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

DUE AT 11:00 AM ON

**10 JUNE 2025**

**WTE-2504ES**

**THE SUPPLY, DLELIVERY AND INSTALLATION OF  
HIGH MASTS AT HLUHLUWE**

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:**

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 RESOURCE INFRASTRUCTURE  
OPERATIONS AND MANAGEMENT**

**D: OPERATIONS EASTERN  
TECHNICAL SPECIFICATION**

**HLUHLUWE DAM: SUPPLY, DELIVER AND INSTALL 3 X HIGH  
MAST LIGHTS**

## DOCUMENT CONTROL SHEET

TITLE	SUPPLY, DELIVER AND INSTALL 3 X HIGH MAST LIGHTS
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## 1. Introduction

### 1.1 General Background Information

Supply, delivery and installation of 12 m high mast lights at Hluhluwe Dam. This includes the provision of foundations for the mounting of the lights as well as the provision of conduits for power supply to each of the three sites from the mini sub-station.

### 1.2 Directions to the dam:

Hluhluwe Dam is located on the Hluhluwe river approximately 15km south-west of the town of Hluhluwe in KwaZulu-Natal province. The catchment is medium sized (723km<sup>2</sup>), and the primary purpose of the dam is to provide storage for irrigation, industrial and domestic use. The dam wall is 37m high and is classified as large. The dam was designed and constructed by DWAF and completed in 1965. The dam is owned by the Department of water and sanitation.

**Coordinates of the dam - Latitude:28°07'18.21"S Longitude:32°10'46.15"E**

### 1.3 High Mast Lights Installation:



## 2 Abbreviations

<b>MCCB</b>	Moulded case circuit breaker
<b>PVC</b>	Polyvinylchloride
<b>RHS</b>	Right hand side as seen from river flow (looking down stream)
<b>LHS</b>	Left hand side as seen from river flow (looking down stream)
<b>V</b>	Volt
<b>A</b>	Ampere
<b>KVA</b>	Kilo-volt-amperes
<b>FAT</b>	Factory acceptance test
<b>SAT</b>	Site acceptance test
<b>W</b>	Watts
<b>R.P.M</b>	Revolutions per minute
<b>LED</b>	Light Emitted Diode
<b>DB</b>	Distribution board
<b>SABS</b>	South African Bureau of Standards
<b>SANS</b>	South African National Standards
<b>ISO</b>	International Organisation for Standardisation
<b>BS</b>	British Standard
<b>IP</b>	Degree of protection
<b>ST. STL / SS</b>	Stainless steel type 304
<b>HT Steel</b>	High tensile steel
<b>DFT</b>	Dry film thickness
<b>FBE</b>	Fusion bond epoxy
<b>OHS</b>	Occupational Health and Safety
<b>CI</b>	Cast Iron
<b>DWS</b>	Department of water and sanitation

### 3. General overview of the work that needs to be done.

1.3 High Mast Lights	3 x 12m high mast lights at points 1,2, and 3 as depicted on the diagram
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## 4. SCOPE OF WORK

### 4.1

#### The Project Includes The Following:

Supply, delivery of installation of high mast lights at Goedetrouw Dam as follows:

##### 4.1.1 DESIGN AND SPECIFICATIONS

1. Design Requirements:
  - Electrical design shall be prepared by a professionally registered person in terms of the Engineering Profession Act, 2000.
  - Design shall align with SANS 10142 and South African electrical standards.
2. Circuit Breaker Sizes:
  - Main circuit breaker: To be determined in design
  - Sub-circuit breakers: To be determined in design (per high mast light)
3. Cable Sizes:
  - Main feeder cable: To be determined in design
  - Sub-circuit cables: To be determined in design
4. Cable Routes:
  - Cables shall be routed via approved cable trays or conduits
  - Cables shall be clearly labelled and identified
5. Cable Trenching:
  - Trenches shall be dug to a depth of 750mm (minimum)
  - Trenches shall be 300mm (minimum) wide
  - Cable shall be laid on a 100mm (minimum) sand or fine aggregate bedding
6. Electrical Requirements:
  - High mast lights shall be supplied from a dedicated distribution board
  - Distribution board shall be equipped with RCD protection (30mA, Type A)
  - Earthing system shall comply with SANS 10142 requirements
  - Lightning protection shall be provided (if necessary)
7. Testing and Commissioning:
  - All electrical installations shall be tested and commissioned by a competent person
  - Test certificate shall be issued upon successful completion
8. Additional Requirements:
  - Compliance with SANS 10142 and South African electrical standards
  - Adherence to manufacturer instructions and recommendations
  - Cable trenching and backfilling shall be done in accordance with SANS 10142 requirements
  - The contractor shall be responsible to supply the design, final specification and implementation for approval to the DWS Project Manager.
  - The mast will be designed in accordance with SANS 0225.
  - The mast will be manufactured to ISO 9001: 2015.
  - The masts are Hot Dip Galvanised to SANS 121 / SABS 1461.
  - All poles are manufactured from Grade GW355J HT steel and is manufactured in accordance with SANS 657/1&3.

##### 4.1.2 APPLICATIONS

- Mid-Hinged Poles, also known as Collapsible pole, are designed for ease of maintenance, especially under restricted conditions.
- The hinged mechanism enables the top half of the pole to swing down for maintenance at the ground level without needing the servicing personnel to climb up.
- Applications: Area Lighting

#### 4.1.3 THE STRUCTURE

- The mast must consist of a fixed lower section with a base plate secured by holding down bolts to the mast foundation.
- The top section must be fitted to the fixed lower portion by slip fitted and steel pins passing through both sections and secured by nuts and bolts.
- The Headframe must be fitted on the top section and secured by means of a slip joint
- The hinge / counter-balance sleeve is secured with a round steel pin that passes through the side plates of the fixed lower section.
- The hinge / counter-balance sleeve bottom section shall be secured to the fixed lower section by means of a bolt using a designed spanner to loosen the bolt.
- The hinge / counter-balance sleeve bottom section is also secured to the fixed lower section with a removable safety chain to prevent accidental or unplanned opening of the bottom sleeve section.
- Access [Rectangular shape] door is placed and accessible at the bottom section.
- The door is secured with a tamper proof screw.
- Electrical distribution board is mounted inside the access door.
- The trailing cable is plug into the distribution board and is connected to the IP65 splitter box attached to the headframe.
- Flexible cables are used for the connection between the floodlights and the IP65 splitter box.
- The photocell is mounted at the lower section above the access door to control the on/off switch of the floodlights.

#### 4.1.4 Electrical Specifications: with reference to “DEPARTMENT OF WATER AND SANITATION DIRECTORATE: MECHANICAL AND ELECTRICAL ENGINEERING SUB-DIRECTORATE: ELECTRICAL DESIGN STANDARD ELECTRICAL SPECIFICATIONS” Page 50

##### 5.7. Type E – High Bay

- a) The luminaire shall be mounted/installed on high masts with a bracket of one, two or three luminaires, it shall also be suitable for ceiling installation mounted with cables. Bolted with 2 x 8mm bolts or 4 x 6mm eyebolts for suspended installations.
- b) It shall have optics such as collimators for typical symmetrical floodlight distributions and reflectors for asymmetrical distributions.
- c) The luminaire shall have efficient thermal management by the separation of the optical unit and the gear/supply unit.
- d) The housing of the luminaire shall be manufactured from high-pressure die-cast aluminium to withstand corrosive environments.
- e) The power supply shall be automatically disengaged when opening the luminaries.
- f) The designed lifetime residual flux of the LED's, at  $t_{q25^{\circ}\text{C}}$ , shall not be less than 60 000 hours at 1000mA with a lumen depreciation of not more than 20% (L80) and 10% (L90) for 100 000 hours at 700mA.
- g) Maximum physical dimensions shall not exceed 680 mm x 580 mm x 260 mm (inclusive of the mounting bracket).
- |   |                                     |
|---|-------------------------------------|
| Nominal input voltage                     | : 230 VAC                           |
| Maximum total mass per Luminaire          | : 30 kg                             |
| Driver Operating Current                  | : 700 mA                            |
| Minimum Electrical surge withstand rating | : 10 kV/10 kA                       |
| Housing                                   | : High Pressure, die-cast aluminium |
| IP rating                                 | : IP66                              |
| IK rating                                 | : IK07                              |
- #### 5. General description
- Apron customized for weight balancing
  - Customize pole size for various application.

- Headframe to suit all types of fitting.
- Brackets for additional attachment
- Portable hand-winch for maintenance
- Nylon rope for maintenance
- Lighting spike on top of the headframe.
- Tamper proof key is provided for access.
- Test leads are available on request for testing purposes.

- 12 meter High Mast Pole
- Material: Mild steel

Shape: Octagonal

Surface Treatment: Hot Dip Galvanized

Standard: ISO 9001

Protection Class: IP65

Color Temperature: -40°C-+50°C

Warranty: 20-25 year

### 6. High Mast Light Pole Foundation Design

- High Mast Light Pole Foundation Design is generally undertaken in the same manner as any concrete spread or pad foundation. The principle is to make the foundation large enough so that the overturning moment does not exceed the maximum bearing capacity of the soil. As high mast light poles are standard fixtures, they are often designed using standard foundation types which depend on the size of the mast and its location.
- The overturning moment depends on the height of the mast, the size and number of lanterns and on the location.

#### 6.1 Soil Allowable Maximum Bearing Capacity

- High mast pole foundation design is usually based on the assumption that the underlying soil will not fail if the foundation limits the bearing pressure to a set value called the allowable maximum bearing capacity. The maximum bearing capacity of the soil is the pressure at which the soil starts to fail. This is a critical parameter and must be ascertained before detailed high mast lighting foundation design can begin.
- The bearing capacity of a soil can only be determined from site tests such as plate bearing tests, CPTs or SPTs. This should be undertaken by a suitable qualified civil or geotechnical engineer.
- For preliminary design there have been several very general guidelines for the design of high mast pole foundations which include standard designs based on one or two assumed values for the allowable maximum bearing pressure. These values are only for use in preliminary design and the bearing capacity must be checked with site measurements before detailed design is done. However, this does give a handy guide for preliminary high mast light pole foundation design.

pressure **kN/m<sup>2</sup>**

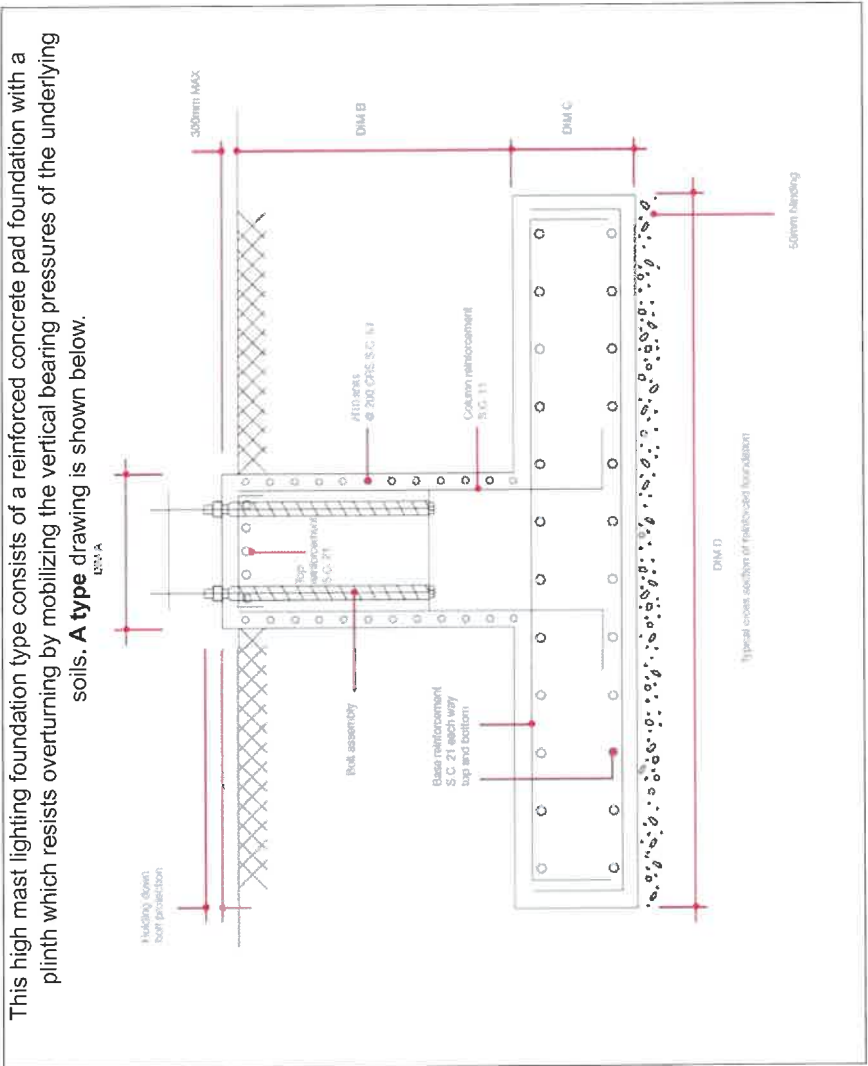
Rock	Not inferior to sandstone, limestone or firm chalk	Requires at least a pneumatic or other mechanically operated pick for excavation	1000
Gravel, sand	Compact	Requires pick for excavation. Wooden peg 50mm <sup>2</sup> in cross section is hard to drive beyond 150mm	Dense to very dense 150-400 Loose to medium dense 50-250
Clay, sandy clay	Firm	Can be moulded by substantial pressure with the fingers and excavated with graft or spade	50-100
Sand <sup>1</sup> , silty sand <sup>2</sup> , clayey sand <sup>3</sup>	Loose	Can be excavated with a spade. Wooden peg 50mm <sup>2</sup> in cross section can be easily driven	<75
Silt <sup>4</sup> , clay <sup>5</sup> , sandy clay <sup>6</sup> , silty clay <sup>7</sup>	Soft	Fairly easily moulded with the fingers and readily excavated	<75
Silt <sup>8</sup> , clay <sup>9</sup> , sandy clay <sup>10</sup> , silty clay <sup>11</sup>	Very soft	Natural sample in winter conditions exudes between fingers when squeezed in fist	<75

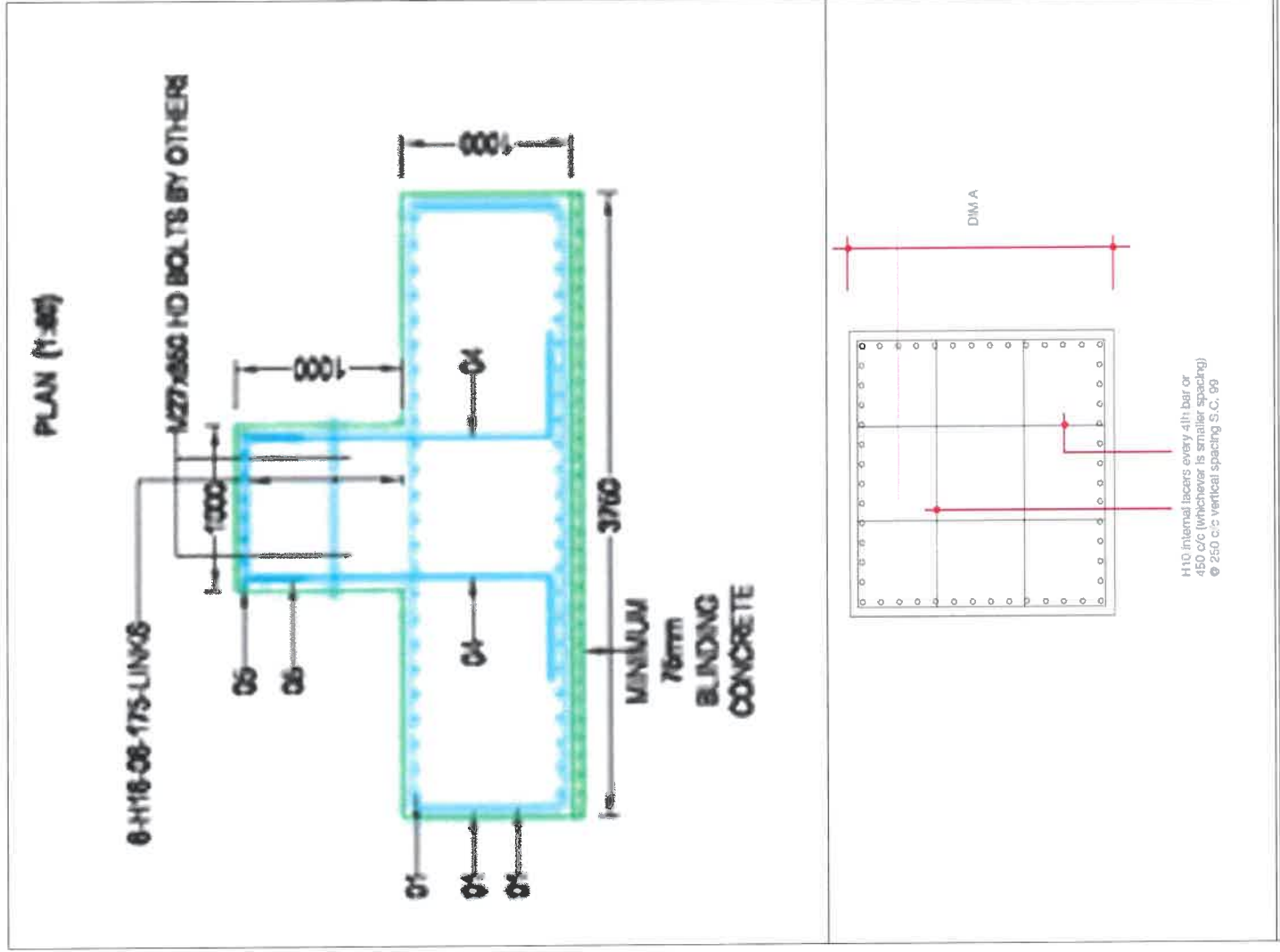
### 6.2 High Mast Light Pole Foundation Types

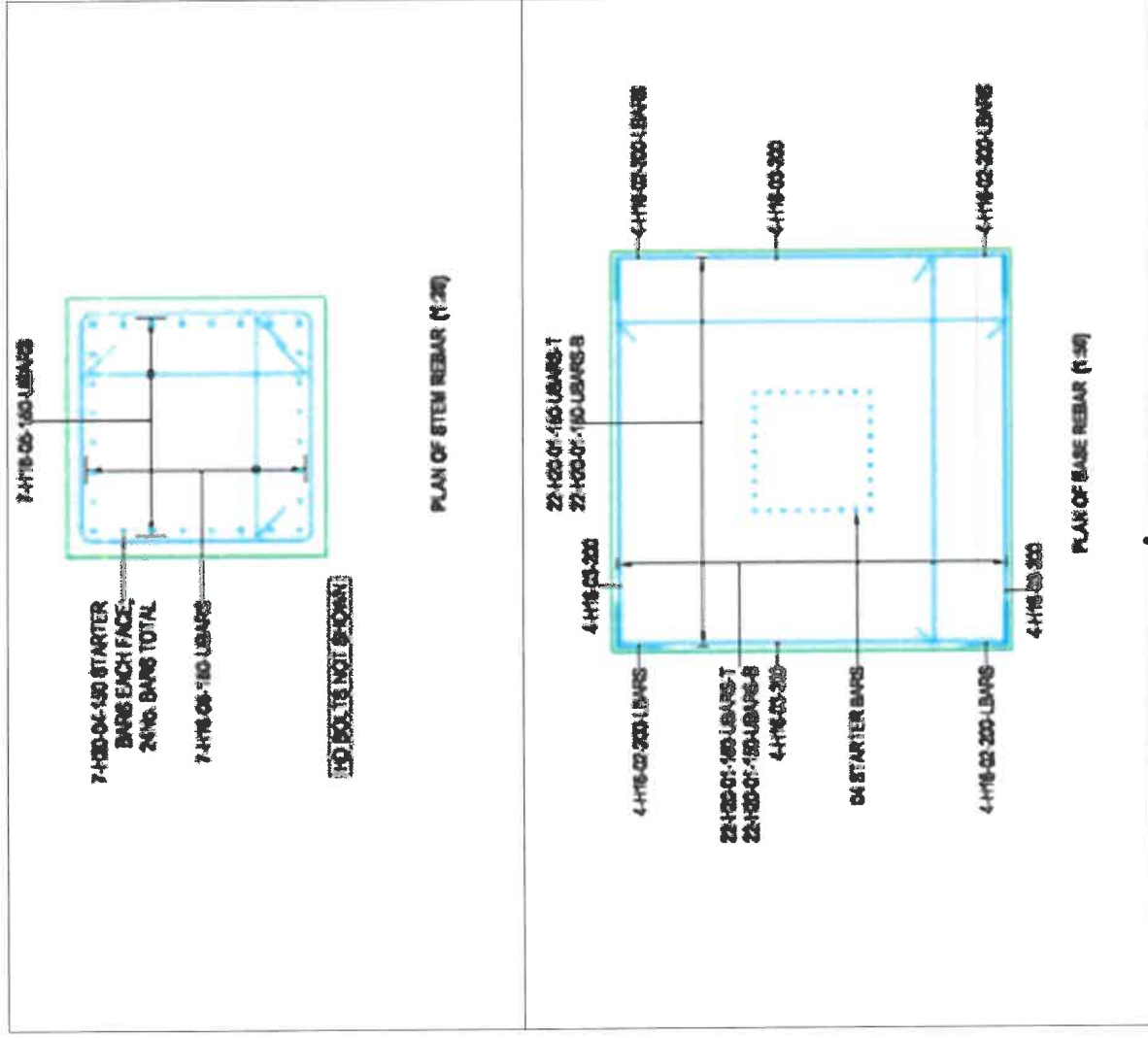
- As described above for general and good soil conditions where there are no site-specific restrictions on foundation size or depth, the main type of standard foundation commonly used for high mast light pole foundations is described below.

### 6.3 Reinforced Concrete High Mast Light Pole Foundation

This high mast lighting foundation type consists of a reinforced concrete pad foundation with a plinth which resists overturning by mobilizing the vertical bearing pressures of the underlying soils. **A type** drawing is shown below.







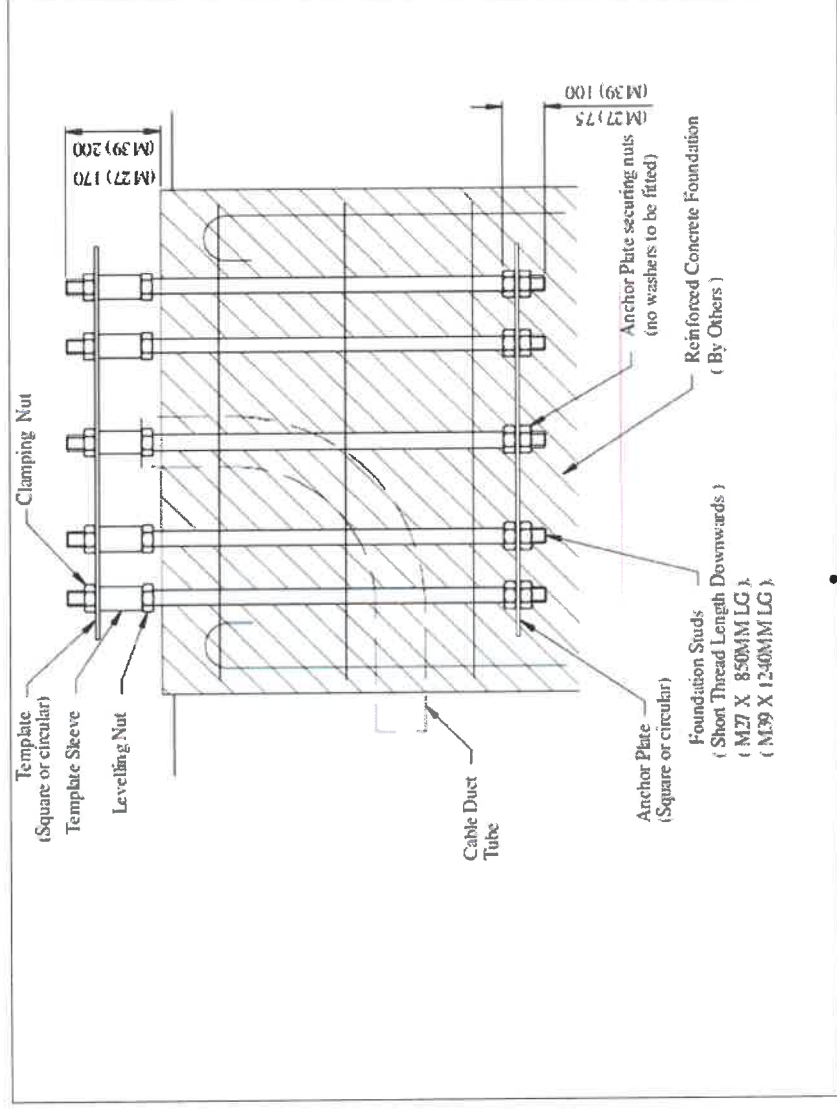
- Like the non-passive high mast light pole foundation design, standard reinforced concrete pad foundations can be designed to accommodate any level of maximum bearing capacity. However, for soft soils, clays and silts additional geotechnical advice is recommended to ensure that the high mast foundation design is suitable. For this reason, the standard high mast lighting foundation designs are given for soils with maximum bearing capacities greater than 75kn/m<sup>2</sup>. Three levels are specified, those over 75kn/m<sup>2</sup>, over 100kn/m<sup>2</sup> and over 150kn/m<sup>2</sup>.

#### 6.4 Concrete Specifications for High Mast Light Pole Foundation Design

- For reinforced concrete high mast light pole foundations, a minimum C28/35 grade should be specified. A minimum cement content of 300kg/m<sup>3</sup> and maximum water to cement ratio of 0.60 should be specified. Coarse aggregate size should be 20mm nominal.



- Reinforcement should be high tensile steel with a yield stress of 485N/mm<sup>2</sup>. Cover to all reinforcement should be a minimum of 40mm. Links to column section to be H10@200 c/c – shape code 51 to BS8666; 2005-plus H10 internal lacers at 450 max centres horizontal and 250 centres vertical shape code 99.
- The concrete should be left for at least 14 days before any loading including the installation of the high mast light pole.
- Site specific ground conditions should be considered such as ground water level and any potential ground contamination effects.
- **Holding Down Bolts**
- The holding down bolts must be installed in accordance with the manufacturer's recommendations.
- A typical detail is shown below. The bolts should be tightened to the specified torque, as shown in the below table.



## 6.5 Guarantee period.

The LED should have minimum 150w brightness and cover up to 50 Mtrs from centre of High Mast

## 6.6 Training

Training shall be given to the site operation and other maintenance personnel in the operation and functioning of all equipment as supplied under this quotation.

## 6.7 Spares

The Contractor shall provide the following essential spares:

- 1 spare LED for each fitting

## 7. Conditions of Contract

The conditions governing this Tender are as set out in the General Conditions of Contract for Construction Works, Third Edition (2015).

Contracts will only be awarded to Tenderers who, in the Engineer's opinion, are capable of manufacturing and supplying to the required standard. Workmanship shall conform to accepted industrial standards. The size of tools and equipment used shall be proportional to the task being conducted.

Tenders shall only be awarded on a fixed price basis and no escalation shall be considered.

The Contractor shall make no changes or modifications to any part of the design, or the equipment offered under this Contract without the written approval of the Engineer. The Department shall not accept any additional costs for any part of this Contract should any procedures contained therein are not complied with.

The Contractor shall be responsible to issue all of his Sub-contractors with the relevant sections of this tender document, any additional cost resulting from Sub-contractors not being fully informed, shall be for the contractors' account.

### Guarantee

The defects liability period as stipulated in the General Conditions of Contract for Construction Works, Third Edition (2015), shall read 12 (twelve) months from the date of issue of the Commissioning Certificate by the Engineer to the Contractor and shall terminate with the issue of the Final Certificate by the Engineer. The Contractor's Guarantee shall include all aspects of the manufacturing process, including work done by any Sub-contractors.

### 7.01 PRECEDENCE OF THESE CLAUSES

The clauses contained in this section are intended to amplify the rest of the conditions contained in this tender document, and in certain instances to modify the contents. Should any discrepancy appear between these clauses and the rest of the conditions these clauses should take precedence.

### 7.02 EXTENT OF THE CONTRACT

This contract **comprises** mainly the supply of all material and labour for the erection and completion of an office with ablution facilities for Mhlathuze River Government Water Scheme at Goedertrouw Dam near Eshowe, KwaZulu Natal Province.

### 7.03 RESPONSIBILITIES

The extent of the contract as given above is intended to indicate the **general extent of the works** involved. It is not exhaustive in so far as any detailed item or associated work is concerned and shall **in no way relieve** the contractor of his responsibilities to comply with the specific requirements.

### 7.04 SEQUENCE OF WORK

The successful contractor will be required to complete the contract within the present financial year ending 31 March 2023. Completion date will depend on the date of appointment and contract period. The sequence of work shall be determined by the contractor and compiled in a works programme.

### 7.05 NATURE OF GROUND AND SUBSOIL CONDITIONS

The soil on the building sites is stable and ground pressure average. After excavation of foundation trenches, the Engineer will inspect the excavation and then decide on the structural design of the foundation. For purpose of this tender, the Contractor will price on conventional concrete strip

foundations. Any reinforcing or change in foundation design will be paid by the provisional amount allocated for this purpose.

The building sites have a natural slope of  $\pm 1:15$ . The Contractor will provide for preparatory groundworks if decided and instructed by the Engineer to form terraces on which the buildings will be situated, with maximum 1:40 slopes.

#### **7.06      TEMPORARY BUILDINGS AND SERVICES**

The contractor must make his **own arrangements** in connection with the following, the costs for which must be included in the "Preliminary and General" section, maintain it in a tidy and proper manner and adopt such precautions to prevent any pollution whatsoever.

(a) Temporary accommodation and toilet facilities for all workers.

(b) Temporary site offices and/or workshops.

The Department will supply a connection point within reasonable distance from the construction site for the following services:

##### **(a) Drinking and construction water**

The contract includes work at site where water is available of which the contractor may use, for construction purposes, free of charge. The Department reserves the right to limit the consumption before any connection or extension of the supply is made, which must be conducted at the contractor's expense and must be made good on completion of the contract. Under no circumstances may water be obtained from fire hydrants or fire hoses.

##### **(b) Electricity for the works**

The contractor shall provide all electricity for the execution of the works at his own expense. If the contract includes work at a site where electricity is available from a convenient Departmental source, the contractor can, with the prior approval of the representative, use electricity from such source at his own risk. The representative, however, reserves the right to either provide the electricity supply free of charge to the contractor, or he can limit the capacity of such free supply, or he can require from the contractor to arrange at his own cost for a metered connection to recover the cost of the consumption from the contractor.

#### **7.07      CO-OPERATION BETWEEN CONTRACTORS/SUBCONTRACTORS**

It is essential that contractors/subcontractors work **in co-operation** with each other. Possible differences arising should be settled by the contractors themselves and the employer will not be liable for any damage or loss arising from such differences.

#### **7.08      PROCEDURE OF WORK**

The Construction personnel, during the course of this contract will occupy the site. The works on this contract shall be carried out according to program in such a manner as to cause **the least inconvenience** to other Departmental personnel. The contractor shall co-ordinate with the employer's local representative which part of the work to be expedited requires priority.

#### **7.09      SITE CLEARING AND LEVELLING**

Clearing and levelling of the site after completion will be under strict supervision of the employer in terms of preserving the existing ecology. The site shall be levelled with the ground sloping away from the building, but the building shall have a **finished floor level of not less than 200 mm** above the level of the ground adjacent to the building at its highest point, unless shown otherwise on the drawings.

**7.10 ADMISSION TO SITE**

Permission for admission to and establishment on site.

Before the successful tenderer (contractor) established himself on the site, the **local Resident Engineer's** prior approval must be obtained.

**7.11 INSURANCE**

The contractor shall enter a policy of insurance **to cover his liability** under the laws in force relating to the workman's compensation and liability to the public and shall produce proof of such insurance having been affected by him.

The contractor shall indemnify the Department of Water and Sanitation from all claims due to accidents to workmen and the public during the execution of this contract.

**7.12 CHECKING OF TENDER DOCUMENTS**

On receipt of the tender documents, the tenderer must, prior to submitting his tender, **check all the tender documents** and should **any difference or discrepancy** between or in the drawings and specifications be detected by the tenderer, he shall seek in writing a decision, from the Director: Operations Eastern, Department of Water and Sanitation, Private Bag X24, Howick, 3290, on the true intent and meaning of the tender documents as the Department of Water and Sanitation **cannot be held liable** for the additional cost of extra work that may be caused as a result thereof.

**7.13 SCOPE OF TENDER PRICE**

The tender price and all prices and/or which are inserted into the price schedules in the specification and transferred to the tender form, must be for the execution and completion of the works as well as for the provision of all labour, materials, workmanship, machinery, plant, and everything that is or may become necessary.

**7.14 VALUE ADDED TAX**

The tender price shall **include value added tax** payable in terms of the Sales Tax Act No. 103 of 1978, as amended.

**7.15 PURCHASING OF MATERIALS**

- ♦ The contractor is required to purchase the materials necessary for the contract at the **earliest possible date** thus limiting the effect of inflation and to prevent delays.
- ♦ Payment for materials will only be affected if the contractor **can prove ownership** of the items and if the material **has been delivered to site**.
- ♦ The contractor will be **responsible for the security** and maintenance of all materials in storage on site or at any other place of the contractor's choice.
- ♦ The contractor will be required at his own expense to **make all arrangements for off-loading** and carefully stacking all materials delivered under this contract at the site of the works. The off-loading and

stacking shall be carried out strictly in accordance with the requirements of the engineer to permit a thorough and careful examination and testing of all items for breakages, failures, etc. and any routine maintenance during storage.

♦ The contractor shall be fully responsible for the protection of all materials delivered by him to site but still in storage, against damage by water, weather, fire, and any other interference until such time as it is erected and installed, put into satisfactory operation, and accepted by the employer as complete.

**7.16 PAYMENTS**

**7.16.1 Progress payment**

(a) **Monthly part payments** will be made in accordance with the percentage tabulated below for the work completed on the building.

(b) The supervising Engineer (Civil Design) in collaboration with the Contractor will do the payment certificate. Payment will be made by the administration and financial section of Midmar Dam Departmental personnel.

(c) The **electrical installation** for the building will be regarded as **a unit for payment** purposes.

(d) Whilst the gullies and water supply pipes will be regarded as part of the building, **payment for the sewer lines** will be made **per metre length** of pipes laid. Payment will only be made after completion of the sewer lines on the site.

(e) Each interim payment certificate shall be subjected to retention by the Employer of 10% of the total work done to date. The retention will be reduced to 5% at the completion of the works (completion certificate), which will then be paid at the issuing of the Final Certificate at the end of the maintenance period. No limit will be applicable on the amount of the retention money.

Subsection of contract	Percentage of total cost
Site clearing and excavation	10
Foundation for light masts	10
Trenches for Cabling from DB to Mast	15
Mounting of base plate to foundation	15
Erection of mast pole including hinge and counterbalance	20
Power supply from DB and installation of Kiosk at Each site	20
Complete all COC tests for the light masts and site clearance	5
<b>Handover</b>	<u>5</u>
	<b>100,0</b>

7.16.2 Payment of **preliminary and general items** will be made in accordance with clauses 8.2.1 and 8.2.2 of SABS specification 1200A.

7.16.3 The contractor shall provide all **reasonable assistance** in the preparation of cash flow statements for certificate payments required by the employer.

Such statements shall be based on the programme for the execution of the works and shall be updated at such intervals, as the programme of work progress is required to be updated. The co-operation of the contractor under these items shall in no way prejudice his right to receive payment in terms of the contract.

7.16.4 The contractor can claim payment of 80% of the value of material for the contract, purchased by him and delivered to site, but not yet built in on his interim payment certificate. The contractor must provide the Engineer with documentation proving his ownership of such material.

7.16.5 The Tenderer shall complete the Daywork Schedule on which basis he will be paid for the execution of extra work as described in the preamble of the schedule. If an item was not included in this schedule, the contractor will be paid for that item according to **clause 40** in the "General Conditions of Contract for Works of Civil Engineering Construction", sixth edition (1990), with specific reference to **sub-clause (4) (a)**.

## 7.17

### GENERAL

7.17.1 Throughout this document the following shall apply:

- (a) **Employer** shall mean the Minister of Water and Sanitation, acting on behalf of the Government of the Republic of South Africa or his duly authorized representative.
- (b) **Engineer** shall mean the Director-General of the Department of Water and Sanitation or his duly authorized representative. Refer to "Instructions to Tenderers" Clause 2.
- (c) Address of **Employer** at Head Office:  
**Director General**  
**Department of Water and Sanitation**  
**Private Bag X313**  
**PRETORIA**  
**0001**  
**Tel.: (012) 336-8680**

(c) Address of **local resident engineer** on site:

**Resident Engineer**  
**Department of Water and Sanitation**  
**Private Bag X 24**  
**Howick**  
**3290**  
**Tel.: (033) 2391266**

7.17.2 The contractor will be an active participant in the **preservation of the environment** and will be required to maintain and contribute towards the safekeeping of the environment. The contract shall regularly or at the engineer's instructions, **clean and clear away** all rubbish and excess materials as the works proceed. The contractor shall be responsible **for the protection** and safety of the premises **against fire** and shall take such precautions as may be directed by the representative of the Department.

7.17.3 **No wood or plant life** will be harvested from the building site or surrounding area.

7.17.4 The contractor shall **not extend** his operations **beyond the defined area** of the works. The area used by the contractor will be made good to the engineer's satisfaction, at completion of the works.

7.17.5 Any **relics, treasure** or other articles of value **found** on the site shall remain the property of the employer and shall be handed to the engineer who shall be the sole arbiter of what constitutes an article of value.

7.17.6 **Meetings** related to the progress and other detail of the contract of the works will be held at regular intervals and at such other times as may be necessary, attended by the following:

- (a) The engineer
- (b) The contractor's representative/s
- (c) The employer's representative

Subcontractors shall not be present at progress meetings unless specifically requested by the contractor or Engineer. The engineer shall record the minutes of the meeting and distribute them to all affected parties.

7.17.7 The contractor shall **acquaint himself** during the pre-tender site meeting with the conditions under which the works are to be done and personally examine the means of access to works, the condition of the roads and generally of all matters which may influence the execution of this contract.

7.17.8 The contractor shall **provide first aid** facilities complying with the requirements of the Machinery Occupational Safety Act (No. 6 of 1983) and the Occupational Safety Act (Act No. 85 of 1993) and shall adhere to all rules and regulations of the mentioned act. Any death or injury that may occur directly or indirectly due to the actions of this contract shall be solely the responsibility of the contractor and the Department of Water and Sanitation will not be liable for the consequences.

## 7.18 COMMENCEMENT AND WORKS PROGRAMME

Commencement date of the works and hence the contract period shall be taken as the date of official site handover to the Contractor. The Contractor can commence work directly after receiving his letter of acceptance but at his own risk and only on approval of the Engineer.

Within 14 days of award of contract, the contractor **shall submit** a detailed comprehensive and realistic **works programme** reflecting all activities required up to final completion. The format of the programme shall be to the engineer's approval. The programme so submitted and approved shall be held to the binding throughout the contract period. The tender price shall be computed on the assumption that **all the material necessary** for the execution of this contract will **be readily available** when required in accordance with the programme for the works. The contractor shall use every reasonable endeavor to obtain supplies of all materials timeously.

## 7.19 LEAVE PERFECT

On the **completion** of the works the contractor shall **clear away and remove** from the site all construction plant, surplus materials, rubbish, and temporary works of any kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the engineer. The contractor shall also satisfy the engineer that he has complied with the conditions of any wayleaves, which the contractor has negotiated.

## 7.20 CONTRACT PRICE - ADJUSTMENT PROVISIONS

The general rule stipulates that:

- (a) If the contract term (the period or term of completion) is 6 months or shorter, the contract price irrespective of the amount involved shall be fixed and NO price adjustments shall be considered.
- (b) In respect of all contractors amounting to R500 000,00 and less for buildings or building related contracts, the contract price shall be fixed irrespective of the contract term.
- (c) The stipulations concerning contract price adjustments shall be applicable only to building contracts to the value of more than R500 000,00 and of which the contract terms are longer than 6 months.
- (c)

**Notwithstanding (a), (b) and (c) above:**

**No price adjustments shall be applicable on this contract \_\_\_\_\_ and all tender rates or tariffs will be firm for the duration of the contract. The contractor shall compensate for any possible fluctuation of material or labour in his tender price.**

## 7.21 NOTICE OF INSPECTIONS

Apart from normal site inspections and site meetings, the Contractor shall request the Engineer at the following stages of the contract to inspect and approve specific sections of the work:

- (a) At completion of foundation excavations.
- (b) After placing and fixing of reinforcing steel and before concrete casting.

- (c) After filling and compaction underneath floors and before casting of surface bedding.
  - (d) After trench excavation and installation of pipes or cables but before commencing backfilling.
- After chasing and installation of pipes or electrical services but before closing in and making good of brickwork. Testing to be conducted during inspection.

## 8. Occupational Health and Safety

The Occupational Health and Safety Act (Act number 85 of 1993) and related Regulations is applicable. Construction Regulations, Diving Regulations and Confined Areas Regulations have particular reference. The contractor shall notify the Department of Labour, prior to commencing with the project. The DWS shall ensure that the provisions of the OHS are complied with for the duration of the project. 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.
- A detailed plan in terms of providing ventilation into the tunnel, gallery, and pipeline.

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 Engineer. 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 is 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.

### 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, the terms, and conditions of which are set out in The Occupational Health and Safety Specification.

### Risks Identified by the DWS

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

- Service gate or isolating equipment failure
- Flooding
- Drowning
- Working at height
- Overhead Crane failure
- Injury due to falling material
- Failure of rigging equipment
- Falling due to slippery surfaces
- Scaffold and climbing equipment collapse
- Noise due to grinding, blast cleaning, etc
- Paint or chemical inhalation
- Injury due to hand tools



- Snake bite
  - Hand arm vibration syndrome due to prolonged use of vibratory equipment
  - Airborne Fibres and Materials
  - Electrocutation
  - Moving Machinery
  - Back injuries from carrying heavy loads
  - Dehydration
  - Injury of blasting equipment is serious
  - Attack and theft (secluded site)
- Notwithstanding the abovementioned risks the contractor shall formulate a risk management plan which will include additional risks identified by the contractor.

#### **Costs of OHS**

The cost for OHS shall be included in the Tendered rates.

### **9. 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 plan offered under this Contract without the written approval of the Project Engineer. The DWS shall not accept any additional cost for any part of this Contract if this procedure has not been followed.

### **10. MEASUREMENT AND PAYMENT**

#### **Basic Principles**

Notwithstanding the breakdown as indicated in the Tender Pricing Schedule, all the work and requirements of any nature as specified in this Technical Specification shall be covered by the Contractor in the pricing as reflected in the Tender Pricing Schedule. No additional cost for any work or requirement in this Technical Specification shall be allowed. All items covered by this Technical Specification shall be measured as final units meeting the functional requirements of the relevant specifications.

**ALL PRICES IN THE TENDER PRICING SCHEDULE SHALL INCLUDE VALUE ADDED TAX.**



water & sanitation

Department:  
Water and Sanitation  
REPUBLIC OF SOUTH AFRICA

Contract No. :  
High Mast Lights at Hluhluwe Dam  
Pricing Data - Bill of Quantities

PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SECTION 1 - PRELIMINARY AND GENERAL (GENERAL SMALL WORKS) SANS 1200					
AA					
8.3	SCHEDULE FIXED CHARGE AND VALUE RELATED ITEMS				
8.3.1	Contractual Requirements	Sum	1		
8.3.2	Provision of Facilities on site				
	b) Facilities required by contractor	Sum	1		
	(i).....				
	(ii).....				
	(iii).....				
	(iv).....				
8.3.3	General responsibilities and other Fixed-charge obligations	Sum	1		
	(i).....				
	(ii).....				
	(iii).....				
	(iv).....				
8.3.4	Removal of Site Establishment	Sum	1		
SECTION OHS&A 193 SAFETY SPECIFICATION					
	Provide a Health and Safety Plan	Sum	1		
	Conduct a Risk assessment by Contractor in terms of construction regulation 2003	Sum	1		
	Personal Protective Equipment and Clothing	Sum	1		
	Appointments Health and Safety Representative for the duration of the project	Sum	1		
	Keep all records and registers for the duration of the project	Sum	1		
	Maintain Health and Safety File for the duration of the project	Sum	1		



PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
AMOUNT CARRIED FORWARD					
SECTION 2 - FENCING					
SITE CLEARANCE SANS 1200C					
8.2.1	Clear & Grub	m <sup>2</sup>	32		
8.2.10	Remove topsoil to nominal depth 150 mm (or other stated depth), stockpile and maintain	m <sup>3</sup>	5		
AMOUNT CARRIED FORWARD					
HIGH MAST LIGHT					
	Foundation bolts and templates suitable for scissor mast	3			
	Concrete foundation including soil an concrete tube tests	3			
	Earthing: Sectional poles standard system(2x1.2m earth spikes)	3			
	12m Sectional Poles Scissor mast with light brackets	3			
	Internal fiberglass DB with photo cell, splitterbox and 5cx2.5mm trailing cable	3			
	Assemble and installation of mast (to be done by sectional poles to ensure mast guarantee)	3			
	Supply and install grouting ( similar to Prostruct 531) between the base plate and top of foundation plinth	3			
	Travelling to site	1			
	Labour	1			
	Safety file	1			
	Design and related documentation	1			
	150 w LED Floodlight fittings	18			



**SUMMARY OF BILL OF QUANTITIES**

SECTION	DESCRIPTION	AMOUNT
A	PRELIMINARY AND GENERAL	R
B	HIGH MAST LIGHTS	R
TOTAL CARRIED FORWARD TO TENDER SUMMARY		R

DATE

SIGNATURE OF TENDERER



## 1. EVALUATION CRITERIA

DWS will evaluate all proposals according to the preferential Procurement Regulations 2022 and submissions will be adjudicated on 80/20 system and the evaluation criteria. Four phase evaluation will be considered in evaluating the bid. Upon receipt of the proposals, the evaluation criteria shown below will be used to select a suitable bidder

The evaluation process includes the following phases:

- Phase 1: Mandatory Compliance
- Phase 2: Administration Compliance
- Phase 3: Technical Compliance
- Phase 4: Price and Specific Goals (80/20) preferential system)

### **Phase 1: Mandatory Compliance**

Bidder must comply with the following requirements. Failure to submit the documents listed below will render your bid no-responsive and will be disqualified.

No	Criteria	Yes	No
1.	Bidder must attend compulsory site briefing and attendance register to be signed by the bidder		
2.	Completed and signed bill of quantities		
3	Attach valid CIDB certificate minimum Grading 2EP /2CE		

### **Phase 2: Administrative Compliance**

Bidders are required to comply with the following listed below.

No	Criteria	Yes	No
1.	Companies must be registered with National Treasury's Central Supplier database must submit CSD report. Provide MAAA number on SBD1.		
2.	Tax compliant with SARS (to be verified through CSD and SARS). Attach Tax Compliant status PIN page.		
3	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach copy of Bidder's CIPC/CIPRO certificate.		
4	A valid copy of B-BBEE Status Level Verification Certificate or a valid original sworn affidavit (failure to submit, the Bidder will forfeit the relevant points allocated for B-BBEE under specific goals).		
5	A valid letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 and or third parties' insurance registered with Financial Service Board (COIDA).		
6	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.		
7	Complete, sign, submit SBD1, SBD3.1, SBD4, SBD6.1		

### Phase 3: Technical Compliance

Compliance requirements:

- Full compliance to the technical requirements by indicating compliance or non-compliance as per specification spread sheets (table). Bidders must indicate compliance by means of a (Yes) and non-compliance by means of a (No).
- A bidder who fails to comply with the below requirements in full will be considered non-responsive and may be disqualified from further evaluation.

**Table:** Technical specification for welding team material

Criteria	Sub-criteria	Comply	Not Comply	Comments
Team capability	<p><b>Team capability-</b> Demonstrated skills and experience of key personnel for this project, limited to the Project Manager or Site agent.</p> <p>An Organogram with personnel relevant to the project (ie artisan/Plumber with trade test) Attach 1 page resume of Project Manager or Site Agent indicating, amongst others, relevant qualifications, experience, accreditation/affiliation (where relevant), etc. Artisan/Site Agent with 2 or more years electrical / building/ construction experience.</p>			
Proposed construction programme	<p><b>Proposed construction programme-</b> Provides a detailed list of tasks necessary to complete the works, tasks a specific to the project and encompass construction milestones</p> <p>Appropriate timeline and time estimates</p>			
Past relevant work experience	<p><b>Past relevant work Experience -</b> One (1) 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.</p>			
Methodology	<p><b>Methodology-</b> Items (a-g) must be clearly outlined in the detailed method statement.</p> <p>a) Work Sequence b) Time c) Resources d) Associated Health, Safety and Environmental Assessments e) Control Measures f) Welfare Facilities</p> <p>Work Method etc.</p> <p>Content, Clear, detailed presentation of the scope of work with full understanding and a logical structure.</p>			

#### Phase 4: Price and Specific Goals

The 80/20-point system will be used in evaluating all proposals.

SPECIFIC GOALS	20
PRICE	80
<b>Total</b>	<b>100</b>

#### Price

**A maximum of 80 points are allocated for price on the following basis:**

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

Where:

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

#### Preference Point System (Specific Goals)

SPECIFIC GOALS	NUMBER OF POINTS TO BE ALLOCATED
Women	5
People with disability	5
Youth (35 and below)	5
Location of enterprise (Province)	2
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3
<b>Total points for SPECIFIC GOALS</b>	<b>20</b>

Documents requirement for verification of points allocation:

Procurement Requirement	Required Proof Documents
Women	Full CSD Report
Disability	Full CSD Report
Youth	Full CSD Report
Location	Full CSD Report
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	Valid BBEE certificate/sworn affidavit Consolidated BEE certificate in cases of Joint Venture. Full CSD Report

The definition and measurement of the goals above is as follows:

**Women, disability, and youth:**

This will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets this 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.

**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 obtain the points.

**B-BBEE status level contributors from level 1 to 2 which are QSE or EME**

Measured in terms of normal BBBEE requirements.

**Note: Formula for calculating points for specific goals**

**Preference points for entities are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed:**

$$PC = Mpa \times \frac{P\text{-own}}{100}$$

Where

**PC= Points awarded for specific goal**

**Mpa= The maximum number of points awarded for ownership in that specific category**

**P-own = The percentage of equity ownership by the enterprise or business**

**TECHNICAL ENQUIRIES**

Should you require any further information in this regard, please do not hesitate to contact:

Name: Nirdosh Punchum

Tel: 0332391266

Mobile: 0605874655

Email: [punchumn@dws.gov.za](mailto:punchumn@dws.gov.za)



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

BID NUMBER:	WTE-2504ES	CLOSING DATE:	10 JUNE 2025	CLOSING TIME:	11:00
DESCRIPTION	THE SUPPLY, DLEIVERY AND INSTALLATION OF HIGH MASTS AT HLUHLWE				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
MIDMAR DAM WALL ENTRANCE: DEPOSIT AT SECURITY GUARDHUT (PLEASE COMPLETE REGISTER)					
OFF THE R103					
TWEEDIE ROAD					
HOWICK					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	NISHAN SINGH		CONTACT PERSON	NIRDOSH PUNCHUM	
TELEPHONE NUMBER	033-2391900		TELEPHONE NUMBER	033 2391266	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	SINGHN@DWS.GOV.ZA		E-MAIL ADDRESS	punchumn@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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No
[IF YES ENCLOSE PROOF]		[IF YES, ANSWER PART B:3 ]	

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>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.</b>	

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

<b>1. BID SUBMISSION:</b>
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).
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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-FILED THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
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:

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 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.)*

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

#### **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

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### Industrial Procurement

The revised Preferential Procurement Policy Framework Act (PPPPA) 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%
<b>Pharmaceutical Products:</b> <ul style="list-style-type: none"><li>• OSD Tender</li><li>• Family Planning Tender</li></ul>	<ul style="list-style-type: none"><li>• 70% (volumes)</li><li>• 50% value</li></ul>
Rail Rolling Stock	65%
Set Top Boxes (STB)	30%
<b>Furniture Products:</b> <ul style="list-style-type: none"><li>• Office Furniture</li><li>• School Furniture</li><li>• Base and Mattress</li></ul>	<ul style="list-style-type: none"><li>• 85%</li><li>• 100%</li><li>• 90%</li></ul>
Solar Water Heater Components	70%
Electrical and telecom cables	90%
Valves products and actuators	70%
<b>Residential Electricity Meter :</b> <ul style="list-style-type: none"><li>• Prepaid Electricity Meters</li><li>• Post Paid Electricity Meters</li><li>• SMART Meters</li></ul>	<ul style="list-style-type: none"><li>• 70%</li><li>• 70%</li><li>• 50%</li></ul>
<b>Working Vessels/Boats (All types):</b> <ul style="list-style-type: none"><li>• Components</li></ul>	60% <ul style="list-style-type: none"><li>• 10% – 100%</li></ul>



<ul style="list-style-type: none"> <li>• Class 3</li> <li>• Class 4</li> </ul>	<ul style="list-style-type: none"> <li>• 45%</li> <li>• 10%</li> </ul>
• Components and conversion activities	• 50% – 100%
<b>Solar PV Components:</b>	
<ul style="list-style-type: none"> <li>• Laminated PV Modules</li> <li>• Module Frame</li> <li>• DC Combiner Boxes</li> <li>• Mounting Structure</li> <li>• Inverter</li> </ul>	<ul style="list-style-type: none"> <li>• 15%</li> <li>• 65%</li> <li>• 65%</li> <li>• 90%</li> <li>• 40%</li> </ul>
<b>Two Way Radio Terminals and Associated Equipment:</b>	
<ul style="list-style-type: none"> <li>• Portable Radio</li> <li>• Mobile Radio</li> <li>• Repeater</li> </ul>	<ul style="list-style-type: none"> <li>• 60%</li> <li>• 60%</li> <li>• 60%</li> </ul>
• Components	• 20% – 100%
<b>Rail Signaling:</b>	
• Components	• 65%
	• 40% – 100%
<b>Wheely Bins:</b>	100%
<b>Fire Fighting Vehicle</b>	30%
<ul style="list-style-type: none"> <li>• Crew Cabin</li> <li>• Super Structure</li> <li>• Assembly</li> </ul>	<ul style="list-style-type: none"> <li>• 100%</li> <li>• 100%</li> <li>• 100%</li> </ul>
<b>Steel Products and Component for Construction</b>	
<b>Steel Value-added Products</b>	<ul style="list-style-type: none"> <li>• <b>Fabricated Structural Steel</b></li> <li>• Joining/Connecting Components</li> <li>• Frames</li> <li>• Roof and Cladding</li> <li>• Fasteners</li> <li>• Wire Products</li> <li>• Ducting and Structural pipework</li> <li>• Gutters, downpipes &amp; lauders</li> <li>•</li> </ul>
<b>Steel Value-added Products</b>	<ul style="list-style-type: none"> <li>• 100%</li> <li>• 100%</li> <li>• 100%</li> <li>• 100%</li> <li>• 100%</li> <li>• 100%</li> <li>• 100%</li> <li>• 100%</li> <li>• 100%</li> <li>• 100%</li> <li>• 100%</li> <li>• 100%</li> <li>• 100%</li> <li>• 100%</li> <li>• 100%</li> <li>• 100%</li> <li>• 100%</li> </ul>
<ul style="list-style-type: none"> <li>• Plates</li> <li>• Sheets</li> <li>• Galvanised and Colour Coated Coils</li> <li>• Wire Rod and Drawn Wire</li> <li>• Sections</li> <li>• Reinforcing bars</li> <li>•</li> </ul>	
<b>Pumps, Medium Voltage (MV) Motor and Associated Accessories</b>	70%
<ul style="list-style-type: none"> <li>• Casting or Frame Fabrication</li> <li>• Fabrication and winding of the Rotor Core</li> <li>• Accessories</li> <li>• Assembly and testing of the fully-built unit</li> </ul>	<ul style="list-style-type: none"> <li>• 100%</li> <li>• 100%</li> <li>• 100%</li> <li>• 100%</li> </ul>
<b>Rail Permanent Way</b>	90%
<ul style="list-style-type: none"> <li>• Rails and rail joints</li> <li>• Ballasts</li> <li>• Ballastless</li> <li>• Turnouts/switches and crossings</li> <li>• Railway sleepers</li> <li>• Rail fastening and accessories</li> <li>• Railway maintenance of way plant &amp; equipment</li> <li>• Assembly and testing of fully build unitst</li> </ul>	<ul style="list-style-type: none"> <li>• 100%</li> <li>• 100%</li> <li>• 100%</li> <li>• 100%</li> <li>• 100%</li> <li>• 100%</li> <li>• 70%</li> <li>• 100%</li> </ul>
<b>Plastic Pipes</b>	100%
<ul style="list-style-type: none"> <li>• Polyvinyl chloride (PVC) pipes</li> <li>• High density polyethylene (HDPE) pipes</li> <li>• Polypropylene (PP) pipes</li> <li>• Glass reinforced plastic (GRP) pipes</li> </ul>	<ul style="list-style-type: none"> <li>• 100%</li> <li>• 100%</li> <li>• 100%</li> <li>• 100%</li> </ul>
<b>Air insulated MV Switchgear</b>	50%

<ul style="list-style-type: none"> <li>• Structural Steel</li> <li>• Rubber</li> <li>• Conveyor Belt</li> <li>• Pulleys</li> </ul>	<ul style="list-style-type: none"> <li>• 100%</li> <li>• 100%</li> <li>• 100%</li> <li>• 60%</li> </ul>
<b>Industrial lead Acid Batteries</b>	
<b>Cement</b>	50%
<ul style="list-style-type: none"> <li>• Cem I</li> <li>• Cem II</li> <li>• Cem III</li> <li>• Cem IV</li> <li>• Cem V</li> <li>• Masonry Cement</li> </ul>	100% <ul style="list-style-type: none"> <li>• 100%</li> <li>• 100%</li> <li>• 100%</li> <li>• 100%</li> <li>• 100%</li> </ul>

To access the practice notes to the above designated sectors, please go to [www.treasury.gov.za](http://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](http://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](mailto:cmatidza@thedtic.gov.za)

For local content enquiries or complaints, please send an e-mail to [localcontent@thedtic.gov.za](mailto:localcontent@thedtic.gov.za)



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the dtic

Department  
Trade, Industry and Competition  
REPUBLIC OF SOUTH AFRICA

together, **growing the economy**

the dtic Customer Contact Centre: 0861 843 384



calculations

(1)	Tender No.	WTE-2504ES
-----	------------	------------

11/11/2011

[illegible]

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C25) Average local content % of tender

---

## Annex D

**Imported Content Declaration - Supporting Schedule to Annex C**

(D1)	<b>Tender No.</b>	
(D2)	<b>Tender description:</b>	
(D3)	<b>Designated Products:</b>	
(D4)	<b>Tender Authority:</b>	
(D5)	<b>Tendering Entity name:</b>	
(D6)	<b>Tender Exchange Rate:</b>	Pula

EU	GBP
----	-----

Pula	
------	--

**Note:** VAT to be excluded from all calculations

### A. Exempted imported content

[illegible]

### B. Imported directly by the Tenderer

[illegible]

**C. Imported by a 3rd party and supplied to the Tenderer**

[illegible]

## D. Other foreign currency payments

D. Other foreign currency payments		Calculation of foreign currency payments		
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content &amp; foreign currency payments - (D32), (D45) &amp; (D52) above

**This total must correspond with  
Annex C - C 23**

Date: \_\_\_\_\_







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 consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

---

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

#### 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: <b>WTE-2504ES</b>
Closing Time <b>11:00</b>	Closing date: <b>10 JUNE 2025</b>

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

ITEM NO.	QTY	DESCRIPTION OF GOODS	UNIT PRICE (To be filled by the bidder)	BID PRICE (To be filled by the bidder)
1	1	PRELIMINARY AND GENERAL	R	
2	3	SUPPLY, DELIVERY, AND INSTALLATION OF HIGH MAST LIGHTS		
			15% VAT	
			TOTAL BID PRICE	

- 
- Required by: OPERATIONS EASTERN
  - Att: SUPPLY CHAIN MANAGEMENT
  - Brand and model: .....
  - Country of origin: N/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**



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## **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](http://www.treasury.gov.za)

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

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

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

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

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

## **6. Patent rights**

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

## **7. Performance security**

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

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

## **8. Inspections, tests and analyses**

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

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.

<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and duties</b>	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.
<b>33. Industrial Participation Programme</b>	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.
<b>34 Prohibition of Restrictive practices</b>	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.