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

DUE AT 11:00 AM ON

24 JUNE 2025

WTE-2507ES

**MGENI RIVER GWS: MIDMAR DAM AND ABLUTION: WATER
CONTROL OFFICE INTERNAL FINISHES AND
INSTALLATION OF SERVICES**

SUBMIT TENDER DOCUMENT

TO

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

TO BE DEPOSITED IN:
THE TENDER BOX AT THE
ENTRANCE
OF MIDMAR DAM GUARDHUT
MIDMAR DAM

TENDERER: (Company address and stamp)

COMPILED BY: DEPARTMENT OF WATER AND SANITATION:

Tender Notice and Invitation to Tender

MGENI RIVER GWS: MIDMAR DAM AND ABLUTION: WATER CONTROL OFFICE INTERNAL FINISHES AND INSTALLATION OF SERVICES

Employer Tender Number: WTE-2507ES

cidb Reference Number: 100104878

DEPARTMENT OF WATER AND SANITATION EASTERN OPERATIONS (KZN) INVITES TENDERS FOR MGENI RIVER GWS:
MIDMAR DAM AND ABLUTION: WATER CONTROL OFFICE INTERNAL FINISHES AND INSTALLATION OF SERVICES

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

NO FEES PAYABLE. BID DOCUMENTS CAN BE DOWNLOADED FROM THE NATIONAL TREASURY E-TENDER WEBSITE UNDER
RFQ NUMBER WTE-2507ES.

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

SIKOSANA SIBONELO

Tel No. 0605546969

E-mail. SIKHOSANAS@DWS.GOV.ZA

A compulsory clarification meeting with representatives of the Employer will take place at MIDMAR DAM on 13 June 2025 starting at
10h00.

The closing time for receipt of Tenders is 11h00 on Tuesday, June 24, 2025.

Emailed and Late Tenders will not be accepted.

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

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

DEPARTMENT OF WATER AFFAIRS

INSTRUCTIONS TO BIDDERS: PURCHASES

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

ANNEXURE 7

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

ANNEXURE 7

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

July 2004

Special Conditions of Bid: Purchases

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

BID NUMBER: WTE-2507ES CLOSING DATE: 24 JUNE 2025 CLOSING TIME: 11:00

DESCRIPTION MIDMAR DAM WCO ABLUTION INTERNAL FINISHES

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

MIDMAR DAM WALL ENTRANCE

SECURITY GUARDHUT

| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | |
|--|-------------------|---|-----------------------|
| CONTACT PERSON | NISHAN SINGH | CONTACT PERSON | SIBONELO SIKHOSANA |
| TELEPHONE NUMBER | 033-2391900 | TELEPHONE NUMBER | 060 554 6969 |
| FACSIMILE NUMBER | | FACSIMILE NUMBER | |
| E-MAIL ADDRESS | SINGHN@DWS.GOV.ZA | E-MAIL ADDRESS | SIKHOSANAS@DWS.GOV.ZA |

SUPPLIER INFORMATION

| | |
|-------------------------|--------|
| NAME OF BIDDER | |
| POSTAL ADDRESS | |
| STREET ADDRESS | |
| TELEPHONE NUMBER | NUMBER |
| CELLPHONE NUMBER | |
| FACSIMILE NUMBER | 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 SUPPLIERSIS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NODOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NODOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NODOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NOIS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

PART B

TERMS AND CONDITIONS FOR BIDDING

| | |
|---------------------------------------|---|
| 1. BID SUBMISSION: | |
| 1.1. | BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| 1.2. | ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. |
| 1.3. | THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4. | THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7). |
| 2. TAX COMPLIANCE REQUIREMENTS | |
| 2.1 | BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| 2.2 | BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 2.3 | APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA . |
| 2.4 | BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. |
| 2.5 | IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. |
| 2.6 | WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| 2.7 | NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE." |

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

BRANCH: INFRASTRUCTURE MANAGEMENT

**CD: WATER RESOURCES INFRASTRUCTURE OPERATIONS AND
MAINTENANCE**

DIRECTORATE: OPERATIONS EASTERN

TECHNICAL SPECIFICATION

**MGENI RIVER GWS: MIDMAR DAM AND ABLUTION: WATER
CONTROL OFFICE INTERNAL FINISHES AND INSTALLATION OF
SERVICES**

JANUARY 2022

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1. Introduction

This document provides technical specification for the construction of water control office internal finishes and installation of services.

Below is the list of applicable (English Version) Standard Specifications:

- DWS 2020: Quality Control;
- SANS 1200-SECTION AA: General small work
- SANS 2001-BS1: Construction works site clearance
- SANS 2001-BE1: Construction works Earthworks (general)
- SANS 2001-CC1: Construction works concrete works structural
- SANS 2001-CC2: Construction works concrete works (minor works)
- SANS 2001-CM1: Construction works Masonry walling
- SANS 2001-CG1: Construction works Installation of glazing in window and door frames
- SANS 2001-EM1: Construction works Cement plaster
- SANS 2001-DP2: Construction works Medium pressure pipelines
- SANS 2001-DP3: Construction works Cable ducts
- SANS 10142
- SANS 2001-DP4: Construction works Sewers
- SANS 2001-DP6: Construction works Below-ground water installations
- SANS 10400: The application of the National Building Regulations;
- Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
- Housing Consumers Protection Measures Act, 1998 (Act No 95 of 1998)
- PW 371-A: Construction works specification (General specification)
- General Specification for dry wall Partitions and Lightweight Internal Walls

2. Background and Discussion

Midmar Dam is one of the major dams in the upper Mgeni, Howick, KwaZulu Natal and is situated in Howick with a drainage basin of 17.93 km² within the Mgeni River catchment area of 926 km². The dam is the property of the Department of Water and Sanitation. The dam has an operational storage capacity of 235.414 Mm³. The dam is operated and maintained by uMgeni. The operational office space for water control office was provided to ensure maintenance and operations of the dam by uMgeni. The current built office requires internal finishes and installation of water, sewer and electricity services for the office building to be occupied for operational use by uMgeni.

Scope of Work

The project includes the following:

- **Scheduled fixed-charge and value-related items:** Provision of contractual requirements by contractor. This is the sum that shall cover the Contractor's initial costs of providing sureties, insurance of the works and plants, third party or public liability insurance and unemployment insurance to cover his compliance and any other initial financing obligation of a preliminary and general nature, such as contribution to the CEITB. SANS 1200-SECTION AA: General small work

Facilities for Contractor: The sum of provision of establishment of facilities on the site for general small works.

Facilities required by Contractor shall provide the sums for items

(b) above shall cover the cost of providing, establishing and commissioning on the Site these facilities adequately equipped to allow the work to commence and to proceed to completion as required in terms of the contract.

Other Fixed –charge obligation: The sum of fixed costs of all other obligations that are required for the proper execution of the works in accordance with the requirements of the specification and the condition of contract

Section OHSA 193 Safety specification:

- a) The contractor shall provide a Health and Safety Officer for the duration of the project to ensure all OHSA regulations are adhered too.
- b) Provide a Health and Safety Plan
- c) Conduct a Risk assessment by Contractor in terms of construction regulation 2003
- d) Keep all records and registers for the duration of the project
- e) Provide PPE to ensure safety for the duration of the project

Removal of site Establishment: Provide the sum that cover the cost of demolition on and the removal from the surface of the site of all items established, and shall provide for the making good and the restoring of the site to the satisfaction of the engineer.

- **Site clearance:** "As per reference to SANS 2001-BS1: Construction works site clearance codes". The area designated by the Engineer and cleared and grubbed will be measured to the nearest 0.1 ha or, in the case of pipelines, etc., where the width is specified, to the nearest metre or kilometre. The rate shall cover the cost of clearing the surface, removing boulders of size up to 0,15 m³, grubbing of trees and tree stumps (except large trees and stumps as specified in 8.2.2 below), cutting of trunks and branches exceeding 0.5 m in girth into

transportable lengths, backfilling of cavities, demolishing structures (except where otherwise provided for in the project specification) and removing, Transporting (except where 8.2.9 is applicable), and disposing of material. Thus cleared, grubbed, cut, and demolished. Boulders over 0.15 m³ will be dealt with as excavation, in terms of the items scheduled for bulk excavation or restricted excavation, as applicable.

Site clearance for the following:

Septic Tank: 3.000 m x 1.500 m = 4.5 m²

French Drain: 1.800 m x 6.000 m = 59 m²

Pipe Line: 121.000 m x 0.5 m = 60.5 m²

Clear and grub for the proposed construction works in m².

- **Remove topsoil to normal depth of 150 mm (or other stated depth) and stockpile:** The rate shall cover the cost of removing topsoil, together with such vegetation and small roots as occur within the specified depth, and of stockpiling on designated sites. Removing of topsoil
- **Earthworks:** "As per reference to SANS 2001-BE1: Construction works Earthworks (general) codes". Bulk Excavation in all materials and use for embankment or backfill or dispose, as ordered. Separate items will be scheduled for each type of excavation or each structure and for each class (see Drawings D-1) or manner of disposal of excavated material. The rate shall cover the cost of complying with all precautions required in terms of 5.1 in addition to the cost of excavation, basic selection, loading, transportation within freehaul distance, offloading, spreading or backfilling, watering, compacting, final grading, complying with the requirements for tolerances, providing for testing, and disposal of spoil, all in accordance with the requirements of the specification.

b) Extra-over for

1) Intermediate excavation 10%

2) Hard rock excavation 5%

- **Masonry walling:** Masonry units shall comply with the relevant requirements of one of the following standards and have the properties as specified in the specification data or shown in the construction drawings, subject to the compressive strength not being less than the requirements given in table 1:
 - a) SANS 227 for burnt clay masonry units,
 - b) SANS 1215 for concrete masonry units.

Clay face brick specification product type: **Terracotta Travertine** to be used in all brick works
All Office internal wall finishes shall be built to wall plate of existing outside wall plate level.

- **Cellings, linings, partitions, access flooring:** Branderling of size 38 mm x 38 mm required to support gypsum plasterboard, fibre-cement board or similar board shall be securely spiked

to the supporting timbers with 75 mm wire nails at centres that do not exceed 450 mm. Cross bracing shall be cut in between the longitudinal bracing and skew nailed to the same, using 75 mm wire nails at centres that do not exceed 900 mm.

Use **6.4mm rhinoboard** fixed to bracing @ 450 mm c/c with h section cover strips. 70 mm cornices shall be installed. Cornices and ceiling shall be painted with two coats of quality SABS approved white paint. All clout nails and cover strips will receive one coat universal undercoat or oil based enamel to avoid rust before receiving bonding liquid or PVA.

Take precaution on working around existing ceiling 6.930 m x 6.630 m area to enable internal wall building partitioning of internal walls. Reinstall the ceiling, cornice to new internal wall partition and paint with two coats of quality SABS approved white paint.

See attached drawing (**WC OFFICE INTERNAL FINISHES**) for more wall internal finishes.

- **Windows, doors, curtain walls:** All installation and fitting to be done in accordance to manufacture's specification instructions where applicable. All service units at completion must be left in perfect working order.

Internal doors: Supply and install 3 internal doors complete with frames and hinges. Internal doors to be primed with universal undercoat and painted with white SABS approved gloss enamel paint.

Windows: Supplied and installed aluminium window blinds one (1.63x0.94 m aluminium window blinds), one (1.63x1.2 m aluminium window blinds), one (1.63x0.7 m aluminium window blinds) and one (0.58x0.7 m aluminium window blinds). Supply and install steel burglar guards openings are not to exceed 30 cm, one (1.63x0.94 m burglar guards), one (1.63x1.2 m burglar guards), one (1.63x0.7 m burglar guards) and one (0.58 x0.7 m burglar guards).

Plaster, screeds, toppings: All aggregate for screeds: concrete sand (not a plaster sand) passing through a 5 mm sieve; where a smooth surface is required, concrete sand may be blended with plaster sand in the proportion of 4:1.

1 part cement to 3 (1/2) parts sand, or 50 kg (one bag) cement to 130 l sand (two wheelbarrows). Mixing by hand or preferable by forced –action mechanical mixer for 3 minutes concrete must be use within 45 min. 30 mm thick screed wood floated on concrete.

- **Tiling:** Supply and install 350 x 350 x 5 mm ceramic floor tiles with adhesive to creed and flush pointed with grout. Dove-grey grouting will be applied to all floor tiles. 75 mm meranti skirting including 20 mm quadrant bead will be fitted to floor. The skirting will be varnished with two coats oil wood primer and clear varnish.

Tile area 6.930m x 6.630m = 46 m²

Refer to drawing WC Office Internal Finishes for quantity information.

- **Floor covering, wall linings:** If a floor is to be laid directly on ground or fill the material used must be very well compacted. Any filling material you use needs to be applied in layers that aren't any thicker than 150 mm once each layer has been compacted.
Concrete floors supported on ground or filling must be constructed in such a way that moisture will not penetrate the floor slab.
- **Painting:** All internal floated plaster surface work to be painted with one coat alkali resistant two coats of low odour premium quality highly washable and stain resistant acrylic emulsion paint for interior use SABS approved Acrylic PVA.

Refer to drawing WC Office Internal Finishes for quantity information.

- **Drainage, sewerage, water and sanitary plumbing:**

Drainage:

Supply, deliver and install seamless aluminium gutters with 75mm downpipes. Concrete water channels to be provided at each downpipe.

Sewerage:

Supply and install underground pipe 100 kpa sewage pipes and connectors to existing septic tank at approximately 20 m

Water:

Supply and install 1, 400KPA Superline Dual Geyser (50 Lt). The Superline 400 Dual must be installed in compliance with SANS 10254 Installation and Maintenance of Electric Storage Water Heaters, with a Temperature and Pressure Valve (Safety Valve), Drain Cock (both supplied with the water heater), Pressure Control Valve, Drip Tray and Vacuum Breakers.

The Geyser must be installed wall mounted vertically or horizontally left hand or horizontally right hand. Contractor must ensure that the reliability and strength of the wall is adequate for geyser wall mounting. In a horizontal wall mounting installation, the brackets (feet) need to be moved by 90° to the alternative holes in the outer casement. In a vertical wall mounting installation, the brackets (feet) are not moved to the alternative holes in the outer casement.

The following minimum installation clearance must be allowed for on each side in the event of having to remove the element, thermostat or the anode: 50lt – 400mm.

Sanitary Plumbing:

Supply and install 510 x 405 daisy 7061 hand wash basin floor mounted pedestal. Supply and Install WC suit comprising WC pan with double flap heavy duty plastic seat and matching 9 litre cistern with flush pipe. Supply and install a toilet roll holder with a 500 ml stainless steel wall mounted liquid soap dispenser. Supply all ERF water connections taps, valves etc made of brass. Supply and install 1 Jupiter mirror 600 x 450

- **Electrical works:** Provide sum for supply, install, testing and commissioning of electrical works systems. (3 Core plus Earth cable 16 mm x 100 m/l light lightings etc)
- **Install Air Conditioning:** Supply and Install two 9000BTU Inverter Mid wall split units system to be affixed to a wall, include evaporator (indoor unit) mounted to inside wall off the office, condenser (outdoor unit) mounted onto a set of brackets on the same outside wall with a 3 m radius from the evaporator etc.
- **Rainwater goods:** Supply, deliver and install seamless aluminium gutters with 75mm DOWNPIPES. CONCRETE WATER CHANNELS to be provided at each downpipe.
- **Paintwork:** External and internal plaster work to be stripped, repaired and painted with two coats of SABS approved Acrylic PVA. Internal and external wall colour to be chosen by the Water Control Officer from the samples supplied by the Contractor. All exposed metal work (including windows) to be painted with one coat of universal undercoat and one coat of SABS approved gloss enamel paint. All external doors to be finished with two coats of linseed oil or good quality varnish. All internal doors to be finished with gloss enamel. All exposed timber to receive two coats of carbolium.
- **Ceramic tiles:** Ceramic wall tiles will be fitted to a height of 1,2 metres from the floor level of all bathrooms. Kitchen walls will be tiled with ceramic tiles up to the height of 1,2 metres from kitchen counter around walls units in the kitchen area. White grout will be applied to all wall tiles
- **Bathrooms:** Supply, deliver and install fittings toilet, and hand wash basin. All sanitary fittings to be standard type white vitreous china. Wash hand basins will be ceramic white wall mounted unit fitted onto two concealed brackets and placed onto a ceramic pedestal. The basin waste will be a standard fitting (not pop-up waste) and one moulded black basin plug attached to a plug chain will be supplied. Basin will receive white silicone sealer where plastic or ceramic meets wall. WC's will have standard ceramic front flush 9 litre cisterns. A white toilet seat will be fitted to each toilet. Taps are to be standard hot and cold mix type supplied and installed by the contractor
- **Kitchen counter:** Supply and install

- **Ironmongery:** Internal doors to be fitted with standard two lever SABS approved mortise lock sets – chrome plated handles. External doors to be fitted with standard 3 lever SABS approved mortise lock sets – chrome plated handles. Each bathroom will be fitted with one single rail, wall mounted towel rail. To each toilet fitted there will be one ceramic wall mounted toilet roll holder placed at a convenient place close to the toilet. Each shower and each bath will have a white ceramic wall mounted soap dish fitted at a convenient place.

3 Responsibilities of the Contractor

The contractor shall be responsible for the following:

- Adhere to material/ building specifications
- Ensure that quality is adhered to throughout the renovation process
- Ensure that the building rubble is removed and dumped legally
- Adhere to SABS and NHBRC building standards and regulations
- Be a member of NHBRC.

4. Workmanship

4.1 General

Workmanship and general finish shall be of first class commercial quality and in accordance with best workshop practice.

5. Occupational Health and Safety

This health and safety specification in respect of an engineering and construction works contract:

a) provides the overarching framework within which the Contractor is required to demonstrate compliance with certain requirements for occupation health and safety established by the Occupational Health and Safety Act of 1993;

b) establishes the manner in which the Contractor is to manage the risk of health and safety incidents in the execution of the contract; and

c) establishes the manner in which the Employer's health and safety agent will interact with the Contractor.

Note: 1) This specification establishes general requirements to enable the Employer and the Contractor to satisfy the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2003.

2) The Construction Regulations, 2003, require an Employer to stop any Contractor from executing construction work which is not in accordance with the Contractor's health and safety plan for the site or which poses to be a threat to the health and safety of persons.

3) This specification establishes generic health and safety requirements Site specific requirements for health and safety are stated in the scope of work associated with a contract.

The Occupational Health and Safety and Regulations (Act number 85 of 1993) is applicable. Construction 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. With reference to Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

4.2.5 Health and safety file

4.2.5.1 The Contractor shall maintain on site a health and safety file which contains copies of the following, as relevant:

- a) **documents required prior to commencing with physical construction activities**
(From 1 up to 12)
- b) **documents required after construction activities have commenced**
(From 1 up to 23)

- A detailed site specific risk assessment for review and acceptance;
- A detailed method statement for approval by the Project Manager;

All work shall be done in accordance with relevant legislation(s) and regulation(s). The DWS reserves the right to stop the contractor from executing work, which is not in accordance with the contractor's OHS plan for the site or which poses a threat to the health and safety of persons. The contractor may not appoint a subcontractor unless the contractor is reasonable satisfied that the subcontractor has necessary competencies and resources to perform work safely. Any subcontractor appointment shall be approved by the Project Manager. Where a contractor appoints a subcontractor, all OHS Act requirements shall be applicable to the subcontractor. The contractor shall appoint a full-time competent employee in writing as the project supervisor, with the duty of supervising the project.

When the contractor and employees 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.

5.1 Section 37.2 Appointment

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

Then parties have agreed that in respect of performance of the work the Contractor shall be responsible for compliance with the Occupational Health & Safety Act and its Regulations. The

Employer and Mandatory accordingly enter in this agreement in terms of Section 37(2) of the OHS Act, the terms and conditions of which are set out in Annexure B.

5.2 Risks Identified by the DWS

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

- Working at height
- Injury due to falling material
- Falling due to slippery surfaces
- Falling
- Scaffold and climbing equipment collapse
- Noise
- 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
- Electrocution
- Moving Machinery
- Back injuries from carrying heavy loads
- Dehydration

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

5.3 Costs of OHS

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

6. Quality Control

The quality of the work shall be assured in accordance with the DWS Quality Control Specification, that is, DWS 2020. Prior to commencing with the project the Quality Control Plan (QCP) shall be submitted to the DWS for review, acceptance and or approval.

The DWS may employ an independent, technically qualified organisation to carry out quality surveillance of the work on his behalf. The inspection authority has the right to inspect any item covered in the Contract at any stage of execution of the Project.

6.1 Costs of Quality Control

The cost for quality control shall be included in the Tendered rates.

When surveillance results in rejection of the lot or when notice by the Contractor results in a fruitless trip, the cost borne by the DWS shall be debited against the Contractor's account.

If additional inspections, tests and analyses requested by the DWS prove that the workmanship is in accordance with the Specification, the costs of the inspections and/or tests including transport will be defrayed by the DWS. However, should the additional investigations prove that the workmanship does not conform to the specifications, the costs shall be defrayed by the Contractor. The Project Manager shall have the right, without prejudice to any other legal remedy, to deduct such costs from payments due to the Contractor under the Contract.

Where Plant or services fail to meet the Contract requirements but are nevertheless accepted at an agreed revised rate, the costs with regard to inspections, test and analyses shall be for the Contractor's account unless otherwise directed by the DWS.

6.2 Non-Compliance with the Specification

Construction Works, materials and services that do not conform to the requirements of this Specification shall be rejected. Such rejected Works shall be held at the cost and risk of the Contractor who shall, when called upon, and at his own cost, repair the defects according to the Contract.

7. 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 offered under this Contract without the written approval of the Project Manager. The DWS shall not accept any additional cost for any part of this Contract if this procedure has not been followed.

8. Compliance with Standards

When reference is made to a code, specification or standard, the reference shall be taken to mean the latest edition of the code, specification or standard; including addenda, supplements and modifications and revisions thereto, unless otherwise specified.

The materials and workmanship shall be in accordance with the appropriate Specification current at the time of manufacture unless otherwise specified.

Should the Contractor desire for any reason to deviate from the Standards specified or the aforesaid equal or better Standard, he/ she shall submit for the Project Manager's approval a statement of the exact nature of the deviation, fully supported by copies of the equivalent Standard (in English) and complete Specification of the alternative materials proposed. It shall be the responsibility of the Contractor to demonstrate that any alternative Standards proposed are equal or superior to those specified.


9. Pre-Tender Requirements

Before submitting a Tender, each Tenderer shall visit and examine the Site and its surroundings, and shall obtain all the information that may be necessary for preparing the Tender. The date of the official Pre-Tender Meeting and Site Visit, which will be organized by the DWS, is stated in the Invitation to Tender. Tenderers are at liberty to visit the Site at other times during the Tender Period subject to making prior arrangements with the DWS.

The Tenderer and any of his personnel or agents who enter the Site or the DWS's premises and lands for the purpose of such inspection will release and indemnify the DWS and his personnel, contractors and agents from and against all liability in respect thereof and in respect of entering and being conveyed in any vehicle arranged by the DWS and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, whether or not caused by the negligence of the DWS. (Such indemnities shall be given to the DWS prior to the start of any Site visit in the form attached to these Instructions to Attendance at the Pre-Tender Meeting and the Site Visit is a compulsory precondition to submitting a Tender. Attendance will be confirmed by the DWS, by means of the Tenderer's completion of the Pre-Tender Meeting and Site Visit Inspection Certificate (Annexure A). The Certificate will be signed during the Pre-Tender Meeting/Site Visit by the DWS and the Tendering Contractors. The original signed Pre-Tender Meeting and Site Visit Inspection Certificate must be included in the documentation submitted with the Tender.

The Tenderer shall bear all costs associated with his visit or visits to the Site and his attendance at the compulsory briefing session.

10. Technical Material Specification sheet

| Item | Specification Description of Goods | Image of Goods |
|-------------------------|--|---|
| 1. Kitchen Sink | Kitchen sink 2 bowls 2 drainers stainless steel drop in FRANKE QLX622 1500 x 500 x 153mm, with backsplash |  |
| 2. Windows and Doors | | |
| Internal Door | 813 x 2032 mm solid core flush panel door |  |

| | | |
|----------------------------------|---|---|
| Replace External Door x 2 | 813 x 2032 mm Fielded panel door |  |
| 3. Air Conditioning | 9000 BTU inverter Mid wall split units |  |
| 4. Geyser | Superline 400 Dual 50 Litres |  |

| | | |
|-----------------------------------|---|---|
| <p>5. Kitchen Cupboard</p> | <p>Floor Kitchen Unit</p> |  |
| <p>Kitchen Cupboards</p> | <p>Wall Kitchen Units</p> |  |
| <p>6. Basin</p> | <p>510 x 405 mm Daisy 7061 hand wash basin floor mounted pedestal</p> |  |
| <p>7. Toilet</p> | <p>Vaal Daisy Elite toilet Suite</p> |  |

| | | |
|--------------------------------|--|---|
| 8. Floor Tiles | 350 x 350 x 5 mm thick Kilimanjaro Desert Eco Tec Matt Porcelain floor tiles |  |
| 9. Kitchen Wall Tiles | Cabana Grey Matt (600 x 300 mm) |  |
| 10. Bathroom Wall Tiles | Polar White Matt (600 x 300 mm) |  |
| 11. Bathroom Mirror | Jupiter mirror (600 x 450) |  |

| | | |
|--|---|---|
| 12. Lights interior | Ceiling PLAIN GLASS 300 mm |  |
| 13. Lights Interior | RS PRO 56 W FLUORESCENT BATTEN LIGHT, 230 V LINEAR TWIN BATTEN, 2 LAMP, 1.18 M LONG, IP20 |  |
| 14. Wall mount soap dispenser | Rubbermaid Commercial Products 1300ml Wall Mounted Soap Dispenser |  |
| 15. Polycarbonate Multiwall Awning 1000x1000 Bronze | Polycarbonate Multiwall Awning 1000x1000 Bronze |  |



Contract No.:

SECTION 2 - INTERNAL FINISHES



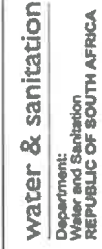
| ITEM NO | PAY REF | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|---|---------|---|----------------|------|------|--------|
| 2.1 | | DRY WALL PARTITION | | | | |
| 2.1.1 | | Supply Gypsum Plasterboard dry wall partition complete with meranti skirting for office with 110 mm wall thickness. Wall length height to existing ceiling height 2,4 m | m | 11.3 | | |
| 2.1.2 | | Supply clay bricks to partition the bathroom walls to wall plate height working around existing ceiling of 2,4 m. Wall thickness to be 110 mm | m | 4.9 | | |
| 2.1.3 | | Plaster bathroom walls inside and outside. | m ² | 23.2 | | |
| 2.2 | | SKIRTING | | | | |
| 2.2.1 | | Wrought meranti 75 mm skirting including 20 mm quadrant bead, nailed | m | 40 | | |
| 2.3 | | SANITARY FITTINGS | | | | |
| 2.3.1 | | Supply and install 510x 405 mm daisy 7061 hand wash basin floor mounted pedestal complete with mixer tap. | Sum | 1 | | |
| 2.3.2 | | Supply and install WC suit comprising WC pan with double tap heavy duty plastic seat and matching 9 liter cistern with flushpipe. | Sum | 1 | | |
| 2.4 | | SUNDRIES | | | | |
| 2.4.1 | | Supply and Install toilet roll holder | Sum | 1 | | |
| 2.4.2 | | Supply and Install 500 ml wall mounted liquid soap dispenser | Sum | 1 | | |
| 2.4.3 | | Supply and install bathroom Jupiter mirror (600 x 450) mm | Sum | 1 | | |
| 2.5 | | DOORS | | | | |
| 2.5.1 | | Supply and Install internal doors 900 x 2100 mm Meranti door for 110 mm thick dry wall and brick wall | Sum | 3 | | |
| 2.5.2 | | Supply and Install external doors 900 x 2100 mm Meranti door for 230 mm thick dry wall and brick wall | Sum | 2 | | |
| 2.5.3 | | Supply and install Polycarbonate Multiwall Awning 1000x 1000 Bronze | Sum | 2 | | |
| 2.6 | | PAINTING | | | | |
| 2.6.1 | | Apply two coats low odour premium quality highly washable and stain resistant acrylic emulsion paint for interior use (Grey White colour) | | | | |
| | | Interior walls | | | | |
| | | Bathrom | m ² | 30 | | |
| SUB-TOTAL CARRIED FORWARD TO NEXT PAGE | | | | | | |
| | | Office Walls (Dry wall) | m ² | 62.3 | | |



| ITEM NO | PAY REF | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|---------|---------|---|----------------|-------|------|--------|
| | | Passages | m ² | 3.7 | | |
| | | Kitchen area | m ² | 7.3 | | |
| | | Garage | m ² | 25.4 | | |
| 2.7 | | ON WOOD SURFACES | | | | |
| 2.7.1 | | Apply three coats superior quality clear gloss varnish | | | | |
| | | Doors | Sum | 5 | | |
| | | Windows | Sum | 5 | | |
| 2.8 | | TILING | | | | |
| 2.8.1 | | Supply and install ceramic floor tiles (350 x 350 x 5 mm ceramic floor tiles with adhesive to creel and flush pointed with grout. Dove-grey grouting will be applied to all floor tiles) | m ² | 45.9 | | |
| 2.8.2 | | Supply and install ceramic wall tiles fitted to a height of 1,2 metres from the floor level of bathroom. Kitchen walls will be tiled with ceramic tiles up to the height of 1,2 metres from kitchen counter around walls units in the kitchen area. White grout will be applied to all wall tiles | | | | |
| | | Kitchen ceramic wall tile Cabana Grey Matt (600 x 300 mm) | m ² | 3 | | |
| | | Bathroom ceramic wall tile Polar White Matt (600 x 300 mm) | m ² | 9 | | |
| 2.9 | | KITCHEN COUNTER | | | | |
| | | Supply and install and L shaped floor kitchen cupboard as per kitchen layout drawing Internal finishes. Cupboards must be as per attached material specification. Height from plinth to counter top 0,9 m, 30 mm granite top, see attached drawing plan layout "Midmar Dam WC Office Internal finishes" | | | | |
| 2.9.1 | | Kitchen floor unit against window length 2,748 m x 0,6 m | m | 2.748 | | |
| 2.9.2 | | Kitchen floor unit against bathroom wall length 2,748 m x 0,6 m | m | 1.85 | | |
| 2.9.3 | | Kitchen wall unit against bathroom wall length 1,250 m x 0,3 m | m | 1.25 | | |
| 2.9.4 | | Supply and install frankie sink genesis GSX671 or similar approved as per material specification attached, must include a mixtap. Sink to be mounted size 1500 m x 0,535 m | No. | 1 | | |
| 2.10 | | AIR CONDITIONING | | | | |
| | | Supply and install 9000BTU inverter Mid wall split units, system to be affixed to wall, include evaporator (indoor-unit) mounted to inside wall off the two offices, condensor (outdoor-unit) mounted onto a set of brackets on same outside wall with a 3 m radius from the evaporator ect. | No. | 2 | | |

SUB-TOTAL CARRIED FORWARD TO NEXT PAGE

| | | | | | | |
|------|--|---|--|--|--|--|
| 2.11 | | WINDOW BLINDS AND BURGLAR GAURDS | | | | |
|------|--|---|--|--|--|--|



water & sanitation
Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

| | | | | | |
|-------|--|-----|---|--|--|
| | SUB-TOTAL CARRIED FORWARD TO NEXT PAGE | | | | |
| 3.1.2 | Provide sum for the supply , installation, testing and commissioning of electrical as per SANS10142-1 below specification refer to electrical drawing layout "Midmar Dam WC Office Internal Finishes Indoor distribution board with hinged door 1 phase, 1-tier 18 - way flush mounting . (Garage) | Sum | 1 | | |



Contract No.:
Internal Finishes
Bill of Quantities

[illegible]



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 proposal. 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. A signed site briefing certificate | | |
| 2. | Attach a valid CIDB certificate minimum Grading 2GB/2CE | | |
| 3 | Completed signed bill of quantities | | |
| 4 | 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). Must be relevant to the required service | | |

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 | | | |
| 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, ANNEXURE C | | |

Phase 3: Technical Compliance

Compliance requirements:

- Full compliance by indicating compliance or non-compliance as per the technical specification.
- A bidder who fails to comply with the below requirements in full will be considered non-responsive and could be disqualified from further evaluation.

| Criteria | Sub-criteria | Comply | Not Comply | Comments |
|--|--|---------------|-------------------|-----------------|
| Team capability | <p>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, Safety Officer, amongst others, relevant qualifications, experience, accreditation/affiliation (where relevant), etc.</p> <ul style="list-style-type: none"> • PM or Site Agent with (3) or more years boundary fencing experience. | | | |
| Proposed construction programme | <p>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> | | | |

| Criteria | Sub-criteria | Comply | Not Comply | Comments |
|-------------------------------|---|--------|------------|----------|
| Past relevant work experience | Two (2) 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. | | | |
| Methodology | <p>Items (a-g) must be clearly outlined in the detailed method statement.</p> <p>a) Work Sequence</p> <p>b) Time</p> <p>c) Resources</p> <p>d) Associated Health, Safety and Environmental Assessments</p> <p>e) Control Measures</p> <p>f) Welfare Facilities</p> <p>g) Work Method etc.</p> <ul style="list-style-type: none"> Content, Clear, detailed presentation of the scope of work with full understanding and a logical structure. | | | |

Phase 4: Price and Specific Goals

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

| | |
|----------------|------------|
| | |
| SPECIFIC GOALS | 20 |
| PRICE | 80 |
| Total | 100 |

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 |
| Total points for SPECIFIC GOALS | 20 |

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 BBBEE 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:

Tel:

Mobile:

Email:

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:

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

where

Ps = Points scored for price of tender under consideration

$$P_t = \text{Price of tender under consideration}$$

P_{\max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium
 One-person business/sole propriety
 Close corporation
 Public Company
 Personal Liability Company
 (Pty) Limited
 Non-Profit Company
 State Owned Company
- [TICK APPLICABLE BOX]

4.6.

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

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

| | |
|-----------------------------|-------|
| | |
| SIGNATURE(S) OF TENDERER(S) | |
| SURNAME AND NAME: | |
| DATE: | |
| ADDRESS: | |
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Industrial Procurement

Home / Sectors and Services / Industrial Development / Industrial Procurement

Industrial Procurement

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

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

| Industry/sector/sub-sector | Minimum threshold for local content |
|---|---|
| Buses (Bus Body) | 80% |
| Textile, Clothing, Leather and Footwear | 100% |
| Steel Power Pylons, Monopole Pylons, Steel Substation Structures, Powerline Hardware, Street Light Steel Poles, Steel Lattice Towers | 100% |
| Canned / Processed Vegetables | 80% |
| Pharmaceutical Products: | |
| <ul style="list-style-type: none">• OSD Tender• Family Planning Tender | <ul style="list-style-type: none">• 70% (volumes)• 50% value |
| Rail Rolling Stock | 65% |
| Set Top Boxes (STB) | 30% |
| Furniture Products: | |
| <ul style="list-style-type: none">• Office Furniture• School Furniture• Base and Mattress | <ul style="list-style-type: none">• 85%• 100%• 90% |
| Solar Water Heater Components | 70% |
| Electrical and telecom cables | 90% |
| Valves products and actuators | 70% |
| Residential Electricity Meter : | |
| <ul style="list-style-type: none">• Prepaid Electricity Meters• Post Paid Electricity Meters• SMART Meters | <ul style="list-style-type: none">• 70%• 70%• 50% |
| Working Vessels/Boats (All types): | |
| <ul style="list-style-type: none">• Components | <ul style="list-style-type: none">• 10% – 100% |

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

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

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

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

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

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

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

These instructions will be effective from the date of issue and can be accessed on the National Treasury website

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

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

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

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

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

For technical enquiries please contact Ms Cathrine Matidza:

Director: Fleet Procurement

Tel: +27 (12) 394 5598

E-mail: cmatidza@thedtic.gov.za

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



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For general queries, please contact **the dtic** Customer Contact Centre
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150 150 5000

M: Merga Merga
066 212 3700

What's in the dtic

For more information on the dtic's services, please visit the dtic website at www.dtic.gov.za

Physical Address

1700 National Pillars, 1700 National Pillars, 1700
the dtic Contact on Google Maps.



the **dtic**

Department:
Trade, Industry and Competition
REPUBLIC OF SOUTH AFRICA

together, growing the economy

the **dtic** Customer Contact Centre: 0861 843 384



Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No. WTE-2507ES

(C2) Tender description: CRAIGIEBURN: COMBINED PROJECTS

(C3) Designated product(s) CABLES/STEEL/CEMENT

(C4) Tender Authority: DWS

(C5) Tendering Entity name:

(C6) Tender Exchange Rate:

(C7) Specified local content % AS PER ATTACHED DTIC LIST

Pula

EU

GBP

Note: VAT to be excluded from all calculations

| Tender item no's | List of items | Tender price - each (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) | Calculation of local content | | | |
|------------------|------------------------------------|---------------------------------|-------------------------|---|----------------|-------------|----------------------------|------------------------------|-------|-------|-------|
| | | | | | | | | (C15) | (C14) | (C13) | (C12) |
| (C8) | | (C10) | (C11) | (C12) | (C13) | (C14) | (C15) | | | | |
| | JOINING/CONNECTING COMPONENTS 100% | | | | | | | | | | |
| | ROOF & CLADDING 100% | | | | | | | | | | |
| | FASTENERS 100% | | | | | | | | | | |
| | GUTTERS/DOWNSPIPE/LAUDERS 100% | | | | | | | | | | |
| | CEMENT 100% | | | | | | | | | | |
| Tender summary | | | | | | | | | | | |
| Tender Qty | Total tender value | Total exempted imported content | Total imported content | | | | | | | | |
| (C16) | (C17) | (C18) | (C19) | | | | | | | | |

Signature of tenderer from Annex B

Date:

(C20) Total tender value R 0

(C21) Total Exempt imported content R 0

(C22) Total Tender value net of exempt imported content R 0

(C23) Total imported content R 0

(C24) Total local content R 0

(C25) Average local content % of tender

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

| | | |
|------|------------------------|------|
| (D1) | Tender No. | |
| (D2) | Tender description: | |
| (D3) | Designated Products: | |
| (D4) | Tender Authority: | |
| (D5) | Tendering Entity name: | |
| (D6) | Tender Exchange Rate: | Pula |

EU

GFP

L

Note: VAT to be excluded from all calculations

A. Exempted imported content

[illegible]

B. Imported directly by the Tenderer

| B. Imported directly by the Tenderer | | | | Calculation of imported content | | | | | | Summary | |
|--------------------------------------|---------------------------------|-----------------|-------------------|--|-------------------------|------------------------|--------------------------------|---|---------------------------|------------|----------------------|
| Tender item no's | Description of imported content | Unit of measure | Overseas Supplier | Foreign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost exd VAT | Tender Qty | Total imported value |
| (D20) | (D21) | (D22) | (D23) | (D24) | (D25) | (D26) | (D27) | (D28) | (D29) | (D30) | (D31) |
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C. Imported by a 3rd party and supplied to the Tenderer

[illegible]

D. Other foreign currency payments

[illegible]

Signature of tenderer from Annex B

Date: _____

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

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

Note: VAT to be excluded from all calculations

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

(E10) Manpower costs (Tenderer's manpower cost)

RO

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

RO

(E12) Administration overheads and mark-up (Marketing, insurance, financing, interest etc.)

R0

(E13) Total local content

RO

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

| Full Name | Identity Number | Name of institution | State |
|-----------|-----------------|---------------------|-------|
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¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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

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

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

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

3 DECLARATION

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

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

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

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 |



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

SBD 3.1

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

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

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

| | |
|---------------------|----------------------------|
| Name of bidder..... | Bid number: WTE-2507ES |
| Closing Time 11:00 | Closing date: 24 JUNE 2025 |

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 | MIDMAR DAM WCO ABLUTION INTERNAL FINISHES | | |
| 15% VAT | | | | |
| TOTAL BID PRICE | | | | |

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

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

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

*Delete if not applicable

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation Programme (NIP)

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

34. Prohibition of Restrictive practices

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

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

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