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

DUE AT 11:00 AM ON

25 APRIL 2025

WTE-2502ES

**REPAIR OF ELECTRICAL PLANT AT GOEDERTROUW
DAM**

SUBMIT TENDER DOCUMENT

TO

POSTAL ADDRESS:
SUPPLY CHAIN MANAGEMENT
OFFICE:
WATER AND SANITATION
PRIVATE BAG X 24
HOWICK, 3290
NB: PLEASE QUOTE TENDER
NUMBER

OR
TO BE DEPOSITED IN:
THE TENDER BOX AT THE
ENTRANCE
OF MIDMAR DAM GUARDHUT
MIDMAR DAM
NB: PLEASE COMPLETE REGISTER

TENDERER: (Company address and stamp)

COMPILED BY: DEPARTMENT OF WATER AND SANITATION:

Tender Notice and Invitation to Tender

REPAIR OF ELECTRICAL PLANT AT GOEDERTROUW DAM

Employer Tender Number: WTE-2502ES

cidb Reference Number: 100103446

DEPARTMENT OF WATER AND SANITATION EASTERN OPERATIONS (KZN) INVITES TENDERS FOR REPAIR OF ELECTRICAL PLANT AT GOEDERTROUW DAM

It is estimated that tenderers should have a cidb contractor grading of 2EP or 2EB or higher.

NO FEES REQUIRED. DOCUMENTS AVAILABLE ON NATIONAL TREASURY E-TENDER WEBSITE.

Queries relating to the issues of these documents may be addressed to:

CLAUDE PACKREE

Tel No. 0824535643

E-mail. PACKREES@DWS.GOV.ZA

A compulsory clarification meeting with representatives of the Employer will take place at GOEDERTROUW DAM: ESHOWE on 15 April 2025 starting at 10h00.

The closing time for receipt of Tenders is 11h00 on Friday, 25 April 2025.

Emailed and Late Tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

Requirements for sealing, addressing, delivering, opening and assessment of Tenders are stated in the Tender Data.

DEPARTMENT OF WATER AFFAIRS

INSTRUCTIONS TO BIDDERS: PURCHASES

1. The standard bidding forms should not be retyped or redrafted but photocopies may be prepared and used. Additional offers may be made of any item but only on a photocopy of the page in question or on other forms obtainable from the Head of Procurement: Department of Water Affairs, Private Bag X313, Pretoria, 0001, Attention: Supply Chain Management Office. Additional offers made in any other manner may be disregarded.
2. Should standard bid forms not be filled in by means of mechanical devices, for example typewriters, ink, preferably black, must be used to fill in bids.
3. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated.
4. Where items are specified in detail, the specifications form an integral part of the bid document and bidders shall indicate in the space provided whether the items offered are to specification or not.
5. In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified".
6. In cases where the items are not to specification, the deviations from the specifications shall be indicated.
7. The bid prices shall be given in the units shown.
8. With the exception of basic prices, where required, all prices shall be quoted in South African currency.
9. Delivery basis:
 - (a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of bid, shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station if the goods are required elsewhere.
 - (b) Notwithstanding the provisions of paragraph 9(a), bid prices for supplies in respect of which installation/erection/assembly is a requirement, shall include ALL costs on a basis of delivered on site as specified.
10. Unless specifically provided for in the bid document, no bids transmitted by telegram, telex, facsimile, e-mail or similar apparatus shall be considered.

ANNEXURE 7

11. Bids received after the closing date and time are late and will as a rule not be accepted for consideration.
12. Bids will be opened in public, that is, bidders or their representatives may be present. If requested by any bidder, the names of bidders and if practical the total amount of each bid and of any alternative bids, will be read aloud.
13. The period for which offers are to remain valid and binding is indicated in the bid documents and is calculated from the closing date on the understanding that offers are to remain in force and binding until the close of business on the last day of the period calculated and if this day falls on a Saturday, Sunday or public holiday, the bid is to remain valid and binding until the close of business on the following working day.
14. These conditions (Annexure 7) form part of the bid and failure to comply therewith may invalidate a bid.
15. Bidders are requested to promote local content optimally. Bidders who use locally manufactured components, products, equipment and systems, may claim preferences as set out in the Preference Points Claim Form, if attached.
16. After public opening of bids, information relating to the examination, clarification and evaluation of bids and recommendations concerning awards will not be disclosed to bidders or other persons not officially concerned with the process, until the successful bidder is notified of the award. The bid documentation of bidders is considered to be confidential and will under no circumstances be made available to other bidders or other persons.
17. If you are a supplier but not the actual manufacturer and will be sourcing the product(s) from another company, a letter from that company(ies)/supplier(s) confirming firm supply arrangement(s) in this regard, has to accompany your bid and failure to submit the document may invalidate your bid.
- 17.1 The said company/supplier must confirm that it has familiarised itself with the item description, specifications and bid conditions and if the bid consist of more than one item it should be clearly indicated in respect of which item(s) the supportive letter has been issued.
18. The financial standing of bidders and their ability to manufacture or to supply goods or to render a service may be examined before their bids are considered for acceptance.
19. The Department may, where a bid relates to more than one item, accept such bid in respect of any specific item or items and also accept part of the specified quantity of any specific item or items.
20. The Department is not obliged to accept any bid. The evaluation of a bid will be done in accordance with the Preferential Procurement Policy Framework Act, 2000 (Act no. 5 of 2000) and its regulations.

ANNEXURE 7

21. After approval of the bid, both parties must sign a written contract. The Contract Form must be filled in duplicate by both the successful bidder and the purchaser. Both Contract Forms must be signed in the original so that the successful bidder and the purchaser would be in possession of originally signed contracts for their respective records.
- 21.1 Failure of the successful bidder to sign the Contract Form in ink may result in the invalidation of their bid.

July 2004

Special Conditions of Bid: Purchases



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

BRANCH: WATER RESOURCE MANAGEMENT

CD: WATER RESOURCES INFRASTRUCTURE OPERATIONS AND MAINTENANCE

D: OPERATIONS EASTERN

TECHNICAL SPECIFICATION

REPAIR OF ELECTRICAL PLANT AT GOEDERTROUW DAM

1 Document control sheet

Revision No	01
Title	REPAIR OF ELECTRICAL PLANT AT GOEDERTROUW DAM

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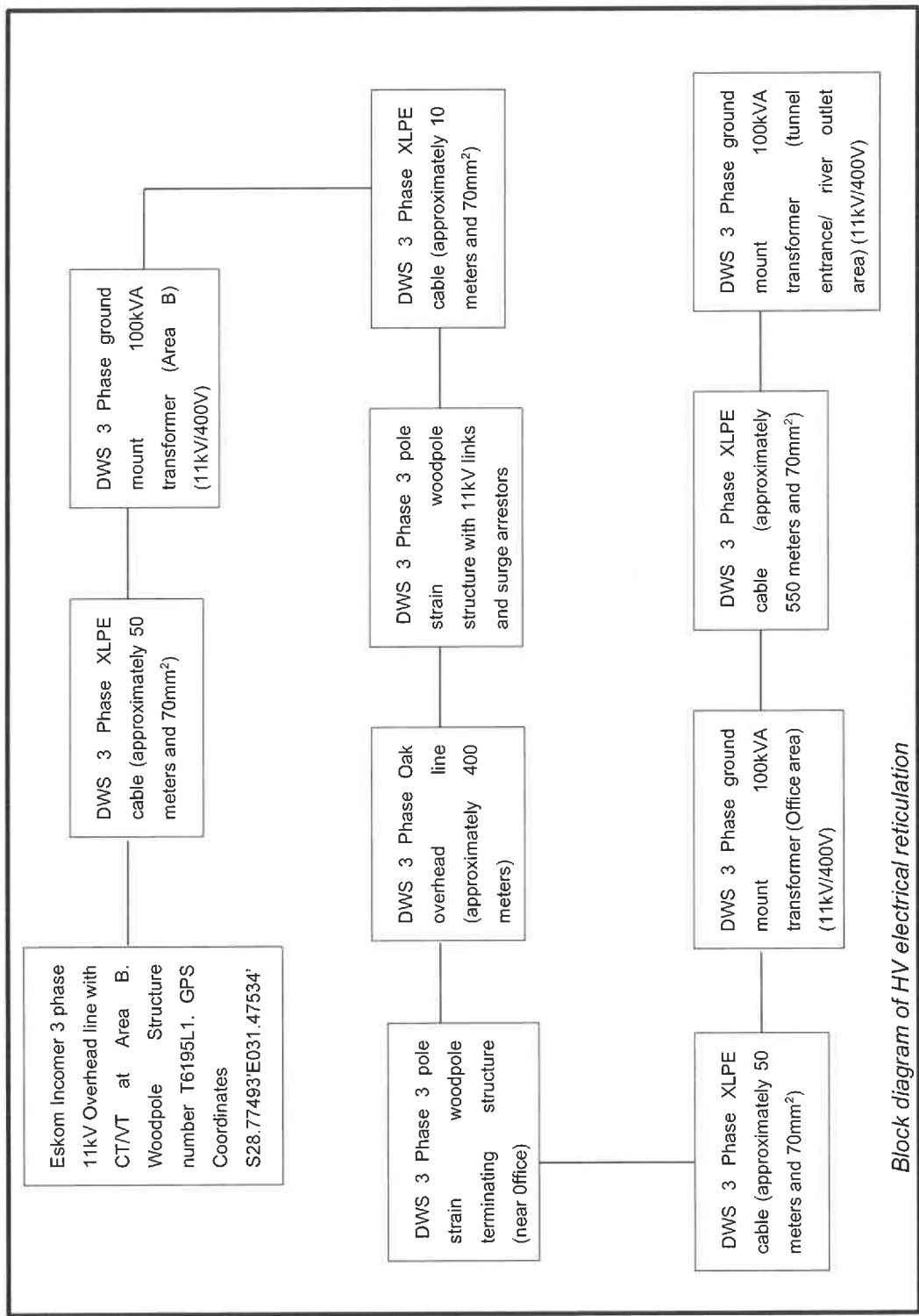
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2 Introduction & project background

Goedertrouw dam is located on the Mhlathuze river approximately 20 km north of the town Eshowe in KwaZulu Natal.

The coordinates of the dam is 28° 46' 38'' S; 31° 28' 59'' E

Goedertrouw Dam is normally supplied with electricity via a three-phase overhead 11kV line from Eskom. Eskom terminates on a CT/VT wood pole structure and supplies bulk 11kV to DWS. Eskom's overhead line is assumed to be fox conductor. The block diagram below depicts the typical electrical HV reticulation at Goedertrouw Dam. Due to theft and vandalism, there is no electrical supply to the dam currently.



An project was successfully completed by Eskom for the supply and installation of new transformers. One 100kVA 11kV/400V pole top transformer installed by the office area. One 400kVA 11kV/400V pole top transformer installed outside the entrance gate to the outlet works. The work detailed in this specification shall be planned such that it is implemented as a matter of urgency to ensure that the cables and electrical equipment installed is not stolen or vandalised.

3 Scope of Work

The scope of this project is intended to cover the following:

- Restoration of power supply to the load at the dam including assessment, decommissioning, removal, disposal/delivery of scrap/decommissioned plant, design, construction, manufacture, refurbishing, supply, transport, rigging, accessing, installation, testing, complete commissioning and handover operational plant / system.
- Complete refurbishment of motor switchgear, control and protection panel at New Ventures pump station.
- The design, supply, installation, testing and commissioning of a distribution kiosk for the houses and proposed office.
- Issuing of COCs, manuals and drawings for all the electrical installations covered in this scope.
- Handover of the electrical plant covered in this scope in a fully operational state.

3.1 Supply to the Outlet works

At the outlet works, the LV supplies the tunnel as well as outlet works control room and new ventures pump station. The LV supply must be taken from the supply side of the LV breaker at the Eskom 400kVA transformer and feed into a main distribution board. 2x 150mm² sized Cables, armoured, terminated and trenched with proper bedding and backfilling best practices will be preferred, however, the contractor shall be responsible for implementation of an appropriately designed system to meet the load requirements.

The contractor must ensure the restoration of electrical supply to the tunnel, outlet works control room and new ventures pump station.

3.2 Motor switchgear, control and protection panel

- The panel currently consists of 5 panels for the control of 3 x 160kW 400V 3 phase induction motors coupled to pumps, Main incomer panel and LV distribution panel. Each pump control panel consists of:

- Pump start switching and indication
- Pump Stop switching and indication
- System ready indication

- Pump running indication
- Local, off and auto key switch
- Pump running hours indication
- 400V Voltmeter
- 500A ammeter
- Main isolator
- Three MCE-F150 contactors with MCE LA1 DN11 auxiliary contacts for motor start up
- Three NH-1 250A 500VAC, 440VDC 120kA instantaneous current fuses
- Current transformer and CHINT NR2-25 thermal protection relay
- Star delta timer
- LV distribution board with
 - 1 x single phase 63A earth leakage breaker, 7 x single phase 20A breakers, 1 x three phase 63A spare breaker, 1 x three phase 63A domestic water pump breaker, 1 x three phase 63A generator supply breaker, 1 x three phase 63A tunnel lights breaker, 1 x BG0910A three pole 20A contactor, 1 x three phase 63A generator incomer breaker, 1 x 3 phase 63A generator breaker.
- The board shall be removed from site to an accredited factory/workshop for the refurbishment and testing.
- The board shall be factory acceptance tested in the presence of the DWS project manager or his representative along with the contractor or his representative
- Board shall include overload, overcurrent, motor stall and earth fault protection. Complete rewiring, commissioning and certificate of compliance issued.
- The refurbishment shall be done in accordance with all applicable standards.
- The system shall be test run as part of the commissioning.



Figure 1: New Ventures Pump Station Switchgear Panel



Figure 2: Switchgear panel (Pump 1 and 2)

3.3 LV supply to the houses and Offices

At the office / water control officer's house area, the LV supplies the houses and will supply the office that will be constructed soon.

Kiosk

- The contractor shall design, supply, install, test and commission a distribution kiosk.
- Layout drawing of the kiosk shall be submitted to the Engineer for approval prior to manufacturing.
- The board shall consist of suitably sized supply breakers with protection both three phase and single phase including two spare breakers for single phase and 3-phase for future supplies. Cables shall be suitably sized, armoured, terminated.
- The Kiosk shall be designed with all doors to the components lockable and only accessible either with a tool or a key. It shall be vermin and dust proof.
- It shall be fitted with a degree angled roof that will divert the water to no less than two sides. And an overhang of at least 50 mm is required above any door.
- The kiosk shall be of adequate size to accommodate specified equipment and a minimum of 30% spare capacity shall be allowed for future.
- The construction of the board shall be such that isolators, circuit breakers, contactors and all other electrical control equipment are mounted on the framework. Upon removal of the panels the wiring and equipment shall be easily accessible.
- All protective devices must be of the correct rating and capable of withstanding the prospective fault level.
- The components must be correctly and permanently marked and labelled.
- It shall be the responsibility of the Contractor to notify the Engineer when the cabinets can be inspected and tested at the manufacturer's premises before delivery to site.
- All installations including all accessible components must comply with the SANS 10142. The installation must also comply with the general safety principles of SANS 10142.
- All general earthing LV and control earthing shall be carried out in compliance with all applicable standards.

Cable

- The LV supply must be taken from the supply side of the LV breaker at the Eskom 100kVA transformer and feed into a kiosk through preferably a 150mm² armoured underground cable, however the contractor shall be responsible for an appropriately designed system for the load requirements.
- The cable shall be factory tested, and certificates and results must be provided.
- The installation of the cable shall be done in accordance with all applicable standards.

4 Site visit

The contractor shall visit the site before submitting a quotation in which the contractor shall familiarize themselves with the components of the dam for the purposes of this project and accuracy of the quotation. The contractor must identify all work necessary to achieve the purpose of this project and must explicitly indicate this at the site visit. Any oversight on the contractor's behalf must not impact on the quality of the completed project and shall be for the contractor's cost to rectify such oversight. The contractor shall ensure that only critical role players attend the site visit and are involved in the project to ensure that the Department does not incur unnecessary expenditure.

5 General

- An Assembly shall incorporate all components and equipment necessary to achieve the functionality defined in the Project Specification.
- Workmanship shall be of first-class commercial quality, in accordance with best workshop practice and South African National Standards.
- Modification, if any suggested during scrutiny/approval of drawings and execution of work, shall be carried out by successful contractor at no extra cost.
- All equipment supplied shall be new and best of their respective kinds and shall be of the class most suitable for the purpose for which they are intended.
- The workmanship shall be of the highest quality throughout. All materials and workmanship which may, in the opinion of the Engineer, be inferior to that specified for the work will be condemned. All condemned material and workmanship must be replaced or rectified at no cost to the client.
- All materials, components, and equipment used in the manufacture of the Assembly shall be new and unused, shall be of current manufacture, and shall be free from any defects or imperfections.

6 Tests

- On completion of manufacture, the Assembly shall be subjected to a factory acceptance test (FAT), comprising the Manufacturer's in-house tests, and the repeat tests witnessed by the Client and the Engineer.
- Once the witnessed FAT has been carried out, signed off, and any remedial works have been completed and re-tested, the Assembly is ready for delivery to site. Once erected in position, the Assembly shall be subjected to a witnessed site acceptance test (SAT).
- Once the SAT has been carried out and signed off, any remedial works shall be completed and re-tested. Plant installation and site cabling will then be carried out by others, and on its completion, witnessed commissioning shall commence.
- The manufacturer shall allow for each test (apart from in-house tests) to be witnessed by both the Client and the Engineers simultaneously. An individual testing activity shall not be considered to have been completed until any results have been recorded, and it has been signed off by the Engineer.
- The manufacturer shall provide the Client and Engineers with all reasonable facilities, including testing staff and test equipment, to carry out the inspections and tests, and to check the Assembly for compliance with all of the Client's requirements.
- The manufacturer shall ensure that all testing is carried out in a safe manner, and shall protect those witnessing from danger, in accordance with the Occupational Health and Safety Act.
- In order to demonstrate the functionality of each circuit, external devices shall be simulated in a representative manner.
- Where the Assembly incorporates equipment requiring special testing facilities or procedures, the manufacturer shall ensure that appropriate resources are available, including where necessary, representatives from the equipment Manufacturer.

Factory acceptance tests (FATs)

- a) The manufacturer shall perform his in-house works tests in accordance with the proposed FAT procedures and shall satisfy himself as to the accuracy and quality of the manufactured Assembly in accordance with the accepted design.
- b) The in-house and the witnessed FATs shall check compliance with SANS 60439-1, and shall include the following:
 - ❖ A thorough external and internal visual inspection.
 - ❖ Confirmation of adequate earthing.
 - ❖ Secondary injection testing of all protective circuits shall be carried out, except where discrete current transformers are used; in which case sufficient primary injection testing shall be carried out to prove the ratio and the polarity.
 - ❖ Megger tests shall be performed across all main and distribution busbar joints.
 - ❖ All busbars shall be subjected to a single witnessed reduced voltage dielectric 'flash' test; the in-house test shall also be at a reduced voltage.
 - ❖ All power circuits shall be subjected to insulation resistance tests.
 - ❖ The operation of every mechanical device and interlock shall be verified.
 - ❖ All circuits and their functionality shall be tested as detailed in the Control Philosophy
 - ❖ Any other test necessary to verify satisfaction with the requirements of Table 7 of SANS 60439-1.
- The Engineer preserves the right to cancel and postpone tests if he finds that the Contractor has not made reasonably sure that the test will be successful. Any extra costs incurred shall be borne by the Contractor.

Site acceptance test (SAT)

- All equipment and every circuit that was altered or disturbed subsequent to the completion of the FAT, or for shipping and site erection, shall be specifically re-tested for integrity and functionality.
- During the SAT, all busbar joints that are re-tightened on site shall be subjected to a further Megger test, and all busbars shall be subjected to a single witnessed full voltage dielectric 'flash' test.
- The process functionality of each aspect of the control system and its operator interface shall be demonstrated.
- A COC shall be provided to the project manager before final Testing and Commissioning can start.

Commissioning

- Prior notice of and proper arrangements for the commissioning shall be made with the project manager, all electrical contractors and suppliers of equipment which will be affected by the commissioning operation.
- All sections of the works shall be carefully inspected by the contractor to ensure that all construction and installation work has been properly completed.
- Commissioning and testing on site shall be carried out by experienced personnel under the contractor's supervision.
- All re-commissioning tests and checks shall be agreed with the project manager prior to the commencement therewith.
- When all the tests required before commissioning, or tests before tests on completion, have been completed and accepted by the Engineer, the commissioning may proceed. During this period the contractor shall instruct the operating and maintenance staff in the correct procedures of operating the plant under all circumstances of operation, including emergency conditions, the correct servicing of every part, and similar instructions. This shall be done by demonstration and confirmation, in writing, and operating manuals shall be referred to for this purpose.
- The Contractor shall complete commissioning sheet during the commissioning period and all items listed shall be entered. Final handover certificates will not be issued for equipment with incomplete commissioning reports. Information that is not available or applicable, or reasons for not performing certain tests shall be agreed with the Project manager.
- Commissioning of the plant shall include operating under conditions which shall adequately prove that all the specifications are met. All safety devices, stand-by plant, automatic controls and protection devices shall be adequately tested for reliability and correct functioning. The contractor may be called upon to repeat testing during the maintenance period if the performance of any equipment supplied under this contract is suspected to be substandard by the Engineer. Such tests shall be for the contractor's account and shall comply with the requirements specified.
- After the contractor has provided training to the employer and provided all other contractual requirements have been met, the latter will sign the commissioning report.
- Note that if any equipment should fail during the commissioning period, the equipment shall be repaired or replaced by the contractor, and testing and commissioning will commence from scratch.
- During the commissioning period, the contractor shall be responsible for providing all labour and materials (including testing equipment) and shall carry out all the servicing and any adjustment of the plant required for ensuring that it operates as specified.

7 Occupational Health and Safety

- The Occupational Health and Safety and Regulations (Act number 85 of 1993) is applicable. Construction Regulations, General Machinery Regulations and Driven Machinery Regulations have particular reference. The DWS shall ensure that the provisions of the OHS are complied with for the duration of the project. From date of site handover to the contractor until the completed work is handed back to the Department of Water and Sanitation, the contractor shall be responsible for maintaining safe conditions on site. As the "owner" of the site, the contractor shall bear all responsibilities in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the regulations promulgated in terms of the Act or Factories, Machinery and Buildings Work Act, whichever is applicable.

The contractor prior to commencing on with the project shall submit:

- ❖ A comprehensive OHS file in accordance with the OHS Act.
- ❖ A detailed site-specific risk assessment for review and acceptance.
- ❖ A detailed method statement for approval by the Project Manager.
- All work shall be done in accordance with relevant legislation(s) and regulation(s). The DWS reserves the right to stop the contractor from executing work, which is not in accordance with the contractor's OHS plan for the site or which poses a threat to the health and safety of persons.
- The contractor may not appoint a subcontractor unless the contractor is reasonable satisfied that the subcontractor has necessary competencies and resources to perform work safely. Any subcontractor appointment shall be approved by the Project Manager. Where a contractor appoints a subcontractor, all OHS Act requirements shall be applicable to the subcontractor.
- The contractor shall appoint a full-time competent employee in writing as the project supervisor, with the duty of supervising the project.
- When the contractor and employees are found contravening OHS Act, the DWS shall stop the work until such time that the contractor implemented corrective measures to the satisfaction of the DWS.
- The contractor shall be responsible for supplying and installing the required safety signs as determined by the Occupational Health and Safety Act, 1993 (Act No85 of 1993) and the regulations promulgated in terms of the Act of Factories, Machinery and Building Works Act, whichever is applicable, both during the construction phase and for the completed works.
- All safety signs shall comply with the requirements of the latest edition of SANS 1186 as applicable.
- The Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.
- The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
- No blasting or working with percussion tools will be allowed unless prior written approval from the Engineer and local authorities is obtained.
- Safety of the public must be of prime importance and the utmost care must be taken to ensure that the correct signs, barriers, and warning devices are in place.

7.1 Section 37.2 appointment

In accordance with the provisions of Section 37(2) of the Occupational Health and Safety Act 85 of 1993 wherein the Department of Water and Sanitation as Employer has entered into a contract with the Contractor, in terms of which the Contractor is to perform certain work and services for and on behalf of the Employer, subject to the terms and conditions as contained in such contract.

Then parties have agreed that in respect of performance of the work the Contractor shall be responsible for compliance with the Occupational Health & Safety Act and its Regulations. The Employer and Mandatory accordingly enter in this agreement in terms of Section 37(2) of the OHS Act.

7.2 Risks Identified by the DWS

The following are the risks associated with this project as identified by the DWS:

- ❖ Flooding
- ❖ Drowning
- ❖ Working at height
- ❖ Dehydration
- ❖ Falling
- ❖ Injury due to falling material
- ❖ Paint or chemical inhalation
- ❖ Injury due to hand tools
- ❖ Snake bite
- ❖ Falling due to slippery surfaces
- ❖ Failure of rigging equipment
- ❖ Noise due to grinding, blast cleaning, etc
- ❖ Hand arm vibration syndrome due to prolonged use of vibratory equipment
- ❖ Scaffold and climbing equipment collapse
- ❖ Airborne Fibres and Materials
- ❖ Electrocution
- ❖ Moving Machinery
- ❖ Service gate or isolating equipment failure
- ❖ Overhead Crane failure
- ❖ Back injuries from carrying heavy loads
- ❖ Confined spaces

Notwithstanding the abovementioned risks the contractor shall formulate a risk management plan which will include additional risks identified by the contractor.

8 Lock out

Prior to decommissioning and commencement of any work, the contractor in conjunction with the Project Manager shall isolate and lock out intake line, valves, actuators, electrical equipment and all sources of energy relevant to the scope of work in accordance with the Occupational Health and Safety Act (OHSA). The permit to work system must be complied with and only authorised persons shall work on the plant.

9 Quality control

- The quality of the work shall be assured in accordance with the DWS Quality Control Specification, that is, DWS 2020. Prior to commencing with the project, the Quality Control Plan (QCP) shall be submitted to the DWS for review, acceptance and or approval.
- All Plant shall be subject to inspection and testing by the Engineer at the Manufacturer's premises before despatch. No material shall be delivered to the Site without inspection having being carried out or waived by the project manager in writing.

- Inspection of equipment shall be carried out by the DWS representative or a nominated and approved inspection authority.
- The DWS may employ an independent, technically qualified organisation to carry out quality surveillance of the work on his behalf. The inspection authority has the right to inspect any item covered in the Contract at any stage of execution of the Project.
- The Manufacturer's material test data certification and the Contractor's quality records shall be subject to examination by the Engineer or his representative.
- For the purpose of carrying out quality surveillance, the Engineer or his representative shall be granted access to any part of the Contractor's premises and Site relevant to the work being carried out, at any reasonable time.

9.1 Costs of Quality Control

- The cost for quality control shall be included in the quoted rates.
- When surveillance results in rejection or when notice by the Contractor results in a fruitless trip, the cost borne by the DWS shall be debited against the Contractor's account.
- If additional inspections, tests and analyses requested by the DWS prove that the repair and load testing is in accordance with the Specification, the costs of the inspections and/or tests including transport will be defrayed by the DWS. However, should the additional investigations prove that the repair and load testing does not conform to the specifications; the costs shall be defrayed by the Contractor. The Project Manager shall have the right, without prejudice to any other legal remedy, to deduct such costs from payments due to the Contractor under the Contract.
- Where Plant or services fail to meet the Contract requirements but are nevertheless accepted at an agreed revised rate, the costs with regard to inspections, test and analyses shall be for the Contractor's account unless otherwise directed by the DWS.

10 Non-Compliance with the Specification

- Plant, materials and services that do not conform to the requirements of this Specification shall be rejected. Such rejected plant shall be held at the cost and risk of the Contractor who shall, when called upon, and at his own cost, repair the defects according to the Contract.
- Failing satisfactory repair of rejected equipment, the Plant shall be returned to the Contractor at his cost and risk without any opportunity to substitute the rejected Plant. Alternative Plant may be purchased at the Contractor's expense, or an approved Contractor may be employed to do the repair.
- Should the Contractor fail to comply with the provisions of this specification, the Certificate of Commissioning shall not be issued.

11 Modifications

Any modifications or deviations from the specification shall be indicated on the form "Proposed Alterations to Specification". The Contractor shall make no changes or modifications to any part of the design, or the plant offered under this Contract without the written approval of the Project Manager. The DWS shall not accept any additional cost for any part of this Contract if this procedure has not been followed.

12 Compliance with Standards

- When reference is made to a code, specification or standard, the reference shall be taken to mean the latest edition of the code, specification or standard; including addenda, supplements and modifications and revisions thereto, unless otherwise specified.
- The materials and workmanship shall be in accordance with the appropriate Specification current at the time of manufacture unless otherwise specified.
- Should the Contractor desire for any reason to deviate from the Standards specified or the aforesaid equal or better Standard, he shall submit for the Project Manager's approval a statement of the exact nature of the deviation, fully supported by copies of the equivalent Standard (in English) and complete Specification of the alternative materials proposed. It shall be the responsibility of the Contractor to demonstrate that any alternative Standards proposed are equal or superior to those specified.

13 Bill of Quantities (Guide Only)

Item no	Description	unit	Quantity	Rate	Amount
1	150mm2 LV cable	m	200		
2	Termination kit				
3	Kiosk				
4	16mm2 LV cable	m	100		
5	Refurbishment of the new venture board				
6	Labour				
7	Contingency (10% of project value)				
					Total
					VAT 15%
					Grand total

Final BOQ shall be done by the contractor

14 Quotation requirements

Before submitting a quotation, the contractor shall visit and examine the site and its surroundings and shall obtain all the information that may be necessary for preparing the quotation. The date of the site visit must be agreed upon between the project manager and contractor. Contractors are at liberty of visiting the site at other times during the quotation period subject to making prior arrangements with the project manager.

The contractor and any of his personnel or agents who visit the site or the employer's premises and lands for the purpose of such inspection will release and indemnify the employer and his personnel,

contractors and agents from and against all liability in respect thereof and in respect of entering and being conveyed in any vehicle including airborne vehicles arranged by the employer and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, whether or not caused by the negligence of the employer.

15 Local content

It is the responsibility of the contractor to familiarise themselves and comply with any local content requirements as stipulated on the Department of Trade and Industry website.

16 Drawings

The contractor shall submit all drawings as part of this project which must be signed by an appropriately qualified registered person.



EVALUATION CRITERIA

The **80/20** preference points system as prescribed in the **Preferential Procurement Regulations 2022**, will be applied to evaluate this proposal. Quotations received will be evaluated in four (4) stages namely, Mandatory, Administrative, Technical Compliance and Price and preference.

The evaluation process consists of 3 phases which are the following:

- Phase 1: Mandatory Compliance
- Phase 2: Administrative Compliance
- Phase 3: Technical Compliance
- Phase 4: Price and preference

1. MANDATORY COMPLIANCE:

- Failure to submit the following documentation will result in a bid being disqualified.

No	Criteria	Yes	No
1	Certificate of good standing in accordance with COIDA		
2	Attach valid CIDB certificate minimum Grading 2 EP / 2 EB		
3	Fully completed bill of quantities		
4	Signed Briefing Certificate. Bidder's name must appear on the attendance register		

2 ADMINISTRATIVE COMPLIANCE:

- Failure to submit any of the documents listed below may render your bid non-responsive and could result in disqualification.
- All documents are to be properly indexed and referenced.

No	Criteria	Yes	No
1	Companies must be registered with National Treasury's Central Supplier Database. Companies must be registered with National Treasury's Central Supplier Database must submit CSD report.		
2	Tax compliant with SARS (to be verified through CSD and SARS). Attach a copy of SARS Tax Clearance letter and PIN.		
3	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach copy of CIPC / CIPRO certificate.		



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No	Criteria	Yes	No
4	An original or certified copy of B-BBEE Status Level Verification Certificate (failure to submit, the Bidder will forfeit the preferential points to be claimed)		
5	Letter of appointment of duly authorized person to sign bid. Proof of such authority must be submitted with the bid. If by an individual, must be signed by that individual or by someone on his behalf duly authorised thereto and proof of such authority must be produced. If the bid is by a Company, it must be signed by a person duly authorised thereto by a Resolution of a Board of Directors a copy of which Resolution, duly certified by the Chairman of the Company is to be submitted with the bid.		
6	Complete, sign, submit SDB1, SBD3.1, SBD 4, SBD 6.1, Annexure C		



3. TECHNICAL EVALUATION AND SPECIFICATION COMPLIANCE:

Criteria	Sub-Criteria	Comply Yes/No
Team capability	Team capability- Demonstrated skills and experience of key personnel for this project, limited to the Project Manager or Site agent. An Organogram with personnel relevant to the project (ie electrical artisan with trade test, professionally registered technicians and engineers) Attach 1 page resume of personnel indicating, amongst others, relevant qualifications, experience, accreditation/affiliation (where relevant), etc.	
Proposed project programme	Proposed project programme- Provides a detailed list of tasks necessary to complete the work, tasks specific to the project and encompass construction milestones Appropriate timeline and time estimates	
Past relevant work experience	Past relevant work Experience - Three (3) award letters, completion certificates and verifiable completion certificates of which the scope of work is relevant to the project scope as prescribed in the project specification with contactable references.	
Methodology	The following must be clearly indicated and submitted: - Project execution Plan - Broad methodologies in line with the task descriptions outlined under project scope/ task description and technical specifications and schedules - Clear milestones, installation methods and timeframes for each task to be completed.	



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4. PREFERENCE POINTS SYSTEM:

The bid will be awarded in terms of Regulation 4: Preferential Procurement Regulations, 2022, pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000).

Bid proposals will be evaluated based on the 80/20 preference points where a maximum of 80 points will be awarded in respect of price and a maximum of 20 points will be awarded for goals.

Points claimed will be according to a bidder's specific goals claimed as indicated in Table 4 below.

Specific goals for the tender and points allocation are indicated as per the table below:

In terms of Regulation 4(2); 5(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this bid the bidder will be allocated points based on the bidder's goals claimed as per table 4. Bidder's goal claimed must be supported by proof/ documentation stated as per table 4 and the special conditions of this bid where applicable:

Table 4

The specific goals allocated points in terms of this tender	Number of maximum points allocated (80/20 system)	Bidder's points claimed for specific goals (To be completed by Bidder)
Women Ownership	5	
Disability Ownership	5	
Youth Ownership	5	
Location of enterprise (local equals province)	2	
B-BBEE status level contribution from level 1 to 2 which are QSE or EME	3	
TOTAL SCORED POINTS	20	

Specific goals" means specific goals as contemplated in section 2(1)(d) of the PPPFA Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction of Development Programme as published in *Government Gazette* No. 16085 date 23 November 1994.

"Ownership" means the percentage ownership and control, exercised by individuals within an enterprise.

"Disability" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

- i. A blind person (in terms of the Blind Persons Act, 1968 (Act no.26 of 1968));
- ii. A deaf person, whose hearing is impaired to such an extent that he/she cannot use it as a primary means of communication.



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- iii. A person who, as a result of permanent disability, requires a wheelchair, caliper or crutch to assist him/her to move from one place or another;
- iv. A person who requires an artificial limb; or
- v. A person who suffers from a mental illness (in terms of the Mental Health Act, 1973 (Act no. 18 of 1973).

"Youth" means, in respect of a person younger than 35 years of age.

"Location of enterprise" Local equals province. Where a project cuts across more than one province, the bidder may be located in any of the relevant provinces to claim and be allocated the points.

Women, disability, and youth will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets the criterion. E.g., Company A has five shareholders each of whom own 20% of the company. Three of the five shareholders meet the criterion, i.e., they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allowable for this goal.

Table 5: Documents required for verification of Bidder's claimed points

Documents/ information listed on the below table 5 must be submitted to support and verify points claimed as per table 4 above.

Table 5

Specific Goal	Requires Proof Documents
Women Ownership	Full CSD Report
Disability Ownership	Full CSD Report
Youth Ownership	Full CSD Report
Location of enterprise	Full CSD Report
B-BBEE status level contribution from level 1 to 2 which are QSE or EME	Valid B-BBEE certificate in case of QSE/sworn affidavit in case EME Consolidated B-BBEE certificate in cases of Joint Ventures (JV) Full CSD Report for each bidder who formed a (JV)

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

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

BID NUMBER: WTE-2502ES CLOSING DATE: 25 APRIL 2025 CLOSING TIME: 11:00

DESCRIPTION REPAIR OF ELECTRICAL PLANT AT GOEDERTROUW DAM

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

MIDMAR DAM WALL ENTRANCE

SECURITY GUARDHUT

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	NISHAN SINGH	CONTACT PERSON	CLAUDE PACKREE
TELEPHONE NUMBER		TELEPHONE NUMBER	0824535643
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	SINGHN@DWS.GOV.ZA	E-MAIL ADDRESS	PACKREES@DWS.GOV.ZA

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No:	MAAA

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT [TICK APPLICABLE BOX] ☐ Yes ☐ No
--	--	--

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER PART B:3]
---	--	---

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? 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.	☐ YES ☐ NO

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, 2022, 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-FILEING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender)

- a) The applicable preference point system for this tender is the **90/10** preference point system.

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

- c) Either the **90/10** or **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \\ \text{Where} & & \\ P_s & = & \text{Points scored for price of tender under consideration} \\ P_t & = & \text{Price of tender under consideration} \\ P_{min} & = & \text{Price of lowest acceptable tender} \end{array}$$

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:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. **POINTS AWARDED FOR SPECIFIC GOALS**

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) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
TENDERERS THAT ARE FEMALE		5		
TENDERERS THAT HAVE A DISABILITY		5		
TENDERERS THAT ARE YOUTH		5		
LOCATION OF ENTERPRISE (LOCAL EQUALS PROVINCE)		2		
B-BBEE STATUS LEVEL CONTRIBUTORS FROM LEVEL 1 TO 2 WHICH ARE QSE OR EME		3		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6.

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

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

Industrial Procurement

Home / Sectors and Services / Industrial Development / Industrial Procurement

Industrial Procurement

The revised Preferential Procurement Policy Framework Act (PPPFA) regulations which came into effect on the 7 December 2011 empower the Department of Trade, Industry and Competition (**the dtic**) to designate industries, sectors and sub-sectors for local production at a specified level of local content.

The following industries, sectors and sub-sectors have so far been designated for local production with minimum local content thresholds.

Industry/sector/sub-sector	Minimum threshold for local content
Buses (Bus Body)	80%
Textile, Clothing, Leather and Footwear	100%
Steel Power Pylons, Monopole Pylons, Steel Substation Structures, Powerline Hardware, Street Light Steel Poles, Steel Lattice Towers	100%
Canned / Processed Vegetables	80%
Pharmaceutical Products:	
• OSD Tender • Family Planning Tender	• 70% (volumes) • 50% value
Rail Rolling Stock	65%
Set Top Boxes (STB)	30%
Furniture Products:	
• Office Furniture • School Furniture • Base and Mattress	• 85% • 100% • 90%
Solar Water Heater Components	70%
Electrical and telecom cables	90%
Valves products and actuators	70%
Residential Electricity Meter :	
• Prepaid Electricity Meters • Post Paid Electricity Meters • SMART Meters	• 70% • 70% • 50%
Working Vessels/Boats (All types):	
• Components	• 60% • 10% – 100%

	• Class 3 • Class 4	• 45% • 10%
	• Components and conversion activities	• 50% – 100%
Solar PV Components:		
	• Laminated PV Modules • Module Frame • DC Combiner Boxes • Mounting Structure • Inverter	• 15% • 65% • 65% • 90% • 40%
Two Way Radio Terminals and Associated Equipment:		
	• Portable Radio • Mobile Radio • Repeater	• 60% • 60% • 60%
	• Components	• 20% – 100%
Rail Signaling:		
	• Components	• 65%
		• 40% – 100%
Wheely Bins:		100%
Fire Fighting Vehicle		30%
	• Crew Cabin • Super Structure • Assembly	• 100% • 100% • 100%
Steel Products and Component for Construction		
Steel Value-added Products		
	• Fabricated Structural Steel • Joining/Connecting Components • Frames • Roof and Cladding • Fasteners • Wire Products • Ducting and Structural pipework • Gutters, downpipes & launders •	• 100% • 100% • 100% • 100% • 100% • 100% • 100% • 100% • 100% • 100% • 100% • 100% • 100% • 100%
Steel Value-added Products		
	• Plates • Sheets • Galvanised and Colour Coated Coils • Wire Rod and Drawn Wire • Sections • Reinforcing bars •	• 100% • 100% • 100% • 100% • 100% • 100% • 100% • 100% • 100% • 100% • 100% • 100% • 100% • 100%
Pumps, Medium Voltage (MV) Motor and Associated Accessories		
	• Casting or Frame Fabrication • Fabrication and winding of the Rotor Core • Accessories • Assembly and testing of the fully-built unit	• 100% • 100% • 100% • 100%
Rail Permanent Way		
	• Rails and rail joints • Ballasts • Ballastless • Turnouts/switches and crossings • Railway sleepers • Rail fastening and accessories • Railway maintenance of way plant & equipment • Assembly and testing of fully build unit	• 100% • 100% • 100% • 100% • 100% • 100% • 70% • 100%
Plastic Pipes		
		100%
	• Polyvinyl chloride (PVC) pipes • High density polyethylene (HDPE) pipes • Polypropylene (PP) pipes • Glass reinforced plastic (GRP) pipes	• 100% • 100% • 100% • 100%
Air insulated MV Switchgear		
		50%

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Accept

• Structural Steel • Rubber • Conveyor Belt • Pulleys	• 100% • 100% • 100% • 60%
Industrial lead Acid Batteries	
Cement	50%
	100%
• Cem I • Cem II • Cem III • Cem IV • Cem V • Masonry Cement	• 100% • 100% • 100% • 100% • 100% • 100%

To access the practice notes to the above designated sectors, please go to www.treasury.gov.za

Other industries, sectors and sub-sectors are still being considered for designation. Once a thorough research and consultations have been concluded a decision to designate will be communicated to the public.

Regulation 8(4) of the 2017 Preferential Procurement Regulations provides that if there is no designated sector, an organ of state may include, as a specific condition of the tender, that only locally produced services or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered. The per the standard issued by National Treasury designated sectors circular number 11 of 2019/2020.

Please note that the Minister of Finance has approved the following instructions relating to the amendment of:

- Declaration Certificates for Local Production and Content for designated sectors (SBD 6.2 and MBD6.2); and
- National Treasury Instruction on: Invitation and evaluation of bids based on a stipulated minimum threshold for local production and content for Valve Products and Actuators

These instructions will be effective from the date of issue and can be accessed on the [National Treasury website](#).

The standard bidding documents (SBD 6.2 or MBD 6.2) must be completed in line with the requirements of the SABS approved technical specification number [SABS approved standard SANS 1286:2017](#) and the [Guidance Document for the Calculation of Local Content](#) together with the Local Content Declaration Templates

- [Annexure C](#): Local Content Declaration – Summary Schedule,
- [Annexure D](#): Imported Content Declaration – Supporting Schedule to [Annexure C](#) and
- [Annexure E](#): Local Content Declaration – Supporting Schedule to [Annexure C](#).

All these documents are important for the calculation, measurement and verification of local content.

- [SABS approved standard SANS 1286:2017](#)
- [Guidance Document for the Calculation of Local Content](#)
 - Annexures C, D and E – Download in [PDF] or [XLS] format.
 - Examples of completed annexures
 - Buses
 - Canned vegetables
- [Preferential Procurement Regulations, 2017](#)
- [Process when requesting exemption letters](#)

For local content related enquiries, please call the helpline on +27 (12) 394 1435.

For technical enquiries please contact Ms Cathrine Matidza:

Director: Fleet Procurement

Tel: +27 (12) 394 5598

E-mail: cmatidza@thedtic.gov.za

For local content enquiries or complaints, please send an e-mail to localcontent@thedtic.gov.za



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Regional Offices

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For general queries, please contact **the dtic** Customer Contact Centre
Working Hours: Monday – Friday: 08:00am until 17:00pm National toll-free: 1 800 243 384 (international calling)
+27 12 204 6600

Mr Maseko Masekela
060 763 1143
Masekela@thedtic.gov.za

Enquiries regarding complaints and suggestions can be sent to the following email address:
complaints@thedtic.gov.za

Physical Address:

11 Merrifield Street, Fourieside, Pretoria, Gauteng, 0002
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the dtic

Department of
Trade and Industrial Development
REPUBLIC OF SOUTH AFRICA

together, growing the economy

the dtic Customer Contact Centre: 0861 843 384



Local Content Declaration - Summary Schedule

(C1)	Tender No.	WTE-2502ES
(C2)	Tender description:	GOEDERTROUW: REPAIR OF ELECTRICAL PLANT
(C3)	Designated product(s)	CABLES/STEEL
(C4)	Tender Authority:	DWS
(C5)	Tendering Entity name:	
(C6)	Tender Exchange Rate:	
(C7)	Specified local content %	

Pula

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GBP

Note: VAT to be excluded from all calculations

[illegible]

Signature of tenderer from Annex B

Date:

(C20) Total tender value	R 0
(C21) Total exempt imported content	R 0
(C22) Total Tender value net of exempt imported content	R 0
(C23) Total imported content	R 0
(C24) Total local content	
(C25) Average local content % of tender	

Annex E

Local Content Declaration - Supporting Schedule to Annex C

Tender No.	
Tender description:	
Designated products:	
Tender Authority:	
Tendering Entity name:	

(E1)
(E2)
(E3)
(E4)
(E5)

Tender No.

Tender description:

Designated products:

Designated product:

Tender Authority:

Tendering Entity name:

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(E9) Total local products (Goods, Services and Works)		R 0

Manpower costs
(£10) (Tenderer's manpower cost)

(E11) Factory overheads (Rental, depreciation & amortisation, utility costs, consumables etc.)

(E12) Administration overheads and mark-up

(E13) Total local content

(E13) Total local content	R0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

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

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

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

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

2.3.1 If so, furnish particulars:
.....
.....

3 DECLARATION

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

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

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

SBD4

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

**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: WTE-2502ES
Closing Time 11:00	Closing date: 25 APRIL 2025

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

ITEM NO	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
1	AS PER BOQ	• REPAIR OF ELECTRICAL PLANT AT GOEDERTROUW DAM	R
VAT			
TOTAL			R

- Brand and modelN/A.....
- Country of originN/A.....
- 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

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 “Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation Programme (NIP)

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

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(s) concerned.

Js General Conditions of Contract (revised July 2010)