public works
& infrastructure

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

# BID DOCUMENT

**PROJECT DESCRIPTION: PROCUREMENT OF WTW BIOREMEDIAL ENZYMES FOR ZONDERWATER, THABA TSHWANE, ROODEPLAAT AND BAVIAANSPOORT PIGGERY PLANTS FOR PERIOD OF 24 MONTHS**

| | |
|---|---|
| **BID NO:** | **PT25/008** |
| **Closing Date:** | **02 December 2025** |
| **Closing Time:** | **11:00 AM** |
| **Bid Briefing Meeting Date:** | **N/A** |
| **Bid Briefing Meeting time:** | **N/A** |

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

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

**Bid Box Address**
Department of Public Works & Infrastructure
AVN Building
Corner Nana Sita & Thabo Sehume Street
Pretoria
0001

| **SCM SPECIFIC ENQUIRIES:** | **TECHNICAL / PROJECT SPECIFIC ENQUIRIES** |
|---|---|
| Enquires: **Ms. M. Manala** | Enquires: **Mr. T. Malokela** |
| Tel No: **012 492 3020** during office hours | Tel No: **060 868 6876** during office hours |
| Cell No: **n/a** | Cell No: **060 868 6876** |
| Email Address: Mmabore.manala@dpw.gov.za | Email Address: Thabiso.malokela@dpw.gov.za |

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# SUMMARY OF BID INFORMATION

| | | |
|---|---|---|
| **Bid Number** | **PT25/008** | |
| **Bid/ Project Description** | **PROCUREMENT OF WTW BIOREMEDIAL ENZYMES FOR ZONDERWATER, THABA TSHWANE, ROODEPLAAT AND BAVIAANSPOORT PIGGERY PLANTS FOR PERIOD OF 24 MONTHS** | |
| **Bid Closing date & Time** | **Tuesday, 02 December 2025** | **Closing Time: 11:00 AM** |
| **Bid Briefing Date & Time (If applicable)** | *Date of Bid Briefing (if any)* **N/A** | *Time of Bid Briefing (if any)* **N/A** |
| **Venue** | **N/A** | |
| **SCM SPECIFIC ENQUIRIES:** | **Ms. M. Manala** | Mmabore.manala@dpw.gov.za |
| | **012 492 3020** | **n/a** |
| **TECHNICAL / PROJECT SPECIFIC ENQUIRIES** | **Mr. T. Malokela** | Thabiso.malokela@dpw.gov.za |
| | **060 868 6876** | **060 868 6876** |
| **Bid Validity Period** | **84 Calendar days** | |
| **Bid Document Price** | **R 200.00** | |
| **Procurement Plan Reference Number** | **Indicate (if applicable)** | |

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

| | | | |
|---|---|---|---|
| **Project title:** | PROCUREMENT OF WTW BIOREMEDIAL ENZYMES FOR ZONDERWATER, THABA TSHWANE, ROODEPLAAT AND BAVIAANSPOORT PIGGERY PLANTS FOR PERIOD OF 24 MONTHS | | |
| **Project Leader:** | THABISO MALOKELA | **Bid / Quote no:** | PT25/008 |

1. **THE BIDDER MUST COMPLETE THE FOLLOWING RETUNABLE DOCUMENTS:**
*(Bidders may use the "Returnable document" column to confirm documents have been completed and returned by inserting a tick)*

| Bid Document Name: | Number of Pages: | Returnable document: |
|---|---|---|
| DPW-07 | 4Pages | ☐ |
| PA15.1 | 2 Pages | ☐ |
| PA15.2 | 2 Pages | ☐ |
| PA15.3 | 3 Pages | ☐ |
| PA11 | 3 Pages | ☐ |
| PA40 | 2 Pages | ☐ |
| | Pages | ☐ |
| | Pages | ☐ |
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| | | |
|---|---|---|
| | | |
| Name of Bidder | Signature | Date |

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".

REPUBLIC OF SOUTH AFRICA

# DPW-07 (EC): FORM OF OFFER AND ACCEPTANCE

| | | | |
|---|---|---|---|
| **Project title:** | **PROCUREMENT OF WTW BIOREMEDIAL ENZYMES FOR ZONDERWATER, THABA TSHWANE, ROODEPLAAT AND BAVIAANSPOORT PIGGERY PLANTS FOR PERIOD OF 24 MONTHS** | | |
| **Tender / Quotation no:** | PT25/008 | **Reference no:** | |

## OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:
**PROCUREMENT OF WTW BIOREMEDIAL ENZYMES FOR ZONDERWATER, THABA TSHWANE, ROODEPLAAT AND BAVIAANSPOORT PIGGERY PLANTS FOR PERIOD OF 24 MONTHS**
The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

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

**THE TOTAL OFFER INCLUSIVE OF ALL APPLICABLE TAXES ("All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) IS:**

**Rand** (in figures) **R** .....

**Rand** (in words).....

.....

.....

The amount in words takes precedence over the amount in figures. The award of the tender may be subjected to further price negotiation with the preferred tenderer(s). The negotiated and agreed price will be considered for acceptance as ***a firm and final offer***.

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

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

| | | |
|---|---|---|
| Company or Close Corporation:<br>.....<br>.....<br>And: Whose Registration Number is:<br>.....<br>And: Whose Income Tax Reference Number is:<br>.....<br>CSD supplier number:..... | **OR** | Natural Person or Partnership:<br>.....<br>.....<br>Whose Identity Number(s) is/are:<br>.....<br>Whose Income Tax Reference Number is/are:<br>.....<br>..<br>CSD supplier number:..... |

*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".
**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

**Tender / Quotation no: PT25/008**

| **AND WHO IS** (if applicable): | |
|---|---|
| Trading under the name and style of: ..... | |
| **AND WHO IS:** | |
| Represented herein, and who is duly authorised to do so, by:<br><br>Mr/Mrs/Ms:<br>.....<br>In his/her capacity as:<br>..... | **Note:**<br><br>**A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.** |

**SIGNED FOR THE TENDERER:**

| | | |
|---|---|---|
| | | |
| Name of representative | Signature | Date |

**WITNESSED BY:**

| | | |
|---|---|---|
| | | |
| Name of witness | Signature | Date |

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

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

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

**SECURITY OFFERED:**

(a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction** of 5% of the contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract

(b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:

(1) cash deposit of 10 % of the Contract Sum (excluding VAT) **Yes** ☐ **No** ☐

(2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) **Yes** ☐ **No** ☐

(3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) **Yes** ☐ **No** ☐

(4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) **Yes** ☐ **No** ☐

(5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) **Yes** ☐ **No** ☐

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 35 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

*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".
**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

**Tender / Quotation no: PT25/008**

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

.....

.....

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

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

Fax No .....

Postal address .....

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

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

CIDB Registration Number: .....

## ACCEPTANCE

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

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

Part C1 Agreement and contract data, (which includes this agreement)
Part C2 Pricing data
Part C3 Scope of work
Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

**For the Employer:**

| | | |
|---|---|---|
| | | |
| Name of signatory | Signature | Date |

*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".
**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

**Tender / Quotation no: PT25/008**Error! Reference source not found.

| | |
|---|---|
| **Name of Organisation:** | Department of Public Works and Infrastructure |
| **Address of Organisation:** | |

**WITNESSED BY:**

| | | |
|---|---|---|
| | | |
| Name of witness | Signature | Date |

**Schedule of Deviations**

| |
|---|
| **1.1.1. Subject:** |
| **Detail:** |

| |
|---|
| **1.1.2. Subject:** |
| **Detail:** |

| |
|---|
| **1.1.3. Subject:** |
| **Detail:** |

| |
|---|
| **1.1.4. Subject:** |
| **Detail:** |

| |
|---|
| **1.1.5. Subject:** |
| **Detail:** |

| |
|---|
| **1.1.6. Subject:** |
| **Detail:** |

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

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

*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".
**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

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

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

| | | | |
|---|---|---|---|
| **Project title:** | **PROCUREMENT OF WTW BIOREMEDIAL ENZYMES FOR ZONDERWATER, THABA TSHWANE, ROODEPLAAT AND BAVIAANSPOORT PIGGERY PLANTS FOR PERIOD OF 24 MONTHS** | | |
| **Bid no:** | **PT25/008** | **Procurement Plan Reference no:** | **Indicate (if applicable)** |
| **Advertising date:** | **Friday, 31 October 2025** | **Closing date:** | **Tuesday, 02 December 2025** |
| **Closing time:** | **11:00 AM** | **Validity period:** | **84 calendar days** |

1. ***FUNCTIONALITY CRITERIA APPLICABLE***
   1.1. The Bid will not be evaluated on Functionality

| **Functionality criteria[1]:** | **Weighting factor:** |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| **TOTAL** | N/A |

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

| **Minimum functionality score to qualify for further evaluation:** | **N/A** |
|---|---|

*(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)*

2. ***EVALUATION METHOD FOR RESPONSIVE BIDS***

| | |
|---|---|
| ☐ Method 1 (Financial offer) | ☒ Method 2 (Financial and Preference offer) |

**2.1 The 80/20 Preference points scoring system will be applicable for this bid**

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

## 3. *RESPONSIVENESS CRITERIA*

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

| | | |
|---|---|---|
| 1 | ☒ | 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.<br>***insert motivation why the tender clarification meeting is declared compulsory*** |
| 7 | ☐ | Registration on National Treasury's Central Supplier Database. |
| 8 | ☒ | ***The tenderer shall submit his fully prices bills of quantities/ lump sum documents (complete document inclusive of all parts) together with his tender*** |
| 9 | ☒ | ***Bidder must submit with the bid, a certified proof of ownership of fleet to transport Hazardous Chemicals and Licence or Permit to transport Harzadous Chemicals*** |
| 10 | ☒ | ***Submit of DPW-07: Form of offer and acceptance*** |
| 11 | ☐ | ***Specify other responsiveness criteria*** |
| 12 | ☐ | ***Specify other responsiveness criteria*** |

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

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

| | | |
|---|---|---|
| 1 | ☒ | Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's . |
| 2 | ☒ | Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture. |
| 3 | ☒ | Submission of (PA-11): Bidder's disclosure. |
| 4 | ☒ | Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement. |
| 5 | ☒ | Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer |
| 6 | ☐ | Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance. |
| 7 | ☒ | ***In case of Joint Venture, bidders must complete and submit separate PA11*** |
| 8 | ☒ | ***Submission of PA-09: List of returnable documents*** |
| 9 | ☐ | ***Specify other responsiveness criteria*** |
| 10 | ☐ | ***Specify other responsiveness criteria*** |

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

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

| | | |
|---|---|---|
| 1. | ☒ | 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 proof of Registration on National Treasury's Central Supplier Database (CSD). |
| 5. | ☒ | All parts of tender documents submitted must be fully completed in ink and signed where required. |
| 6. | ☒ | Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes. |
| 7. | ☐ | Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance. |
| 8. | ☒ | Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement |
| 9. | ☐ | Bidders will be evaluated as per special conditions of bid (SCB-1) |
| 10. | ☐ | Submission of DPW-09 (EC): Paticular of Tenderer's Projects: Bidders may use 'own form' - the details of all the tenderers current and previous projects must however be similar to the DPW-09 (EC) forms details. Bidders are required to sign and date the DPW09 / 'own form' and cross-reference the documents if 'own form' is used. |
| 11. | ☐ | Submision of DPW-21 (EC): Record of addenda to tender documents: Bidder maybe requested to confirm receipt and or compliance with the "Record of Addenda" if the record of Addenda" was not submitted with the bid at the closing date. |
| 12. | ☐ | **Specify other responsiveness criteria** |
| 13. | ☐ | **Specify other responsiveness criteria** |
| 14. | ☐ | **Specify other responsiveness criteria** |

3.4. **Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below document if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder <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 | ☒ | A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider |

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

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

| Serial No | Specific Goals | Preference Points allocated out of 20 | Documentation to be submitted by bidders to validate their claim for points |
|---|---|---|---|
| 1. | An EME or QSE or any entity which is at least 51% owned by black people | 10 | • 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.<br>Or<br>• Any Account or statement which is in the name of the Bidder.<br>Or<br>• Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.<br>Or<br>• Lease Agreement which is in the name of the bidder. |
| 3. | An EME or QSE or any entity which is at least 51% owned by black women | 4 | • SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. |
| 4. | An EME or QSE or any entity which is at least 51% owned by black people with disability | 2 | • SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.<br>and<br>• Medical Certificate indicating that the disability is permanent<br>or<br>• South African Social Security Agency (SASSA) registration indicating that the disability is permanent<br>Or<br>• National Council for Persons with Physical Disability in South Africa registration (NCPPDSA) |
| 5. | An EME or QSE or any entity which is at least 51% owned by black youth | 2 | • ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. |

## 5. *BID EVALUATION METHOD*

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

## 6. *COLLECTION OF TENDER DOCUMENTS*

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

☐ Alternatively; Bid documents may be collected during working hours at the following address
NDPWI, Eben Donges Building, Cnr Robert and Hancock street, Gqeberha, 6056.
A non-refundable bid deposit of **R 200.00** is payable (cash only) on collection of the bid documents.

## 7. SITE INSPECTION MEETING

**Details of Bid Briefing meeting (if any)**
There will be no bid briefing meeting.

| | | | |
|---|---|---|---|
| **Venue:** | **N/A** | | |
| **Virtual meeting link:** | N/A | | |
| **Date:** | *Date of Bid Briefing (if any)* **N/A** | **Starting time:** | *Time of Bid Briefing (if any)* **N/A** |

## 8. ENQUIRIES

8.1 Technical enquiries may be addressed to:

| | | | |
|---|---|---|---|
| **DPWI Project Manager** | **Mr. T. Malokela** | **Telephone no:** | **060 868 6876** |
| **Cellular phone no** | **060 868 6876** | **Fax no:** | **None** |
| **E-mail** | Thabiso.malokela@dpw.gov.za | | |

8.1 SCM enquiries may be addressed to:

| | | | |
|---|---|---|---|
| **SCM Official** | **Ms. M. Manala** | **Telephone no:** | **Indicate** |
| **Cellular phone no** | **Indicate** | **Fax no:** | **None** |
| **E-mail** | Mmabore.manala@dpw.gov.za | | |

## 9. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

**Closing Date: Tuesday, 02 December 2025**
**Closing Time: 11:00 AM**

| | | |
|---|---|---|
| **Tender documents may be posted to:**<br>The Director-General<br>Department of Public Works and Infrastructure<br>Private Bag X 229<br>Pretoria<br>0001<br>Documents must be deposited in The Bid Box before the closing date of the bid | **OR** | **Deposited in the tender box at:**<br><br>The Bid Box<br>Department of Public Works & Infrastructure<br>AVN Building<br>Corner Nana Sita & Thabo Sehume Street |

## FUNCTIONALITY EVALUATION CRITERIA

Paste Functionality here or Indicate "N/A"

# TERMS OF REFERENCE/ SPECIFICATIONS

**Bid no: PT25/008**

**Bid/ Project Description: PROCUREMENT OF WTW BIOREMEDIAL ENZYMES FOR ZONDERWATER, THABA TSHWANE, ROODEPLAAT AND BAVIAANSPOORT PIGGERY PLANTS FOR PERIOD OF 24 MONTHS**

Paste Specifications or Terms of Reference here

# PRICING SCHEDULE

**Bid no: PT25/008**

**Bid/ Project Description: PROCUREMENT OF WTW BIOREMEDIAL ENZYMES FOR ZONDERWATER, THABA TSHWANE, ROODEPLAAT AND BAVIAANSPOORT PIGGERY PLANTS FOR PERIOD OF 24 MONTHS**

Paste Pricing Schedule here

**BILL OF QUANTITY: PT25/008**

| ITEM | UNIT OF MEASURE | Phase | Description | Quantity | Unit price | Total Price |
|---|---|---|---|---|---|---|
| | PHASE 1 FOR 1ST SIX MONTHS | | | | | |
| 1 | 10 000Kg | Phase 1 (1st six months) | Biological additives for 4 sides | 4 | | |
| | PHASE 2 FOR THE REMAINING 18 MONTHS | | | | | |
| 2 | | Phase 2 | Nano bubble generator | 12 | | |
| 3 | | | Installation & commission - decommissioning | 4 | | |
| 4 | 1000Kg | | Biological additives 2 | 900 | | |
| 5 | 1.8kg | | Chlorine Tablets (for water purification) | 996 | | |
| 6 | 25Kg | | Granular chlorine | 499 | | |
| | | | | | | |
| | | | Sub- total | | | |
| | | | Vat@15% | | | |
| | | | Total | | | |

## 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.

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

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

☐ YES ☐ NO

2.2.1 If so, furnish particulars:

.....

.....

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

☐ YES ☐ NO

2.3.1 If so, furnish particulars:

.....

.....

## 3. DECLARATION

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

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

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

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

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 <u>all</u> 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:** | **PROCUREMENT OF WTW BIOREMEDIAL ENZYMES FOR ZONDERWATER, THABA TSHWANE, ROODEPLAAT AND BAVIAANSPOORT PIGGERY PLANTS FOR PERIOD OF 24 MONTHS** | | |
| **Tender / Quotation no:** | **PT25/008** | **Reference no:** | **Indicate (if applicable)** |

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

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

**Venue: N/A**

This is to certify that I,_____

representing

_____

attended the tender clarification meeting on: _____

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

| | | |
|---|---|---|
| | | |
| Name of Tenderer | Signature | Date |

| | | |
|---|---|---|
| | | |
| Name of DPW Representative | Signature | Date |

# DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS

| | | | |
|---|---|---|---|
| **Project title:** | **PROCUREMENT OF WTW BIOREMEDIAL ENZYMES FOR ZONDERWATER, THABA TSHWANE, ROODEPLAAT AND BAVIAANSPOORT PIGGERY PLANTS FOR PERIOD OF 24 MONTHS** | | |
| **Tender / Quotation no:** | **PT25/008** | **Reference no:** | **Indicate (if applicable)** |

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 |

Page 1 of 1
DPW-21 (EC)

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

**Tender Number: PT25/008**
**Name of Tenderer** ..... ☐ EME[2] ☐ QSE[3] ☐ Non EME/QSE (tick applicable box)

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

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

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

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

## 1. DECLARATION:

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

1 The information and particulars contained in this Affidavit are true and correct in all respects;

2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2022, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;

3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;

4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;

5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

**Signed by the Tenderer**

| | | |
|---|---|---|
| | | |
| **Name of representative** | **Signature** | **Date** |

# DPW-09 PARTICULARS OF TENDERER'S PROJECTS

| | | | |
|---|---|---|---|
| **Project title:** | **PROCUREMENT OF WTW BIOREMEDIAL ENZYMES FOR ZONDERWATER, THABA TSHWANE, ROODEPLAAT AND BAVIAANSPOORT PIGGERY PLANTS FOR PERIOD OF 24 MONTHS** | | |
| **Tender / Quotation no:** | **PT25/008** | **Closing date: Tuesday, 02 December 2025** | **Time: 11:00 AM** |

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

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

### 1.1. Current projects

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

## 1.2. Completed projects

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

| | | |
|---|---|---|
| Name of Tenderer | Signature | Date |

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

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

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

---

## 1. GENERAL CONDITIONS

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

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

**1.2 Preference Points System to be applied**

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

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

**1.3.1 Price: Maximum 80 points**

**1.3.2 Specific Goals: Maximum 20 points**

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

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

**1.5 Breakdown Allocation of Specific Goals Points**

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

| Serial No | Specific Goals | Preference Points allocated out of 20 | Documentation to be submitted by bidders to validate their claim for points |
|---|---|---|---|
| 1. | An EME or QSE or any entity which is at least 51% owned by black people | 10 | • 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.<br>Or<br>• Any Account or statement which is in the name of the Bidder.<br>Or<br>• Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.<br>Or |

| Serial No | Specific Goals | Preference Points allocated out of 20 | Documentation to be submitted by bidders to validate their claim for points |
|---|---|---|---|
| | | | • Lease Agreement which is in the name of the bidder. |
| 3. | An EME or QSE or any entity which is at least 51% owned by black women | 4 | • SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. |
| 4. | An EME or QSE or any entity which is at least 51% owned by black people with disability | 2 | • SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.<br>and<br>• Medical Certificate indicating that the disability is permanent<br>or<br>• South African Social Security Agency (SASSA) registration indicating that the disability is permanent<br>Or<br>• National Council for Persons with Physical Disability in South Africa registration (NCPPDSA) |
| 5. | An EME or QSE or any entity which is at least 51% owned by black youth ( | 2 | • ID Copy and 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 –<br>(a) who are citizens of the Republic of South Africa by birth or descent; or<br>(b) who became citizens of the Republic of South Africa by naturalisation-<br>i. before 27 April 1994; or<br>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:<br>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;<br>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;<br>(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;<br>(d) Black people living in rural and under developed areas;<br>(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 –<br>(a) who are citizens of the Republic of South Africa by birth or descent; or<br>(b) who became citizens of the Republic of South Africa by naturalisation-<br>i. before 27 April 1994; or<br>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:<br>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;<br>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;<br>(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;<br>(d) Black people living in rural and under developed areas;<br>(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: PT25/008**

**BID/ PROJECT DESCRIPTION: PROCUREMENT OF WTW BIOREMEDIAL ENZYMES FOR ZONDERWATER, THABA TSHWANE, ROODEPLAAT AND BAVIAANSPOORT PIGGERY PLANTS FOR PERIOD OF 24 MONTHS**

**NOTES:**

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

**TABLE OF CLAUSES**

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

## 35. Prohibition of restrictive practices

### General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:

1.1. **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.

1.2. **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6. **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7. **"Day"** means calendar day.

1.8. **"Delivery"** means delivery in compliance of the conditions of the contract or order.

1.9. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.

1.10. **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11. **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12. **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14. **"GCC"** means the General Conditions of Contract.

1.15. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16. **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17. **"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18. **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19. **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.

1.20. **"Project site"** where applicable, means the place indicated in bidding documents.

1.21. **"Purchaser"** means the organization purchasing the goods.

1.22. **"Republic"** means the Republic of South Africa.

1.23. **"SCC"** means the Special Conditions of Contract.

1.24. **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25. **"Written" or "in writing"** means handwritten in ink or any form of electronic or mechanical writing.

**2. Application**

2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**3. General**

3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

**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.