



## water & sanitation

Department:  
Water and Sanitation  
REPUBLIC OF SOUTH AFRICA

### REQUEST FOR BID

**W11400**

**PROVISION OF PLUMBING SERVICES TO THE DEPARTMENT OF WATER AND SANITATION  
HEAD OFFICE BUILDINGS: SEDIBENG, PTA-WEST, ROODEPLAAT, EMANZINI, ZWAMADAKA,  
NDINAYE, CONTINENTAL AND WATERBRON FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

### ISSUE DATE:

**03 FEBRUARY 2022**

### CLOSING DATE AND TIME

**08 MARCH 2022 at 11H00 am**

**DUE TO THE COVID 19 RESTRICTIONS, THERE WILL BE NO BRIEFING SESSION.**

**N.B: ALL PROSPECTIVE BIDDERS ARE REQUESTED TO SUBMIT/ PROVIDE BOTH HARD COPY  
AND A SOFTCOPY ON A USB OR DISC OF THEIR COMPLETE BID DOCUMENT. THIS IS DUE TO  
THE CURRENT PREDICAMENT WE FIND OURSELVES IN DUE TO COVID 19.**

### SUBMIT TENDER DOCUMENT

#### POSTAL ADDRESS:

DIRECTOR-GENERAL: WATER AND  
SANITATION  
PRIVATE BAG X 313 PRETORIA, 0001

OR

#### TO BE DEPOSITED IN:

THE TENDER BOX AT THE  
ENTRANCE OF ZWAMADAKA  
BUILDING 157 FRANCIS BAARD STREET (FORMERLY  
SCHOEMAN STREET)  
PRETORIA

**TENDERER:** (Company address and stamp)

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
<b>BID NUMBER:</b>	<b>W11400</b>	<b>CLOSING DATE</b>	<b>08 MARCH 2022</b>	<b>CLOSING TIME:</b>	<b>11 H00 AM</b>
<b>DESCRIPTION</b>	<b>PROVISION OF PLUMBING SERVICES TO THE DEPARTMENT OF WATER AND SANITATION HEAD OFFICE BUILDINGS: SEDIBENG, PTA-WEST, ROODEPLAAT, EMANZINI, ZWAMADAKA, NDINAYE, CONTINENTAL AND WATERBRON FOR A PERIOD OF THIRTY-SIX (36) MONTHS</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>TENDER BOX AT ZWAMADAKA BUILDING 157 FRANCIS BAARD STREET (FORMERLY SCHOEMAN STREET)</b>					
<b>PRETORIA, 0002</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Zelda Phiri		CONTACT PERSON	Kgomotso Ramalepe	
TELEPHONE NUMBER	012 336 7954		TELEPHONE NUMBER	012 336 7330	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Phiriz@dws.gov.za		E-MAIL ADDRESS	kgomotsok@dws.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

**NAME OF BIDDER:..... BID NUMBER:.....**

**CLOSING TIME: 11:00**

**CLOSING DATE:.....**

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
	Rendering of plumbing service for a period of thirty-six (36) months: To all Head Office buildings			
1.	CLEAR BLOCKAGES			
(a)	Rod and open all sewer lines and branches.	Each	1	R
(b)	Unblock pans	Each	1	R
(c)	Unblock gully	Each	1	R
(d)	Open wastewater pipe to bath/basin/sink	Each	1	R
(e)	Open urinal trap	Each	1	R
(f)	Clear stormwaters drain or pipe	Each	1	R
	PLEASE NOTE  If gullies, pans and urinal traps do not open when unblocking, these items then get claimed as additional items.			
	AMOUNT CARRIED FORWARD			

ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
	SECTION G: PLUMBING BROUGHT FORWARD			
2.	REPLACE DEFECTIVE OR BURST EXPOSED GALVANISED WATER SUPPLY PIPE ABOVE GROUND INCLUDING ALL FITTINGS			
(a)	15 mm diameter pipe	L/M	1	R
(b)	20 mm diameter pipe	L/M	1	R
(c)	25 mm diameter pipe	L/M	1	R
(d)	32 mm diameter pipe	L/M	1	R
(e)	40 mm diameter pipe	L/M	1	R
(f)	50 mm diameter pipe	L/M	1	R
3.	REPLACE DEFECTIVE OR GURST UNDERGROUND GALVANISED WATER SUPPLY PIPE, EXCAVATIONS NOT EXCEEDING 1000 mm DEEP, INCLUDING ALL FITTINGS, EXCAVATIONS, BACKFILLING, COMPACTING AND MAKE GOOD			
(a)	15 mm diameter pipe	L/M	1	R
(b)	20 mm diameter pipe	L/M	1	R
(c)	25 mm diameter pipe	L/M	1	R
(d)	32 mm diameter pipe	L/M	1	R
(e)	40 mm diameter pipe	L/M	1	R
(f)	50 mm diameter pipe	L/M	1	R
4.	REPLACE DEFECTIVE OR BURST UNDERGROUND GALVANISED WATER SUPPLY PIPE, EXCAVATIONS NOT EXCEEDING 1000 mm DEEP, INCLUDING ALL FITTINGS (BACKFILLING, COMPACTING & MAKE GOOD)			
(a)	15 mm diameter pipe	L/M	1	R
(b)	20 mm diameter pipe	L/M	1	R
(c)	25 mm diameter pipe	L/M	1	R
(d)	32 mm diameter pipe	L/M	1	R
(e)	40 mm diameter pipe	L/M	1	R
(f)	50 mm diameter pipe	L/M	1	R
	AMOUNT CARRIED FORWARD			

ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
	SECTION G: PLUMBING BROUGHT FORWARD			
5.	REPLACE DEFECTIVE OR BURST UNDERGROUND PVC WATER SUPPLY PIPE, EXCAVATIONS NOT EXCEEDING 1000 mm DEEP-INCLUDING ALL FITTINGS			
(a)	15 mm diameter pipe	L/M	1	R
(b)	22 mm diameter pipe	L/M	1	R
(c)	28 mm diameter pipe	L/M	1	R
(d)	35 mm diameter pipe	L/M	1	R
6.	COUPLINGS			
(1)	15 mm	Each	1	R
(2)	20 mm	Each	1	R
(3)	25 mm	Each	1	R
(4)	32 mm	Each	1	R
(5)	40 mm	Each	1	R
(6)	50 mm	Each	1	R
7.	REPLACE DEFECTIVE OR BURST UNDERGROUND PVC WATER SUPPLY PIPE, EXCAVATIONS EXCEEDING 1000 mm DEEP, WITH PVC PIPE INCLUDING ALL FITTINGS			
(a)	15 mm diameter pipe	L/M	1	R
(b)	22 mm diameter pipe	L/M	1	R
(c)	28 mm diameter pipe	L/M	1	R
(d)	35 mm diameter pipe	L/M	1	R
(e)	42 mm diameter pipe	L/M	1	R
(f)	54 mm diameter pipe	L/M	1	R
8.	REPLACE DEFECTIVE OR BURST EXPOSED COPPER WATER SUPPLY PIPE INCLUDING ALL FITTINGS			
(a)	15 mm diameter pipe	L/M	1	R
(b)	22 mm diameter pipe	L/M	1	R
(c)	28 mm diameter pipe	L/M	1	R
(d)	35 mm diameter pipe	L/M	1	R
	AMOUNT CARRIED FORWARD			

ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
	SECTION G: PLUMBING BROUGHT FORWARD			
9.	REPLACE DEFECTIVE OR BURST UNDERGROUND COPPER WATER SUPPLY PIPE, EXCAVATIONS NOT EXCEEDING 1000 mm DEEP-INCLUDING ALL FITTINGS			
(a)	15 mm diameter pipe	L/M	1	R
(b)	22 mm diameter pipe	L/M	1	R
(c)	28 mm diameter pipe	L/M	1	R
(d)	35 mm diameter pipe	L/M	1	R
10.	REPLACE DEFECTIVE OR BURST UNDERGROUND COPPER WATER SUPPLY PIPE, EXCAVATIONS NOT EXCEEDING 1000 mm DEEP-INCLUDING ALL FITTINGS			
(a)	15 mm diameter pipe	L/M	1	R
(b)	22 mm diameter pipe	L/M	1	R
(c)	28 mm diameter pipe	L/M	1	R
(d)	35 mm diameter pipe	L/M	1	R
11.	Seek and locate water pipe and do the necessary repair work on joints			
	Per leak below ground	Each	1	R
12.	REPLACE GATE VALVES TO HOT AND COLD WATER SUPPLY			
(a)	15 mm brass gate valve	Each	1	R
(b)	20 mm brass gate valve	Each	1	R
(c)	25 mm brass gate valve	Each	1	R
(d)	32 mm brass gate valve	Each	1	R
(e)	40 mm brass gate valve	Each	1	R
13.	SERVICE GATE VALVE			
(a)	15 mm	Each	1	R
(b)	20 mm	Each	1	R
(c)	25 mm	Each	1	R
(d)	32 mm	Each	1	R
	AMOUNT CARRIED FORWARD			

ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
	SECTION G: PLUMBING BROUGHT FORWARD			
14.	REPLACE TAPS AND STOPCOCKS			
(a)	15 mm C/P pillar tap	Each	1	R
(b)	15 mm C/P bit tap	Each	1	R
(c)	20 mm C/P pillar tap	Each	1	R
(d)	20 mm bit tap	Each	1	R
(e)	15 mm brass tap	Each	1	R
(f)	15 mm brass hose tap	Each	1	R
(g)	20 mm brass tap	Each	1	R
(h)	20 mm brass hose tap	Each	1	R
(i)	15 mm over arm sink mixer	Each	1	R
(j)	15 mm press button tap	Each	1	R
(k)	20 mm press button tap	Each	1	R
(l)	15 mm C/P stopcock	Each	1	R
(m)	20 mm C/P stopcock	Each	1	R
(n)	15 mm brass stopcock	Each	1	R
(o)	20 mm brass stopcock	Each	1	R
15.	RE-WASHERING OF TAPS AND STOPCOCKS			
(a)	15 mm Universal washers	Each	1	R
(b)	20 mm Universal washers	Each	1	R
16.	REPLACE TOILET PANS etc.			
(a)	Replace rubber connection to flush pipe	Each	1	R
(b)	Single flap toilet seat with heavy duty plastic	Each	1	R
(c)	Double flap toilet seat with heavy duty plastic	Each	1	R
(d)	Reseal joint to WC Pan connector	Each	1	R
(e)	Replace WC pan	Each	1	R
17.	REPLACE LOW LEVEL CISTERNS WITH ALL FITTINGS			
(a)	White porcelain cistern	Each	1	R
(b)	Heavy duty plastic with screw-in lid or similar approved complete	Each	1	R
(c)	Replace flush pipe	Each	1	R
(d)	Replace heavy duty push button flushing mechanism complete	Each	1	R
(e)	Replace cistern lids to match existing	Each	1	R



ITEM NO	DESCRIPTION	UNIT	QUAN -TITY	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
	SECTION G: PLUMBING BROUGHT FORWARD			
18.	REPLACE HIGH LEVEL CISTERN WITH ALL FITTINGS			
(a)	Replace high level cistern with heavy duty plastic and screw lid (siphonic type)	Each	1	R
(b)	Replace flush pipe	Each	1	R
(c)	Replace heavy duty push button flushing mechanism complete (Exclude chain)	Each	1	R
(d)	Replace chain	Each	1	R
(e)	Replace cistern lid	Each	1	R
19.	REPLACE HIGH LEVEL CISTERN WITH ALL FITTINGS			
(a)	White glazed fireclay or vitreous china	Each	1	R
(b)	Stainless steel	Each	1	R
(c)	Replace wash hand basin bracket	Each	1	R
(d)	Secure wash hand basins to walls	Each	1	R
20.	SERVICE HIGH OR LOW LEVEL CISTERNS AND LEAVE IN A WORKING CONDITION			
(a)	Service remote control cistern flushing mechanism low level.	Each	1	R
(b)	Service remote control cistern flushing mechanism high level. (Exclude chain)	Each	1	R
(c)	Servicing high or low level cistern by: re-washing ball valve and flushing mechanism. Cleaning out cistern and adjusting ball and arm so that water is at correct level. Leave cistern in perfect working order. (High or low level cisterns)	Each	1	R
(d)	Replace flushing mechanism complete	Each	1	R
(e)	Replace symphonic valve	Each	1	R
(f)	Replace float and arm	Each	1	R
(g)	Refix high or low level cisterns to walls	Each	1	R
21.	REPLACE CONNECTORS TO CISTERNS FOR TAPS			
(a)	Replace braided flexi connector	Each	1	R
(b)	Replace copper connector	Each	1	R
	AMOUNT CARRIED FORWARD			

ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)
	<b>SECTION G: PLUMBING BROUGHT FORWARD</b>			
22.	<b>REPLACE AUTOMATIC URINAL CISTERN AND SPARGE PIPE</b>			
(a)	White enamel fireclay cistern complete with accessories	Each	1	R
(b)	Stainless steel cistern	Each	1	R
(c)	Stainless steel sparge pipe complete with connections and holder bats	Each	1	R
(d)	Chromium plated sparge pipe complete with connections and holder bats	Each	1	R
(e)	Replace 15 mm urinal drip cock	Each	1	R
23.	<b>REPLACE WASTE WATER TRAPS</b>			
(a)	32/38 mm CP bottle trap	Each	1	R
(b)	32/38 mm basin or sink flexi trap (P or S style)	Each	1	R
(c)	Replace 50 mm waste pipes, at basins, sinks, etc.	LM	1	R
24.	<b>REPLACE FLUSHMASTER</b>			
(a)	Flush master type FM1 100	Each	1	R
(b)	Flush master type FM1 210	Each	1	R
(c)	Flush master type FM3 402 (concealed)	Each	1	R
(d)	Flush master type FM5 210 (urinal)	Each	1	R
(e)	Flush master type FM5 500 (urinal)	Each	1	R
(f)	Flush master type FM7 502 (urinal)	Each	1	R
(g)	Service flush master unit to WC's and urinals, including replacing fittings, and leave in working condition.	Each	1	R
(h)	Replace flush master piston	Each	1	R
25.	<b>REPLACE DISHED GULLY GRIDS</b>			
(a)	150 X 150 mm	Each	1	R
(b)	Replace complete gully & reconnect all pipe work and earth ware underground and make good to match.	Each	1	R
	<b>AMOUNT CARRIED FORWARD</b>			

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	<b>SECTION G: PLUMBING BROUGHT FORWARD</b>			
26.	<b>REPLACE GEYSER</b>  Do all necessary domestic water reticulation connections and leave in perfect working order. Make good in all trades as well as electrical connection by qualified electrician.			
(a)	150 litre complete with all valves	No	1	R
(b)	200 litre complete with all valves	No	1	R
27.	<b>REPLACE AUTOMATIC WATER SUPPLY VALVE COMPLETE WITH VACUUM BRAKER AND FITTINGS</b>			
(a)	Latco valve	Each	1	R
(b)	Closey valve	Each	1	R
(c)	Pressure relief valve	Each	1	R
(d)	Beta valve washer	Each	1	R
28.	<b>REPLACE AUTOMATIC WATER SUPPLY VALVE COMPLETE WITH VACUUM BRAKER AND FITTINGS</b>			
(a)	Latco valve	Each	1	R
(b)	Closey valve	Each	1	R
(c)	Safety valve pressure and vacuum relief valve	Each	1	R
(d)	Temperature and relieve valve	Each	1	R
29.	<b>REPLACE DOUBLE SEAL MANHOLE COVERS HEAVY DUTY (CONCRETE)</b>			
(a)	450 x 600 mm	No	1	R
(b)	600 x 600 mm	No	1	R
(c)	600 x 760 mm	No	1	R
30.	<b>REPAIR PAVING TO MATCH EXITING WHERE SERVICES HAVE BEEN EXPOSED</b>			
(a)	Tarmac	m2	1	R
(b)	Paving	m2	1	R
(c)	Concrete	m2	1	R
	<b>AMOUNT CARRIED FORWARD</b>			

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	<b>SECTION G: PLUMBING BROUGHT FORWARD</b>			
31.	<b>WALL TILING</b> 152 mm x 152 mm x 5 mm white glazed ceramic wall tiles to plastered walls including tile adhesive and grouting			
	Vertical surfaces	m2	1	R
32.	<b>REPLACE BROKEN, CRACKED OR DEFECTIVE SEWER PIPE, WITH EXCAVATION FROM 500 mm AND EXCEEDING 1000 mm DEEP (INCLUDING ALL FITTINGS)</b>			
(a)	100 mm diameter earthenware pipe	L/M	1	R
(b)	150 mm diameter earthenware pipe	L/M	1	R
(c)	100 mm diameter white PVC pipe	L/M	1	R
(d)	Replace 100 mm I.E. cover PVC	Each	1	R
(e)	Replace 50 mm I.E. cover PVC	Each	1	R
(f)	Replace 150 mm I.E. cover PVC	Each	1	R
33.	<b>CLEAN OUTBLOCKED GUTTERS, FULL BORES AND CLEAR DOWNPIPES</b>			
(a)	gutters	L/M	1	R
(b)	Full Bores	L/M	1	R
(c)	Downpipes	L/M	1	R
34.	<b>REPAIR JOINTS TO EAVES, GUTTERS AND RAINWATER PIPES</b>			
(a)	Galvanised iron gutters	Each	1	R
(b)	Galvanised downpipes	Each	1	R
35.	<b>REPLACE EAVES GUTTERS AND RAINWATER PIPES</b>			
(a)	150 mm half round galvanised iron gutters	L/M	1	R
(b)	100 x 75 mm square galvanised iron gutters	L/M	1	R
(c)	75 mm diameter galvanised iron downpipe	L/M	1	R
(d)	100 mm diameter galvanised iron downpipe	L/M	1	R
(e)	100 x 75 mm square galvanised iron down pipe	L/M	1	R
(f)	125 x 100 mm square galvanised iron downpipe	L/M	1	R
(g)	100 mm galvanised allo half round gutter bracket	Each	1	R
(h)	100 mm galvanised half round gutter bracket	Each	1	R
(i)	125 mm galvanised half round gutter bracket	Each	1	R

ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)
	<b>SECTION G: PLUMBING BROUGHT FORWARD</b>			
(j)	125 mm x 100 mm sq galvanised gutter bracket	Each	1	R
(k)	75 mm diameter galvanised downpipe clip	Each	1	R
(l)	100 mm diameter galvanised downpipe clip	Each	1	R
(m)	100 mm x 125 mm galvanised downpipe clip	Each	1	R
(n)	100 mm x 75 mm galvanised downpipe clip	Each	1	R
(o)	100 mm x 75 mm square gutter bracket	Each	1	R
36.	<b>CHEMICAL TOILETS</b> Supply, service & position toilets and remove from sites after rental.	Month	1	R
	<b>AMOUNT CARRIED FORWARD</b>			

ITEM NO	DESCRIPTION	UNIT	QUANTITY	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
39.	SECTION G: PLUMBING BROUGHT FORWARD  WATER FOUNTAIN Supply and erection and connect to existing water reticulation and sewer lines to function properly according to drawing.	Each	1	R
41A	Cost of material (for items not scheduled) Percentage profit required on materials (Proof of purchase price must be provided in the form of an itemised invoice) Labour rates (for repairs not schedules)			
B	Artisan	p/h		
C	Labourer	p/h		
	Call Rate: Working hours Call Rate: After hours Total (Excluding VAT) Total (Including VAT)			R R R R

Required by:.....

At:.....

.....

Brand and model.....

Country of origin.....

Does the offer comply with the specification(s)? \*YES/NO

If not to specification, indicate deviation(s) .....

Period required for delivery.....

\*Delivery: Non-Firm

Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or the legal person on whose behalf the bidding document is signed, has a relationship with persons/a

person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:  
.....

2.5 Tax Reference Number:.....

2.6 VAT Registration Number: .....

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

- 2.7 Are you or any person connected with the bidder **YES / NO**  
presently employed by the state?

- 2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person

Connected to the bidder is employed: .....

Position occupied in the state institution: .....

Any other particulars:

.....  
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid Document? **YES / NO**

(Note: Failure to submit proof of such authority, were applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....  
.....  
.....

2.8 Did you or your spouse, or any of the company's directors / Trustees / shareholders / members or their spouses conduct Business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....  
.....  
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....  
.....  
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? If so, furnish particulars. **YES/NO**

.....  
.....  
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars

.....  
**3 Full details of directors / trustees / members / shareholders.**



Full Name	Identity Number	Personal Income Tax Reference Number	Employee Number / Persal Number

#### 4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.2 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.3 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals.
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts.
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person.
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice.
  - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.
- (j) **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 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**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{Or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

#### 5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

#### 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

#### 7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....  
.....  
.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may,

in addition to any other remedy it may have –

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audialterampartem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system.
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b>  The Database of Restricted Suppliers now resides on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	+	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION  
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION  
MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE  
FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**



## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. Disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. Cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation.
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices.

- (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. 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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

# **GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT**

## **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 compile 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**

- 1. Definitions**
- 2. Application**
- 3. General**
- 4. Standards**
- 5. Use of contract documents and information; inspection**
- 6. Patent rights**
- 7. Performance security**
- 8. Inspections, tests and analysis**
- 9. Packing**
- 10. Delivery and documents**
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- 18. Contract amendments**
- 19. Assignment**
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- 21. Delays in the supplier's performance**
- 22. Penalties**
- 23. Termination for default**
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- 25. Force Majeure**
- 26. Termination for insolvency**
- 27. Settlement of disputes**
- 28. Limitation of liability**
- 29. Governing language**
- 30. Applicable law**
- 31. Notices**
- 32. Taxes and duties**
- 33. National Industrial Participation Programme (NIPP)**
- 34. Prohibition of restrictive practices**

## General Conditions of Contract

### 1. Definitions 1. The following terms shall be interpreted as indicated:

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

supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application.**

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

## **3. General**

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

#### **4. Standards**

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

#### **5. Use of contract documents and information, inspection.**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

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

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

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

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



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

- 8.1 All pre-bidding testing will be for the account of the bidder 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or organization acting on behalf of the Department.
- 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 8 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 contract 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 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 not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons 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 imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other 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 enterprise or person 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 restriction; and
  - (iv) The reasons for the restriction.

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

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own 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 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 the 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 wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that 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 Revenue Services.

## **33. National Industrial Participation (NIP) Programme**

- 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.

Js GCC (revised July 2010)

#### **35. SPECIAL CONDITIONS OF CONTRACT**

- 35.1 The State reserves the right to verify and authenticate all the information supplied in this document by the bidder.
- 35.2 The Bid must be strictly in accordance with the conditions and specifications contained herein.
- 35.3 If it is found that any information has been tampered with during the evaluation process and/or after the Bid/Contract has been awarded that any false information has been provided, the State reserves the right to take the necessary action as it deems fit, including but not limited to the institution of criminal proceedings.
- 35.4 Failure to sign all relevant places shall invalidate your bid (**SBD1, SBD 3.1, SBD 4, SBD 6.1 or 6.2, SBD 8, SBD 9 and SCC**)
- 35.5 All queries should be sent to the relevant person via email state above. No query will be responded to if sent 3 days before the closing date.
- 35.6 If you are not a registered supplier with the Department of Water and Sanitation, please complete the supplier registration forms and banking details, supplier registration forms are available at Departmental website, [www.dwa.gov.za](http://www.dwa.gov.za)
- 35.7 Bidders/ Individuals that are directors or members in more than one company bidding for this tender and do not openly declare their interests will be disqualified
- 35.8 The DWS reserves the right to not make an award on any of the responses to this Bid.
- 35.9 The DWS reserves the right to award only parts of this bid and re-bid for other parts.
- 35.10 All bid documents should be hand delivered and deposited in to the Tender Box, if sent via post, Envelope or package, the envelope must be clearly marked to avoid your submission been mixed with normal letters sent to the Department.
- 35.11 Only signed, original documents will be accepted.



**36. ACCEPTANCE OF TERMS AND SPECIAL CONDITIONS**

The above terms of the bid and all Annexure have been read, understood and accepted.

For and on behalf of the Bidder:

.....

\_\_\_\_\_  
**Signature of Bidder:**

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

\_\_\_\_\_  
**Bidder's Name & Surname:**

\_\_\_\_\_  
**Designation**

\_\_\_\_\_  
**Witness Name & Surname:**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature:**

\_\_\_\_\_  
**Address (Physical):**



## water & sanitation

Department:  
Water and Sanitation  
**REPUBLIC OF SOUTH AFRICA**

**This template must be completed by the bidder**

TENDER NUMBER		
SERVICE /PROJECT DESCRIPTION		
NAME OF BIDDER		
TENDER AMOUNT		
BBBEE LEVEL		
<b>COMPANY'S COMPOSITION OF EXISTANCE</b>		
	% OWNERSHIP	TOTAL NUMBER
WOMEN		
PEOPLE WITH DISABILITIES		
BLACK MALES		
YOUTH		
<b>PARTICIPATION IN PROJECT IMPLEMENTATION</b>		
	TOTAL NUMBER	LEVEL OF PARTICIPATION (eg Project Management, Technical, Administrative)
WOMEN		
PEOPLE WITH DISABILITIES		
BLACK MALES		
YOUTH		

*Please note that this information is for reporting purposes only, and will not prejudice the company in anyway nor will it be considered as an evaluation tool.*

Name:.....

Position:.....

Signature:.....Date:.....



water & sanitation

Department:  
Water and Sanitation  
REPUBLIC OF SOUTH AFRICA

# **W11400**

## **SPECIFICATIONS FOR THE PROVISION OF PLUMBING SERVICES TO THE DEPARTMENT OF WATER AND SANITATION HEAD OFFICE BUILDINGS: SEDIBENG, PTA-WEST, ROODEPLAAT, EMANZINI, ZWAMADAKA, NDINAYE, CONTINENTAL AND WATERBRON FOR A PERIOD OF 36 MONTHS**

## **SABS OR BS SPECIFICATIONS AND CODES OF PRACTICE**

Wherever any reference is made to the South African Bureau of Standards (SABS) in this document, or the Specification of Materials and Methods to be Used (OOG-001E), or on the drawings, this reference shall be deemed to read "SABS.

**SPECIAL NOTES TO PLUMBING CONTRACTORS  
THE INSTITUTE OF PLUMBING SOUTH AFRICA**

10P (SA) CONFIRM THAT IN TERMS OF SABS CODE OF PRACTICE SABS 0400/1990 NO PERSON SHALL PERFORM THE TRADE OF PLUMBING AS CONTEMPLATED IN THE ACT UNLESS HE IS A TRAINED PLUMBER OR WORKS UNDER THE CONTROL OF A TRAINED PLUMBER.

CONTROL OF PLUMBERS AND PLUMBING WORK:

NO PERSON SHALL PERFORM THE TRADE FOR PLUMBING AS CONTEMPLATED IN GOVERNMENT NOTICE NO. R1875 OF 31 AUGUST 1979 UNLESS HE IS A TRAINED PLUMBER OR WORKS UNDER THE ADEQUATE CONTROL OF A TRAINED PLUMBER OR APPROVED COMPETENT PERSON. (Not reviewed)

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BIDDER'S SIGNATURE

## **NOTE TO BIDDERS**

All rates and prices shall include V.A.T.

Material items, including for all labour, material, profit, overheads, transport, etc.

Rates for items described to be replaced or rewired must allow for removal of the existing item, setting aside, removal from site and for supply and fixing or installation of the new item including profit and overheads and will be deemed to include for statutory minimum labour rates, contribution to bonus, holiday, pension, medical funds, etc. as well as for normal working hours, overtime, Sunday and Holiday time, transport, etc.

## **TRANSPORT COSTS**

Transport costs, including travelling time, must be allowed for in each and every item. See Clause 16 of notes to bidders.

## **PROVISIONAL QUANTITIES**

All quantities in this bid are provisional and inserted in order to obtain competitive bids. The Department reserves the right to increase or decrease quantities during the progress of the contract and such increases or decreases shall not alter the tariffs for any item.

NB: This bid must be completed in full, each page initialled and the completed document handed in with the tender.

---

BIDDER'S SIGNATURE

## NOTES TO BIDDERS

### 1. VALUE-ADDED TAX (VAT)

**All rates and prices include VALUE ADDED TAX.**

### 2. PRICES/RATES

All prices quoted by the bidder for items in this document must include for additional costs, if any, that may occur as a result of these Notes to bidders as well as for the supply of all scaffolding and normal plat, a Certified Electrical Technician testing equipment and instruments and all expendable material such as oil, grease and cleaning material necessary for the proper execution of maintenance, servicing and repair work, and everything necessary for the proper performance of the work. e.g. for geyser repairs

Imbalanced or unrealistic rates for any item, the inclusion of the cost of one item in the rate for another item, nil rates or no charge for items will not be allowed.

Where appropriate, rates for similar items in the various sections of the price schedule should be the same.

The Facilities Manager shall be at liberty to make such adjustments to individual rates, as will eliminate errors, discrepancies or which he considers to be imbalanced, unreasonable or unrealistic rates without altering the tender amount where the invoice does not correspond with the job card issues.

Scheduled rates for all items shall be deemed to include all costs to the contractor and Value Added Tax (VAT) for the execution of the works in accordance with the conditions of bid and notes to bidders.

### **3. THE BIDDER**

The pages of this tender are not necessarily numbered consecutively. The bidder shall, before submitting his tender, check the numbers of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent or meaning of any description, or this tender contains any obvious error, the bidder shall obtain a directive in writing from the Department.

The next contract of this bid and other document as prepared by the Department will be adhered to and no alteration, erasure, omission or addition thereto by the bidder will be recognised.

### **4. DOCUMENTS**

The following documents must be read in conjunction with this bid:

- (i) The South African Bureau of Standards "Code of Practice", SANS 10142.
- (ii) Occupational Health and Safety Act, 1993 (Act 85 of 1993).
- (iii) Municipal by-laws and fire regulations and any special requirements of the local Authority. (National Building Regulations and Building Standards Act No. 103 OF 1977 National Building)

NB: The bidder must study these documents and acquaint him/herself with the contents thereof as no claims in this regard will be entertained.

### **5. QUANTITIES**

Quantities indicated on the bill of quantities are for bidding purposes.



## **6. CONTRACT PERIOD**

This contract will be valid for a period of 36 months commencing from the date of the letter of acceptance of the tender, unless extended by the Department for a period to be determined by the Department with the written consent of the Contractor.

## **7. SERVICES APPLICABLE TO THIS BID**

This bid involves maintenance work to properties namely buildings, office accommodated, etc., which fall under the control of the Department.

## **8. MANAGEMENT**

The Contractor undertakes to:

(a) Arrange with the occupants of buildings regarding access to the premises in order to execute the required repairs.

(b) Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on the site.

(c) Accept liability and to indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.

(d) Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof.

(e) Comply with all by-laws and requirements of the local authority.

(f) Comply with the local Fire Officer's regulations; and

(g) Provide qualified artisan and personnel on a 24-hour basis including weekends and public holidays to carry out any emergency repair work.

## **9. EXECUTION OF REPAIRS**

Generally, upon the instruction or request to render any work, the contractor must determine the urgency of the requirement before responding to the call. For this purpose, the call outs will be classed as follows:

(a) An emergency: Such an emergency must be attended to with minimum delay, and in any event, within twenty four hours of receipt of the call.

### **NOTE**

(b) All other repairs/replacements: shall be attended to within two days of the call.

If the Contractor fails to respond within the time limit as stated in 9(a) and (b) hereof, the Department shall have the right to appoint any other Contractor to do the work without further notification to the Contractor. The additional costs, if any, of such work, executed by another contractor, will be for the account of the Contractor.

## **10. MATERIAL OF EQUAL QUALITY**

Replacement parts, spares and materials used must be of equal specification of the component that is being replaced and must where possible carry the SABS mark of

approval. If such equivalent component is not available, then the Facilities Manager prior to installation must approve the alternative component.

## **11. OFFICIAL ORDER FORM**

(a) An official order number for this contract will be issued to the Contractor at the commencement of this contract.

(b) Only officials of the Department may commission services to Contractors. For each service the complaint number issued for that service as well as details regarding the defects that must be repaired should be given to the Contractor in writing. If the Contractor has facsimile facilities, the Complaint Form will be faxed to him. It is, however, expected of the Contractor to respond to telephonic requests for services. However, he must obtain the official Complaint Form for the service requested, as soon as possible.

Special arrangements are applicable for emergency services, which are explained in 15 hereof.

(c) No payments will be made for work executed without the necessary written authority.

## **12. EMERGENCY SERVICES**

Emergency services after hours may be executed without receipt of an official complaint number solely on the request of an official/project manager of the Department. The Contractor must, however, ensure that the official concerned signs the form provided by the Department. The Contractor must also ensure that he obtains the official complaint number from the Department on the following working day. No payment will be made without a complaint number.

### **13. TRANSPORT COSTS**

**NB: Transport costs, including travelling time, must be allowed in the rates for each and every item in the price schedule and in the rates for non-scheduled labour items. Transport costs/Labour rates for non-scheduled labour items will be determined from the applicable District Office to the site. Under no circumstances will transport or travelling costs be paid where this is claimed as a separate item on any invoice rendered.**

### **14. INSTRUCTION TO THE CONTRACTOR TO CARRY OUT MAINTENANCE**

The Contractor must provide at his own cost a supply of forms in accordance with the example included herein. The forms must be completed legibly in ink after completion of each service. In addition to the original completed form submitted with the account, the Contractor shall hand a copy of the form provided to the Department for audit purposes.

### **15. ACCOUNTS**

Accounts for services rendered, must be accompanied by a copy of the instruction to the Contractor to carry out maintenance work.

The unit rates for items on the form must be cross referenced to the applicable rates for similar items in the bid document by means of the page and item numbers e.g. 12/4(a) (page 12, items 4a).

NOTE: Any errors in the compilation of the form of accounts discovered at a late stage, shall be rectified and the overpayment recovered by the Department.

## **16. PRICING OF NON-SCHEDULED MATERIALS**

Unit prices for items of work executed but not specified in this contract must be verified by means of invoices of suppliers. The amount of such invoices, after deduction of any discount, will be taken into account for payments to the Contractor. If such invoices are not submitted, accounts will not be paid.

Should the prices of the Contractor's supplier be abnormally high, then the Department reserves the right to obtain a written quotation for similar items from an independent supplier and the rates of such quotation shall then be applicable.

## **17. PAYMENT**

Accounts can be submitted weekly but not later than two weeks after completion of the work. Payment of accounts complying with all the requirements of paragraph 19, will be made within 30 days of date of receipt.

## **18. RUBBLE AND WASTE**

All rubble and waste arising from the work must be removed from the site and buildings left clean and tidy. All rubble and waste must be inspected by the Facilities Manager/Safety and Security Manager.

## **19. ACCESS CARDS TO SECURITY AREAS**

Should the work fall within a security area, the contractor shall obtain, from the security section, access cards for this personnel and employees who work within such an area. The contractor shall comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the Department.

## **20. SECURITY CHECK ON PERSONNEL**

The Department may require the Contractor to have his personnel or a certain number of them security classified.

In the event of the Department requesting the removal of a person or persons from the site for security reasons, the Contractor shall do so forthwith and the Contractor shall thereafter ensure that such person or persons are denied access to the site and/or the any documents or information relating to the work.

## **21. STRUCTURE**

No maintenance to be done on any structure without a job card from the Facilities Manager, such as:

- 1) Water Tankers
- 2) Municipality Pipes
- 3) Fire hose reels

## **22. CONTRACT WORK**

The plumbing maintenance shall be carried out entirely by the contractors own stuff and shall not in any way be sub-let, with own tools and equipment.

## **23. TENDER PRICING SCHEDULE SBD 3.1**

The pricing schedule must be fully completed. Failure to complete the SBD 31 fully will invalidate your tender document.

**SPECIFICATION  
OF  
MATERIALS AND METHODS  
TO BE USED**

All references in this specification to South African Bureau of Standards specifications and codes of practice shall be deemed to be reference to the latest issued, as may be amended from time to time of such specifications and codes

**Please Note**

The above mentioned document (Specification of Materials and Methods to be Used (OOG-001E) is available, from Department of Labour

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## ***REFERENCES TO DEPARTMENT/HEAD OF DEPARTMENT***

Any reference in this specification to the Department shall be read as Department of Water and Sanitation

Any reference in this specification to the Director-General shall read as Director-General of the Department of Water and Sanitation.

### **SABS SPECIFICATION AND CODES OF PRACTICE**

**Wherever any reference is made to the South African Bureau of Standards (SABS) in this document this reference shall be deemed to read "SABS respectively.**

### **STANDARD DETAIL DRAWINGS**

**STANDARD DETAIL DRAWINGS – All standard detail drawings applying to a particular service and referred to in this document, in the specification or in the Schedule of Builder's Quantities may be seen by the Contractor at Head Office Pretoria and will be issued to the Contractor, upon request, for the carrying out of the work.**

**Please Note**

**The above-mentioned document (specification of materials and methods to be used (oog-oo1e) is available on request from the Department.**



## PLUMBING TERM TENDER

### NOTES

#### WATER SUPPLY

Galvanised mild steel pipes.

**Galvanised mild steel water supply pipes must comply with SABS 62, galvanised finished inside and outside, medium wall thickness class, and with screwed ends.**

Sockets, elbows, crosses, tees, bends, branches, bushes, unions, nipples, plugs, caps and back nuts must be galvanised malleable cast-iron to comply with SABS 509.

Pipe diameters mentioned on drawings refer to the nominal inside diameter of the pipe.

Join galvanised mild steel pipes as follows;

- Join cold water pipes with lead paint or PTFE tape and hemp
- Joint hot water pipes with graphite and hemp
- Ream pipe ends to remove burr before screwing
- Keep jointing surfaces clean. Remove cutting oil.

#### COPPER PIPES

Copper pipes for domestic water and gas supply must comply with SABS 460, class 0 for water or gas supply above ground, and class 2 or 3 for water or gas supply below ground.

Fittings must be copper-based capillary or compression fittings to comply with SABS 1067.

Do not use copper pipes for acetylene gas installations.

Join copper pipes as follows:

- Cut pipe end square, ream, remove burrs and size if required
- Clean bore of fitting and pipe with a ring brush or fine emery paper.

Capillary joints:

- apply flux to outside of pipe, twist to help distribute the flux over the two surfaces. Use flux carefully and sparingly.

## EVALUATION SYSTEM

Department of Water and Sanitation will evaluate all proposals in terms of the Preferential Procurement Regulations 2017. A copy of the Preferential Procurement Regulations 2017 can be downloaded from [www.treasury.gov.za](http://www.treasury.gov.za). In accordance with the Preferential Procurement Regulations 2017, submissions will be adjudicated on 80/20 points system and the evaluation criteria. A three phase evaluation criteria will be considered in evaluating the bid.

### **Phase 1: Pre-Qualification Criteria**

**Phase 2: Administrative and Mandatory compliance** (if not complied with bid will be disqualified)

### **Phase 3: Functional / Technical Evaluation**

**Phase 4: Points awarded for Price and B-BBEE Status Level of Contribution**  
(80/20 Preferential System)

## **PHASE 1: PRE-QUALIFICATION CRITERIA**

Only bidders who are an EME or QSE Enterprises will be considered for this bid.

NB: Bidders who do not qualify with the prequalification criteria will be disqualified and not considered for phase 2.

### **PHASE 2:**

### **ADMINISTRATIVE COMPLIANCE**

Bidders are required to comply with the following listed below: - Failure to comply with any of the documents shall render your bid non -responsive and will be disqualified.

<b>No</b>	<b>Criteria</b>	<b>Yes</b>	<b>No</b>
1	Companies must be registered with National Treasury's Central Supplier Database. Provide proof of print out from CSD.		
2	Tax compliant with SARS (to be verified through CSD and SARS).		
3	Complete, sign, submit SBD 1, SBD 3.2, SBD 4, SBD 6.1, SBD 8, SBD 9		

**MANDATORY COMPLIANCE:**

Please note that all bidders must comply with the following mandatory requirements- Failure to submit any of the documents listed below will render your bid non-responsive and will be disqualified.

**Yes - list the relevant documents required on the table below**

No	Criteria	Yes	No
1	Attach Certified Plumbing Certificate for Individual		
2	Attach Certificate or confirmation of registration for Compensation for Occupational Injuries and Diseases Act (COIDA)		
3	Copy of proof of insurance contract which includes public liability taken with a reputable company and that is still active or a provisional acceptance letter, indicating an amount of not less than R1000 000 as the estimated insured amount.		
4	Valid proof of registration with Unemployment Insurance Fund (UIF), Supply the UIF number.		
5	Attach Company's Occupational Health And Safety certificate		
6	Minimum CIDB Grade 4 GB		
7	Pricing schedule (bill of quantities) to be completed fully. Failure to complete the pricing schedule in full will invalidate your tender.		

### PHASE 3: FUNCTIONAL/TECHNICAL EVALUATION

The bidder is expected to achieve a minimum required score of 70% for functionality in order to qualify for further evaluation. Bids that do not meet the minimum required score will be disqualified.

The Functional/Technical criteria are:

**Values: 1 Very Poor..... 2 Poor.....3 Average.....4 Good.... 5 Excellent**

Functionality evaluation will be based on the following criteria:

Criteria & Guideline	Scoring Guide	Weight
Knowledge and experience with proven years for plumbing services.	6-8 years = 5 5 years = 4 3-4 years = 3 1-2 years = 2	40
Traceable Reference  a) Attach traceable references in plumbing services.	4 refs + = 5 3 refs = 4 2 refs = 3 1 ref = 2 0 ref = 1	20
Proven qualification and capability.  a) Minimum 3 years Qualification and experience required for Artisans/Technical team.	3 years = 5 2 years = 4 1 years = 3	20
b) Minimum 5 years Qualification and experience required for project leader in plumbing services.	5 years-up = 5 4 years = 4 3 years = 3 2 years = 2 1 years = 1	20
<b>TOTAL</b>	<b>100</b>	

#### **PHASE 4: THE 80/20 POINTS AWARDED FOR PRICE AND B-BBEE STATUS LEVEL OF CONTRIBUTION**

The 80/20 Preferential Procurement System will be used in evaluating these bids:

<b>Evaluation element</b>	<b>Weighting (Points)</b>
B-BBEE	20
PRICE	80
<b>Total</b>	<b>100</b>

In terms of Regulation 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of Points (80/20 System)</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

#### **3. CONDITIONS:**

- Only bidders who fully comply to the requirements indicated under technical/ functional evaluation will be considered for further evaluation on Phase 4.
- The Department will not be liable to any damage caused by the contractor, whatsoever.
- The Department will not be held liable of injury of the contractor's employees
- Bidders are kindly requested to submit original documents only.
- Bidders are required to submit a certified and valid B-BBEE Status Level Verification Certificates together with their bids, to substantiate their B-BBEE rating claims. In order to claim the B-BBEE Status Level of Contributor points, bidders must submit valid and Certified B-BBEE Status Level Verification Certificates issued by accredited Verification Agency/s by SANAS or Registered Auditor approved by Independent Regulatory Board of Auditor (IRBA), together with their bids to substantiate their B-BBEE rating claims.
- A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.
- The Exempted Micro Enterprise must submit a letter from the Accounting Officer who is appointed in terms of Close Corporation Act. EMEs are allowed to submit a sworn affidavit obtainable from the Department of Trade and Industry website.
  - Fraudulent practices shall result in immediate disqualification.

## **CONDITIONS:**

- Bidders are kindly requested to submit **one (1)** copy plus the original
- Bidders are requested to provide a clear agreement regarding joint venture/consortia. The percentage involvement of each company in the joint venture agreement should be indicated on the agreement.
- It is a requirement that bidders who do business with government must comply to the relevant tax legislations.

## **SPECIAL CONDITIONS**

Bidders are also required to provide a detailed trade plan and resources list that will be used to execute the plumbing services work i.e.:

- SABS approved products
- Approved safety gear
- All tools required to perform plumbing services

**# Please note that the successful bidder will be expected to sign a Service Level Agreement with the Department**

### **Briefing Sessions and Enquiries**

- Due to the COVID restrictions on gatherings and to allow for maximum participation of the prospective service providers, the department will not be holding any formal briefing session.
- In order to attend to any specific questions to this Terms of References, service providers are required to submit their formal enquiries directly to the Project Manager and the SCM office.
- Service Providers will submit their questions and the department will respond to such questions and also upload all questions and answers on the departmental website [www.dwa.gov.za](http://www.dwa.gov.za).
- All enquiries must be forwarded 7 working days before the closing date to allow technical and Supply Chain team to respond.

**The contacts listed below will be attending to all questions.**

#### **For Technical Information:**

Contact: Kgomotso Ramalepe  
Tel. Office: 012 336 7330  
Email: [Ramalepek@dwa.gov.za](mailto:Ramalepek@dwa.gov.za)  
Department of Water and Sanitation

#### **For Supply Chain Management:**

Patrick Mabasa  
Supply Chain Management  
Tel: (012) 336 7518  
Email: [Mabasap@dwa.gov.za](mailto:Mabasap@dwa.gov.za)  
Department of Water and Sanitation