



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

DUE AT 11:00 AM ON

18 FEBRUARY 2022

WQ11156WTE

**PONGOLAPOORT DAM: SUPPLY, DELIVER, INSTALL AND
COMMISSIONING OF REPLACEMENT KITS FOR GALLERY
LIGHTING AND NEW DISTRIBUTION BOARD**

SUBMIT TENDER DOCUMENT

TO

POSTAL ADDRESS:
SUPPLY CHAIN MANAGEMENT OFFICE:
WATER AND SANITATION
PRIVATE BAG X 24
HOWICK, 3290

OR

TO BE DEPOSIT IN:
THE TENDER BOX AT THE ENTRANCE
OF MIDMAR DAM STORES
MIDMAR DAM

TENDERER: (Company address and stamp)

COMPILED BY: DEPARTMENT OF WATER AND SANITATION:



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	SITE INSPECTION/PROJECT BRIEFING CERTIFICATE: MUST BE SIGNED BY PROJECT MANAGER, COMPANY REPRESENTATIVE AND RETURNED WITH BID DOCUMENT

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPT WATER AND SANITATION: EASTERN OPERATIONS					
BID NUMBER:	WQ11156WTE	CLOSING DATE:	18 FEBRUARY 2022	CLOSING TIME:	11:00AM
DESCRIPTION	PONGOLAPOORT DAM: SUPPLY, DELIVER, INSTALL AND COMMISSIONING OF REPLACEMENT KITS FOR GALLERY LIGHTING AND NEW DISTRIBUTION BOARD				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

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

MIDMAR DAM STORES
MIDMAR DAM WALL: OFF THE R103 (TWEEDIE)

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes
	☐ No				☐ No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	☐	A REGISTERED AUDITOR			
	☐	NAME:			

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

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

SIGNATURE OF BIDDER		DATE	
---------------------	-------	------	--

CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
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TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
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BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	WATER AND SANITATION	CONTACT PERSON	PAUL EKAMBARAM
CONTACT PERSON	NISHAN SINGH	TELEPHONE NUMBER	0823232575
TELEPHONE NUMBER	0823264335	FACSIMILE NUMBER	033-3302101
FACSIMILE NUMBER		E-MAIL ADDRESS	EKAMBARAMPA@DWS.GOV.ZA
E-MAIL ADDRESS	SINGHN@DWS.GOV.ZA		

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:								
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.								
2. TAX COMPLIANCE REQUIREMENTS								
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER. 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.								
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS								
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> </table> IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO							
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO							
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO							
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO							

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

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.

Special Conditions of Bid: Purchases

July 2004

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Application for a Tax Clearance Certificate

Purpose

Select the applicable optionTenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)																														
Trading name (if applicable)																														
ID/Passport no											Company/Close Corp. registered no																			
Income Tax ref no											PAYE ref no	7																		
VAT registration no	4										SDL ref no	L																		
Customs code											UIF ref no	U																		
Telephone no	C O D E					N U M B E R					Fax no	C O D E					N U M B E R													
E-mail address																														
Physical address																														
Postal address																														

Particulars of representative (Public Officer/Trustee/Partner)

Surname																														
First names																														
ID/Passport no											Income Tax ref no																			
Telephone no	C O D E					N U M B E R					Fax no	C O D E					N U M B E R													
E-mail address																														
Physical address																														

Tender number	
Estimated Tender amount	R ,
Expected duration of the tender	year(s)

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Are you currently aware of any Audit investigation against you/the company?.....

If "YES" provide details

YES	NO
-----	----

I the undersigned confirm that I require a Tax Clearance Certificate in respect of or .

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

- -

Date

Name of representative/agent

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Name of applicant/
Public Officer

C

C

Y

Y

—

M

M

—

D

D

Date

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included);
 - a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.2 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.3 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price

quotations, advertised competitive bidding processes or proposals;

- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:
80/20

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- $P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8

6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....
- 8.2 VAT registration number:.....
- 8.3 Company registration number:.....
- 8.4 TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]
- 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
-
-
-
-
-
- 8.6 COMPANY CLASSIFICATION
- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]
- 8.7 Total number of years the company/firm has been in business:.....
- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....
.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left[\frac{x}{y} \right] \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as indicated in paragraph 4.1 below.

- 1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?

YES / NO

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER
LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF
EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY
(CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

IN RESPECT OF BID No.

ISSUED BY: (Procurement Authority / Name of Institution):

.....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % , as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

- (C1) Tender No.
 (C2) Tender description:
 (C3) Designated product(s)
 (C4) Tender Authority:
 (C5) Tendering Entity name:
 (C6) Tender Exchange Rate:
 (C7) Specified local content %

Note: VAT to be excluded from all calculations

Pula

EU

GBP

Calculation of local content

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)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary

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

(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

Signature of tenderer from Annex B

Date: _____

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

EU	R 9,00	GBP	R 12,00
----	--------	-----	---------

[illegible]

**This total must correspond with
Annex C - C 21**

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Forign 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 excl VAT
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)
	,								

[illegible][illegible][illegible]

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

Date: _____

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above	R 0
--	-----

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

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

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

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) Total local content R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____



SBD 4 DECLARATION OF INTEREST

- 1 Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

- 2 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

- 2.1 Full Name of bidder or his or her representative _____

- 1.2 Identity Number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

- 1.3 Position occupied in the Company (director, trustee, shareholder², member):

- 1.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:

- 1.5 Tax Reference Number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

- 1.6 VAT Registration Number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

1.6.1 The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state?

YES

NO

2.7.1 If so, furnish the following particulars:

Name of person/director/trustee shareholder/
member:

Name of state institution at which you or the
person connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES

NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document?

YES

NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

2.7.2.2 If no, furnish reasons for non-submission of such proof:

2.8 Did you or your spouse, or any of the company's directors/trustees/shareholders/members or their spouses conduct business with the state in the previous twelve months?

YES

NO

2.8.1 If so, furnish particulars:

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES

NO

2.9.1 If so, furnish particulars

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES

NO

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors/trustees/shareholders/members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES

NO

2.11.1 If so, furnish particulars:

3 Full details of directors/trustees/members/shareholders

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number/Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of bidder



DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

This Standard Bidding Document must form part of all bids invited.

It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

The bid of any bidder may be disregarded if that bidder, or any of its directors have-

abused the institution's supply chain management system;
committed fraud or any other improper conduct in relation to such system; or
failed to perform on any previous contract.

In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	☐	☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	☐	☐

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of Bidder



CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

- 1 I have read and I understand the contents of this Certificate;
- 2 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4 Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
- 5 For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

- 6 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 consortium³ will not be construed as collusive bidding.
- 7 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
- 8 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ 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.

- 10 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.

Signature

Date

Position

Name of Bidder

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder.....	Bid number: WQ11156WTE
Closing Time 11:00	Closing date: 18 FEBRUARY 2022

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

ITEM NO	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
1	1	PONGOLAPOORT DAM: SUPPLY, DELIVER, INSTALL AND COMMISSIONING OF REPLACEMENT KITS FOR GALLERY LIGHTING AND NEW DISTRIBUTION BOARD	R.....
VAT			
TOTAL			R

-
- 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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1. Definitions
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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.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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.



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF WATER AND SANITATION

DESIGN, MANUFACTURE, SUPPLY, DELIVER, INSTALL, COMMISSION AND GUARANTEE OF LED REPLACEMENT KITS AND ONE DISTRIBUTION BOARD AT THE RIGHT BANK UPPER GALLERY FOR PONGOLAPOORT DAM

PART 1 PROJECT SPECIFICATIONS

SECTION 1.1	SCOPE OF WORK
SECTION 1.2	ELECTRICAL CABINET
SECTION 1.3	WIRING
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SECTION 1.6	TERMINATION BARS
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SECTION 1.8	INDICATION INSTRUMENTS
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SECTION 1.10	LIGHTING

1.1 SCOPE OF WORK

- 1.1.1** The Works under this contract comprises of the applicable design, selection, manufacture, supply, testing in factories, care and storage in the factories, delivery to site, off-loading on site, assembly and installation on site, connections, testing on site, “dry” and “wet” commissioning, certification, maintain and guarantee of the electrical works and equipment and handing over in working order of the complete low voltage electrical works as specified herein for Pongolapoort Dam.
- 1.1.2** The contractor shall include for all costs in the design and preparing of all drawings for the boards and/or control panels, all cost of supply and delivery of the works to the site, all cost entailed in commissioning the works, all supervision, labour, tools and materials necessary to erect and to test the works and to hand over the works in working order to the Employer.
- 1.1.3** Pongolapoort Dam is situated in the town of Jozini on the Pongola River 19km south east of the railhead Golela. Co-ordinates are S 27 25.277 and E 32 04.392 or 29° 12' 43.0002" S and 30° 12' 7.992" E.
- 1.1.4** Main items included in this bid are:
- i)
 - a. Distribution board complete with all equipment fitted as required.
 - b. LED luminaries(replacement kits for Mag 44lights), related equipment, power supply and control circuits.
 - ii) The Contractor shall issue the necessary completion certificates and Certificate of Compliancy to the Engineer and the applicable Authorities as contained herein or in SANS 10142 :Part 1: Low Voltage Installations, or as required in terms of the Occupational Health and Safety Act, Act 85 of 1993, as and when required by the Engineer or the Authorities. The certificates shall include the Certificate of Compliance as would be required by SANS 10142(latest amendment) where any 231/400 Volt (or higher voltage) work is carried out by the Contractor.
 - iii) The original Certificate of Compliancy shall be handed to the Department. Copies must be issued to the Engineer and the Supply Authority and copies shall further be included in the Operational and Maintenance manuals.

1.2 ELECTRICAL CABINETS

ELECTRICAL CABINETS INCLUSIVE OF ALL DISTRIBUTION BOARDS, CONTROL PANELS, JUNCTION BOXES, KIOSKS, ETC.

1.2.1	ITEM	NUMBER	FUNCTION	LOCATION
i)	1	Dam Wall Main D/B	Dam Wall Main Distribution Board	Upper Gallery Right Bank.

1.2.2 GENERAL SPECIFICATION

- i) Layout drawing of the distribution boards and panels shall be submitted to the Engineer for approval prior to manufacturing.
- ii) It shall be the responsibility of the Contractor to notify the Engineer when the boards / panels can be inspected and tested at the manufacturer's premises before delivery to site.
- iii) No electrical board or panel shall be higher than 2100 mm from floor level to the top of the panel inclusive of the base.
- iv) The main incomer panel shall not be less than 500 mm in width.
- v) The main incomer shall be housed in a totally separate panel or in a totally separate section of the distrubtion panel should the panel also be used as the local distribution panel.. This section shall also make provision for the phase rotation, phase failure, over and under voltage protection, indication lights and surge protection.

- vi) Steelwork shall be manufactured from not less 1.6 mm thick stainless steel, type 304, and shall be finished by POWDER COATING as specified further herein.
- vii) Instrumentation such as Ammeters and Voltmeters, as well as push buttons, shall in general be mounted between 1200 mm and 1600 mm from floor level.
- viii) The distribution boards / panels shall comply with all SANS requirements as may be applicable.
- ix) The rear of all the board panels shall not be used for access to the board. All access shall be from the front or sides of the distribution boards.
- x) If applicable the end covers of the busbar compartment the MCC shall be removable and the busbar ends shall be drilled and prepared for the future addition of equipment.
- xi) The main incoming cubicle, instrumentation cubicle and the feeder circuit breaker cubicles shall be separated from one another by solid vertical steel divisions, except for the continuous busbar compartment at the top of the panels.
- xii) All locking mechanisms and hinges shall be made from stainless steel

1.2.3 ACCESS CONTROL

- i) All cabinets shall be fully secure and lockable.

All cabinets shall be fitted with two sets of doors. One external set that shall be fully lockable and an inner set of doors for the mounting of all luminaries and to allow access to the controls and circuit breakers but that will not allow access to the wiring.
- ii) A locking mechanism shall be provided for each electrical cabinet. The complete locking mechanism shall be manufactured from stainless steel. It shall preferably be recessed and shall be an integral part of the door or panel.
- iii) All access door shall be equipped with a stainless steel lever lock with reserved space for at least one brass lock.
- iv) At least two points of securement per door of more than 300mm and up to 1000 mm in height or width. An additional securement point is to be provided for each additional 500 mm or part there off.
- v) A set of key-a-liked locks shall be provided for the whole of the electrical installation. The locks shall have a shackle diameter of at least 5mm.
- vi) The front cover panels shall be secured by square key catches with vari-depth handles to isolate the local disconnectors.
- vii) All distribution boards / panels shall be constructed on a rigid steel frame (stainless steel),

1.2.4 CORROSION PROTECTION

All boards and panels shall comply with DWS 9900.

1.2.5 COLOUR

- i) All boards shall be powder coated and the colour shall be electric orange as specified.
- ii) Mounting bases shall be coated with fusion bonded epoxy and the colour shall be black.

1.2.6 DOORS

- i) Each cubicle of the board shall be provided with individually hinged doors, in front, for easy access.
- ii) Each cubicle shall have an inner and an outer door.

- iii) Hinges shall be manufactured from stainless steel and shall be fully concealed

1.2.7 **GUTTERS**

- i) The distribution boards / panels shall be weatherproofed and provided with gutters.
- ii) The sealing lip at all doors or other openings shall be at least 10 mm wide to allow proper seating of the neoprene seal

1.2.8 **GLAND PLATE**

- i) If fitted with a gland plate it shall be prepunched and then powder coated. The gland plate shall be white. Alternatively a stainless steel lipped channel with suitably sized type K or U cable clamps may be used. If cable clamps are used the cables shall be fitted with an appropriate cable shroud.
- ii) Sturdy gland plates and cable sockets shall accommodate all power cables. Alternatively cable clamps may be used.

1.2.9 **INNER DOOR/COVER**

A separate inside cover is required that will cover all connection points and prevent any contact with live conductors. This cover shall have handles for easy and safe removal and shall be secured in at least three points. No open terminations are allowed, and putty or similar compounds are not acceptable to cover open terminals.

1.2.10 **INSTALLATION**

- i) All distribution cabinets shall not be mounted directly onto the wall. Stainless steel mounting rails or brackets shall be supplied to ensure that there is at least a 10 mm space between the distribution board and the wall.
- ii) All cabinets with a front circumference of up to 2000 mm shall be secured with at least four, evenly spaced, stainless steel rawl bolt or studs. Each additional 1000 mm or part there off shall necessitate an additional 2 rawl bolts or similar.
- iii) Minimum size of the Rawl bolts or similar shall be an M10 with a length of not less than 100 mm. The weight of the board might necessitate a large size.
- iv) Securement of the distribution board on to the mounting rail or brackets shall be by means of at least four sets of M10, stainless steel washer, spring washer and nut. All cabinets with a front circumference of up to 2000 mm shall be secured with at least four, evenly spaced sets. Each additional 1000 mm or part there off shall necessitate an additional 2 sets.
- v) All boards and panels shall be secured to the floor or side walls in such a way as to be absolutely horizontally and vertically aligned.
- vi) A separate base shall be provided for all floor mounted boards. The base shall be at least 100 mm high, coated with fusion bonded epoxy and the colour shall be black. Should a concrete plinth be required it shall be reinforced and at least 150 mm above ground level at the lowest point. Wall mounted cabinets shall allow for a space of 50 mm between the cabinet and the wall and shall be mounted on at least two vertically installed stainless steel wiring channels that is each at least 95% of the height of the cabinet.
- vii) All bolts, nuts, washers, screws, brackets (including the material use for fixing of external labeling) used on the boards/panels shall be stainless steel (type 304).

1.2.11 **LABELING**

- i) Main identification labeling for the 9 main distribution boards are to be provided with lettering of 50 mm high and 40 mm wide. Refer to details on securement of the labels and equipment identification elsewhere in the bid documents. Danger signs on outside must indicate voltage.

PONGOLAPOOR DAM: ELECTRICAL - PART 1 PROJECT SPECIFICATIONS

- ii) An engraved plastic label of the black on white sandwich type shall be screwed to the panel below each item of equipment, for identification. In respect of the single pole equipment, a number system shall be used. A neatly typed legend card behind clear “Perspex” in a metal frame shall be provided for this purpose. This frame shall be mounted on the inside of the switchboard doors where possible, otherwise on the wall next to the board/panel. (Language - English only). Labels should clearly describe the item e.g. “High mast light”. Cryptic descriptions and/or numbers e.g. HM –1 shall not be accepted.

1.2.12 LAYOUT

- i) The boards to be of a modular design to allow for separate compartments for the main incomer, bus bars, sub distribution, local power supply, sump pump controls, generator control, change over switching, control circuits, protection modules, indication, etc.
- ii) The main distribution board (DB1A/0A) shall have at least **three** totally separate compartments.
- iii) Each compartment/section shall have its own access door and shall only allow for access to this compartment.
- iv) One compartment shall comprise of the main incomer, its protection equipment and status display instrumentation.
- v) The second compartment shall include all distribution circuits and protection equipment for power supply to other distribution panels and for the local power distribution.
- vi) Distribution boards Db2A and DB2B shall have a third compartment also fitted with its own door. This third compartment shall house one set of the 16A single and 32A three phase switched socket outlets.
- vii) A Fourth compartment shall be used if busbars are used. The busbars shall be located at the top of the panel and shall have their own separate access doors.

1.2.13 MATERIALS

- i) All the distribution boards, control panels, enunciator panels, etc. shall be manufactured from stainless steel (type 304) and comply with IP 54 standards. Material used shall only be stainless steel SS304 or better with a minimum material thickness of 1.6 mm.
- ii) The use of self-tapping screws will not be allowed.

1.2.14 ROOF

Outdoor use cabinets shall be fitted with a 10 degree angled roof that will divert the water to no less than two sides. An overhang of at least 50 mm is required.

Indoor cabinets shall be fitted with a lip that will prevent water from entering the panel with the door open. It shall also be fitted with a gutter above and on the sides of the door opening to divert the water.

1.2.15 SAFETY BOARDS

Each main distribution board/panel shall be provided with a safety board indicating the following:
"Caution: Men working on electric installation"

1.2.16 VENTILATION

- i) The distribution boards and panels shall be vermin proof.
- ii) If ventilation is required at least 2 ventilation points (at the top and bottom of the board) shall be provided. The ventilation points shall be insect and vermin proof and covered with stainless steel gauze of 2 mm apertures and reinforced on the external side with a metal grid of expanded metal with openings of 10 mm.

1.3 WIRING

- i) All boards/panels shall be complete with heavy-duty coloured PVC insulated copper internal wiring, terminals for incoming and outgoing cables, gland plates and earth bar at the bottom of the board.
- ii) Internal wiring shall be neatly installed horizontally and vertically and all small wiring shall be neatly bunched by means of cable ties, spiral binding, ducting or similar and sufficiently supported.
- iii) Small wiring shall be identified by means of a numbered ferrule on each end of each wire, to facilitate the tracing of circuits.
- iv) The current rating of all conductors used for the internal wiring of distribution board / panel shall exceed the capacity of the circuit breaker or fuse, which protects the circuit.
- v) All circuits with a rating of 200 A and more and all connections to cables larger than 70 mm² shall only make use of busbars.
- vi) All panel wiring shall be at least 0.5mm².

1.4 BUSBARS

- i) All circuits with a rating of 200 A and more and all connections to cables larger than 70 mm² shall only make use of busbars.
- ii) Busbars shall be installed in a separate compartment located at the top of the cabinet. Accidental access to the busbars to be restricted and all droppers or risers to be properly screened from accidental contact. Full and unrestricted access to all busbars is required.
- iii) Accidental access to the busbars to be restricted and all droppers or risers to be properly screened from accidental contact.
- iv) Full and unrestricted access to all busbars is required.
- v) Busbars to be fitted with a heat shrunk, colour coded, identification sock of at least 100 mm in length, at each access point.

1.5 EARTH BARS

- i) Copper earth bars with a cross sectional area of at least 70 mm² shall be provided and thoroughly bonded to the metal work of the distribution board / panel.
- ii) All switchgear shall be connected to the earth bar.
- iii) All earth conductors inside distribution boards /control panels must be terminated individually on the relevant earth bars.
- iv) Earth conductors shall be lugged and bolted to the earth bars to form a removable connection for testing purposes.
- v) All non-current carrying metal parts of distribution boards, control panels, frameworks, metal enclosures of equipment, iron cores of contactors, transformers, etc., shall be solidly earthed.

1.6 TERMINATION BARS

- i) All termination bars shall comply with BS 1433 as well as the relevant clauses of BS 159.
- ii) Termination bars shall consist of solid high conductivity copper mounted on suitable busbars insulators.

- iii) The termination bars shall have crimp-sleeving colour coding and tinted in the open spaces.
- iv) Connections to termination bars shall be effected by means of suitable lugs sweated or crimped to the conductor ends, and cadmium plated high tensile steel bolts, nuts and washers.
- v) Termination bars shall be clearly and indelibly marked Red, Yellow and Blue for the three phases and Black for neutral.
- vi) Termination bars shall be rigidly supported at suitable intervals to prevent undue damage resulting under short circuit conditions.

1.7 MOULDED CASE CIRCUIT BREAKERS

- i) All MCCB's shall comply with the requirements of applicable SANS documents.
- ii) Mechanically coupled single pole MCCB's shall not be used to build up 2-pole or 3-pole units
- iii) When selecting MCCB's the design system voltage to be used shall not be less than 1, 1 times the actual or specified system voltage.
- iv) MCCB's shall have an estimated mechanical life of over 12 000 operations for the given duty.
- v) MCCB's shall be fitted with copper terminal collector bars where more than one cable tail has to be terminated on the same terminal.

1.8 INDICATION INSTRUMENTS

- i) All indicating instruments shall comply with the requirements laid down in BS 89: part 1, for instruments of a 2, 5 Accuracy Class. All indicating instruments shall have 96 mm square dials, where applicable and shall be fitted with zero adjustment screws.
- ii) All indicating instruments shall be of the flush mounted type.
- iii) All instruments, indicator lights and push buttons shall be secured from behind and shall protrude from the front cover panels of the distribution boards /panels.

1.8.1 PANEL LIGHTS

- i) All panel lights shall be of the light emitting diode (LED) type
- ii) Refer to annexures and Bid specification for details on colour codes and LED types.

1.8.2 AMMETERS

- i) All ammeters shall be of the combined instantaneous and 15 minute integrating time lag thermal demand type. The accuracy of the thermal demand movement shall be within 3%.
- ii) The ammeter full scale reading shall correspond with the rated primary current of the associated current transformer with an extended scale to at least 120% of the full scale value.
- iii) The scale plates of ammeters shall be marked with a red line at the full load current of transformers and motors, and at the associated current transformer primary rating in all other cases.
- iv) Each ammeter shall be clearly marked with the appropriate colour of the phase to which it is connected.
- v) Where ammeters are to be used with dual ratio current transformers, loose scale plates shall be supplied for each ratio.

1.8.3 VOLTMETERS

- i) Voltmeters shall be of the direct reading moving iron suppressed zero type.
- ii) Voltage transformers will not be used on 400/231 V systems.
- iii) Voltmeter scales shall extend to at least 15 % of the nominal system voltage. The nominal system voltage shall be clearly marked with a red line on the scale plate.

1.8.4 **RUNNING HOUR METERS**

Running hour meters shall be cyclometer dials indicating no less than 5 digits and two decimals

It shall be operated by asynchronous motor that operates the number wheels through a gear train drive.

The meters shall be non-resetable .

The four light circuits in the Outlet valve control room and the Inlet tower shall each be fitted with one running hour meter.

The hour meter shall keep track of the duty hours of the applicable light circuit.

1.8.5 **INSTRUMENT SELECTOR SWITCH**

- i) A four-position rotary type instrument selector switch shall be mounted directly below the relevant instrument, in such a way that only the selector knob and indicator plate are on the panels, and the switch itself is behind the panel.
- ii) The selector knob shall consist of bakelite or similar and shall have an arrow engraved on it, indicating the switch position.
- iii) The switch shall have a positively driven switching mechanism.
- iv) The indicator plate shall consist of bakelite and shall have the position for the three phases and “OFF” engraved on it in 5 mm high lettering.

1.9 **DISTRIBUTION BOARD: CONTENTS**

1.9.1 **DAM WALL MAIN DISTRIBUTION BOARD (UPPER GALLERY RIGHT BANK)**

TYPE Wall mounted		FAULT CURRENT RATING		COLOUR Elect Orange
NUMBER	POLES	AMP RATING	TYPE	DESCRIPTION
1	3	125/25kA	ISOLATOR	Main incomer
1	3	25	CONTACTOR	Centre upper gallery main extractor fan
1	3	25	CONTACTOR	Lights
1	3	25/5kA	MCCB	Centre upper gallery main extractor fan
1	1	6/5kA	MCCB	Control circuit for lights & extractor fan
1	2	25	24H Timer	Centre upper gallery main extractor fan
2	3	40/5kA	MCCB	Lights left and right.
1	2	63/5kA	Earth leakage	
3	1	20/5kA	MCCB	Single phase switched socket outlets
1	3	63/15kA	MCCB	Supply to Canal
1	3	100/5kA	E/L	Welding Plug

1.11 LIGHTING

1.10.1 GENERAL

- i) Only Light Emitting Diodes (LED's) shall be used as a light source.
- ii) Complete existing Mag 44 control panels including globes to be removed and replaced with LED replacement kits. Replacement kits must be able to withstand all dam gallery conditions.

1.10.2 LED Replacement Kits

Cluster plate must be off marine grade Aluminum.
Supply must be 220v.
No driver required.
Long life expectancy.
Life expectancy of the LED cluster- 50,000Hrs.
Power consumption- 17w per cluster
Power factor correction- 0,95
Cluster shall be 110LM/Watt.
Cluster plate shall have a 10ka surge arrestor.
Cluster plate shall have a 2 cluster arrangement.

END



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF WATER AND SANITATION

**DESIGN, MANUFACTURE, SUPPLY, DELIVER, INSTALL,
COMMISSION AND GUARANTEE OF LED LIGHTS AND
ONE DISTRIBUTION BOARD AT THE RIGHT BANK UPPER
GALLERY FOR PONGOLAPOORT DAM.**

PART 2

SCHEDULE OF QUANTITIES AND RATES

INTRODUCTORY NOTES

PLEASE TAKE NOTE THAT :

- 1. NO ADJUSTMENT SHALL BE MADE OR BE ALLOWED FOR ANY ARITHMETICAL ERRORS. THE PRICE AS STIPULATED IN THESE PRICE SCHEDULES SHALL BE FIXED AND SHALL BE USED AS THE CONTRACT PRICE.**
- 2. THE PRICE AS STIPULATED IN THE SUMMARY OF PRICES HAS TO B E CARRIED OVER TO THE APPROPRIATE SDB FORMS. IT IS CRITICAL TO CARRY THIS PRICE OVER AS THAT WILL BE THE CONTRACT PRICE.**
- 3. THIS SCHEDULE OF RATES AND QUANTITIES FORMS AN INTEGRAL PART OF THE BID DOCUMENT. IT SHALL BE READ IN CONJUNCTION WITH ALL THE OTHER PARTS OF THIS BID.**
- 4. THE PRICES TENDERED ARE TO BE FOR THE EQUIPMENT AS SPECIFIED IN THESE BID DOCUMENTS.**
- 5. ALL PRICES QUOTED TO EXCLUDE VALUE ADDED TAX (V.A.T). VAT SHALL BE ADDED ON THE LAST PAGE.**
- 6. THE QUANTITIES SPECIFIED ARE FOR BID PURPOSES ONLY.**

THE QUANTITIES AS SPECIFIED ARE APPROXIMATE AND DO NOT NECESSARILY REFLECT THE ACTUAL AMOUNT OF WORK TO BE DONE.

ACTUAL ON SITE REQUIREMENTS MAY DIFFER FROM THOSE SPECIFIED IN THESE DOCUMENTS.

THE QUANTITIES AS STATED IN THE BILL OF QUANTITIES SHALL NOT BE USED TO DETERMINE THE FINAL PAYMENT DUE.

FINAL PAYMENT DUE SHALL BE DETERMINED AFTER INSTALLATION AND CERTIFICATION FOR WORK PERFORMED ON SITE
- 7. ALL RATES AND SUMS SHALL BE IN RANDS AND WHOLE CENTS ONLY. FRACTIONS OF A CENT SHALL BE DISCOUNTED.**

8.**DEFINITIONS**

AS SPECIFIED IN THIS BILL OF QUANTITIES AND IN THE BID DOCUMENTS, THE WORDS AS USED SHALL HAVE THE FOLLOWING MEANINGS

UNIT	The unit of measurement for each item of work as defined in the Bid documents.
Qty/QUANTITY	The number of units required for each item of work.
RATE	The payment per unit of measurement for which the Contractor contracts to do the work.
AMOUNT	The product of the Quantity and the Rate for an item of work
NO	Number
L	Litre
M	Metre
ITEM	Complete unit as specified
PC SUM	Provisional cost item
%	Percentage
SET	Complete unit as specified
SUM	The amount contracted for an item of work

ITEM	ITEM OF WORK - SHORT DESCRIPTION (REFER TO BID DOCUMENT FOR DETAIL SPECIFICATIONS)	UNIT	Qty	MANUFACTURE SUPPLY, TEST DELIVER, OFF- LOADING ETC. OF MATERIALS	TOTAL PRICE NETT FOR MATERIALS	INSTALL, TEST, COMMISSION, HANDOVER, ETC.	TOTAL PRICE NETT FOR INSTALL, TEST, COMMISSION, ETC.	TOTAL NET PRICE (VAT Excluded.)
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2.1 BILL 1: PRELIMINARY AND GENERAL

2.1.1	FIXED CHARGE ITEMS RELATING TO THE WHOLE OF THE PROJECT							
2.1.1.1	FACILITIES FOR THE CONTRACTOR							
i)	Storage requirements	SUM						
ii)	Living accommodation	SUM						
iii)	Ablution and latrine facilities	SUM						
iv)	Water, electricity and communications	SUM						
v)	Plant	SUM						
vi)	Security	SUM						
2.1.1.2	SITE DE-ESTABLISHMENT	SUM						
2.1.1.3	OTHER FIXED CHARGE ITEMS	SUM						
2.1.2	CERTIFICATE OF COMPLIANCE FOR THE WHOLE OF THE WORKS BY A THIRD PARTY							
BALANCE CARRIED FORWARD								
BALANCE BROUGHT OVER								

TOTAL OF BILL 1: PRELIMINARY AND GENERAL CARRIED FORWARD TO SUMMARY OF PRICES

R

ITEM	ITEM OF WORK - SHORT DESCRIPTION (REFER TO BID DOCUMENT FOR DETAIL SPECIFICATIONS)	UNIT	Qty	MANUFACTURE SUPPLY, TEST DELIVER, OFF- LOADING ETC. OF MATERIALS	TOTAL NETT PRICE FOR MATERIALS	INSTALL, TEST, COMMISSION, HANDOVER, ETC.	TOTAL NETT PRICE FOR INSTALL, TEST, COMMISSION, ETC.	TOTAL NET PRICE (VAT Excluded.)
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2.2

BILL 2: ELECTRICAL ENCLOSURE

COMPLETE ELECTRICAL CABINET AS SPECIFIED. ALL CIRCUIT BREAKERS, CONTACTORS, ISOLATORS, CONTROLS, TIMERS, CABLES, CABLE CLAMPS, LUGS, RAWL BOLTS, BOLTS AND NUTS AND WASHERS, SETTINGS, PROGRAMMING, LABELLING, CANBLE NUMBERING, DRAWING IN DOORS, ETC TO BE INCLUDED IN THE PRICE.									
MATREIAL USED SHALL BE STAINLESS STEEL SS 304 OR BETTER.									
2.2.1	D/B NUMBER	FUNCTION	LOCATION	ITEM	1				
	1	MAIN D/B	RIGHT BANK UPPER GALLERY						
BALANCE CARRIED FORWARD									
BALANCE BROUGHT OVER									

TOTAL OF BILL 2: ELECTRICAL ENCLOSURE CARRIED FORWARD TO SUMMARY OF PRICES

R

ITEM	ITEM OF WORK - SHORT DESCRIPTION (REFER TO BID DOCUMENT FOR DETAIL SPECIFICATIONS)	UNIT	Qty	MANUFACTURE SUPPLY, TEST DELIVER, OFF- LOADING ETC. OF MATERIALS	TOTAL NETT PRICE FOR MATERIALS	INSTALL, TEST, COMMISSION, HANDOVER, ETC.	TOTAL NETT PRICE FOR INSTALL, TEST, COMMISSION, ETC.	TOTAL NET PRICE (VAT Excluded.)
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2.3

BILL 3: LUMINARIES

LUMINARIES AS SPECIFIED.								
TYPE – LED Replacement Kits for Mag 44 lights.								
2.3.1	LUMINAIRES (LED replacement kits for mag 44 lights.)	No	50					

TOTAL OF BILL 3: LUMINARIES CARRIED FORWARD TO SUMMARY OF PRICES

R

ITEM	ITEM OF WORK - SHORT DESCRIPTION (REFER TO BID DOCUMENT FOR DETAIL SPECIFICATIONS)	UNIT	Qty	MANUFACTURE SUPPLY, TEST DELIVER, OFF- LOADING ETC. OF MATERIALS	TOTAL NETT PRICE FOR MATERIALS	INSTALL, TEST, COMMISSION, HANDOVER, ETC.	TOTAL NETT PRICE FOR INSTALL, TEST, COMMISSION, ETC.	TOTAL NET PRICE (VAT Excluded.)
------	--	------	-----	--	---	--	---	---

2.4

BILL 4: VARIOUS ITEMS

ANY OTHER ITEMS THAT THE BIDDER WHISHES TO INCLUDE							
2.8.1							
2.8.2							
2.8.3							
2.8.4							
2.8.5							
2.8.6							
2.8.7							
2.8.8							
2.8.9							

TOTAL OF BILL 4: VARIOUS ITEMS CARRIED FORWARD TO SUMMARY OF PRICES

R

SCHEDULE OF QUANTITIES AND RATES

SUMMARY OF PRICES

BILL	PAGE NO	DESCRIPTION	AMOUNT
BILL 1		PRELIMINARY AND GENERAL	
BILL 2		ELECTRICAL CABINETS	
BILL 3		LUMINARIES	
BILL 4		VARIOUS ITEMS	

Sub Total (a)

Provisional Sum for CONTINGENCIES: 15% of Sub Total (a) above to allow for claims, variations, etc. as approved by the Engineer

Sub Total (b)

Provisional Sum for CONTRACT PRICE ADJUSTMENT: 12% of Sub total (b) above
(Will be determined in terms of the agreed formulae and exchange rate variations).

Sub Total (c)

Value Added Tax 14%

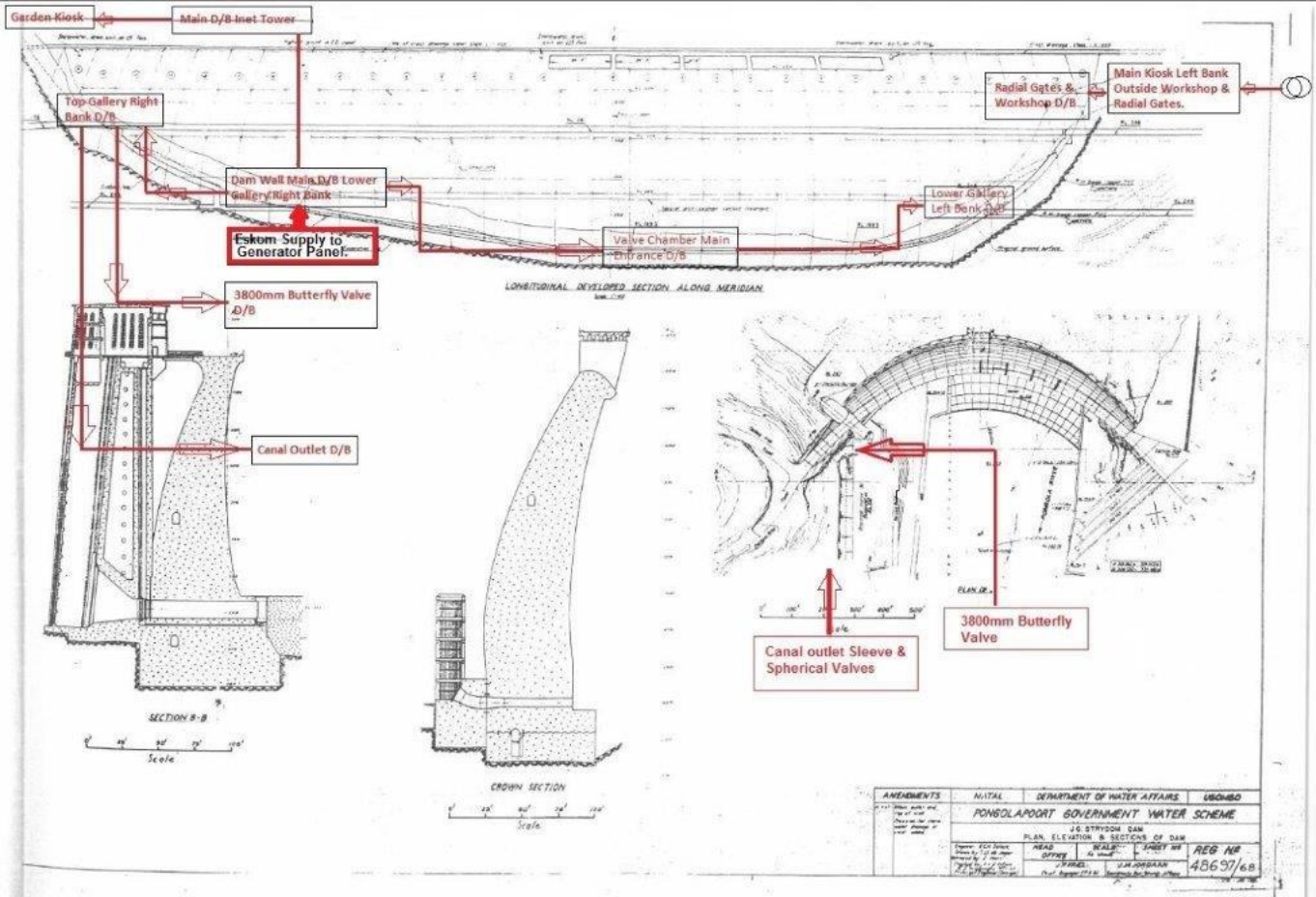
TOTAL

(Beware of adding Value added tax on Value added tax)

Survey data collected by I Stinane and 7777 on 7777 2012

[illegible]

[illegible]





EVALUATION CRITERIA

The 80/20 preference points system as prescribed in the Preferential Procurement Regulations, **2017 pertaining to the PPPFA (Act no. 5 of 2000) (PPPFA) will be applied to evaluate this bid.** The lowest acceptable bid will score 80 points for price and a maximum of 20 points will be awarded for attaining the Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

DWS has adopted a 4 phase evaluation process. The evaluation process includes the following phases:

- Phase 1: Evaluation of local production and content
- Phase 2: Mandatory and administrative requirements
- Phase 3: Functionality Compliance
- Phase 4: Price and preference

Phase 1: Evaluation of local production and content

The bid will be evaluated using the below criteria and failure to comply with the points as listed below will render your bid as non-responsive.

- **Stipulated minimum threshold**

The average stipulated minimum threshold percentage for local production and content for Primary steel products and steel value-added products is 100% and Electrical Cables is 90%, thus only locally produced or locally produced goods, services or works or manufactured goods, with a stipulated minimum for local production and content will be considered. Failure to obtain the prescribed local content as in SATS 1286:2011 Annexure A will implicate that the bid will not be considered for the phase 3 of evaluation. If the component does not appear in the table below or Annexure A, it is not subjected to local content as it has not been dedicated for local content requirements and will be excluded from the local content requirement.

It shall be noted that distinctive hoisting and lifting components are not designated for local content minimum stipulated thresholds, whether it be steel or electrical in nature. It is however encouraged where possible; the contents in the table below however have to be adhered to.

STEEL PRODUCTS AND COMPONENTS AND ELECTRICAL CABLES

DESCRIPTION	% OF LOCAL CONTENT
1. Electrical cables ✓ Low voltage ✓ Low cost reticulation ✓ Medium and high voltage ✓ ACR	90%

- **Calculation of the local content**

- The South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 will be used to calculate local content.
- The Declaration Certificate for Local Production and Content (SBD 6.2 – Annexure B) together with Annexure C (Local Content Declaration: Summary Schedule) shall be completed, duly signed and submitted by the bidder at the closing date and time of the bid.

- The SABS approved technical specification, the Guidance on the Calculation of Local Content, together with the Local Content Declaration Templates (Annexure C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annexure C) and E (Local Content Declaration: Supporting Schedule to Annexure C)] are accessible to all potential bidders on the **DTI's** official website: http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.
- The local content (LC) expressed as a percentage of the bid price will be calculated in accordance with the following formula:

$$\text{LC} = (1 - x/y) * 100$$

Where:

- x is the all imported content in Rand
 - y is the bid price in Rand excluding value added tax (VAT)
- Prices referred to in the determination of x will be converted to Rand (ZAR) by using the exchange rate published by the SARB at 12:00 on the date that the bid has been advertised.
 - Note that the local content (LC) is calculated separately for designated minimum non-designated equipment. Therefore the total bid price in this instance is not used to calculate "LC" because not all content has been dedicated.
 - Compliance to the condition for designated sectors that "only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold (please refer to SBD 6.2) for local production and content will be considered".
 - A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract reduce to below the stipulated minimum threshold set. (Please refer to SDB 6.2 – General Conditions).

Phase 2: Mandatory and administrative requirements:

Phase 2.1 Mandatory Requirements.

Failure to submit any of the documents listed below will render your bid non-responsive and will be not be evaluated further:

- Minimum of CIDB 2EP, 2EB or 2ME graded contractor.
- Valid Letter of Good Standing in accordance with COIDA.
- Completed technical schedules as attached to Tender Specification.
- Compulsory briefing session attendance. Bidders must appear on the briefing attendance register and reflect as a participant in the meeting.
- A properly indexed tender document.

Phase 2.2 Administrative Compliance

Bidders are required to comply with the following listed below: - Failure to comply may lead to the disqualification of the bid:

- Tax compliant with SARS (To be verified on CSD-Central Supplier Database by SCM).
- Completion, signing and submission of SBD forms with the bid documents (SBD1, SBD 3.1, SBD4, SBD6.1, SBD 6.2, SBD8 and SBD9).
- Form of Offer and Acceptance
- Company shall submit registration certificate issued by Companies and Intellectual Property Commission (CIPC), to be verified on CSD.
-

Phase 3: Functionality Compliance.

Bidders must score at least **60 out of 100** in respect of functionality in order to qualify for advancement to Phase 3. A bidder that scores less than **60 out of 100** will be regarded as submitting a non-responsive bid and will be disqualified.

The weight that will be allocated to each functionality criterion is as follows (unless otherwise stated):**1 = poor, 2 = average, 3 = good, 4 = very good, and 5 = excellent**

The evaluators are to score the bidder on a scale of 1 to 5 and use the scored value to determine the achieved weight of the criterion.

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
Ability and Capability	Schedule of similar work (list the works related to this project)		30 (18)	
	CVs of key project role players			
Company experience	11 or more	5	25 (15)	
	8-10 years	4		
	5-7 years	3		
	2-4 years	2		
	Less than 2 years	1		
Methodology	The following must be clearly indicated and submitted: • Project execution Plan • Broad methodologies in line with the task descriptions outlined under project scope/ task description and technical specifications and schedules • Clear milestones, installation methods and timeframes for each task to be completed.		25 (15)	
	Excellent – significantly above requirements	5		
	Very Good – above requirements	4		
	Good – meets requirements	3		
	Inadequate – below requirements	2		
	Poor – significantly below requirements	1		
Track Record	Contactable related reference evaluation		20	

	(3 contactable references): Note that only completed projects will be accepted. Proven experience of work related to LV installations and experience implementing SANS 10142 in an engineering environment.		(12)	
TOTAL			100	

Phase 4: 80/20 Principle will be applied in terms of the new Preferential Procurement Regulations, 2017 pertaining to the PPPFA Act no 5 of 2000.

During this phase, bidders will be further evaluated based on 80 points for price and 20 points for attaining the B-BBEE Status Level of Contributor in accordance with the table indicated under SBD 6.1 under paragraph 4.

In order to claim the B-BBEE Status Level of Contributor points, bidders must submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof, issued by accredited Verification Agency/s by SANAS or Registered Auditor approved by Independent Regulatory Board of Auditor (IRBA), together with their bids to substantiate their B-BBEE rating claims. The Exempted Micro Enterprise must submit a letter from the Accounting Officer who is appointed in terms of Close Corporation Act. EMEs are allowed to submit a sworn affidavit obtainable from the Department of Trade and Industry website.

Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process. They will score points out of 80 for price only and zero (0) points out of 20 for B-BBEE.

Special Conditions

National Treasury's Central Supplier Database.

With effect from 1 April 2016, accounting officers and accounting authorities may not award any bid to a supplier not registered as a prospective supplier on the National Treasury's Central Supplier Database.

FOR ENQUIRIES

P: Ekambaram
D: Eastern Operations
Tel: (033) 239 1204
Email: ekambaramp@dws.gov.za.



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

SITE INSPECTION CERTIFICATE

**WQ11156-WTE: PONGOLAPOORT DAM: SUPPLY, DELIVER, INSTALL AND COMMISSIONING
OF REPLACEMENT KITS FOR GALLERY LIGHTING AND NEW DISTRIBUTION BOARD**

DATE: 10 FEBRUARY 2021

TIME: 10:30AM

This is to certify that I, _____
(bidder / representative of the bidder) *
of (Company's name & address) _____

telephone number _____
cell number _____
fax number _____
e-mail address _____

in the company of (Engineer /engineer's representative) **PAUL EKAMBARAM**
visited and examined the site on (date) **10 FEBRUARY 2021**

after having previously studied the bid documents.

I have acquainted myself with all the local conditions likely to influence the work and the cost thereof.

I further certify that I am satisfied with the description of the works and the explanations given by the said

engineer and that I understand perfectly the work to be done as specifically implied in the execution of the contract.

SIGNED BY:

COMPANY: _____

BIDDER / REPRESENTATIVE:* _____

ENGINEER / REPRESENTATIVE:* _____

* Delete if not applicable.