 13. Incidental services

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

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

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

#### 14. Spare parts

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

#### 15. Warranty

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

#### 16. Payment

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

#### 17. Prices

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

### 18. Contract amendments

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

### 19. Assignment

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

### 20. Subcontracts

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

### 21. Delays in the supplier's performance

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

### 22. Penalties

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

### 23. Termination for default

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

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- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period of not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which the first-mentioned person, is or was in the opinion of the Accounting Officer/ Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish The National Treasury, with the following information:
- i) The name and address of the supplier and/or person restricted by the purchaser;
  - ii) The date of commencement of the restriction
  - iii) The period of the restriction; and
  - iv) The reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than ten years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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

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

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### 25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

### 26. Termination for insolvency

- 26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

### 27. Settlement of Disputes

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

### 28. Limitation of Liability

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

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### 29. Governing language

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

### 30. Applicable law

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

### 31. Notices

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

### 32. Taxes and duties

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

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

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

### 34. Prohibition of Restrictive Practices

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

Name of Bidder	Signature	Date