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

DUE AT 11:00 AM ON

07 APRIL 2023
WTE-0027ES

THE SUPPLY AND DELIVERY OF TOOLS TO MIDMAR DAM

SUBMIT TENDER DOCUMENT

TO

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

OR

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

TENDERER: (Company address and stamp)

COMPILED BY: DEPARTMENT OF WATER AND SANITATION:

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



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

BRANCH: IM

**CD: WATER RESOURCES INFRASTRUCTURE OPERATION AND
MANAGEMENT**

DIRECTORATE: OPERATIONS EASTERN

TECHNICAL SPECIFICATION

Supply and delivery of operations and garden tools to Midmar Dam [Operations]

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TECHNICAL SPECIFICATION FOR SUPPLY AND DELIVERY OF WORKSHOP TOOLS AND GARDEN TOOLS

1. INTRODUCTION

Eastern operation is responsible for maintenance and operation of state assets located on the eastern part of the country, mostly within the Province of KwaZulu Natal. Most of state assets that are operated and maintained by eastern operations have electrical equipment and systems that need maintenance.

In order to keep or maintain all assets and garden that belongs to Goedertrouw Dam, in good working order, department need tools to conduct daily, weekly and monthly maintenance. This involve ground maintenance (garden service); painting; fencing; dewatering of excess water in dam gulley and other water facility assets for work related to inspection and maintenance, sweeping of yard and etc.

2. BACKGROUND & DISCUSSION

- 2.1 In order to keep or maintain all assets and garden that belongs to Goedertrouw Dam, Klipfontein Dam; Spioenkop Dam and Wagendrift Dam in good working order, department need tools to conduct daily, weekly and monthly maintenance. This involve ground maintenance (garden service); painting; fencing; dewatering f excess water in dam gulley and other water facility assets for work related to inspection and maintenance, sweeping of yard and etc.

3. TECHNICAL SPECIFICATION

- 3.1 Technical specification for supply and delivery of workshop tools is detailed on table 1 and 3 and gardening tools on table 2 and 4.

Table 1: Workshop tools (brochure to be submitted)

LINE	SERVICE /GOODS DESCRIPTION	QUANTITY	SPECIFICATION
1	Water pump	3	Pumping Head: 32m Suction Head: 7.5m Engine Type: Over Head Valve Maximum Discharge Capacity: 670 L/min Net power: 3.6 kw [4.8 HP] /3,600 rpm/min Fuel: Fuel Consumption, L/h: 1.4 and must runs on unleaded petrol. Fuel tank: 3.1 litre

LINE	SERVICE /GOODS DESCRIPTION	QUANTITY	SPECIFICATION
			Inlet/Outlet Port Diameter (inches): 2.0 in. x 2.0 out. Dry weight: 24kg Dimensions (L x W x H): 490 x 385 x 410
2	Pressure Washers	4	Maximum pressure: 180 Bar Operating pressure Max: 140 Bar Container capacity: 2 litres Hose length: 13m Max. Water inlet temperature: 60 °C Water flow: 540-610 l/h Power output: 2.9Kw Voltage: 230V Frequency: 50 Hz Phase: 1 Length of cord: 5m Weight: 27,8 kg
3	Battery Charger	4	Pro 30 Battery Charger 6-12-24 Volt 20 Amp 6 position current selector Thermal overload protection Reverse polarity protection
4	Tool box	1	Five tray – 67 piece 1B spanner from size: 6 -22 Allen key from size: 2 -10 and 42-88 Screwdrivers set: (2150): 4- 8 Pliers: ✓ Telephone pliers ✓ Combination pliers ✓ Side cutter C19 sockets: 8-5/16 10-3/8 13-1/2, 14-15-19/32 16, 5/8;17-18 – 30 – 1.3/16 32-1.1/4

LINE	SERVICE /GOODS DESCRIPTION	QUANTITY	SPECIFICATION
			Accessories: Grip plier Univesal plier Sliding T-bar 1990-75 extension 1990-125 extension 1990-250 extension 1993Z-94 ratchet + Coupler
5	Professional angel grinder	1	Rated input power. 2600 W Diameter of the disc (in mm): 230mm Maximum no-load speed (in rpm: 6 600 Torque: 18Nm
6	Coddles Drill	1	18V coddles and drill set Type of battery pack: Li-Power Battery voltage: 18V Battery pack capacity: 2 x 2 Ah Maximum torque – soft: 25 Nm Maximum torque, hard: 50 Nm Adjustable torque: 1.5 – 6 Nm Drill-Ø masonry : 10 mm Drill Ø steel: 10 mm Drill-Ø soft wood: 20 mm No-load speed: 450 / 1800 rpm Maximum impact rate: 27000 bpm Chuck capacity: 1.5 – 13 mm Weight without battery pack: 1.2 kg Weight with battery pack: 1.7 kg Vibration Drilling in metal: 2.8 m/s ² Impact drilling concrete: 21.5 m/s ² Sound pressure level: 89 dB(A) Sound power level (LWA): 100 dB(A)
7	Foot operated hydraulic floor jack / trolley jack	1	Hydraulic floor jack Lifting capacity: 6 tons Hydraulic Heavy Duty Long Frame Service/Floor Jack with Foot Pedal Colour: Red

Table 2: Garden tools (brochure to be submitted)

LINE	SERVICE /GOODS DESCRIPTION	QUANTITY	SPECIFICATION
1	Wire Strainer	5	Extra long 1.7m chain allows longer fence strains. Anti twist swivel yoke. Heavy duty electroplated with case hardened grips & claws.

LINE	SERVICE /GOODS DESCRIPTION	QUANTITY	SPECIFICATION
			Width: 21cm / 8.27 inches Height: 55cm / 21.65 inches Depth: 4cm / 1.57 inches Weight: 3.144 Kg Swivel yoke incorporated on one end of chain allowing chain twist to be eliminated
2	Wheelbarrow	5	Heavy duty 4 ply concrete wheel barrow – black frame Pan gauge 1.2mm Pan rim 5.5mm steel reinforced Pan capacity 65L Frame A32 x 2mm (Black) Wheel Heavy Duty Rubber Tyre SABS
3	Digging Spade	20	All steel, Cast steel grip Blade width 205mm
			Handle length 660mm +/ - Kgs per unit* 3.0

Table 3: Other workshop tools

LINE	SERVICE /GOODS DESCRIPTION	QUANTITY	SPECIFICATION
1	Chain block	1	Chain Block with 3-meter Chain with safe working load of 4ton
2	Webbing sling	1	5 ton X 4m duplex flat webbing sling
3	Hammer	1	Four 4 ponds (Poly handle)
4	Bobojan	1 each	Heavy duty pipe wrench offset pattern 14inch; 18inch and 24inch
5	Bench grinder	1	Mains supply 230V 50Hz Max. power (S2 S2time) 150W 30min Grinding wheels 150X12.7X16mm
6	Step ladder	1	Maxi 5 in 1 Combination Ladder 8.46m
7	Hacksaw	5	High tension professional hack saw
8	Retractable hose reel for a compressor or air trye inflator	1	20 Meter Hose Reel Retractable with 10mm fittings Weight: 18.5kg Dimensions: 52.00 × 22.00 × 56.00 cm Hose colour: Blue

LINE	SERVICE /GOODS DESCRIPTION	QUANTITY	SPECIFICATION
9	Coupler for pneumatic hose or tube	1	Female Milton type quick air coupler for fitting to hose 10 mm (3/8") BSP Thread
10	Coupler for pneumatic hose or tube	4	Female Milton type quick air coupler for fitting to hose 10 mm (3/8") BSP Thread
11	Tyre Inflator	4	Heavy duty air tyre inflator and deflator garage type. heavy duty durable tyre inflator must have a dual head chuck to easily reach inner dual wheels. The 1050Kpa rated inline gauge is easy to read and is extra rugged for professional use. The inflator features a 360°-degree swivel function with a spiral protected hose.

Table 4: Other garden tools

LINE	SERVICE /GOODS DESCRIPTION	QUANTITY	SPECIFICATION
1	Latin Machetes Latin knife	20	Lasher Latin Machete 21" Blade Thickness 2.0 Blade Length 533mm +/- Kgs per unit* 0.58
2	Grass Slasher	20	Grass Slasher Poly handle Blade Thickness 2.0 Blade Length 690 +/- Kgs per unit* 0.500
3	Combination Leaf Rake	8	Combination Leaf rake Steel handle Length: 1500mm +/- Kgs per unit* 0.8
4	Concrete rake	8	Rake, 14 tooth Heavy duty - All Steel Length: 1300mm +/- Kgs per unit* 1.4
5	Round Nose Open Socket Shovels	20	All steel, ASB2 - Cast steel grip Blade width 230mm Handle length 600mm +/- Kgs per unit* 2.6
6	Hammer	8	Head finish Epoxy coated Head mass 4.5 kg Total length 620mm

LINE	SERVICE /GOODS DESCRIPTION	QUANTITY	SPECIFICATION
			+/- Kgs per unit* 5.85
7	Pick - Universal or mining type	20	Chisel & diamond 3kg (C&D) No. 2 eye (Mining) Blade Width 35mm (Chisel) +/- Kgs per unit* 3 Finish: Anti-corrosive black Handle must be made of wood handle
8	Mattocks - Pick	20	Pick mattock - 2.25kg head only Blade Width 85mm (Mattock side) +/- Kgs per unit* 2.25 Finish Anti-corrosive black
9	4 Prong Hay Fork (Steel Shaft)	20	Finish Green painted head, epoxy powder coated handle Description Steel shaft Blade width 180 Handle length 1750 +/- Kgs per unit* 2.4
10	4 Prong Digging Fork (Steel Shaft)	20	Finish Anti corrosive black head, clear varnished shaft Steel shaft, metal hilt 4 prong Blade width 200 Handle length 720 +/- Kgs per unit* 2.5
11	Crowbar (umgxala)	4	Finish Painted Size 32 x 1800 +/- Kgs per unit* 11.0
12	Wrecking Bar (Intombazane)	4	Finish Epoxy coated Size 20 x 750 +/- Kgs per unit* 2.04
13	Lever Pattern Bowsaw	4	Description 750mm Lasher frame complete with blade Blade length 750mm +/- Kgs per unit* 1.45
14	Axe (Pick Eye)	20	Anticorrosive black +/- Kgs per unit* 1.8
15	Measuring tape	8	50 meter nailon tape measure

LINE	SERVICE /GOODS DESCRIPTION	QUANTITY	SPECIFICATION
16	Pruning Cutter	8	Description Professional secateur +/- Kgs per unit* 0.39
17	Edge shear or trimmer	10	Karikomi shears (200mm) two handed
18	Pick	20	Pick – Mattocks – Cutter (Head Only 2.25kg)
19	Pick handle	40	Wooden pick handle

4. REQUIREMENTS FROM SUPPLIERS

It is compulsory that offers must be accompanied by a comprehensive brochure for item listed on table 1 and 2. Failure to adhere to this will result in disqualification of offers or bidder.

BILL OF QUANTITIES

Table 1: Workshop tools and other hand tools

LINE	SERVICE /GOODS DESCRIPTION	QUANTITY	SPECIFICATION	PRICE
1	Water pump	3	Pumping Head: 32m Suction Head: 7.5m Maximum Discharge Capacity: 670 L/min Net power: 3.6 kw [4.8 HP] /3,600 rpm/min Fuel Consumption, L/h: 1.4 and must runs on unleaded petrol. Fuel tank: 3.1 litre	
			Inlet/Outlet port diameter (inches): 2.0 in. x 2.0 out. Dry weight: 24kg Dimensions (L x W x H): 490 x 385 x 410	
2	Pressure Washers	4	Maximum pressure: 180 Bar Operating pressure Max: 140 Bar Container capacity: 2 litres Hose length: 13m Max. Water inlet temperature: 60 °C Water flow: 540-610 l/h Power output: 2.9Kw Voltage: 230V Frequency: 50 Hz	

BILL OF QUANTITIES

LINE	SERVICE /GOODS DESCRIPTION	QUANTITY	SPECIFICATION	PRICE
			Phase: 1 Length of cord: 5m Weight: 27,8 kg	
3	Battery Charger	4	Pro 30 Battery Charger 6-12-24 Volt 20 Amp 6 position current selector Thermal overload protection Reverse polarity protection	
4	Tool box	1	Five tray – 67 piece	
			1B spanner from size: 6 -22 Allen key from size: 2 -10 and 42-88 Screwdrivers set: (2150): 4- 8 Pliers: ✓ Telepho ne pliers ✓ Combin ation pliers ✓ Side cutter C19 sockets: 8-5/16 10-3/8 13-1/2, 14-15-19/32 16, 5/8;17-18 –	

BILL OF QUANTITIES

LINE	SERVICE /GOODS DESCRIPTION	QUANTITY	SPECIFICATION	PRICE
			30 – 1.3/16 32-1.1/4 Accessories: Grip plier Univesal plier Sliding T-bar 1990-75 extension 1990-125 extension 1990-250 extension 1993Z-94 ratchet + Coupler	
5	Professional angel grinder	1	Rated input power. 2600 W Diameter of the disc (in mm): 230mm Maximum no-load speed (in rpm): 6 600 Torque: 18Nm	
6	Coddles drill	1	18V coddles and drill set type of battery pack: Li-Power Battery voltage: 18V Battery pack capacity: 2 x 2 Ah Maximum torque – soft: 25 Nm Maximum torque, hard: 50 Nm Adjustable torque:1.5 – 6 Nm Drill-Ø masonry : 10 mm Drill Ø steel: 10 mm Drill-Ø soft wood: 20 mm	

BILL OF QUANTITIES

LINE	SERVICE /GOODS DESCRIPTION	QUANTITY	SPECIFICATION	PRICE
			No-load speed: 450 / 1800 rpm Maximum impact rate: 27000 bpm Chuck capacity: 1.5 – 13 mm Weight without battery pack: 1.2 kg Weight with battery pack: 1.7 kg Vibration Drilling in metal: 2.8 m/s ² Impact drilling concrete: 21.5 m/s ² Sound pressure level: 89 dB(A) Sound power level (LwA): 100 dB(A)	
7	Foot operated hydraulic floor jack / trolley jack	1	Hydraulic floor jack Lifting capacity: 6 tons Hydraulic Heavy Duty Long Frame Service/Floor Jack with Foot Pedal Colour: Red	
1	Chain block	1	Chain Block with 3-meter Chain with safe working load of 4ton	
2	Webbing sling	1	5 ton X 4m duplex flat webbing sling	
3	Hammer	1	Four (4) ponds (Poly handle)	
4	Bobojan (s)	1 each	Heavy duty pipe wrench offset pattern 14inch; 18inch and 24inch	
5	Bench grinder	1	Mains supply 230V 50Hz Max. power (S2 S2time) 150W 30min Grinding wheels 150X12.7X16mm	

BILL OF QUANTITIES

LINE	SERVICE /GOODS DESCRIPTION	QUANTITY	SPECIFICATION	PRICE
6	Step ladder	1	Maxi 5 in 1 Combination Ladder 8.46m	
7	Hacksaw	5	High tension professional hack saw	
8	Retractable hose reel for a compressor or air tyre inflator	1	20 Meter Hose Reel Retractable with 10mm fittings Weight: 18.5kg Dimensions: 52.00 × 22.00 × 56.00 cm Hose colour: Blue	
9	Coupler for pneumatic hose or tube	1	Female Milton type quick air coupler for fitting to hose 10 mm (3/8") BSP Thread	
10	Coupler for pneumatic hose or tube	4	Female Milton type quick air coupler for fitting to hose 10 mm (3/8") BSP Thread	
11	Tyre Inflator	4	Heavy duty air tyre inflator and deflator garage type. heavy duty durable tyre inflator must have a dual head chuck to easily reach inner dual wheels. The 1050Kpa rated inline gauge is easy to read and is extra rugged for professional use. The inflator features a 360°-degree swivel function with a spiral protected hose.	
Subtotal (Vat inclusive)				

BILL OF QUANTITIES

Table 2: Garden tools and other hand tools

LINE	SERVICE /GOODS DESCRIPTION	QUANTITY	SPECIFICATION	Price
1	Latin Machetes Latin knife	20	Lasher Latin Machete 21" Blade Thickness 2.0 Blade Length 533mm +/- Kgs per unit* 0.58	
2	Grass Slasher	20	Grass Slasher Poly handle Blade Thickness 2.0 Blade Length 690 +/- Kgs per unit* 0.500	
3	Combination Leaf Rake	8	Combination Leaf rake Steel handle Length: 1500mm +/- Kgs per unit* 0.8	
4	Concrete rake	8	Rake, 14 tooth Heavy duty - All Steel Length: 1300mm +/- Kgs per unit* 1.4	
5	Round Nose Open Socket Shovels	20	All steel, ASB2 - Cast steel grip Blade width 230mm	

BILL OF QUANTITIES

			Handle length 600mm +/- Kgs per unit* 2.6	
6	Hammer	8	Head finish Epoxy coated Head mass 4.5 kg Total length 620mm +/- Kgs per unit* 5.85	
7	Pick - Universal or mining type	20	Chisel & diamond 3kg (C&D) No. 2 eye (Mining) with handle Blade Width 35mm (Chisel)	
			+/- Kgs per unit* 3 Finish: Anti-corrosive black Handle must be made of wood handle	
8	Mattocks - Pick	20	Pick mattock - 2.25kg head only Blade Width 85mm (Mattock side) +/- Kgs per unit* 2.25 Finish Anti-corrosive black	
9	4 Prong Hay Fork (Steel Shaft)	20	Finish Green painted head, epoxy powder coated handle	

BILL OF QUANTITIES

			Description Steel shaft Blade width 180 Handle length 1750 +/- Kgs per unit* 2.4	
10	4 Prong Digging Fork (Steel Shaft)	20	Finish Anti corrosive black head, clear varnished shaft Steel shaft, metal hilt 4 prong Blade width 200	
			Handle length 720 +/- Kgs per unit* 2.5	
11	Crowbar (umgxala)	4	Finish Painted Size 32 x 1800 +/- Kgs per unit* 11.0	
12	Wrecking Bar (Intombazane)	4	Finish Epoxy coated Size 20 x 750 +/- Kgs per unit* 2.04	
13	Lever Pattern Bowsaw	4	Description 750mm Lasher frame complete with blade Blade length 750mm +/- Kgs per unit* 1.45	

BILL OF QUANTITIES

14	Axe (Pick Eye)	20	Anticorrosive black +/- Kgs per unit* 1.8	
15	Measuring tape	8	50 meter nallon tape measure	
16	Pruning Cutter	8	Description Professional secateur +/- Kgs per unit* 0.39	
17	Edge shear or trimmer	10	Karikomi shears (200mm) two handed	
18	Pick	20	Pick – Mattocks – Cutter (Head Only 2.25kg)	
19	Pick handle	40	Wooden pick handle	
20	Wire strainer	5	Extra long 1.7m chain allows longer fence strains. Anti twist swivel yoke. Heavy duty electroplated with case hardened grips & claws. Width: 21cm / 8.27 inches Height: 55cm / 21.65 inches Depth: 4cm / 1.57 inches Weight: 3.144 Kg Swivel yoke incorporated on one end of chain allowing chain twist to be eliminated	

BILL OF QUANTITIES

21	Wheelbarrow	5	Heavy duty 4 ply concrete wheel barrow – black frame Pan gauge 1.2mm Pan rim 5.5mm steel reinforced Pan capacity 65L Frame Æ32 x 2mm (Black) Wheel Heavy Duty Rubber Tyre SABS	
22	Digging Spade	20	All steel, Cast steel grip Blade width 205mm Handle length 660mm +/ - Kgs per unit* 3.0	
Subtotal (Vat inclusive)				

1. EVALUATION CRITERIA

The 80/20 preference points system as prescribed in the Preferential Procurement Regulations, 2022, will be applied to evaluate this bid. Proposals received will be evaluated in (3) stages namely, Administrative Compliance, Technical Compliance, Price and Preference. The lowest acceptable bid will score 80 points for price and a maximum of 20 points will be awarded for specific goals as listed.

The evaluation process includes the following phases:

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

Phase 1: Administrative Compliance

Bidders are required to comply with the following listed below. Failure to do so will result in your offer being non-responsive and may be disqualified.

Administrative Compliance

- Tax compliance with SARS (To be verified on CSD-Central Supplier Database)
- Completion, signing and submission of SBD forms with the bid documents (SBD 1, SBD 3.1, SBD 4, SBD 6.1)
- Active registration with Company Intellectual Property Commission (to be verified through CSD)

Phase 2: Technical Compliance

Compliance requirements:

- Full compliance to the Technical requirements by indicating compliance or non-compliance as per specification spread sheets (table 1 to table 2). Bidders must indicate compliance by means a (Yes) and non-compliance by means of a (No).
- A bidder must submit a comprehensive brochure for tools where it is specified for both workshop tools (table 1) and garden tools (table2). **Failure to adhere to this will result in disqualification of offers or bidder.**
- A bidder who fails to comply with the below requirements in full will be considered non-responsive and may be disqualified from further evaluation.

Complete technical compliance schedule below:

BROCHURE SUPPLIED	YES	NO

Table 1: Workshop tools

Required	Comply	Not Comply	Comment
Water pump			
Comprehensive brochure provided			
Pumping Head: 26m			
Suction Head: 8m			
Maximum Discharge Capacity: 670 L/min			
3.6 kw – 5.5 HP/3,600 rpm/min			
Fuel must run on unleaded petrol. Fuel tank: 3.1 litre			
Inlet/Outlet Port Diameter (inches): 2 Inch or 50mm			
Dry weight: 24kg Dimensions (L x W x H): 490 x 385 x 410			
Pressure Washers			
Comprehensive brochure provided			
Maximum pressure: 180 Bar Operating pressure Max: 140 Bar Container capacity: 2 litres			
Hose length: 13m			
Max. Water inlet temperature: 60 °C Weight: 27,8 kg			
Water flow: 540-610 l/h			
Power output: 2.9Kw Voltage: 230V Frequency: 50 Hz Phase: 1			
Length of cord: 5m			
Battery charger			
Comprehensive brochure provided			
Pro 30 Battery Charger 6-12-24			

Required	Comply	Not Comply	Comment
Volt 20 Amp 6 position current selector Thermal overload protection Reverse polarity protection			
Tool box			
Five tray – 67 piece			
1B spanner from size: 6 -22			
Allen key from size: 2 -10 and 42-88			
Screwdrivers set: (2150): 4- 8			
Pliers:			
✓ Telephone pliers			
✓ Combination pliers			
✓ Side cutter			
C19 sockets:			
• 8-5/16 10-3/8 • 13-1/2, 14-15-19/32 • 16, 5/8;17-18 – • 30 – 1.3/16 32-1.1/4			
Accessories:			
• Grip plier • Univesal plier • Sliding T-bar • 1990-75 extension • 1990-125 extension 1990-250 extension • 1993Z-94 ratchet + Coupler			
Professional angel grinder			
Comprehensive brochure provided			
Rated input power. 2600 W			
Diameter of the disc (in mm): 230mm			
Maximum no-load speed (in rpm: 6 600			
Torque: 18Nm			
Coddles drill			

Required	Comply	Not Comply	Comment
Comprehensive brochure provided			
Type of battery pack: Li-Power			
Battery voltage: 18V			
Battery pack capacity: 2 x 2 Ah			
Maximum torque – soft: 25 Nm			
Maximum torque, hard: 50 Nm			
Adjustable torque: 1.5 – 6 Nm			
Drill-Ø masonry : 10 mm			
Drill Ø steel: 10 mm			
Drill-Ø soft wood: 20 mm			
No-load speed: 450 / 1800 rpm			
Maximum impact rate: 27000 bpm			
Chuck capacity: 1.5 – 13 mm			
Weight without battery pack: 1.2 kg			
Weight with battery pack: 1.7 kg			
Vibration: • Vibration Drilling in metal: 2.8 m/s² • Impact drilling concrete: 21.5 m/s² • Sound pressure level: 89 dB(A) • Sound power level (LwA): 100 dB(A)			
Foot operated hydraulic floor jack / trolley jack			
Comprehensive brochure provided			

Required	Comply	Not Comply	Comment
Hydraulic floor jack Lifting capacity: 6 tons			
Hydraulic Heavy Duty Long Frame Service/Floor Jack with Foot Pedal Colour: Red			
Chain block			
Chain Block with 3-meter Chain with safe working load of 4ton			
Webbing sling			
5 ton X 4m duplex flat webbing sling			
Hammer			
Four (4) ponds (Poly handle)			
Boboian (s)			
Heavy duty pipe wrench offset pattern 14inch; 18inch and 24inch			
Bench grinder			
Mains supply 230V 50Hz Max. power (S2 S2time) 150W 30min Grinding wheels 150X12.7X16mm			
Step ladder			
Maxi 5 in 1 Combination Ladder 8.46m			
Hacksaw			
High tension professional hack saw			
Retractable hose reel for a compressor or air trye inflator			
20 Meter Hose Reel Retractable with 10mm fittings Weight: 18.5kg Dimensions: 52.00 × 22.00 × 56.00 cm Hose colour: Blue			
Coupler for pneumatic hose or tube			
Female Milton type quick air coupler for fitting to hose 10 mm (3/8") BSP Thread			
Coupler for pneumatic hose or tube			

Required	Comply	Not Comply	Comment
Female Milton type quick air coupler for fitting to hose 10 mm (3/8") BSP Thread			
<i>Tyre Inflator</i>			
Heavy duty air tyre inflator and deflator garage type. heavy duty durable tyre inflator must have a dual head chuck to easily reach inner dual wheels. The 1050Kpa rated inline gauge is easy to read and is extra rugged for professional use. The inflator features a 360°-degree swivel function with a spiral protected hose.			

Table 2: Garden tools

Required	Comply	Non-compliance reason	Comment
<i>Latin Machetes latin knife</i>			
Lasher Latin Machete 21" Blade Thickness 2.0 Blade Length 533mm +/- Kgs per unit* 0.58			
<i>Grass Slasher</i>			
Grass Slasher Poly handle Blade Thickness 2.0 Blade Length 690 +/- Kgs per unit* 0.500			
<i>Combination Leaf Rake</i>			
Combination Leaf rake Steel handle Length: 1500mm +/- Kgs per unit* 0.8			
<i>Concrete rake</i>			
Rake, 14 tooth Heavy duty - All Steel Length: 1300mm +/- Kgs per unit* 1.4			
<i>Round Nose Open Socket Shovels</i>			
All steel, ASB2 - Cast steel grip Blade width 230mm Handle length 600mm +/- Kgs per unit* 2.6			
<i>Hammer</i>			

Required	Comply	Non-compliance reason	Comment
Head finish Epoxy coated Head mass 4.5 kg Total length 620mm +/- Kgs per unit* 5.85			
Pick - Universal or mining type			
Chisel & diamond 3kg (C&D) No. 2 eye (Mining)			
Blade Width 35mm (Chisel)			
+/- Kgs per unit* 3			
Finish: Anti-corrosive black			
Mattocks - Pick			
Pick mattock - 2.25kg head only			
Blade Width 85mm (Mattock side)			
+/- Kgs per unit* 2.25			
4 Prong Hay Fork (Steel Shaft)			
Finish Green painted head, epoxy powder coated handle Description Steel shaft Blade width 180 Handle length 1750 +/- Kgs per unit* 2.4			
4 Prong Digging Fork (Steel Shaft)			
Finish Anti corrosive black head, clear varnished shaft Steel shaft, metal hilt 4 prong Blade width 200			

Required	Comply	Non-compliance reason	Comment
Handle length 720 +/- Kgs per unit* 2.5			
Crowbar (umgxala)			
Finish Painted Size 32 x 1800 +/- Kgs per unit* 11.0			
Wrecking bard (intombazane)			
Finish Epoxy coated Size 20 x 750 +/- Kgs per unit* 2.04			
Lever Pattern Bowsaw			
Description 750mm Lasher frame complete with blade Blade length 750mm +/- Kgs per unit* 1.45			
Axe (Pick Eye)			
Anticorrosive black +/- Kgs per unit* 1.8			
Measuring tape			
50 meter nylon tape measure			
Pruning Cutter			
Description Professional secateur +/- Kgs per unit* 0.39			
Edge shear or trimmer			
Karikomi shears (200mm) two handed			
Pick			
Pick – Mattocks – Cutter (Head Only 2.25kg) +/- Kgs per unit* 2.04			

Required	Comply	Non-compliance reason	Comment
Pick handle			
Wooden pick handle			
Wire strainer			
Comprehensive brochure provided			
Extra-long 1.7m chain allows longer fence strains.			
Anti twist swivel yoke. Heavy duty electroplated with case hardened grips & claws.			
Width: 21cm / 8.27 inches			
Height: 55cm / 21.65 inches			
Depth: 4cm / 1.57 inches			
Weight: 3.144 Kg			
Swivel yoke incorporated on one end of chain allowing chain twist to be eliminated			
Wheelbarrow			
Comprehensive brochure provided			
Heavy duty 4 ply concrete wheel barrow – black frame			
Pan gauge 1.2mm			
Pan rim 5.5mm steel reinforced			
Pan capacity 65L			
Frame A32 x 2mm (Black)			
Wheel Heavy Duty Rubber Tyre SABS			
Digging Spade			
Comprehensive brochure provided			

Required	Comply	Non-compliance reason	Comment
All steel, Cast steel grip			
Blade width 205mm			
Handle length 660mm			
+/- Kgs per unit* 3.0			

3. 80/20 Principle will be applied in terms of the new Preferential Procurement Regulations, 2022 pertaining to the PPPFA Act no 5 of 2000.

- 3.1. During this phase, quotations will be evaluated based on 80 points for price and 20 points for the listed specific goals. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

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

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	WTE-0027ES	CLOSING DATE:	07 APRIL 2023	CLOSING TIME:	11:00
DESCRIPTION	THE SUPPLY AND DELIVERY OF TOOLS TO MIDMAR DAM				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MIDMAR DAM WALL ENTRANCE					
SECURITY GUARDHUT					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	NISHAN SINGH		CONTACT PERSON	SBU MATHONSI	
TELEPHONE NUMBER	033-2391900/0823264335		TELEPHONE NUMBER	0828837067	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	SINGHN@DWS.GOV.ZA		E-MAIL ADDRESS	MATHONSIS@DWS.GOV.ZA	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

(delete whichever is not applicable for this tender).

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$		

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

SBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder.....

Bid number: **WTE-0027ES**

Closing Time **11:00**

Closing date: **07 APRIL 2023**

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

ITEM NO.	QTY	DESCRIPTION OF GOODS	UNIT PRICE (To be filled by the bidder)	BID PRICE (To be filled by the bidder)
TABLE 1 & 2	AS PER BOQ	AS PER BOQ	AS PER BOQ	
			15% VAT	
			TOTAL BID PRICE	

- Required by:

- Att:

- 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.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services

14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 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.

Js General Conditions of Contract (revised July 2010)