water & sanitation
Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

Tel: 017 846 6092 **e-mail: MainganyeM@dws.gov.za**
Enquiries: Mr. Mainganye Mulatedzi **Ref: WTE00818CC**

Dear Sir\Madam

BID NUMBER: WTE00818CC – PROVISION OF LABORATORY SERVICES TO CONDUCT WATER QUALITY ANALYSIS FOR SURFACE, GROUND, DRINKING WATER AND WASTEWATER SAMPLES AT USUTU RIVER GWS (AROUND MPUMALANGA) FOR 11 STATIONS, SAMPLES TO BE COLLECTED 4 TIMES WITHIN THE PERIOD OF 12 MONTHS, AS AND WHEN REQUESTED.)

The Department of Water and Sanitation would like to invite your company to submit a price quotation for the
PROVISION OF LABORATORY SERVICES TO CONDUCT WATER QUALITY ANALYSIS FOR SURFACE, GROUND, DRINKING WATER AND WASTEWATER SAMPLES AT USUTU RIVER GWS (AROUND MPUMALANGA) FOR 11 STATIONS, SAMPLES TO BE COLLECTED 4 TIMES WITHIN THE PERIOD OF 12 MONTHS, AS AND WHEN REQUESTED.

Documents also obtainable from:

Department Water and Sanitation
Admin Building Reception
R65 Road to Amsterdam/Mbabane
Jericho Dam
Amsterdam
2375

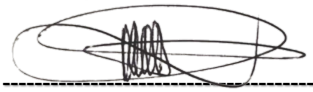
Note:
Bid documents obtainable from: 18 November 2026, 08h00 – 16h00. Collected from above address or printed from your side.
Cost of the document: FREE

The closing date for the submission of this bid in on the **27 November 2026 at 11H00**
The documents must be submitted in the **Tender Box** available at the address below:

Department Water and Sanitation
Admin Building Reception
R65 Road to Amsterdam/Mbabane
Jericho Dam
Amsterdam
2375

Attention is drawn to the fact that the Standard Bidding Documents included in the bid document are compulsory for completion and should accompany your company's price quotation.

Letter signed by: Mr T Khumalo



Designation: Acting: ASD SCM
Date: 18 November 2026

PART A INVITATION TO BID SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)						
BID NUMBER:	WTE00818CC	CLOSING DATE:		27 November 2026	CLOSING TIME:	11H00
DESCRIPTION	PROVISION OF LABORATORY SERVICES TO CONDUCT WATER QUALITY ANALYSIS FOR SURFACE, GROUND, DRINKING WATER AND WASTEWATER SAMPLES AT USUTU RIVER GWS (AROUND MPUMALANGA) FOR 11 STATIONS, SAMPLES TO BE COLLECTED 4 TIMES WITHIN THE PERIOD OF 12 MONTHS, AS AND WHEN REQUESTED.					

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

Documents also obtainable from:
Department Water and Sanitation
Admin Building Reception
Jericho Dam R65 Road to Amsterdam/Mbabane
Amsterdam
2375

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Mr Mainganye Mulatedzi	CONTACT PERSON	Ms Chauke M
TELEPHONE NUMBER	017 846 6092	TELEPHONE NUMBER	017 846 6000
FACSIMILE NUMBER	n/a	FACSIMILE NUMBER	n/a
E-MAIL ADDRESS	MainganyeM@dws.gov.za	E-MAIL ADDRESS	ChaukeM@dws.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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.

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO 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: ……...

DEPARTMENT OF WATER AND SANITATION
REPUBLIC OF SOUTH AFRICA

DUE AT 11:00 ON

(27 NOVEMBER 2026)

BID WTE00818CC

PROVISION OF LABORATORY SERVICES TO CONDUCT WATER QUALITY ANALYSIS FOR SURFACE, GROUND, DRINKING WATER AND WASTEWATER SAMPLES AT USUTU RIVER GWS (AROUND MPUMALANGA) FOR 11 STATIONS, SAMPLES TO BE COLLECTED 4 TIMES WITHIN THE PERIOD OF 12 MONTHS, AS AND WHEN REQUESTED.

SUBMIT BID DOCUMENTS TO:

THE BID BOX AT ENTRANCE OF:

Admin Building Reception, R65 road to Amsterdam/Mbabane
Jericho Dam, Amsterdam,2375

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

COMPILED BY: (IBOM: Central Operations)

DEPARTMENT OF WATER AND SANITATION

BID WTE00818CC

PROVISION OF LABORATORY SERVICES TO CONDUCT WATER QUALITY ANALYSIS FOR SURFACE, GROUND, DRINKING WATER AND WASTEWATER SAMPLES AT USUTU RIVER GWS (AROUND MPUMALANGA) FOR 11 STATIONS, SAMPLES TO BE COLLECTED 4 TIMES WITHIN THE PERIOD OF 12 MONTHS, AS AND WHEN REQUESTED.

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DEPARTMENT OF WATER AND SANITATION

BID WTE00818CC

PROVISION OF LABORATORY SERVICES TO CONDUCT WATER QUALITY ANALYSIS FOR SURFACE, GROUND, DRINKING WATER AND WASTEWATER SAMPLES AT USUTU RIVER GWS (AROUND MPUMALANGA) FOR 11 STATIONS, SAMPLES TO BE COLLECTED 4 TIMES WITHIN THE PERIOD OF 12 MONTHS, AS AND WHEN REQUESTED.

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DEPARTMENT OF WATER AND SANITATION

BID WTE00818CC

PROVISION OF LABORATORY SERVICES TO CONDUCT WATER QUALITY ANALYSIS FOR SURFACE, GROUND, DRINKING WATER AND WASTEWATER SAMPLES AT USUTU RIVER GWS (AROUND MPUMALANGA) FOR 11 STATIONS, SAMPLES TO BE COLLECTED 4 TIMES WITHIN THE PERIOD OF 12 MONTHS, AS AND WHEN REQUESTED.

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5. Signature on Bids
6. General Conditions of Contract
7. Form SBD 1
8. Bidders Disclosure (SBD4)
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11. The Department's right to decline any bid
12. Department is not liable for bidder’s expenses
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INSTRUCTIONS TO BIDDERS

1. ISSUING OF DOCUMENTS

(a) A complete sets of bid documents are issued to a prospective Bidder.

(b) Bidders must satisfy themselves that the document is complete and conform to the index of this document. Should any figures or writing be indistinct or should any pages be missing from this document or should this document or the drawing(s) contain any obvious errors, the Bidders must immediately notify the Department in order to have any discrepancy rectified or clarified before submitting his bid. Such clarification will be valid only if made by the Department by means of formal amendment as described hereunder prior to the date of submission of bids. The Department may issue amendments to clarify or modify the Bid Documents. A copy of each amendment will be issued to each bidder and shall be acknowledged on the form issued with the amendments. No claim whatsoever will be entertained for faults in the bid price resulting from the above-mentioned discrepancies.

(c) No alterations, omissions or additions shall be made to this document, but should it be deemed necessary to do so, the Bidder is at liberty to qualify his bid.

(d) All Bidders shall be deemed to have waived, renounced and abandoned any conditions printed or written upon any stationery used by them for the purpose of or in connection with the submission of bids which are in conflict with the conditions laid down in this document.

(e) Each page of the completed document that will be submitted should be initialled by the Bidder at the bottom of the page.

2. QUERIES WITH RESPECT TO THIS BID

Queries of a specific technical nature may be discussed personally or telephonically with **Ms Chauke M** Telephone **017 846 6092/6000** or may be directed in writing to: The Director: NWRI: Central Operations DEPARTMENT OF WATER AND SANITATION, Private Bag x 268 Pretoria 0001

3. COMPLETION OF BIDS

(a) The bid must be signed on the Invitation to Bid form (SBD 1) annexed hereto with all blanks in the bid and the appendix filled in.

(b) All spaces in the bid forms and other annexures shall be completed in full.

(c) SBD 3.1 in the bid document and the Pricing Schedule must be fully completed and priced out by the bidder. Failure to do so will deem your bid invalid.

(d) The bid documents shall not be separated in any way, nor must any pages be detached from the original documents.

4. SUBMISSION OF BIDS

The Bid Document shall be completed, signed and submitted as follows:

(a) The original Bid, together with a covering letter and supporting documents, shall be sealed in an envelope endorsed: "**ORIGINAL BID FOR BID WTE00818CC: PROVISION OF LABORATORY SERVICES TO CONDUCT WATER QUALITY ANALYSIS FOR SURFACE, GROUND, DRINKING WATER AND WASTEWATER SAMPLES AT USUTU RIVER GWS (AROUND MPUMALANGA) FOR 11 STATIONS, SAMPLES TO BE COLLECTED 4 TIMES WITHIN THE PERIOD OF 12 MONTHS, AS AND WHEN REQUESTED)** and the name of the Bidder shall be clearly shown

(b) Bids sealed and endorsed as above, will be received by: The Supply Chain Management Office or may be deposit in the bid box at the entrance of the **Admin Building Reception, R65 Road to Amsterdam/Mbabane, Jericho Dam, Amsterdam, 2375** and not later than 11:00 on the date stipulated on the front cover of this document.

5. SIGNATURE ON BIDS

The Bid, if by an individual, must be signed by that individual or by someone on his behalf duly authorised thereto and proof of such authority must be produced. If the bid is by a Company it must be signed by a person duly authorised thereto by a Resolution of a Board of Directors a copy of which Resolution, duly certified by the Chairman of the Company is to be submitted with the bid.

The successful bidder will be required to submit a "Letter from the manufacturer" confirming the supply arrangement within 14 days after the approval of the bid.

If the bid is submitted by joint venture of more than one person and/or Companies and/or firms it shall be accompanied by the following:

(a) The original or a notarially certified copy of the original document under which such joint venture was constituted which must define precisely inter alia the conditions under which the joint venture will function, its period of duration and the participation of the several constituent persons and/or companies and/or firms.

(b) A certificate signed by or on behalf of each participating person and/or company and/or firm authorising the person who signed the bid to do so.

6. GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract, as attached shall be regarded as an integral part of the contract documents.

7. FORM SBD 1

The copy of Form SBD 1 (Invitation to Bid), annexed to these documents, must be completed and signed by the Bidder. **Failure to do so will deem your bid invalid.**

8. BIDDERS DISCLOSURE

This document must be completed in full:

Bidders' attention is drawn particularly to Paragraph 2.3 which requires the bidder to disclose if the company or any of the directors have interest in other companies whether they have bided or not.

Bidders are required to provide all information. Should a bidder have more companies to declares such information can be provided on separate sheet in the format prescribed in the form and be attached to the SBD 4.

Information captured must be in line with what is captured in the CSD report.

9. BIDDERS TO COMPLY WITH DOCUMENTS

Where applicable, Bidders must allow in their Bids for all labour, material, machinery and everything necessary for the execution and completion of the Contract in accordance with the bid documents. No alterations may be made in the Invitation to Bid, Schedule of Quantities or other documents and the bid will be deemed to comply entirely with the terms of the documents.

10. TELEGRAPHIC BIDS

No bid forwarded by telegram, telex, facsimile, e-mail or similar apparatus will be considered.

11. THE DEPARTMENTS RIGHT TO DECLINE ANY BID

The Department does not bind itself to accept the lowest or any bid.

12. DEPARTMENT NOT LIABLE FOR BIDDER'S EXPENSES

The Department will not be held liable for any expenses incurred in preparing and submitting bids.

13. PAYMENTS UNDER THE CONTRACT

All payments due to the Bidder in terms of the contract will be done by means of Electronic Fund Transfer.

The evaluation committee will be following a phased approach during evaluation

Phase 1

Administrative Compliance

Bidders are required to complete and submit the following documents which should form part of the bid submitted by closing date

a) Tax Compliant with SARS. To be verified through Central Supplier Database on the day of evaluation. Bidders must attach proof of Tax Compliant from SARS

b) Completion, signing and submission of standard bidding document (SBD 1, SBD 4 & SBD6.1)

c) Submit Active registration with CIPC/ CIPRO.

d) Resolution/Authorization or Proxy letter to prove that the representative or signatory of the service provider/Institution is duly authorized to sign on behalf of the service provider/institution and must attach a certified ID copy of the person assigned

e) Indicate with an X comply or not comply with the required specifications)

COMPLY NOT COMPLY

Phase 2 -MANDATORY COMPLIANCE- Omission to comply the bidder will be disqualification)

a) Completion of pricing schedule (SBD 3.1 form)
b) SANAS 241 ACCREDITATION
c) Fully Completion of Annexure A (Bill of Quantity)

Phase 3: Evaluation of price and preference points (special goals) claimed

Evaluation on special goals set as follows:

(a) Women = **5 points**
(b) Disability = **5 points**
(c) Youth = **5 points**
(d) Location of enterprise (local equals province) = **2 points**
(e) B-BBEE status level contributors from level **1 to 2** which are QSE or EME = **3 points**

Bidders should note that, points may be claimed for B-BBEE in terms of the preferential procurement Regulation, 2022. Such claim should be accompanied by either an **Original SANAS** accredited certificate or a **certified copy** of such a certificate to qualify for the points, affidavit will be accepted.

14. REJECTION OF BID

Bids not complying with the above-mentioned requirements and specifications may be regarded as incomplete and may not be considered.

"The Department reserves the right not to award more than one or two contracts to a company or companies owned by same person(s) as director(s) or managing director(s)"

15. RESULTS OF BIDS

Results of non-acceptance of bids will be sent to individual unsuccessful bidders and particulars of accepted bids are published weekly in the Government Tender Bulletin.

16. EVALUATION CRITERIA

Bids will be evaluated in accordance with the new Preferential Procurement Regulations, 2022, using 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000. The lowest acceptable bid will score special goals as follows: Women = **5 points,** Disability = **5 points**, Youth = **5 points**, Location of enterprise (local equals province) = **2 points** and B-BBEE status level contributors from level **1 to 2** which are QSE or EME = **3 points**

Bids received will be evaluated on the three (3) phases namely **Administrative Compliance, Technical compliance** and **Preference Points Claimed**.

DEPARTMENT OF WATER AND SANITATION

BID WTE00818CC

PROVISION OF LABORATORY SERVICES TO CONDUCT WATER QUALITY ANALYSIS FOR SURFACE, GROUND, DRINKING WATER AND WASTEWATER SAMPLES AT USUTU RIVER GWS (AROUND MPUMALANGA) FOR 11 STATIONS, SAMPLES TO BE COLLECTED 4 TIMES WITHIN THE PERIOD OF 12 MONTHS, AS AND WHEN REQUESTED.

SECTION 2: SPECIFICATIONS

CONTENTS

1. SPECIFICATION

SPECIFICATIONS

(**Clearly indicate with a YES or a NO in the below columns)**

	PROVISION OF LABORATORY SERVICES TO CONDUCT WATER QUALITY ANALYSIS FOR SURFACE, GROUND, DRINKING WATER AND WASTEWATER SAMPLES AT USUTU RIVER GWS (AROUND MPUMALANGA) FOR 11 STATIONS, SAMPLES TO BE COLLECTED 4 TIMES WITHIN THE PERIOD OF 12 MONTHS, AS AND WHEN REQUESTED.		**COMPLY**	**DO NOT COMPLY**
1.	**GOODS/SERVICES/WORKS**			
1.1	**Provision of laboratory services to conduct water quality analysis for Surface, Ground, drinking water and Wastewater samples at Usutu River GWS(Around Mpumalanga) for 11 stations, samples to be collected 4 times within the period of 12 months. 2026/27, as and when requested.** • **Jericho Dam** • **Westoe Dam** • **Morgenstond Dam** • **Hyshope Dam** • **Geelhoutboom Pump Station** • **Onverwacht Dam** • **Vygeboom Dam** • **Nooitgedacht dam** • **Khuthala Pump Station** • **Rietspruit Reservoir** • **Kliphoek Pump Station** **The <u>service provider</u> comes on-site and takes the sample from various sampling points:** • Drinking water (Water treatment plant and for Boreholes) • Raw water from (Dam and Reservoirs) • Wastewater sample (effluent) 1.**Drinking water <u>parameters to be analyzed include the following:</u>** PH, Conductivity, TDS, Turbidity, Chlorine, Sulphate, Fluoride, Chloride, Alkalinity, Calcium Hardness, Magnesium Hardness, Total Hardness, Feacal coliform, E. coli, Fe, Mn, Ca, K, Na, Mg, Cu, Zn.	**<u>Final Water (Water Treatment Plant)</u>:** **8 Treated water samples.** **2 Boreholes water samples.**		
1.2	**<u>2. Wastewater Parameters to be analyzed</u>** Electrical Conductivity Ortho phosphate, Ammonia. TDS, TSS, PH, COD Feacal Coliforms (E. coli) and Total Coliform count, Sulphate Total dissolved solids, Ammonia, Iron, Nitrate and Nitrite**.** **3.Raw water: Canals, Dams and Reservoirs**	**Final Effluent (sewage) =4 samples.** **1 sample per station.**		

	PROVISION OF LABORATORY SERVICES TO CONDUCT WATER QUALITY ANALYSIS FOR SURFACE, GROUND, DRINKING WATER AND WASTEWATER SAMPLES AT USUTU RIVER GWS (AROUND MPUMALANGA) FOR 11 STATIONS, SAMPLES TO BE COLLECTED 4 TIMES WITHIN THE PERIOD OF 12 MONTHS, AS AND WHEN REQUESTED.		COMPLY	DO NOT COMPLY
	NB: Service provider should be accredited with SANS 241 **Accredited Water Testing.** **Service provider should send results of water samples**	**Raw water: Canals, Dams and Reservoirs 10 samples (from dams and reservoirs) Canal (1 sample). Mine (1 sample).**		
2	**COSTS**			
2.1	Bidders shall provide in their bid for all labour, plant, material, implements and vehicles necessary for the execution of the contract and all operating and maintenance costs in accordance with the bid documents.			
3.	**DELIVERY**			
3.1	Delivery to site is required 7 days after receipt of an official order. It is a contractual requirement that the items be delivered as per indicated time frame after signing of the SBD7.1 by the successful bidder.			
3.2	The delivery address is: **R65 Road to Amsterdam/Mbabane, Jericho Dam, Amsterdam, 2375**			
3.3	Deliveries may be made during the following working hours 7h30 to 16h00 from Monday to Thursday but not on the following days or periods:			
3.3.1	(i) Fridays 14h00 to Mondays 7h00			
3.3.2	(ii) All public holidays			
3.3.3	(iii) The last Thursday and Friday of the month			
3.4	If by any change a delivery is made outside of scheduled times the offloading will commence only the next working day and no standing time will be charged to the Department.			
3.5	The Bidder shall nominate a contract person with whom the Department will arrange and schedule deliveries. Purchase orders for material will be placed 48 hours before delivery is required.			
3.6	An inspection certificate of compliance signed by the Departmental representative that inspected the items shall be submitted by the Bidder at delivery.			
3.7	DWA will decline products that do not comply with the specification and load(s) will not be accepted and will not be paid for. The declined load(s) must be removed from site ASAP for the Bidders own cost.			
3.8	The ownership of and risk for the product purchased will pass to the Department at the point of delivery i.e. where a signed acceptance take place.			

	PROVISION OF LABORATORY SERVICES TO CONDUCT WATER QUALITY ANALYSIS FOR SURFACE, GROUND, DRINKING WATER AND WASTEWATER SAMPLES AT USUTU RIVER GWS (AROUND MPUMALANGA) FOR 11 STATIONS, SAMPLES TO BE COLLECTED 4 TIMES WITHIN THE PERIOD OF 12 MONTHS, AS AND WHEN REQUESTED.	**COMPLY**	**DO NOT COMPLY**
3.9	Defected or damaged goods will not be accepted.		
4	**BID PRICE AND DELIVERY PERIODS**		
4.1	All-inclusive bid prices are required, meaning VAT, delivery and any other cost mentioned in the specification for the Bidders account must be included in the unit price. Firm bid prices and delivery periods must be submitted.		
4.2	"Firm" prices are deemed to be the prices which are only subject to the following statutory change: **(4)** VAT, (b) Any levy related to customs and excise (written proof must be given)		
4.3	You shall abide by the requirements of the client against any loss, claims or damages arising out of any breach by yourself of such act or regulation.		
4.4	You shall abide by the requirements of the client against any loss, claims or damages arising out of any breach by yourself of such act or regulation.		
4.5	Acceptance of this contract Bid order will constitute acceptance of this clause as well as the acceptance of your obligation of delegation of responsible person on site.		
4.6	**Proof** of your good standing with workmen's compensation must be provided to our office prior to your commencement on site, failing which will affect any required cover on your behalf **or invalidate your bid**.		
4.7	Transportation to site entails the off-loading, site storage and erection on site.		
4.8	All the materials shall be properly stacked on the building under construction.		
4.9	All site inspections must be approved by the Site Agent prior to the intended visit.		

Therewith I,_____ _____(Bidder's Name) declare that I have read, completed and understood the above specifications.\

BIDDER'S SIGNATURE

_____

DEPARTMENT OF WATER AND SANITATION

BID WTE00818CC

PROVISION OF LABORATORY SERVICES TO CONDUCT WATER QUALITY ANALYSIS FOR SURFACE, GROUND, DRINKING WATER AND WASTEWATER SAMPLES AT USUTU RIVER GWS (AROUND MPUMALANGA) FOR 11 STATIONS, SAMPLES TO BE COLLECTED 4 TIMES WITHIN THE PERIOD OF 12 MONTHS, AS AND WHEN REQUESTED.

SECTION 3: SBD 3.1 – PRICING SCHEDULE

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PREAMBLE TO THE SBD 3.1 – PRICING SCHEDULE
SBD 3.1 – PRICING SCHEDULE

PREAMBLE TO THE SBD 3.1 – PRICING SCHEDULE

4. GENERAL

The SBD 3.1 forms part of the Contract Documents and must be read and priced in conjunction with all the other documents which include the Conditions of Contract and all other Specifications in the bid document.
.

2. QUANTITIES REFLECTED IN THE PRICING SCHEDULE

The quantities given in the SBD 3.1 can be subject to change. **The Department reserves the right to only purchase one product per item or one item or none of the items in the pricing schedule.**

The validity of the contract will in no way be affected by differences between the quantities in the SBD 3.1 and the quantities finally certified for payment.

3. PRICING OF THE SCHEDULE

The rates to be filled in the SDB 3.1 should include all costs. All rates and amounts quoted in the SBD 3.1 shall be in Rand and shall include VAT.

4. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid, use of correction fluid will invalidate your bid, but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Bidder, failure to initial where the correction was done will invalidate your bid.

PRICING SCHEDULE
(Firm Prices)

PRICING SCHEDULE FOR THE BID WTE00818CC

PROVISION OF LABORATORY SERVICES TO CONDUCT WATER QUALITY ANALYSIS FOR SURFACE, GROUND, DRINKING WATER AND WASTEWATER SAMPLES AT USUTU RIVER GWS (AROUND MPUMALANGA) FOR 11 STATIONS, SAMPLES TO BE COLLECTED 4 TIMES WITHIN THE PERIOD OF 12 MONTHS, AS AND WHEN REQUESTED.

THIS PRICING SCHEDULE MUST BE COMPETED IN FULL – FAILURE TO COMPLY WILL INVALIDATE YOUR BID. All prices must include labour, etc.

CLOSING TIME 11:00 ON: 27 November 2026 **BID NO.: WTE00818CC**

NAME OF BIDDER:……

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

ITEM	DESCRIPTION	UNIT OF MEASURE	QTY	Unit Price	TOTAL PRICE
1.	Group 1	**Each**	**4**	R……	R……
2.	Group 2	**Each**	**4**	R……	R……
3.	Group 3	**Each**	**4**	R……	R……
4.	Group 4	**Each**	**4**	R……	R……
				SUB TOTAL	**R……**
				VAT @ 15%	**R……**
				Delivery	**R……**
				TOTAL BID PRICE	**R……**

NB: All prices must include travelling, labour cost etc.

- Country of origin:	_____
- Delivery basis. (See note hereunder)	**To Site**
- **Period required for delivery after receipt of order:**	_____
- Delivery period:	***FIRM / NOT FIRM**
- Is the price firm?	***FIRM / NOT FIRM**
- Does the offered equipment comply with any recognise Standards Body, e.g. SABS, ISO?	***YES / NO**
- Is so, furnish valid certificates to this end	**ATTACHED / NOT ATTACHED**
- Is the offer strictly to specification?	***YES / NO**
- If <u>not</u> to specification, state deviation(s)	_____
	_____

PROVISION OF LABORATORY SERVICES TO CONDUCT WATER QUALITY ANALYSIS FOR SURFACE, GROUND, DRINKING WATER AND WASTEWATER SAMPLES AT USUTU RIVER GWS(AROUND MPUMALANGA) FOR 11 STATIONS, SAMPLES TO BE COLLECTED 4 TIMES WITHIN THE PERIOD OF 12 MONTHS, AS AND WHEN REQUESTED.

Station Name	**Sample type**
Jericho Dam	• Drinking water • Raw Water • Sewage water
Westoe Dam	• Drinking water • Raw Water
Morgenstond Dam	• Drinking water (Borehole) • Raw Water • Sewage water
Hyshope Dam	• Drinking water • Raw Water
Geelhoutboom Pump Station	• Drinking water • Raw Water • Sewage water
Onverwacht Dam	• Drinking water • Raw Water
Vygeboom Dam	• Drinking water • Raw Water
Nooitgedacht dam	• Drinking water • Raw Water
Khuthala Pump Station	• Drinking water • Raw Water • Sewage water
Rietspruit Reservoir	• Drinking water • Raw Water
Kliphoek Pump Station	• Drinking water • Raw Water

NB: The service provider comes on-site and takes the sample from various sampling points:

1. **Drinking water <u>parameters to be analysed include the following:</u>**

PH, Conductivity, TDS, Turbidity, Chlorine, Sulphate, Fluoride, Chloride, Alkalinity, Calcium Hardness, Magnesium Hardness, Total Hardness, Feacal coliform, E. coli, Fe, Mn,

Ca, K, Na, Mg, Cu, Zn.

2. **<u>Wastewater Parameters to be analyzed</u>**

Electrical Conductivity, Ortho phosphate, Ammonia., TDS, TSS, PH, COD, Feacal Coliforms (E. coli) and Total Coliform count, Sulphate, Total dissolved solids, Ammonia, Iron, Nitrate and Nitrite**.**

NB: Service provider should be accredited with SANS 241 Accredited Water Testing.

Service provider should send results of water samples per station.

1. INTRODUCTION

The quality of fresh water in South Africa is under increasing pressure due to growing pollution and problems regarding wastewater management. In order to mitigate the serious impact of this trend on the national economy, environment, health and social spheres of communities, the Department Water and Sanitation (DWS) is implementing a number of national strategies, e.g. regionally based integrated water quality management, a Waste Discharge Charge System, comprehensive Compliance Monitoring and Enforcement actions and a cleanup on the authorisation environment through validation and verification programmes. A cornerstone of this approach is adequate capability to monitor the variations and trends of the quality of water in various aspects of chemical and biological contamination of water. Effective monitoring in turn is wholly dependent on the certified, quick and reliable analysis of water samples taken at designated sites across the country.

DWS has the mandate to protect water resources and ensure its fitness for use; and to regulate through compliance monitoring and enforcement. DWS monitors the drinking water compliance through the Blue Drop programme and wastewater (raw and final effluent) using the Green Drop programme. Compliance monitoring is also done for both surface and groundwater where license conditions need to be met. Samples are routinely taken monthly (in some cases weekly) from sampling sites and submitted to the South African National Accreditation System (SANAS) accredited laboratory for analysis. Laboratories that are not accredited for analyses are required to participate in a recognised Proficiency Testing Scheme (PTS) to provide evidence that the results generated are accurate and that the performance of and quality of the laboratory are at the required standard. The PTS is also an independent evaluation of the laboratory's reported results.

DWS is running various National and Regional Water Quality monitoring programmes that are structured to ensure the frequency of sampling is maintained. Currently, the bulk of the National Water Quality Monitoring Programme samples are analysed at the Resource Quality Information System (RQIS) laboratories. Unfortunately the RQIS laboratories do have their own challenges resulting in backlogs from time to time and data not available on time. Samples for the Microbiology and Toxicity testing need to be at the laboratory within 24 hours and thus RQIS laboratories can only analyse samplings that can meet this requirement. This factor makes it important to have laboratory facilities in the regions to enable these analyses to be performed within the allowed timeframe. DWS regions also do need laboratory services for the type of samples that need to get analysed to be able to ensure effective catchment management, drinking water quality, compliance monitoring and enforcement. It is therefore important to have laboratories that are running well in the provinces to provide services to DWS regional offices different components or sections such as Water Quality Management, Water Quality Planning, Water Services and Compliance Monitoring and Enforcement.

2. GENERAL DETAILS OF BID

In order to be awarded the contract for one or all the items, the Analytical Service Provider must:

- have an ISO/SANS-17025:2017 accredited laboratory and this must include laboratory facilities to do basic, specialized and complex water, wastewater quality analysis and other environmental samples such as soil analyses and participate in a recognised Proficiency Testing Scheme (PTS) .
- must be prepared to analyse emergency samples after office hours;
- must be able to analyse samples for prosecution purposes as required or be able to contract these analyses out to a laboratory that can analyse prosecution samples
- will not be allowed to change the method of analysis during the contracted period unless it is scientifically necessarily to do so and with DWS approval
- It is a requirement that the laboratory should supply an analytical service for the complete set of constituents as per listed items, if there are constituents that are not analysed in the laboratory it can be sub-contracted to another accredited facility or PTS participating laboratory.

3. QUALITY REQUIREMENTS AND QUALITY CONTROL

3.1 It is essential that the laboratory is ISO/SANS 17025:2017 accredited by a recognised authority for all the constituents.

3.2 If the laboratory is not accredited the laboratory need to provide evidence of successful Proficiency Testing Scheme (PTS) participation. These laboratories will be considered where locality and sample viability cannot be satisfied by an accredited laboratory.

3.3 Accredited or methods used for PTS participation must be fully documented analytical procedures must be used. A fully documented description of each of the analytical methods and quality control procedures used must be submitted with the Analytical Service Provider bid documentation

3.4 Laboratory facilities must be open for inspection by the DWS prior to the signing of the contract as well as at any stage during the life of the contract.

3.5 The results of all analytical work done must be available within Seven (7) working days unless if there are delays service provider should state challenges.

3.6 The laboratory will provide the analytical results in a compatible electronic format, also signed by the laboratory Head.

3.7 The lab should be prepared to analyse samples for prosecution purposes and be able to provide assessment report in accordance with the Criminal Prosecution Act.

3.8 In-sourcing of standard parameters (pH, Conductivity, Ammonia, Orthophosphates, Nitrates/ Nitrites, Suspended solids, Chemical oxygen demand, Oxygen absorbed, Faecal coliforms and Ecoli) is preferred.

ANNEXURE A(BILL OF QUANTITY)

GROUP 1		
PARAMETER	**Unit**	**Unit Price per sample**
Ammonia as N	mg/l	R
Chloride (Cl-)	mg/l	R
Calcium (Ca)	mg/l	R
Chemical Oxygen Demand (COD)	mg O2/l	R
Colour	mg/l Pt	R
Corrosive Index	none	R
Dissolved Oxygen (DO)	mg/l	R
Dissolved solids	mg/l	R
EC (Electrical Conductivity)	mS/m at 25ºC	R
Fluoride (F)	mg/l	R
Magnesium (Mg)	mg/l	R
Nitrate + nitrite as N	mg/l	R
Odour	TON	R
Orthophosphate as P	mg/l	R
Sodium (Na)	mg/l	R
Potassium (K)	mg/l	R
pH (measured with a glass electrode)	pH units	R
TOTAL GROUP 1		**R**

GROUP 2		
PARAMETER	Unit	Unit Price per sample
Sulphate (SO42-)	mg/l	R
Suspended solids	mg/l	R
Total Alkalinity	mg CaCO3/l	R
Total Dissolved Salts (TDS)	mg/l	R
Total Hardness	mg CaCO3/l	R
Total phosphate as P	mg/l	R
Turbidity	NTU	R
TOTAL GROUP 2		R

GROUP 3		
PARAMETER	Unit	Unit Price per sample
• Aluminium (Al)	mg/l or µg/l	R
• Iron (Fe)	mg/l or µg/l	R
• Managnese (Mn)	mg/l or µg/l	R
• Zinc (Zn)	mg/l or µg/l	R
TOTAL GROUP 3		R

GROUP 4		
• E. coli	counts/100ml	R
• Faecal coliforms	counts/100ml	R
• Biological Oxygen Demand (BOD)	mg/l	R
TOTAL GROUP 4		R

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] in the enterprise, employed by the state? **YES/NO**

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

Full Name	**Identity Number**	**Name of State institution**

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

……

……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

……

……

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

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 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.

[2] 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.

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

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

…… ……

Signature Date

…… ……

Position Name of bidder

GUIDANCE FOR BIDDERS ON PREFERENTIAL PROCUREMENT POINTS CALCULATION IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

THE 80/20 POINTS AWARDED FOR PRICE AND SPECIFIC GOALS

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

Evaluation element	Weighting (Points)
SPECIFIC GOALS	20
PRICE	80
Total	**100**

Price
A maximum of 80 points are allocated for price on the following basis:

$$Ps = 80\left(1 - \frac{Pt - P\ \min}{P\ \min}\right)$$

Where:
Ps = Points scored for comparative price of bid under consideration
Pt = Comparative price of bid under consideration
Pmin = Comparative price of lowest acceptable bid

Preference point system

SPECIFIC GOALS	NUMBER OF POINTS TO BE ALLOCATED
Women	**5**
People with disability	**5**
Youth (35 and below)	**5**
Location of enterprise (Province)	**2**
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	**3**
Total points for SPECIFIC GOALS	**20**

Documents Requirement for verification of Points allocation: -

Procurement Requirement	**Required Proof Documents**
Women	Full CSD Report
Disability	Full CSD Report
Youth	Full CSD Report
Location	Full CSD Report
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	Valid BBBEE certificate/sworn affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report

The definition and measurement of the goals above is as follows:

Women, disability, and youth:

This will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets this criterion. E.g., Company A has five shareholders each of whom own 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allowable for this goal.

Location of enterprise

Local equals province. Where a project cuts across more than one province, the bidder may be located in any of the relevant provinces to obtain the points.

B-BBEE status level contributors from level 1 to 2 which are QSE or EME

Measured in terms of normal BBBEE requirements.

Note: Formula for calculating points for specific goals

Preference points for entities are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed:

$$PC = Mpa \times \frac{P\text{-}own}{100}$$

Where

PC= Points awarded for specific goal

Mpa= The maximum number of points awarded for ownership in that specific category

P-own = The percentage of equity ownership by the enterprise or business

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

---

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(f) Price; and

(g) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \qquad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	5	
People with disability	5	
Youth (35 and below)	5	
Location of enterprise (Province)	2	
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3	
Total points for SPECIFIC GOALS	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process.

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such a cancellation.

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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

THE NATIONAL TREASURY
Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

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

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

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

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual

for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

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

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period 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 anti-dumping 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 willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African 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. 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.