



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

QUOTATION DOCUMENT

PROJECT DESCRIPTION: REPAIR MAINTANANCE OF WATER PURIFICATION PLANT FOR 6 MONTHS AS PER SANS/SABS AND OEM SPECIFICATIONS, SERVICES AND CHEMICALS FOR A WATER PURIFICATION PLANT.

BID NO: ID-3281871/PTQ26/291

Closing Date: 11 September 2026
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
AVN Building
Corner Thabo Sehume & Nana Sita Street
Pretoria
0001

SCM SPECIFIC ENQUIRIES:

Enquires: **Joseph Nyalunga**
Tel No: **Landline number** during office hours
Cell No: **cell number**
Email Address: Joseph.nyalunga@dpw.gov.za

TECHNICAL / PROJECT SPECIFIC ENQUIRIES

Enquires: **Project leader**
Tel No: **Landline number** during office hours
Cell No: **cell number**
Email Address: Technical_email@dpw.gov.za



Table of Bid Documents	Page
SUMMARY OF QUOTATION INFORMATION	3
PA 32: INVITATION TO BID	4
PA-03 (GS): NOTICE AND INVITATION FOR QUOTATION.....	6
TERMS OF REFERENCE/ SPECIFICATIONS	10
PRICING SCHEDULE	11
PA-11: BIDDER'S DISCLOSURE.....	12
PA-15.1: RESOLUTION OF BOARD OF DIRECTORS	15
PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES.....	17
PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES.....	19
DPW-16. TENDER BRIEFING MEETING CERTIFICATE	22
DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS	23
PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT	24
DPW-09 PARTICULARS OF TENDERER'S PROJECTS.....	26
PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022.....	28
SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL	33
SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL.....	35
PA-10: GENERAL CONDITIONS OF CONTRACT (GCC).....	37



SUMMARY OF QUOTATION INFORMATION

Bid Number	ID-3281871/PTQ26/291	
Bid/ Project Description	REPAIR MAINTANANCE OF WATER PURIFICATION PLANT FOR 6 MONTHS AS PER SANS/SABS AND OEM SPECIFICATIONS, SERVICES AND CHEMICALS FOR A WATER PURIFICATION PLANT.	
Bid Closing date & Time	Friday, 11 September 2026	Closing Time: 11H00
Bid Briefing Date & Time (If applicable)	Date of Bid Briefing (if any) NONE	Time of Bid Briefing (if any) NONE
Venue	NONE	
SCM SPECIFIC ENQUIRIES:	Joseph Nyalunga	Joseph.nyalunga@dpw.gov.za
	Landline number	Cell Number
TECHNICAL / PROJECT SPECIFIC ENQUIRIES	JEREMIAH GWANGWA	Technical_email@dpw.gov.za
	Landline number	012 310 5040
Quotation Validity Period	30 calendar days	
Bid Document Price	Free of Charge	
Procurement Plan Reference Number	N/A	

PA 32: INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)				
BID NUMBER:	ID-3281871/PTQ26/291	CLOSING DATE:	Friday, 11 September 2026	CLOSING TIME: 11H00
DESCRIPTION	REPAIR MAINTANANCE OF WATER PURIFICATION PLANT FOR 6 MONTHS AS PER SANS/SABS AND OEM SPECIFICATIONS, SERVICES AND CHEMICALS FOR A WATER PURIFICATION PLANT.			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).				

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

OR POSTED TO:				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
	TCS PIN:		OR	CSD No:
Signature of Bidder			Date	
CAPACITY UNDER WHICH THE BID IS SIGNED (Attached proof of authority to sign this bid (e.g. resolution of Directors, etc.))				
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE TAXES)	R

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	PUBLIC WORKS & INFRASTRUCTURE	CONTACT PERSON	Granny Mahlatji
CONTACT PERSON	Joseph Nyalunga	TELEPHONE NUMBER	Landline number
TELEPHONE NUMBER	012 406 1655	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Technical email@dpw.gov.za
E-MAIL ADDRESS	Email1@dpw.gov.za	CELL NUMBER	012 492 3477

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. AN ORIGINAL OR CERTIFIED COPY OF THE B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE.

Note Well:

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

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES BIDDERS FOR:

Project title:	REPAIR MAINTANANCE OF WATER PURIFICATION PLANT FOR 6 MONTHS AS PER SANS/SABS AND OEM SPECIFICATIONS, SERVICES AND CHEMICALS FOR A WATER PURIFICATION PLANT.		
Bid no:	ID-3281871/PTQ26/291	Procurement Plan Reference no:	N/A
Advertising date:	Friday, 04 September 2026	Closing date:	Friday, 11 September 2026
Closing time:	11H00	Validity period:	30 calendar 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	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	☒	All parts of tender documents submitted must be fully completed in ink and signed where required
4	☒	Use of correction fluid is prohibited.
5	☒	Submission of PA-32: Invitation to Bid
6	☒	GRADE 1 ME
7	☒	Registration on National Treasury's Central Supplier Database.
8	☒	Registration of Company Certificate (CK)
9	☒	ID copies of all Directors
10	☒	ECSCA/SACPCMP Certificates
11	☒	SANS 241 Compliance
12	☒	Specify other responsiveness criteria.
13	☒	Specify other responsiveness criteria

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	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	☒	Submission of (PA-11): Bidder's disclosure.
4	☒	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.

5	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer
6	☒	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
7	☒	Copy of SANAS accredited BBBEE Certificate or Sworn Affidavit.
8	☐	Specify other responsiveness criteria
9	☐	Specify other responsiveness criteria
10	☐	Specify other responsiveness criteria

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

2. BID EVALUATION METHOD

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

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 below are applicable.

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	10	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	• Official Municipal Rates Statement which is in the name of the bidder. - Or • Any account or statement which is in the name of the bidder. - Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. - Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. - and • Medical Certificate indicating that the disability is permanent. - Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. - Or • National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).

5.	An EME or QSE which is at least 51% owned by black youth	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
----	--	---	---

4. COLLECTION OF QUOTATION DOCUMENTS

☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za

☒ Alternatively; Bid documents may be collected during working hours at the following address
NDPWI, AVN Building, Cnr Nana Sita and Thabo Sehume street, Pretoria, 0001.
A non-refundable bid deposit of **Free of Charge** is payable (cash only) on collection of the bid documents.

5. SITE INSPECTION MEETING

Details of Bid Briefing meeting (if any)

There will be no bid briefing meeting.

Venue:	NONE		
Virtual meeting link:	(Type link here or indicate "N/A")		
Date:	<i>Date of Bid Briefing (if any)</i> NONE	Starting time:	<i>Time of Bid Briefing (if any)</i> NONE

6. ENQUIRIES

6.1 Technical enquiries may be addressed to:

DPWI Project Manager	Project leader	Telephone no:	Landline
Cellular phone no	Cell number	Fax no:	None
E-mail	Technical_email@dpw.gov.za		

6.2 SCM enquiries may be addressed to:

SCM Official	Joseph Nyalunga	Telephone no:	Landline
Cellular phone no	Cell number	Fax no:	None
E-mail	Joseph.nyalunga@dpw.gov.za		

7. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

Closing Date: Friday, 11 September 2026

Closing Time: 11H00

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Corner Thabo Sehume and Nana Sita Street Pretoria 0001 Documents must be deposited in The Bid Box before the closing date of the bid	OR	Deposited in the tender box at: The Bid Box Department of Public Works & Infrastructure AVN building Corner Thabo Sehume and Nana Sita Street Pretoria
---	----	--



TERMS OF REFERENCE/ SPECIFICATIONS

Quotation No: ID-3281871/PTQ26/291

Project Description: REPAIR MAINTANANCE OF WATER PURIFICATION PLANT FOR 6 MONTHS AS PER SANS/SABS AND OEM SPECIFICATIONS, SERVICES AND CHEMICALS FOR A WATER PURIFICATION PLANT.

Paste Specifications or Terms of Reference here



WRC:3281871: Service, Preventative Maintenance, Corrective Maintenance & Operational Support for Water Purification Plant

SAPS K9 Roodeplaat On site contact Mr. Maboya @ 0818151667/Mr. Lekalakala @ 0646154503 & SAPS Moloto Academy, Moloto Rd. On site contact Mr. Kruger @ 0127359661/0825584055.

SITE MEETING INSPECTION COMPULSORY

Basic Maintenance 06 Months

1. PURPOSE

This Service & Maintenance Scope of Work defines the requirements for operation support, preventative maintenance, corrective maintenance, emergency response, consumables management, calibration, performance optimization, and lifecycle asset management for the Industrial Water Purification Plant.

The maintenance contractor shall ensure that the water purification plant operates safely, efficiently, continuously, and in compliance with all applicable regulatory standards and treated water quality requirements.

The plant includes and may include:

- Raw water abstraction and storage
- Pretreatment systems
- Multimedia filtration
- Activated carbon filtration
- Water softening
- Ultrafiltration (UF)
- Reverse Osmosis (RO)
- Deionization (DI)
- UV sterilization
- Ozone dosing
- Chemical dosing systems
- CIP systems
- Treated water storage and distribution
- SCADA/PLC automation
- Containerized or skid-mounted systems

The plant shall comply with applicable international, South African, and local municipal standards, regulations, environmental requirements, and occupational health & safety legislation.

1.1. WATER PURIFICATION PLANT RESPONSIVENESS CRITERIA

No.	Category	Responsiveness Requirement	Mandatory Evidence/Submission
1	Company Experience	Similar water projects completed	Completion certificates & references
2	Water Treatment Expertise	Specialized purification experience	Project portfolio
3	Water Quality Compliance	Treated water standard	SANS 241 compliance guarantee
4	Personnel Qualifications	Skilled project personnel	CVs & registrations
5	Professional Registrations	Registered professionals	ECSA/SACPCMP certificates
6	CIDB Grading	Mechanical grading	CIDB certificate

2. APPLICABLE CODES, STANDARDS & REGULATIONS

2.1 South African Regulations

The service and maintenance contractor shall comply with:

- Occupational Health and Safety Act (OHSA) Act 85 of 1993
- SANS 241 Drinking Water Specification
- SANS 10142 Electrical Installations
- National Water Act / National Water Act 36 of 1998
- South African National Standards (SANS)
- Water Services Act / Water Services Act 108 of 1997
- National Environmental Management Act (NEMA)
- Construction Regulations 2014
- Electrical Installation Regulations
- Municipal bylaws and water authority requirements
- Regulation 3630 for treatment plant operational supervision
- ISO 9001 Quality Management
- ISO 45001 Occupational Health & Safety
- ISO 14001 Environmental Management
- OEM maintenance standards



- Municipal and Department of Water & Sanitation requirements & regulations

Operational supervision requirements for treatment systems shall comply with recognized South African operational standards.

2.2 Water Quality Standards

The treated water shall comply with:

- SANS 241 Drinking Water Specification
- WHO Guidelines for Drinking Water Quality
- Applicable client process-water standards
- Food-grade standards where applicable
- HACCP requirements where applicable

2.3 International Design Standards

The plant design and equipment shall comply with applicable standards including:

- ISO 9001 – Quality Management
- ISO 14001 – Environmental Management
- ISO 45001 – Occupational Health & Safety
- ISO 22524:2020 Industrial Water Reuse Pilot Planning
- NSF/ANSI/CAN 60 – Water Treatment Chemicals
- NSF/ANSI/CAN 61 – Drinking Water System Components
- NSF/ANSI 58 – Reverse Osmosis Systems
- ASSE 1087 – Commercial Water Treatment Equipment
- IEC electrical standards
- SANS 10142 Wiring Code
- SANS 1200 Civil Construction Standards
- ASTM material standards
- AWWA standards
- ASME pressure vessel standards
- API standards where applicable

3. MAINTENANCE OBJECTIVES

The Contractor shall:

- Maintain uninterrupted plant operation
- Ensure water quality compliance
- Reduce equipment downtime
- Extend equipment lifespan
- Optimize membrane performance
- Ensure legal compliance
- Minimize operational costs
- Maintain complete maintenance records

(Where Applicable), The Contractor shall provide a complete turnkey water purification system including all labor, supervision, engineering, materials, consumables, testing, commissioning, documentation, certification, etc.

4. SCOPE OF MAINTENANCE SERVICES

4.1 PREVENTATIVE MAINTENANCE

The Contractor shall provide scheduled preventative maintenance for all mechanical, electrical, instrumentation, automation, and process equipment, as per SANS/SABS/& OEM Specifications.

4.1.1 DAILY INSPECTIONS

Activity	Description
Plant inspection	General operational inspection
Pressure monitoring	Check operating pressures
Flow monitoring	Verify production flow
Water quality testing	pH, conductivity, turbidity
Chemical levels	Inspect dosing tanks
Leak inspection	Identify leaks and corrosion
Alarm checks	Verify SCADA/PLC alarms
Pump inspection	Noise, vibration, overheating



4.1.2 WEEKLY MAINTENANCE

Activity	Description
Filter backwashing	Multimedia/carbon filters
Chemical dosing verification	Calibration and dosage checks
Strainer cleaning	Remove debris
Instrument cleaning	Sensors and probes
Valve inspection	Functional checks
Electrical panel inspection	Loose connections, heat

4.1.3 MONTHLY MAINTENANCE

Activity	Description
Cartridge filter replacement	Replace clogged cartridges
Membrane inspection	Pressure differential analysis
Calibration	pH, conductivity, flow meters
Motor inspection	Bearings, alignment
VSD inspection	Parameters and faults
Tank cleaning inspection	Sediment accumulation

4.1.4 QUARTERLY MAINTENANCE

Activity	Description
RO membrane CIP cleaning	Chemical membrane cleaning
UV system maintenance	Quartz sleeve cleaning
Chemical pump servicing	Diaphragms and seals
Safety equipment inspection	PPE and emergency systems
MCC thermal scanning	Infrared inspection
Pipe support inspection	Corrosion and integrity



4.1.5 ANNUAL MAINTENANCE

Activity	Description
Complete plant shutdown service	Major overhaul
Pump overhaul	Bearings, seals, impellers
Membrane performance testing	Recovery and rejection
Pressure vessel inspection	Structural integrity
Tank cleaning and disinfection	Full sanitation
Electrical compliance inspection	COC verification
PLC/SCADA backup	Program backup and updates

4.2 CORRECTIVE MAINTENANCE

The Contractor shall provide reactive maintenance services including:

- Fault finding
- Emergency breakdown repair
- Equipment replacement
- Leak repairs
- Pump repairs
- Electrical fault repairs
- Instrument replacement
- Control system troubleshooting
- Membrane replacement



4.3 EMERGENCY RESPONSE SERVICES

Response Time Requirements

Priority	Description	Response Time
Critical	Plant shutdown	2–4 Hours
High	Reduced production	8 Hours
Medium	Non-critical fault	24 Hours
Low	Minor issue	48 Hours

The Contractor shall provide:

- 24/7 emergency callout & support services
- Spare parts availability
- Technical support hotline

4.4 WATER QUALITY MANAGEMENT

The Contractor shall perform:

- Water sampling
- Laboratory testing
- Compliance reporting
- Trend analysis
- Chemical optimization
- Disinfection verification

Water quality compliance shall align with: SANS 241 Overview



4.5 MEMBRANE MANAGEMENT

The Contractor shall provide:

- Membrane integrity testing
- Differential pressure monitoring
- Cleaning-in-place (CIP)
- Membrane preservation
- Membrane replacement
- Performance trend reporting

RO systems shall comply with recognized reverse osmosis standards.

4.6 CHEMICAL MANAGEMENT

The Contractor shall manage:

- Antiscalants
- Chlorine
- Sodium bisulfite
- Caustic soda
- Citric acid
- Membrane cleaning chemicals
- pH correction chemicals

All chemicals shall comply with portable water treatment standards.



4.7 INSTRUMENTATION & CALIBRATION

Instrument	Calibration frequency
Flow meters	Quarterly
Conductivity meters	Monthly
pH analyzers	Monthly
Pressure transmitters	Quarterly
Turbidity meters	Monthly

The Contractor shall provide calibration certificates for all calibrated instruments.

4.8 SCADA & PLC MAINTENANCE

The Contractor shall provide:

- PLC diagnostics
- SCADA troubleshooting
- Alarm verification
- Software backups
- Firmware updates
- Communication network checks

4.9 SPARE PARTS MANAGEMENT

The Contractor shall maintain minimum stock levels for:

- Cartridge filters
- Membranes
- Pump seals
- Bearings
- UV lamps
- Chemical dosing diaphragms
- Solenoid valves
- Instrument probes
- Electrical relays and contactors



5. OPERATIONAL SUPPORT SERVICES

The Contractor shall provide:

- Process optimization
- Energy optimization
- Chemical consumption optimization
- Operator assistance
- Monthly performance reporting
- Downtime analysis
- Water recovery optimization

6. REPORTING REQUIREMENTS

The Contractor shall submit(compulsory requirement):

Report	Frequency
Maintenance reports	Monthly
Water quality reports	Monthly
Breakdown reports	As required
Calibration certificates	Quarterly
Plant performance reports	Monthly
Spare parts inventory reports	Quarterly

7. HEALTH, SAFETY & ENVIRONMENT (HSE)

The Contractor shall comply with:

- Permit-to-work systems
- Lockout/tagout procedures
- Confined space procedures
- Chemical handling procedures
- Hazardous waste disposal regulations
- PPE requirements
- Spill containment procedures



8. SERVICE LEVEL AGREEMENT (SLA)

Performance Targets

KPI	Target
Plant uptime	≥ 95%
Water quality compliance	100%
Emergency response	Within SLA
Planned maintenance completion	≥ 95%
Calibration compliance	100%

9. MAINTENANCE BILL OF QUANTITIES (BOQ)

9.1 PREVENTATIVE MAINTENANCE SERVICES

Item	Description	Unit
1	Daily inspections	Visit
2	Weekly maintenance service	Visit
3	Monthly preventative maintenance	Visit
4	Quarterly major service	Visit
5	Annual shutdown maintenance	LS

The Maintenance Contractor shall provide:

- Complete maintenance records, Calibration certificates, Monthly service reports, Water quality reports, Breakdown history, Spare parts inventory, Compliance documentation

10 WARRANTY & SERVICE SUPPORT/ QUALITY ASSURANCE / QUALITY CONTROL (QA/QC)

The Contractor shall provide and guarantee:

- Treated water quality
- Plant recovery rate
- Flow rate capacity
- Electrical consumption
- Membrane performance
- System availability
- OEM warranties
- Workmanship warranties
- Technical support
- Spare parts support
- Remote support where applicable



Minimum warranty periods:

Item	Warranty
Mechanical equipment	12 months
Electrical systems	12 months
RO membranes	Manufacturer standards
Civil works	12 months
Workmanship	12 months

WATER PURIFICATION PLANT RESPONSIVENESS CRITERIA

No.	Category	Responsiveness Requirement	Mandatory Evidence/Submission
1	Company Experience	Similar water projects completed	Completion certificates & references
2	Water Treatment Expertise	Specialized purification experience	Project portfolio
3	Water Quality Compliance	Treated water standard	SANS 241 compliance guarantee
4	Personnel Qualifications	Skilled project personnel	CVs & registrations
5	Professional Registrations	Registered professionals	ECSA/SACPCMP certificates
6	CIDB Grading	Mechanical grading	CIDB certificate



11. N.B.: Important notes to Service Provider(s)

- Final Summary MUST be fully completed by the contractor; failure will invalidate the contractor's quotation.
- The Contractor is advised NOT TO EXECUTE any additional work other than specified above/ or one the scope of works.
- The Contractor SHALL NOT TAKE any instruction(s) from the Client department or any person other than the relevant Works Manager when executing the service.
- The Contractor MUST visit the site to familiarise themselves with the condition of the service to be rendered.
- Quantity of material listed is provisional, the Contractor will only be paid for material used on site and proof of purchase for the material utilized for this service must be attached to the invoice.
- The Guarantee provided MUST comply with requirement set out in the Scope of Works.
- Electrical Work MUST be executed by a qualified Installation Electrician.
- Mechanical Work MUST be executed by a qualified Artisan/Tradesman.
- Plumbing Work MUST be executed by a qualified Artisan/Tradesman.
- Works MUST be done according to SABS and Public Works Standards.
- NO HIDDEN service(s) (e.g. underground) will be covered before being verified by the Works Manager.
- Kindly be advised that the above service is NOT to be sub-contracted in its entirety to third parties as the agreement is only between the Department and the Contractor herein.
- The contractor must ensure compliance with Occupational Health Safety Act of 1993. Failure may lead to contract being suspended with immediate effect.

- Please provide VAT No. (If registered)

- Please provide CIDB Registration number

- The contractor shall notify the Works Manager of any additional faulty components detected, that are not appearing on the scope of works before going ahead with the job.
- If any of the above-mentioned components/items are not replaced, the quoted amount will be deducted from the total quotation amount.
- Redundant material must be left on site for verification.
- Ensure that all the worn parts are being replaced with the same SABS approved ones.
- The contractor must give a (06) six months to (12) twelve months written guarantee on the above work.
- For major parts repairs or equipment replaced the guarantee must be 12 months



12. TRAINING REQUIREMENTS (Only when required)

Provide training for:

- Plant operators
- Maintenance personnel
- Supervisors
- Process controllers

Training shall include:

- System operation
- Membrane cleaning
- Chemical handling
- Troubleshooting
- Emergency response
- Preventative maintenance

Provide refresher training covering:

- Plant operation
- Chemical handling
- Emergency shutdown
- Membrane cleaning
- Fault diagnosis
- SCADA operation
- Preventative maintenance procedures

Testing and certification are essential for regulatory compliance and operational reliability.



13. BILL OF QUANTITIES (BOQ) FOR SERVICE ONLY

Item	Description	Unit	Qty	Amount
1.	Service Vacuum Switchover Type M 400	No	01	R
2.	Service Ejector Type M 300	No	01	R
3.	Service Gas Flow Meter Type M200	No	01	R
4.	Service Gas Flow Meter Type M240	No	01	R
5.	Service Gas Flow Meter Type M250	No	01	R
6.	Service M20 series Vacuum Regulator & Ejector Capacity up to 10kg/h	No	01	R
7.	Service M20RC Chlorine gas dosing system	No	01	R
8.	Service ROWSA FI Multimedia vessel			
9.	Service ROWSA Fe Multimedia vessel	No	01	R
10.	Service ROWSA M-Char Media vessel	No	01	R
11.	Service ROWSA Ca/Mg Media vessel	No	01	R
12.	Service Single Phase Induction Motor Type:ML90L-2 Duty: S1, IP:55, KG:16.7,2.2Kw,230V, rpm:2800, A:13.08, Bearing: DE:6205 ISO9001-2015 /NDE6204 ISO14001:2015	No	01	R
13.	Service Vertical pump Type EVMGG5 3F5Q18EG E/HMax:76m/Q:40-130 l/min/P2:2.2 kW/Hz:50/MEI>0.70/Hmin:11m/H72-41m/HP: 3/Hyd.eff:56.3%/Min ⁻¹	No	01	R
14.	Service Induction Motor Type:ML90L-2 Duty: S1, IP:55, KG:16.7,2.2Kw,230V, rpm:2800, A:13.08, Bearing: DE:6205 ISO9001-2015 /NDE6204 ISO14001:2015	No	01	R
15.	Services Dosing pump (V-Series: Alledosieren) Model: VT10004PM1A6000, S/N: SKC00B425A12911,24W, Cap:10.2L/H- 3.2Bar,0.8A	No	01	R
16.	Service Automatic Pump Control Type:PS01A,230/240V,50/60Hz,30A max.10bar Max.IP65	No	01	R
17.	Service Automatic Pump Control Type: CADSK9, 230/240V, 50/60Hz, Max30 (16) A, max1MPa (10bar).	No	01	R
18.	Valve servicing (gate/globe/check valve, etc.)	Each	01	R
19.	Service of Distribution Board as per SANS, etc.	No	01	R
20.	Tank cleaning	No	01	R
21.	Water quality testing/ Analysis-SANS Accredited Water Report	Sample	01	R
22.	Microbiological analysis	Sample	01	R
23.	Chemical analysis	Sample	01	R
24.	Membrane performance analysis	Test	01	R
25.	PLC maintenance	LS	01	R
26.	SCADA maintenance	LS	01	R
27.	Instrument calibration	No	01	R
28.	Up to 2.2kW Pumps	No	01	R
29.	3Kw-7.5Kw Pumps	No	01	R
	Subtotal A			R



30.	11kW-22Kw pumps	No	01	R
31.	30kW-55Kw pumps	No	01	R
32.	Above75Kw pumps	No	01	R
33.	Air compressor service	Item	01	R
	Subtotal B			R
	Subtotal A + B (Service)			R



14. BILL OF QUANTITIES (BOQ) FOR MATERIAL SPARE PARTS

Item	Description	Unit	Qty	Amount
1.	New Vacuum Switchover Type M 400	No	01	R
2.	New Ejector Type M 300	No	01	R
3.	New Gas Flow Meter Type M200	No	01	R
4.	New Gas Flow Meter Type M240	No	01	R
5.	New Gas Flow Meter Type M250	No	01	R
6.	New M20 series Vacuum Regulator & Ejector Capacity up to 10kg/h	No	01	R
7.	New The M20RC Chlorine gas dosing system	No	01	R
8.	ROWSA Large High Flow Automatic head	No	01	R
9.	ROWSA Brine Media/50Kg Salt	No	01	R
10.	ROWSA analysis Designed Sodium Hypo	No	01	R
11.	ROWSA Large High Flow Automatic head	No	01	R
12.	New ROWSA FI Multimedia vessel	No	01	R n/a
13.	New ROWSA Fe Multimedia vessel	No	01	R n/a
14.	New ROWSA M-Char Media vessel	No	01	R n/a
15.	New ROWSA Ca/Mg Media vessel	No	01	R n/a
16.	Single Phase Induction Motor Type:ML90L-2 Duty: S1, IP:55, KG:16.7,2.2Kw,230V, rpm:2800, A:13.08, Bearing: DE:6205 ISO9001-2015 /NDE6204 ISO14001:2015	No	01	R
17.	Vertical pump Type EVMGG5 3F5Q18EG E/HMax:76m/Q:40-130 l/min/P2:2.2 kW/Hz:50/MEI>0.70/Hmin:11m/H72-41m/HP: 3/Hyd.eff:56.3%/Min ⁻¹	No	01	R
18.	New Vertical pump Type EVMGG5 3F5Q18EG E/HMax:76m/Q:40- 130 l/min/P2:2.2 kW/Hz:50/MEI>0.70/Hmin:11m/H72-41m/HP: 3/Hyd.eff:56.3%/Min ⁻¹	No	01	R
19.	New Dosing pump (V-Series: Alledosieren) Model: VT10004PM1A6000, S/N: SKC00B425A12911,24W, Cap:10.2L/H- 3.2Bar,0.8A	No	01	R
20.	New Automatic Pump Control Type:PS01A,230/240V,50/60Hz,30A max.10bar Max.IP65	No	01	R
21.	New Automatic Pump Control Type: CADSK9, 230/240V, 50/60Hz, Max30 (16) A, max1MPa (10bar).	No	01	R
22.	New Phase Induction Motor Type:ML90L-2 Duty: S1, IP:55, KG:16.7,2.2Kw,230V, rpm:2800, A:13.08, Bearing: DE:6205 ISO9001-2015 /NDE6204 ISO14001:2015	No	01	R
23.	Cartridge filters (6 Months) per set	Item	01	R
24.	RO membranes (1 Complete Set)	No	01	R
25.	UV lamps (1 Set)	No	01	R
26.	Pump seals (1 Set)	No	01	R
27.	Pressure gauges (1Spare Units)	No	01	R
28.	Heavy duty PVC Pipe Diameter 63 × 4mm(6m)	M	01	R
29.	Heavy duty PVC Pipe Diameter 63 × 4mm (per meter)	M	01	R
	Subtotal C			R



30.	Heavy duty PVC Pipe Diameter 90x 4mm(6m)	M	01	R
31.	Heavy duty PVC Pipe Diameter 90x 4mm (per meter)	M	01	R
32.	Heavy duty PVC Pipe Diameter 50 x 4mm(6m)	M	01	R
33.	Heavy duty PVC Pipe Diameter 50 x 4mm (per meter)	M	01	R
34.	Heavy duty PVC Pipe Diameter 32 x 4mm(6m)	M	01	R
35.	Heavy duty PVC Pipe Diameter 32 x 4mm (per meter)	M	01	R
36.	Heavy duty PVC-U Union Plain/Female 32mm	No	01	R
37.	Heavy duty PVC-U Union Plain 32mm	No	01	R
38.	Heavy duty PVC 90° Elbow Plain to Threaded 32mm	No	01	R
39.	Heavy duty PVC Elbow Plain/Female 32mm	No	01	R
40.	Heavy duty PVC T-Piece 32mm	No	01	R
41.	Heavy duty Coupling 32mm for Pvc Pipe	No	01	R
42.	Heavy duty PVC Pipe Diameter 32 x4mm	No	01	R
43.	Heavy duty PVC Connector 32mm	No	01	R
44.	Heavy Duty PVC Socket 32mm	No	01	R
45.	Heavy duty non-return valve 32mm single union: spring loaded solvent/threaded	No	01	R
46.	Heavy Duty Non-return valve 32mm Double union: spring loaded solvent/threaded	No	01	R
47.	Heavy Duty 3 Way Ball Valves 32mm-Solvent /female threaded	No	01	R
48.	Heavy duty Compact Ball Valves 32mm-Solvent/female threaded	No	01	R
49.	Heavy duty Actuator Bracket 32mm	No	01	R
50.	Heavy duty Ball Valve Single Union 32mmsolvent/threaded	No	01	R
51.	Heavy duty Ball Valve Double Union 32mm solvent/threaded	No	01	R
52.	Heavy duty PVC-U Union Plain/Female 50mm	No	01	R
53.	Heavy duty PVC-U Union Plain 50mm	No	01	R
54.	Heavy duty PVC 90° Elbow Plain to Threaded 50mm	No	01	R
55.	Heavy duty PVC Elbow Plain/Female 50mm	No	01	R
56.	Heavy duty PVC T-Piece 50mm	No	01	R
57.	Heavy duty Coupling 50m for Pvc Pipe	No	01	R
58.	Heavy duty PVC Pipe Diameter 50 x4mm	No	01	R
59.	Heavy duty PVC Connector 50mm	No	01	R
60.	Heavy Duty PVC Socket 50mm	No	01	R
61.	Heavy duty on-return valve 50mm single union: spring loaded-solvent/threaded	No	01	R
62.	Heavy duty non-return valve 50mm Double union: spring loaded solvent/threaded	No	01	R
63.	Heavy Duty 3 Way Ball Valves 50mm-Solvent /female threaded	No	01	R
64.	Heavy duty Compact Ball Valves 50mm-Solvent/female threaded	No	01	R
65.	Heavy duty Actuator Bracket 50mm	No	01	R
65.a.	Heavy duty Ball Valve Single Union 50mm solvent/threaded	No		R
65.b.	Heavy duty PVC-U Union Plain/Female 63mm	No	01	R
65.c.	Heavy duty PVC-U Union Plain 63mm	No	01	R
66.d.	Heavy Duty PVC Socket 50mm	No	01	R
	Subtotal D			R



66.	Heavy duty Ball Valve Double Union 50mm solvent/threaded	No	01	R
67.	Heavy duty on-return valve 50mm single union: spring loaded-solvent/threaded	No	01	R
68.	Heavy duty non-return valve 50mm Double union: spring loaded solvent/threaded	No	01	R
69.	Heavy duty PVC 90° Elbow Plain to Threaded 63mm	No	01	R
70.	Heavy duty PVC Elbow Plain/Female 63mm	No	01	R
71.	Heavy duty PVC T-Piece 63mm	No	01	R
72.	Heavy duty Coupling 63m for Pvc Pipe	No	01	R
73.	Heavy duty PVC Pipe Diameter 63 x4mm	No	01	R
74.	Heavy duty PVC Connector 63mm	No	01	R
75.	Heavy Duty PVC Socket 63mm	No	01	R
76.	Heavy duty non-return valve 63mm single union: spring loaded solvent threaded	No	01	R
77.	Heavy duty PVC Elbow Plain/Female 63mm	No	01	R
78.	Heavy duty non-return valve 63mm Double union: spring loaded solvent/threaded	No	01	R
79.	Heavy Duty 3 Way Ball Valves 63mm-Solvent /female threaded	No	01	R
80.	Heavy duty Compact Ball Valves 63mm-Solvent/female threaded	No	01	R
81.	Heavy duty Actuator Bracket 63mm	No	01	R
82.	Heavy duty Ball Valve Single Union 63mmsolvent/threaded	No	01	R
83.	Heavy duty Ball Valve Double Union 63mm solvent/threaded	No	01	R
84.	Heavy duty PVC-U Union Plain/Female 90mm	No	01	R
85.	Heavy duty PVC-U Union Plain 90mm	No	01	R
86.	Heavy duty PVC 90° Elbow Plain to Threaded 90mm	No	01	R
87.	Heavy duty PVC Elbow Plain/Female 90mm	No	01	R
88.	Heavy duty PVC T-Piece 90mm	No	01	R
89.	Heavy duty Coupling 90m for Pvc Pipe	No	01	R
90.	Heavy duty PVC Pipe Diameter 90 x4mm	No	01	R
91.	Heavy duty PVC Connector 90mm	No	01	R
92.	Heavy Duty PVC Socket 90mm	No	01	R
93.	Heavy duty non-return valve 90mm single union: spring loaded solvent/threaded	No	01	R
94.	Heavy duty non-return valve 63mm Double union: spring loaded solvent/threaded	No	01	R
95.	Heavy Duty 3 Way Ball Valves 90mm-Solvent /female threaded	No	01	R
96.	Heavy duty Compact Ball Valves 90mm-Solvent/female threaded	No	01	R
97.	Heavy duty Actuator Bracket 90mm	No	01	R
98.	Heavy duty Ball Valve Single Union 90mm solvent/threaded	No	01	R
99.	Heavy duty Ball Valve Double Union 90mm solvent/threaded	No	01	R
100.	Heavy duty Ball Valve Double Union 90mm solvent/threaded	No	01	R
101.	Caustic soda	kg	01	R
102.	Activated carbon media	kg	01	R
103.	Resin replacement	L	01	R
	Subtotal E			R



104.	Antiscalant chemicals	L	01	R
105.	Sodium hypochlorite	L	01	R
106.	Citric acid	kg	01	R
107.	Up to 2.2kW Pumps	No	01	R
108.	3Kw-7.5Kw Pumps	No	01	R
109.	11kW-22Kw pumps	No	01	R
110.	30kW-55Kw pumps	No	01	R
111.	Above75Kw pumps	No	01	R
112.	Air compressor overhaul	Item	01	R
113.	Emergency spare parts	LS	01	R
114.	Temporary bypass system	LS	01	R
	Subtotal F			R
	Subtotal C up until -F (Spare parts)			R
115.	Travelling Labour Costs			
116.	Technician per hour	/Hour	01	R200.00
117.	Assistant Technician per hour	/Hour	01	R75.00
118.	Travelling Costs per KM (from church square to SAPS K9 Roodeplaat & SAPS Moloto Academy, Moloto Rd.)	Km	01	R5.00
	Subtotal Travelling and Labour			R
119.	Subtotal(A+B) (Service)			R
120.	Subtotal C up until -F (Spare parts)			R
121.	Subtotal Travelling and Labour			R
122.	Subtotal			R
123.	VAT			R
124.	Grand Total			R

For an industrial drinking water purification plant, a 12-month BOQ (Bill of Quantities) for service, repair, and maintenance should cover all critical systems that affect:



PRICING SCHEDULE

Quotation No: ID-3281871/PTQ26/291

Bid/ Project Description: REPAIR MAINTANANCE OF WATER PURIFICATION PLANT FOR 6 MONTHS AS PER SANS/SABS AND OEM SPECIFICATIONS, SERVICES AND CHEMICALS FOR A WATER PURIFICATION PLANT.

Paste Pricing Schedule here

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 interest³ 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

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

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

For External Use



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

☐ YES ☐ NO

2.2.1 If so, furnish particulars:

.....
.....

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

☐ YES ☐ NO

2.3.1 If so, furnish particulars:

.....
.....

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium⁴ 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.

⁴ 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.



For External Use

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

**I DECLARE THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.**

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.



PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

_____ *(project description as per Tender Document)*

Tender Number: _____ *(Tender Number as per Tender Document)*

- 2 *Mr/Mrs/Ms: _____

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

and who will sign as follows:

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



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

Note:

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

ENTERPRISE STAMP

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

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Tender, in consortium/joint venture with the following Enterprises:

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture)

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

(project description as per Tender Document)

Tender Number: _____ (Tender Number as per Tender Document)

- 1 *Mr/Mrs/Ms:

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

and who will sign as follows:

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

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

Physical address:

Postal Code _____



Postal Address:

Postal Code _____

Telephone number: _____ Fax number: _____

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

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

Note:

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

ENTERPRISE STAMP



PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1	
2	
3	
4	
5	
6	
7	
8	

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

(project description as per Tender Document)

Tender Number: _____ *(tender number as per Tender Document)*

B. Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (position in the Enterprise)

and who will sign as follows: _____

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

C. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

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

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

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

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

Physical address: _____

_____ Postal Code _____

Postal Address: _____

_____ Postal Code _____

Telephone number _____ Fax number: _____

E-mail address: _____



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

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

Note:

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

DPW-16. TENDER BRIEFING MEETING CERTIFICATE

Project title:	REPAIR MAINTANANCE OF WATER PURIFICATION PLANT FOR 6 MONTHS AS PER SANS/SABS AND OEM SPECIFICATIONS, SERVICES AND CHEMICALS FOR A WATER PURIFICATION PLANT.		
Tender / Quotation no:	ID-3281871/PTQ26/291	Reference no:	N/A

Date Bid Briefing Meeting: NONE

Time of Bid Briefing Meeting: NONE

Venue: NONE

This is to certify that I, _____

representing _____

attended the tender clarification meeting on: _____

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

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date



DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	REPAIR MAINTANANCE OF WATER PURIFICATION PLANT FOR 6 MONTHS AS PER SANS/SABS AND OEM SPECIFICATIONS, SERVICES AND CHEMICALS FOR A WATER PURIFICATION PLANT.		
Tender / Quotation no:	ID-3281871/PTQ26/291	Reference no:	N/A

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender Number: ID-3281871/PTQ26/291

Name of Tenderer

☐ EME¹ ☐ QSE² ☐ Non EME/QSE (tick applicable box)

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

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

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

1 EME: Exempted Micro Enterprise

2 QSE: Qualifying Small Business Enterprise

1. DECLARATION:

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

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2022, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date

DPW-09 PARTICULARS OF TENDERER'S PROJECTS

Project title:	REPAIR MAINTANANCE OF WATER PURIFICATION PLANT FOR 6 MONTHS AS PER SANS/SABS AND OEM SPECIFICATIONS, SERVICES AND CHEMICALS FOR A WATER PURIFICATION PLANT.		
Tender / Quotation no:	ID-3281871/PTQ26/291	Closing date: Friday, 11 September 2026	Time: 11H00

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

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

1.1. Current projects

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

1.2. Completed projects

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

Name of Tenderer	Signature
	Date

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price: Maximum 80 points

1.3.2 Specific Goals: Maximum 20 points

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

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

1.5 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 below are applicable.

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	10	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	• Official Municipal Rates Statement which is in the name of the bidder. - Or • Any account or statement which is in the name of the bidder. - Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. - Or • Lease Agreement which is in the name of the bidder.



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

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

2. DEFINITIONS

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



3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will

apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI)	10	
2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	
3. An EME or QSE or any entity which is at least 51% owned by women	4	
4. An EME or QSE or any entity which is at least 51% owned by people with disability	2	
5. An EME or QSE or any entity which is at least 51% owned by youth.*	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;



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

.....SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

3. I hereby declare under Oath that:

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

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

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

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

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

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

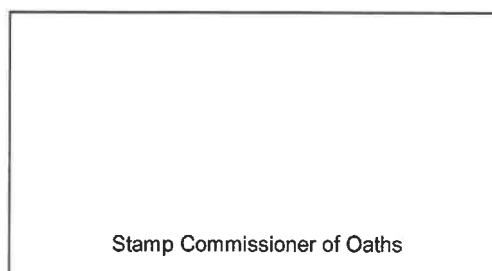
4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

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

Deponent Signature _____

Date: _____

 Commissioner of Oaths
 Signature & stamp



SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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



I hereby declare under Oath that:

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

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

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

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

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

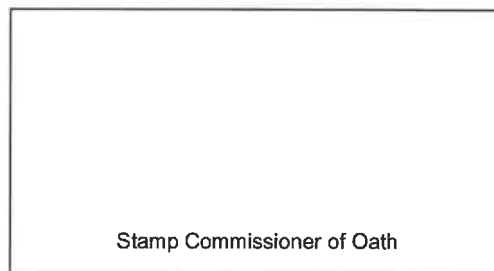
100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

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

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature & stamp



PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

BID NUMBER: ID-3281871/PTQ26/291

BID/ PROJECT DESCRIPTION: REPAIR MAINTANANCE OF WATER PURIFICATION PLANT FOR 6 MONTHS AS PER SANS/SABS AND OEM SPECIFICATIONS, SERVICES AND CHEMICALS FOR A WATER PURIFICATION PLANT.

NOTES:

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

35. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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



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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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



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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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



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

14. Spare parts

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

15. Warranty

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or



(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period of not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which the first-mentioned person, is or was in the opinion of the Accounting Officer/ Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish The National Treasury, with the following information:
- i) The name and address of the supplier and/or person restricted by the purchaser;
 - ii) The date of commencement of the restriction
 - iii) The period of the restriction; and
 - iv) The reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in



performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss 12 or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice



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

32. Taxes and duties

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

33. National Industrial Participation Programme (NIPP)

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

34. Prohibition of Restrictive Practices

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