



KWAZULU-NATAL PROVINCE

HEALTH
REPUBLIC OF SOUTH AFRICA

BID DOCUMENT NUMBER: ZNB 5771/2023-H

SERVICING AND REFURBISHMENT OF SEWER WATER TREATMENT SYSTEMS AT 60 FACILITIES FOR 3-YEARS FOR CIDB GRADING OF 7CE

Name of Bidder.....

Central Supplier's Database Registration Number.....

Income Tax Reference Number.....

BIDDER TO NOTE THE FOLLOWING

CLOSING DATE AND TIME:

Date: 22 March 2024
Time: 11:00 AM
Venue: Supply Chain management, 310 Jabu Ndlovu Street, Pietermaritzburg

COMPULSORY SITE BRIEFING DETAILS

Briefing date: 28 February 2024
Briefing time: 10:00 AM
Briefing venue: Townhill Office Park inside Townhill Hospital, Main Boardroom, Townhill, Pietermaritzburg, 3201

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SECTION A: INVITATION TO BID (SBD 1)

SUPPLIER INFORMATION:					
NAME OF BIDDER:					
POSTAL ADDRESS:					
					Code:
STREET ADDRESS:					
					Code:
TELEPHONE NO.:					
CELL PHONE NO.:					
E-MAIL ADDRESS:					
VAT REGISTRATION NUMBER:					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE NO.:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
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
<p>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 ITEM (c) BELOW.</p>					
TAX COMPLIANCE REQUIREMENTS					
(a) BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.					
(b) 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.					

- (c) APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- (d) BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- (e) IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- (f) WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- (g) 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:

SECTION B: SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT. REFER TO THE GENERAL CONDITIONS OF CONTRACT AT THE FOLLOWING WEB ADDRESS:

<http://www.treasury.gov.za/divisions/ocpo/ostb/contracts/default.aspx>

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed, and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialled.
13. Use of correcting fluid is prohibited.
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. The bidder must initial each and every page of the bid document.

SECTION C: FORM OF OFFER AND ACCEPTANCE

1. Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

An Entity to provide Servicing and Refurbishment services

For the project: - **SERVICING AND REFURBISHMENT OF SEWER WATER TREATMENT SYSTEMS AT 60 FACILITIES FOR 3 YEARS**

The bidder, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the bidder, deemed to be duly authorised, signing this part of this form of offer and acceptance, the bidder offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for remuneration to be determined in accordance with the conditions of Contract identified in the Contract Data.

2. Price

The offered price for the Contractor, inclusive of value added tax, is

R (in figures)
.....
and,
.....

Rand (in words)
.....

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the bidder before the end of the period of validity stated in the Tender Data, whereupon the bidder becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

3. This offer is made by the following Legal Entity: (please cross out the block that is not applicable).

Company or Close Corporation	or	Natural person or Partnership
Registration number:		Identity number:
Income Tax Reference number:		Income Tax Reference number:

and who is (if applicable):

Trading under the name and style of:

.....
and who is:

.....
Represented herein, and who is duly authorised to do so, by:

.....
In his/her capacity as:

Note: A resolution / power of attorney, signed by all the directors / members / partners of the legal entity must accompany this offer, authorising the representative to make this offer.

4. Signed for the bidder:

.....
Name of representative

.....
Signature

.....
Date

5. Witnessed by:

.....
Name of representative

.....
Signature

.....
Date

6. Domicilium Citandi Et Executandi

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

Street address::

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

Code:

Postal address

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

Code:

.....

Telephone:

Code:

Number:

.....

Cell phone :

Code:

Number:

.....

Facsimile number:

Code:

Number:

.....

E-mail address:

.....

Banker:

Branch:

7. Acceptance

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

8. The terms of the Contract

The terms of the Contract are contained in:

Part C1 Agreements and Contract Data, (which includes this agreement) Part C2

Pricing Data

and;

Documents or parts thereof, which may be incorporated by reference into Parts C1 to C2 above.

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

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

Notwithstanding anything contained herein, this agreement comes into effect, if sent by registered post, 4 days from the date on which it was posted, if delivered by hand, on the day of delivery, provided that it has been delivered during ordinary business hours, or if sent by fax, the first business day following the day on which it was faxed. Unless the bidder (now Service Provider) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

9. Signed for the Employer:

.....
Name of representative

.....
Signature

.....
Date

Street address:

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

Code:

.....

Telephone:

Code:

Number:

.....

Facsimile number:

Code:

Number:

.....

10. Witnessed by:

.....
Name of representative

.....
Signature

.....
Date

SECTION D: AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO-OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....
 hereby authorise Mr/Mrs/Ms
 acting in the capacity of
 whose signature is
 to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(if the space provided is not enough please list all the directors in the resolution letter)

Note:

The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise, and **such resolution shall include a specimen signature of the signatory.**

- Co-operative: Resolution letter from the directors
- Close Corporation: Resolution letter from the directors
- Company: Resolution letter from the director/s
- Sole Proprietor: Resolution letter from the director
- Partnership: Resolution letter from the director
- Joint Venture / Consortium: Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises

Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Failure to complete, sign and date this form or failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected.

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

YES / NO

2.2.1 If so, furnish particulars:

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

YES / NO

2.3.1 If so, furnish particulars:

3. Declaration

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I 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 consortium² 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.

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.

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.

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

SECTION F: 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 WITH 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

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) 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

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

Where

Ps= Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest 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)
Companies who are at least 51% Owned by Black People	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 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

forward the matter for criminal prosecution, if deemed necessary.

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

SECTION H: 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 compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
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. 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 anything 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 subsidised 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 markets 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 that 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 as 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 the 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 analysis

- 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 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

analysed 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 that do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the supplier's 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 six (6) 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.
- 20.2 Supplier shall employ 10 sub-contractors per district with a CIDB grading of 2SO for the implementation of the works.
- 21. Delays in the supplier's performance**
- 21.2 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.
- 21.3 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.
- 21.4 The 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.

- 21.5 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.
- 21.6 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.
- 21.7 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 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

- 23.5 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:
 - 23.5.1 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;
 - 23.5.2 if the Supplier fails to perform any other obligation(s) under the contract; or
 - 23.5.3 if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.6 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 the performance of the contract to the extent not terminated.
- 23.7 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.
- 23.8 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.

23.9 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.

23.10 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.

23.11 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, 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 monies (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 harm

- 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 Special Conditions of Contract (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 aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total provided that this **Governing language**
- 28.2 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.
- 29 **Applicable law**
- 29.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 30 **Notices**
- 30.1 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
- 30.2 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.
- 31 **Taxes and duties**
- 31.1 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

- 32 National Industrial Participation (NIP) Programme** 32. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 33 Prohibition of Restrictive practices**
- 33.1 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).
- 33.2 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.
- 33.3 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.

I have read, understand and accept the General conditions of the contract, which are binding upon me.

.....
Signature

.....
Date

.....
Name of Bidder

SECTION I: SPECIAL CONDITIONS OF CONTRACT

1. CHANGE OF ADDRESS

- 1.1. Bidders must advise the Department of Health's Central Supply Chain Management Unit, Contract Administration Section, should their ownership and/or address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

2. ENTERING OF HOSPITAL/CLINIC STORES

- 2.1. No representative from a company shall be permitted to enter the hospital/clinic premises, buildings, or containers where stores are kept unless he/she is accompanied by the responsible official in charge of stores. Before entering the hospital/clinic premises, buildings or containers where stores are kept, the company representative must in writing, motivate why entry is necessary and written authority must be obtained to enter from the Head of the Institution.

3. FIRM PRICES AND ESCALATIONS

- 3.1. This bid requires that all bid prices offered are firm for the duration of the contract.

4. VALUE ADDED TAX (VAT)

- 4.1. All bid prices must be inclusive all applicable taxes, even if the bidder is not a VAT vendor,
- 4.2. Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but an entity may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12-month period. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of bid.
- 4.3. **VAT will not be included** after an award of the bid or during contract management period

5. INVOICES AND PAYMENTS

- 5.1. All invoices submitted by the Contractor must be Tax Invoices indicating item description, catalogue number, quantity ordered and quantity delivered, unit price, total price, the amount of tax charged and the total invoice amount.
- 5.2. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
 - (a) The name, address, and registration number of the supplier;
 - (b) The name and address of the recipient;
 - (c) An individual serialized number and the date upon which the tax invoice is issued;
 - (d) A description of the goods or services supplied;
 - (e) The quantity or volume of the goods or services supplied
 - (f) The value of the supply, the amount of tax charged, and the consideration for the supply; or
 - (g) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.
- 5.3. A contractor shall be paid by the Client, KZN Department of Health, in accordance with supplies delivered and services rendered. Only in the case of emergency service provider call-outs will the contractor be paid by the institution concerned, in accordance with supplies delivered and services rendered.
- 5.4. Should a contractor indicate a special discount on his/her account provided payment is made within a certain time, every effort shall be made to take advantage of such discount.
- 5.5. Any query concerning the non-payment of accounts must be directed to the Client, KZN Department of Health, or institution where concerned. The following protocol will apply if accounts are queried:

- (i) Contact must be made with the project leader for a specific district or the officer-in-charge of stores;
- (ii) If there is no response from stores, the finance manager of the institution must be contacted.

6. REQUIREMENTS FOR PROFESSIONALLY REGISTERED PERSONNEL

6.1. The bidder is required to have as a part of their teams a Professional Civil Engineer/Technologist or Professional Construction Project Manager as the Contracts Manager Proof of professional registration with ECSA (Engineering Council of South Africa) or SACPCMP (South African Council for Project and Construction Manager Profesisons) and qualifications are compulsory.

7. IRREGULARITIES

7.1. Companies are encouraged to advise the Client, and Department timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

8. PERIOD OF CONTRACT

8.1. Contract will be valid for a period of 36 months (thirty-six) from date of contract signage.

9. RATE OF EXCHANGE

9.1. All bids involving imported products must use the rate of exchange that was applicable 14 days prior to the closing date indicated in the bid document. If this day falls on a weekend or public holiday, the next working day must be used.

9.2. Bidders must submit documentary proof (in the form of a certified copy) from their bank or any recognized legal financial Institution, clearly indicating what the rate of exchange was 14 days prior to the closing date, as mentioned above. Information can be sourced from the internet from a Financial Institution website.

9.3. The Department reserves the right to renegotiate the price should there be a reduction of the price in the market.

9.4. This clause must be read in conjunction with paragraphs 5.1.

10. UNSATISFACTORY PERFORMANCE

10.1. Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

- (i). The KZN Department of Health shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the institution will:

- (a) Take necessary action in terms of its delegated powers.

- (ii) When correspondence is addressed to the contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.

11. PREFERENCES

11.1. Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Department may, at its own right:

- i. Recover from the Contractor all costs, losses, or damages incurred or sustained by the Department as a result of the award of the Contract; and/or
- ii. Cancel the contract and claim any damages, which the Department may suffer by having to make less favourable arrangements after such cancellation.

- iii. The Department may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

12. RESTRICTION OF BIDDING

The Accounting Officer or his/her delegate must:

- a) Notify the supplier and any other person of the intention to restrict it doing business with KZN-DoH by registered mail. The letter of restriction must provide for:
- ✓ The grounds for restriction;
 - ✓ The period of restriction which must not exceed 10 years;
 - ✓ A period of 14 calendar days for the supplier to provide reasons why the restriction should not be imposed.
- b) The Accounting Officer his/her delegate:
- ✓ May regard the intended penalty as not objected to and may impose such penalty on the supplier, should the supplier fail to respond within the 14 days; and
 - ✓ Must assess the reasons provided by the supplier and take the final decision.
- c) If the penalty is imposed, the Accounting Officer must inform National Treasury of the restriction within 7 calendar days and must furnish the following information:
- ✓ The name and address of the entity/ person to be restricted;
 - ✓ The identity number of individuals and the registration number of the entity; and
 - ✓ The period of restriction.
- d) National Treasury will load the details on the Database of Prohibited Vendors.

13. CONTRACTOR'S LIABILITY

- 13.1. In the event of the contract being cancelled by the Department in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Department any losses sustained and/or additional costs or expenditures incurred as a result of such cancellation, and the Department shall have the right to recover such losses, damages or additional costs by means of set-off from monies due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Department may suffer or may have suffered.
- 13.2. The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

14. DEPARTMENTAL PROPERTY IN POSSESSION OF A CONTRACTOR

- 14.1. The Department's property supplied to a Contractor for the execution of a contract remains the property of the Department and shall at all times be available for inspection by the Department or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Department forthwith.
- 14.2. The Contractor shall be responsible at all times for any loss or damages to the Department's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Department may require.

15. RIGHTS TO PROCURE OUTSIDE THE CONTRACT

- 15.1. The Department reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of State or if the

Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.

- 15.2. No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Department or local authority.

16. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

- 16.1. The Contractor shall not, without the Department'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 Department in connection therewith, to any person other than a person employed by the Contractor 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.
- 16.2. The Contractor shall not, without the Department's prior written consent, make use of any document or information mentioned in SCC clause 21.1 except for purposes of performing the contract.
- 16.3. Any document, other than the contract itself mentioned in this document shall remain the property of the Department and shall be returned (all copies) to the Department on completion of the Contractor's performance under the contract of so required by the Department.
- 16.4. The Contractor shall permit the Department to inspect the Contractor's records relating to the performance of the Contractor and to have them audited by auditors appointed by the Department, if so required by the Department.
- 16.5. Either party shall be entitled to refer the matter for mediation before an independent and impartial person appointed by South African Institution of Civil Engineering (SAICE) Irrespective whether the mediation resolves the dispute; the parties shall bear their own costs concerning the mediation and share the costs of the mediator and related costs equally. The mediator shall agree the procedures, representation and dates for the mediation process with the parties. The mediator may meet the parties together or individually to enable a settlement. Where the parties reach settlement of the dispute or any part thereof, the mediator shall record such agreement and on signing thereof by the parties the agreement shall be final and binding. Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement by mutual consultation, or the fact that any particular evidence was given, or to any submission, statement or admission made in the course of amicable settlement by mutual consultation or mediation.

SECTION J: CONDITIONS OF BID

The bid is issued in accordance with the following subject to the provisions of the General Conditions of Contract:

- i. Section 217 of the Constitution,
- ii. The PFMA and its Regulations in general,
- iii. The Preferential Procurement Policy Framework Act (PPPFA) of 2000
- iv. National Treasury guidelines

The special terms and conditions are supplementary to that of the General Conditions of Contract. Where, however, the special terms and conditions are in conflict with the General Conditions of Contract, the Special Terms and Conditions prevail.

- (a) **Bidder/s must ensure that they are fully aware of all the conditions contained in this bid document.**
- (b) **Only bidders that fully meet the specifications and all conditions will be considered.**

1. ACCEPTANCE OF A BID

- 1.1. The Department of Health Bid Adjudication Committee is under no obligation to accept any bid.
- 1.2. The financial standing of a bidder and its ability to supply goods or render services may be examined before the bid is considered for acceptance.

2. CERTIFICATE OF COMPLIANCE

- 2.1. If the bidder submits offers for items that make reference to South African National Standards (SANS) or South African Bureau of Standards (SABS) specifications, a Certificate of Compliance must be submitted with the bid document at the time of closing of the bid. SABS/SANS can be contacted for testing and conformity services at Tel: 031 203 2900/ Fax: 031 203 2907. SANS, SABS, AND CKS specifications will be for the account of the prospective bidder.
- 2.2. Failure to submit the certificate, where applicable, will result in the bid being disqualified. The Department reserves its right to contact SABS/SANS/CKS for testing and conformity services.
- 2.3. The South African National Accreditation System (SANAS) is recognized by the South African Government as the single National Accreditation Body that gives formal recognition that Laboratory, Certification Bodies, Inspection Bodies, Proficiency Testing Scheme Providers and Good Laboratory Practice (GLP) test facilities are competent to carry out specific tasks. This organization can be contacted as follows: Tel: 012 3943760: Fax: 012 3940526.
- 2.4. Prior to an award of the bid being made and/or during the evaluation process, the Department of Health reserves the right to conduct inspections of the premises of the most acceptable bidder. Therefore, premises of the bidder shall be open, at reasonable hours, for inspection by a representative of the Department of Health or organization acting on its behalf.
- 2.5. Any specification/s and conformity testing will be for the account of the prospective bidder.
- 2.6. In the event of the bidder not being the actual manufacturer and will be sourcing the product(s) from the manufacturer, a letter from the manufacturer confirming firm supply arrangement(s) including lead times in this regard, must accompany the bid at closing date and time. If the bidder is the manufacturer, a letter confirming that the bidder is the manufacturer should accompany the bid at the closing date and time.

3. COMPLIANCE WITH SPECIFICATION

- 3.1. Offers must comply strictly with the specification.
- 3.2. Offers exceeding specification requirements will be deemed to comply with the specification.
- 3.3. The quality of services/ supply must not be less than what is specified.

4. EQUAL BIDS

- 4.1. If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for Preferential Points as per the Preferential Procurement Policy Framework Act and Regulations.
- 4.2. If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points, the contract must be awarded to the tenderer that scored the highest points for functionality.
- 4.3. If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

5. LATE BIDS

- 5.1. Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

6. MORE THAN ONE OFFER/ COUNTER OFFERS

- 6.1. Should the bidder make more than one offer, where applicable, against any individual item, such offer/s must be detailed in the Schedule of Additional Offer/s. The Department reserves its rights in and to the consideration of any additional offer/s subject to compliance with specification and the bidding conditions.
- 6.2. Bidders' attention is drawn to the fact that counter offers with regard to any of the abovementioned Special Terms and Conditions will invalidate such bids.
- 6.3. Bidders are at liberty to bid for one, a number of items, or bid for all items. If a bidder is not bidding for all the items, the appropriate price page must reflect: 'nil quote'.

7. ONLY ONE OFFER RECEIVED

- 7.1. Where only one (1) offer is received, the Department of Health will determine whether the price is fair and reasonable. Proof of reasonableness will be determined as follows:
 - (i) Comparison with prices, after discounts, to the bidder's other normal clients and the relative discount that the State enjoys;
 - (ii) Where this is not possible, profit before tax based on a full statement of relevant costs; and
 - (iii) In all cases, comparison with previous bid prices where these are available.

8. AWARD OF BID(S)

- 8.1. The Department of Health Bid Adjudication Committee reserves the right to award the bid to one or more than one bidder, provided that the respective bidders' offers comply with the specification and meets all the conditions attached to the bid. Bidders must ensure that they quote as per the price page failing which they will be disqualified.
- 8.2. Notification of the intention to award the bid shall be in the same media that the bid was advertised.
- 8.3. In terms of Practice Note Number: SCM-07 of 2006, Section 5: Appeal Procedure, 5.1 "A bidder aggrieved by a decision of the Departmental Bid Adjudication Committee or a delegate of an accounting officer may appeal to the Bid Appeals Tribunal in the prescribed manner"
- 8.4. After all appeals, should they be lodged, have been dealt with by the Bid Appeals Tribunal, the successful bidder (s) shall be notified in writing by a duly authorised official of the Department of Health, Central Supply Chain Management Unit. A formal contract will then be entered into by both parties.

9. REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)

- 9.1. A bidder submitting an offer must be registered on the Central Supplier Database. A bidder who has submitted an offer and is not registered on the Central Supplier Database will not be considered.

9.2. Each party to a joint venture/ consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

NB.: IF A BIDDER IS FOUND TO BE EMPLOYED BY THE STATE AND IS ON THE CENTRAL SUPPLIER DATABASE, THE BIDDER WILL BE DISQUALIFIED.

10. TAX COMPLIANCE REQUIREMENTS

10.1. Bidders must ensure compliance with their tax obligations.

10.2. No award may be made to any bidder who is not tax compliant either on the Central Supplier Database or SARS eFiling system at the time of finalisation of the award of the bid. The Onus is on the bidder to ensure that their tax affairs are in order and is valid on the CSD.

11. TRUST, CONSORTIUM OR JOINT VENTURE

11.1. In terms of the Preferential Procurement Policy Framework Act and Regulations, as amended, a Trust, Consortium, or Joint Venture must submit a consolidated Status Level Verification Certificate for every separate bid.

11.2. A separate B-BBEE Certificate must be submitted by each company participating in the Trust, Consortium, or Joint Venture.

11.3. The non-submission of a proof of company ownership percentages by a Trust, Consortium, or Joint Venture will result in zero (0) preference points being allocated for evaluation purposes.

11.4. Should this bid be submitted by a Joint Venture, the Joint Venture agreement must accompany the bid document.

11.5. The Joint Venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.

11.6. The Joint Venture/Consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the Joint Venture/ Consortium, nomination of an authorised person to represent the Joint Venture or Consortium in all matters relating to this bid, and the details of the bank account for payments to be affected.

11.7. No award will be made to a Trust/ Joint Venture/ Consortium that is not tax compliant at the finalisation of the award.

11.8. For verification purposes, each party must submit separate proof of TCS/ PIN / CSD number.

12. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

12.1. The validity (binding) period for the bid will be **84 days** from close of bid.

12.2. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders? This request will be done before the expiry of the original validity (binding) period.

SECTION K: COMPULSORY BRIEFING SESSION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE BID.

VENUE: **TOWNHILL OFFICE PARK, BLOCK 1, 35 HYSLOP ROAD, TOWNHILL,3200**

Bid No: ZNB 5771/2023-H

Goods/ Services description: **SERVICING AND REFURBISHMENT OF SEWER WATER TREATMENT SYSTEM AT 60 FACILITIES**

THIS IS TO CERTIFY THAT (NAME).....

ON BEHALF OF.....

ATTENDED THE BRIEFING SESSION HELD ON

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE GOODS/ SERVICES OR WORKS TO BE RENDERED.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE
(PRINT NAME)

DATE:

.....
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE
(PRINT NAME)

.....
DEPARTMENTAL STAMP:

DATE:

SECTION L: PRICING SCHEDULE

Name of bidder.....	Bid number: ZNB 5771/2023-H
Closing Time 11:00	Closing Date: 22 MARCH 2024

OFFER TO BE VALID FOR **84** DAYS FROM THE CLOSING DATE OF BID.

Item	Description	Unit	Quantity	Rate	Amount
	<u>Service cost</u>				
	<u>Quarterly Service Cost per year for 60 units for year 1</u>				
1	Service of sewer treatment facilities per quarter	No.	60		
2	Chlorine dosing for all facilities per quarter	kg	416		
	Quarterly Total				
	Year 1 Total service cost Including escalations	No.	4		
	<u>Quarterly Service Cost per year for 60 units for year 2</u>				
3	Service of sewer treatment facilities per quarter	No.	60		
4	Chlorine dosing for all facilities per quarter	kg	416		
	Quarterly Total				
	Year 2 Total service cost Including escalations	No.	4		
	<u>Quarterly Service Cost per year for 60 units for year 3</u>				
5	Service of sewer treatment facilities per quarter	No.	60		
6	Chlorine dosing for all facilities per quarter	kg	416		
	Quarterly Total				
	Year 3 Total service cost Including escalations	No.	4		
SUBTOTAL 1					
	<u>Sampling and Testing once per year for compliance for 60 Units</u>				
7	Sampling cost of 350 ml per quarter per facility (to be conducted during quarterly service)	No.	60		
8	Year 1	No.	4		
9	Year 2 including escalations	No.	4		
10	Year 3 including escalations	No.	4		
SUBTOTAL 2					

<u>Refurbishment Rate of sewer treatment facility components</u>					
11	Discharge Pump	Ea	Rate Only		
12	Balance Pump	Ea	Rate Only		
13	Air - Blower	Ea	Rate Only		
14	Clarifier	Ea	Rate Only		
15	Predigestion tank	Ea	Rate Only		
16	Balance tank	Ea	Rate Only		
17	Bio - Tower	Ea	Rate Only		
18	Disinfectant tank (100 L)	Ea	Rate Only		
19	Disinfectant tank (260 L)	Ea	Rate Only		
20	Disinfectant tank (500 L)	Ea	Rate Only		
21	Compression Rings	Ea	Rate Only		
22	DB Box	Ea	Rate Only		
23	Miscellaneous components	Ea	Rate Only		
24	Labour cost of site team	Ea	Rate Only		
25	Refurbishment Budget in Year 1 for an estimate of 30% of the facilities	Prov Sum	1		
26	Refurbishment Budget in Year 2 for an estimate of 20% of the facilities	Prov Sum	1		
27	Refurbishment Budget in year 3 for an estimate of 10% of the facility	Prov Sum	1		
SUBTOTAL 3					
<u>Ad-hoc Call Out Fees and Repairs</u>					
	Ad-hoc Call Out Fees Rate per facility	Ea	Rate Only		
28	Ad-hoc Call Out Fees and Repairs in Year 1 for the facilities (10%)	Prov Sum	1		
29	Ad-hoc Call Out Fees and Repairs in Year 2 for the facilities (5%)	Prov Sum	1		
30	Ad-hoc Call Out Fees and Repairs in year 3 for the facilities (10%)	Prov Sum	1		
SUBTOTAL 4					
<u>Disbursements</u>					
31	Other Specialist services	Prov Sum	1	R 200 000.00	R 200 000.00
32	Mark-up on Specialist services	%			
					R 200 000.00
<u>Travel disbursements per district (proven cost)</u>					
33	Amajuba	Prov Sum	1	R 120 000.00	R 120 000.00
34	Harry Gwala	Prov Sum	1	R 150 000.00	R 150 000.00
35	ILembe	Prov Sum	1	R 75 000.00	R 75 000.00
36	King Cetshwayo	Prov Sum	1	R 105 000.00	R 105 000.00
37	Ugu	Prov Sum	1	R 180 000.00	R 180 000.00
38	Umgungundlovu	Prov Sum	1	R 60 000.00	R 60 000.00
39	Umkhanyakude	Prov Sum	1	R 150 000.00	R 150 000.00
40	Umzinyathi	Prov Sum	1	R 660 000.00	R 660 000.00

41	Uthukela	Prov Sum	1	R 120 000.00	R 120 000.00
42	Zululand	Prov Sum	1	R 450 000.00	R 450 000.00
	Total				R 2 070 000.00
SUBTOTAL 5					
TOTAL					
	VAT	%	15%		
TOTAL CARRIED TO FORM OF OFFER					

AMOUNT IN WORDS.....

****NB****

1. The annual unit price will be the applicable (contractual) price per year per item.
2. The total bid price is the price that will be used to evaluate the bid (Adding all the Year 1, 2, and 3 Prices)
3. Bidders must bid as per the price page failing which they will be disqualified.

Required by:

KZN DEPARTMENT OF HEALTH

-At:

Delivery period (on order)

Failure to comply with the above shall invalidate the offer received.

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

.....
(Signature of Bidder) Date

.....
(Signature of Witness) Date

RATE SCHEDULE

The rates submitted in this schedule shall be the rates applicable for additional services as may be required as indicated in the specification or otherwise. The rates will be reviewed prior to contract signing by DoH to ensure market-related rates.

Item	Description	Rate
A.1	<u>Additional staff required during weekdays (hourly rate)</u>	
1	Artisans	R
2	Apprentice	R
3	Semi-skilled	R
4	Unskilled	R
A.2	<u>Additional staff required during after-hours and weekends (hourly rate)</u>	
1	Artisans	R
2	Apprentice	R
3	Semi-skilled	R
4	Unskilled	R
A.3	<u>Subsistence for additional staff (hourly rate)</u>	
1	Artisans	R
2	Apprentice	R
3	Semi-skilled	R
4	Unskilled	R
B.1	<u>Mark-up on for parts for corrective maintenance</u>	
1	Mark-up rates on parts and material supplied by the contractor (no consumables), tendered as a percentage	%
C	<u>Any other: (Specify)</u>	
		R
		R
		R
		R
		R
		R
		R

PLEASE NOTE: All travel will be compensated under point

.....
 (Signature of Bidder) Date

.....
 (Signature of Witness) Date

SECTION M: PARTICULAR SPECIFICATION

1.1. GENERAL

This Specification shall be read in conjunction with all other sections of the Specification and where there is conflict between requirements this specification shall supersede the conflicting other specification.

The Tenderer is advised to visit the site and acquaint themselves fully with the site conditions and nature and full extent of work involved prior to submitting their tender. Claims on the grounds of insufficient information in such respects or otherwise will not be entertained by the Administration.

The Department of Health reserves the right to make changes to contractual scope and order amount where equipment quoted for at time of Tender and post contract award are realised to be non-functional or out of service.

The Department of Health also reserves the right to not make award of Tender and re-advertise when necessary.

The Department of Health reserves the right to make emergency repairs to keep the equipment in operation without voiding the Contractor's Guarantee, nor relieving the Contractor of his responsibility during the guarantee period when, after proper notice, the Contractor fails to attend to such emergency repairs. All costs incurred by the Administration under these circumstances will be for the account of the Contractor.

1.2. MAINTENANCE AND SERVICING

1.2.1. Scope

The scope of contract includes for the servicing, refurbishment and ad hoc repairs for sewer water treatment plants in 10 districts at 60 facilities in the KwaZulu Natal province. The scope includes:

- The service provider will carry out all the risk and responsibility to ensure the sewer water cleaning equipment is up to standard and operating efficiently throughout the agreement.
- Under the preventative maintenance, all costs including travelling, labour, parts and consumables are included.
- Software and hardware upgrades are included
- Minimum stock holding for the parts shall be maintained at all times during the SLA period, in agreement with the parts provider
- DOH Infrastructure shall on its discretion place employees for training purposes
- The service provider shall designate qualified and certified personnel throughout the duration of the contract.
- Labour and travelling for additional technical support staff to assist designated staff (e.g. Technical Manager or other)
- Low-level cleaning.
- Updating of existing manuals and drawings.
- Submit quarterly and annual reports and service certificates.

The purpose of this project is to be implemented in a manner that limited travel is incorporated into the project (travel distance will be capped per district), with a fast response time for call-outs at facilities in 10 districts within KwaZulu Natal, excluding eThekweni district. It is recommended to implement the project through subcontractors where the main contractor at a CIDB grading of 7CE may manage the contract and subcontract the water sewer plants servicing, and refurbishment to their respective number of sub-contractors at a minimum CIDB grading of 2SO.

The appointment of subcontractors will be conducted post-award.

1.2.2. Exclusion on the service level agreement

- High-level cleaning, grass cutting, and clearing of sewers are treatment facilities are to be conducted by the institution.
- Development of new drawings as per site requirements

1.2.3. Contract

The maintenance contract that applies for work executed as part of this specification will be valid for a period of 36 months (thirty-six) from the date of contract signage.

This maintenance contract includes the service frequency of **once a quarter per facility**.

1.2.3.1. Statutory Requirements

Legislation:	All applicable Acts and Regulations pertaining to the Health Environment; OHS Act and Regulations; and All applicable Acts and Regulations for the various Professional Consultancy Services
Norms:	Infrastructure Unit Support Systems (IUSS) guidelines
Standards:	Infrastructure Unit Support Systems (IUSS) guidelines; All applicable standards, regulations, and/or specifications of the KZN Department of Health
Policies:	All applicable policies of the KZN Department of Health
Other Requirements:	Relevant SANS codes All applicable standards, regulations, and/or specifications of KZN Department of Health

1.2.3.2. Additional items on Services required from Contractor:

Extensive consultation is to take place throughout the service duration, which will include (but is not exclusive) consultation with:

- The Facility
- DOH District
- DOH Head Office
- Local authority
- Other Authorities
- Statutory bodies
- Other Departments

1.2.4. Site

The 60 facilities are located at various sites in 10 districts. The Contractor will be required to conform to such Act (*e.g. Act 53 of 1985: Control of Access to Public Premises and Vehicles*), regulations, and restrictions affecting access to and use of the site as laid down by the HOD: Health. Contractors should also note that the buildings are occupied and that permission for access should be obtained from the authoritative person on site as designated by the Department's Project Leader or the Facility Management.

Table 1: List of sewer water disposal plants in 10 districts

AA NO.	UNI - CODE	DOH SERVICE LOG - PLANT NAME	LOCATION	MODEL	DISTRICT MUNICIPALITY	SIZE
1	NAAS01	Naas Farm	Newcastle	SBC12000 BT	Amajuba	12kl
2	NELL01	Nellie's Farm	Newcastle	SBC12000 BT	Amajuba	12kl
3	CHAR06	Charlestown	Newcastle	SBC12000 BT CL	Amajuba	12kl
4	EMFU01	Emfundweni	Newcastle	SBC12000 BT CL	Amajuba	12kl
5	GREE01	Greenock	Newcastle	SBC12000 BT CL	Amajuba	12kl
6	LADY13	Ladybank	Dundee	SBC12000 BT CL	Amajuba	12kl
7	VERD01	Verdriet	Dannhauser	SBC12000 BT CL	Amajuba	12kl
8	SL00157	Groenvlei Clinic	Groenvlei	SBC12000 BT CL DIS	Amajuba	12kl
9	JOLI01	Jolivet	Highflats	SBC2000 BT	Harry Gwala	2kl
10	MNTU01	Mntungwana	Port Shepstone	SBC2000 BT	Harry Gwala	2kl
11	NOKW01	Nokweja	Highflats	SBC2000 BT	Harry Gwala	2kl
12	MQAT01	Mqatsheni	Underburg	SBC24000 BT CL	Harry Gwala	24kl
13	MAPH03	Maphumulo	Stanger	SBC12000 BT CL	iLembe	12kl
14	UMKH01	Mkhontokayise	Port Dunford	SBC12000 BT	King Cetshwayo	12kl
15	ISIB01	Isiboniso	Nongoma	SBC12000 BT	King Cetshwayo	12kl
16	UMBO02	Umbonambi	Richards Bay	SBC24000 BT CL	King Cetshwayo	24kl
17	EMPA01	Mgangeni	Nquthu	SBC6000 BT CL	King Cetshwayo	6kl
18	KWAM03	Kwambizwa	Harding	SBC6000 BT CL	King Cetshwayo	6kl
19	PISG01	Pisgah	Harding	SBC12000 BT CL	Ugu	12kl
20	KHAY01	Khayelihle	Hibberdene	SBC2000 BT	Ugu	2kl
21	MURC01	Murchison	Port Shepstone	SBC6000 BT	Ugu	6kl
22	XHAM01	Xhamini	Port Shepstone	SBC6000 BT	Ugu	6kl
23	BRAE01	Braemar	Port Edward	SBC6000 BT CL	Ugu	6kl
24		Kwamashumi	Highflat	SBC6000 BT CL	Ugu	6kl
25		Kwambotho	Harding	SBC6000 BT CL	Ugu	6kl
26	MORR01	Morrison's Post	Port Shepstone	SBC2000 BT	Ugu	2kl
27	EZIM03	Ezimwini	Umbumbulu	SBC12000 BT CL	Umgungundlovu	12kl
28	NGUB01	Ngubeni (Sondelani)	Pietermaritzburg	SBC12000 FK CL	Umgungundlovu	12kl
29	MAHL03	Mahlutshini	Jozini	SBC6000 BT CL	Umgungundlovu	6kl
30	SOMK01	Somkhele	Mtubatuba	SBC12000 BT CL	Umkhanyakude	12kl
31	OPHA01	Ophansi	Jozini	SBC24000 BT CL	Umkhanyakude	24kl
32	MBOZ01	Mboza	Pass Jozini	SBC6000 BT CL	Umkhanyakude	6kl
33	NDUM01	Ndumo	Vryheid	SBC6000 BT CL	Umkhanyakude	6kl
34	NGUB02	Ngubevu	Dundee	SBC12000 BT	Umzinyathi	12kl
35	NKAN01	Nkande	Nquthu	SBC12000 BT	Umzinyathi	12kl
36	ISAN01	Isandlwana	Umzinyathi	SBC12000 BT CL	Umzinyathi	12kl

37	KWAS04	KwaSenge	Tugela Ferry	SBC12000 BT CL	Umzinyathi	12kl
38	MHLA01	Mhlangana	Tugela Ferry	SBC12000 BT CL	Umzinyathi	12kl
39	MKHO01	Mkhonjane	Nquthu	SBC12000 BT CL	Umzinyathi	12kl
40		Mkhuphula	Tugela Ferry	SBC12000 BT CL	Umzinyathi	12kl
41		Msizini	Tugela Ferry	SBC12000 BT CL	Umzinyathi	12kl
42		Ngabayena	Tugela Ferry	SBC12000 BT CL	Umzinyathi	12kl
43	NTEM01	Ntembisweni	Greytown	SBC12000 BT CL	Umzinyathi	12kl
44	WASB01	Wasbank	Dannhauser	SBC12000 BT CL	Umzinyathi	12kl
45	MHLU02	Mhlungwane	Port Shepstone	SBC24000 BT CL	Umzinyathi	24kl
46	NTIN01	Ntinini	Kranskop	SBC6000 BT CL	Umzinyathi	6kl
47	SIBU01	Sibuyane	Ladysmith	SBC6000 BT CL	Umzinyathi	6kl
48	LIME01	Limehill	Ladysmith	SBC12000 BT	Uthukela	12kl
49	DRIE01	Driefontein	Ladysmith	SBC12000 BT CL	Uthukela	12kl
50	EZAK01	St Chads	Ladysmith	SBC36000 BT CL	Uthukela	36kl
51	NCIB01	Ncibidwane	Estcourt	SBC6000 BT	Uthukela	6kl
52	KLEI01	Kleinfontein	Ladysmith	SBC12000 BT CL	Uthukela	12kl
53	CORN01	Cornfields	Winterton	SBC6000 BT CL	Uthukela	6kl
54	SGWE01	Sigweje	Ezihlabathini	SBC6000 BT CL	Uthukela	6kl
55	SILO01	Siloah	Nongoma	SBC100000 BT CL	Zululand	100kl
56	OPHU01	Ophuzana	Vryheid	SBC12000 BT CL	Zululand	12kl
57	KWAS01	KwaShoba	Pongola	SBC24000 BT CL	Zululand	24kl
58	FRIE01	Friesgewacht	Verheid	SBC24000 BT CL	Zululand	24kl
59	NGQE01	Ngqeku	Nquthu	SBC6000 BT CL	Zululand	6kl
60	NDLO01	Ndlozana	Ulundi	SBC24000 BT CL	Zululand	24kl

1.2.5. Programme

The Contractor shall within 30 business days of receiving the appointment, submit to the HOD: Health his/her appointed designee a maintenance schedule which indicates when will each system or piece of existing equipment serviced and type of service to be executed per equipment. The schedule must be accompanied by a detailed conditional report based on site assessments of each facility.

This schedule shall be prepared in accordance with the frequency stated in Clause 1.2.3. Once this schedule is approved by the HOD: Health or his/her designees, the Contractor shall do the maintenance in strict accordance with this schedule. The Contractor shall not commence with the maintenance schedule unless all schedules have been approved.

The maintenance schedule will form the basis of contractual performance requirements and a binding project implementation programme.

The Maintenance Schedule shall include the Health & Safety File for the approval of HOD: Health and Health and Safety Officer or his/her appointed designee. The schedule should also include the Quality Management Plan for the proposed works.

1.2.6. Maintenance and repair instruction

The Contractor will be responsible to the HOD: Health or his/her designee and will receive written instructions for repairs and reported faulty plant operation solely from the HOD: Health or his/her designee and shall not discuss

maintenance and plant operation procedures or pass comment to occupants of the building or any other person or persons. In the case of emergency call-outs and notification of quarterly dates of service, the facility management reserves the right to directly contact the Contractor and make the necessary arrangements. All engagements should be recorded in the institution signing in book or on the service certificates.

1.2.7. Normal time and overtime

All services are to be performed during working hours being 07:30 to 16:00 Monday to Friday inclusive. No overtime will be paid for scheduled maintenance services carried out after hours.

After-hours' emergency repair work will be added to the monthly service charge as per the priced rate, including labour costs, overtime, and traveling. Should any after hours' of maintenance work be necessary due to requirements from the facility or the HOD: Health or his/her appointed designee (*i.e. areas where work is only allowed after hours*), the cost of works shall be submitted prior to the works being conducted.

1.2.8. Travel claims

Servicing and Refurbishment trips

The main Contractor will monitor and manage travel by the subcontractor. Travel will only be compensated for the allocated distances in Table 2 below per trip per facility through disbursements. Disbursements in the form of mileage shall be claimable only from the appointed office of the Service Provider. Subsistence, accommodation, and travel time shall not be claimable. The costs of travelling time and other necessary travel expenses should be accounted for in the tendered cost.

Table 2: Maximum compensatable distance per district per single trip

District	Maximum compensatable distance per district per single trip (km)
Amajuba	110
Harry Gwala	250
Ilembe	260
King Cetshwayo	220
Ugu	160
Umgungundlovu	240
Umkhanyakude	280
Umzinyathi	340
Uthukela	130
Zululand	378

Travel by the main contractor will also be compensated for travelling from the registered office address to site based on proven cost and the required frequency of travel as listed below:

1. Twice during the contract for initial assessments,
2. Once every three months for the quarterly services,
3. Once or twice for the refurbishments (this excludes travel to collect the required parts or components), and
4. As-and-when requests are issued for call-outs.

Compensation for the use of private motor transport will be in accordance with the Government tariff for the relevant engine swept volume, up to a maximum of 2150 cubic centimetres, prescribed from time to time and as set out in, Table 3 in the "Rates for Reimbursable Expenses" document by the Department of Public Works on <https://www.publicworks.gov.za/consultantsdocs.html>. Proof of visit to the site in the form of signed attendance registers will need to be attached to the travel claims for compensation.

Call out trips

Travel costs for call outs will be the same rates used for travel for servicing and refurbishments, in the form of mileage shall be claimable only from the appointed office of the Service Provider. Subsistence, accommodation and travel time shall not be claimable. The costs of travelling time and other necessary travel expenses should be accounted for in the tendered cost. Proof of visit to the site in the form of signed attendance registers, facility inspection sheets and/or job cards, clearly indicating the time of arrival and signature from facility management, will need to be attached to the travel claims for compensation.

1.2.9. Break Downs and Call-Outs

The Contractor shall have staff available on a twenty-four (24) hour cycle for the purpose of responding to break down call outs, or complaints regarding malfunctioning of any system: Breakdown, call outs and/or complaints will be reported to the contractor telephonically and shall be confirmed by the facility management, else, by email by the Department's Project Leader or his/her designee). Upon arrival of such notice, the Contractor shall immediately acknowledge receipt by telephone sms. It will be the responsibility of the Contractor to respond to call outs within twenty four (24) hours from the time of call has been logged or reported. The Contractor will repair and re-instate the system if this can be achieved with replacement parts available. A full technical report in writing shall be email to the HOD: Health or his/her designee upon completion of the repair, attached to the service certificate. For claiming purposes, the Contractor will be compensated as per their tendered call out rate per incident. No travel time will be compensated.

If the system cannot be re-instated the Contractor shall within 48-hour period, prepare and submit a written call out report with quotation of material costs involved to repair the system based on the Contractors Bid rates and mark-up and provide the proven cost plus a tendered mark-up cost to the HOD: Health or his/her designee. The quotation shall be accompanied by a detailed report of the specific problem experienced with the system. The quotation shall include the following minimum requirements:

- Itemised material costs including markup
- Any additional cost to be specified

Should it be necessary, the Department's Project Leader or his/her designee will be entitled to adjust the quotations in consultation with the contractor. Should the HOD: Health or his/her designee find that the Contractor or his employees are responsible for a breakdown of any system and/or failure of components through:

- Willful actions
- Neglect of scheduled maintenance regarding the prescribed program
- Incompetence

All costs involved in rectifying such breakdown and/or failure will be for the account of the Contractor

1.2.10. Maintenance personnel

The Contractor shall provide a fully competent team, consisting of the following:

- Mechanical/Electrical Technician with trade/ Artisan as Foreman
- Plumbing with trade / Artisan to assist the Foreman
- Professional Civil Engineer/Technologist or Professional Construction Project Manager as Contracts Manager

NOTE: The Bid Adjudication Team should confirm prior to award if the above-required personnel is competent. Post-award but prior to the signing of the contract, DOH shall review and agree to all rates in the price schedule (page 60) with the awarded tenderer to ensure that they do not exceed market-related prices. Should no agreement be reached in relation to the rates, the award shall be withdrawn.

The team members must be competent persons in terms of the Health and Occupational Safety Act 85 of 1993 and must be fully conversant and experienced with the type of plant and equipment installed and must be capable of rectifying the malfunctioning of the equipment installed, including the following:

- Service, maintain, and repair the sewer water treatment equipment as listed in Table 1 in accordance with the original equipment manufacturer's specifications and guidelines.
- Provide training (Ad-hoc and periodical), in accordance with the original manufacturer's guidelines, to the department's staff in accordance with the time-frames agreed upon by both parties.
- Corrective maintenance upon either a telephonic or a written request (either by the form of email or a text message, where applicable)
- Be able to attend to the breakdown of equipment within Twenty-Four (24) hours of such call being made.

- All electrical equipment including PLCs

The Mechanical/Electrical Technician will be responsible to the facility manager at various sites. The Mechanical/Electrical Technician shall reside within 24 hours drive to the various sites, and must be provided with a telephone to enable him to be contacted for after hour's emergency repairs. He/she shall be provided with company vehicle. Should the Mechanical/Electrical Technician fall sick or be otherwise indisposed, the HOD: Health or his/her designee is to be immediately advised and the contractor must make immediate arrangement for a replacement who will be required to be lodged in the vicinity of that specific site and be able to be contacted telephonically for after-hours emergency repairs until such time the original Mechanical/Electrical Technician returns to duty. This arrangement will also apply in the event of the Mechanical/Electrical Technician being on vacation leave.

1.2.11. Damage to the works

The Contractor shall exercise due care to avoid causing damage to the building, equipment, and works during the progress of the Contract. He/she will be held responsible for any damage caused to works by his/her negligence and shall be liable for all costs incurred in making good such damage to the satisfaction of the HOD: Health or his/her appointed designee.

1.2.12. Contractors' liability in respect of defects:

Any defects or faults that appear within six (6) months from the completion of works or part thereof and the replacement of components and parts of any installation, shall be made good by the contractor at his own cost within 7 days. The period for remedial works shall not exceed 7 days due to the nature of the sewer systems and their impact on the environment, facility, and patient health

Should the contractor fail to rectify the defects or faults referred to within 14 days, the HOD: Health or his/her designee shall, without prejudice to any other rights that he/she may be entitled to rectify such defects or faults or arrange for the rectification thereof and to recover from the contractor any damages which the user and/or HOD: Health or his/her designee may have suffered as a result of the contractor's failure to carry out the terms of the contract.

If the contractor or any person employed by the contractor should perform any action, and/or procedure, that may cause damage of whatever nature to the property of the HOD: Health of his/her designee, the contractor shall be responsible for all repair work to such damages as per Section I Clause 2.1.7. The response and negligence to respond by the Contractor to rectify any damages to the satisfaction of the HOD: Health or its representative shall be addressed as determined by this contract.

1.3. REPLACEMENT/NEW INSTALLATIONS

Tenderers are to make special note of the following:

New installations (*where applicable*) shall be in accordance with the Occupational Health and Safety Act 85/1993 and all regulations framed therein shall be carried out to the satisfaction of the Department of Health.

Competent workmen skilled in their trade shall carry out all work. Quality shall be of the best standard practice and all workmanship will be subject to the approval of the Department of Health.

The work shall at all times, for the duration of the contract, be carried out under the supervision of skilled and competent persons authorised to receive and carry out instructions on behalf of the Contractor. A sufficient number of workmen shall be employed at all times to ensure timeous implementation of works.

All apparatus, component parts, fittings, and materials employed in the execution of the Contract shall be new and unused and shall be the latest type or pattern of the particular manufacture employed. S.A.B.S. mark-bearing items shall be used wherever possible. Non-OEM parts (such as pipes, screws, bolts, etc.) that can be sourced locally shall not be charged separately and will be deemed included in the cost of repairs. This includes parts that will be utilised for corrective maintenance.

The complete installation shall be maintained for the remainder of the contract period after acceptance in writing by the Department of Health and shall allow for routine inspections not less frequently than four times a year.

The complete installation must be guaranteed against defective parts and workmanship for a period of six months (6) after the date of issue of the Completion Certificate. This period shall run concurrently with the maintenance period. Rates are to include for commissioning and testing of the complete installation and handing over in working order ready for use.

NOTE: All electrical equipment shall comply with NER Regulation of voltage.

1.4. TESTING AND COMMISSIONING

All serviced and/or repaired/replaced equipment **must be tested and proven in the presence of the Maintenance Department and Infrastructure Development** before being signed off.

1.5. EQUIPMENT LIST

1.5.1. Plant Drawings and Specifications

The drawings and specifications for the existing sewer treatment plants will be shared with the service provider upon award. The components of the different sewer plants are listed below.

Table 3: List and quantity of Sewer treatment plant components

Item	Size	Unit	Qty	Bioreactor tower	Disinfectant tank	Clarifier	Predigestion tank (5kl)	Balance tank (5 kl)	Air-blower	Discharge Pump	Balance pump	DB Box	Compression rings
SBC2000 BT	2kl	No.	5	1	1 x (100 l)				1	1	1	1	1
SBC6000 BT	6kl	No.	3	1	2 x (100 l)				1	1	1	1	2
SBC6000 BT CL	6kl	No.	13	1	2 x (100 l)	1			1	1	1	1	2
SBC12000 BT	12kl	No.	7	1	2 x (260 l)				1	1	1	1	2
SBC12000 BT CL	12kl	No.	21	1	2 x (260 l)	1			1	1	1	1	2
SBC12000 BT CL DIS	12kl	No.	1	1	3 x (260 l)	1			1	1	1	1	3
SBC12000 FK CL	12kl	No.	1	1	2 x (260 l)	1	1	1	1	1	1	1	2
SBC24000 BT CL	24kl	No.	7	1	2 x (500 l)	1			1	1	1	1	2
SBC36000 BT CL	36kl	No.	1	3	3 x (500 l)	1			3	1	3	2	3
SBC100000 BT CL	100kl	No.	1	4	4 x (500 l)	1	2	2	4	1	3	3	4

Table 4: List of sewer treatment plant capacities

Item	Size	Discharge Pump
SBC2000 BT	2kl	PLANT CAPACITY TO COPE WITH A MAXIMUM FLOW OF 2 KILOLITRES OF DOMESTIC SEWAGE EFFLUENT PER DAY WITH A RAW COD CONCENTRATION OF 600 mg/l.
SBC6000 BT	6kl	PLANT CAPACITY TO COPE WITH A MAXIMUM FLOW OF 6 KILOLITRES OF DOMESTIC SEWAGE EFFLUENT PER DAY WITH A RAW COD CONCENTRATION OF 600 mg/l.
SBC6000 BT CL	6kl	
SBC12000 BT	12kl	PLANT CAPACITY TO COPE WITH A MAXIMUM FLOW OF 12 KILOLITRES OF DOMESTIC SEWAGE EFFLUENT PER DAY WITH A RAW COD CONCENTRATION OF 600 mg/l.
SBC12000 BT CL	12kl	
SBC12000 BT CL DIS	12kl	
SBC12000 FK CL	12kl	
SBC24000 BT CL	24kl	PLANT CAPACITY TO COPE WITH A MAXIMUM FLOW OF 24 KILOLITRES OF DOMESTIC SEWAGE EFFLUENT PER DAY WITH A RAW COD CONCENTRATION OF 600 mg/l.
SBC36000 BT CL	36kl	PLANT CAPACITY TO COPE WITH A MAXIMUM FLOW OF 36 KILOLITRES OF DOMESTIC SEWAGE EFFLUENT PER DAY WITH A RAW COD CONCENTRATION OF 600 mg/l.
SBC100000 BT CL	100kl	PLANT CAPACITY TO COPE WITH A MAXIMUM FLOW OF 100 KILOLITRES OF DOMESTIC SEWAGE EFFLUENT PER DAY WITH A RAW COD CONCENTRATION OF 600 mg/l.

SERVICE CHECKLIST

SEWER TREATMENT CHECKLIST (SERVICE & REFURBISHMENT)

DISTRICT		MODEL NUMBER	
FACILITY		PLANT SIZE	
DATE			
CONTACT PERSON			
GENERAL STATUS OF PLANT		REASONS:	
Is the plant Available?	YES / NO	Replaced with new Technology	
		Never existed	
		Other	
If Yes, is the plant Operational?	YES / NO	No Electricity	
		No Water	
		Complete Dilapidated / Condemned	
		Other	
Plant Equipment	Good	Average	Replace
Reason for Replacement			
Bio Tower			
Clarifier			
Disinfection			
Transfer pump			
Discharge pump			
Blower			
D.B			
ROUTINE SERVICE RESULTS:		REASONS:	
Serviced	YES / NO		
Not serviced	YES / NO		
REFURBISHMENT RESULTS		REASONS:	
Plant is serviceable	YES / NO		
Plant serviceable but needs repairs	YES / NO		
Plant beyond repair	YES / NO		
<i>Additonal comments (if any?):</i>			
PROJECT LEADER:			
Name: _____		Date: _____	
Signature: _____			

DEPARTMENT IS ENCOURAGING ESTABLISHED ENTITIES TO CONSIDER THE FOLLOWING CRITERIA FOR LOCAL ECONOMIC TRANSFORMATION:

NO.	LEGAL PRESCRIPT	RELEVANT FINDINGS
1.	The Constitution of the Republic of South Africa, 1996. <u>S217(1)</u>	The Constitution prescribes that when all organs of state contract for goods and services , they must do so in accordance with a system that is fair, equitable, transparent, competitive, and cost-effective .
2.	The Constitution of the Republic of South Africa, 1996. <u>S217(2)</u>	This Subsection indicates that Section 217(1) does not prevent the organs of state from implementing a procurement policy providing for: Categories of preference in the allocation of contracts ; and The protection or advancement of persons, or categories of persons, disadvantaged by unfair discrimination.
3.	Preferential Procurement Regulations, 2022 in terms of Section 5 of the Preferential Procurement Policy Framework Act ("PPPFA") 2000.	<p>The PPPFA 2022 provides that: If an organ of state decides to apply pre-qualifying criteria to advance certain designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond: a cooperative with a specific goal: the company to be at least 51% owned by black people;</p> <p>An organ of state must, in the tender documents, stipulate— (a) the applicable preference point system as envisaged in regulations 4, 5, 6, or 7; (b) the specific goal in the invitation to submit the tender for which a point may be awarded, the number of points that will be awarded to each goal, and proof of the claim for such goal.</p> <p>(2) 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.</p>

SECTION N: EVALUATION CRITERIA

Evaluation will be based on the following:

- Phase 1: Minimum Compulsory Requirements
- Phase 2: Technical Evaluation
- Phase 3: Price and Preference Points

Phase 1: Minimum Compulsory Requirements

The Bidder shall complete and submit the following returnable schedules and documents:

NO.	SECTION/ SCHEDULE	COMPULSORY (YES / NO) NON-SUBMISSION WILL RENDER BIDDERS NON- RESPONSIVE	COMPULSORY (YES / NO) FOR BID EVALUATION PURPOSES	FOR OFFICIAL USE ONLY		
				YES	NO	N/A
Prospective Bidders MUST ensure that the following Sections of the bid document MUST be completed in ALL respects to qualify for the next stage of evaluation:						
1	Section A: Invitation to Bid	Yes	Yes			
2	Section B: Special Instructions	Yes	Yes			
3	Section C: Form of Offer	Yes	Yes			
4	Section D: Authority to Sign the Bid					
5	Section E: Bidders Disclosure (SBD 4)	Yes	Yes			
6	Section F: Declaration that CSD is Updated with Latest Bidder's Details	Yes	Yes			
7	Section G: Preference Points Claimed	Yes	Yes			
8	Section H: Record of Amendments to Bid Documents	Yes	Yes			
9	Section I: General Conditions of Contract	Yes	Yes			
10	Section J: Special Terms and Conditions	Yes	Yes			
11	Section K: Compulsory Briefing Session Certificate	Yes	Yes			
12	Section L: Pricing Schedule	Yes	Yes			
Prospective Bidders MUST provide the following as per the Mandatory Requirements:						
1	Proof of ownership of the bidding entity.	Yes	Yes			
2	Resolution providing Authority to sign the Bid and Contract Documents on behalf of the Bidder.	Yes	Yes			
3	A copy of the Consortium / Joint Venture / Partnership agreement.	Yes If Applicable	Yes If Applicable			
4	Certified copy of registration with CIPC must be Submitted in order to qualify for Preference Points For Companies that are at least 51% Owned by Black People.	Yes	Yes			
5	Proof of CSD/ Tax Compliance (TCS Pin/ Valid Tax Clearance certificate/ Valid certificate).	Yes	Yes			
6	Certified copy of proof that the bidder is in good standing with the Compensation Commission Commissioner	Yes	Yes			
7	Qualifications, professional registrations & CVs – documentation to illustrate skills & qualification and experience of the Mechanical/Electrical Technician with trade/ Artisan as Foreman, Plumber with trade / Artisan, and Professional Civil Engineer/Technologist or Professional Construction project Manager as Contracts Manager.	Yes	Yes			

Phase 2: Technical Evaluation

Bidders shall be evaluated on their execution plan and best practice approach (safety plan).

Phase 3: Price and Preference Points

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

Points for this bid shall be awarded for:

- a.) Price; and
- b.) Specific Goals - Companies who are at least 51% Owned by Black People

The maximum points for this bid are allocated as follows:

CATEGORY	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and must not exceed	100

TECHNICAL EVALUATION CRITERIA

The Technical evaluation can be seen below. A minimum threshold of 70% must be obtained in this section for the bidder to be deemed responsive. The weighting for Functionality at a total of 100% is as follows:

Evaluation Criteria		Deliverables	Points	Sub-Points		Sub-Criteria
1.	Competency, Experience, and Resource Capacity	Tenderer to demonstrate their technical competency, human resource capacity, and relevant project experience. Letters of award to be attached and practical completion certificate for completed projects in the preceding 5-year	40 Points	40	Sub-points	Proof of experience on 4 or more projects of CIDB grading values of 6CE and over, scope (water and/or wastewater storage or treatment systems projects) – letters of award and practical completion certificates to be attached for projects completed in the preceding 5 years. 10 points will be awarded for each project.
				20	Sub-points	Proof of experience on 4 or more projects of CIDB grading values of 5CE and over, scope (water and/or wastewater storage or treatment systems projects) – letters of award and practical completion certificates to be attached for projects completed in the preceding 5 years 5 points will be awarded for each project.
				12	Sub-points	Proof of experience on 4 or more projects of CIDB grading values of 4CE and over, scope (water and/or wastewater storage or treatment systems projects) – letters of award and practical completion certificates to be attached for projects completed in the preceding 5 years 3 points will be awarded for each project.
				0	Sub-points	No relevant experience in projects of similar value and duration in the preceding 5 years or requested documents not provided
2 to	Tenderer's Project Experience of Resources Proposed for the Project	Tenderer to submit detailed curriculum vitae that demonstrates extensive experience for each of the stated resources	30 Points	30	Sub-points	The key project resources to have seven (7) years or more years total work experience in civil engineering, including plumbing projects . The key resources are as follows: <ul style="list-style-type: none"> • 10 points for Mechanical/Electrical Technician with trade/ Artisan as Foreman (proof of trade certificate is compulsory to obtain full points). • 10 points for Plumbing with trade / Artisan to assist the Foreman (proof of trade certificate is compulsory to obtain full points). • 10 points for Professional Civil Engineer/Technologist or Professional Construction Project Manager as Contracts Manager (proof of professional registration with ECSA (Engineering Council of South Africa) or SACPCMP (South African Council for Project and Construction Manager Profesisons) and qualifications are compulsory to obtain full points)
				15	Sub-points	The key project resources to have six (6) years and more years total work experience in civil engineering, includngt plumbing projects . The key resources are as follows: <ul style="list-style-type: none"> • 5 points for Mechanical/Electrical Technician with trade/ Artisan as Foreman (proof of trade certificate is compulsory to obtain full points). • 5 points for Plumbing with trade / Artisan to assist the Foreman (proof of trade certificate is compulsory to obtain full points). • 5 points for Professional Civil Engineer/Technologist or Professional Construction Project Manager as Contracts Manager (proof of professional registration with ECSA (Engineering Council of South Africa) or SACPCMP (South African Council for Project and Construction Manager Profesisons) and qualifications are compulsory to obtain full points)

				9	Sub-points	<p>The key project resources to have five (5) years and more years total work experience (post trade certificate and professional registration date) in civil engineering, including plumbing projects.</p> <p>The key resources are to include but not limited to:</p> <ul style="list-style-type: none"> • 3 points for Mechanical/Electrical Technician with trade/ Artisan as Foreman (proof of trade certificate is compulsory to obtain full points). • 3 points for Plumbing with trade / Artisan to assist the Foreman (proof of trade certificate is compulsory to obtain full points). • 3 points for Professional Civil Engineer/Technologist or Professional Construction Project Manager as Contracts Manager (proof of professional registration with ECSA (Engineering Council of South Africa) or SACPCMP (South African Council for Project and Construction Manager Profesisons) and qualifications are compulsory to obtain full points)
				0	Sub-points	No submission provided or submission does not comply with the conditions stated.
3	Cashflow and Programme of Works	Proposed project cashflow and Programme of works	30 Points	30	Sub-points	<p>15 points for Submission of a detailed quarterly cash flow breakdown (relevant civil engineering, including plumbing projects)</p> <p>and</p> <p>15 points for Working programme detailing the sequence of work and indicating servicing and refurbishment milestones and the project duration of no more than 3 years.</p>
				0	Sub-points	<p>No submission of a detailed cash flow breakdown (relevant civil engineering, including plumbing projects)</p> <p>and</p> <p>No submission of a working programme detailing the sequence of work and indicating servicing and refurbishment milestones and the project duration of nor more than 3 years, and/or the submission lacks detail or is not viable for the project.</p>

Failure on the part of a bidder to submit proof of company registration documents for the specific goals for preferential points together with the bid will be interpreted to mean that preference points for specific goals are not claimed.

The department 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 department.