public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

QUOTATION DOCUMENT

PROJECT DESCRIPTION: APPOINTMENT OF THE PANEL OF SERVICE PROVIDERS ON ROTATIONAL BASIS TO SUPPLY AND DELIVER PORTABLE (DRINKING) WATER USING WATER TANKERS TO VARIOUS CLIENTS FOR DURATION OF EIGHT (8) MONTHS IN AREA 4: (MATATIELE, MALUTI, MOUNT FLETCHER, MACLEAR, CEDARVILLE, MOUNT AYLIFF, TABASE, AVONDALE, ZAMUXOLO, MBIZENI, MOUNT FRERE, ELANDS HEIGHTS, LUKHOLWENI ANDNTABANKULU)

BID NO:	**MTHQ 100/26**
Closing Date:	**18 August 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
PRD 2 Building
Sutherland Street
Mthatha
5099

SCM SPECIFIC ENQUIRIES:	**TECHNICAL / PROJECT SPECIFIC ENQUIRIES**
Enquires: **Nomataso Mbundu**	Enquires: **Siphelele Mdolomba**
Tel No: **047 502 7170** during office hours	Tel No: **047 502 7037** during office hours
Cell No: **047 502 7170**	Cell No: **063 643 8550**
Email Address: Nomataso.Mbundu@dpw.gov.za	Email Address: Siphelele.Mdolomba@dpw.gov.za

Table of Bid Documents Page

SUMMARY OF QUOTATION INFORMATION

Bid Number	**MTHQ 100/26**	
Bid/ Project Description	**APPOINTMENT OF THE PANEL OF SERVICE PROVIDERS ON ROTATIONAL BASIS TO SUPPLY AND DELIVER PORTABLE (DRINKING) WATER USING WATER TANKERS TO VARIOUS CLIENTS FOR DURATION OF EIGHT (8) MONTHS IN AREA 4: (MATATIELE, MALUTI, MOUNT FLETCHER, MACLEAR, CEDARVILLE, MOUNT AYLIFF, TABASE, AVONDALE, ZAMUXOLO, MBIZENI, MOUNT FRERE, ELANDS HEIGHTS, LUKHOLWENI ANDNTABANKULU)**	
Bid Closing date & Time	**Tuesday, 18 August 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:	**Nomataso Mbundu**	Nomataso.Mbundu@dpw.gov.za
	047 502 7107	**047 502 7107**
TECHNICAL / PROJECT SPECIFIC ENQUIRIES	**Siphelele Mdolomba**	Siphelele.Mdolomba@dpw.gov.za
	047 502 7037	**063 643 8550**
Quotation Validity Perio	**84 calendar days**	
Bid Document Price	**Free of Charge**	
Procurement Plan Reference Number	**1004**	

PA 32: INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**MTHQ 100/26**	CLOSING DATE:	**Tuesday, 18 August 2026**	CLOSING TIME:	**11H00**
DESCRIPTION	**APPOINTMENT OF THE PANEL OF SERVICE PROVIDERS ON ROTATIONAL BASIS TO SUPPLY AND DELIVER PORTABLE (DRINKING) WATER USING WATER TANKERS TO VARIOUS CLIENTS FOR DURATION OF EIGHT (8) MONTHS IN AREA 4: (MATATIELE, MALUTI, MOUNT FLETCHER, MACLEAR, CEDARVILLE, MOUNT AYLIFF, TABASE, AVONDALE, ZAMUXOLO, MBIZENI, MOUNT FRERE, ELANDS HEIGHTS, LUKHOLWENI ANDNTABANKULU)**				
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	**Siphelele Mdolomba**
CONTACT PERSON	Nomataso Mbundu	TELEPHONE NUMBER	**047 502 7037**
TELEPHONE NUMBER	**047 502 7107**	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Siphelele.Mdolomba@dpw.gov.za
E-MAIL ADDRESS	Email1@dpw.gov.za	CELL NUMBER	**063 643 8550**

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 ***a firm and final offer***.
d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES BIDDERS FOR:

Project title:	**APPOINTMENT OF THE PANEL OF SERVICE PROVIDERS ON ROTATIONAL BASIS TO SUPPLY AND DELIVER PORTABLE (DRINKING) WATER USING WATER TANKERS TO VARIOUS CLIENTS FOR DURATION OF EIGHT (8) MONTHS IN AREA 4: (MATATIELE, MALUTI, MOUNT FLETCHER, MACLEAR, CEDARVILLE, MOUNT AYLIFF, TABASE, AVONDALE, ZAMUXOLO, MBIZENI, MOUNT FRERE, ELANDS HEIGHTS, LUKHOLWENI ANDNTABANKULU)**		
Bid no:	**MTHQ 100/26**	**Procurement Plan Reference no:**	**1004**
Advertising date:	**Wednesday, 12 August 2026**	**Closing date:**	**Tuesday, 18 August 2026**
Closing time:	**11H00**	**Validity period:**	**84 calendar days**

1. RESPONSIVENESS CRITERIA

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

1	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	☒	All parts of tender documents submitted must be fully completed in ink and signed where required
4	☒	Use of correction fluid is prohibited.
5	☐	Submission of PA-32: Invitation to Bid
6	☐	Submission of record of attending compulsory briefing session. ***insert motivation why the tender clarification meeting is declared compulsory***
7	☒	Bidders must be registered on the National Treasury's Central Supplier Database (CSD)
8	☐	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
9	☒	Bidders must comply with DPW-21: Record of Addenda to tender documents, if any.
10	☒	**Disqualification Due to Multiple Bidding** A bidder will be disqualified from this quotation process under any of the following circumstances: a) Where the bidder submits more than one quotation for the same procurement, whether in its own name or through multiple submissions. b) One or more directors, members, shareholders, or persons with a controlling interest own or control more than one bidding entity submitting offers for the same procurement. c) If they submitted a bid, but is also in agreement with an additional bidding entry who submitted an offer for the same bid (e.g. in an agreement with a joint venture or consortium or partnership, etc.) i.e. if there are factual evidence of communication with any other bidder, which are competing for the same bid (example a signature of the bidder is found in a competing bidder, or the bidder is director in a competing bid offer).

11	☒	**Ownership, Legal Access and Vehicle Capacity**
		
		The bidder must demonstrate ownership of, or legal access to, at least one (1) operational water tanker or drop-side truck suitable for the supply and delivery of potable (drinking) water for the duration of the contract.
		
		The vehicle shall meet the following minimum capacity requirements:
		
		• **Water Tanker:** Minimum carrying capacity of 10 000 litres of potable (drinking) water.
		• **Drop-Side Truck:** Sufficient payload capacity to safely transport at least one (1) fully loaded 5 000-litre or more potable water storage tank.
		
		a) Where the bidder owns the vehicle
		
		The bidder must submit:
		
		• Valid proof of ownership in the form of the motor vehicle licensing & roadworthy certificate (issued by NaTIS);
		• The vehicle must be registered in the name of the bidding entity or in the name of one of its directors; and
		
		OR
		
		b) Where the bidder leases the vehicle
		
		The bidder must submit:
		
		• A valid lease agreement between the bidder and the registered owner of the water tanker or drop-side truck;
		• Valid proof of ownership in the form of the motor vehicle licensing & roadworthy certificate (issued by NaTIS);
		• A copy of the lessor's identity document (for an individual lessor) or a CSD registration report (for a leasing company);
		• NaTIS registration certificate reflecting the registered owner (lessor); and
		• A lease agreement that:
		  ○ Clearly identifies the vehicle being leased;
		  ○ Is signed by both the lessor and the bidder (lessee);
		  ○ Remains valid for the duration of the contract or provides for the continued availability of the vehicle throughout the contract period;
		  ○ Contains the names, physical addresses, email addresses and contact telephone numbers of both parties; and
		  ○ Is issued on the lessor's official letterhead or bears the lessor's official company stamp, where applicable.

12	☒	**Restriction on Multiple Area Submissions** A bidder is limited to **one (1) bid** for the advertised tenders for Appointment of The Panel of Service Providers on Rotational Basis to Supply and Deliver Portable (Drinking) Water Tankers to Various Clients for Duration of Eight Months in Areas (1-5)
13	☐	For the advertised tenders for appointment of panel of service providers on rotational basis to supply and deliver portable (drinking) water using water tankers for duration of six (6) months in Areas (1a, 1b, 1c, 2a, 2b, 3a, 3b, 3c, 4a, 4b, 5a & 5b) a company Director who appears in more than one company will only be awarded in one area, even if the other company is a joint venture.

14	☒	Special Conditions of Bid will apply on evaluation of this tender.
15	☐	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
16	☐	Tenderer shall submit a bid offer.

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	☒	The Department will contract in an official order with the successful bidder.
8	☒	PA 10: GENERAL CONDITIONS OF CONTRACT
9	☒	Following the evaluation of quotations, the Department shall write to each bidder whose quotation is found to be responsive and compliant with all mandatory requirements, advising the bidder of the Department-determined market-related contract rate to be utilised for the supply and delivery of potable (drinking) water within the applicable geographical service area. The bidder shall confirm acceptance of the contract rate in writing within the period specified by the Department. Only bidders who accept the contract rate in writing shall be appointed to the panel for the duration of the contract. A bidder who declines, fails to accept, or fails to respond within the prescribed period shall forfeit its appointment
10	☒	Bidder to submit signed Terms of Reference.

1.3. Indicate administrative requirements applicable for specific goals, Tenderers will be required to submit the below document if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder <u>shall</u> 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 (Eastern Cape)	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 (NCPPDSA).
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

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:	*Date of Bid Briefing (if any)* **NONE**	**Starting time:**	*Time of Bid Briefing (if any)* **NONE**

6. ENQUIRIES

6.1 Technical enquiries may be addressed to:

DPWI Project Manager	**Siphelele Mdolomba**	**Telephone no:**	**047 502 7071**
Cellular phone no	**076 811 3678**	**Fax no:**	**None**
E-mail	Siphelele.Mdolomba@dpw.gov.za		

6.2 SCM enquiries may be addressed to:

SCM Official	**Nomataso Mbundu**	**Telephone no:**	**047 502 7107**
Cellular phone no	**Cell number**	**Fax no:**	**None**
E-mail	Nomataso.Mbundu@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: Tuesday, 18 August 2026
Closing Time: 11H00

Tender documents may be forwarded to: **Email: Mthatha.Quotations@dpw.gov.za** 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 Floor 5 PRD 2 Building Sutherland Street Mthatha 5099

TERMS OF REFERENCE/ SPECIFICATIONS

Quotation No: MTHQ 100/26

Project Description: APPOINTMENT OF THE PANEL OF SERVICE PROVIDERS ON ROTATIONAL BASIS TO SUPPLY AND DELIVER PORTABLE (DRINKING) WATER USING WATER TANKERS TO VARIOUS CLIENTS FOR DURATION OF EIGHT (8) MONTHS IN AREA 4: (MATATIELE, MALUTI, MOUNT FLETCHER, MACLEAR, CEDARVILLE, MOUNT AYLIFF, TABASE, AVONDALE, ZAMUXOLO, MBIZENI, MOUNT FRERE, ELANDS HEIGHTS, LUKHOLWENI ANDNTABANKULU)

1. **SEE ATTACHED**

PRICING SCHEDULE

Quotation No: MTHQ 100/26

Bid/ Project Description: APPOINTMENT OF THE PANEL OF SERVICE PROVIDERS ON ROTATIONAL BASIS TO SUPPLY AND DELIVER PORTABLE (DRINKING) WATER USING WATER TANKERS TO VARIOUS CLIENTS FOR DURATION OF EIGHT (8) MONTHS IN AREA 4: (MATATIELE, MALUTI, MOUNT FLETCHER, MACLEAR, CEDARVILLE, MOUNT AYLIFF, TABASE, AVONDALE, ZAMUXOLO, MBIZENI, MOUNT FRERE, ELANDS HEIGHTS, LUKHOLWENI ANDNTABANKULU)

SEE ATTACHED

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[3] 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.

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

☐ YES ☐ NO

2.2.1 If so, furnish particulars:

………...
.

………
.

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

☐ YES ☐ NO

2.3.1 If so, furnish particulars:

……..

……..

3. DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[4] 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.

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

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

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

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

____

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

Held at ____ (*place)*

on ____ *(date)*

RESOLVED that:

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

____

____
(project description as per Tender Document)

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

2 *Mr/Mrs/Ms: ____

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

and who will sign as follows:

____

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

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

Note:

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

ENTERPRISE STAMP

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

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

____

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

Held at ____ *(place)*

on ____ *(date)*

RESOLVED that:

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

____

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

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

____

____
(project description as per Tender Document)

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

1 *Mr/Mrs/Ms:

____

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

and who will sign as follows:

____

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

2 The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

3 The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address:

____

_______________________________________Postal Code ____________________

Postal Address:

____

____Postal Code__________________

Telephone number: ______________________ Fax number: _________________________

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

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

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1 ______________________________

____

2 ______________________________

____

3 ______________________________

____

4 ______________________________

____

5 ______________________________

____

6 ______________________________

____

7 ______________________________

____

8 ______________________________

____

Held at ______________________________ *(place)*

on ______________________________*(date)*

RESOLVED that:

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

____

____
_

(project description as per Tender Document)

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

B. Mr/Mrs/Ms:____

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

and who will sign as follows: ____

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

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

____

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

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

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

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

Physical address: ____

____

_______________________________________Postal Code ________________________

Postal Address: ____

____

____Postal Code _____________________

Telephone number ____________________ Fax number: _________________________

E-mail address: ____

	Name	Capacity	Signature
1			
2			
3			
4			
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:	**APPOINTMENT OF THE PANEL OF SERVICE PROVIDERS ON ROTATIONAL BASIS TO SUPPLY AND DELIVER PORTABLE (DRINKING) WATER USING WATER TANKERS TO VARIOUS CLIENTS FOR DURATION OF EIGHT (8) MONTHS IN AREA 4: (MATATIELE, MALUTI, MOUNT FLETCHER, MACLEAR, CEDARVILLE, MOUNT AYLIFF, TABASE, AVONDALE, ZAMUXOLO, MBIZENI, MOUNT FRERE, ELANDS HEIGHTS, LUKHOLWENI ANDNTABANKULU)**		
Tender / Quotation no:	**MTHQ 100/26**	**Reference no:**	**1004**

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:	**APPOINTMENT OF THE PANEL OF SERVICE PROVIDERS ON ROTATIONAL BASIS TO SUPPLY AND DELIVER PORTABLE (DRINKING) WATER USING WATER TANKERS TO VARIOUS CLIENTS FOR DURATION OF EIGHT (8) MONTHS IN AREA 4: (MATATIELE, MALUTI, MOUNT FLETCHER, MACLEAR, CEDARVILLE, MOUNT AYLIFF, TABASE, AVONDALE, ZAMUXOLO, MBIZENI, MOUNT FRERE, ELANDS HEIGHTS, LUKHOLWENI ANDNTABANKULU)**		
Tender / Quotation no:	**MTHQ 100/26**	**Reference no:**	**1004**

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: MTHQ 100/26
Name of Tender ……………………………………………………………………………………………… ☐ EME[1] ☐ QSE[2] ☐ 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

[1] EME: Exempted Micro Enterprise
[2] QSE: Qualifying Small Business Enterprise

State date of South African citizenship obtained (not applicable to persons born in South Africa)

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:	APPOINTMENT OF THE PANEL OF SERVICE PROVIDERS ON ROTATIONAL BASIS TO SUPPLY AND DELIVER PORTABLE (DRINKING) WATER USING WATER TANKERS TO VARIOUS CLIENTS FOR DURATION OF EIGHT (8) MONTHS IN AREA 4: (MATATIELE, MALUTI, MOUNT FLETCHER, MACLEAR, CEDARVILLE, MOUNT AYLIFF, TABASE, AVONDALE, ZAMUXOLO, MBIZENI, MOUNT FRERE, ELANDS HEIGHTS, LUKHOLWENI ANDNTABANKULU)		
Tender / Quotation no:	MTHQ 100/26	Closing date: Tuesday, 18 August 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 (NCPPDSA).
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

(a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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**

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

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

Stamp Commissioner of Oaths

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

Stamp Commissioner of Oath

PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

BID NUMBER: MTHQ 100/26

BID/ PROJECT DESCRIPTION: APPOINTMENT OF THE PANEL OF SERVICE PROVIDERS ON ROTATIONAL BASIS TO SUPPLY AND DELIVER PORTABLE (DRINKING) WATER USING WATER TANKERS TO VARIOUS CLIENTS FOR DURATION OF EIGHT (8) MONTHS IN AREA 4: (MATATIELE, MALUTI, MOUNT FLETCHER, MACLEAR, CEDARVILLE, MOUNT AYLIFF, TABASE, AVONDALE, ZAMUXOLO, MBIZENI, MOUNT FRERE, ELANDS HEIGHTS, LUKHOLWENI ANDNTABANKULU)

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

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 count 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 pubic 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.

SPECIAL CONDITIONS OF BID

1. INTERPRETATION

1.1. The word “Bidder” in these conditions shall mean and include any firm of Contractors, Services Providers or any company or body incorporated or unincorporated or any other legal entities.

1.2. The word “Department” in these conditions shall mean the DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

1.3. Any reference to words “Bid” or “bidder” herein and or any other documentation shall be construed to have the meaning as the words “Tender” or Tenderer”.

2. PRECEDENCE

2.1. If any other condition (bid rule) in the bid document is in contradiction with the “Special Conditions of Bid” the “Special Conditions of Bid” will take preference.

2.2. The “Special Conditions of Bid” can only be amended by an official addendum before the closing date of the bid.

3. GENERAL BID RULES

3.1. “Written” or “in writing” means hand-written in non-erasable ink or any form of electronic or digital writing and or a combination thereof.

3.2. The digital and or electronic completion and signing of documents is permitted.

3.3. A bidder participates in this bid process entirely at its own risk and cost.

3.4. The Department may accept or reject any bid offer and may cancel the bid process (or reject all bid offers at any time) prior to the formation of a contract, due to the following:

3.4.1. due to changed circumstances, there is no longer a need for the goods or services specified in the invitation;

3.4.2. funds are no longer available to cover the total envisaged expenditure;

3.4.3. no acceptable tender is received;

3.4.4. there is a material irregularity in the tender process; or

3.4.5. there is material change in the scope of works.

3.5. The Department shall not accept or incur any liability for such cancellation or rejection or acceptance, but will give written reasons for such action upon receiving a written request to do so.

3.6. Completed bid documents in a sealed envelope, endorsed with the relevant bid number, bid description and the closing, must be deposited in the bid box as indicated in the bid document.

3.7. Bidders must ensure that bids submitted via courier services are deposited by the courier service in the Departmental Bid box, prior to the closing date and time. The Department will not accept responsibility for any bids, which are not timeously deposited in the Bid Box.

3.8. A Bid will be treated as a late bid, if it is not received in the bid box. The Department will not accept responsibility for any late depositing of bids or for the non-depositing of bids in the bid box, which are as a result from an act committed or omitted by an official. This is not limited to the following cases:

3.8.1. A Bidder handed over its bid to a departmental official or to the security services personnel timeously, but they omits to deposit the bid in the bid box on or before the closing date and time.

3.8.2. If a courier service delivers the bid to a departmental official or to the security services personnel timeously and it is not deposited in the bid box timeously.

3.8.3. The bid documents were send through mail / Post Office and it is not timely collected and or timely deposited in the Departmental Bid Box.

3.9. Bids received after the closing date and time will not be accepted for consideration and where practical, be returned unopened to the Bidder(s).
3.10. The bidder must be registered on the Central Supplier Database (CSD) for government prior to the award and must be active on the CIDB where applicable.
3.11. Bidders are not allowed to recruit or shall not attempt to recruit an employee of the Department for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof.

4. AMBIGUITIES/ CONTRADICTIONS

4.1. If a bidder becomes aware of any ambiguities or contradictions in the bid document or the specifications, drawings or descriptions or functionality or quality, or any part of the bid document, this should be clarified with the Department, at least five (5) working days before the closing time stated in the tender data.
4.2. If the Department found, after the closing date of the bid, that there is an ambiguity/ contradiction in the bid document , the Department reserves the right to:
   4.2.1. If the ambiguity/ contradiction in the bid document is of an administrative nature, request bidders to correct any non-compliances caused by the ambiguity/ contradiction or
   4.2.2. Cancel the bid and process

5. PERIOD OF VALIDITY FOR BIDS AFTER CLOSING DATE

5.1 All Bids must remain valid from the closing date for a period as stipulated in the bid document.
5.2 The Department reserves the right to request for the validity extensions of bids, should it deemed necessary. The following conditions will apply when the Department request for a validity extension of a bid:
   5.2.1 The request for a validity extension will be done while the validity period of the bids are still valid.
   5.2.2 Bidders have the right to refuse the extension of the validity period of their bids.
   5.2.3 If a request for validity extensions are send to bidders while the validity period of the bids are still valid, non-replying to the request for validity extension before the expiry date will be deemed a tacit agreement to the extension of the validity period. The Department will communicate with the affected bidders to confirm such tacit agreement.
   5.2.4 Should the bidder not agree with the tacit agreement, the bidder shall be deemed to be non-responsive and not considered for further evaluation.
   5.2.5 If a bidder(s) refused a validity extension, it will be deemed that the bidder(s) had withdrawn their bids from the bidding process. The Department reserves the right to continue with its bid evaluation and adjudication of the remaining bids and finalise the process.

6. BRAND NAMES

6.1 Wherever a brand name is specified in this bid document (i.e. in the specifications, pricing schedule or bill of quantities or anywhere in this document), the department's requirement is not limited to the specified brand name, but requires an item similar/equivalent or better than specified.

7. CONTRACTUAL PRICE ADJUSTMENTS

7.1 The Bid will not be subjected to any price escalation.

8. AUTHORITY TO SIGN BID DOCUMENTS

8.1 No authority to sign (PA 15.1: Resolution of Board of Directors) is required from an enterprise which has only one director or is a sole ownership.

8.2 In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence should be submitted with the bid at the closing time, that the Bid has been signed by a person properly authorised by resolution of the directors or under the articles of the entity. For that purpose, forms PA-15.1-15.3 (Resolution of Board of Directors) are included in the bid document for completion by the relevant Board(s) of Directors

8.3 The department further accepts that, in the absence of a PA 15.1: Resolution of Board of Directors, any director or any member of the enterprise may have the authority to bind the enterprise. Therefore the following will apply when only one director or one member of the enterprise signed the bid documents:

8.3.1 The signature of any one of the directors or any one of the members of the enterprise will bind the enterprise and all the directors/ members of the enterprise. This condition will therefore render the bid valid; and

8.3.2 The Department will verify the authority to sign (if deemed necessary) and where possible, may request proof of such authority of the relevant director or relevant member to act on behalf of the enterprise in the form of a " Resolution of the Board of Directors", if such ", (PA 15.1: Resolution of Board of Directors)," was not submitted with the bid or was not completed or was incorrectly completed,

8.4 In the case of a sub-contractor agreement, a joint venture or consortia, the signing of the sub-contractor agreement, or Joint Venture or Consortia agreement by any director or member of each of the parties to the agreement, will render the sub-contractor agreement or Joint Venture or Consortia agreement valid. Therefore:

8.4.1 The Department reserves the right to request from each party to the sub-contractor agreement or Joint Venture or Consortia" agreement, proof of such authority of the relevant director or relevant member to act on behalf of the enterprise(s), in the form of a " Resolution of the Board of Directors", if it was not submitted with the bid or was not completed or was incorrectly completed,

8.5 In the event that a non-member or non-director to the enterprise(s) sign the bid documents and or sign a joint venture or consortia agreement, an "Authority to sign" issued by a director of the enterprise(s) or by the Board of Directors of the enterprise(s) must be submitted with the bid at the closing date. Failure to comply with this requirement at the closing date of the bid, will invalidate the bid submitted.

9. CONTRACT PERIOD

9.1 The expected contract period is as stipulated in the Contract Data. The construction period is as stipulated within the Contract Data from date of handing over of site in the case of contractors.

10. NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER

10.1 The Bid will be awarded to the bidder who scores the highest PPPFA number of points:

10.1.1 The Department reserves the right to negotiate with bidders a reasonable market price /offer should an offer not be market related.

11. AWARD OF CONTRACTS TO TENDERERS NOT SCORING HIGHEST POINTS

The Department reserves the right to award the bid to a tenderer, other than the highest scoring bidder, after having applied an objective criteria (i.e risk assessment, as per the risk assessment criteria in the notice to invitation to tender/quote).

12. TAX COMPLIANCE

12.1 No tender shall be awarded to a bidder who is non tax -compliant.

12.2 All bidders' tax matters must be in order prior to award.

12.3 Bidders' tax matters will be verified through CSD.

12.4 If the recommended bidder's tax status is non-compliant, the recommended bidder must submit written proof from SARS of their tax compliant status or submit written proof that they have made an arrangement with SARS to meet their outstanding tax obligations.

12.5 The recommended bidder will be given a maximum of seven (7) working days to correct their tax compliance status.

12.6 Failure to comply within seven (7) working days, from the date of the request, the Department will reject the bid submitted by the bidder.

13. REGISTRATION AS A VAT-VENDOR

13.1 Non-VAT vendors do not have to include VAT in their bid prices.

13.2 Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R1 million, must include VAT in the prices quoted and must therefore immediately upon award of the contract, register with the South African Revenue Service (SARS) as VAT vendors.

13.3 The award of contract would be conditional (for Non-VAT vendors who included VAT in their prices) conditional pending the successful bidder submitting proof of registration as VAT vendor with SARS within 21 days of award.

13.4 Failure to comply within 21 days after being notified to do so will lead to the automatic withdrawal of the "provisional letter of award" and elimination of the bidder's offer.

13.5 VAT vendors must include VAT in their bid prices and failure to comply will lead to an automatic elimination of the bidder's offer.

13.6 In all other instances, where bidders have excluded VAT from the prices quoted, if the bidder is successful, the letter of award will clearly state that the price at which the contract is awarded is exclusive of VAT and that VAT will not be added on at any stage after the contract has been signed.

13.7 If a Non-VAT vendor/ bidder is contracted with the Department with a price which is Excluded Vat, and it becomes a VAT vendor after award or alternatively becomes a VAT vendor due to a cumulative number of awards, the bidder will have to absorb the adverse financial implications of not including VAT in their price quoted. VAT cannot be claimed from the Department for any payments already made or from any future payments.

14. CERTIFICATION OF DOCUMENTS

14.1 Where so required in the bid documents, bidders are required to submit copies which are certified as a "true copy of the original".

14.2 If a bidder submitted an uncertified copy of an original document, or an original copy which is not correctly certified, the bidder will be afforded an opportunity to correct such non-compliance within a minimum period of 48 hours as follows:

14.2.1 The corrected noncompliance must be made from the initial copied document and not from a new document or from another document.

14.3 All bidders' whose copies complies with the minimum requirements above, will be "deemed in order" and will be subjected for consideration in further evaluation processes, even if the Department did not request any corrections.

14.4 No submissions of new or alternative documents or certified copies of new or alternative documents will be allowed after the bid closing date.

14.5 The Department will not accept a copy of a copied document and will not provide any bidder an opportunity to correct such a non-compliance.

15. REQUIREMENTS FOR A VALID BBBEE CERTIFICATES AND SWORN AFFIDAVITS

A valid B-BBEE Certificate is a B-BBEE Certificate which has not expired at the closing date of the bid.

15.1 A "Sworn Affidavit" must comply with the following minimum requirements to be considered valid:

15.1.1 The "Sworn Affidavit" must not be expired at the closing date.

15.1.2 All the mandatory sections in the affidavit must be completed in ink.

15.1.3 If a percentage ownership is zero (0) % on paragraph 3, it is not mandatory to complete the field. It can be left blank.

15.1.4 The BBBEE Level Contributor must be indicated (ticked)

15.1.5 The Annual Total Revenue must be based on the latest financial year-end's Financial Statements/Management Accounts and other information of the bidder.

15.1.6 A "Sworn Affidavit" based on information from financial periods prior to the latest financial year-end of the bidder or for a financial year which has not yet ended, is invalid.

15.1.7 The latest financial year-end must be clearly indicated by the bidder (Deponent) in the "Sworn Affidavit". An omission of the financial year will invalidate the submitted "Sworn Affidavit".

15.1.8 The financial year must clearly indicate: day/month/year.

15.1.9 The "Sworn Affidavit" must be correctly completed, signed and dated by the bidder (Deponent).

15.1.10 The "Sworn Affidavit" submitted must be correctly signed and stamped by the "Commissioner of Oath".

15.1.11 For construction bids, a "Sworn Affidavit" issued in terms of the Amended Construction Sector Code; (Gazette Vol. 630 No. 41287) and in terms of paragraph 3.6.2.4.1 (B) must be used. All other the conditions applicable to "valid sworn affidavits" as per this "Special Conditions of Bid" will apply. In addition, for Construction Sector Affidavits, the annual turnover table must also be completed

16. AWARDING OF POINTS FOR SPECIFIC GOALS (PA-16)

16.1 In accordance with the PPPFA regulations 2022, bidders will not be eliminated if they do not submit a BBBEE – certificate or a "valid sworn affidavits". The bidder will not be scored for points, but will be evaluated further.

16.2 For a bidder to be awarded points for specific goals as per the bid, the bidder must submit proof as specified in the bid document with the bid at the closing date and time.

16.3 The requirements of a valid BBBEE-Certificate and or "Sworn Affidavit" as specified in the Special Conditions of Tender applies.

16.4 Parties in an unincorporated joint venture must submit its own consolidated B-BBEE certificate, which has not expired at the closing date of the bid.

16.5 If a bidder submit with the bid at the closing date the required proof for specific goals, as specified in the bid document, but the proof is not certified or is certified incorrectly, the bidder will be given a minimum of 48 hours to submit a copy which is correctly certified. The copy maybe certified after the closing date of the bid. The copies maybe certified after the closing date of the bid.

16.6 If a bidder submit at the closing date of the bid a valid proof as specified in the bid document, but the bidder's PA 16 is not signed or dated or witnessed or it is not properly completed, or its not completed or submitted or did not claim points, the bidder will be given a minimum of 48 hours to submit or correctly complete its PA 16.

16.7 All bidders' whose submitted proof as specified in the bid document and it complies with the minimum requirements above, will be "deemed in order" and will be subjected for consideration in further evaluation, even if the Department did not request any corrections/ certifications.

16.8 No submissions of alternative proof for specific goals as specified in the bid document will be allowed after the bid closing date.

16.9 Bidders who failed to submit the required proof for points for specific goals, will not be scored for the relevant specific goal(s), but there offers will still be evaluated further.

17 BIDDER'S DISCLOSURE/ BIDDER'S DECLARATION (PA - 11)

17.1 The Department will afford a bidder an opportunity to correct its PA-11 form, if the bidder omitted to sign or to complete or to properly complete this form.

17.2 A bidder's offer maybe eliminated if the bidder's declaration is proven false during the bid evaluation process.

18 FORM OF OFFER AND ACCEPTANCE

18.1 The tender amount in words takes precedence, where there is a discrepancy between the amount in figures, and the amount in words will govern.

18.2 The successful bidder will be required to balance its rates prior signing of a contract.

18.3 If the tenderer makes an obvious grammatical error in the amount of words, the wording will be compared to all the submitted comparative figures (i.e. the amount in figures on the submitted "Form of Offer and Acceptance" and the amount stipulated in the bills of quantities or the final summary page, or activity schedule or pricing schedule) and if deemed the same:

18.3.1 The tenderer's offer will not be disqualified.

18.3.2 The tenderer can be requested to correct the error and ratify its "Form of Offer and Acceptance".

18.4 If there is no amount in words, the amount in figures on the submitted "Form of Offer and Acceptance" will be compared to all the submitted comparative figures (i.e. the amount stipulated in the submitted bills of quantities or the final summary page or the activity schedule, or the pricing schedule) and if deemed the same:

18.4.1 The tenderer's offer will not be disqualified.

18.4.2 The tenderer can be requested to correct the omission of the amount in words and ratify its "Form of Offer and Acceptance".

18.5 In addition to the above, the form of Offer and Acceptance, must at the closing date of the bid, comply with the following minimum criteria:

18.5.1 It must be signed by an authorised person of the Bidder;

18.5.2 The Surname with Initials/ Name of the authorised person must be clearly indicated;

18.5.3 The date on the form of offer must be completed;

18.5.4 The name of the bidder/ legal entity must be clearly indicated.

18.6 If both the "amount in words" and the "amount in figures" is not completed, the bid will be eliminated.

19 CORRECTION OF ERRORS

19.1 Only the authorised signatory to the tender should initial corrections in the tender document.

19.2 All corrections must be in non-erasable ink and the use of correcting fluid (tippex) is prohibited.

19.3 In the event that a correction is not initialled or the correction is initialled by a person not having the prescribed authority, the Department will:

19.3.1 Seek the necessary clarification from the tenderer and;

19.3.2 If accepting the response from the tenderer, evaluate the bid further and or;

19.3.3 Allow the tenderer to correct/ ratify any noncompliance, where necessary.

20 CONDITIONS WITHDRAWN FROM THE GENERAL CONDITIONS OF CONTRACT

20.1 N/A

21 INCOMPLETE SECTIONS OR SCHEDULES IN BID DOCUMENTS

21.1 Bidders' who omitted or incorrectly completed a section(s) or a schedule(s) in the bid document, but have submitted with the bid the required/ specified proof or supportive documents for that particular sections of the document, maybe allowed to correct such non-compliance.

22 TESTIMONIALS

22.1 The word " testimonial" and "reference letter" means the same

22.2 Testimonials must be submitted with the bid and must comply with the following minimum requirements to be considered valid:

22.2.1 The testimonials must be signed.

22.2.2 The project must be within the period specified in the bid.

22.2.3 The testimonial's contract period and R- value must be for a single contract and not the sum of various contracts.

22.2.4 The project must have a minimum contract period as specified in the bid.

22.2.5 The testimonial must clearly indicate the contract start date and contract end date/ practical completion date.

22.2.6 The testimonial must indicate the client's name, contact particulars and Email address.

22.2.7 The testimonial must be dated.

22.2.8 The testimonial must be stamped by the client. If the testimonial is not stamped, the Department may still consider the testimonial after the authenticity has been verified by the Department.

22.3 In the case of a rates based contract, the actual expenditure or work certified will be deemed the contract value.

22.4 The bidders performance should be indicated in the testimonial either as (or indicated as a combination of):

22.4.1 An unacceptable performance or

22.4.2 Not unacceptable, but needs Improvement or

22.4.3 A Satisfactory performance or

22.4.4 Above Satisfactory

22.4.5 Excellent performance

22.5 If the bidder's performance is not indicated in the testimonial, the Department will deemed that the bidder's performance was unsatisfactory and will not verify the contrary.

22.6 It is the bidder's responsibility to ensure that their references are contactable.

22.7 The Departmental will only engage once with the bidder to provide alternative contact numbers to verify the testimonial, if it is not contactable on the Department's first attempt.

22.8 If the Department receives no response on the bidder's testimonials, the bidder will be deemed to have performed unsatisfactory work on the relevant project. Also a "no comment" reply will be deemed as an unsatisfactory performance.

22.9 Bidders will not be afforded to submit new testimonials, if there initial references/ testimonials are not responding.

22.10 An appointment letter/ award letter and or signed contract are not accepted as a testimonial.

22.11 Bidders may use the testimonial template provided in the bid document (if included in the Bid Document) or may use the format of their clients. The testimonial must cover the minimum requirements as specified in this special conditions.

23 POINTS FOR SPECIFIC GOAL:

23.1 The Department will give points for specific goals for this bid as per the table below:

23.1.1 For cases with a rand value greater than R 2000,00 and up to a R 1million (inclusive of all applicable taxes), the specific goals as listed in the table below applies:

The following specific goals are applicable (Maximum 20 points	
Description of Specific Goal for which points will be allocated	**Points**
1. An EME or QSE or any entity which is at least 51% owned by black people	10 points
2. An EME or QSE which is at least 51% owned by women	4 points
3. An EME or QSE which is at least 51% owned by people with disabilities	2 points
4. An EME or QSE which is at least 51% owned by youth	2 points
5. Located in **Eastern Cape Province**	2 points
TOTAL POINTS	**20 points**

23.1.2 For cases with a rand value greater than R 1 million and up to a R 50 million (inclusive of all applicable taxes), the specific goals as listed in the table below applies:

The following specific goals are applicable (Maximum 20 points	
Description of Specific Goal for which points will be allocated	**Points**
1. An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI)	10 points
2. An EME or QSE which is at least 51% owned by women	4 points
3. An EME or QSE which is at least 51% owned by people with disabilities	2 points
4. An EME or QSE which is at least 51% owned by youth	2 points
5. Located in **Eastern Cape Province**	2 points
TOTAL POINTS	**20 points**

24 THE OTHER ADDITIONAL INFORMATION WHICH MAY BE REQUIRED FOR EVALUATION

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

25 DISCLAIMER

25.1 It is impractical and cumbersome for the Department to communicate with all qualifying bidders to correct/ ratify all eligible matters as articulated in this "Special Conditions of Bid". The Department therefore reserves the right and discretion, during its evaluation and other administrative processes to:

25.1.1 Limit its correspondences for corrections/ ratifications/ clarities to potential higher point scoring bidders only and to

25.1.2 Further evaluate any potential qualifying lower scoring bidder(s) as "deemed responsive" without requesting the corrections/ ratifications of a matter which is eligible as per the "Special Conditions of Bid".

public works
& infrastructure
Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE
&
SCOPE OF WORKS

SECTION 1: INVITATION TO SUBMIT QUOTATIONS

1.1 Invitation

The Department of Public Works and Infrastructure ("the Department") hereby invites suitably qualified and experienced service providers to submit quotations for the:

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS ON A ROTATIONAL BASIS FOR THE SUPPLY AND DELIVERY OF POTABLE (DRINKING) WATER USING WATER TANKERS TO VARIOUS CLIENT DEPARTMENTS FOR A PERIOD OF EIGHT (8) MONTHS (INTERIM CONTRACT)

The purpose of this procurement is to establish a panel of competent service providers to supply and deliver potable (drinking) water to government facilities and other approved client departments on an as-and-when-required basis within the applicable operational service areas.

This appointment is an interim measure intended to ensure the uninterrupted provision of emergency potable (drinking) water services while the Department finalises its long-term procurement arrangements. Appointment under this contract shall not create any expectation of renewal, extension or preferential consideration under any future procurement undertaken by the Department.

Successful bidders shall be appointed to a rotational panel for a period of eight (8) months, commencing from the date stated in the Letter of Appointment.

Appointment to the panel shall not constitute a guarantee of work, a guaranteed quantity of water to be supplied, or a guaranteed contract value. Work shall be allocated only as and when required, subject to:

- Operational requirements;
- Emergency service demands;
- The approved Rotation Allocation Methodology;
- Contractor availability and capacity; and
- Availability of funds.

1.2 Evaluation Methodology

The evaluation of quotations shall be conducted in the following stages:

Stage 1: Administrative and Substantive Compliance

The Department shall evaluate all quotations against the mandatory administrative and substantive requirements prescribed in the bid documentation.

Only bidders who satisfy all mandatory requirements shall proceed to Stage 2.

Stage 2: Technical Compliance

Qualifying bidders shall be evaluated against the technical requirements contained in this Terms of Reference, including but not limited to:

- ownership or lawful use of suitable water tankers;
- proof of tanker capacity;

- roadworthiness of vehicles;
- compliance with potable water transportation requirements;
- operational capacity to provide emergency services; and
- any other mandatory technical requirements specified in the bid documentation.

Only technically compliant bidders shall proceed to Stage 3.

Stage 3: Determination of the Departmental Contract Rate

Following the compliance evaluation, the Department shall conduct an internal market analysis to determine a fair, reasonable and market-related contract rate applicable to each operational service area.

The contract rate shall be determined by the Department after considering relevant market information, including historical rates, municipal water tariffs, transport costs and other relevant operational factors.

Stage 4: Acceptance of the Departmental Contract Rate

The Department shall offer the determined contract rate to all qualifying bidders.

Only bidders who provide written acceptance of the Department's offered contract rate within the period stipulated in the Notice of Appointment shall be appointed to the rotational panel.

A bidder who declines the offered contract rate or fails to provide written acceptance within the prescribed period shall not be appointed.

1.3 Nature of the Appointment

The services required under this Terms of Reference are emergency response services for the supply and delivery of potable (drinking) water to client departments within the Mthatha Regional Office jurisdiction.

Services shall be rendered strictly on an **as-and-when-required basis** and only upon receipt of an official work instruction issued by the Department.

The Department reserves the right to issue work instructions at any time, including during normal working hours, after-hours, weekends and public holidays, where emergency circumstances require the immediate supply and delivery of potable (drinking) water.

1.4 Rotational Panel

All qualifying bidders who accept the Department's determined contract rate shall be appointed to the rotational panel.

The order of the rotational panel shall be determined according to the registered legal business name of each appointed service provider as reflected on the relevant business registration documents submitted with the quotation.

Service providers whose registered legal business names commence with numerical characters (0–9) shall be placed first in ascending numerical order, followed by service providers whose registered legal business names commence with alphabetical characters (A–Z).

The rotational panel shall remain unchanged for the duration of the contract unless amended in accordance with the provisions of this Terms of Reference.

1.5 Operational Service Areas

The procurement has been divided into five (5) operational service areas. Each operational service area shall be advertised under a separate quotation, and bidders shall submit a quotation for **one (1) operational service area only**, in accordance with the requirements of these Terms of Reference.

Table 1: Operational Service Areas

Area	Primary Service Locations
Area 1	Mthatha, Mqanduli, Ngqeleni, Bityi, Elliotdale, Libode, Tsolo, Coffee Bay, Qumbu, Kwaaiman and Sulenkama
Area 2	Butterworth, Centane, Idutywa, Tsomo, Ngqamakwe, Willowvale, Ngcobo and Dalasile
Area 3	Flagstaff, Bizana, Lusikisiki, Mthontsasa, Hlababomvu, Ndengane, Mpisi, Port St Johns, Qhasa and Mzamba
Area 4	Matatiele, Maluti, Mount Fletcher, Maclear, Cedarville, Mount Ayliff, Tabase, Avondale, Zamuxolo, Mbizeni, Mount Frere, Elands Heights, Lukholweni and Ntabankulu
Area 5	Sterkspruit, Jamestown, Cofimvaba, Elliot (Khowa), Palmietfontein, Dordrecht, Bolotwa, Indwe, Aliwal North, Lady Frere, Lady Grey, Cala, Bridge Camp, Phumalanga, Floukraal and Ida

Note: The locations listed above comprise towns, villages, Departmental facilities, institutions, police station service points and surrounding areas within the applicable operational service area.

The Department reserves the right to require the appointed Service Provider to supply and deliver potable (drinking) water to any Departmental facility, institution, police station, town, village or surrounding area falling within the operational boundaries of the applicable operational service area, as and when required.

2. SCOPE OF WORKS

2.1 Scope of Services

The successful Contractor shall, upon receipt of an official work instruction issued by the Department, provide the supply and delivery of potable (drinking) water to government facilities and other approved client departments within the operational service area for which the Contractor has been appointed.

The services shall be rendered strictly on an as-and-when-required basis in response to emergency water supply interruptions or planned water supply requirements authorised by the Department.

The scope of services shall include, but not be limited to, the following:

2.2 Supply of Potable (Drinking) Water

The Contractor shall:

- Supply potable (drinking) water that is safe for human consumption and complies with the applicable South African National Standards (SANS 241) and all other applicable legislation governing drinking water quality.

- Obtain potable water only from approved municipal water supply systems or other water sources approved by the Department.
- Ensure that the quality of the water is maintained throughout collection, transportation and delivery.

2.3 Transportation and Delivery

The Contractor shall:

- Transport potable (drinking) water using suitable water tankers designed and maintained specifically for the transportation of drinking water.
- Deliver potable water only to locations identified in the Department's official work instruction.
- Complete all deliveries safely, efficiently and within the prescribed response times.
- Ensure that the quantity delivered corresponds with the quantity specified in the Department's work instruction.

2.4 Filling of Water Storage Facilities

The Contractor shall:

- Fill existing water storage tanks, reservoirs and other approved storage facilities located at government premises.
- Where instructed by the Department, supply potable water into temporary storage tanks or other approved storage facilities.

2.5 Emergency Response Services

The Contractor shall:

- Respond to authorised work instructions issued by the Department on an as-and-when-required basis.
- Attend to emergency requests during normal working hours, after-hours, weekends and public holidays where required.
- Maintain sufficient personnel, vehicles and equipment throughout the contract period to ensure continuous service delivery.

2.6 Plant and Equipment

The Contractor shall provide, at its own cost, all labour, supervision, plant, vehicles, equipment and materials necessary for the proper execution of the services, including but not limited to:

- Water tankers;
- Pumps;
- Delivery hoses;
- Hose couplings and fittings;
- Valves; and
- All ancillary equipment required to complete deliveries safely and efficiently.

2.6 Protection Against Contamination

The Contractor shall ensure that:

- Water tankers and associated equipment are maintained in a clean and hygienic condition.
- Potable water is protected against contamination during collection, transportation and delivery.
- Potable water is not transported together with any material or substance that may compromise its quality.

2.7 Completion of Deliveries

Upon completion of each authorised work instruction, the Contractor shall:

- Ensure that the authorised quantity of potable (drinking) water has been delivered.
- Obtain the signature of the authorised departmental or client representative confirming receipt of the delivery.
- Report any operational difficulties or incidents encountered during the execution of the work.

2.8 Exclusions

This contract does not include:

- Permanent repairs to municipal water infrastructure.
- Plumbing installations or repairs within government facilities.
- Construction of permanent water storage infrastructure.
- Any service not specifically authorised by the Department through an official work instruction.

3. OPERATIONAL SERVICE AREAS

3.1 Operational Service Areas

For the purposes of this procurement, the Mthatha Regional Office jurisdiction has been divided into five (5) operational service areas.

Appointed Service Providers shall only render services within the operational service area for which they have been appointed.

The Department reserves the right to issue work instructions for any government facility, institution, police station, satellite office, service centre or client department situated within the boundaries of the applicable operational service area.

The operational service areas are intended solely for contract administration and the efficient management of emergency water supply services.

3.2 Area 1

The successful Contractor appointed for Area 1 shall provide emergency potable (drinking) water supply and delivery services to government facilities located within the following towns and service centres:

- Mthatha
- Mqanduli
- Ngqeleni
- Bityi
- Elliotdale (Xhora)
- Libode
- Tsolo
- Coffee Bay
- Qumbu
- Kwaaiman
- Sulenkama

3.3 Area 2

The successful Contractor appointed for Area 2 shall provide emergency potable (drinking) water supply and delivery services to government facilities located within the following towns and service centres:

- Butterworth (Gcuwa)
- Centane (Kentani)
- Idutywa
- Tsomo
- Ngqamakwe
- Willowvale (Gatyana)
- Ngcobo
- Dalasile

3.4 Area 3

The successful Contractor appointed for Area 3 shall provide emergency potable (drinking) water supply and delivery services to government facilities located within the following towns and service centres:

- Flagstaff
- Bizana
- Lusikisiki
- Mthontsasa
- Hlababomvu
- Ndengane
- Mpisi
- Port St Johns
- Qhasa
- Mzamba

3.5 Area 4

The successful Contractor appointed for Area 4 shall provide emergency potable (drinking) water supply and delivery services to government facilities located within the following towns and service centres:

- Matatiele
- Maluti
- Mount Fletcher
- Maclear (Nqanqarhu)
- Cedarville
- Mount Ayliff
- Tabase
- Avondale
- Zamuxolo
- Mbizeni
- Mount Frere (KwaBhaca)
- Eland Heights
- Lukholwemi
- Ntabankulu

3.6 Area 5

The successful Contractor appointed for Area 5 shall provide emergency potable (drinking) water supply and delivery services to government facilities located within the following towns and service centres:

- Sterkspruit
- Jamestown
- Cofimvaba
- Elliot (Khowa)
- Palmietfontein
- Dordrecht
- Bolotwa
- Indwe
- Aliwal North (Maletswai)
- Lady Frere (Cacadu)
- Lady Grey
- Cala (Xhalanga)
- Bridge Camp
- Phumalanga
- Floukraal
- Ida

4. ALLOCATION OF WORK ON A ROTATIONAL BASIS

4.1 Appointment to the Rotational Panel

The Department intends to appoint a panel of qualifying Service Providers for each operational service area.

Appointment to the rotational panel shall be subject to the Service Provider:

- complying with all mandatory administrative and technical requirements;
- accepting the Department's determined contract rate in writing; and
- meeting all requirements contained in this Terms of Reference.

Appointment to the panel shall not constitute:

- a guarantee of work;
- a guaranteed quantity of potable (drinking) water to be supplied;
- a guaranteed contract value; or
- an exclusive right to provide the services.

Work shall be allocated strictly on an as-and-when-required basis through official work instructions issued by the Department.

4.2 Establishment of the Rotational Panel

Upon appointment, Service Providers shall be placed on the rotational panel according to the registered legal business name reflected on the business registration documents submitted with the bid.

The rotational panel shall be arranged as follows:

- Service Providers whose registered legal business names commence with numerical characters (0–9) shall be listed first in ascending numerical order.
- Thereafter, Service Providers whose registered legal business names commence with alphabetical characters shall be listed alphabetically from A to Z.

The rotational order shall remain unchanged throughout the contract period unless amended in accordance with this Terms of Reference.

4.3 Rotation Allocation Methodology

To promote the fair and equitable distribution of work amongst appointed Service Providers, the Department shall administer the rotational panel using a **Rotation Allocation Threshold** of **50,000 litres** per Service Provider during each rotation cycle.

The cumulative allocation of 50,000 litres may consist of one or more work instructions of varying quantities depending on the operational requirements of the Department and the quantities requested by client departments.

The Rotation Allocation Threshold is an administrative mechanism intended to facilitate the equitable distribution of work and shall not constitute a guarantee of work or an entitlement to receive 50,000 litres during any rotation cycle.

4.4 Allocation of Work Instructions

Work instructions shall be allocated sequentially in accordance with the approved rotational panel.

A Service Provider shall continue to receive work instructions until reaching the Rotation Allocation Threshold of 50,000 litres for the applicable rotation cycle.

Where the next available work instruction would cause the Service Provider's cumulative allocation to exceed the Rotation Allocation Threshold, that work instruction shall be allocated to the next Service Provider in the rotational panel.

The affected Service Provider shall retain the outstanding allocation balance and shall receive the first suitable work instruction required to complete the outstanding allocation.

4.5 Outstanding Allocations

Where a Service Provider has not reached the Rotation Allocation Threshold during a rotation cycle, the outstanding allocation shall be recorded in the Department's Rotation Allocation Register.

The commencement of a subsequent rotation cycle shall not extinguish any outstanding allocation from a previous rotation cycle.

The Department shall continue allocating work in accordance with the approved rotational panel while ensuring that outstanding allocations are honoured through the first suitable work instruction before further allocations are made to that Service Provider within the current rotation cycle.

4.6 Rotation Allocation Register

The Department shall maintain a Rotation Allocation Register for each operational service area. The register shall include, as a minimum:

- Panel position.
- Service Provider name.
- Rotation number.
- Rotation Allocation Threshold.
- Quantity allocated.
- Outstanding allocation.
- Date of each work instruction.
- Work instruction number.
- Delivery location.
- Remarks.

The Rotation Allocation Register shall form part of the official contract management records and shall be used for contract administration, performance monitoring and audit purposes.

4.7 Failure to Accept or Respond to a Work Instruction

Where a Service Provider:

- declines a work instruction;
- fails to acknowledge a work instruction within the prescribed response time;
- is unable to perform the services;
- lacks the necessary operational capacity; or
- cannot comply with the requirements of the work instruction,

the Department shall allocate the work instruction to the next Service Provider in the approved rotational panel.
The original Service Provider shall retain its position in the rotational panel.
The reasons for the reallocation shall be recorded in the Rotation Allocation Register.

4.8 No Guarantee of Work

Appointment to the rotational panel shall not create any entitlement to receive work up to the Rotation Allocation Threshold or any minimum quantity of potable (drinking) water.

The actual quantity allocated to each Service Provider shall depend on:

- the occurrence of emergency water supply interruptions;
- work instructions issued by the Department;
- operational requirements;
- availability of funds;
- the duration of the contract; and
- the availability and capacity of the appointed Service Provider.

Outstanding allocations remaining upon expiry or termination of the contract shall automatically lapse and shall not give rise to any claim for compensation, damages, loss of profit or extension of the contract.

5. SECTION 5: PRICING AND DETERMINATION OF THE CONTRACT RATE

5.1 General

The Department shall determine a fair, reasonable and market-related contract rate applicable to each operational service area.

The contract rate shall be determined by the Department following the evaluation of compliant bids and shall apply equally to all appointed Service Providers within the same operational service area.

The purpose of determining a standard contract rate is to ensure equitable remuneration of all appointed Service Providers and to facilitate the effective administration of the rotational panel.

Appointment to the rotational panel shall be subject to the Service Provider's written acceptance of the Department-determined contract rate.

5.2 Determination of the Departmental Contract Rate

Following the evaluation of compliant bids, the Department shall conduct an internal market analysis to determine a fair, reasonable and market-related contract rate for each operational service area.

In determining the contract rate, the Department may consider, amongst others:

- Historical departmental contract rates;
- Prevailing municipal potable (drinking) water tariffs;
- Transportation distances within the operational service area;
- Fuel prices;
- Operating and maintenance costs of water tankers;
- Market conditions; and
- Any other relevant operational and cost factors.

The Department reserves the right to determine different contract rates for different operational service areas where operational circumstances justify such differentiation.

5.3 Offer of the Contract Rate

Upon determining the applicable contract rate, the Department shall issue a written offer to each qualifying bidder.

The written offer shall specify:
- The operational service area;
- The Department-determined contract rate;
- The period within which the bidder shall accept the offered rate in writing; and
- Any other conditions applicable to the appointment.

5.4 Acceptance of the Contract Rate

A qualifying bidder shall provide written acceptance of the Department's offered contract rate within the period stipulated in the written offer.

Only bidders who accept the Department's offered contract rate shall be appointed to the rotational panel.

Written acceptance of the Department's offered contract rate shall constitute acceptance of all pricing provisions contained in this Terms of Reference.

5.5 Refusal to Accept the Contract Rate

A bidder who:
- declines the Department's offered contract rate;
- attempts to negotiate an alternative contract rate; or
- fails to provide written acceptance within the prescribed period,

shall not be appointed to the rotational panel.

The Department may proceed with the appointment of the remaining qualifying bidders who have accepted the Department's offered contract rate.

5.6 Fixed Contract Rate

The Department-determined contract rate shall remain fixed for the duration of the eight (8) month contract.

No escalation, adjustment or variation of the contract rate shall be permitted during the contract period unless approved in writing by the Department in accordance with the applicable conditions of contract and relevant legislation.

5.7 Basis of Payment

Payment shall be made only for services that have been:
- Authorised through an official Departmental Work Instruction;
- Successfully completed in accordance with the requirements of the Work Instruction;
- Verified by the Department; and
- Supported by all mandatory documentation prescribed in this Terms of Reference.

Payment shall be based on:
- The Department-approved contract rate; and
- The actual quantity of potable (drinking) water successfully supplied, delivered and verified.

No payment shall be made for:

- Work undertaken without an authorised Departmental Work Instruction;
- Quantities not verified by the Department;
- Services rendered outside the scope of this Terms of Reference; or
- Incomplete or unsupported claims.

5.8 Mandatory Supporting Documentation

Every claim for payment shall be accompanied by the following supporting documentation:

- An original tax invoice;
- The official Departmental Work Instruction;
- A completed Delivery Note indicating:
    - Date and time of delivery;
    - Delivery location;
    - Quantity of potable (drinking) water delivered;
    - Water source; and
    - Water tanker registration number.
- A completed Job Card signed by both:
    - the Contractor's authorised representative; and
    - the authorised representative of the Client Department, confirming:
        - the quantity of potable (drinking) water delivered; and
        - satisfactory completion of the service.
- Any additional documentation reasonably required by the Department for verification and payment purposes.

5.9 Certification and Processing of Payment

The Department shall verify all invoices and supporting documentation before certifying payment.

An invoice shall only be certified for payment where:

- the services were authorised through an official Departmental Work Instruction;
- the services were satisfactorily completed;
- the quantity of potable (drinking) water delivered has been verified;
- the invoice is supported by all mandatory documentation prescribed in this Terms of Reference; and
- the Job Card has been duly completed and signed by the authorised representative of the Client Department confirming receipt of the potable (drinking) water and satisfactory completion of the service.

The Contractor shall be responsible for ensuring that the Job Card is duly completed and signed by the authorised representative of the Client Department before leaving the delivery site. Failure to obtain the required signature may result in delays in the certification and processing of payment until the required verification has been obtained.

Invoices that are incomplete, contain discrepancies, or are not supported by the required documentation may be returned to the Contractor for correction before payment can be processed.

Subject to the submission of a valid tax invoice and all mandatory supporting documentation, payment shall be made within thirty (30) days in accordance with the Public Finance Management Act, 1999 (Act No. 1 of 1999), Treasury Regulations and the Department's financial management procedures.

5.10 Uniform Pricing

All appointed Service Providers within the same operational service area shall be remunerated at the same Department-determined contract rate.

No Service Provider shall receive preferential pricing, additional remuneration or different rates for the same services rendered under this contract unless approved in writing by the Department in accordance with applicable legislation.

6. RESTRICTION ON MULTIPLE AREA SUBMISSIONS

6.1 Submission of Quotations

The Department has divided the procurement into five (5) operational service areas to promote equitable participation, broaden opportunities for qualifying Service Providers, ensure adequate geographical service coverage and facilitate the efficient administration of the rotational panels.

A bidder may submit **one (1) quotation for one (1) operational service area only**.

A bidder who submits quotations for more than one (1) operational service area shall be disqualified from all operational service areas for which quotations have been submitted.

6.2 Multiple Submissions

For the purposes of this Terms of Reference, multiple submissions include, but are not limited to:

- Submitting quotations under the same legal entity for more than one operational service area.
- Submitting a quotation in the bidder's own name for one operational service area while participating in another quotation as a joint venture, consortium, partnership, subcontractor or any other collaborative arrangement.
- A director, member, shareholder, partner or authorised representative participating in multiple quotations where such participation results in more than one submission by the same bidder or related entities.
- Any arrangement intended to circumvent the purpose of this restriction.

6.3 Verification

The Department reserves the right to:

- verify compliance with this requirement;
- request any information necessary to establish compliance;
- investigate suspected multiple submissions; and
- disqualify any bidder found to have contravened this requirement.

6.4 Appointment

A successful bidder may only be appointed to **one (1) operational service area** under this procurement.

Appointment to an operational service area shall not entitle the Service Provider to be considered for appointment in any other operational service area under this procurement.

6.5 Reservation of Rights

Where an operational service area receives no responsive or acceptable quotations, or where all qualifying bidders decline the Department's offered contract rate, the Department reserves the right to re-advertise that operational service area or utilise any other lawful procurement process in accordance with applicable legislation.

7. CONTRACTOR RESPONSIBILITIES

7.1 General Responsibilities

The Contractor shall execute the services in accordance with this Terms of Reference, the Conditions of Contract and all applicable legislation, regulations, municipal by-laws and South African National Standards.

The Contractor shall, at its own cost, provide all personnel, supervision, water tankers, equipment, fuel, materials and any other resources necessary for the proper execution of the services.

7.2 Work Instructions

The Contractor shall:

- Undertake services only upon receipt of an official Departmental Work Instruction.
- Acknowledge receipt of every Work Instruction within the prescribed response time.
- Execute the Work Instruction strictly in accordance with the quantity, delivery location and any special instructions issued by the Department.
- Not accept instructions directly from client departments without the prior written approval of the Department.

7.3 Emergency Response

The Contractor shall:

- Respond to all authorised Work Instructions within the prescribed response times.
- Maintain sufficient operational capacity to provide emergency potable (drinking) water supply services throughout the contract period.
- Be available to respond during normal working hours, after-hours, weekends and public holidays where required.

7.4 Potable Water Quality

The Contractor shall:

- Supply only potable (drinking) water fit for human consumption.
- Obtain potable water only from approved municipal water supply systems or other water sources approved by the Department.
- Ensure that water quality is maintained throughout collection, transportation and delivery.
- Immediately notify the Department where there is any reason to believe that the quality of the water may have been compromised.

7.5 Vehicles and Equipment

The Contractor shall ensure that:

- All water tankers are clean, hygienic and suitable for transporting potable (drinking) water.
- All water tankers are licensed, roadworthy and maintained in good operating condition throughout the contract period.
- Pumps, hoses, valves and all ancillary equipment are maintained in good working order.
- Any defective equipment that may affect service delivery is repaired or replaced without delay.

7.6 Personnel

The Contractor shall ensure that:

- Personnel are suitably trained, competent and experienced.
- Drivers possess valid driver's licences appropriate to the class of vehicle being operated.
- Personnel behave professionally at all government facilities.

- Personnel comply with all lawful instructions issued by authorised departmental officials.
- Personnel observe all security procedures applicable at government facilities.

7.7 Occupational Health and Safety

The Contractor shall:

- Comply with the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and all applicable regulations.
- Provide appropriate Personal Protective Equipment (PPE) to all employees.
- Take all reasonable precautions to safeguard employees, departmental officials, members of the public and government property.
- Immediately report any accident, injury or incident occurring during the execution of the services.

7.8 Communication

The Contractor shall:

- Nominate an authorised representative responsible for receiving Work Instructions.
- Maintain a functional twenty-four (24) hour contact number and email address throughout the contract period.
- Promptly notify the Department of any changes to contact details or authorised representatives.

7.9 Delivery Documentation

The Contractor shall ensure that every delivery is supported by:

- A completed Delivery Note.
- A completed Job Card.
- Confirmation of the quantity of potable (drinking) water delivered.
- The signature of the Contractor's authorised representative.
- The signature of the authorised representative of the Client Department confirming receipt of the delivery and satisfactory completion of the service.

The Contractor shall obtain all required signatures before leaving the delivery site.

7.10 Invoicing and Supporting Documentation

The Contractor shall submit invoices only after completion of the authorised Work Instruction. Each invoice shall be accompanied by all documentation prescribed in Section 5 of this Terms of Reference.

Failure to submit complete supporting documentation may delay the certification and processing of payment.

7.11 Reporting

The Contractor shall:

- Maintain accurate records of all services rendered.
- Submit any reports reasonably required by the Department for contract administration, performance monitoring or audit purposes.
- Cooperate fully with any inspection, verification or audit undertaken by the Department or any authorised oversight body.

7.12 Compliance

The Contractor shall comply with:
- This Terms of Reference.
- The Conditions of Contract.
- All applicable legislation and regulations.
- Applicable South African National Standards.
- Lawful instructions issued by the Department relating to the execution of the services.

7.13 Insurance

The Contractor shall maintain, throughout the duration of the contract, all insurance required by law, including public liability insurance where applicable.

Proof of such insurance shall be provided to the Department upon request.

8. DEPARTMENT RESPONSIBILITIES

8.1 General Responsibilities

The Department shall be responsible for the administration and management of this contract and shall ensure that the services are managed in a fair, transparent and accountable manner.

The Department shall appoint a Contract Manager or delegated official responsible for the day-to-day administration of the contract.

8.2 Issuing of Work Instructions

The Department shall:
- Issue official Work Instructions for the supply and delivery of potable (drinking) water.
- Specify the delivery location, estimated quantity of water required and any special instructions applicable to the Work Instruction.
- Determine the priority of each request based on the operational requirements of the Client Department.
- Ensure that no services are instructed outside the scope of this Terms of Reference.

8.3 Contract Administration

The Department shall:
- Administer the contract in accordance with this Terms of Reference.
- Maintain effective communication with appointed Service Providers.
- Monitor the execution of all Work Instructions.
- Ensure that all contract records are maintained for audit purposes.

8.4 Administration of the Rotational Panel

The Department shall:
- Maintain the approved rotational panel for each operational service area.
- Allocate Work Instructions in accordance with the Rotation Allocation Methodology prescribed in this Terms of Reference.
- Maintain the Rotation Allocation Register.
- Record all Work Instructions issued.
- Record cumulative allocations for each Service Provider.
- Record outstanding allocations where applicable.
- Record reasons for every deviation from the approved rotational methodology.

8.5 Verification of Services

The Department shall:

- Verify that the authorised services have been rendered.
- Verify the quantity of potable (drinking) water delivered.
- Confirm that deliveries have been completed in accordance with the Work Instruction.
- Ensure that the Job Card has been signed by the authorised representative of the Client Department.

8.6 Certification of Payment

The Department shall:

- Verify invoices and supporting documentation submitted by the Contractor.
- Ensure that invoices comply with Section 5 of this Terms of Reference.
- Certify compliant invoices for payment.
- Process payments in accordance with the Public Finance Management Act, Treasury Regulations and the Department's financial management procedures.

8.7 Performance Monitoring

The Department reserves the right to:

- Monitor the Contractor's performance throughout the contract period.
- Inspect water tankers and associated equipment.
- Verify the source of potable (drinking) water supplied.
- Investigate complaints relating to service delivery.
- Require corrective action where deficiencies are identified.

8.8 Departmental Records

The Department shall maintain, at a minimum:

- The Rotational Panel Register.
- Rotation Allocation Register.
- Work Instruction Register.
- Delivery Records.
- Invoice Register.
- Contractor Performance Records.
- Any other records required for contract administration and audit purposes.

8.9 Reservation of Rights

The Department reserves the right to:

- Suspend or withdraw a Work Instruction before execution where operational requirements so require.
- Reallocate a Work Instruction where a Contractor is unable or unwilling to execute the services.
- Verify any information submitted by the Contractor.
- Reject services that do not comply with this Terms of Reference.
- Exercise any contractual remedy available under the contract.

8.10 Fair Administration of the Rotational Panel

The Department shall administer the rotational panel fairly, consistently and transparently.
All Work Instructions shall be allocated in accordance with the Rotation Allocation Methodology prescribed in this Terms of Reference.

The Department shall ensure that all allocations, outstanding balances and deviations from the approved rotational methodology are properly recorded and supported by written reasons.

Nothing contained in this clause shall be construed as creating an obligation on the Department to allocate any minimum quantity of work to any Service Provider.

9. SERVICE STANDARDS AND RESPONSE TIMES

9.1 General

The Contractor shall provide the services in accordance with the service standards prescribed in this Terms of Reference to ensure the timely, safe and efficient supply and delivery of potable (drinking) water.

The Contractor shall perform all services with due care, skill and diligence and in a manner that promotes uninterrupted service delivery to Client Departments.

9.2 Response Times

The Contractor shall respond to all authorised Departmental Work Instructions within the following maximum response times:

Type of Service	**Maximum Response Time**
Emergency Water Supply Interruption	Within **4 hours**
Urgent Water Supply Requirement	Within **12 hours**
Planned Water Delivery	Within **24 hours**

The response time shall be measured from the time the Contractor receives the Departmental Work Instruction until arrival at the delivery site.

Failure to comply with the prescribed response times without reasonable cause may constitute unsatisfactory performance.

9.3 Availability of Services

The Contractor shall:

- Maintain sufficient operational capacity throughout the contract period.
- Be available to provide services during normal working hours, after-hours, weekends and public holidays where required.
- Ensure that adequate personnel, vehicles and equipment are available to meet the Department's operational requirements.

9.4 Service Standards

The Contractor shall ensure that:

- Only potable (drinking) water fit for human consumption is supplied.
- Water is obtained from approved water sources.
- Water tankers are clean, hygienic and suitable for the transportation of potable (drinking) water.
- The quantity delivered corresponds with the quantity specified in the Departmental Work Instruction.
- Deliveries are completed safely and without unnecessary delay.

9.5 Delivery Standards

Every delivery shall:
- Be completed at the location specified in the Departmental Work Instruction.
- Be carried out in a safe and professional manner.
- Be confirmed by the authorised representative of the Client Department through the completion and signing of the Job Card.
- Be supported by a completed Delivery Note.

9.6 Communication

The Contractor shall:
- Acknowledge receipt of every Departmental Work Instruction.
- Immediately notify the Department of any circumstances that may delay the execution of a Work Instruction.
- Maintain continuous communication with the Department until the Work Instruction has been completed.

9.7 Failure to Meet Service Standards

Where the Contractor fails to comply with the prescribed service standards or response times, the Department may:
- Reallocate the Work Instruction to the next Service Provider in the approved rotational panel.
- Record the incident for performance monitoring purposes.
- Request written reasons from the Contractor.
- Issue a written warning.
- Take any other action permitted under the Conditions of Contract.

9.8 Monitoring of Service Performance

The Department shall monitor the Contractor's performance throughout the contract period. Performance monitoring may include:
- Compliance with response times.
- Quality of potable (drinking) water supplied.
- Timeliness of deliveries.
- Accuracy of quantities delivered.
- Compliance with Departmental Work Instructions.
- Submission of complete supporting documentation.
- Customer complaints and compliments.
- General contractor performance.

The outcome of performance monitoring may be considered when assessing the Contractor's continued participation on the rotational panel.

10. COMPLIANCE WITH APPLICABLE LEGISLATION, REGULATIONS AND STANDARDS

10.1 General

The Contractor shall comply with all applicable legislation, regulations, standards, municipal by-laws and any amendments thereto throughout the duration of the contract.

Failure to comply with any applicable legislation or statutory requirement may constitute a breach of contract and may result in the Department exercising any contractual remedy available under the Conditions of Contract.

10.2 Applicable Legislation

Without limiting the Contractor's legal obligations, the Contractor shall comply with the following legislation, as amended from time to time:

- Constitution of the Republic of South Africa, 1996.
- Public Finance Management Act, 1999 (Act No. 1 of 1999).
- Treasury Regulations issued in terms of the Public Finance Management Act.
- Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), where applicable.
- Preferential Procurement Regulations, 2022.
- Occupational Health and Safety Act, 1993 (Act No. 85 of 1993).
- National Road Traffic Act, 1996 (Act No. 93 of 1996).
- National Water Act, 1998 (Act No. 36 of 1998).
- Water Services Act, 1997 (Act No. 108 of 1997).
- National Environmental Management Act, 1998 (Act No. 107 of 1998).
- Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993).
- Any other legislation applicable to the execution of the services.

10.3 South African National Standards (SANS)

The Contractor shall comply with all applicable South African National Standards relevant to the supply and delivery of potable (drinking) water, including but not limited to:

- **SANS 241** – Drinking Water Quality.
- Any other applicable SANS standards relating to potable water, water tankers, public health and safety.

10.4 Roadworthiness and Licensing

The Contractor shall ensure that:

- All vehicles used for the execution of the contract are licensed and roadworthy.
- Drivers hold valid licences appropriate for the class of vehicle being operated.
- All vehicles comply with the National Road Traffic Act and its Regulations.

10.5 Occupational Health and Safety

The Contractor shall:

- Comply with the Occupational Health and Safety Act and all applicable Regulations.
- Provide appropriate Personal Protective Equipment (PPE) to employees.
- Implement safe systems of work.
- Report accidents and incidents in accordance with applicable legislation.

10.6 Environmental Compliance

The Contractor shall conduct all activities in an environmentally responsible manner and shall take all reasonable measures to prevent pollution, contamination or environmental damage arising from the execution of the services.

Any spillages, contamination or environmental incidents occurring during the execution of the services shall immediately be reported to the Department.

10.7 Potable Water Quality

The Contractor shall ensure that all water supplied under this contract:

- Is potable and fit for human consumption.
- Is obtained from approved water sources.
- Complies with the applicable drinking water quality standards.
- Is transported in clean and hygienic water tankers suitable for potable water.

The Department reserves the right to request proof of the water source or any available documentation confirming the quality of the potable water supplied.

10.8 Departmental Policies and Procedures

The Contractor shall comply with all lawful policies, procedures, directives and instructions issued by the Department relating to:

- Access to government facilities.
- Security procedures.
- Contract administration.
- Health and safety.
- Reporting requirements.
- Performance monitoring.

10.9 Right of Inspection and Verification

The Department reserves the right, at any reasonable time during the contract period, to:

- Inspect water tankers, equipment and associated facilities.
- Verify compliance with this Terms of Reference.
- Verify compliance with applicable legislation and standards.
- Request documentary proof of statutory compliance.
- Conduct inspections at delivery sites where necessary.

The Contractor shall provide all reasonable assistance during such inspections and verifications.

10.10 Approved Water Sources

Potable (drinking) water supplied under this contract shall be obtained only from:

- Municipal water supply systems;
- Water service authorities; or
- Other water sources approved in writing by the Department.

The Department may require the Contractor to provide proof of the source of potable (drinking) water supplied under any Work Instruction.

This is important because it protects the Department against the risk of contractors sourcing water from unauthorised or unsafe sources.

11. CONTRACT DURATION, COMMENCEMENT AND TERMINATION

11.1 Contract Period

The contract shall commence on the date specified in the Letter of Appointment issued by the Department and shall remain in force for a period of **eight (8) months**, unless terminated earlier in accordance with the provisions of this Terms of Reference or the applicable Conditions of Contract.

11.2 Interim Nature of the Contract

This appointment is an interim arrangement intended to ensure the uninterrupted supply and delivery of potable (drinking) water to Client Departments while the Department finalises its long-term procurement process.

The expiry of this contract shall not create any expectation of renewal, extension, reappointment or preferential consideration in any future procurement undertaken by the Department.

11.3 Commencement of Services

The Contractor shall commence the provision of services immediately upon receipt of the Letter of Appointment and shall remain available to execute authorised Work Instructions throughout the contract period.

No services shall be rendered prior to the commencement date unless authorised in writing by the Department.

11.4 Expiry of the Contract

The contract shall automatically expire upon completion of the eight (8) month contract period unless terminated earlier in accordance with the Conditions of Contract.

No further Work Instructions shall be issued after the expiry date.

However, any Work Instruction issued before the expiry of the contract shall remain valid and shall be completed in accordance with the conditions of this contract.

11.5 Outstanding Work Instructions

Where a Work Instruction has been issued before the expiry of the contract but has not yet been completed, the Contractor shall complete the Work Instruction in accordance with the terms and conditions of the contract.

The Department shall process payment for such Work Instruction in accordance with Section 5 of this Terms of Reference, subject to satisfactory completion of the services and submission of all required supporting documentation.

11.6 Outstanding Rotation Allocations

The Rotation Allocation Threshold of 50,000 litres is an administrative mechanism intended to facilitate the equitable distribution of work amongst appointed Service Providers.

Where the contract expires before a Service Provider has reached the Rotation Allocation Threshold or before any outstanding allocation has been fulfilled:

- the outstanding allocation shall automatically lapse upon expiry of the contract;
- the Service Provider shall have no entitlement to further work;
- no claim for compensation, damages, loss of profit or extension of the contract shall arise as a result of any outstanding allocation.

11.7 Termination by the Department

The Department reserves the right to terminate the contract, in whole or in part, in accordance with the applicable Conditions of Contract and relevant legislation.

Without limiting the Department's rights, termination may occur where the Contractor:

- commits a material breach of the contract;
- repeatedly fails to comply with authorised Work Instructions;
- fails to maintain the required statutory compliance;
- submits false or misleading information;
- is unable to perform the services; or
- commits any act that materially affects the proper execution of the contract.

The Department shall provide written notice of termination in accordance with the applicable Conditions of Contract.

11.8 Termination by the Contractor

A Contractor wishing to withdraw from the contract before expiry shall provide the Department with not less than thirty (30) calendar days' written notice, unless otherwise agreed in writing by the Department.

The Contractor shall remain responsible for completing all authorised Work Instructions issued prior to the effective date of withdrawal unless otherwise directed by the Department.

11.9 Effect of Termination

Upon expiry or termination of the contract:

- all outstanding Work Instructions issued before termination shall be completed unless otherwise instructed by the Department;
- no new Work Instructions shall be issued;
- all outstanding invoices shall be processed in accordance with Section 5 of this Terms of Reference;
- the Contractor shall return any Departmental property in its possession; and
- the Contractor shall cooperate with the Department to ensure an orderly transition of the services where required.

11.10 No Guarantee of Future Appointment

Appointment under this interim contract shall not:

- create any right to renewal or extension;
- confer any preferential status in future procurement processes;
- create any expectation of appointment under any subsequent contract; or
- prejudice the Department's right to conduct future procurement in accordance with applicable legislation.

12. GENERAL CONDITIONS

12.1 Department's Rights

The Department reserves the right to:

- Inspect any vehicle, equipment or documentation used in the execution of the services.
- Verify the source and quality of potable (drinking) water supplied.
- Verify quantities delivered.
- Monitor the Contractor's performance.
- Reject any services that do not comply with this Terms of Reference.
- Reallocate a Work Instruction where necessary in accordance with the Rotation Allocation Methodology.
- Exercise any other contractual remedy available in terms of the Conditions of Contract.

12.2 Contractor's Conduct

The Contractor shall:

- Conduct all business in a professional, ethical and lawful manner.
- Ensure that employees conduct themselves professionally while on government premises.
- Comply with all security procedures applicable at government facilities.
- Avoid any conduct that may bring the Department into disrepute.

12.3 Confidentiality

The Contractor shall treat all information obtained during the execution of the contract as confidential.

No information relating to the Department, its Client Departments or government facilities may be disclosed to any third party without the prior written approval of the Department, unless required by law.

This obligation shall survive the expiry or termination of the contract.

12.4 Conflict of Interest

The Contractor shall immediately disclose any actual or potential conflict of interest that may arise during the execution of the contract.

Failure to disclose a conflict of interest may constitute a material breach of contract.

12.5 Fraud and Corruption

The Department maintains a zero-tolerance approach to fraud, corruption, collusion and unethical conduct.

Any Contractor found to have:
- submitted false or misleading information;
- attempted to influence any procurement or contract administration process improperly;
- engaged in fraudulent or corrupt activities; or
- colluded with any other bidder or person,

may be subject to:
- termination of the contract;
- recovery of any losses suffered by the Department;
- reporting to the relevant law enforcement or regulatory authorities; and
- any other action permitted by applicable legislation.

12.6 Records and Audit

The Contractor shall maintain complete and accurate records relating to all services rendered under this contract.

The Department, Internal Audit, the Auditor-General of South Africa or any authorised oversight body may inspect such records upon reasonable notice.

The Contractor shall retain all records relating to this contract for the period prescribed by applicable legislation.

12.7 Notices

Any notice issued in terms of this contract shall be in writing and shall be delivered by hand, email or any other agreed method of communication.

A notice shall be deemed to have been received:
- on the date of delivery if delivered by hand;
- on the date of transmission where sent by email, provided there is no evidence of transmission failure; or
- on any other date agreed between the parties.

12.8 Force Majeure

Neither the Department nor the Contractor shall be liable for failure to perform obligations under this contract where such failure is caused by events beyond their reasonable control, including but not limited to:

- natural disasters;
- floods;
- fires;
- civil unrest;
- strikes affecting essential services;
- acts of government; or
- any other event that could not reasonably have been foreseen or prevented.

The affected party shall notify the other party in writing as soon as reasonably practicable after becoming aware of the event.

12.9 Amendment of the Contract

No amendment, variation or waiver of any provision of this contract shall be valid unless reduced to writing and signed by the duly authorised representatives of the Department.

12.10 Severability

If any provision of this Terms of Reference is declared invalid or unenforceable by a court or other competent authority, such provision shall be severed from the remaining provisions, which shall continue in full force and effect.

12.11 Governing Law

This contract shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

12.12 Cooperation Between the Parties

The Department and the Contractor shall cooperate in good faith to ensure the efficient execution of the services and the uninterrupted supply of potable (drinking) water to Client Departments.

Both parties shall promptly communicate any operational challenges that may affect service delivery and shall work together to minimise disruptions, provided that such cooperation does not amend or waive any contractual rights or obligations contained in this Terms of Reference

13. ACCEPTANCE OF THE TERMS OF REFERENCE

Submission of a quotation shall constitute acknowledgement that the bidder has read, understood and accepted the requirements contained in this Terms of Reference.

The successful bidder shall be bound by the provisions of this Terms of Reference, together with the applicable conditions of contract, for the duration of the contract.

ACCEPTANCE OF THE TERMS OF REFERENCE

I/We, the undersigned, hereby certify that:

- I/We have read and fully understood the contents of this Terms of Reference.
- I/We agree to comply with all the requirements contained herein.
- I/We acknowledge that the services required are emergency services to be rendered on an as-and-when-required basis.
- I/We accept that appointment to the panel does not guarantee any minimum volume of work or contract value.
- I/We agree to the rotational allocation of work as prescribed in this Terms of Reference.
- I/We acknowledge that the contract rate shall be determined by the Department in accordance with the pricing provisions contained in this Terms of Reference.

Company Name:……………………………………………………………………………….

Authorised Representative:……………………………………………………………….

Designation:……………………………………………………………………………………

Signature:………………………………………………………………………………………

Date:…………………………………………………………………………………………….