



**the doj & cd**

Department:  
Justice and Constitutional Development  
REPUBLIC OF SOUTH AFRICA

**REQUEST FOR BID (RFB)**

**THE DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT INVITES ALL INTERESTED PARTIES TO SUBMIT BIDS FOR REQUIREMENTS AS STIPULATED BELOW:**

|  |  |
|--|--|
| <b>DOCUMENT NUMBER:</b>                              | <b>RFB 08-2023</b>   |
| <b>RFB ISSUE DATE:</b>                               | <b>08 March 2024</b>   |
| <b>Compulsory Physical Briefing Session</b>          | <b>19 March 2024 at 10h00am</b>  |
| <b>Closing Date for written Question</b>             | <b>25 March 2024</b>   |
| <b>Publishing of Answers in Departmental Website</b> | <b>28 March 2024</b>   |
| <b>RFB Closing Date and Time:</b>                    | <b>05 April 2024 at 11h00am</b>  |
| <b>RFB VALIDITY PERIOD:</b>                          | <b>120 Days</b>  |
| <b>DESCRIPTION:</b>                                  | <b>REQUEST FOR PROPOSAL FOR APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION AND INSTALLATION OF WATER BACK-UP SYSTEMS: EASTERN CAPE</b>  |
| <b>PERIOD:</b>                                       | <b>Three (3) Years</b>   |
| <b>BRIEFING SESSION:</b>                             | <b>COMPULSORY PHYSICAL BRIEFING SESSION WILL BE HELD ON: 19 March 2024 from 10h00am to 15h30pm</b><br><b><u>VENUE: VARIOUS SITES</u></b><br><b>Site 1: Bedford Magistrate Court at 10h00am</b><br>Address: 13A Andrew Turpin Street, Bedford, 5780<br><b>Site 2: Adelaide Magistrate Court at 11h30am</b><br>Address: 49 A Church Street, Adelaide, 5760<br><b>Site 3: Makhanda (Grahamstown) Magistrate Court at 13h30pm</b><br>Address: 119A High Street, Makhanda (Grahamstown), 6139<br><b>Site 4: Peddie Magistrate Court at 15h30pm</b><br>Address: Naude Street, Erf 64, Peddie, 5640 |
| <b>RESPONSES TO THIS RFB MUST BE FORWARDED TO:</b>   | <b>BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE TENDER / BID BOX SITUATED AT, MOMENTUM BUILDING, 329 PRETORIUS STREET, (DOJ&amp;CD) PRETORIA CENTRAL</b>  |
| <b>ENQUIRIES:</b>                                    | <b>E-Mail Address: <a href="mailto:SCM@justice.gov.za">SCM@justice.gov.za</a></b>  |

*Handwritten signature and date: 08/03/2024*

REQUEST FOR BID NO. RFB 08 2023  
Appointment of A Service Provider for The Provision and Installation of Water Back-Up  
Systems: Eastern Cape

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ANNEXURE A1



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Department:  
Justice and Constitutional Development  
REPUBLIC OF SOUTH AFRICA

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**REQUEST FOR PROPOSAL FOR FOR APPOINTMENT OF A SERVICE PROVIDER FOR THE  
PROVISION AND INSTALLATION OF WATER BACK-UP SYSTEMS: EASTERN CAPE**

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| <b>RFB NUMBER: RFB 08 2023</b>                         |
| <b>Date Issued: 08 March 2024</b>                      |
| <b>Closing date and time: 05 April 2024 at 11h00am</b> |
| <b>Bid Validity Period: 120 days</b>                   |

**TENDER BOX ADDRESS:**

**BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE TENDER / BID BOX SITUATED  
AT, MOMENTUM BUILDING, 329 PRETORIUS STREET, DEPARTMENT OF JUSTICE AND  
CONSTITUTIONAL DEVELOPMENT, PRETORIA CENTRAL**

## **THE TENDER**

### **Part T1: Tendering procedures**

T1.1 Tender notice and invitation to tender

T1.2 Tender data

### **Part T2: Returnable documents and schedules**

T2.1 List of Returnable documents and schedules

T2.2 Returnable documents and schedules

## **THE CONTRACT**

### **Part C1: Contract data**

C1.1 Form of offer and acceptance

C1.2 Contract Data

C1.2.1 General Conditions of Contract

### **Part C2: Pricing data**

C2.1 Pricing Instructions

C2.2 Bill of Quantities

### **Part C3: Scope of work**

C3.1 Description of Works

C3.2 Execution of Repairs

## Part T1: Tendering procedures

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### T1.1 Tender Notice and Invitation to Tender

The Department of Justice and Constitutional Development hereby invite Tenders for:

|                       |  |
|-----------------------|--|
| <b>Project Title:</b> | REQUEST FOR PROPOSAL FOR FOR APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION AND INSTALLATION OF WATER BACK-UP SYSTEMS: EASTERN CAPE |
|-----------------------|--|

|                         |                      |                          |                      |
|-------------------------|----------------------|--------------------------|----------------------|
| <b>Tender Number:</b>   | <b>RFB 08 2023</b>   | <b>Advertising Date:</b> | <b>08 March 2024</b> |
| <b>Closing Date:</b>    | <b>05 April 2024</b> | <b>Closing Time:</b>     | <b>11h00 am</b>      |
| <b>Validity Period:</b> | <b>120 days</b>      |                          |                      |

It is estimated that tenderers should have a CIDB contractor grading designation of **4SO** or higher.

The bidder must be registered on Central Supplier Database and provide CSD registration number on SBD1 or CSD Registration Report printed within the bid advertisement period and closing date.

The 80/20 preferential procurement system will be used when considering tenders.

No telegraphic, telephonic, telex, facsimile, and late tenders will be accepted. All late submissions will be returned unopened.

A compulsory site/clarification meeting with representatives of the Client will take place at:

Location: Site 1: Bedford Court, Site 2: Adelaide Court, Site 3: Makhanda Court, Site 4: Peddie Court

Date: 19 March 2024

Starting Time: 10h00am – 15h30pm

No late attendance will be considered.

Queries relating to the technical specification of these documents may be addressed to:

Email: [SCM@justice.gov.za](mailto:SCM@justice.gov.za)

**The physical address for delivery of hardcopy tender documents is:**

**Department of Justice and Constitutional Development**

**Momentum Building**

**1<sup>st</sup> Floor**

**329 Pretorius Street**

**Pretoria**



## T1.2 Tender Data

The Conditions of Tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement (refer: [www.cidb.org.za](http://www.cidb.org.za)) and included as Appendix A in this document. The Standard Conditions of Tender make several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

| Clause | Wording  |
|--------|--|
| F1.1   | The employer is the Department of Justice and Constitutional Development   |
| F1.2   | The tender documents issued by the employer comprise:<br><b>PART T1: TENDERING PROCEDURES</b><br>T1.1: Tender Notice and Invitation to Tender<br>T1.2: Tender Data<br><b>PART T2 : RETURNABLE DOCUMENTS</b><br>T2.1: List of Returnable Documents<br>T2.2: Returnable Schedules<br><b>PART C1: AGREEMENTS AND CONTRACT DATA</b><br>C1.1: Form of Offer and Acceptance<br>C1.2: Contract Data<br>C1.3: Form of Guarantee (Pro Forma)<br><b>PART C2 : PRICING DATA</b><br>C2.1: Pricing Data<br>C2.2: Bills of Quantities<br><b>PART C3 : SCOPE OF WORKS</b><br>C3: Scope of Works<br>C3.1: Description of the Works<br>C3.2: Location<br>C3.3: Completion Date<br>C3.4: Guarantee Period<br>C3.5: Building Works<br>C3.6: Project Scope Deliverables<br><b>PART C4 : SITE INFORMATION</b> |
| F.1.3  | The Employer's agent is:<br>N/A  |
| F.2    | Tenderers who satisfy the following criteria may be considered:  |

| F.2.1.1  | <p><b>A. Eligibility in respect of CIDB Registration</b><br/>                 Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4SO class of construction work, are eligible to submit tenders.<br/>                 Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation in the SO 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 tendered for a 4SO class of construction works</li> </ol> <p><b>B. Registration with Central Supplier Database</b><br/>                 Only those tenderers who are registered with Central Supplier Database are eligible to apply for this Bid.</p> <p><b>C. Functional Evaluation</b><br/>                 Failure to meet a minimum functionality will result in the bidder being disqualified:</p> |        |          |        |    |  |    |    |   |    |
|--|---|--------|----------|--------|----|--|----|----|---|----|
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">No</th> <th style="width: 70%;">Criteria</th> <th style="width: 25%;">Weight</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; vertical-align: top;">1.</td> <td style="vertical-align: top;">Approach and methodology:<br/>Deliverables, timeframes, costing and resource allocations.</td> <td style="text-align: center; vertical-align: top;">10</td> </tr> <tr> <td style="text-align: center; vertical-align: top;">2.</td> <td style="vertical-align: top;">                     Demonstrate:<br/><br/>                     Valid Proof that that the bidder has successfully supplied, constructed, and commissioned water backup installations. Bidder to provide a minimum of three (3) references of projects successfully completed in the last five (5) years that has valid client references on a client letterhead, with valid contract details.<br/><br/>                     Client reference letter to include, Project name, description of works (including plant size), location of works, start date, completion date.<br/>                     Estimated value of the projects.<br/><br/> <i>Five (05) reference letters<br/>                     rating score =</i><br/> <i>Four (04) reference letters<br/>                     rating score = 4</i><br/> <i>Three (03_ reference letters<br/>                     rating score = 3</i><br/> <i>Two (02) reference letters<br/>                     rating score = 2</i> </td> <td style="text-align: center; vertical-align: top;">20</td> </tr> </tbody> </table> |   | No     | Criteria | Weight | 1. | Approach and methodology:<br>Deliverables, timeframes, costing and resource allocations. | 10 | 2. | Demonstrate:<br><br>Valid Proof that that the bidder has successfully supplied, constructed, and commissioned water backup installations. Bidder to provide a minimum of three (3) references of projects successfully completed in the last five (5) years that has valid client references on a client letterhead, with valid contract details.<br><br>Client reference letter to include, Project name, description of works (including plant size), location of works, start date, completion date.<br>Estimated value of the projects.<br><br><i>Five (05) reference letters<br/>                     rating score =</i><br><i>Four (04) reference letters<br/>                     rating score = 4</i><br><i>Three (03_ reference letters<br/>                     rating score = 3</i><br><i>Two (02) reference letters<br/>                     rating score = 2</i> | 20 |
| No   | Criteria  | Weight |          |        |    |  |    |    |   |    |
| 1.   | Approach and methodology:<br>Deliverables, timeframes, costing and resource allocations.  | 10     |          |        |    |  |    |    |   |    |
| 2.   | Demonstrate:<br><br>Valid Proof that that the bidder has successfully supplied, constructed, and commissioned water backup installations. Bidder to provide a minimum of three (3) references of projects successfully completed in the last five (5) years that has valid client references on a client letterhead, with valid contract details.<br><br>Client reference letter to include, Project name, description of works (including plant size), location of works, start date, completion date.<br>Estimated value of the projects.<br><br><i>Five (05) reference letters<br/>                     rating score =</i><br><i>Four (04) reference letters<br/>                     rating score = 4</i><br><i>Three (03_ reference letters<br/>                     rating score = 3</i><br><i>Two (02) reference letters<br/>                     rating score = 2</i>   | 20     |          |        |    |  |    |    |   |    |

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 Systems: Eastern Cape

|    |  |    |  |
|----|--|----|--|
|    | <p><i>One (01) reference letter<br/>         rating score = 1<br/>         Non-responsive score = 0</i></p>  |    |  |
| 3. | <p>Valid Proof that a qualified electrician has a minimum of three years working experience as an 'Authorized Person' in accordance with the relevant Act.</p> <p>Curriculum Vitae to include Name of Employer, description of responsibilities working as an Authorized Person. Start date, Finish date.</p> <ul style="list-style-type: none"> <li>• Experience above five (05) years = 05 points.</li> <li>• Experience above four (04) to five (05) years = 04 points.</li> <li>• Experience of three (03) years to four years = 03 points</li> <li>• Experience of above one year and below three (03) years = 02 points.</li> <li>• Experience of One (01) year and below = 01 point.</li> <li>• No experience = 0 point.</li> </ul> | 20 |  |
| 4. | <p>Valid Proof that a qualified plumber has a minimum of three years working experience as an 'Authorized Person' in accordance with the relevant Act.</p> <p>Curriculum Vitae to include Name of Employer, description of responsibilities working as an Authorized Person. Start date, Finish date</p> <ul style="list-style-type: none"> <li>• Experience above five (05) years = 05 points.</li> <li>• Experience above four (04) to five (05) years = 04 points.</li> <li>• Experience of three (03) years to four years = 03 points</li> <li>• Experience of above one year and below three (03) years = 02 points.</li> </ul>   | 20 |  |

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|  |    |  |    |
|--|----|--|----|
|  |    | <ul style="list-style-type: none"> <li>• Experience of One (01) year and below = 01 point.</li> <li>• No experience = 0 point.</li> </ul>  |    |
|  | 5. | <p>Valid Proof that a qualified Safety Officer has a minimum of three years working experience as an 'Authorized Person' in accordance with the relevant Act.</p> <p>Curriculum Vitae to include Name of Employer, description of responsibilities working as an Authorized Person. Start date, Finish date</p> <ul style="list-style-type: none"> <li>• Experience above five (05) years = 05 points.</li> <li>• Experience above four (04) to five (05) years = 04 points.</li> <li>• Experience of three (03) years to four years = 03 points</li> <li>• Experience of above one year and below three (03) years = 02 points.</li> <li>• Experience of One (01) year and below = 01 point.</li> <li>• No experience = 0 point.</li> </ul> | 20 |

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|    |  |    |  |
|----|--|----|--|
| 6. | <p><b>1.1 Financial Stability</b><br/>                 Financial capability and capacity whether the tenderer has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims).</p> <p>Letter from the bank to confirm their cash flow and/or proof of bridging finance or overdraft facilities etc.</p> <p><i>Rating Scale</i></p> <p><i>R5 million<br/>rating score = 5</i></p> <p><i>R4 million<br/>rating score = 4</i></p> <p><i>R3 million<br/>rating score = 3</i></p> <p><i>R2 million<br/>rating score = 2</i></p> <p><i>R1 million<br/>rating score = 1</i></p> <p><i>Non-responsive score = 0</i></p> | 10 |  |
|----|--|----|--|

D. Method to be used for calculation of preference points

| The specific goals allocated points in terms of this tender                  | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|--|---|---|
| Enterprises with ownership of 51% or more by person/s who are black person/s | 10  |   |
| Enterprises with ownership of 51% or more by person/s who are woman          | 5   |   |
| Enterprises with ownership of 51% or more by person/s who are youth          | 3   |   |
| Enterprises with ownership of 51% or more by person/s with disability        | 2   |   |

|      |                           |
|------|---------------------------|
| F2.2 | <b>Cost of tendering:</b> |
|------|---------------------------|



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|         |   |
|---------|---|
|         | 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   |
| F2.4    | <b>Confidentiality and copyright of documents:</b><br>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.   |
| F2.7    | <b>Clarification Meeting:</b><br>A compulsory clarification meeting with representatives of the employer will be held on 19 March 2024 at 11h00am   |
| F2.10   | <b>Pricing the tender offer</b>   |
| F2.10.1 | Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes, 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  |
| F2.10.3 | 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   |
| F10.2.4 | 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  |
| F2.11   | <b>Alterations to documents</b><br>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.  |
| F2.13   | <b>Submitting a tender offer</b>  |
| F2.13.1 | 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.  |
| F2.13.2 | Return all returnable documents to the employer after completing them in their entirety by writing legibly in non-erasable ink.   |
| F2.13.3 | 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.   |
| F2.13.4 | 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 |
| F2.13.5 | 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   |

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|         |   |
|---------|---|
| F2.13.6 | A two-envelope system shall be followed<br>The bidders must 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. |
| F2.13.7 | 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.   |
| F2.13.8 | 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.  |
| F2.13.9 | Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data   |
| F2.15   | <b>Closing time</b><br>The closing date and time for submission of offer is as per Notice and Invitation to Tender T1.1   |
| F2.15   | <b>Tender offer validity</b><br>The tender offer validity is as per Notice and Invitation to Tender T1.1  |
| F3.4    | <b>Opening of tender submissions</b><br>The time and location for the opening of the tender offers are:<br>Time: 11h00am<br>Date: 19 March 2024<br>Location: DOJ&CD National Office   |
| F.3.4.2 | Tenders will be opened immediately after the closing time and read out in public and names of the bidders will be announced in public.  |
| F.3.4.3 | Names of bidders will be uploaded on National Treasury E-Tender portal  |
| F3.6    | <b>Non-disclosure</b><br>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.  |
| F3.9    | <b>Arithmetical errors, omissions and discrepancies</b>   |
| F3.9.1  | Check responsive tender offers for:<br>(a) the gross misplacement of the decimal point in any unit rate;<br>(b) omissions made in completing the pricing schedule or bills of quantities;<br>or<br>(c) arithmetic errors in:<br>(i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices or<br>(ii) the summation of the prices  |
| F3.9.2  | The employer must correct the arithmetical errors in the following manner:<br>a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.<br>b) 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   |

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|         |  |
|---------|--|
|         | <p>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.</p> <p>c) 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.</p> <p>Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.</p> |
| F3.11   | <b>Evaluation of tender offers</b>   |
| F3.11.1 | <p><b>General</b></p> <p>The tender evaluation method to evaluate all responsive tender offers will be Method 2.</p> <p>The procedure for the evaluation of responsive tenders is <b>80/20 Point system: Price and Preference</b> in accordance with F.3.11.3,</p> <p>Apply the 80/20 Preference Point system where a maximum of eighty (80) tender adjudication point be awarded for price &amp; twenty (20) points will be awarded for preference in terms of the Preferential Procurement Policy Framework act (PPPFA) (Act 5 of 2000) and Preferential Procurement Regulations, 2022.</p>  |

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The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million  
 The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 50 million (all applicable taxes included):

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where  
*P<sub>s</sub>* = Points scored for comparative price of tender or offer under consideration;  
*P<sub>t</sub>* = Comparative price of tender or offer under consideration; and  
*P<sub>min</sub>* = Comparative price of lowest acceptable tender or offer.

The maximum 20 points may be awarded to a tenderer for specific goals specified for the tender as follows:

| The specific goals allocated points in terms of this tender                  | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|--|---|---|
| Enterprises with ownership of 51% or more by person/s who are black person/s | 10  |   |
| Enterprises with ownership of 51% or more by person/s who are woman          | 5   |   |
| Enterprises with ownership of 51% or more by person/s who are youth          | 3   |   |
| Enterprises with ownership of 51% or more by person/s with disability        | 2   |   |

The points score for specific goals must be added to the point scored for price and the total must be rounded off to the nearest two decimal places. The contract must be awarded to the tenderer who score the highest number of points.

F3.13

**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



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|         |  |
|---------|--|
|         | 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,<br>e) complies with the legal requirements, if any, stated in the tender data, and<br>f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest |
| F3.16   | <b>Notice to unsuccessful tenderers</b>  |
| F3.16.1 | The successful tenderer will be notified of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period   |
| F3.16.2 | After the successful tenderer has been notified of the employer's acceptance of the tender, other tenderers will be notified that their tender offers have not been accepted.  |
| F3.17   | <b>Provide copies of the contracts</b><br>The successful tenderer will be provided with the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.  |

### F3.11 EVALUATION OF TENDER OFFERS

#### 1. BID EVALUATION STAGES

- a. The bid evaluation process consists of several stages that are applicable according to the nature of the bid as defined in the table below.

| Stage   | Description                                    | Applicable for this bid YES/NO |
|---------|--|--------------------------------|
| Stage 1 | Administrative pre-qualification verification  | YES                            |
| Stage 2 | Special Conditions of Contract verification    | YES                            |
| Stage 3 | Technical Mandatory requirement evaluation     | YES                            |
| Stage 4 | Technical Functionality requirement evaluation | YES                            |
| Stage 5 | Price / Specific Goals evaluation              | YES                            |

- b. The bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation.
- c. The Department has set minimum standards that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:



**SCM ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION:**

**STAGE 1: ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION**

a. All documents listed below must be completed and signed by the duly authorized representative of the prospective bidder(s). During this stage Bidders' responses will be evaluated based on compliance with the listed administration bid requirements.

| <b>DOCUMENTATION TO BE FULLY COMPLETED AND SUBMITTED BY THE BIDDER</b> |            |   |
|--|------------|---|
| <b>INVITATION TO BID – SBD 1</b>                                       | <b>YES</b> | <ul style="list-style-type: none"> <li>Fully complete and sign the supplied pro forma document.</li> </ul>  |
| <b>PRICING SCHEDULE - SBD 3.1 Pricing Schedules 1, 2, 3 &amp; 4</b>    | <b>YES</b> | <ul style="list-style-type: none"> <li>Fully complete and sign the supplied pro forma document.</li> </ul>  |
| <b>DECLARATION OF INTEREST – SBD 4</b>                                 | <b>YES</b> | <ul style="list-style-type: none"> <li>Fully complete and sign the supplied pro forma document.</li> </ul>  |
| <b>PREFERENTIAL PROCUREMENT PREFERENCE POINTS – SBD 6.1</b>            | <b>YES</b> | <ul style="list-style-type: none"> <li>Fully complete and sign the supplied pro forma document.</li> </ul>  |
| <b>DOCUMENT SIGNATURES</b>   | <b>YES</b> | <ul style="list-style-type: none"> <li>All submitted documents must be initialled on each page.</li> </ul>  |
| <b>REGISTRATION ON CENTRAL SUPPLIER DATABASE</b>                       | <b>YES</b> | <ul style="list-style-type: none"> <li>The bidder must be registered on Central Supplier Database and provide CSD registration number on SBD1 or CSD Registration Report printed within the bid advertisement period and closing date.</li> </ul> |
| <b>GOOD STANDING ON TAX AFFAIRS</b>                                    | <b>YES</b> | <ul style="list-style-type: none"> <li>The bidder must be in good standing with SARS in respect of any legislative tax commitments and must provide together with the bid response a SARS Pin Number for verification purposes.</li> </ul>        |

- b. If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if the Department will accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance.

## **SPECIAL CONDITION OF CONTRACT VERIFICATION:**

### **STAGE 2: SPECIAL CONDITIONS OF CONTRACT REQUIREMENTS**

#### **1. INSTRUCTION**

- a) The successful Supplier will be bound by Government Procurement: General Conditions of Contract (GCC), Joint Building Contract Committee (JBCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the successful Supplier. However, the Department reserves the right to include or waive the condition in the signed contract.
- b. The Department reserves the right to –
  - ✓ Automatically disqualify a bidder for not accepting these conditions.
- c. In the event the bidder, qualifies the proposal with own conditions and does not specifically withdraw such own conditions when called upon to do so, the Department will invoke the rights reserved in accordance with subsection 5.1 (b) above.
- d. The bidder must **complete the declaration of acceptance** as per section 5.18 below by marking with an “X” either “ACCEPTS ALL” or “DO NOT ACCEPT ALL”, failing which the declaration will be regarded as “DO NOT ACCEPT ALL” and the bid will be disqualified.

#### **2. PERSONNEL SECURITY CLEARANCE**

- a. The Supplier personnel who are required to work in GOVERNMENT PREMISES information or access government RESTRICTED areas must be security screened.
- b. The Supplier must ensure that the security clearances of all personnel involved in the Contract remains valid for the period of the contract.
- c. The Supplier must provide proof of security screening.
- d. The Department reserves the right:
  - i. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s);
  - ii. To accept part of a tender rather than the whole tender;

- iii. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid;
- iv. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process;
- v. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such;
- vi. To request the bidder to submit letters of good standing, UIF, COIDA, employee retirement fund and set of the latest unqualified audited / reviewed annual financial statements in the name of the bidding entity.
- vii. To award a tender based on which bidder is offering the best value for money, even if such Tender is not the lowest priced tender;
- viii. To conduct a site visit on the premises of the bidder and their references;
- ix. To conduct reference and liquidity as part of due diligence checks.
- x. Not to consider envelopes or packaging of the bid document which are not marked properly, using the information (bid number and description).

### **3. DECLARATION OF COMPLIANCE**

The Department requires bidder(s) to declare in the technical response the following:

Confirm that the bidder(s) is to: –

- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of the Department;
- b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c. Act with circumspection and treat the Department fairly in a situation of conflicting interests;
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the Department;
- f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- g. To conduct their business activities with transparency and consistently uphold the interests and needs of the Department as a client before any other consideration; and

- h. To ensure that any information acquired by the bidder(s) from the Department will not be used or disclosed unless the written consent of the client has been obtained to do so.

#### **4. CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

- a. The Department reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of the Department or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity"):
- ✓ Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
  - ✓ Seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
  - ✓ Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of DOJ&CD directors, employees, advisors or other representatives;
  - ✓ Makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
  - ✓ Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
  - ✓ Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
  - ✓ Has in the past engaged in any matter referred to above; or
  - ✓ Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder,

member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

**5. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

- a. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that the Department relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- b. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by the Department against the bidder notwithstanding the conclusion of the Service Level Agreement between the Department and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

**6. PREPARATION COSTS**

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing the Department, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

**7. INDEMNITY**

If a bidder breaches the conditions of this bid and, as a result of that breach, the Department incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds the Department harmless from any and all such costs which the Department may incur and for any damages or losses the Department may suffer

**8. PRECEDENCE**

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.



**9. LIMITATION OF LIABILITY**

A bidder participates in this bid process entirely at its own risk and cost. The Department shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

**10. TAX COMPLIANCE**

No tender shall be awarded to a bidder who is not tax compliant. The Department reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to the Department, or whose verification against the Central Supplier Database (CSD) proves non-compliant. The Department further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

**11. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The Department reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

**12. GOVERNING LAW**

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

**13. CONFIDENTIALITY**

- a. Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with the Department's examination and evaluation of a Tender.

- b. No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by the Department remain proprietary to the Department and must be promptly returned to the Department upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.
- c. Throughout this bid process and thereafter, bidder(s) must secure the Department's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

**14. THE DEPARTMENT'S PROPRIETARY INFORMATION**

Bidder will on their bid cover letter make declaration that they did not have access to any of the Department's proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

**15. AVAILABILITY OF FUNDS**

Should funds no longer be available to pay for the execution of the responsibilities of this bid, the Department may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation.

**16. INTELLECTUAL PROPERTY RIGHTS**

- a. The Department retains all Intellectual Property Rights in and to the Department's Intellectual Property. As of the Effective Date, the Supplier is granted a non-exclusive license, for the continued duration of this Contract, to perform any lawful act including the right to use, copy, maintain, modify, enhance and create derivative works of the Department's Intellectual Property for the sole purpose of providing the Products or Services to the Department pursuant to this Contract; provided that the Supplier must not be permitted to use the Department's Intellectual Property for the benefit of any entities other than the Department without the written consent of the Department, which consent may be withheld in the Department's sole and absolute discretion. Except as otherwise requested or approved by the Department, which approval is in the Department's sole and absolute discretion, the Supplier must cease all use of the Department's Intellectual Property, at of the earliest of:

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- ✓ termination or expiration date of this Contract;
  - ✓ the date of completion of the Services; and
  - ✓ the date of rendering of the last of the Deliverables.
- b. If so required by the Department, the Supplier must certify in writing to the Department that it has either returned all the Department Intellectual Property to the Department or destroyed or deleted all other of the Department Intellectual Property in its possession or under its control.
- c. The Department, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.
- d. Save for the license granted in terms of this Contract, the Supplier retains all Intellectual Property Rights in and to the Supplier's pre-existing Intellectual Property that is used or supplied in connection with the Products or Services.

**17. SUPPLIER DUE DILIGENCE**

The Department reserves the right to conduct supplier due diligence prior to final award or at any time during the Contract period and this may include pre-announced/ non-announced site visits. During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid or Contract in whole or parts thereof.

**18. DECLARATION OF COMPLIANCE**

|   | ACCEPT ALL | DO NOT ACCEPT ALL |
|---|------------|-------------------|
| 21.1 The bidder declares to ACCEPT ALL the Special Condition of Contract as specified in section 5 above by indicating with an "X" in the "ACCEPT ALL" column, OR                           |            |                   |
| 21.2 The bidder declares to NOT ACCEPT ALL the Special Conditions of Contract as specified in section 5 above by -  |            |                   |
| 21.3 Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and;   |            |                   |
| 21.4 Provide reason and proposal for each of the conditions that is not accepted.   |            |                   |
| <p><b>Comments by bidder:</b></p> <p>Provide reason and proposal for each of the conditions not accepted as per the format:</p> <p>Condition Reference:</p> <p>Reason:</p> <p>Proposal:</p> |            |                   |

**TECHNICAL MANDATORY REQUIREMENTS EVALUATION**

**STAGE 3: TECHNICAL MANDATORY REQUIREMENTS**

a) If the Bidder fails to comply with any of the technical mandatory requirements the bid will not be considered for further evaluation.

| <b>TECHNICAL MANDATORY REQUIREMENTS</b> |   |                   |   |
|---|---|-------------------|---|
| <b>No.</b>                              | <b>Requirement</b>  | <b>Compulsory</b> | <b>Proof of Evidence</b>  |
| 1.                                      | Attendance of compulsory site briefing session  | Yes               | Attendance register   |
| 2.                                      | Registration on CIDB Grading <b>4SO</b> or higher   | Yes               | Valid Proof of registration with CIDB   |
| 3.                                      | Registration with COIDA   | Yes               | Valid Proof of registration with COIDA (originally certified copy)  |
| 4                                       | The tenderer must submit a company organogram with CVs and certified ID's of all principals and employed workforce that will be engaged in the project and their roles. | Yes               | Company Organogram with CV's and certified ID's of all principals and employed workforce that will be engaged in the project and their roles. |
| 5                                       | The tenderer must submit proof of Professional Registration for Electrician, Plumber and Safety Officer to be involved in the project.                                  | Yes               | Valid Proof of professional registration certificate issued by Professional/Statutory bodies.   |

**TECHNICAL FUNCTIONAL REQUIREMENTS AND EVALUATION**

**STAGE 5: TECHNICAL FUNCTIONALITY REQUIREMENT AND EVALUATION**

**(a) TECHNICAL FUNCTIONAL CRITERIA = 100 points**

- a. Only Bidders that have met the Pre-Qualification Criteria in (Stage 1, 2, 3 & 4) will be evaluated in Stage 5 for functionality. Functionality will be evaluated out of 100 points based on the written proposal and a presentation / demonstration.
- b. Bidders will be required to achieve minimum threshold of **70** points to progress to the next Phase.

**(b) EVALUATION CRITERIA**

| <b>Score</b> | <b>Meaning</b>   | <b>Explanation</b>  |
|--------------|--|---|
| <b>0</b>     | <ul style="list-style-type: none"> <li>○ No evidence</li> <li>○ Non responsive</li> </ul>                    | Does not comply, no evidence / no reference / no information / no inputs.   |
| <b>1</b>     | <ul style="list-style-type: none"> <li>○ Very poor</li> </ul>  | Information provided does not meet the technical requirements.  |
| <b>2</b>     | <ul style="list-style-type: none"> <li>○ Poor</li> <li>○ Inadequate</li> </ul>                               | Not satisfactory. Information and/or evidence provided is not enough to clearly substantiate the bidder's capabilities and/or experience in that service category.  |
| <b>3</b>     | <ul style="list-style-type: none"> <li>○ Satisfactory</li> <li>○ Average</li> </ul>                          | Satisfactory. The bidder displays a fair understanding of the service requirements and the Information and/or evidence provided is enough to display their capabilities and/or experience to deliver the service.   |
| <b>4</b>     | <ul style="list-style-type: none"> <li>○ Good</li> <li>○ Fully meet requirement</li> </ul>                   | Fully meets the specification requirement. The bidder displays a good (above average) understanding of the service requirements and the Information and/or evidence provided is enough to clearly substantiate their capabilities and/or experience to deliver the service. |
| <b>5</b>     | <ul style="list-style-type: none"> <li>○ Exceed requirements</li> <li>○ Very good / Best practice</li> </ul> | Exceeds the specification requirement. The bidder displays an excellent understanding of the service requirements and the Information and/or evidence provided clearly proves that the bidder is without a doubt capable of delivering the service.                         |



**(c) DETAILED TECHNICAL FUNCTIONAL CRITERIA**

**TECHNICAL/FUNCTIONAL EVALUATION CRITERIA**

**Below are the evaluation criteria to assess functionality / quality**

| CRITERIA   | 0 | 1 | 2 | 3 | 4 | 5 | WEIGHT    | TOTAL |
|--|---|---|---|---|---|---|-----------|-------|
| Approach and methodology:<br>Deliverables, timeframes, costing<br>and resource allocations.  |   |   |   |   |   |   | <b>10</b> |       |
| Demonstrate:<br><br>Valid Proof that that the bidder has<br>successfully supplied, constructed,<br>and commissioned water backup<br>installations. Bidder to provide a<br>minimum of three (3) references of<br>projects successfully completed in<br>the last five (5) years that has valid<br>client references on a client<br>letterhead, with valid contract details.<br><br>Client reference letter to include,<br>Project name, description of works<br>(including plant size), location of<br>works, start date, completion date.<br>Estimated value of the projects.<br><br><i>Rating Scale:</i><br><br><i>Five (05) reference letters</i><br><i>rating score = 5</i><br><i>Four (04) reference letters</i><br><i>rating score = 4</i><br><i>Three (03) reference letters</i><br><i>rating score = 3</i><br><i>Two (02) reference letters</i><br><i>rating score = 2</i><br><i>One (01) reference letter</i><br><i>rating score = 1</i><br><i>Non-responsive score = 0</i> |   |   |   |   |   |   | <b>20</b> |       |
| Valid Proof that a qualified<br>electrician has a minimum of three<br>years working experience as an<br>'Authorized Person' in accordance<br>with the relevant Act.<br><br>Curriculum Vitae to include Name of<br>Employer, description of   |   |   |   |   |   |   | <b>20</b> |       |

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| CRITERIA   | 0 | 1 | 2 | 3 | 4 | 5 | WEIGHT | TOTAL |
|--|---|---|---|---|---|---|--------|-------|
| <p>responsibilities working as an Authorized Person. Start date, Finish date.</p> <p><i>Rating Scale:</i></p> <ul style="list-style-type: none"> <li>• Experience above five (05) years = 05 points.</li> <li>• Experience above four (04) to five (05) years = 04 points.</li> <li>• Experience of three (03) years to four years = 03 points</li> <li>• Experience of above one year and below three (03) years = 02 points.</li> <li>• Experience of One (01) year and below = 01 point.</li> <li>• No experience = 0 point.</li> </ul>   |   |   |   |   |   |   |        |       |
| <p>Valid Proof that a qualified plumber has a minimum of three years working experience as an 'Authorized Person' in accordance with the relevant Act.</p> <p>Curriculum Vitae to include Name of Employer, description of responsibilities working as an Authorized Person. Start date, Finish date.</p> <p><i>Rating Scale:</i></p> <ul style="list-style-type: none"> <li>• Experience above five (05) years = 05 points.</li> <li>• Experience above four (04) to five (05) years = 04 points.</li> <li>• Experience of three (03) years to four years = 03 points</li> <li>• Experience of above one year and below three (03) years = 02 points.</li> <li>• Experience of One (01) year and below = 01 point.</li> <li>• No experience = 0 point.</li> </ul> |   |   |   |   |   |   | 20     |       |
| <p>Valid Proof that a qualified Safety Officer has a minimum of three years working experience as an 'Authorized Person' in accordance with the relevant Act.</p>  |   |   |   |   |   |   | 20     |       |

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| CRITERIA   | 0 | 1 | 2 | 3 | 4 | 5 | WEIGHT     | TOTAL |
|--|---|---|---|---|---|---|------------|-------|
| <p>Curriculum Vitae to include Name of Employer, description of responsibilities working as an Authorized Person. Start date, Finish date.</p> <p><i>Rating Scale:</i></p> <ul style="list-style-type: none"> <li>• Experience above five (05) years = 05 points.</li> <li>• Experience above four (04) to five (05) years = 04 points.</li> <li>• Experience of three (03) years to four years = 03 points</li> <li>• Experience of above one year and below three (03) years = 02 points.</li> <li>• Experience of One (01) year and below = 01 point.</li> <li>• No experience = 0 point.</li> </ul>  |   |   |   |   |   |   |            |       |
| <p><b>1.2 Financial Stability</b></p> <p>Financial capability and capacity whether the tenderer has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims).</p> <p>Letter from the bank to confirm their cash flow and/or proof of bridging finance or overdraft facilities etc.</p> <p><i>Rating Scale</i></p> <p>R5 million<br/>rating score = 5</p> <p>R4 million<br/>rating score = 4</p> <p>R3 million<br/>rating score = 3</p> <p>R2 million<br/>rating score = 2</p> <p>R1 million<br/>rating score = 1</p> <p>Non-responsive score = 0</p> |   |   |   |   |   |   | <b>10</b>  |       |
| <b>TOTAL</b>   |   |   |   |   |   |   | <b>100</b> |       |

**2. JOINT VENTURES, CONSORTIUMS AND TRUSTS**

- a. Tenderers must submit concrete proof of the existence of joint ventures and/or consortium arrangements. The Department will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- b. The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

**3. BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS**

Complete table below, noting that:

- a) Bidder must provide references from clients where similar projects was performed in the past 5 years

Table 1: References

| No | Company name | Reference Person Name, Tel and/or email | Project Scope of work | Project Start and End-date | Project Cost |
|----|--------------|---|-----------------------|----------------------------|--------------|
| 1  |              |   |                       |                            |              |
| 2  |              |   |                       |                            |              |
| 3  |              |   |                       |                            |              |
| 4  |              |   |                       |                            |              |
| 5  |              |   |                       |                            |              |
| 6  |              |   |                       |                            |              |
| 7  |              |   |                       |                            |              |

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|    |  |  |  |  |  |
|----|--|--|--|--|--|
|    |  |  |  |  |  |
| 8  |  |  |  |  |  |
| 9  |  |  |  |  |  |
| 10 |  |  |  |  |  |

**4. MANDATORY REQUIREMENT EVIDENCE**

15.1 REGISTRATION WITH CIDB

15.2 REGISTRATION WITH COIDA

15.3 ATTENDANCE OF COMPULSORY SITE BRIEFING SESSIONS

15.4 COMPANY ORGANOGRAM AND CV's

15.5 CERTIFICATES OF REGISTRATION WITH PROFESSIONAL BODIES

## **PART T2: RETURNABLE DOCUMENTS**

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The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable may be utilized for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return all information requested.

### **T2.1 List of Returnable Documents**

| <b>Tender Document Name</b>                          | <b>Returnable Document</b> |
|--|----------------------------|
| Invitation to Bid – SBD 1                            | YES                        |
| Pricing Schedule<br>-SBD 3.1                         | YES                        |
| Declaration of Interest – SBD 4                      | YES                        |
| Preferential Procurement Preference Points – SBD 6.1 | YES                        |
| Authority for Signature                              | YES                        |
| Proof of Registration on Central Supplier Database   | YES                        |
| Tax Compliance Status Pin                            | YES                        |

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**T2.2 Returnable Schedules**

| <b>Tender Document Name</b>   | <b>Returnable Document</b> |
|---|----------------------------|
| Particulars of Electrical Contractor  | Yes                        |
| Particulars of Plumber  | Yes                        |
| Priced Bills of Quantity  | Yes                        |
| Valid Proof of Registration with the Construction Industry Development Board (CIDB)   | Yes                        |
| Valid Proof of Professional Registration for Electrician, Plumber and Safety Officer. | Yes                        |



## PART C1: AGREEMENT AND CONTRACT DATA

### C1.1 Form of offer and Acceptance

#### SBD 1 PART A INVITATION TO BID

|   |  |               |  |  |  |
|---|--|---------------|--|--|--|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DOJ&amp;CD</b>   |  |               |  |  |  |
| BID NUMBER:   | RFB 08 2023  | CLOSING DATE: | 05 April 2024  | CLOSING TIME:  | 11h00am  |
| DESCRIPTION   | REQUEST FOR PROPOSAL FOR APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION AND INSTALLATION OF WATER BACK-UP SYSTEMS: EASTERN CAPE |               |  |  |  |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>  |  |               |  |  |  |
| The Tender Box, Momentum Centre, 329 Pretorius Street,  |  |               |  |  |  |
| c/o Sisulu & Pretorius Street, Pretoria, 0001   |  |               |  |  |  |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>   |  |               | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>                           |  |  |
| CONTACT PERSON  |  |               | CONTACT PERSON   |  |  |
| TELEPHONE NUMBER  |  |               | TELEPHONE NUMBER   |  |  |
| E-MAIL ADDRESS  | <a href="mailto:SCM@justice.gov.za">SCM@justice.gov.za</a>   |               | E-MAIL ADDRESS   | <a href="mailto:SCM@justice.gov.za">SCM@justice.gov.za</a> |  |
| <b>SUPPLIER INFORMATION</b>   |  |               |  |  |  |
| NAME OF BIDDER  |  |               |  |  |  |
| POSTAL ADDRESS  |  |               |  |  |  |
| STREET ADDRESS  |  |               |  |  |  |
| TELEPHONE NUMBER  | CODE   |               | NUMBER   |  |  |
| CELLPHONE NUMBER  |  |               |  |  |  |
| E-MAIL ADDRESS  |  |               |  |  |  |
| VAT REGISTRATION NUMBER   |  |               |  |  |  |
| SUPPLIER COMPLIANCE STATUS  | TAX COMPLIANCE SYSTEM PIN:   |               | OR   | CENTRAL SUPPLIER DATABASE No:                              | MAAA   |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE  | TICK APPLICABLE BOX]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No   |               | B-BBEE STATUS LEVEL SWORN AFFIDAVIT                                      |  | [TICK APPLICABLE BOX]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No                    |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b> |  |               |  |  |  |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?   | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>[IF YES ENCLOSE PROOF]   |               | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? |  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW] |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>   |  |               |  |  |  |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?   |  |               | <input type="checkbox"/> YES <input type="checkbox"/> NO                 |  |  |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA?   |  |               | <input type="checkbox"/> YES <input type="checkbox"/> NO                 |  |  |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  |  |               | <input type="checkbox"/> YES <input type="checkbox"/> NO                 |  |  |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?   |  |               | <input type="checkbox"/> YES <input type="checkbox"/> NO                 |  |  |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?   |  |               | <input type="checkbox"/> YES <input type="checkbox"/> NO                 |  |  |

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

**PART B: TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

**THE TOTAL OFFER INCLUSIVE OF ALL APPLICABLE TAXES IS:**

**RAND** (In figures) R.....

**RAND** (IN Words) .....

**SIGNATURE OF BIDDER:** .....

**CAPACITY UNDER WHICH THIS BID IS SIGNED:** .....  
(Proof of authority must be submitted e.g. company resolution)

**DATE:** .....

**SBD 3.1 PRICING SCHEDULE – FIRM PRICES (PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

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

|                     |                   |
|---------------------|-------------------|
| Name of bidder..... | Bid number.....   |
| Closing Time 11:00  | Closing date..... |

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

| ITEM NO. | QUANTITY | DESCRIPTION | BID PRICE IN RSA CURRENCY<br>** (ALL APPLICABLE TAXES INCLUDED) |
|----------|----------|-------------|---|
|----------|----------|-------------|---|

- 
- Required by: .....
  - At: .....
  - Brand and model .....
  - Country of origin .....
  - Does the offer comply with the specification(s)? \*YES/NO
  - If not to specification, indicate deviation(s) .....
  - Period required for delivery .....
  - \*Delivery: Firm/not firm
  - Delivery basis .....

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

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

\*Delete if not applicable

## SBD4 - BIDDER'S DISCLOSURE

### 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.

### Bidder's declaration

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

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

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

2.2.1 If so, furnish particulars:  
 .....  
 .....

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

If so, furnish particulars:  
 \_\_\_\_\_

<sup>1</sup> 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.

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.....  
.....  
**DECLARATION**

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> 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.

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

---

<sup>2</sup> 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.



## **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**

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

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

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

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

The maximum points for this tender are allocated as follows:

|  | <b>POINTS</b> |
|--|---------------|
| <b>PRICE</b>                                     | 80            |
| <b>SPECIFIC GOALS</b>                            | 20            |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b>    |

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.

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**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 written 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

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

- P<sub>s</sub> = Points scored for price of tender under consideration
- P<sub>t</sub> = Price of tender under consideration
- P<sub>min</sub> = 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

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- P<sub>s</sub> = Points scored for price of tender under consideration
- P<sub>t</sub> = Price of tender under consideration
- P<sub>max</sub> = Price of highest acceptable tender.



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**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

| The specific goals allocated points in terms of this tender                  | Number of points allocated (90/10 system)<br>(To be completed by the organ of state) | Number of points allocated (80/20 system)<br>(To be completed by the organ of state) | Number of points claimed (90/10 system)<br>(To be completed by the tenderer) | Number of points claimed (80/20 system)<br>(To be completed by the tenderer) |
|--|--|--|--|--|
| Enterprises with ownership of 51% or more by person/s who are black person/s |  | 10   |  |  |
| Enterprises with ownership of 51% or more by person/s who are woman          |  | 5  |  |  |
| Enterprises with ownership of 51% or more by person/s who are youth          |  | 3  |  |  |
| Enterprises with ownership of 51% or more by person/s with disability        |  | 2  |  |  |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

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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:** .....

.....

.....

## RESOLUTION OF BOARD OF DIRECTORS

**Resolution** of a meeting of Board of \*Directors/ Members/ Partners of:

\_\_\_\_\_ (Legally correct full name and registration number, if applicable of the Enterprise)

Held at \_\_\_\_\_ (Place)

On \_\_\_\_\_ (Date)

**Resolved that:**

1. The Enterprise submits a Bid/Tender to the Department of Justice and Constitutional Development in respect of the following project:

\_\_\_\_\_ (Project description as per Bid/Tender Document)

Bid/Tender Number: \_\_\_\_\_ (Bid/Tender number as be Bid/Tender advert)

2. \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be and is hereby, authorised to sign the Bid/Tender, and any other documents and/ or correspondence in connection with and relating to the Bid/Tender, as well as to sign any contract, and all documentation, resulting from the award of the Bid/Tender to the Enterprise mentioned above.

|   | Name | Capacity | Signature |
|---|------|----------|-----------|
| 1 |      |          |           |
| 2 |      |          |           |
| 3 |      |          |           |
| 4 |      |          |           |
| 5 |      |          |           |
| 6 |      |          |           |
| 7 |      |          |           |
| 8 |      |          |           |

Should the number of Directors/Members/Partners exceed the space above, additional names and signatures

*must be provided on a separate place*

## C1.2 Contract Data

The JBCC Principal Building Agreement: Edition 6.2 - May 2018, published by the Joint Building Contracts Committee (JBCC), is applicable to this Contract and is obtainable from [www.jbcc.co.za](http://www.jbcc.co.za)

|   |   |
|---|---|
| <p>The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.</p> |   |
| <p><b>Part 1: Data provided by the Employer</b></p>   |   |
|   | <p>Due Completion Date</p> <p>The time for the contract is <b>03 months</b> from the Commencement Date</p>  |
|   | <p>The name of the Employer is Department of Justice and Constitutional Development, represented by Mr Carlo Gerhard Van Dalen and/or such persons or person duly authorised to be the Employer in writing</p>  |
|   | <p>The Pricing Strategy is a bill of quantities</p>   |
|   | <p>The Employer's address for receipt of communications is: Delivery Address:<br/> <b>Attention: Supply Chain Management</b><br/> <b>Department of Justice and Constitutional Development</b><br/> <b>329 Pretorius Street</b><br/> <b>Momentum Building</b><br/> <b>Pretoria</b></p>   |
|   | <p>"in the event of any ambiguity, conflict or discrepancy between the various contract documents, lists and schedules, the order of precedence (from highest to lowest) shall be as follows: • The form of offer and acceptance • Contract forms • The contract data • General conditions of contract (GCC 2015) • Scope of Work • SANS 1200 Standardised Specifications • Bill of quantities • The returnable schedules</p>   |
|   | <p>The Contractor shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract: GCC 2015 3rd Edition</p> <ol style="list-style-type: none"> <li>1. Clause 5.8.1 Non-working times</li> <li>2. Clause 5.11.1 Suspension of the Works</li> <li>3. Clause 5.12.1 Approval of any extension of time for completion</li> <li>4. Clause 5.12.4 Acceleration of progress instead of extension of time</li> <li>5. Clause 5.13.2 Reduction of a penalty for delay</li> <li>6. Clause 6.3.2 The issuing of variation orders</li> <li>7. Clause 6.8.4 The determination of additional or reduced cost arising from changes in the legislation</li> </ol> |

|  |   |
|--|---|
|  | <p>8. Clause 6.11 The agreeing of the adjustment of the sums for general items</p> <p>9. Clause 10.1.5 The giving of a ruling on a Contractor's claim</p>   |
|  | <p>"The Employer and the Contractor hereby agree, in terms of the provisions of section 37 (2) of the Occupational Health &amp; Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as 'the Act') that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:</p> <p>a) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act;</p> <p>b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with;</p> <p>c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations, and prohibitions; with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations;</p> <p>d) The Contractor agrees that any duly authorised official of the Employer shall be entitled to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records or Safety Plans held by the Contractor;</p> <p>e) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge;</p> |
|  | <p><b>Commencement of the Works</b></p> <p>The documentation required before commencement with Works execution are:</p> <p>a) Health and Safety Plan (Refer to Clause 4.3)</p> <p>b) Initial programme (Refer to Clause 5.6)</p> <p>c) Security (Refer to Clause 6.2)</p> <p>d) Insurance (Refer to Clause 8.6)</p>   |
|  | <p><b>Timeframe to deliver documentation</b></p> <p>The time to submit the documentation required before commencement with Works execution is <b>fourteen (14) days</b></p>   |



REQUEST FOR BID NO. RFB 08 2023  
 Appointment of A Service Provider for The Provision and Installation of Water Back-Up  
 Systems: Eastern Cape

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|--|--|
|  | <p>“The Contractor shall bear all costs and charges for special and temporary rights of way required by him/her in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him/her for the purposes of the Works.”</p>                |
|  | <p><b>Non-Working Times</b></p> <p>The non-working days are Saturdays and Sundays.<br/>         The special non-working days are:<br/>         1. All gazetted public holidays falling outside the year end break.<br/>         2. The year-end break commencing on 14 December and ending on 7 January (Provisional).</p> |
|  | <p><b>Contract Price Adjustment</b></p> <p>The Contract Price Adjustment is not applicable in this contract.</p>   |
|  | <p><b>Amendments in writing</b></p> <p>No amendments of this Contract or of any provisions or terms hereof and no waiver or relaxation or suspension of any of the provisions or terms of this Contract shall be of any force or effect unless reduced to writing and signed by both the parties hereto.</p>               |

**C.1.2 General Conditions of Contract**

Bidders to refer to attached **Annexure B** for General Conditions of Contract



## **PART C2: PRICING DATA**

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### **C2.1 Pricing Instruction**

#### **19. COSTING AND PRICING**

✓ **PRICE/SPECIFIC GOALS EVALUATION**

- (a) In terms of Preferential Procurement Policy Framework Act (PPPFA), the following preference point system is applicable to all Bids:
- a. the 80/20 system (80 Price, 20 Specific Goals for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); or
  - b. the 90/10 system (90 Price and 10 Specific Goals for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- (b) This bid will be evaluated using the preferential point system of **80/20**, subject to the following conditions –
- a. If the lowest acceptable bid price is up to and including R50 000 000 (all applicable taxes included) then the 80/20 preferential point system will apply to all acceptable bids; or
  - b. If the lowest acceptable bid price is above R50 000 000 (all applicable taxes included) then the 90/10 preferential point system will apply to all acceptable bids;

✓ **COSTING AND PRICING CONDITIONS**

- (a) Bidder will be bound by the following general costing and pricing conditions and the Department reserves the right to negotiate the conditions or automatically disqualify the bidder for not accepting these conditions. These conditions will form part of the Contract between the Department and the bidder. However, the Department reserves the right to include or waive the condition in the Contract.

**1) SOUTH AFRICAN PRICING.**

The total price must be VAT inclusive and be quoted in South African Rand (ZAR).

**2) TOTAL PRICE**

All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.

(b) **BID PRICING SCHEDULE**

Note: Bidders will complete the bid pricing schedule and include this as part of the hard copy submission documents to be submitted. The transaction fee must be a fixed amount per service. The fee must be linked to the cost involved in delivering the service and not a percentage of the value or cost of the service provided by third party service providers

### **C.2.2 Bills of Quantities**

Bidders to refer to **Annexure A** for complete bills of quantities.

## **PART C3: SCOPE OF WORK**

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### **4. PURPOSE AND BACKGROUND**

#### **1.1 PURPOSE**

To appoint service providers for the provisions and installations of water back-up systems at various court facilities falling under the Eastern Cape Provincial Office.

#### **1.2 BACKGROUND**

1.2.1 The core function of the Department of Justice and Constitutional Development (DOJ&CD) is to administer Justice. In its function of administering, Department of Justice and Constitutional Development (DOJ&CD) has the following as its objectives:

- Increase accessibility to Justice for all;
- Enhancing Organisational Efficiency and
- Transforming Justice

1.2.2 As part of DOJ&CD endeavour to improve access to Justice for all, the Department is seeking to provide water back-up solutions to ensure business continuity.

### **5. SCOPE OF BID**

#### **5.1. DEs**

##### **5.1.1. Adelaide Magistrates Court**

Back-Up Water Supply Installation

Specification for the Supply, Delivery and Installation of Two (2) 10 000lt polyethylene water tanks with suitably sized pumping plant, interconnected between tanks and main Municipal Water Supply Line.

##### **5.1.2. Bedford Magistrates Court**

Back-up water supply installation

Specification for the Supply, Delivery and Installation of two (2) 10 000lt polyethylene water tanks with suitably sized pumping plant, interconnected between tanks and main Municipal Water Supply Line.

##### **5.1.3. Peddie Magistrates Court**

Back-up water supply installation

Specification for the Supply, Delivery and Installation of three (3) 10 000lt polyethylene water tanks directly connected to main Municipal Water Supply Line

and interconnected with existing overhead water tank and suitably sized pumping plant.

#### 5.1.4. **Makanda (Grahamstown) Magistrates Court**

Back-up water supply installation

Specification for the Supply, Delivery and Installation of hot dipped galvanised water supply tank with suitably sized pumping plant interconnected between tank, building water reticulation and main Municipal Water Supply Line.

## 2.2 LOCATION

The tenderer will have to undertake the assignment relating to the project scope as per design specifications below. The sites are located as follows:

- Adelaide Magistrate Court: 49 A Church Street, Adelaide, 5760
- Bedford Magistrate Court: 13A Andrew Turpin Street, Bedford, 5780
- Peddie Magistrate Court: Naude Street, Erf 64, Peddie, 5640
- Makanda Magistrate Court: 119A High Street, Makhanda (Grahamstown), 6139

Tenderers are expected to satisfy themselves with conditions on site prior to submitting their quotations as prices are fixed and no allowance for contingencies are permitted. Once awarded, the successful tenderer will be expected to submit final design drawings for approval before manufacturing and installation.

## 2.3 COMPLETION DATE

Service providers must complete the installations at each facility within three months of receipt of the order number.

## 2.4 GUARANTEE PERIOD

The successful tenderer will be required to guarantee all work executed for the period of at least twelve months and shall make good any defects due to inferior material or workmanship, fair wear and tear excluded. Two (2) sets of Operating and Maintenance Manuals to be made available and allowance to be made for Training of DOJ&CD officials on the operations of the installation.

## **2.5 BUILDING WORK**

Cutting of holes and making good as well as brackets and any alterations required to accommodate the new installation shall be included in the quotation. Successful Service Provider will be expected to discuss final measures with the Regional Facilities Manager, Department of Justice, to avoid unsightly pipework before any chasing or cutting for pipework is started. Service Provider will have to ensure that chases, holes and recesses are made in such a manner so as not to impair strength or stability of the walls, or reduce fire resistant properties of wall etc.

## **6. PROJECT SCOPE DELIVERABLES:**

### **3.1 WATER STORAGE TANKS**

#### **3.1.1 Supply, delivery and installation of:**

- **Adelaide Magistrate Court: two (2) 10 000lt polyethylene water tanks**
- **Bedford Magistrate Court: two (2) 10 000lt polyethylene water tanks**
- **Peddie Magistrate Court: three (3) 10 000lt polyethylene water tanks**

Tanks to be fitted with 40 mm diameter inlet at top, and 40 mm overflow outlet and 40 mm outlet at base of tank, including access hatch on top with vermin-proof vent. The tanks must be installed in the position as per attached schematic sketch and connected to the existing incoming municipal water supply line.

The Polyethylene tanks shall be installed and interconnected in series on a suitably designed and sized concrete base (25 MPa/19 mm), reinforced with Type 245 fabric reinforcement, with surface beds prepared on water proofing (not exceeding 200 mm thickness), and fitted with 32 x 16 mm galvanised hoop iron ties, 600 mm long, three times bend with one fixed to concrete to secure tanks. Surfaces of concrete must be smooth with a wooden float, to a broom finish. The installation of tanks must be fully integrated with the main Municipal water supply line fitted with a 50 mm automatic float level control valve including float switch or stainless steel ball valve installed complete as per manufacturer's instructions for uPVC 10 000 litre water tanks.

Earthworks:

Earthworks as per SANS 2001-DP1 for trenches for all types and sizes of buried pipelines, ducts, cables and prefabricated culverts, including excavation, preparation of trench bottoms, bedding, backfilling, and reinstatement of surfaces will form part of this contract.

Stormwater Channels:

Overflow and scour linked with opening in wall to the nearest v-drain, etc. shall be provided, rendered smooth all round, including excavations, formwork, etc.

Sundries:

- Excavate to open face to form cut-off drain to falls, form banks and remainder deposit on site where directed.
- Triangular shaped storm water channel outlet 900mm wide at head, 1.5m long at sides formed of 100mm thick concrete V-shaped base including all excavations, formwork and six 150 x 150mm broken bricks or stones protruding 150mm high at base of spill basin.

3.1.2 Supply, delivery and installation of:

- **Makanda (Grahamstown) Magistrates Court**

One (1) 46 000lt hot dipped galvanised Smart Tank Extreme "STE-63" (size 4.9m x 3.09m high)

Supply and install an American Water Works Associated D103,

Tank Wall: High Tensile Zincalume sheets 0.8mm -6mm,

Yield Strength: 250 N/mm Tensile Strength: 320 N/mm,

Coating: Zincalume (Zinc/Aluminium Alloy) AZ 150 including PVC Liner

(As per SANS 79 standard). Complete with:

- 80mm Inlet Table/ D Galvanised Screw installed complete as per manufacturers instruction in Smart Tank Extreme.
- 80mm Outlet Table / Dipped Galvanised installed complete as per manufacturers instruction in Smart Tank Extreme.



- 80mm Overflow Table / Dipped Galvanised installed complete as per manufacturers instruction in Smart Tank Extreme.
- 80mm Scour Drain Pipe Table or equal approved installed complete as per manufactures instruction in Smart Tank Extreme.
- 80mm Butterfly Valve Gear installed complete as per manufacturers instruction Smart Tank Extreme.

Hot Dipped Galvanised Dome Roof:

Dome Roof: Zink196”

Corrugated Zinalume Sheets: G550 High Tensile grade AZ 150 coating,

Roof Trusses Spacing: <1.5m spacing depending on the size and wind load,

Support Brackets: 100mm – 300mm hot dipped galvanised brackets,

Roof to be fitted with a wind turbine to reduce condensation,

Manhole: Frame and cover manufactured from 1mm zinalume sheets

Hot Dipped Galvanised Ladders

Ladders:

One (1) external Cat Ladder STE size 3.09m High with side railing: 50mm Angle  
Iron Steps: 16mm Reinforced Round Bar Y16 (As per SANS 51808)

One (1) internal Ladder STE size 3.09m High with side railing: 50mm Angle Steps:  
16mm Reinforced Round Bar Y16 (as per SANS 51808)

Earthworks:

Earthworks as per SANS 2001-DP1 for trenches for all types and sizes of buried pipelines, ducts, cables and prefabricated culverts, including excavation, preparation of trench bottoms, bedding, backfilling, and reinstatement of surfaces will form part of this contract.

Tenderer to allow for excavation and removal of material up to 300mm thick, including breaking up and removing of reinforced concrete.

Tank Stand / Base:

Concrete base (25 MPa/19mm) 300mm thick to accommodate tank must be cast with a ring beam comprising of high tensile steel reinforcement to structural concrete work fitted with Y12 Reinforcing Hoop Bars (104kg) and Y12 Stirrups (107kg), on a prepared surface bed with one layer 250 micron USB green waterproof sheeting sealed at lapse with pressure sensitive tape.

Surfaces of concrete must be smooth with a wooden float to a broom finish.

Stormwater Channels:

Unreinforced concrete 20 Mpa in-situ stormwater channels rendered smooth all round, including excavations, formwork, etc.:

- 1000 x150mm Thick V-dish channel x75mm deep (10m)
- Extra for angles, intersections, ends, dressing into sides of catchpits, etc. (4m<sup>2</sup>)

Sundries:

- Excavate to open face to form cut-off drain to falls, form banks and remainder deposit on site where directed (2m<sup>2</sup>)
- Triangular shaped storm water channel outlet 900mm wide at head, 1.5m wide at base and 1.5m long at sides formed of 100mm thick concrete V-shaped base including all excavations, formwork and six 150 x 150mm broken bricks or stones protruding 150mm high at base of the spill basin.

## **3.2 BOOSTER PUMP INSTALLATION**

### **3.2.1 Supply, delivery and installation of booster pump installations at:**

- Adelaide Magistrate Court:
- Bedford Magistrate Court:
- Peddie Magistrate Court:
- Makhanda Magistrate Court:

### **3.2.2 Adelaide Magistrate Court:**

- 3.2.1.1 The water backup system must be installed complete with two (2) suitably sized pressure controlled booster pumps (1.25 L/s @ 20 m Pressure Height) bolted to concrete plinth, in an "On-Duty-Standby" arrangement, fitted with 28 mm

sluice/gate valve with Teflon seat, 32 mm non-return valves, pressure sensors for start and stop pump operation, and no-water cut-off switches. The installation must include an inline solenoid valve to control water supply inflow and outflow between tanks and Municipal supply line to maintain quality of freshwater in tanks.

- 3.2.1.2 The booster pump installation shall be housed in a suitably sized vandal proof enclosure either self-contained or built with a secured/lockable galvanised mild steel cover constructed of 30 x 30 square gms tubing covered by 2.5 mm thick galvanised flat sheet pop-riveted or bolted to framework and finished with a hasp and staple complete with padlock and duplicate set of keys.
- 3.2.1.3 The Booster pump installation shall be complete with all suitably sized Class 12 HDPE pipe and fittings such as Inlet, outlet, feed, overflow pipe connections, float valve of same bore as supply pipe and any other fittings required to isolate components and manage the system. A bypass line must be installed fitted with gate valves for change over if and when maintenance is required to the installation. Bends is preferred to elbows, if practical, and if a reduction in size of pipe takes place at an angle, the bend or elbow must be the size of the larger pipe. Pipework shall be neatly run and secured, maintaining a proper fall to prevent air pockets lodging in pipes.

### **3.2.2 Bedford Magistrate Court:**

- 3.2.2.1 The water backup system must be installed complete with two (2) suitably sized pressure controlled booster pumps (1.25 L/s @ 20 m Pressure Height) bolted to concrete plinth, in an "On-Duty-Standby" arrangement, fitted with 28 mm sluice/gate valve with Teflon seat, 32 mm non-return valves, pressure sensors for start and stop pump operation, and no-water cut-off switches. The installation must include an inline solenoid valve to control water supply inflow and outflow between tanks and Municipal supply line to maintain quality of freshwater in tanks.
- 3.2.2.2 The booster pump installation shall be housed in the identified vacant Store Room as indicated on attached schematic lay-out sketch. The identified room floor, walls and door must be properly prepared and painted to accommodate the new installation. Door to include latch and padlock with duplicate keys to secure this installation.
- 3.2.2.3 The Booster pump installation shall be complete with all suitably sized Class 12 HDPE pipe and fittings such as Inlet, outlet, feed, overflow pipe connections, float valve of same bore as supply pipe and any other fittings required to isolate components and manage the system. A bypass line must be installed fitted with gate valves for change over if and when maintenance is required to the installation. Bends is preferred to elbows, if practical, and if a reduction in size of pipe takes place at an angle, the bend or elbow must be the size of the larger pipe. Pipework shall be neatly run and secured, maintaining a proper fall to prevent air pockets lodging in pipes.

### **3.2.3 Peddie Magistrate Court:**

- 3.2.3.1 The water backup system must be installed complete with two (2) suitably sized pressure controlled booster pumps (1.3 L/s @ 13 m head) bolted to concrete plinth, in an “On-Duty-Standby” arrangement, fitted with 28 mm sluice/gate valve with Teflon seat, 32 mm non-return valves, pressure sensors for start and stop pump operation, and no-water cut-off switches. The installation must include an inline solenoid valve to control water supply inflow and outflow between tanks and Municipal supply line to maintain quality of freshwater in tanks.
- 3.2.3.2 The booster pump installation shall be housed in a suitably sized vandal proof enclosure either self-contained or built with a secured/lockable galvanised mild steel cover constructed of 30 x 30 square gms tubing covered by 2.5 mm thick galvanised flat sheet pop-riveted or bolted to framework and finished with a hasp and staple complete with padlock and duplicate set of keys.
- 3.2.3.3 The Booster pump installation shall be complete with all suitably sized Class 12 HDPE pipe and fittings such as Inlet, outlet, feed, overflow pipe connections, float valve of same bore as supply pipe and any other fittings required to isolate components and manage the system. A bypass line must be installed fitted with gate valves for change over if and when maintenance is required to the installation. Bends is preferred to elbows, if practical, and if a reduction in size of pipe takes place at an angle, the bend or elbow must be the size of the larger pipe. Pipework shall be neatly run and secured, maintaining a proper fall to prevent air pockets lodging in pipes.

### **3.2.4 Makhanda (Grahamstown) Magistrate Court:**

- 3.2.4.1 The water backup system must be installed complete with one (1) CPM 200 @ 2.2kW (3HP) booster pump with a minimum of 3 Bar pressure booster pump, with flow control switch bolted to concrete plinth, and a 3.09m Std. Water Level Indicator (AC230V).
- 3.2.4.2 The booster pump installation shall be housed in a suitably sized vandal proof enclosure either self-contained or built with a secured/lockable galvanised mild steel cover constructed of 30 x 30 square gms tubing covered by 2.5 mm thick galvanised flat sheet pop-riveted or bolted to framework and finished with a hasp and staple complete with padlock and duplicate set of keys.
- 3.2.4.3 The Booster pump installation shall be complete with taps, valves, etc.:
- 22m Lockable tank cock with lugged brass lever as Cobra 541 or equivalent X1
  - 28 Sluice/gate valve with Teflon seat X1
  - 32mm non-return valve X2
  - Internal water supply:
    - 15mm class 2 copper pipe (20m)

- 22mm class 2 copper pipe (20m)

Compression fittings for:

- 15mm Bush, elbow, bend, tee, reducing tee, saddles etc. X5
- 22mm Bush, elbow, bend, tee, reducing tee, saddles etc. X5
- External water reticulation:
  - 32mm class 12 uPVC pressure pipes layed in and including trenches (20m)
  - 32mm uPVC pressure pipe cast in concrete (20m)
- Extra over uPVC pressure pipes for solvent welded pressure fittings:
  - 32mm Adaptor X4
  - 32mm Tee X2
  - 32 mm Elbow X2

## 7. ELECTRICAL EQUIPMENT AND WIRING:

### 7.1. EXTENT OF WORK

- 7.1.1. The work covered by this contract comprises the complete electrical installation, in working order, from the nearest electrical distribution board to pumping plant, including the supply and installation of all fittings.
- 7.1.2. All equipment shall be designed, manufactured and tested in accordance with the relevant South African National Standards (**SANS**).
- 7.1.3. Wiring, 16 mm<sup>2</sup> x 2-core PVC/PVC/SWA-ECC/PVC/600/1000V grade cable from the nearest distribution board to the booster pump installation shall form part of this contract. The supply voltage is 380/ 220 Volts, three phase, 50Hz. 150 mm wide cable danger warning tape must be placed 300 mm above cables in trenches. Cable termination shall be inclusive of glands, shrouds, lugs, making off and connections.
- 7.1.4. Laying of electrical cables:
- Excavate 600mm below finished ground level
  - Encase the installed cable in river sand or sifted sand
  - Mark the cable route with approved cable concrete marker
- 7.1.5. A new suitably sized circuit breaker shall be fitted in the nearest distribution board.

- 7.1.6. New suitable weatherproof isolators shall be provided near the booster pump installation by the successful contractor.
- 7.1.7. All material and equipment must be suitable for the supply voltage and the necessary precautions shall be taken against corrosion, i.e. exposed metal shall be anti-rust treated and all metalwork to be galvanised or suitably coated with an anti-corrosion finish.
- 7.1.8. Labelling & Colour Coding - The cost of labelling and colour coding must be included within the prices of respective equipment
- 7.1.9. The main isolator and main circuit breaker shall be double pole for single phase units with the correct D-curve tripping characteristics for the application. The pump shall be protected with a motor protection unit with lockable on/off switch with adjustable magnetic and thermal overloads. If single phase motors are provided, the live phase shall be looped through all three phase terminals of the motor protection unit. The complete system shall be earthed and the COC shall cover all equipment associated with the installation.
- 7.1.10. The electrical supply from the nearest DB shall be done in 4 core armoured cable with external earth. Cable shall be fixed with saddles at maximum 400 mm intervals or be placed on galvanised cable baskets. Cable/wire sizes shall conform to the requirements of SANS 10142. Position of nearest DB will be pointed out during the site inspection. The cable loading shall include for all the electrical items plus an additional allowance of 20%.

## **7.2. FIXING OF CONDUITS:**

25 mm diameter rigid PVC conduits shall be used as follows:

- Build in conduits in wall chases with cement mortar and clamps.
- Fix conduits on wall surfaces and in roof spaces with approved saddles.
- Cast conduit in concrete surface beds or slabs
- Do surface fixing level, plum, neatly and in straight line by means of standard spacer saddles.
- Conduits to end in conduit boxes

## **7.3. TRUNKING WITH COVER FIXED TO BRICKWORK**



Wiring to be channelled in 50 x 50 mm trunking

#### **7.4. STANDARD OF WORK**

The work shall be carried out in accordance with the latest issue of the S.A.N.S. 0142 Code of Practice for the Wiring of Premises.

#### **7.5. TESTS**

- 7.5.1. Allowance to be made for testing, balancing and commissioning of the complete electrical installation.
- 7.5.2. The installation shall be tested by the contractor as the work progresses or as required by the representative of Department of Justice and upon completion for earth continuity and insulation.
- 7.5.3. The final test before taking over the installation shall be made in the presence of the National Departmental of Public Works and Department of Justice Representatives.

#### **7.6. CERTIFICATE OF COMPLIANCE:**

A Certificate of Compliance in accordance with the latest issue of the S.A.N.S. 0142, Code of Practice for the Wiring of Premises, shall be completed by the contractor on completion of the installation without which the Department of Justice and Constitutional Development will not process payment.

#### **7.7. FINISHING AND MAKING GOOD**

The service provider shall repair, paint and make good any damage to finished walls, floors, ceiling, and existing equipment caused by his staff while on site. The blanking off and weather sealing around the openings shall be finished to match the existing finishes of the inside and exterior surfaces.

#### **7.8. SAFETY**

The service provides shall provide all safety equipment for his staff and shall undertake all his duties in conformance with the relevant OHS legislation. An acceptable Health and Safety Plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) must be submitted before taking occupation of site.

## **8. DRAWINGS AND DOCUMENTS**

- 8.1.** Full workshop drawings of system, support systems, piping, electrical panel, wiring diagram and inter wiring showing all pertinent information such as flow rate, velocity, wiring sizes and protection systems shall be submitted to DOJ&CD for approval before commencing manufacture, installation and commissioning.
- 8.2.** Three copies of full maintenance and operating manuals in files with plastic sleeves format and in electronic format shall be provided before final acceptance of installation.
- 8.3.** The minimum contents of the manuals shall be:
- Schematic diagrams, control diagrams and circuits, manufacturer's data sheets, commissioning data, copy of COC and as build drawings.
  - Basic start up, shut down and running procedures.
  - Fault check list in flow diagram format
  - Routine maintenance plan and checks to be performed.
  - List of critical spares and recommended spares to be kept on site complete with names and contact details of suppliers.
  - Material Safety Data sheets.
  - Manufacturer's data sheets and equipment brochures.
  - Any other information regarded as pertinent to the installation and operation of the system.

## **9. COMPETENCY AND EXPERIENCE**

- 9.1.1.** The tenderer must demonstrate that he or she possesses necessary professionals with technical qualifications and competence in relation to the scope of work and work to be undertaken.
- 9.1.2.** The tenderer must submit a company organogram with CVs and certified ID's of all principals and employed workforce as well as proof of professional registration for Electrician, Plumber and Safety Officer.

## **10. PROJECT PROGRAMME / PROJECT EXECUTION PLAN (PEP):**

Service providers shall prepare a detailed quotation for each of the above listed items. The quotation shall be detailed as per design details given above and the schedule of particulars shall be completed in every detail including a cost breakdown indicating material, key persons, times, and applicable labour and transport rates, failing which the quotation in question may be rendered illegible for consideration.

## **11. SCHEDULE OF PARTICULARS**

**11.1.** All schedules, as per attached annexures, which accompanies this quotation notice, forms an integral part of it, and shall be duly completed.

Annexure "A" – Adelaide Magistrates Court

Annexure "B" – Bedford Magistrates Court

Annexure "C" – Peddie Magistrates Court

Annexure "D" – Makhanda Magistrates Court

**11.2.** Under no circumstances will statements such as:

- See attached pamphlets
- Refer to catalogue
- Data to follow
- As given by supplier etc.

be acceptable to the Department

**11.3.** Installation offered and listed on the schedule shall comply with the specification requirements in all respects. Should it transpire that the installation is not suitable in performing the specification requirements in any respect, the service provider shall be responsible for any additional costs incurred in providing the required installation. It should be noted that the use of wording "OR EQUAL" by the service provider should be discouraged and may lead to the disqualification of the quotation.

## **12. ORDERING**

Price quotations will be requested for the fixed priced units as well as the costs of the items

## **13. PAYMENTS**

Payment will be made within 30 days after receipt of an invoice, and certification by DOJ&CD's Regional Facilities Manager that the goods supplied were received in good condition that the installation has been completed, commissioned, and in line with prices in accordance with the approved contract/quotation. Partial payment can only be considered once the site is fully completed.

## **14. MONITORING OF THE PROJECT**

The Regional Facilities Manager will serve as the Project Manager for all sites and will be responsible for contract administration and any decisions on project deliverables.

## **C4: SITE INFORMATION**

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### **C4.1 THE SITE**

**Site 1:** Adelaide Magistrate Court

Address: 49 A Church Street, Adelaide, 5760

**Site 2:** Bedford Magistrate Court

Address: 13A Andrew Turpin Street, Bedford, 5780

**Site 3:** Peddie Magistrate Court

Address: Naude Street, Erf 64, Peddie, 5640

**Site 4:** Makhandla (Grahamstown) Magistrate Court

Address: 119A High Street, Makhandla (Grahamstown), 6139

### **C4.2 WORK AREA**

The works undertaken will affect operations in the institution and as such the contractor will be required to provide equipment to isolate areas been worked on so that operations in the site continue during the project implementation.

### **C4.3 ACCESS**

Access to the sites are through security manned gates. Vehicles and individuals may be searched when accessing or exiting sites. The contractor must arrange temporary access cards for all his/her employees during the project implementations as access may be denied for unauthorised personnel. The Client reserves the right of admission to the premises.

## **ABBREVIATIONS AND DEFINITIONS**

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### **16 ABBREVIATIONS AND DEFINITIONS**

**AZ** means Aluminium/Zink

**CIDB** means Construction Industry Development Board

**COIDA** means Compensation for Occupational Injuries and Diseases Act

**COC** means Certificate of Compliance

**CSD** means Central Supplier Database

**DB** means Distribution Board

**DOJ&CD** means Department of Justice and Constitutional Development

**DPWI** means Department of Public Works and Infrastructure

**GCC** means General Conditions of Contract

**HDPE** means High Density Poly Ethylene

**JBCC** means Joint Building Contracts Committee

**KW** means Kilowatt

**MPa** means Megapascal

**OHS** means Occupational Health and Safety

**PEP** means Project Execution Plan

**PPPFA** means Preferential Procurement Policy Framework Act

**SANS** means South African National Standards

**SARB** means South African Reserve Bank

**SARS** means South African Revenue Service

**SBD** means Standard Bidding Documents

**STE** means Small Tank Extreme

**SCC** means Special Conditions of Contract

**UIF** means Unemployment Insurance Fund

**uPVC** means unplasticized polyvinyl chloride

**USB** means Under Surface Bed

**VAT** means Value Added Tax



**ANNEXURE A: BILLS OF QUANTITY**

ADELAIDE MAGISTRATES COURT

PRICING SCHEDULE 1

ITEM PARTICULARS REQUIRED

OFFER

|     | <b><u>BACK-UP WATER SUPPLY INSTALLATION.</u></b>  | <b><u>UNIT</u></b> | <b><u>QTY/ DESCRIPTION</u></b> | <b><u>RATE/M<sup>2</sup>/ITEM PRICE</u></b> | <b><u>AMOUNT</u></b> |
|-----|---|--------------------|--------------------------------|---|----------------------|
| 1.  | <b>uPVC Water Tank</b>  | No.                |                                |   |                      |
|     | Make & Model  |                    |                                |   |                      |
|     | Capacity/Seize of tank  |                    |                                |   |                      |
| 2.  | <b>Tank Stand:</b>  |                    |                                |   |                      |
| 2.1 | Tank Stand size (Length x Width x Dep't) built of brick and plaster or concrete including galvanized hoop iron ties.                          | No.                |                                |   |                      |
| 2.2 | Earthworks including excavation, preparation of trench bottoms, bedding, backfilling, stormwater channels and other excavations and form work | No.                |                                |   |                      |
| 3   | <b>Water Pump:</b>  |                    |                                |   |                      |
| 3.1 | Number of pumps   | No                 |                                |   |                      |
|     | Manufacturer  | Item               |                                |   |                      |
|     | Country of origin   | Item               |                                |   |                      |
|     | Size and Model No.  | Item               |                                |   |                      |
|     | Capacity L/s per Delivery Height  | Item               |                                |   |                      |
| 3.2 | Booster pump enclosure, frame cover and padlock.  | No                 |                                |   |                      |
| 3.3 | Are spares carried in stock?  | Item               |                                |   |                      |
| 3.4 | Are units treated against corrosion?  | Item               |                                |   |                      |
| 4.  | <b>Piping and fittings:</b>   |                    |                                |   |                      |
| 4.1 | Copper piping, Diameter and Length.   | Item               |                                |   |                      |

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|                            |   |       |  |  |  |
|----------------------------|---|-------|--|--|--|
| 4.2                        | Plumbing fittings and brackets to complete the installation. (Type, Make, Model, Size and Serial No's if applicable)  | Items |  |  |  |
| <b>5. Electrical Work:</b> |   |       |  |  |  |
| 5.1                        | No, Type, Make and Model no. of Control Systems inclusive of electrical supply power input (kW) and associated fittings as from D/B board.  | Items |  |  |  |
| 5.2                        | Cable and Sleeve/Ducting Type and Sizing  | Items |  |  |  |
| 5.3                        | Commissioning, testing, and issuing a Certificate of Compliance.  |       |  |  |  |
| 5.4                        | All other requirements, whether specifically mentioned or not, for a complete functional and safe installation conforming to all relevant codes and specifications (provide separate list of what is included as unspecified) |       |  |  |  |

|   |  |  |  |   |
|---|--|--|--|---|
| <b>Sub Total</b>                        |  |  |  | R |
| <b>ADD: VAT @ 15%</b>                   |  |  |  | R |
| <b>TOTAL QUOTATION AMOUNT INCL. VAT</b> |  |  |  | R |

2. Guarantee Period \_\_\_\_\_ months

Deviations from specification, delete as necessary **YES / NO**

If any please state: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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**BEDFORD MAGISTRATES COURT**

**PRICING SCHEDULE 2**

**ITEM PARTICULARS REQUIRED**

**OFFER**

|           | <b><u>BACK-UP WATER SUPPLY INSTALLATION.</u></b>  | <b><u>UNIT</u></b> | <b><u>QTY/ DESCRIPTION</u></b> | <b><u>RATE/M<sup>2</sup>/ITEM PRICE</u></b> | <b><u>AMOUNT</u></b> |
|-----------|---|--------------------|--------------------------------|---|----------------------|
| <b>1.</b> | <b><u>uPVC Water Tank</u></b>   | No.                |                                |   |                      |
|           | Make & Model  |                    |                                |   |                      |
|           | Capacity/Seize of tank  |                    |                                |   |                      |
|           |   |                    |                                |   |                      |
| <b>2.</b> | <b><u>Tank Stand:</u></b>   |                    |                                |   |                      |
| 2.1       | Tank Stand size (Length x Width x Dep't) built of brick and plaster or concrete including galvanized hoop iron ties.                          | No.                |                                |   |                      |
| 2.2       | Earthworks including excavation, preparation of trench bottoms, bedding, backfilling, stormwater channels and other excavations and form work | No.                |                                |   |                      |
|           |   |                    |                                |   |                      |
| <b>3</b>  | <b><u>Water Pump:</u></b>   |                    |                                |   |                      |
| 3.1       | Number of pumps   | No                 |                                |   |                      |
|           | Manufacturer  | Item               |                                |   |                      |
|           | Country of origin   | Item               |                                |   |                      |
|           | Size and Model No.  | Item               |                                |   |                      |
|           | Capacity L/s per Delivery Height  | Item               |                                |   |                      |
| 3.3       | Are spares carried in stock?  | Item               |                                |   |                      |
| 3.4       | Are units treated against corrosion?  | Item               |                                |   |                      |
|           |   |                    |                                |   |                      |
| <b>4.</b> | <b><u>Piping and fittings:</u></b>  |                    |                                |   |                      |
| 4.1       | Copper piping, Diameter and Length.   | Item               |                                |   |                      |
| 4.2       | Plumbing fittings and brackets to complete the installation. (Type, Make, Model, Size and Serial No's if applicable)                          | Items              |                                |   |                      |
|           |   |                    |                                |   |                      |
| <b>5.</b> | <b><u>Electrical Work:</u></b>  |                    |                                |   |                      |

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|     |   |       |  |  |  |
|-----|---|-------|--|--|--|
| 5.1 | No, Type, Make and Model no. of Control Systems inclusive of electrical supply power input (kW) and associated fittings as from D/B board.  | Items |  |  |  |
| 5.2 | Cable and Sleeve/Ducting Type and Sizing  | Items |  |  |  |
| 5.3 | Commissioning, testing, and issuing a Certificate of Compliance.  |       |  |  |  |
| 5.4 | All other requirements, whether specifically mentioned or not, for a complete functional and safe installation conforming to all relevant codes and specifications (provide separate list of what is included as unspecified) |       |  |  |  |

|  |   |  |  |   |
|--|---|--|--|---|
|  | <b>Sub Total</b>                        |  |  | R |
|  |   |  |  |   |
|  | <b>ADD: VAT @ 15%</b>                   |  |  | R |
|  |   |  |  |   |
|  | <b>TOTAL QUOTATION AMOUNT INCL. VAT</b> |  |  | R |

2. Guarantee Period \_\_\_\_\_ months

Deviations from specification, delete as necessary      **YES / NO**

If any please state: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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 Systems: Eastern Cape

**PEDDIE MAGISTRATES COURT**

**PRICING SCHEDULE 3**

**ITEM PARTICULARS REQUIRED**

**OFFER**

|           | <b><u>BACK-UP WATER SUPPLY INSTALLATION.</u></b>  | <b><u>UNIT</u></b> | <b><u>QTY/ DESCRIPTION</u></b> | <b><u>RATE/M<sup>2</sup>/ITEM PRICE</u></b> | <b><u>AMOUNT</u></b> |
|-----------|---|--------------------|--------------------------------|---|----------------------|
| <b>1.</b> | <b><u>uPVC Water Tank</u></b>   | No.                |                                |   |                      |
|           | Make & Model  |                    |                                |   |                      |
|           | Capacity/Seize of tank  |                    |                                |   |                      |
|           |   |                    |                                |   |                      |
| <b>2.</b> | <b><u>Tank Stand:</u></b>   |                    |                                |   |                      |
| 2.1       | Tank Stand size (Length x Width x Dep't) built of brick and plaster or concrete including galvanized hoop iron ties.                          | No.                |                                |   |                      |
|           |   |                    |                                |   |                      |
| 2.2       | Earthworks including excavation, preparation of trench bottoms, bedding, backfilling, stormwater channels and other excavations and form work | No.                |                                |   |                      |
|           |   |                    |                                |   |                      |
| <b>3</b>  | <b><u>Water Pump:</u></b>   |                    |                                |   |                      |
| 3.1       | Number of pumps   | No                 |                                |   |                      |
|           | Manufacturer  | Item               |                                |   |                      |
|           | Country of origin   | Item               |                                |   |                      |
|           | Size and Model No.  | Item               |                                |   |                      |
|           | Capacity L/s per Delivery Height  | Item               |                                |   |                      |
|           |   |                    |                                |   |                      |
| 3.2       | Booster pump enclosure, frame cover and padlock.  | No                 |                                |   |                      |
|           |   |                    |                                |   |                      |
| 3.3       | Are spares carried in stock?  | Item               |                                |   |                      |
|           |   |                    |                                |   |                      |
| 3.4       | Are units treated against corrosion?  | Item               |                                |   |                      |
|           |   |                    |                                |   |                      |
| <b>4.</b> | <b><u>Piping and fittings:</u></b>  |                    |                                |   |                      |
| 4.1       | Copper piping, Diameter and Length.   | Item               |                                |   |                      |
|           |   |                    |                                |   |                      |
| 4.2       | Plumbing fittings and brackets to complete the installation. (Type, Make, Model,  | Items              |                                |   |                      |

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|           |   |       |  |  |  |
|-----------|---|-------|--|--|--|
|           | Size and Serial No's if applicable)   |       |  |  |  |
| <b>5.</b> | <b>Electrical Work:</b>   |       |  |  |  |
| 5.1       | No, Type, Make and Model no. of Control Systems inclusive of electrical supply power input (kW) and associated fittings as from D/B board.  | Items |  |  |  |
| 5.2       | Cable and Sleeve/Ducting Type and Sizing  | Items |  |  |  |
| 5.3       | Commissioning, testing, and issuing a Certificate of Compliance.  |       |  |  |  |
| 5.4       | All other requirements, whether specifically mentioned or not, for a complete functional and safe installation conforming to all relevant codes and specifications (provide separate list of what is included as unspecified) |       |  |  |  |

|  |   |  |  |   |
|--|---|--|--|---|
|  | <b>Sub Total</b>                        |  |  | R |
|  | <b>ADD: VAT @ 15%</b>                   |  |  | R |
|  | <b>TOTAL QUOTATION AMOUNT INCL. VAT</b> |  |  | R |

2. Guarantee Period \_\_\_\_\_ months

Deviations from specification, delete as necessary **YES / NO**

If any please state: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



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**MAKHANDA MAGISTRATES COURT**

**PRICING SCHEDULE 4**

**ITEM PARTICULARS REQUIRED**

**OFFER**

|           | <u>BACK-UP WATER SUPPLY INSTALLATION.</u>   | <u>UNIT</u> | <u>QTY/ DESCRIPTION</u> | <u>RATE/M<sup>2</sup>/ITEM PRICE</u> | <u>AMOUNT</u> |
|-----------|---|-------------|-------------------------|--------------------------------------|---------------|
| <b>1.</b> | <b><u>Water Tank</u></b>  | No.         |                         |                                      |               |
|           | Make & Model  |             |                         |                                      |               |
|           | Type  |             |                         |                                      |               |
|           | Capacity/Seize of tank  |             |                         |                                      |               |
|           |   |             |                         |                                      |               |
| <b>2.</b> | <b><u>Tank Stand:</u></b>   |             |                         |                                      |               |
| 2.1       | Tank Stand size (Length x Width x Dep't) built of brick and plaster or concrete   | No.         |                         |                                      |               |
|           |   |             |                         |                                      |               |
| 2.2       | Earthworks including ring beam, hoop bars, stirrups, excavation, preparation of trench bottoms, bedding, backfilling, stormwater channels and other excavations and form work | No.         |                         |                                      |               |
|           |   |             |                         |                                      |               |
| <b>3</b>  | <b><u>Water Pump:</u></b>   |             |                         |                                      |               |
| 3.1       | Number of pumps   | No          |                         |                                      |               |
|           | Manufacturer  | Item        |                         |                                      |               |
|           | Country of origin   | Item        |                         |                                      |               |
|           | Size and Model No.  | Item        |                         |                                      |               |
|           | Capacity L/s per Delivery Height  | Item        |                         |                                      |               |
|           |   |             |                         |                                      |               |
| 3.2       | Booster pump enclosure, frame cover and padlock.  | No          |                         |                                      |               |
|           |   |             |                         |                                      |               |
| 3.3       | Are spares carried in stock?  | Item        |                         |                                      |               |
|           |   |             |                         |                                      |               |
| 3.4       | Are units treated against corrosion?  | Item        |                         |                                      |               |
|           |   |             |                         |                                      |               |
| <b>4.</b> | <b><u>Piping and fittings:</u></b>  |             |                         |                                      |               |
| 4.1       | Copper piping, Diameter and Length.   | Item        |                         |                                      |               |
|           |   |             |                         |                                      |               |
| 4.2       | Plumbing fittings and brackets to complete the installation.  | Items       |                         |                                      |               |

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|           |   |       |  |  |  |
|-----------|---|-------|--|--|--|
|           | (Type, Make, Model, Size and Serial No's if applicable)   |       |  |  |  |
| <b>5.</b> | <b>Electrical Work:</b>   |       |  |  |  |
| 5.1       | No, Type, Make and Model no. of Control Systems inclusive of electrical supply power input (kW) and associated fittings as from D/B board.  | Items |  |  |  |
| 5.2       | Cable and Sleeve/Ducting Type and Sizing  | Items |  |  |  |
| 5.3       | Commissioning, testing, and issuing a Certificate of Compliance.  |       |  |  |  |
| 5.4       | All other requirements, whether specifically mentioned or not, for a complete functional and safe installation conforming to all relevant codes and specifications (provide separate list of what is included as unspecified) |       |  |  |  |

|  |   |  |  |   |
|--|---|--|--|---|
|  | <b>Sub Total</b>                        |  |  | R |
|  |   |  |  |   |
|  | <b>ADD: VAT @ 15%</b>                   |  |  | R |
|  |   |  |  |   |
|  | <b>TOTAL QUOTATION AMOUNT INCL. VAT</b> |  |  | R |

2. Guarantee Period \_\_\_\_\_ months

Deviations from specification, delete as necessary      **YES / NO**

If any please state: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## **ANNEXURE B: GENERAL CONDITIONS OF CONTRACT**

### 8. GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

#### **NOTES**

The purpose of this document is to:

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

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

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

#### **TABLE OF CLAUSES**

|  |  |
|--|--|
| 1. Definitions   | 18. Contract amendments                                |
| 2. Application   | 19. Assignment   |
| 3. General   | 20. Subcontracts                                       |
| 4. Standards   | 21. Delays in the supplier's performance               |
| 5. Use of contract documents and information; inspection | 22. Penalties  |
| 6. Patent rights   | 23. Termination for default                            |
| 7. Performance security                                  | 24. Dumping and countervailing duties                  |
| 8. Inspections, tests and analysis                       | 25. Force Majeure                                      |
| 9. Packing   | 26. Termination for insolvency                         |
| 10. Delivery and documents                               | 27. Settlement of disputes                             |
| 11. Insurance  | 28. Limitation of liability                            |
| 12. Transportation                                       | 29. Governing language                                 |
| 13. Incidental services                                  | 30. Applicable law                                     |
| 14. Spare parts  | 31. Notices  |
| 15. Warranty   | 32. Taxes and duties                                   |
| 16. Payment  | 33. National Industrial Participation Programme (NIPP) |
| 17. Prices   | 34. Prohibition of restrictive practices               |

#### **General Conditions of Contract**

##### **1. Definitions**

##### **1. The following terms shall be interpreted as indicated:**

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

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

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

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

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is 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.

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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 ancillaries 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](http://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 analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with 7 supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

## **9. Packing**

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

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

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

#### **16. Payment**

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

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

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

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

#### **17. Prices**

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

#### **18. Contract amendments**

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

#### **19. Assignment**

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

#### **20. Subcontracts**

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

#### **21. Delays in the supplier's performance**

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

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

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

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

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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 antidumping 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, 12 damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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



## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

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

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

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

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

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

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

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

## **28. Limitation of Liability**

28.1 Except in cases of criminal negligence or 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

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

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address

furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

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

### **32. Taxes and duties**

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

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

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

### **33. National Industrial Participation (NIP) Programme**

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

### **34. Prohibition of Restrictive practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No.89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is /are or a contractor(s) was/ were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/ have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No.89 of 1998.

34.3 If a bidder(s) or contractor(s), has /have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and or terminate the contract in whole or part, and/or restrict the bidder (s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor concerned