



Province of the
EASTERN CAPE
HEALTH

TENDER DOCUMENT

FOR

BID NO: SCMU3-2526-0249-HO: PROVISION OF WATER SUPPLY TRUCKS (WATER CARTING) AND HONEY SUCKER SERVICES (SEWER DE-SLUDGING) FOR EASTERN CAPE HEALTH FACILITIES IN VARIOUS DISTRICTS ON ADHOC BASIS FOR THE PERIOD OF THREE YEARS (36 MONTHS)

PREPARED FOR:

Eastern Cape Department of Health
Department of Health Global Life Centre,
SCM Unit
C/o Phalo Avenue and R63 (opposite Engen Garage) BHISHO
P.O. Box X0038
BHISHO
6505

PREPARED BY:

Eastern Cape Department of Health

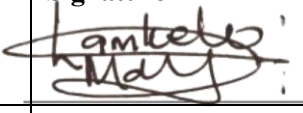


Dukumbana Building, Independence Avenue
P.O. Box X0038
BHISHO
6505

NAME OF SUPPLIER: _____

CRS NUMBER: _____

FEBRUARY 2026

Project Name:	PROVISION OF WATER SUPPLY TRUCKS (WATER CARTING) AND HONEY SUCKER SERVICES (SEWER DE-SLUDGING) FOR EASTERN CAPE HEALTH FACILITIES IN VARIOUS DISTRICTS ON ADHOC BASIS FOR THE PERIOD OF THREE YEARS
Bid Number:	BID NO: SCMU3 - 2526-0249-HO:

Drafted By	Date: 20/02/2026	Name: L MDINGI	Signature: 
Approved By: Specification Committee	Date: 20 / 02 / 2026	Name: M NONDALA	Signature: 
Advert Approved by: GM SCM	Date: 20 / 02 / 2026	Name: C MGIJIMA	Signature: 

BID NO: SCMU3-2526-0249-HO - PROVISION OF WATER SUPPLY TRUCKS (WATER CARTING) AND HONEY SUCKER SERVICES (SEWER DESLUDGING) FOR EASTERN CAPE HEALTH FACILITIES IN VARIOUS DISTRICTS ON ADHOC BASIS FOR THE PERIOD OF THREE YEARS (36 MONTHS)

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PART 1

SUBMISSION PROCEDURES

NOTICE AND INVITATION TO SUBMIT OFFERS FOR WATER CARTING AND SEWER DE-SLUDGING

The Eastern Cape Department of Health hereby invites capable Service Providers for the Provision of PROVISION OF WATER SUPPLY TRUCKS (WATER CARTING) AND HONEY SUCKER SERVICES (SEWER DE-SLUDGING) FOR EASTERN CAPE HEALTH FACILITIES IN VARIOUS DISTRICTS ON ADHOC BASIS FOR THE PERIOD OF THREE YEARS 36 MONTHS in Health Facilities in the Eastern Cape.

Tender documents are downloadable for free of charge from National Treasury's eTender Portal: (<http://www.etenders.gov.za/content/advertised-tenders>)

Service Providers are expected to, along compliance issues, submit all required supporting documentation required for evaluation purposes.

Qualifying Service Providers will be registered on a Departmental Panel of Service Providers List for these services in the Eastern Cape Province for the Eastern Cape Department of Health projects for a period of Thirty-six (36) months. They are expected to have their resources and planning processes ready to urgently respond to whichever need arises within the province.

This is an invitation to bid for Water carting and Honey sucking services to the Eastern Cape Department of Health.

Service Providers must be registered on the National Treasury Central Supplier Data Base and proof of registration must be submitted with the proposal (<https://secure.csd.gov.za>).

Bid response documents must be submitted online via the National Treasury eTender Portal. Ensure timely submission.

NB!!! No physical documents are to be delivered to the Department

It is the responsibility of the Service Provider to ensure that bid document is submitted on or before closing time.

No briefing session will be held. Technical enquiries shall be directed only in writing to Supply Chain Management enquiries to Thabisa Notshe at Thabisa.notshe@echealth.gov.za within office hours.

The closing time for receipt of submissions by the ECDOH is 11:00am on **20 March 2026**. Telegraphic, telephonic, telex, facsimile, e-mail and late submissions will not be accepted.

All bids must be uploaded before the closing time and date stipulated above and must be submitted on e-tender portal (www.etenders.gov.za) No late bid submission will be accepted.

Guide: How to submit a response to the E-tender Portal

1. (<https://www.etenders.gov.za/>)
2. Click "Login"
3. Select "Supplier Login"
4. Type in your Central Supplier Database (CSD) login credentials.
5. Click Browse Opportunities
6. Select Currently Advertised.
7. Click "+" on any tender opportunity you wish to apply for.

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8. Click on "Start e-Submission Process"
9. Select Supplier
10. Click "Start response"
11. Check the submission checklist and attach the compulsory documents.
12. Confirm and proceed.

If you experience difficulties on e-Submission please contact:

012 406 9229 /012 406 9222 or email etenders@treasury.gov.za

Issued by:
Supply Chain Management
Bhisho

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E 1.2 TENDER CONDITIONS

1. DEFINITIONS

The word "Bidder/Tenderer" in these conditions shall mean and include any firm of Contractors, Suppliers, Service Providers or any company or body incorporated or unincorporated.

2. BID PUBLICATION

The BID document will be available from **23 Feb 2026** in the Eastern Cape Department of Health website at www.ehealth.gov.za or the etenders portal at www.etenders.gov.za

3. BID SUBMISSION

- Bid response documents must be submitted online via the National Treasury eTender Portal."
- Bids must be submitted on original bid documents.
- The bid document must be completed in all respects in non-erasable ink.
- No physical submissions will be accepted.

4. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE

All Bids must remain valid for a period of 120 (one hundred and twenty) days from the closing date as stipulated in the Bid document.

5. AUTHORITY TO SIGN BID DOCUMENTS

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted at the time of submission of the Bid that the Bid has been signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.

6. JOINT VENTURE REQUIREMENTS

DEFINITION:- "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.

Should a group of companies/firms and/or interested parties wish to enter into a joint venture / consortium agreement the following minimum requirements must be met: -

- a. A properly signed copy of the joint venture/consortium agreement must be attached.
- b. Each member of the joint venture/consortium's taxes must be in order.
- c. After the award of a contract to a joint venture/consortium, the successful joint venture group or consortium must provide a combined joint venture/consortium CSD registration.
- d. After the award of a contract to a joint venture/consortium, the successful joint venture group or consortium must provide the details of the joint venture / consortium banking details.

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- e. A trust, consortium or joint venture will qualify for points of their SPECIFIC GOALS as a legal entity, provided that the entity submits their SPECIFIC GOALS claim.
- f. A trust, consortium or joint venture will qualify for points for their SPECIFIC GOALS status level as an unincorporated entity, provided that the entity submits their consolidated SPECIFIC GOALS scorecard as if they were a group structure and that such a consolidated SPECIFIC GOALS scorecard is prepared for every separate tender.

THE JOINT VENTURE/CONSORTIUM AGREEMENT MUST CONTAIN THE FOLLOWING: -

- a. Who the managing member will be.
- b. Who the signatory of authority will be.
- c. How the joint venture/consortium share of profit will be split.
- d. The bank account details where payments will be deposited into.
- e. The agreement must be signed by all parties.
- f. The agreement must be certified by the Commissioner of Oaths.
- g. The postal and physical address where all correspondence will be sent to

7. CONDITIONS OF TENDER

- I. Submission of this proposal signifies the applicant's acceptance of the conditions as laid down in this document, unless clearly stated otherwise.
- II. Any expense incurred by the applicant in preparing and submitting this proposal will be for the applicant's account.
- III. The Department of Health reserves the right not to accept any proposal and cancel the bid as and when the need arises.
- IV. Failure to comply with the above requirements will result in submitted proposals being disqualified.

8. SPECIAL CONDITIONS

- 1. **PRICE NEGOTIATION:** Rate per Liter will be negotiated to an average rate that will be in line with market-related prices and similar negotiations will be applied to the rate per kilometer. All responsive bidders will be requested to accept the negotiated market-related rate prior to award.
- 2. **ROTATION OF WORK:** Responsive and qualified bidders will be listed in ascending order per district into a rotation and be appointed as and when required.
- 3. **DELIVERY TURNAROUND TIME:** Due to the urgency of the required services, if the bidder fails to deliver or de-sludge a facility within 48 hours the purchase order will be cancelled and the next service provider on the roster will be appointed.

E1.3 BID SPECIFICATIONS

The Department of Health invites tenders from suitably qualified service providers for the **PANEL FOR PROVISION OF WATER TRUCKS (WATER CARTING) TO SUPPLY WATER AND SEWER DE-SLUDGING SERVICES (HONEY SUCKING) IN VARIOUS DISTRICTS WITHIN THE PROVINCE OF EASTERN CAPE ON ADHOC BASIS FOR THE PERIOD OF THREE YEARS.**

1. Scope of work

The Scope of work for this project is summarized as follows:

- **Provision of Water truck services (Water Carting) to the Health Facilities in the Eastern Cape Province, i.e. Clinics CHCs and Hospitals**
 - The Service Provider to cart Portable Water on as and when required basis as instructed by an Official that will be confirmed by The Department of Health in the form of a job card.
 - The job card to be filled properly by Service Provider, signed and stamped by an Official at facility level after each delivery is completed:
 - The Service Provider to submit weekly Progress Report to The Department of Health.
 - The Service Provider to cart Water only from registered water source confirmed by Departmental Officials (Municipal water treatment works).
 - The Service Provider to ensure that the water truck, associated pipework and equipment is disinfected and suitable to transport Portable Water prior to use.
 - The total number of loads to be delivered will be limited based on the amount of the Purchase Order issued by The Department of Health to the Service Provider.
 - It is the responsibility of the Service Provider to ensure that the total number of loads delivered with inclusive of the kilometers travelled do not exceed the value of the Purchase Order.

- **Provision of Honey Sucking services to the Health Facilities in the Eastern Cape Province, i.e. Clinics CHCs and Hospitals**
 - The Service Provider to remove septic tank sludge on as and when basis as instructed by an Official that will be confirmed by The Department of Health in the form of a job card.
 - The job card to be filled properly by Service Provider, signed and stamped by an Official after each delivery is completed:
 - The Service Provider to submit weekly Progress Report to The Department of Health.
 - The Service Provider to cart septic tank sludge to a registered sewer treatment plant confirmed by an Official.
 - The Service Provider to ensure that the Honey Sucker, associated pipework and equipment is free of leaks and damage to avoid polluting the environment.

2. Specification

Required specifications and requirements for this project are detailed below:

Water Supply

- **The Service Provider to provide the proof of water truck registration papers and include lease agreement IF leasing the truck.**
- The service provider to ensure that the water truck is roadworthy before carting water.
- The Service Provider to ensure the water truck is marked clearly with the company name and nature of business.
- The Service Provider to ensure that the water truck comply with any local regulations and standards set by South African authorities:

Honey Sucking

- **The Service Provider to provide the proof of honey sucker truck registration papers and include lease agreement IF leasing the truck.**
- The service provider to ensure that the water truck is roadworthy before Honey sucking.
- The Service Provider to ensure the honey sucker is marked clearly with the company name and nature of business.
- The Service Provider to ensure that the honey sucker comply with any local regulations and standards set by South African authorities. The Service Provider of the honey sucker that is used to transport sewer must ensure that tank/s, associated pipework and equipment used for loading or unloading of septic tank sludge is free of leakages and will not contaminate roads or transport routes thus contaminating ground water reserves.

Note:

- **PROOF OF BUSINESS ADDRESS**
CSD / Municipal rates / Signed lease agreement/Councilor confirmation, statement from reputable service provider.
Should the bidder be operating in more than one district, proof of business address is required for each office.
- **PROOF OF WATER TRUCK / HONEY SUCKER OWNERSHIP**
REGISTERED UNDER THE BIDDING COMPANY or PROOF OF LEASING - Leasing Agreement.
- **REIMBURSEMENT FOR KILOMETERS**
The service provider will only be **reimbursed for water carted** from water source to a delivery point only. The kilometres from home/business premises to water source will not be reimbursed.
The service provider will only be **reimbursed for sewerage carted** from the facility to the nearest wastewater treatment works within the district only and google maps will be utilised to determine such a distance. The kilometres from home/business premises to the facility or sewer plant will not be reimbursed.
- **Successful EMEs and QSEs will be required to enter into a memorandum of agreement with The Department of Health.**

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9. EVALUATION PROCESS

Bidders must upload all required documents indicated hereunder with the bid documents at the closing, date and time of the bid. During this evaluation phase, bidder's responses will be evaluated based on the documents submitted. **Any bid that does not meet these requirements will be disqualified, and will be considered non-responsive**

The received bid proposals will be evaluated in three stages to arrive to the final phase of bid award, and the phases will be as follows:

STAGE 1 – ADMINISTRATIVE REQUIREMENT

In this phase all bids received will be verified for compliance and completeness of the submitted proposal per the below set of requirements. Bidders who fail to comply with the below requirements may be eliminated and bidders who comply with the below progresses to the next phase.

The following forms must be completed and signed in full:

Resolution for Signatory
Record of Addenda (if applicable)
SBD1
SBD4
SBD6.1 – proof of claimed points to be submitted
Proof of CSD Registration
Company Registration documents (CIPC)
Valid Letter of Good Standing
Location of Contractor (Proof of Address)

All forms and declarations must be signed and completed and returned with the Bid Document as a whole. Failure to sign and / or complete the forms and declarations may result in the bid being disqualified.

STAGE 2 – MANDATORY REQUIREMENT – FAILURE TO PROVIDE MANDATORY REQUIREMENTS WILL RENDER YOUR BID NON RESPONSIVE

In this phase all bids received will be verified for compliance and completeness of the submitted proposal per the below set of requirements. Bidders who fail to comply with the below requirements will be eliminated and bidders who comply with the below progresses to the next phase.

The following documents must be supplied, and forms must be completed and signed in full:

Preferred areas of Operation
Services To be rendered
Proof Of Water Truck Ownership / valid hire agreement and proof of Truck ownership by the lessor
Proof of Honey Sucker Ownership / valid hire agreement and proof of Honey Sucker Ownership by the lessor
Pricing Schedule

STAGE 3 – PRICE AND SPECIFIC GOALS

All responsive bids in stage 1 will move to stage 2 followed by stage 3 where a PRICE NEGOTIATION: Rate per Load will be negotiated to an average rate that will be in line with market related prices and similar negotiations will be applied to the rate per kilometre. All responsive bidders will be requested to accept the negotiated market-related rate prior to award.

All service providers awarded and accepted the negotiated rates will sign a 3 year contract

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PART 2

RETURNABLE DOCUMENTS

BID NO: SCMU3-2526-0249-HO - PROVISION OF WATER SUPPLY TRUCKS (WATER CARTING) AND HONEY SUCKER SERVICES (SEWER DESLUDGING) FOR EASTERN CAPE HEALTH FACILITIES IN VARIOUS DISTRICTS ON ADHOC BASIS FOR THE PERIOD OF THREE YEARS (36 MONTHS)

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	E2.2g	Company Registration documents (CIPC)
	E2.2h	Valid Letter of Good Standing (COIDA)
	E2.2j	Location of Contractor (Proof of Address)
		Mandatory Requirements
	E2.2k	Preferred areas of Operation
E2.2m	Services To be rendered	
E2.2n	Proof Of Water Truck Ownership with valid hire agreement if leasing Proof of Honey Sucker Ownership with valid hire agreement if leasing	
E3.2	Pricing Schedule	
Part 3	E3	Pricing Instructions, Pricing Schedule and Contract
	E3.1	Pricing Instructions
	E3.2	Pricing Schedule
	E3.3	Contract

E2.2a: RESOLUTION FOR SIGNATORY

Project Name:	PROVISION OF WATER SUPPLY TRUCKS (WATER CARTING) AND HONEY SUCKER SERVICES (SEWER DE-SLUDGING) FOR EASTERN CAPE HEALTH FACILITIES IN VARIOUS DISTRICTS ON ADHOC BASIS FOR THE PERIOD OF THREE
Bid Number:	BID NO: SCMU3 - 2526-0249-HO:

MUST BE ON COMPANY LETTERHEAD

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form. This must be on a company letterhead.

An example is given below:

“By resolution of the board of directors passed at a meeting held on _____

Mr/Ms _____, whose signature appears below, has been duly authorised to

sign all documents in connection with the Supplier for Contract No. _____

and any Contract which may arise there from on behalf of (Block Capitals) _____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____ DATE: _____ SIGNATURE: _____

WITNESSES:

1. _____ SIGNATURE: _____

2. _____ SIGNATURE: _____

E2.2b: RECORD OF ADDENDA TO SUPPLIER DOCUMENTS

Project Name:	PROVISION OF WATER SUPPLY TRUCKS (WATER CARTING) AND HONEY SUCKER SERVICES (SEWER DE-SLUDGING) FOR EASTERN CAPE HEALTH FACILITIES IN VARIOUS DISTRICTS ON ADHOC BASIS FOR THE PERIOD OF THREE YEARS 36 MONTHS.
Bid Number:	BID NO: SCMU3 - 2526-0249-HO:

We confirm that the following communications received from the Employer before the submission of this Supplier offer, amending the tender documents, have been taken into account in this Supplier offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		

Attach additional pages if more space is required.

Signed Date

Name Position

Supplier

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E2.2c INVITATION TO BID

SBD 1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EC DEP OF HEALTH					
BID NUMBER:	SCMU3 - 2526-0249-HO	CLOSING DATE:	20 March 2026	CLOSING TIME:	11:00AM
DESCRIPTION	PROVISION OF WATER SUPPLY TRUCKS (WATER CARTING) AND HONEY SUCKER SERVICES (SEWER DE-SLUDGING) FOR EASTERN CAPE HEALTH FACILITIES IN VARIOUS DISTRICTS ON ADHOC BASIS FOR THE PERIOD OF THREE YEARS (36 MONTHS)				
BID RESPONSE DOCUMENTS MUST BE SUBMITTED ONLINE VIA THE NATIONAL TREASURY ETENDER PORTAL					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. Thabisa Notshe		CONTACT PERSON	Ms. Thabisa Notshe	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	thabisa.notshe@ehealth.gov.za		E-MAIL ADDRESS	thabisa.notshe@ehealth.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
<i>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]			<i>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

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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
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:
<p>1.1. BIDS MUST BE UPLOADED BY THE STIPULATED TIME ONLINE. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>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."</p>

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:

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 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

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.

BID NO: SCMU3-2526-0249-HO - PROVISION OF WATER SUPPLY TRUCKS (WATER CARTING) AND HONEY SUCKER SERVICES (SEWER DESLUDGING) FOR EASTERN CAPE HEALTH FACILITIES IN VARIOUS DISTRICTS ON ADHOC BASIS FOR THE PERIOD OF THREE YEARS (36 MONTHS)

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 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

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.

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).

The applicable preference point system for this tender is the **80/20 OR 90/10** preference point system. 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	90	80
SPECIFIC GOALS	10	20
Total points for Price and SPECIFIC GOALS	100	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

BID NO: SCMU3-2526-0249-HO - PROVISION OF WATER SUPPLY TRUCKS (WATER CARTING) AND HONEY SUCKER SERVICES (SEWER DESLUDGING) FOR EASTERN CAPE HEALTH FACILITIES IN VARIOUS DISTRICTS ON ADHOC BASIS FOR THE PERIOD OF THREE YEARS (36 MONTHS)

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 90/10 OR 80/20 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{cc} \mathbf{90 / 10} & \mathbf{80/20} \\ \mathbf{P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)} & \mathbf{OR P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)} \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = 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 90 points is allocated for price on the following basis:

$$\begin{array}{c} \mathbf{90/10} \\ \mathbf{P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)} \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

BID NO: SCMU3-2526-0249-HO - PROVISION OF WATER SUPPLY TRUCKS (WATER CARTING) AND HONEY SUCKER SERVICES (SEWER DESLUDGING) FOR EASTERN CAPE HEALTH FACILITIES IN VARIOUS DISTRICTS ON ADHOC BASIS FOR THE PERIOD OF THREE YEARS (36 MONTHS)

- 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 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 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 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 the 90/10 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 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 (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Historically Disadvantaged Individuals Ownership:				
- Race	20% (2)		20% (4)	
- Gender - Women Ownership	20% (2)		20% (4)	
- Disability Ownership	20% (2)		20% (4)	
Youth Ownership	20% (2)		20% (4)	
Military Veterans Ownership	10% (1)		10% (2)	
Locality Ownership – Eastern Cape	10% (1)		10% (2)	
TOTAL	100% (10)		100% (20)	

- a) Service providers must submit proof of its Specific Goals points claimed / status of contributor.
- b) The Specific Goals supporting documents required to verify claimed points may in line with the specified requirements include:
- Historically Disadvantaged Individuals Ownership: Proof of ownership (CIPRO certificate) with id copy.
 - Women Ownership: Ownership: Proof of ownership (CIPRO certificate) with id copy.
 - Youth Ownership: Ownership: Proof of ownership (CIPRO certificate) with id copy.
 - Disability Ownership: Proof of ownership (CIPRO certificate) with valid medical documentary

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proof of the disability.

- *Military Veterans Ownership: Proof of ownership (CIPRO certificate) with valid proof of veteran status.*
- *Locality Ownership: Proof of business address (municipal account or valid lease agreement)*
- *Updated CSD report*

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:

- The information furnished is true and correct;
- The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- 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;
- 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 -
 - disqualify the person from the tendering process;
 - recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - 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;
 - 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.

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.....
SIGNATURE(S) OF BIDDER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

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**E2.2f – PROOF OF REGISTRATION ON THE NATIONAL TREASURY
CENTRAL SUPPLIER DATABASE (CSD REPORT) (ATTACH HERE)**

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**E2.2g – Company Registration Documents (CIPC)
(TO BE ATTACHED HERE)**

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**E2.2h - VALID LETTER OF GOOD STANDING
(TO BE ATTACHED HERE)**

COIDA Compensation for Occupational Injuries and Diseases Act

E2.2j – LOCATION OF A CONTRACTOR

Distance from worksite

Provide physical address/address 1 and contact details of the Service Provider.

*This must be the address on CSD / Municipal rate address / Signed lease agreement/Councillor confirmation, statement from reputable service provider.

*The Department reserves the right to verify address.

NAME OF SERVICE PROVIDER

PHYSICAL ADDRESS / ADDRESS

TELEPHONE

CONTACT PERSON

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the Service Provider are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed

Date

Name

Position

Enterprise name

E2.2I – PREFERRED AREA OF OPERATION

*The service provider will only be **reimbursed for water carted** from an approved water source to a delivery point only. The kilometres from home/business premises to water source will not be reimbursed.

*The service provider will only be **reimbursed for sewerage carted** from the facility to the nearest approved wastewater treatment works within the district only and google maps will be utilised to determine such a distance. The kilometres from home/business premises to the facility will not be reimbursed.

Please tick 1 area aligned to CSD preferred address	Area of operation
Eastern Cape Districts	
<input type="checkbox"/>	1. Nelson Mandela Bay Metropolitan Municipality
<input type="checkbox"/>	2. Sarah Baartman
<input type="checkbox"/>	3. Chris Hani
<input type="checkbox"/>	4. Joe Gqabi
<input type="checkbox"/>	5. Alfred Nzo
<input type="checkbox"/>	6. OR Tambo
<input type="checkbox"/>	7. Amatole
<input type="checkbox"/>	8. Buffalo City Metro

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the Service Provider are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed _____ Date _____

Name _____ Position _____

BID NO: SCMU3-2526-0249-HO - PROVISION OF WATER SUPPLY TRUCKS (WATER CARTING) AND HONEY SUCKER SERVICES (SEWER DESLUDGING) FOR EASTERN CAPE HEALTH FACILITIES IN VARIOUS DISTRICTS ON ADHOC BASIS FOR THE PERIOD OF THREE YEARS (36 MONTHS)

E2.2m–SERVICES OFFERED

<p>Water Supply <input type="checkbox"/></p> <p><i>(Water Truck Registration papers must be submitted with this submission, failure to do so will render the submission non-responsive))</i></p>	<p>Sewer Desludge <input type="checkbox"/></p> <p><i>(Sewer Desludge Truck Registration papers must be submitted with this submission, failure to do so will render the submission non-responsive))</i></p>
---	--

**BID NO: SCMU3-2526-0249-HO - PROVISION OF WATER SUPPLY TRUCKS (WATER CARTING)
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YEARS (36 MONTHS)**

E2.2n –PROOF OF WATER TRUCK OWNERSHIP

PROOF OF HONEY SUCKER OWNERSHIP

LEASE AGREEMENT WHERE APPLICABLE

(TO BE ATTACHED HERE)

PART 3:

PRICING INSTRUCTIONS, PRICING SCHEDULE AND CONTRACT

PRICE INSTRUCTIONS AND ESCALATION

The following pricing schedules must be completed in full:

SBD 3.1: Pricing Schedule: Firm prices

NB: If there are any unconditional discount offers, kindly attach a schedule that will indicate where those discounts are applied from.

Failure to fully complete the pricing instructions will invalidate your bid. All line items should be completed.

No claim in respect of any price escalation will be considered by the Department of Health unless it is specifically stated in the Pricing Annexure that the Bid is subject to price escalation. When escalation is claimed for during the contract period, proof of such escalation must be furnished, and the calculation itself must be submitted to corroborate such proof. Escalation will only be calculated on the official index figures supplied by the Department of Statistics or the Price Controller, which ever may be applicable. All orders placed will be based on the current Bid prices. It is the responsibility of the Bidder to inform The Department of Health of any escalation prior to implementation of the escalated price. Failure to do so will negate any such claims.

VALUE ADDED TAX

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

VAT must be included in the Bid price but must be shown separately.

Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R1 million must include VAT in the prices quoted and must therefore immediately upon award of the contract, register with the South African Revenue Service (SARS) as VAT vendors.

The award of contract would be (for Non-VAT vendors who included VAT in their prices) conditional pending the successful bidder submitting proof of registration as VAT vendor with SARS within 21 days of award.

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

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of Bidder.....Bid number.....

Closing Time 11:00 Closing date:

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

Pricing Schedule

Water Carting

PROVISION OF WATER TANK TRUCK (WATER CARTING) TO SUPPLY WATER IN IN THE CHOSEN AREA OF OPERATION

Item no.	Description	Rate (Vat Exclusive)	Rate (Vat Inclusive)
1	Water Tanker - Wet Rate (Per Litre)		
2	Water Tanker - Wet Rate (Per km)		

** Wet rate" in equipment, machinery, or vehicle rental (such as aircraft or construction plant hire) means the price includes both the rental of the equipment and the cost of fuel for the rental period.*

PROVISION OF HONEY SUCKING SERVICES IN THE CHOSEN AREA OF OPERATION

Item no.	Description	Rate (Vat Exclusive)	Rate (Vat Inclusive)
1	Honey Sucker - Wet Rate (Per Litre)		
2	Honey Sucker - Wet Rate (Per km)		

(Honey sucker registration papers must be submitted with this submission, failure to do so will render the submission non-responsive)

** Wet rate" in equipment, machinery, or vehicle rental (such as aircraft or construction plant hire) means the price includes both the rental of the equipment and the cost of fuel for the rental period.*

NB: Water Truck to cart water from source to the area as confirmed by Local Municipality.

NB: Honey Sucker to cart sludge from facility to an approved Wastewater Works as confirmed by Local Municipality.

NB: Service Providers are advised to price only those services that they can execute, and their submission must be accompanied by proof of ownership of the equipment or a valid hire agreement.

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SPECIAL CONDITION OF AWARD

PRICE NEGOTIATION: Rate per Litre will be negotiated to an average rate that will be in line with market-related prices and similar negotiations will be applied to the rate per kilometre. All responsive bidders will be requested to accept the negotiated market-related rate prior to award.

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SUPPLIER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **(THE DEPARTMENT OF HEALTH) PANEL FOR PROVISION OF WATER TRUCKS (WATER CARTING) TO SUPPLY WATER IN VARIOUS MUNICIPALITIES WITHIN THE PROVINCE OF EASTERN CAPE ON ADHOC BASIS FOR THE PERIOD OF THREE YEARS – OR TAMBO DISTRICT MUNICIPALITY** in accordance with the requirements and specifications stipulated in **BID NUMBER SCMU3 - 2526-0249-HO** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid.
 - CSD Registration.
 - Pricing schedule(s).
 - Technical Specification(s).
 - SBD6.1 Preference claims for Specific Goals in terms of the Preferential Procurement Regulations 2022.
 - SBD 1.
 - SBD 4.
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract.
 - (ii) General Conditions of Contract.
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

WITNESSES

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

1	
2.	

GENERAL CONDITIONS OF CONTRACT

The form of Contract to be utilized is the General Conditions of Contract issued by National Treasury.

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be 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
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7. Performance security
8. Inspections, tests and analysis
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25. Force Majeure
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27. Settlement of disputes
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29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all 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 that 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 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 be extended only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.