

PROJECT DESCRIPTION: TENDER TO APPOINT OF TWO (2) SERVICE PROVIDERS FOR THE MAINTENANCE, AUDIT, REPAIR, AND UPGRADE OF EXISTING AND NEW FIRE PREVENTION SYSTEMS AT VAAL CENTRAL WATER BOARD SITES FOR A PERIOD OF THREE (3) YEARS (AS AND WHEN NEEDED)



PROJECT NUMBER: VCW382/FIREPS/24



CONTRACT NO: VCW382/FIREPS/24

BLOEM WATER

TENDER TO APPOINT OF TWO (2) SERVICE PROVIDERS FOR THE MAINTENANCE, AUDIT, REPAIR, AND UPGRADE OF EXISTING AND NEW FIRE PREVENTION SYSTEMS AT VAAL CENTRAL WATER BOARD SITES FOR A PERIOD OF THREE (3) YEARS (AS AND WHEN NEEDED)

PROCUREMENT DOCUMENT

JANUARY 2024

TENDER SUBMITTED BY:

Registered Name of Company:.....

Address:.....

Telephone Number:.....

Fax Number:.....

E-mail:.....

Issued by:



Vaal Central Water
PO Box 30121
Pellissier
9322

Contact

Name: Mr S Madonsela
Telephone: 051 – 403 0800
Fax: 051 – 422 5333
E-mail: samsonm@vcwater.co.za

ISSUE DATE: 31 JANUARY 2024

COMPULSORY SITE MEETING DATE: 09 FEBRUARY 2024 at 11H00

CLOSING DATE: 29 FEBRUARY 2024 before 12H00

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TENDER SUMMARY PAGE

TENDERER				
	(Name of Tenderer)			
TELEPHONE	FAX			
TOTAL PRICE (Incl. VAT)				
	(in words)			
	(in words)			
	(in figures)			
COMPLETION PERIOD				
	(weeks)			
PREFERENCES CLAIMED FOR:				
LOCAL ENTERPRISE:	YES		NO	

Note: This page is used for tender opening purposes only. Where there is a discrepancy between this page and the Form of Offer and Acceptance, then the latter will be taken as the valid offer.

VCW382/FIREPS/24

TENDER TO APPOINT OF TWO (2) SERVICE PROVIDERS FOR THE MAINTENANCE, AUDIT, REPAIR, AND UPGRADE OF EXISTING AND NEW FIRE PREVENTION SYSTEMS AT VAAL CENTRAL WATER BOARD SITES FOR A PERIOD OF THREE (3) YEARS (AS AND WHEN NEEDED)

TENDER NOTICE AND INVITATION TO TENDER

Vaal Central Board (Former Bloem Water) derives its primary mandate from the Water Services Act, Act 108 of 1997 and is, in terms of the Public Finance Management Act (PFMA), Act 1 of 1999, Schedule 3B, a National Government business entity, which reports to the Executive Authority, represented by the Minister of Water and Sanitation through the Department of Water and Sanitation (DWS).

Vaal Central is a Water Board with the mandate to provide water services to the Southern and Central areas of the Free State Province and the Northern Cape respectively to include the entire jurisdictional area that was previously serviced by Sedibeng Water as gazetted on 26 July 2022 by the minister of Water of Water and Sanitation.

Vaal Central Water accordingly invites interested Service Providers to tender for the following construction contract.

Scope of Works

The successful service provider will be required to perform the following services:

- Decommissioning of the old Fire Suppression and Detection System and provide Vaal Central Water Board with a disposal certificate in compliance with the Environmental Act.
- Supply, delivery, Installation and Commissioning of the new Fire Suppression and Detection System in line with the SANS 10139:2012.
- Development a Safety File which addresses the safety hazards related to the project.
- Development of a project management plan clearly indicating how the project is going to be carried out.
- Risk Management Plan indicating the possible risk, hazards, mitigation plan for the identified risks.
- Maintenance Plan which describes the activity that will be carried on the system for a period three (3) years.
- Servicing and Replacing of Fire Fighting Equipment.

Where bid documents can be obtained:

National Treasury Website – eTender Publication: www.etenders.gov.za

Vaal Central Water Website: www.vaalcentralwater.co.za

A compulsory briefing session with representatives of the employer will be take place on **Friday, 09 February 2024, 11h00** at **Vaal Central Water Boardroom, Head Office.**

The office address:

02 Mzuzu Street
Pellissier
Bloemfontein
9301

The service provider should in all respects comply with the conditions as set out below and as specified in the tender document. It is estimated that tenderers should have a CIDB Contractor Grading designation of **3 SF or higher**, in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, 2004. **Potentially emerging (PE)** enterprises who satisfy the criteria stated in the bid document may submit bid offers.

Only tenderers that satisfy the eligibility criteria stated in the tender document will be eligible to submit tenders.

Vaal Central Water promotes Broad Black Economic Empowerment. The name of the firm submitting the tender shall be clearly shown on all correspondence. An appointment will be made in terms of the approved Supply Chain Management Policy of the Board of Vaal Central Water.

Completed proposals must be addressed as below and deposited before **12:00** on Thursday, **29 February 2024** at the Tender Box situated at the Vaal Central Water Reception Area for Attention:

Supply Chain Management

Vaal Central Water,
2 Mzuzu Street,
Pellissier,
Bloemfontein,
9322

Each bidder must submit an envelope clearly marked **Contract No. VCW382/FIREPS/24: TENDER TO APPOINT OF TWO (2) SERVICE PROVIDERS FOR THE MAINTENANCE, AUDIT, REPAIR, AND UPGRADE OF EXISTING AND NEW FIRE PREVENTION SYSTEMS AT VAAL CENTRAL WATER BOARD SITES FOR A PERIOD OF THREE (3) YEARS (AS AND WHEN NEEDED)** with the bidder's name and address. The name of the firm submitting the tender shall be clearly shown on all correspondence. An appointment will be made in terms of the approved Supply Chain Management Policy of the Board of Vaal Central Water.

Tenders may only be submitted on the tender documentation that has been issued. **A two-envelope system will not be followed.**

Each proposal must be submitted in **1 separate envelope clearly marked:**

1. **BW316/UPSHRMP/22– Request for Proposal (RFP): TENDER TO APPOINT OF TWO (2) SERVICE PROVIDERS FOR THE MAINTENANCE, AUDIT, REPAIR, AND UPGRADE OF EXISTING AND NEW FIRE PREVENTION SYSTEMS AT VAAL CENTRAL WATER BOARD SITES FOR A PERIOD OF THREE (3) YEARS (AS AND WHEN NEEDED) – Technical Proposal and Financial Proposal.**

Proposals which are incomplete, filled incorrectly, or telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Should you do not receive any feedback from Vaal Central Water after 120 days of submission, consider your tender unsuccessful. Vaal Central Water reserves the right NOT to appoint any Service Provider or to withdraw this request for bids.

Service Providers who meet the specified quality criteria will be further evaluated in line with the Preferential Procurement Policy Framework Act (PPPFA) principle of 80/20. Vaal Central Water reserves the right not to award the tender to the highest scoring bidder.

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PROJECT NUMBER: VCW382/FIREPS/24

Technical Queries can be directed to:

Mr Samson Madonsela
SHEQ Department
Tel: 051 - 403 0800
Fax: 051 – 422 5333
Email: Samsonm@vcwater.co.za

Tender Administrative Queries can be directed to:

Mr T Khaeane or Mr L Moeketsi
Supply Chain Management
Tel: 051 - 403 0800
Fax: 051 – 422 5333
Email: thatok@vcwater.co.za or leratom@vcwater.co.za

NB: Service Providers to all departments, constitutional institutions and public entities listed in schedule 2 and 3 of the PFMA are required to self-register on the Central Supplier Database.

BID RESPONSE EVALUATION

The evaluation of responsive Bids shall be conducted by a panel appointed by the Company following a four-stage process as follows:

First Stage: Initial Screening (Pre-Qualification Criteria).

- **Completed Returnable documents**
- **Letter of good standing Compensation for occupational injuries and diseases act 130 of 1993 (as amended)**
- **Indemnity Insurance**

Suppliers not meeting the requirements of the Preferential Procurement Regulation requirements (PPR) are required to clearly identify any possible teaming arrangement which could be established with South African EME/QSE BBBEE compliant enterprises and which could result in significant Transfer of Technology and Skills development. Any workable plan to train and promote black businesses or individuals through meaningful participation in this project will be considered favorably by the Company during the Bid evaluation process.

Partnership must be in the form of Joint Ventures/Consortium/Partners Agreement between compliant B-BBEE and non-B-BBEE Organisation/or foreign supplier in order to meet the policy requirements. Failure to submit agreement will result in a disqualification.

Second Stage: Mandatory Requirements.

Mandatory Requirement	Comply/Do not Comply
The bidder shall provide Vaal Central Water Board with proof of a valid SAQCC qualified personnel with a minimum of 5 years' experience in the field of fire alarm & gas systems - Bidder must have technical personnel at commissioner level on both detection and gas. (Submit valid SAQCC permit/licence of relevant required services and CV to show the qualifications and number of years in the field) (Mandatory) .	
CIDB Grading Contractor of 3SF or higher (Mandatory) .	
Provide three (3) reference letters as proof of Previous similar experience with contactable references. References must be in a form of a signed reference letters on a client's business letterhead stating the scope and description of the services rendered, contract duration, with contact name, Contact number and position of the referee. Reference letters must not be older than 3 years by closing date of this RFP (Mandatory) .	

Bidders that fail to meet any mandatory requirement stipulated above will be disqualified and will not be evaluated further.

ELIGIBILITY CRITERIA

Only those Bidders who satisfy the following criteria are eligible to submit tenders:

The bidder's primary business is to provide supplies or services as per the bid invitation.

Accept that all returnable documents and schedules which are required to be certified are done so by a registered Commissioner of Oaths of the Republic of South Africa.

- a) The Employer will only enter into a formal contract with a tenderer who is registered on the **National Treasury Central Supplier Data Base**. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.
- b) The Bidder or any of its Directors is not listed on the **Register of Tender Defaulters** in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- c) Only **authorised signatories** may sign the original and all copies of the tender offer.
- d) **Valid tax compliance status** - Bidders shall be registered and in good standing with the South African Revenue Services (SARS) and should be able to submit an tax compliance pin status issued by SARS. Each party to a Consortium/Joint Venture should be able to submit a separate valid Tax compliance pin status and attach it to the schedule.
- e) **Standard Bidding Documents (SBD)**

The following standard SBD's should be completed (if applicable) legibly and in full in terms of the requirements of the Department of National Treasury of the Republic of South Africa:

SBD 1:	Invitation to bid and company information
SBD 3.3:	Pricing Schedule (Professional Services)
SBD 4:	Bidders Disclosure Form
SBD 6.1:	Preference Points Claim Form in Terms of the Terms of the Preferential Procurement Regulations 2022

- f) The Bidder should be able to submit the following:
 - Certified copy of certificate of Incorporation if Bidder is a company or;
 - Certified copy of founding statement if Bidder is a closed corporation or;
 - Certified copy of Partnership agreement if Bidder is a partnership or;
 - Certified copy of Identity document if Bidder is a one-man concern.
- g) Certified copy of **joint venture agreement** if Bidder is a joint venture.
- h) The Bidder should have the necessary **professional indemnity** insurance cover by a reputable insurer.
- i) Original (or certified copy) of **municipal rates clearance certificate** or a certified copy of the lease agreement with the lessor's municipal rates certificate - Not older than 3 months (Bloem Water reserves the right to conduct physical verification of premises).

- j) The Bidder should be able to attach certified proof of registration and in Good Standing with the Compensation Commissioner (**COIDA**) or with a licensed compensation insurer.

Third Stage: Functionality/Technical Evaluation

During this stage Bid response documentation will be evaluated against compliance to the Technical Specifications and obtaining the minimum qualifying threshold of **75%** to proceed to the Third Stage - Price/B-BBEE Evaluation.

Criteria	Measurement	Weighting
Company Experience and Service	Provide reference letters as proof of Previous similar experience with contactable references. References must be in a form of a signed reference letters on a client's business letterhead stating the scope and description of the services rendered, contract duration, with contact name, Contact number and position of the referee. Reference letters must not be older than 5 years by closing date of this RFP. 5 reference letters or more – 30 points 3 to 5 reference letters – 20 points 1 to 2 reference letters – 10 points	30
CVs And Qualifications	Tenderers shall submit resumes of key personnel, suitably qualified and experienced to execute the envisaged works to be dedicated to the project. Attach relevant qualifications - The resumes should demonstrate qualification required for the personnel to carry out the work. - The resume should also include similar work conducted by the personnel which can aid achieve the project objective Personnel qualifications relevant to fire qualifications i.e. SAQCC registered technician fire and gas system with 5 years' experience or more -10 points Personnel qualifications relevant to fire qualifications i.e. SAQCC registered technician fire and gas system less than 5 years' experience - 5 points	10

SABS	The production of reconditioned fire-fighting equipment. Part 1: Portable and wheeled (mobile) rechargeable fire extinguishers Part 2: Fire hose reels and above-ground hydrants	10
SANAS	Inspection of transportable refillable gas containers – Proof to be attached.	10
FPA	Registration with Fire Protection Association An association established to improve fire prevention and protection practises through the exchange of information and ideas and the dissemination of knowledge thus gained with the overall objective of reducing wastage of lives and property through the effects of fire.	10
Occupational Health and Safety File (OHS)	Submission of a fully compliant Health and safety file	5
Local economic participation Local of business, (proof of Municipal rates and taxes account or valid lease agreement accompanied by the lessor's municipal rates and taxes should be provided or proof of company's registration address)	Company located within the Vaal Central Water Board area of supply – 25 Points Company located outside the Vaal Central Water Board area of supply – 0 Points (Vaal Central Water Board reserves the right to inspect the Facilities)	25
Total		100
Threshold		75%

Fourth Stage: Price and B-BBEE Scoring

Bidders who meet the overall 75% threshold will be evaluated in terms of the 80/20 or 90/10 preference point system, where a maximum of 80/90 points are allocated for price and a maximum of 20/10 points are allocated in respect of Specific Goals of the Bidder.

FUNCTIONAL SPECIFICATION

The Fire Suppression system MUST cover the following areas and include the additional requirements listed below:

- Admin Offices in all Vaal Central Water Board Regions and strategic facilities;
- Stores in all Vaal Central Water Board Regions;
- UPS Room and Disaster Recovery Site;
- The fire suppression system must have the ability to be disabled at the ground floor entrance level. ie. gas bypass switch when the technical team is doing their maintenance before entering the building.
- The Fire detection systems must have communication panels at the Ground floor and the Radar Equipment room to be able to check, confirm alarms and silence or reset at BOTH areas.
- The Fire detection system must provide notification of all reportable detection and gas suppression events. The notification can be EITHER:
 - SMS notification for up to 10 configurable mobile numbers with full procedures and instruction to change configuration as per user requirement.
 - Email notification to Vaal Central Water Board staff for all reportable fire detection or suppression systems events. Full procedures and instructions for end user configuration of emails setup for notification.
- Fire detection and suppression system must suitably interface with the Radar WAGO systems via dry contact relay with normally open /normal closed configuration to provide the correct status at the RADAR Remote control computer system.
- UPS and generator room Cable trench fire suppression solution to installed as per assessment report.
- All regulatory and compliance requirement signage to be provided for all areas within the Radar site.

In describing the understanding of the work to be done, the potential service provider will:

- Explain their approaches to performing installation and commission of the system to be deployed.
- Demonstrate experience and expertise of the work to be done and compliance with applicable laws and regulations;
- Provide details of the core team;
- Maintain the core team throughout the duration of the contract;
- All system reports and drawings shall remain the property of Vaal Central Water Board;

- Service provider must ensure that staff will obtain and maintain Vaal Central Water Board security permits for access to Bloem Water premises for the duration of the contract.

Clause	Addition or Variation to Standard Conditions of Tender
1.3.2	Replace this sub-clause with the following: These Conditions of Bid, the Bid Data, List of Returnable Documents and Returnable Schedules which are required for bid evaluation purposes, shall form part of the Contract arising from the invitation to bid.
1.5 1.5.1	The Employer's right to accept or reject any tender offer Replace the contents of the clause with the following: The Employer may accept or reject any bid or portion thereof, variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but shall give reasons for such action
1.6.1	Replace the contents of the clause with the following: The Employer reserves the right, within unambiguous and justifiable reasoning, to not necessarily conclude a contract with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders. The Employer reserves the right to accept, where applicable, a part or portion of any bid or where possible accepts bids or proposals from multiple bidders.
2.1	Only those tenderers who satisfy the following criteria are eligible to submit tenders: The bidder's primary business is to provide supplies or services as per the bid invitation Accept that all returnable documents and schedules which are required to be certified are done so by a registered Commissioner of Oaths of the Republic of South Africa. a) The Employer will only enter into a formal contract with a tenderer who is registered on the National Treasury Central Supplier Data Base. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

b) CIDB registration and Grading

The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:

1- Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25 (7A) of the Construction Industry Development Regulations, for a level 3 SF are eligible to submit bids for this contract.

2- Contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of (a) above and who satisfy the following criteria:

the Employer is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the CIDB Specification for Social and Economic Deliverables in Construction Works Contracts; and

the Employer agrees to provide the financial, management or other support that is considered appropriate to enable the contractor to successfully execute that contract.

3- Joint ventures are eligible to submit bids provided that:

every member of the joint venture is registered with the CIDB within 10 days from the closing date of bids;

the lead partner has a contractor grading designation in the **3SF** or **2SF PE** class of construction work; and

The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum bidden for a **3SF** or **2SF PE** class of construction work

The Employer may, in its discretion, subject to the provision of Section 4(1)(d) of the State Tender Board Act (Act 86 of 1968), condone any failure to comply with the foregoing condition.

c) The tender has not failed to perform on any previous contracts and has been given a written notice to this effect.

d) The Tenderer or any of its Directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.

e) Only authorised signatories may sign the original and all copies of the tender offer where required in terms of Clause F.2.13.4 of these conditions of tender.

f) Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and should be able to submit a valid tax compliance pin issued by SARS. Each party to a Consortium/Joint Venture should be able to submit a separate valid Tax Clearance Certificate and attach it to the schedule.

g) The tenderer should be able to complete the Compulsory Enterprise Questionnaire and confirm that there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are not permitted to submit tenders or participate in the contract.

h) Standard Bidding Documents (SBD)

The following standard SBD's should be completed (if applicable) legibly and in full in terms of the requirements of the Department of National Treasury of the Republic of South Africa:

SBD1: Invitation to bid and company information

SBD4: Disclosure Forms

SBD 6.1: Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2022

F.2.2.1	Add the following to the clause: The Tender Document's deposit is non-refundable. Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the Employer or the Employer's agent (if required).
F.2.7	Add the following to the clause: Refer to the Tender Notice and Invitation to Tender (Section T1.1) for the compulsory site visit and clarification meeting information. Confirmation of attendance will be recorded on a register and tenderers must get the "Site Inspection Certificate" signed by the Employer's agent or Employer's agent's representative that is included in Section T2.1 of the Document. If a Tenderer fails to present a tender document in the meeting, arrangements must be made with the Employer's agent to complete the "Site Inspection Certificate" at the Employer's agent's convenience. Such a document will only be signed by the Employer's agent if the Tenderer's name is listed on the recorded register and the Tenderer's information is filled on "Site Inspection Certificate" (Section T2.1) Tender documents will not be made available at the site visit or clarification meeting. Detail relating to the collection of tender documents is indicated in the Tender Notice and Invitation to Tender (Section T1.1) Failure to fill in the attendance register and/or the "Site Inspection Certificate" will result in a disqualification. Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
F.2.8	Replace the contents of the clause with the following: Request clarification of the tender documents, if necessary, by notifying the Employer's official or the Employer's agent indicated in the tender notice and invitation to tender (section T1.1) in writing at least ten (10) working days before the closing time stated in clause 2.15.
F.2.11	Add the following to the clause: To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry. Corrections in terms of price may not be made by means of a correction fluid such as Tipp-Ex or a similar product. If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid may be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used the tender as a whole will not be considered. The bid will be rejected if corrections are not made in accordance with the above.
F.2.12	No alternative offers will be evaluated.

F2.13	Add the following to the clause: No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.
F.2.13.4	Add the following to the clause: Only authorised signatories may sign the original and all copies of the tender offer where required in terms of the tender data In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated. In case of a COMPANY submitting a tender, include a certified copy of the Certificate of Incorporation of such company shall, together with a <u>resolution by its board of directors</u> authorising a director or other official of the company to sign the documents on behalf of the company. In the case of a CLOSED CORPORATION submitting a tender, include a certified copy of the Founding Statement of such corporation, together with a <u>resolution by its members</u> authorising a member or other official of the corporation to sign the documents on each member's behalf. In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <u>proof of such authorisation</u> shall be included in the Tender. In the case of a JOINT VENTURE submitting a tender, include <u>a resolution</u> of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture."
F.2.13.5	Add the following to the clause: Refer to the Tender Notice and Invitation to Tender (Section T1.1) for the Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: Tender Box Physical address: Ground Floor Main Entrance, 2 Mzuzu Street, Pellissier, Bloemfontein, 9300 Identification details: Tender number: VCW382/FIREPS/24 Title of tender: Tender To Appoint Of Two (2) Service Providers For The Maintenance, Audit, Repair, And Upgrade Of Existing And New Fire Prevention Systems At Vaal Central Water Board Sites For A Period Of Three (3) Years (As And When Needed). Sealed tenders with the Tenderer's name and address and the endorsement "TENDER NO. VCW382/FIREPS/24 - Tender To Appoint Of Two (2) Service Providers For The Maintenance, Audit, Repair, And Upgrade Of Existing And New Fire Prevention Systems At Vaal Central Water Board Sites For A Period Of Three (3) Years (As And When Needed) on the envelope, must be placed in the appropriate official tender box at the abovementioned address.
F.2.13.6	A two-envelope procedure will NOT be followed.

F.2.13.10	Add the following new clause: Accept that all conditions, which are printed or written upon any stationary used by the tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned. The offer part of C1.1 Form of Offer and Acceptance, the tenderer declares that all information provided in the tender submission is true and correct.																		
CLAUSE	Variation and /or Addition to Standard Condition of Tender																		
F.2.13.11	Add the following new clause: Accept that the Employer shall in the evaluation of tender offers take due account of the tenderer’s past performance in the execution of similar Projects of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period.																		
F.2.14	Add the following to the clause: The Tenderer is required to enter information in the following sections of the document: <table><tr><td>Section T2</td><td>:</td><td>Returnable Documents and Schedules</td></tr><tr><td>Section C1.1</td><td>:</td><td>Form of Offer and Acceptance</td></tr><tr><td>Section C1.2</td><td>:</td><td>Contract Data</td></tr><tr><td>Section C2.2</td><td>:</td><td>Bill of Quantities</td></tr><tr><td>Section C2.3</td><td>:</td><td>Summary of Schedules</td></tr><tr><td>Section C2.4</td><td>:</td><td>Bank Details</td></tr></table> The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer. The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer. The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the tender offer.	Section T2	:	Returnable Documents and Schedules	Section C1.1	:	Form of Offer and Acceptance	Section C1.2	:	Contract Data	Section C2.2	:	Bill of Quantities	Section C2.3	:	Summary of Schedules	Section C2.4	:	Bank Details
Section T2	:	Returnable Documents and Schedules																	
Section C1.1	:	Form of Offer and Acceptance																	
Section C1.2	:	Contract Data																	
Section C2.2	:	Bill of Quantities																	
Section C2.3	:	Summary of Schedules																	
Section C2.4	:	Bank Details																	
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.																		
F.2.16	The tender offer validity period is 60 days. Add the following to the clause: If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.																		

CLAUSE	Variation and /or Addition to Standard Condition of Tender
F.2.17	Replace the contents of the clause with the following: Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors resulting from the product of the unit rate and the quantity by the adjustment of certain line item totals. No change in the unit rate or prices or substance of the tender offer is sought, offered, or permitted. The total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals and shall be binding upon the tenderer. Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.
F.2.18.1	Add the following to the clause: Accept that the Employer or his agent, reserves the right to approach the tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.
F.2.23	Refer eligibility criteria as specified in Clause F.2.1.1, information and data to be completed in all respects as per Clause F.2.14, and the test for responsiveness as specified in Clause F.3.8.1
F.3	EMPLOYER'S UNDERTAKINGS
F.3.1.1	Replace the contents of the clause with the following: Respond to a request for clarification received up to ten working days before the Tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents within seven working days of the same date.
CLAUSE	Variation and /or Addition to Standard Condition of Tender
F.3.4	Opening of tender submissions <i>Add the following to F.3.4.1:</i> The time and location for opening of the tender offers is: Time: Tenders will be opened immediately after the closing time (12:00) for receipt of tenders as stated in the Tender Notice and Invitation to Tender, or as stated in any Addendum extending the closing date. Location: Tender Submission Office, Vaal Central Water Ground Floor Main Entrance, 2 Mzuzu Street, Pellissier, Bloemfontein, 9300

F.3.8.1	Test for responsiveness A responsive tender will be evaluated in terms of the following: Accept that failure to comply with any one of this requirements, shall result in a tender offer being regarded as non-responsive • The eligibility requirements. • All required documents signed by the authorised signatories. • Acknowledge addenda. • Information and Data required to be Completed ○ T2 Returnable Documents and Schedules ○ T2.1 Returnable Schedules required for tender evaluation Purposes. C1 Contract Data Section C1.1: Form of Offer Section C1.2: Contract Data ○ C2 Pricing Data Section C2.2: Bill of Quantities Section C2.3: Summary of Bill of Quantities Section C2.4: Banking Details
F.3.9.3	Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner describe in F3.9
F.3.11.1	Evaluation of tender offers Add the following to the clause: The procedure for the evaluation of responsive tenders is: 1. Functionality(Quality);and 2. Price <u>Functionality (Quality)</u>: will be assessed in accordance with F3.11.9. The Contractor must score at least 70 points for functionality (quality) to qualify for further adjudication. <u>Price</u>: Evaluation of tender offers will be done in accordance with F3.11.3 Apply Method 2: Financial offers and Preference. Where a maximum of 80 tender adjudication points be awarded for price and a maximum of 20 points for Specific Goals. Refer to PFMA act 1 of 1999, PPPFA act 5 of 2000 and the Preferential Procurement Regulations (PPR) 2022
CLAUSE	Variation and /or Addition to Standard Condition of Tender
F3.12	Replace the contents of the clause with the following: If requested by any Tenderer, submit for the tenderers' information the policies or certificates of insurance (or both) which the conditions of contract identified in the contract data required the employer to provide.

F3.16	Notice to unsuccessful tenderers <i>Replace the heading above with:</i> Notice to successful and unsuccessful tenderers
F3.16.1	Add the following to the clause: Before accepting the tender of the successful tenderer the Employer shall notify the successful tenderer in writing of the decision of the Employer to award the tender to the successful tenderer. The Employer shall, at the same time as notifying the successful tenderer of the Employer's decision to award the tender to the successful tenderer, also publish tender results on the relevant Websites.
F.4	ADDITIONAL CONDITIONS APPLICABLE TO THIS TENDER
F 4.1	Negotiations with preferred tenderers The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation: a) Does not allow any preferred tenderer a second or unfair opportunity. b) Is not to the detriment of any other tenderer; and c) Does not lead to a higher price than the tender as submitted.
F4.2	Compliance with Occupational Health and Safety Act 85 of 1993 In this regard the Tenderer shall submit with his tender, appended to Schedule 14: Health and Safety Plan in T2.2 : Returnable Schedules, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details: (1) Management Structure (2) Health and Safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications. (3) Regular monitoring procedures to be performed. (4) Regular liaison, consultation and review meetings with all parties. The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.3 of the Contract Data) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract.

F4.3	Claims arising after submission of Tender No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have: 1) read and fully understood the whole text of the Scope of Work and pricing data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract, 2) visited the site of the proposed works, carefully examined existing conditions, the means of access to the Site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby, and 3) Requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer. Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the pricing data contain any obvious errors, the Tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.
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F4.4	Requests for contract documents, or parts thereof, in electronic format The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following: (a) The electronic version shall not be regarded as a substitute for the issued tender documents. (b) The Employer shall not accept tenders submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender document shall be considered. (c) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document. (d) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender document as contemplated in F.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract. In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.
CLAUSE	Variation and /or Addition to Standard Condition of Tender

F4.5	Combating abuse of the Supply Chain Management Policy In terms of its Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its Directors has: a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months; b) failed, during the last five years, to perform satisfactorily on a previous contract with the Employer or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory; c) abused the supply chain management system of the Employer or has committed any improper conduct in relation to this system; d) been convicted of fraud or corruption during the past five years; e) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or f) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.
Clause	Addition or Variation to Standard Conditions of Tender
2.11	Replace the last sentence of the clause with the following: To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry. Corrections in terms of price may not be made by means of a correction fluid such as Tipp-Ex or a similar product. If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid may be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used the bid as a whole will not be considered. Tampering with or taking the documents apart is strictly prohibited."
2.12.1	Add the following to the clause: All alternative tender offers shall be referred to in Section T2.2.1 – Alterations to Tender
2.13.2	Replace the contents of the clause with the following: Return the complete set of documents as listed in the Tender Data with all the required information supplied and completed in all respects. All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.
2.13.3	Only one (1) original bid offer is required. It is recommended that all pages be numbered.

2.13.4	Add the following to the clause: Only authorised signatories may sign the original and all copies of the bid offer where required in terms of 2.13.3. <u>Accept that failure to submit proof of authorisation to sign the bid shall result in a Bid Offer being regarded as non-responsive.</u> In the case of a ONE-PERSON CONCERN submitting a bid, this shall be clearly stated. In case of a COMPANY submitting a bid, include a certified copy of the Certificate of Incorporation of such company, together with a resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company. In the case of a CLOSED CORPORATION submitting a bid, include a certified copy of the Founding Statement of such corporation, together with a resolution by all its members authorising a member or other official of the corporation to sign the documents on each member's behalf. In the case of a PARTNERSHIP submitting a bid, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such authorisation/resolution by partners shall be included in the Bid. In the case of a JOINT VENTURE submitting a bid, include a certified copy of the Certificate of Incorporation or Founding Statement or Partnership (as applicable) of each Joint Venture member, a draft Joint Venture Agreement and a resolution of each Joint Venture member authorising an official to sign documents on behalf of the Joint Venture member (in accordance with the requirements above) and a resolution by all Joint Venture members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture.
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Clause	Addition or Variation to Standard Conditions of Tender
2.13.6	A two-envelope procedure will not be followed.
2.13.10	Add the following sub- clause 2.13.10: Accept that all conditions, which are printed or written upon any stationary used by the Bidder for the purpose of or in connection with the submission of a bid offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.
2.14	Add the following to the clause: The Bidder is required to enter information in the following sections of the document: Section T2.2 : Returnable Schedules Section C1.1 : Form of Offer and Acceptance Section C1.2 : Contract Data (Part 2) Section C1.3 : Form of Guarantee Section C1.4 : Health and Safety Agreement Form Section C2.2 : Bill of Quantities Section C2.3 : Summary of Schedules Section C2.4 : Banking Details The above sections shall be signed by the Bidder (and witnesses where required). Individual pages should only be initialled by the successful Bidder and by the witnesses after acceptance by the Employer of the Bid Offer. The Bidder shall complete and sign the Form of Offer prior to the submission of a Bid Offer. The Schedule of Deviations (if applicable) shall be signed by the successful Bidder after acceptance by the Employer of the Bid Offer. Accept that failure on the part of the Bidder to submit any one of the Returnable Documents listed in clauses 2.13 and 2.23 within the period stipulated, shall be just cause for the Employer to consider the Bid offer as being regarded as non-responsive. Accept that the Employer shall in the evaluation of bid offers take due account of the Bidder's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Employer's Agent as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.2.2 of contracts of a similar nature and magnitude which they have successfully executed in the past. Accept that the Employer is restricted in accordance with clause 5 (1) of the Construction Regulations, 2014, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety (as required in clause 2.23) shall be regarded as justifiable and compelling reasons not to accept the Bid Offer of the Bidder scoring the highest number of bid evaluation points.
2.15.1	Add the following to the clause: The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
2.16.1	The bid offer validity period is 90 days .
2.16.1	Add the following to the clause: If the bid validity expires on a Saturday, Sunday or public holiday, the bid shall remain valid and open for acceptance until the closure of business on the following working day.

Clause	Addition or Variation to Standard Conditions of Tender
2.16.5	Add the following new clause: Accept that should the Bidder unilaterally withdraw his bid during the bid validity period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable bid for the Works from those received, or to call for fresh bids, or to otherwise arrange for execution of the Works, and the Bidder shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the bid withdrawn (as corrected in terms of clause 3.9 of the Conditions of Bid) and any less favourable bid accepted by the Employer, or the difference between the bid withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.
F2.17	Clarification of tender offer after submission Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors resulting from the product of the unit rate and the quantity by the adjustment of certain line item totals. No change in the unit rate or prices or substance of the tender offer is sought, offered, or permitted. The total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals and shall be binding upon the tenderer. Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.
2.18.1	Add the following to the clause: Accept that if requested, the Bidder shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition. Accept that the Employer or his agent, reserves the right to approach the Bidder's banker or guarantor(s) as indicated in the bid document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Bidder or of the individual member of such venture.
2.22	Return all retained bid documents prior to the closing time for the submission of Bid Offers.
2.23	Refer eligibility criteria as specified in clause F2.1.1, information and data to be completed in all respects as per clause F.2.14, and the test for responsiveness as specified in clause F3.8.1.
2.24 (New clause)	Add new clause: Accept that no Bidder shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Employer's Agent in respect of his bid, after the opening of the bids but prior to the Employer arriving at a decision thereon. No Bidder shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of bids.

Clause	Addition or Variation to Standard Conditions of Tender
2.25 (New clause)	Add new clause: Accept that the Employer is prohibited to award a bid to a person:- a) who is in the service of the State; or b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the State; or c) a person who is an advisor or consultant contracted with the municipality or municipal entity. "In the service of the State" means to be – a) a member of – • any Municipal Council; • any provincial legislature; or the National Assembly or the National Council of Provinces; b) a member of the board of directors of any municipal entity; c) an official of any municipality or municipal entity; d) an employee of any national or provincial department; e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); f) a member of the accounting authority of any national or provincial public entity; or an employee of Parliament or a provincial legislature.
2.26 (New clause)	Add new clause: Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R 2 000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause 2.25), or has been in the service of the state in the previous twelve months, including – a) the name of that person; b) the capacity in which that person is in the service of the state; and c) the amount of the award. In order to give effect to the above, the questionnaire for the declaration of interests in the bid of persons in service of state in Section T2.2 must be completed.
3.1	Replace the contents of the clause with the following: Respond to a request for clarification received up to seven (7) working days before the closing time stated in the Bid Data and notify all Bidders who collected procurement documents within two (2) working days of the same date.
3.4	Bids will be opened immediately after the closing time for bids, at the same venue.
3.8.1	Test for responsiveness A responsive tender will be evaluated in terms of the following: Accept that failure to comply with any one of this requirements, shall result in a tender offer being regarded as non-responsive • the eligibility requirements of Clause F2.1.1, • attendance at the clarification meeting as per Clause F2.7, • all required documents signed by the authorised signatories as per Clause F2.13.4, • acknowledge addenda as per Clause F3.2 • Information and Data required to be Completed in all respects as per Clause F.2.14

Clause	Addition or Variation to Standard Conditions of Tender
3.9	Replace the contents of the clause with the following: Check responsive bid offers for arithmetical errors, correcting them in the following manner: - Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. - If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line-item total shall be corrected. - Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the Bidder's addition of prices, the corrected total of the prices shall govern. - Where there is a discrepancy between the amount indicated in the Bidder's bid offer and the corrected amount obtained after completing the above steps, the corrected amount shall govern. Notify a Bidder upon written request received after the closing date of bids of all arithmetical errors made by that particular bidder. Consider the rejection of a bid offer if the Bidder does not accept the correction of the arithmetical errors in the manner described above.
3.11	The Bid will be evaluated based on the pre-qualification requirement as described in the Preferential Procurement Policy Framework 2022, Regulation 4 that requires Bids to sub-contract 30% of the contract value for Bids above R 30 million. Following the evaluation of the pre-qualification requirement above, Functionality, Price and Preference will be used to evaluate all responsive Bid Offers, as follows: - Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality. Evaluate bids that have achieved the minimum qualification score for functionality in terms of the following items b, c, and d - Score bid evaluation points for price - Score points for B-BBEE contribution - Add the points scored for price and B-BBEE to obtain the total number of points scored. Bidder must subcontract a minimum of 30% of the value of the contract to an EME or QSE/s that is a minimum 51% black owned. The following evidence must be submitted: - A signed subcontracting agreement stipulating the percentage to be subcontracted. - CSD report/s for subcontractor/s. - CIDB Registration for subcontractor/s where CIDB related works are subcontracted, each subcontractor must also be registered with the appropriate CIDB grading in accordance with the value of work to be undertaken by that subcontractor, or are capable of being so prior to the evaluation of submission, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the CIDB grading of this bid , in accordance with CIDB prescripts. Where the CIDB requirement for sub-contracted work is not met, this test for responsiveness has not been met. - Proof of B-BBEE status for subcontractor/s.

	Price Analysis Vaal Central Water uses a Financial Tolerance Range also referred to as standard deviation to in order to assess how reasonable the market response prices are (the consultant estimate). These ranges will assist with eliminating bid prices that are deemed to be excessively high or low to complete the works. The higher limit ensures that Vaal Central Water does not pay more than it believes the value of service or goods is worth, and the lower limit ensures that Vaal Central Water is not exposed to risk of work not being completed or prices increasing subsequent to the award because the award price was too low to complete said scope. The financial tolerance range for this bid is -20% to +20%.
	Objective Criteria Vaal Central Water shall apply objective criteria in accordance with the PPPFA. Rotation of suppliers for bids will be done on the following conditions: a) Aggregate value of R250 million (inclusive of all taxes) awarded. b) Where an award to be made to the supplier results in the cumulative value exceeding the rotation threshold for bids, that award can be made which will constitute the last award to the supplier in the financial year. c) As its objective criteria, Vaal Central Water shall therefore not award to a Bidder that scores the highest points, if such Bidder has already exceeded the rotation threshold for bids. In making the determination on the aggregate value of work awarded to a supplier, Vaal Central Water shall consider the supplier's relations and as such, where Vaal Central Water had awarded work to entities and/or persons that are related and/or inter-related to the supplier, the value of such awards shall be used as a measure of assessing the aggregate value of the work awarded

Clause	Addition or Variation to Standard Conditions of Tender
	Only Bidders scoring a minimum of 75 of a 100 points will be considered for further evaluation. The points scoring for price and B-BBEE contribution will be a function of the financial value in accordance with: a) Clause 3.11.3 where the financial value inclusive of VAT of one or more responsive bid offers equals or is less than R50 000 000; or b) Clause 3.11.4 where the financial value inclusive of VAT of all responsive bids received have a value in excess of R50 000 000.

3.11.3

Add the following sub-clause:

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million will apply.

- a) The following formula must be used to calculate the points for price in respect of bids (including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R50 000 000 (all applicable taxes included):

$$\left[1 - \frac{Pt - P_{min}}{P_{min}} \right]$$

$$Ps = 80 \times$$

Where:

Ps = Points scored for comparative price of bid or offer under consideration;

Pt = Comparative price of bid or offer under consideration; and

P_{min} = Comparative price of lowest acceptable bid or offer.

- b) An employer of state may apply the formula in paragraph (a) for price quotations with a value less than R30 000, if and when appropriate
- c) Subject to subparagraph (d), points must be awarded to a bid for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- d) A maximum of 20 points may be allocated in accordance with subparagraph (c).

Clause	Addition or Variation to Standard Conditions of Tender																				
3.11.4	Add the following sub-clause: The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million. a) The following formula must be used to calculate the points for price in respect of bids (including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R50 000 000 (all applicable taxes included): $\left[1 - \frac{Pt - P_{min}}{P_{min}} \right]$ $Ps = 90 \times$ Where: Ps = Points scored for comparative price of bid or offer under consideration; Pt = Comparative price of bid or offer under consideration; and P_{min} = Comparative price of lowest acceptable bid or offer. b) An employer of state may apply the formula in paragraph (a) for price quotations with a value less than R30 000, if and when appropriate c) Subject to subparagraph (d), points must be awarded to a bid for attaining the B-BBEE status level of contributor in accordance with the table below: <table border="1"> <thead> <tr> <th>B-BBEE status level of contributor</th><th>Number of points</th></tr> </thead> <tbody> <tr> <td>1</td><td>10</td></tr> <tr> <td>2</td><td>9</td></tr> <tr> <td>3</td><td>8</td></tr> <tr> <td>4</td><td>5</td></tr> <tr> <td>5</td><td>4</td></tr> <tr> <td>6</td><td>3</td></tr> <tr> <td>7</td><td>2</td></tr> <tr> <td>8</td><td>1</td></tr> <tr> <td>Non-compliant contributor</td><td>0</td></tr> </tbody> </table> d) A maximum of 10 points may be allocated in accordance with subparagraph (c).	B-BBEE status level of contributor	Number of points	1	10	2	9	3	8	4	5	5	4	6	3	7	2	8	1	Non-compliant contributor	0
B-BBEE status level of contributor	Number of points																				
1	10																				
2	9																				
3	8																				
4	5																				
5	4																				
6	3																				
7	2																				
8	1																				
Non-compliant contributor	0																				
3.16.2	Replace the contents of the clause with the following: Notice of non-acceptance of bid will not be sent to individual unsuccessful Bidders. Particulars of the accepted bid can be obtained from the employer's agent.																				
3.17	The successful Bidder shall receive one copy of the signed contract.																				

Clause	Addition or Variation to Standard Conditions of Tender
4.3	General Supply Chain Management conditions applicable to tenders In terms of its Supply Chain Management Policy the Employer may not consider a tender unless the provider who submitted the tender: a) has furnished the Employer with that provider's: ☐ full name; ☐ identification number or company or other registration number; and ☐ tax reference number and VAT registration number, if any; ☐ Certificate of attendance at a compulsory site inspection, where applicable. b) has indicated whether: ☐ the provider is in the service of the state, or has been in the service of the state in the previous twelve months; ☐ the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months; or ☐ whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months. Irrespective of the procurement process followed, the Employer is prohibited from making an award to a person: ☐ who is in the service of the state; ☐ if the person is not a natural person, a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state; or In this regard, Bidders shall complete Schedule 1, Part T2.2: Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the tender not being considered.
F4.4	Combating abuse of the Supply Chain Management Policy In terms of its Supply Chain Management Policy, the Employer may reject the tender of any Bidder if that Bidder or any of its directors has: b) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months; b) failed, during the last five years, to perform satisfactorily on a previous contract with the Employer or any other organ of state after written notice was given to that Bidder that performance was unsatisfactory; c) abused the supply chain management system of the Employer or has committed any improper conduct in relation to this system; d) been convicted of fraud or corruption during the past five years; e) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or f) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector. In this regard, Bidders shall complete Schedule 2 and 4, Part T2.2: Returnable Schedules: Certificate of Independent Tender Determination and Declaration in terms of the Public Finance Management Act. Failure to complete these schedules may result in the tender not being considered.

Clause	Addition or Variation to Standard Conditions of Tender
F.4.8	Claims arising after submission of tender No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything contained in the Conditions of Contract and Scope of Work, will be admitted by the Employer after the submission of any tender and the Bidder shall be deemed to have: 1) Fully understood the Conditions of Contract. 2) Read and fully understood the whole text of the Scope of Work and thoroughly acquainted him with the nature of the works proposed and generally of all matters which may influence the Contract. 3) Visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Employer or other Authorities in regard to access and transport of materials, plant and equipment to and from the site and made the necessary provisions for any additional costs involved thereby. 4) Requested the Employer or his duly authorised agent to make clear the actual requirements of anything contained in the Scope of Work, the exact meaning or interpretation of which is not clearly intelligible to the Bidder.
F.4.10	Requests for contract documents, or parts thereof, in electronic format The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the Bidder, upon written request in terms of this clause, subject to the following: (e) The electronic version shall not be regarded as a substitute for the issued tender documents. (f) The Employer shall not accept tenders submitted in electronic format. Bidders may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender document shall be considered. (g) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Bidders are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document. (h) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender document as contemplated in F.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such Bidder allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract. (i) In requesting the electronic version of the tender document or parts thereof, the Bidder is deemed to have read, understood and accepted all of the above conditions.

PROJECT DESCRIPTION: TENDER TO APPOINT OF TWO (2) SERVICE PROVIDERS FOR THE MAINTENANCE, AUDIT, REPAIR, AND UPGRADE OF EXISTING AND NEW FIRE PREVENTION SYSTEMS AT VAAL CENTRAL WATER BOARD SITES FOR A PERIOD OF THREE (3) YEARS (AS AND WHEN NEEDED)



PROJECT NUMBER: VCW382/FIREPS/24

SBD 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	VCW382/FIREPS/24	CLOSING DATE:	29 February 2024	CLOSING TIME:	12:00
DESCRIPTION	TENDER TO APPOINT OF TWO (2) SERVICE PROVIDERS FOR THE MAINTENANCE, AUDIT, REPAIR, AND UPGRADE OF EXISTING AND NEW FIRE PREVENTION SYSTEMS AT VAAL CENTRAL WATER BOARD SITES FOR A PERIOD OF THREE (3) YEARS (AS AND WHEN NEEDED)				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

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

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					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		☐ Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes
		☐ No			☐ No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		☐	A REGISTERED AUDITOR		
		☐	NAME:		

[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]

PROJECT DESCRIPTION: TENDER TO APPOINT OF TWO (2) SERVICE PROVIDERS FOR THE MAINTENANCE, AUDIT, REPAIR, AND UPGRADE OF EXISTING AND NEW FIRE PREVENTION SYSTEMS AT VAAL CENTRAL WATER BOARD SITES FOR A PERIOD OF THREE (3) YEARS (AS AND WHEN NEEDED)



PROJECT NUMBER: VCW382/FIREPS/24

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 BELOW]
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

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 ONLINE
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A

PROJECT DESCRIPTION: TENDER TO APPOINT OF TWO (2) SERVICE PROVIDERS FOR THE MAINTENANCE, AUDIT, REPAIR, AND UPGRADE OF EXISTING AND NEW FIRE PREVENTION SYSTEMS AT VAAL CENTRAL WATER BOARD SITES FOR A PERIOD OF THREE (3) YEARS (AS AND WHEN NEEDED)



PROJECT NUMBER: VCW382/FIREPS/24

SEPARATE PROOF OF TCS / 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.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Supply Chain Management

Tel: 051 - 403 0800

Fax: 051 – 422 5333

Email: thatok@vcwater.co.za
leratom@vcwater.co.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Mr Samson Madonsela

SHEQ Department

Tel: 051-403 0800

Fax: 051-422 5333

E-mail: samsonm@vcwater.co.za

PRICING SCHEDULE

(Professional Services)

NAME OF BIDDER:

Item No	Description	Quantity	Price Including VAT
1	Inspection of Yard and Building Firefighting Equipment	1	
2	Pressure Test	1	
3	Hydrostatic Test	1	
4	Installation Fee	1	
5	CO2 Uni Bracket Large	1	
6	J Bracket	1	
7	Co2 Extinguisher Steel 2Kg	1	
8	CO2 Extinguisher Steel 5Kg	1	
9	Extinguisher Safety Pin	1	
10	CO2 Horn Fixed 2Kg	1	
11	CO2 Horn Swing 2Kg	1	
12	CO2 Horn & Hose 5Kg	1	
13	CO2 Instruction Labels	1	
14	CO2 Head	1	
15	DCP Extinguisher 4.5 Kg	1	
16	DCP Extinguisher 9 Kg	1	
17	DCP Gauge with O- Ring	1	
18	DCP Gauge	1	
19	DCP Valve Large	1	
20	DCP Discharge Hose 9Kg	1	
21	DCP Discharge Hose 4.5 Kg	1	
22	DCP Instruction Label	1	
23	Extinguisher Backboard Large 750mm	1	
24	DCP Extinguisher Box Steel Single 4.5Kg	1	
25	DCP Extinguisher Box Steel Single 9Kg	1	
26	Hydrant Valve 65mm Tamper Proof	1	
27	Hydrant Clack Washer 65mm	1	
28	Hydrant Clack Washer 65mm Woodlands	1	
29	Hydrant Lip Washer 65mm	1	
30	Hydrant Cobra Lay flat Hose White 65mmX30mm	1	
31	Hydrant Straight Thru Nozzle 65mmX16mm	1	
32	Hose Reel Frame	1	
33	Hose Reel PVC Hose 20mmX30m	1	

PROJECT NUMBER: VCW382/FIREPS/24

34	Hose Reel Nozzle	1	
35	Hose Reel CP Valve Complete	1	
36	Hose Reel CP Valve Handle	1	
37	Hose Reel Guide	1	
38	Hose Clamp	1	
39	Hose Reel Water Way O- Ring	1	
40	Hose Reel Gland Packing	1	
41	Hose Reel Water Way	1	
42	Hose Reel Instruction Label	1	
43	DCP O- Ring	1	
44	Hose Reel Union	1	
45	Hose Reel Nipple	1	
46	Sign ABS 190x190	1	
47	Sign ABS 290x290	1	
48	Sign Photolum 190x190	1	
49	Sign Photolum 290x290	1	
50	5kg CO2 Cabinet	1	
51	Super sound Complete	1	
51	Cabinet key	1	
52	Cabinet Log	1	
53	Cabinet Glass	1	
54	Hydrant 4 Way Key	1	
55	Hydrant Hose Cabinet	1	
56	Addressable smoke detection installation	1	
57	Decommissioning, commissioning and support of fire suppression	1	
		TOTAL	

Servicing of Fire Equipment for a Period of Three Years

Item No	Description	Quantity	Unit of Measure	Price Year 1 Incl. VAT	Price Year 2 Incl. VAT	Price Year 3 Incl. VAT
1.	REFILLING FIRE EXTINGUISHER TYP DCP, 4.5 KG.	1	EA			
2.	REFILLING FIRE EXTINGUISHER; TYP DCP, 9Kg.	1	EA			
3.	SERVICING HYDRATS	1	EA			
4.	SERVICING HOSE REELS	1	EA			
5.	REFILLING FIRE EXTINGUISHER TYP CO2, 5KG.	1	EA			
6.	REFILLING FIRE EXTINGUISHER TYP CO2, 2.5 KG.	1	EA			
7.	REFILLING FIRE EXTINGUISHER TYP CO2, 1.5 KG.	1	EA			
8.	REFILLING FIRE EXTINGUISHER TYP CO2, 6.8 KG.	1	EA			

PROJECT DESCRIPTION: TENDER TO APPOINT OF TWO (2) SERVICE PROVIDERS FOR THE MAINTENANCE, AUDIT, REPAIR, AND UPGRADE OF EXISTING AND NEW FIRE PREVENTION SYSTEMS AT VAAL CENTRAL WATER BOARD SITES FOR A PERIOD OF THREE (3) YEARS (AS AND WHEN NEEDED)



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9.	SERVICING FIRE EXTINGUISHER TYP DCP, 4.5 KG.	1	EA			
10.	SERVICING FIRE EXTINGUISHER; TYP DCP, 9Kg.	1	EA			
11.	REPLACING HYDRAT HEAD	1	EA			
12.	SERVICING FIRE EXTINGUISHER TYP CO2, 5KG.	1	EA			
13.	SERVICING FIRE EXTINGUISHER TYP CO2, 2.5 KG.	1	EA			
14.	SERVICING FIRE EXTINGUISHER TYP CO2, 1.5 KG.	1	EA			
15.	SERVICING FIRE EXTINGUISHER TYP CO2, 6.8 KG.	1	EA			
16.	Smoke detection service	1	EA			
TOTAL						

SBD 3.3

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:BID NO.:

CLOSING TIME 12:00

CLOSING DATE: **29 February 2023**

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
-----	R-----	R-----
-----	R-----	R-----
-----	R-----	R-----
-----	R-----	R-----
-----	R-----	R-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	-----days
-----	R-----	-----days
-----	R-----	-----days
-----	R-----	-----days
-----	R-----	-----days

PROJECT NUMBER: VCW382/FIREPS/24

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	-----	-----	R-----
-----	-----	-----	R-----
-----	-----	-----	R-----
-----	-----	-----	R-----
-----	-----	-----	R-----

TOTAL: R.....

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

5.2 Other expenses, for example accommodation (specify, e.g. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	-----	-----	R-----
-----	-----	-----	R-----
-----	-----	-----	R-----
-----	-----	-----	R-----

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid

.....

7. Estimated man-days for completion of project

.....

8. Are the rates quoted firm for the full period of contract? *YES/NO

PROJECT NUMBER: VCW382/FIREPS/24

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index

.....

.....

.....

.....

SBD 4

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

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.

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 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.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

I 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

SBD 6.1

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

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

determine the applicable preference point system; or

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

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

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

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

CATEGORIES OF PEOPLE HISTORICALLY DISADVANTAGED INDIVIDUALS	Requirements	Number of points(80/20 system)	Number of points allocated (80/20 system) (To be completed by the Tenderer)				
Blacks and people who had no franchise on national elections before 1994 constitution (more than 50% ownership)	Certified ID copy and CIPC registration/ CSD report	5					
Women (more than 50% ownership)	Certified ID copy and CIPC registration/ CSD report	5					
Youth (more than 50% ownership)	Certified ID copy and CIPC registration/ CSD report	3					
People with disability (more than 50% ownership)	Medical report sanctioned by qualified professional and CIPC registration/ CSD report	3					
				CATEGORIES OF RDP GOALS			
Promotion of BBBEE companies	Sworn affidavits/ CIPC/ BBBEE certificate	4	BBBEE level	1	2	3	4+
			Points(80/20)	4	3	1	0
			Please tick applicable column				
Total Points							

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:

.....

.....

.....

STANDARD CONDITIONS OF TENDER

1. GENERAL

1.1 Actions

1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in item 2 and 3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract

1.2 Tender documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

1.3 Interpretation

1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

1.5 The Employer's right to accept or reject any tender offer

1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.

1.5.2 The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

1.6 Procurement procedures

1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to 3.13, be concluded with the tenderer who in terms of 3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

1.6.2 Competitive negotiation procedure

1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of 3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of 3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive

negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of 2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

1.6.2.4 The contract shall be awarded in accordance with the provisions of 3.11 and 3.13 after tenderers have been requested to submit their best and final offer.

1.6.3 Proposal procedure using the two stage-system

1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

1.6.3.2 Option 2

1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

2. TENDERER'S OBLIGATIONS

2.1 Eligibility

- 2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
- 2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

2.2 Cost of tendering

- 2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.
- 2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest version of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

2.7 Site visit and clarification meeting

Attend, where required, a site visit and clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply, and raise questions. Details of the meeting(s) are stated in the tender data.

2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

2.10 Pricing the tender offer

2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or alterations or additions necessary to correct errors made by the tenderer.

All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

2.12 Alternative tender offers

2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

2.13 Submitting a tender offer

2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in

- the contract data and described in the scope of works, unless stated otherwise in the tender data.
- 2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- 2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- 2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- 2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- 2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- 2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

2.14 Information and data to be completed in all respects

Accept that the tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as being non-responsive.

2.15 Closing time

- 2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

- 2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the conditions of tender apply equally to the extended data.

2.16 Tender offer validity

- 2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- 2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- 2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- 2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of .2.13 with the packages clearly marked as "SUBSTITUTE"

2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause .2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

2.18 Provide other material

- 2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
- 2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

2.19 Inspections, test and analysis

Provide access during working hours to premises for inspections, test and analysis as provided for in the tender data.

2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

3. EMPLOYER'S UNDERTAKINGS

3.1 Respond to requests from the tenderer

3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

3.2 Issue addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

3.4 Opening of tender submissions

- 3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
- 3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.
- 3.4.3 Make available the record outlined in 3.4.2 to all interested persons upon request

3.5 Two envelope system

- 3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
- 3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

3.8 Test for responsiveness

- 3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:
 - a) complies with the requirements of these Conditions of Tender,
 - b) has been properly and fully completed and signed, and
 - c) is responsive to the other requirements of the tender documents.
- 3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non- conforming deviation or reservation.

3.9 Arithmetical errors, omissions and discrepancies

- 3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- 3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with 3.11 for:
 - a) the gross misplacement of the decimal point in any unit rate;
 - b) omissions made in completing the pricing schedule or bills of quantities; or
 - c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.
- 3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender as tendered or accept the corrected total of prices.
- 3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows.
 - a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
 - b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project. Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from

the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer,

has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

3.14 Prepare contract documents

3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

3.16 Registration of the award

An employer must within twenty-one (21) days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

END OF SECTION

PROJECT DESCRIPTION: TENDER TO APPOINT OF TWO (2) SERVICE PROVIDERS FOR THE MAINTENANCE, AUDIT, REPAIR, AND UPGRADE OF EXISTING AND NEW FIRE PREVENTION SYSTEMS AT VAAL CENTRAL WATER BOARD SITES FOR A PERIOD OF THREE (3) YEARS (AS AND WHEN NEEDED)



PROJECT NUMBER: VCW382/FIREPS/24

VCW382/FIREPS/24

TENDER TO APPOINT OF TWO (2) SERVICE PROVIDERS FOR THE MAINTENANCE, AUDIT, REPAIR, AND UPGRADE OF EXISTING AND NEW FIRE PREVENTION SYSTEMS AT VAAL CENTRAL WATER BOARD SITES FOR A PERIOD OF THREE (3) YEARS (AS AND WHEN NEEDED)

PART C1 : AGREEMENTS AND CONTRACT DATA

C1.1	Form of Offer and Acceptance	C1 - 2
C1.2	Contract Data	C1 - 7
	Part 1: Data provided by the Employer	C1 - 7
	Part 2: Data provided by the Service Provider	C1 - 10
C1.3	Standard Professional Services Contract.....	C1 - 11

C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the outline the appointment of Service Provider for **Tender To Appoint Of Two (2) Service Providers For The Maintenance, Audit, Repair, And Upgrade Of Existing And New Fire Prevention Systems At Vaal Central Water Board Sites For A Period Of Three (3) Years (As And When Needed).**

The Tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the Tenderer offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

We understand that you are not bound to accept the lowest or any bid you may receive.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words)Rand.

R.....(in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the Tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the Tenderer becomes the party named as the consultant in the Conditions of Contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

.....
(Insert name and address of organisation)

Name &
signature of
witness

Date

PROJECT NUMBER: VCW382/FIREPS/24

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Consultant the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

Signatures

Name(s) _____

Capacity _____

Vaal Central Water, 2 Mzuzu Street, Pellissier, 9322

for the Employer

Name & signature of witness _____ Date _____

Schedule of Deviations

Notes:

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender,
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such an agreement shall be recorded here,
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject

Details

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2 Subject

Details

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3 Subject

Details

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4 Subject

Details

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5 Subject

Details

.....

PROJECT DESCRIPTION: TENDER TO APPOINT OF TWO (2) SERVICE PROVIDERS FOR THE MAINTENANCE, AUDIT, REPAIR, AND UPGRADE OF EXISTING AND NEW FIRE PREVENTION SYSTEMS AT VAAL CENTRAL WATER BOARD SITES FOR A PERIOD OF THREE (3) YEARS (AS AND WHEN NEEDED)



PROJECT NUMBER: VCW382/FIREPS/24

CONFIRMATION OF RECEIPT

The Tenderer, (now Service Provider), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the _____ (day) of _____(month) 20_____(year) at _____
_____ (place)

For the Service Provider Firm:

Signature

Name

Capacity

Signature and name of witness

Signature

Name

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.

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General Conditions of Contract

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

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

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

5. Use of contract documents and information; inspection.

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause

5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause

5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance

obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

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

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

9. Packing

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

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including

additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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.

the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

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

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

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms 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

28. Limitation of liability

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.

PROJECT NUMBER: VCW382/FIREPS/24

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

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

29. Governing language

(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.

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

General Conditions of Contract (revised February 2008)