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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF WATER AND SANITATION BERGVILLE OFFICE					
BID NUMBER:	WTE 2007 ES	CLOSING DATE:	23 SEPTEMBER 2024	CLOSING TIME:	11H00
DESCRIPTION	ON SITE SERVICING OF FIRE EQUIPMENT AT TUGELA VAAL AREA OFFICE				
RESPONSE DOCUMENTS ARE TO BE DEPOSITED INTO A TENDER BOX SITUATED AT:					
Department of Water and Sanitation - Bergville No1 Kiepersol Avenue Jagersrust 3354					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms S.O Magubane		CONTACT PERSON	Ms N.G Mtungwa	
TELEPHONE NUMBER	036 438 8307 / 083 648 0422		TELEPHONE NUMBER	036 438 6211 / 083 254 7286	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	magubanes@dws.gov.za		E-MAIL ADDRESS	mtungwan@dws.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES ☐ NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....



**DEPARTMENT OF WATER AND SANITATION
REPUBLIC OF SOUTH AFRICA**

DUE AT 11:00 ON

(23 SEPTEMBER 2024)

BID WTE 2007 ES

ON SITE SERVICING OF FIRE EQUIPMENT AT TUGELA VAAL AREA OFFICE

SUBMIT BID DOCUMENTS TO:

THE BID BOX AT THE SAFETY AND SECURITY OFFICE:

N01 Kiepersol Avenue
Jagersrust Bergville 3354

BIDDER: (Company address and stamp)

COMPILED BY: (WRIOM Eastern Operations -Tugela Vaal)

DEPARTMENT OF WATER AND SANITATION

BID WTE 2007 ES

ON SITE SERVICING OF FIRE EQUIPMENT - TUGELA VAAL AREA OFFICE

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DEPARTMENT OF WATER AND SANITATION

BID WTE 2007 ES

ON SITE SERVICING OF FIRE EQUIPMENT - TUGELA VAAL AREA OFFICE

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DEPARTMENT OF WATER AND SANITATION

BID WTE 2007 ES

ON SITE SERVICING OF FIRE EQUIPMENT - TUGELA VAAL AREA OFFICE

1. INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

1. ISSUING OF DOCUMENTS

- (a) A complete sets of bid documents are issued to a prospective Bidder.
- (b) Bidders must satisfy themselves that the document is complete and conform to the index of this document. Should any figures or writing be indistinct or should any pages be missing from this document or should this document or the drawing(s) contain any obvious errors, the Bidders must immediately notify the Department in order to have any discrepancy rectified or clarified before submitting his bid. Such clarification will be valid only if made by the Department by means of formal amendment as described hereunder prior to the date of submission of bids. The Department may issue amendments to clarify or modify the Bid Documents. A copy of each amendment will be issued to each bidder and shall be acknowledged on the form issued with the amendments. No claim whatsoever will be entertained for faults in the bid price resulting from the above-mentioned discrepancies.
- (c) No alterations, omissions or additions shall be made to this document, but should it be deemed necessary to do so, the Bidder is at liberty to qualify his bid.
- (d) All Bidders shall be deemed to have waived, renounced and abandoned any conditions printed or written upon any stationery used by them for the purpose of or in connection with the submission of bids which are in conflict with the conditions laid down in this document.
- (e) Each page of the completed document that will be submitted should be initialled by the Bidder at the bottom of the page.

2. QUERIES WITH RESPECT TO THIS BID

Queries of a specific technical nature may be discussed personally or telephonically with **Ms SO Magubane on 083 648 0422** or may be directed in writing to: The Area Manager : WRIOM: Eastern Operations DEPARTMENT OF WATER AND SANITATION, Private Bag x 1652 , Bergville 3354

3. COMPLETION OF BIDS

- (a) The bid must be signed on the Invitation to Bid form (SBD 1) annexed hereto with all blanks in the bid and the appendix filled in.
- (b) All spaces in the bid forms and other annexures shall be completed in full.
- (c) **SBD 3.1 in the bid document and the Pricing Schedule must be fully completed and priced out by the bidder. Failure to do so will deem your bid invalid.**
- (d) The bid documents shall not be separated in any way nor must any pages be detached from the original documents.

4. SUBMISSION OF BIDS

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

- (a) The original Bid, together with a covering letter and supporting documents, shall be sealed in an envelope endorsed:

BID WTE 2007 ES

ON SITE SERVICING OF FIRE EQUIPMENT - TUGELA VAAL AREA OFFICE

- (b) Bids sealed and endorsed as above must be deposited in the bid box at the entrance of Safety and security Building No1 kiepersol avenue, Jagersrust, Bergville 3354 and not later than 11:00 on the date stipulated on the front cover of this document.

5. SIGNATURE ON BIDS

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

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

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

- (a) The original or a notarial certified copy of the original document under which such joint venture was constituted which must define precisely inter alia the conditions under which the joint venture will function, its period of duration and the participation of the several constituent persons and/or companies and/or firms.
- (b) A certificate signed by or on behalf of each participating person and/or company and/or firm authorising the person who signed the bid to do so.

6. GENERAL CONDITIONS OF CONTRACT

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

7. FORM SBD 1

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

8. PREFERENCE POINT SYSTEM

Bidder desirous of claiming preference must fully complete and sign the Preference Certificate, Form SBD 6.1 or **no preference will be allowed**. A copy of your company registration forms must be submitted with the bid document.

NOTICE TO ALL POTENTIAL BIDDERS

PLEASE NOTE THAT PREFERENCE POINTS CLAIMED IN THE STANDARD BIDDING DOCUMENT PROVIDED WILL BE AUDITED BY AN INDEPENDENT PROFESSIONAL SERVICE PROVIDER. SUPPLIERS THAT PROVIDE INCORRECT OR FALSE INFORMATION REGARDING THE OWNERSHIP OF THEIR COMPANY, RUNS THE RISK OF BEING PROSECUTED WITH THE POSSIBLE RESTRICTION FROM PARTICIPATING IN CONTRACT WITH ANY DEPARTMENT IN THE SPHERE OF GOVERNMENT. PARTICULAR ATTENTION SHOULD BE GIVEN TO THE CONTENT OF SBD 6.1, PARAGRAPH 8.10.

9. BIDDERS TO COMPLY WITH DOCUMENTS

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

10. TELEGRAPHIC BIDS

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

11. THE DEPARTMENTS RIGHT TO DECLINE ANY BID

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

12. DEPARTMENT NOT LIABLE FOR BIDDER'S EXPENSES

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

13. PAYMENTS UNDER THE CONTRACT

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

The evaluation committee will be following a phased approach during evaluation

Phase 1

Administrative Compliance

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

- a) Tax Compliant with SARS. To be verified through Central Supplier Database on the day of evaluation. Bidders must attach proof of Tax Compliant from SARS
- b) Completion, signing and submission of standard bidding document (SBD 1, SBD 3.1, SBD 4 & SBD 6.1)
- c) Submit Active registration with CIPC/ CIPRO.
- d) Indicate with an X comply or not comply with the required specifications.

COMPLY

NOT COMPLY

Phase 2 -Technical Compliance (Omission to comply the bidder will be disqualification)

Mandatory compliance

- a) Completion of pricing schedule (SBD 3.1)

Bids must be in response to the attached specification COMPLY /DO NOT COMPLY

- b) SAQCC certificate (Attach certificate)
- c) SANS 1475 Permit (Attach Permit)

Phase 3

Evaluation of price and preference points claimed as set out in SBD 6.1

Evaluation on special goals set as follows

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

Bidders should note that, points may be claimed for B-BBEE in terms of the preferential procurement Regulation, 2017. Such claim should be accompanied by either an **Original SANAS** accredited certificate or a **certified copy** of such a certificate to qualify for the points, affidavit will be accepted.

14. REJECTION OF BID

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

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

15. RESULTS OF BIDS

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

16. EVALUATION CRITERIA

Bids will be evaluated in accordance with the new preferential procurement regulation , 2022 , using 80/20 preference point system as prescribed in the PPPFA Act of 2000. The lowest acceptable bid will score special goals as follows:
Women = 5 points, Disability = 5 points, Youth = 5 points, Location of enterprise (local equals province) = 2 points, B – BBEE status level contribution from level 1 – 2 which are QSE and EME = 3 Points

Bids will be evaluated on three phases : namely : Administrative compliance , Technical compliance and Preference points claimed

DEPARTMENT OF WATER AND SANITATION

BID WTE 2007 ES

ON SITE SERVICING OF FIRE EQUIPMENT - TUGELA VAAL AREA OFFICE

SECTION 2: SPECIFICATIONS

CONTENTS

1. SPECIFICATION

SPECIFICATIONS

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

No.	ITEM DESCRIPTION	UNIT OF MEASURE	QTY.	COMPLIANT	NON - COMPLIANT
1	Servicing of ABC Dry Powder Extinguisher 9kg	Each	65		
2	Servicing of ABC Dry Powder Extinguisher 4.5kg	Each	70		
3	Servicing of ABC Dry Powder Extinguisher 2.5kg	Each	03		
4	Servicing of ABC Dry Powder Extinguisher 1kg	Each	03		
5	Servicing of Co2 Extinguisher 5kg	Each	30		
6	Servicing of Fire Hydrants	Each	06		
7	Servicing of Fire hose reels	Each	04		
8	Servicing of CO2 Fire Extinguisher 2kg	Each	22		

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

BIDDER'S SIGNATURE

DEPARTMENT OF WATER AND SANITATION

BID WTE 2007 ES

ON SITE SERVICING OF FIRE EQUIPMENT - TUGELA VAAL AREA OFFICE

SECTION 3: SBD 3.1 – PRICING SCHEDULE

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PREAMBLE TO THE SBD 3.1 – PRICING SCHEDULE

SBD 3.1 – PRICING SCHEDULE

PREAMBLE TO THE SBD 3.1 – PRICING SCHEDULE

4. GENERAL

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

*

2. QUANTITIES REFLECTED IN THE PRICING SCHEDULE

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

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

3. PRICING OF THE SCHEDULE

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

4. CORRECTION OF ENTRIES

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

*

**PRICING SCHEDULE
(Firm Prices)**

PRICING SCHEULE FOR BID WTE 2007 ES

ON SITE SERVICING OF FIRE EQUIPMENT - TUGELA VAAL AREA OFFICE

THIS PRICING SCHEDULE MUST BE COMPETED IN FULL – FAILURE TO COMPLY WILL
INVALIDATE YOUR BID

All prices must include labour, etc.

CLOSING TIME 11:00 ON: **23 SEPTEMBER 2024**

BID NO.: **WTE 2007 ES**

NAME OF BIDDER:

OFFER TO BE VALID FOR 90 DAYS FROM CLOSING DATE OF BID

ITEM	DESCRIPTION	QTY	UNIT OF MEASURE	RATE IN RAND	TOTAL PRICE
ON SITE SERVICING OF FIRE EQUIPMENT - TUGELA VAAL AREA OFFICE					
1	Servicing of ABC Dry Powder Extinguisher 9kg	65	Each	R.....	R.....
2	Servicing of ABC Dry Powder Extinguisher 4.5kg	70	Each	R.....	R.....
3	Servicing of ABC Dry Powder Extinguisher	03	Each	R.....	R.....
4	Servicing of ABC Dry Powder Extinguisher 1kg	03	Each	R.....	R.....
5	Servicing of Co2 Extinguisher 5kg	30	Each	R.....	R.....
6	Servicing of Fire Hydrants	06	Each	R.....	R.....
7	Servicing of Fire hose reels	04	Each	R.....	R.....
8	Servicing of CO2 Fire Extinguisher 2kg	22	Each	R.....	R.....

ITEM	DESCRIPTION	QTY	UNIT OF MEASURE	RATE IN RAND	TOTAL PRICE
9			Each		
			SUB TOTAL	R.....	R.....
			VAT @ 15%	R.....	R.....
			TOTAL BID PRICE	R.....	R.....

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

- Country of origin:
- Delivery basis.
(See note hereunder)

To Site

- **Period required for delivery after receipt of order:**

- Delivery period:

***FIRM / NOT FIRM**

- Is the price firm?

***FIRM / NOT FIRM**

- Is the offer strictly to specification?

***YES / NO**

- If not to specification, state deviation(s)

Pricing schedule: Purchases (firm prices)



SERVICING OF FIRE PROTECTION EQUIPMENT SPECIFICATION

Portable rechargeable fire extinguishers

General

The recommended period between successive inspection and servicing visits should not exceed one year (12 months).

All work to be carried out in accordance with SANS 1475-1:2010. Extracts from SANS 1475-1 follow below and is the minimum requirement for the maintenance and testing of the systems.

SANS 1475-1:2010 (EXTRACTS)

1. Re-usable powder

If, during maintenance, powder is removed for the effective inspection and control of a cylinder, the powder may be re-used, subject to the following:

- a) the powder shall be sieved and if it is determined, during sieving, that the powder is free from lumps and foreign material, the powder may be re-used; or
- b) if not (see (a) above), it shall be discarded

2. Topping-up of extinguishing medium

- a) If during maintenance, an extinguisher proves to be undercharged or overcharged, and the difference does not exceed 5 % of the marked charge, the extinguisher may be serviced without readjustment of the medium.
- b) If the undercharge exceeds 5 %, the extinguisher shall be treated as follows:

- powder, CO₂ and foam extinguishers shall not be topped up but shall be emptied and fully recharged; and other extinguishers may be topped up.
- If the overcharge exceeds 5 %, the extinguisher shall be opened and the charge shall be adjusted to fall within the specified limits.

3. Dry-powder extinguishers

When any dry-powder extinguisher is opened for inspection and servicing, ensure that the following precautions are observed:

- a) in order to minimize the effect of atmospheric moisture on the powder, open the extinguisher in a clean, dry workplace only and for the minimum time necessary for examination; and
- b) ensure that the powder that is removed from the extinguisher and which has to be saved during servicing, is stored in properly cleaned, dry storage receptacles.

4. Stored-pressure dry-powder extinguishers

- a) If the powder is free from lumps, cakes and foreign matter, it may be saved for re-use; otherwise discard it and replace it with a completely new charge.
- b) Under no circumstances may lumps or foreign material be removed (for example, by screening) and the remaining portion returned to a fire extinguisher.

c) Internal cartridge-operated extinguishers

Extinguishers of this type shall be replaced with an acceptable type extinguisher.

Rejection of the cylinder

Condemn any extinguisher cylinder that

- a) has been repaired by means of soldering, brazing, welding or the use of patching components,
- b) has damaged screw threads,
- c) exhibits excessive corrosion, damage, or mechanical markings on the body other than authorized markings applied in terms of the applicable manufacturer's specification,
- d) has been burnt in a fire,
- e) is of stainless steel and has been in use with a calcium chloride type of extinguishing medium (water and powder with a high chloride content are not compatible with certain types of stainless steel),
- f) is constructed of copper or brass joined by soft solder or by riveting or that is manufactured from a non-metallic material (The reliability and safety of such extinguishers cannot be determined by standard pressure testing.), or
- g) is unable to be maintained in compliance with the requirements of the original manufacturer.

Marking

1. Service labels

When all the relevant inspection and service procedures have been completed, record legibly and indelibly and on an acceptable, waterproof, adhesive label that is firmly fixed to the extinguisher, the following information:

- a) name, physical address and contact number of the reconditioning organization;
- b) registration number of the registered competent person;
- c) date of service;
- d) next service due date; and
- e) actual mass.

2. Pressure test labels

Record legibly and indelibly on a separate, acceptable, waterproof, adhesive label that is firmly fixed to the extinguisher, the following information:

- a) name, and contact number of the reconditioning organization;
- b) registration number of the registered competent person;
- c) date of pressure test; and
- d) test pressure in kilopascals

RECOMMENDED CHECK LIST

The following check lists are given as a general guide to be followed during the reconditioning of fire extinguishers.

Table B.1 covers the mechanical details and table B.2 covers expellants and other general details.

However, additional requirements may be applied as deemed fit by a registered competent person.

TABLE B1 - ITEM CHECK AND CORRECTIVE ACTION — MECHANICAL DETAILS

Item no.	Item check	Corrective action	Done or N/A
1	Cylinder -Hydrostatic pressure test date, or date manufacture -Corrosion -Mechanical damage (denting or abrasion) -Paint condition -Presence of repairs (welding, soldering, brazing, etc.) -Damaged threads (corroded, cross-threaded or worn) -Broken hanger attachment or broken carrying handle lug -Sealing surface damage (nicks or corrosion)	Retest if necessary Hydrostatic pressure test and refinish; or discard Hydrostatic pressure test and refinish; or discard Refinish Condemn Condemn Condemn, or consult manufacturer Clean, repair and test for leakage; or discard	
2	Instruction label -Illegible wording	Clean; or replace	
3	Nozzle or horn -Deformed, damaged or cracked -Blocked openings -Damaged threads (corroded, cross-threaded or worn) -Aged (brittle)	Replace Clean Replace Replace	
4	Hose assembly -Damaged (cut, cracked or worn) -Damaged couplings or swivel joint (cracked or - corroded) -Damaged threads (corroded, cross-threaded or worn) -Inner tube out at couplings -If not electrically non-conductive between couplings (Co2 hose only)	Replace Replace Replace Repair or replace Replace	
5	Safety device -Damaged (bent, corroded or binding) -Missing	Repair and lubricate; or replace Replace	

6	Pressure indicating device -Immovable, jammed or missing pointer -Missing, deformed or broken lens -Illegible or faded dial -Corrosion -Dented case or lens retainer -Immovable or corroded pressure-indicating stem (non-gauge type)	Depressurize, and replace gauge Depressurize, and replace gauge Depressurize, and replace gauge Depressurize and check calibration Depressurize and check calibration; or replace gauge Replace head assembly, depressurize and replace cylinder or entire extinguisher	
7	Cylinder valve assembly -Corroded, damaged or jammed lever, handle, spring, stem, or fastener joint. -Damaged outlet threads (corroded, cross-threaded or worn)	Check freedom of movement, and repair; or replace Replace	
8	Nozzle shut-off valve -Corroded, damaged, jammed or binding lever, spring, stem, or fastener joint -Plugged, deformed or corroded nozzle	Repair and lubricate; or replace Clean; or replace	
9	Actuating mechanism -Damaged, jammed or binding lever, stem, or fastener joint -Dull or damaged cutting or puncture pin -Damaged threads (corroded, cross-threaded or worn)	Replace Replace Replace	
10	Gas cartridge (external type only) -Corrosion -Damaged seal disc (injured, cut or corroded) -Damaged threads (corroded, cross-threaded or worn) -Illegible or incorrect mass markings	Replace (destroy old cartridge in a safe manner) Replace Replace Replace	
11	Gas cylinders -Hydrostatic pressure test date, or date of manufacture -Corrosion -Paint condition -Presence of repairs (welding, soldering, brazing, etc.) -Damaged threads (corroded, cross-threaded or worn)	Retest if needed Hydrostatic pressure test and refinish; or discard Refinish Condemn; or consult manufacturer Condemn; or consult	

		manufacturer	
12	Operating head assembly -Corroded, cracked or broken -Damaged threads (corroded, cross-threaded or worn)	Replace Clean, repair and test for leakage; or replace Clean	
13	Carrying handle -Broken handle lug Broken handle -Corroded, jammed or worn fastener joint	Discard shell or valve; or consult manufacturer Replace; or consult manufacturer Clean and replace	
14	Safety seals or tamper indicator -Broken or missing	Replace	
15	Pressurizing valve -Leaking seals	Depressurize, and replace valve or core	
16	Gasket, O-ring and seals -Damaged (cut, cracked or worn) -Missing	Replace and lubricate Replace and lubricate	
17	Brackets -Corroded, worn or bent Loose and binding -Worn, loose, corroded or missing screw or bolt Worn bumper, webbing or grommet	Repair and refinish; or replace Adjust; or replace Tighten or replace Replace	
18	Siphon tube -Corroded, dented, cracked or broken Blocked tube or blocked tube openings	Clean; or replace	
19	Safety relief device -Corroded or damaged -Broken, operated or plugged	Depressurize and replace; or consult manufacturer Depressurize and replace; or repair	

TABLE B.2 - INSPECTION AND CORRECTIVE ACTION — EXPELLANTS AND GENERAL DETAILS

Item No.	Item Check	Corrective action	Done or N/A
	Self-expelling types		
1	Carbon dioxide type -Incorrect mass -Broken or missing safety seal	Recharge to proper mass Test for leakage, determine mass, recharge, and replace safety seal	
	Gas cartridge or gas cylinder types		
2	Dry chemical powder types -Incorrect mass or charge level -Agent condition (contamination, caking or wrong agent) Gas cartridge (external type only) a) punctured seal disc b) incorrect mass c) broken or missing safety seal Gas cylinder with gauge a) low pressure b) broken or missing safety seal Gas cylinder without gauge a) low pressure (attach gauge and measure pressure) b) broken or missing safety seal	Empty and recharge to correct mass Empty and recharge Replace cartridge Replace cartridge Examine seal disc, replace safety seal Replace cylinder Test for leakage, replace safety seal Test for leakage; if normal, repair safety seal, if low, replace cylinder Measure pressure, test for leakage, replace safety seal	
	Stored-pressure types		
3	Dry chemical powder, refillable -Incorrect extinguisher mass -Incorrect gauge pressure -Broken or missing safety seal -Agent condition	Empty and recharge to correct mass with correct powder Check gauge, repressurize, test for leakage Replace safety seal, test for leakage Replace with correct agent	
4	Halon type -Broken or missing safety seal -Incorrect gauge pressure -Incorrect mass	Weigh, test for leakage, replace safety seal Check gauge, repressurize, test for leakage Test for leakage, recharge to correct mass	
	Self-expelling types		
5	Foam type		

	-Incorrect fill level (by mass or observation) -Agent condition (presence of sediment or other foreign matter) - Incorrect gauge pressure -Broken or missing safety seal	Empty and recharge Empty and recharge Check gauge, repressurize, test for leakage Replace safety seal, test for leakage	
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PROCEDURES FOR MAINTENANCE

The maintenance procedures to be carried out by the registered competent person or overhaul centre:

Type A; stored-pressure: water, water based, foam, powder, and halon

Type B; stored-pressure primary sealed: powder and halon

Type C; external cartridge operated: water, water based, and foam

Type D; external cartridge operated: powder

Type E; carbon dioxide

Table C.1 — Detailed maintenance procedures

Examination		Type of extinguisher					Maintenance details
		A	B	C	D	E	
1	Check the safety device and any other indicating devices	X	X	X	X	X	Check the safety device and any other indicating devices to determine whether the portable fire extinguisher may have been operated.
2	Verify and check pressure indicating devices	X	X				Where a pressure-indicating device is fitted, check it and if it is not operating freely or if the indicated pressure is outside the specified limits, refer to the manufacturers' instructions for appropriate action. Where a pressure-indicating device is not fitted, use the connection provided for the purpose to verify that the internal pressure is correct. If it is not correct refer to the manufacturers'
3	Examine the portable fire extinguisher externally	X	X	X	X	X	Inspect for corrosion, dents, gouges, or damage that could impair the safe operation of the portable fire extinguisher. If not correct, refer to manufacturers' instructions or annex B for appropriate action.
4	Weigh the portable fire extinguisher	X	X	X	X	X	Weigh the portable fire extinguisher, according to the manufacturers' instructions, and check the total mass against that recorded when last serviced. In the event of a loss of charge of more than 5 %, top up or recharge fully as applicable.
5	Check the condition of the discharge hose and nozzle	X	X	X	X	X	Check discharge hoses and nozzles for condition and fitness for use and ensure that the nozzle or hose or both, are unobstructed and not cracked, worn, or damaged. Clean or renew if necessary.

6	Check the discharge hose for any leakage					X	Bump the operating handle to cause a short discharge and leak test.
7	Check the operating instructions	X	X	X	X	X	Check operating instructions for correctness and readability. Renew if necessary.
8	Open the portable fire extinguisher			X	X		Open the portable fire extinguisher by unscrewing the top cap and remove the external gas cartridge.
9	WATER, WATER BASED, AND FOAM Empty the portable fire extinguisher			X			Pour the original medium into a clean receptacle and check it according to the manufacturers' instructions if being reused. Where the additive is in a separate container, remove this container and check it for leakage and corrosion. Renew if necessary.
10	POWDER Examine the powder of the portable powder extinguisher				X		Examine the powder in the portable fire extinguisher to check that there are no visual signs of caking, lumps, or foreign bodies. Agitate the powder by inverting and shaking the portable fire extinguisher taking care to avoid spillage. If there is any evidence of caking, lumps, or foreign bodies, or if it is not free flowing, or if there is any doubt, discard all the powder and recharge according to the note to annex E.
11	Check all components for operation and serviceability			X	X		Clean if necessary and pass air through the other parts, paying particular attention to the vent holes (or other venting device) in the top cap. Ensure that the hose nozzle strainer (where fitted), internal discharge tube and breather valve (where fitted) are unobstructed. Rectify or renew if necessary. Check the operating mechanism and discharge control (where fitted) for free movement. Clean, rectify or renew if necessary. Protect moving parts and threads against corrosion with a lubricant as recommended by the manufacturer.
12	Check operating mechanism	X	X			X	Where portable fire extinguishers are designed to have the operating mechanism removed, remove it and check the operating mechanism and discharge control (where fitted) for free movement. Clean, rectify, or renew, if necessary, moving parts and threads against corrosion with a lubricant as recommended by the manufacturer.
13	Examine the gas cartridge			X	X		Examine the gas cartridge externally for corrosion or damage. If replacement is necessary, replace in accordance with the manufacturers' instructions. Weigh the gas cartridge in accordance with the manufacturers' instructions.
14	Renew relevant O-rings, washers and hose	X	X	X	X	X	Renew all relevant O-rings and washers in accordance with the manufacturers'

	diaphragm						instructions. If the hose is fitted with a diaphragm, this diaphragm shall always be renewed.
15	WATER, WATER BASED, AND FOAM Examine the portable fire extinguisher cylinder internally			X			Inspect internally with the aid of an inspection light. Check for corrosion or lining deterioration. Check separate cylinders for additives and renew if leaking or damaged.
16	POWDER Examine the portable fire extinguisher cylinder internally				X		Examine the portable powder fire extinguisher as far as possible. Inspect internally with the aid of an inspection light. Check for corrosion and deterioration of lining (if fitted).
17	WATER, WATER BASED, FOAM Refill the portable fire extinguisher			X			Return the original medium into the portable fire extinguisher, or replace according to the manufacturers' instructions.
18	Reassemble and refill the portable fire extinguisher where relevant	X	X	X	X	X	Reassemble and refill, where relevant, the portable fire extinguisher in accordance with the manufacturers' instructions. Refit the safety device (device to prevent inadvertent operation) and fit safety seal as necessary.
19	Complete the service label	X	X	X	X	X	Complete the details on the service label as specified.

FIRE HOSE REELS AND ABOVE GRAND HYDRANTS

General

- The recommended period between successive inspection and servicing visits should not exceed one year (12 months).
- All work to be carried out in accordance with SANS 1475-2:2010. Extracts from SANS 1475-2 follow below and is the minimum requirement for the maintenance and testing of the systems.

SANS 1475-2:2010 (EXTRACTS)

1. Marking

1.1 Service labels

When all the relevant inspection and service procedures have been completed, the following information shall be recorded legibly and indelibly and on an acceptable, waterproof, adhesive label that is firmly fixed to the fire hose reel or above-ground hydrant:

- a) the name, physical address and contact numb of the reconditioning organization;
- b) the date of service;
- c) the next service due date; and
- d) water pressure at time of service (applicable to hydrants only).

NOTE: The pressure recorded on the service label reflects the pressure at the time that maintenance was conducted and might be subject to fluctuations or interruptions in water supply.

1.2 Positioning of service labels

Fire hose reels

Fire hose reels shall have two service labels applied in the following positions:

- a) one service label on the outside of the front hose reel disc; and
- b) one service label in a position that is visible once the fire hose reel is fully unwound.

Above-ground hydrants

Above-ground hydrants shall have one service label applied in one of the following positions:

- a) on the supply pipe to which the above-ground hydrant is mounted and as near as possible to the above-ground hydrant, or
- b) on the wall or structure to which the above-ground hydrant is mounted and as near as possible to the above-ground hydrant valve.

RECOMMENDED RECONDITIONING CHECKLIST

The following checklists are given as a general guide to be followed during the reconditioning of fire hose reels and above-ground hydrants.

Table A.1 covers procedures applicable to fire hose reels and table A.2 covers the procedures applicable to above-ground hydrants. However, an additional requirements may be applied as deemed fit by a competent person.

TABLE A.1 — CHECKLIST FOR FIRE HOSE REELS

Item no.	Item checked	Corrective action	Done or N/A
1	Mounting bolts -Loose and binding -Worn, loose, corroded or missing screw or bolt	Adjust or replace Tighten or replace	
2	Frame -Corrosion -Physical damage -Paint condition	Repair and refinish, or replace Repair and refinish, or replace Refinish	
3	Drum and discs -Damaged (bent, jammed, corroded or binding) -Worn, loose, corroded or missing screw or bolt -Paint condition	Repair or replace Tighten or replace Refinish	
4	Component parts -Corrosion -Damaged (bent, broken, cracked or worn) -Damaged threads (corroded, cross-threaded or worn)	Repair and refinish or replace Repair or replace Replace	
5	Inlet control valve -Missing handle or handwheel -Damaged (bent, jammed or binding)	Replace Replace	

	-Leaking (bypassing) washer	Replace	
	-Leaking gland	Adjust by tightening gland nut	
6	Water seals (O-rings and gland packing) -Missing -Damaged (cut, cracked or worn) -Aged or weathered (compression set, brittle or cracked)	Replace and lubricate Replace and lubricate Replace and lubricate	
7	Fire hose -Incorrect length (i.e. less than 28 m) -Damaged (cut, cracked, leaking or worn) -Missing	Replace Cut off damaged section of hose if remaining section will still be 28 m or longer, otherwise replace Replace	
8	Hose guide -Damaged (bent, jammed or binding)	Repair and lubricate or replace	
9	Shut-off nozzle -Damaged (bent, jammed or binding) -Blocked, deformed or corroded nozzle tip or discharge passage	Repair and lubricate or replace Clear blockage or replace	
10	Hose clamps -Worn, loose or corroded	Replace	
11	Instruction label -Illegible wording	Clean or replace	
12	Safety seal -Broken or missing	Replace	

TABLE A.2 — CHECKLIST FOR ABOVE-GROUND HYDRANTS

Item no.	Item checked	Corrective action	Done or N/A
1	Valve body -Physical damage -Outlet (damaged or deformed) -Paint condition bad	Repair and refinish Replace Refinish	
2	Component parts -Corrosion -Physical damage -Damaged threads (corroded, cross-threaded)	Repair and refinish or replace Repair or replace Replace	

	-Paint condition bad	Refinish	
3	Handwheel or handle -Missing -Loose -Damaged (bent, jammed or binding)	Replace Tighten retaining nut Repair and refinish or replace	
4	Pawl assembly -Damaged (bent, jammed or binding)	Repair and lubricate or replace	
5	Lip seal washer -Missing -Damaged (cut, cracked or worn) -Aged or weathered (compression set, brittle or cracked)	Replace Replace Replace	
6	Spindle assembly -Damaged (bent, jammed or binding) -Leaking gland -Leaking clack washer	Replace Adjust by tightening gland nut or replace Replace	
7	Safety seal -Broken or missing	Replace	
8	Hose -if it's damaged or missing	Replace	

PROCEDURES FOR MAINTENANCE

The maintenance procedures shall be carried out by the competent person or overhaul centre.

Table C.1 covers procedures applicable to fire hose reels and table C.2 covers the procedures applicable to above-ground hydrants.

TABLE C.1 — MAINTENANCE PROCEDURES FOR FIRE HOSE REELS

	Examination	Maintenance detail
1	Check the frame and mounting bolts.	Place hands on opposite sides of the drum and grip the inside disc. Jerk firmly away from the wall. If there is movement, adjust or replace the mounting bolts. If hose reel frame is corroded or damaged, repair and refinish or replace.
2	Check that the hose reel rotates freely.	Using one hand only, rotate hose reel drum in each direction. If drum does not rotate with ease, unroll the hose and replace the gland packing where applicable, or lubricate the shaft and O-rings. If corrosion is reason for tightness and the severity cannot be overcome, condemn the hose reel and replace.
3	Check the drum and discs.	Unroll the hose and examine the drum and discs. If loose, corroded or damaged, repair and refinish or replace.
4	Check the component parts.	Examine the component parts and if corroded, bent, broken, cracked or worn, repair and refinish or replace.
5	Check that the fire hose is of the correct length and has no joints.	Measure hose while unrolling or unroll and measure along floor. If greater than 30 m, cut off excess hose. If less than 28 m, condemn the hose and replace.

		If joints are present, condemn the hose and replace.
6	Check the condition of the fire hose to ensure that it is in a good condition and is securely fitted.	Hose ends should be clean cut and show no signs of deterioration. If hose shows signs of deterioration, cut off the damaged section of hose, 15 mm from the commencement of deterioration. Check that the hose is securely clamped to the hose reel and to the shut-off nozzle. Clamps should be free of rust and adjustable. Replace defective clamps.
7	Check whether the hose can withstand the pressure in the supply main.	Close the shut-off nozzle, and slowly open the inlet stop valve. If no water, halt servicing, indelibly mark the outside of the front disc of the hose reel with the words "NO WATER" and remove the service labels. If there is a flow of water, examine hose for signs of leakage. If hose leaks on ends, adjust clamps. If hose leaks elsewhere and cutting hose at point of leak will cause the hose to be less than 28 m, condemn the hose and replace.
8	Check the water seals.	Examine all water seals for signs of leaks. If leaking from the stuffing box, adjust fasteners equally until leak halts (hose reel must continue to rotate freely) or replace gland packing taking into account the lubrication required. If leaking from the water jacket, inspect jacket for damage and replace O-rings where deformity has occurred. If leak persists, condemn the hose reel and replace.
9	Check the shut-off nozzle.	Open nozzle and discharge water into a bucket or suitable receptacle. If nozzle does not discharge with a constant flow, close inlet stop valve and remove and inspect shut-off nozzle for damage or blockage. If nozzle is damaged, condemn and replace. Clear nozzle if blocked, or if blockage cannot be cleared, condemn nozzle and replace. If water flow does not cease when nozzle is closed, condemn nozzle and replace. If nozzle rotates in the hose, adjust the clamp.
10	Complete and fit inner service label.	If the hose reel passes inspection, complete and fit a service label on the inside of the front disc in a position that is visible once the hose reel is fully unwound.
11	Close the inlet stop valve and rewind the fire hose.	Close the inlet stop valve, open the shut-off nozzle and discharge water into a bucket or suitable receptacle. With shut-off nozzle open, rewind the hose onto the drum ensuring that the hose is evenly wound and free from kinks. Milk the hose by rotating the drum back and forth until water no longer discharges from the shut-off nozzle. Close the shut-off nozzle and secure in position.
12	Check the inlet stop valve.	After closing inlet stop valve and rewinding hose, examine the inlet stop valve for signs of leakage. If leaking from the valve stem gland, tighten the gland nut while ensuring that valve stem is still able to turn. If leak persists, refer to responsible person for replacement. If leaking (bypassing) a washer, refer to responsible person for repair or replacement.
13	Check the hose guide.	Ensure that hose guide is present where required and that hose is passed through the guide. Check whether the guide roller is functioning. If guide is damaged, repair and lubricate or replace.
14	Check the operating instructions.	Examine the operating instructions for correctness and legibility Renew if necessary.
15	Seal the inlet stop valve.	Using an acceptable seal, seal the inlet stop valve in a manner that prevents use without breaking the seal. The seal should break on half a rotation of the inlet stop valve handle or handwheel and, should only require the force exerted by a single hand.
16	Complete and fit outer service label.	If the hose reel passes inspection, complete and fit a service label on the outside of the front disc in a position such that it does not obscure

		the operating instructions.
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TABLE C.2 — MAINTENANCE PROCEDURES FOR ABOVE-GROUND HYDRANTS

	Examination	Maintenance detail
1	Check the hydrant standpipe.	Examine the standpipe for signs of corrosion, damage or leaks. If corroded or damaged, repair and refinish or refer to responsible person for repair or replacement. If leaking, refer to responsible person for repair or replacement.
2	Check the component parts.	Examine the component parts and if corroded, bent, broken, cracked or worn, repair and refinish or replace.
3	Check the handwheel.	Examine the handwheel and if damaged, repair and refinish or replace. If loose, tighten the retaining nut.
4	Check the pawl assembly.	Examine the pawl assembly for correct operation. If bent, jammed or binding, repair and lubricate or replace.
5	Check the lip seal washer.	Remove and examine the lip seal washer. If damaged, cut, cracked, worn, aged or weathered, replace. If missing, replace.
6	Check the static water pressure.	Using a 65 mm blank cap assembly, check and record the static water pressure. If blank cap assembly does not fit into the outlet of the hydrant, check the outlet for damage or deformity. If damaged or deformed, condemn hydrant and refer to responsible person for replacement.
7	Check the spindle assembly.	Examine the spindle assembly for signs of damage or leaks. If spindle is bent, condemn hydrant and refer to responsible person for replacement. If spindle is jammed or binding, repair and lubricate or replace. If leaking from the spindle gland, tighten the gland nut while ensuring that the spindle is still able to turn.
8	Seal the hydrant valve.	Using an acceptable seal, seal the hydrant valve in a manner that prevents use without breaking the seal. The seal should break on half a rotation of the hydrant valve hand heel.
9	Complete and fit the service label.	If the hydrant passes inspection, complete and fit a service label on the supply pipe, wall or structure to which the hydrant is mounted and as near as possible to the hydrant valve.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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

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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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.

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

- (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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$P_S = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } P_S = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

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NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignee 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 which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

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

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

10. Delivery and Documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
17. Prices
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
18. Contract amendments
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
19. Assignment
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available,

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

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

22. Penalties

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

23. Termination for default

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

- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier;

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercises or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated,

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force
Majeure
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26. Termination
for Insolvency
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of
Disputes
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
28. Limitation of
Liability
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programmes administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.