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

DUE AT 11:00 AM ON

05 NOVEMBER 2021

WQ11097WTE

**MDLOTI RIVER GWS: HAZELMERE DAM: UPGRADE OF
HYDRAULIC SYSTEM**

SUBMIT TENDER DOCUMENT

TO

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

OR

**TO BE DEPOSITED IN:
THE TENDER BOX AT:
SECURITY
MAIN GATE**

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 INFRASTRUCTURE MANAGEMENT

WATER RESOURCES INFRASTRUCTURE OPERATIONS AND MAINTENANCE

OPERATIONS EASTERN

SUB-DIRECTORATE: TECHNICAL SUPPORT SERVICES (TSS)

TECHNICAL SPECIFICATION

MDLOTI RIVER GWS: HAZELMERE DAM: UPGRADE OF HYDRAULIC SYSTEM

OCT 2021

REF NO: EO-MMD-M-58
INDEX TO TECHNICAL SPECIFICATION : MDLOTI RIVER GWS: HAZELMERE DAM: UPGRADE OF
HYDRAULIC SYSTEM

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MDLOTI RIVER GWS: HAZELMERE DAM: UPGRADE OF HYDRAULIC SYSTEM

1 INTRODUCTION

Hazelmere dam is located in KwaZulu-Natal, on the Mdloti River, about 4.5km north of Verulam. The dam is owned by the Department of Water and Sanitation and operated by Umgeni Water.

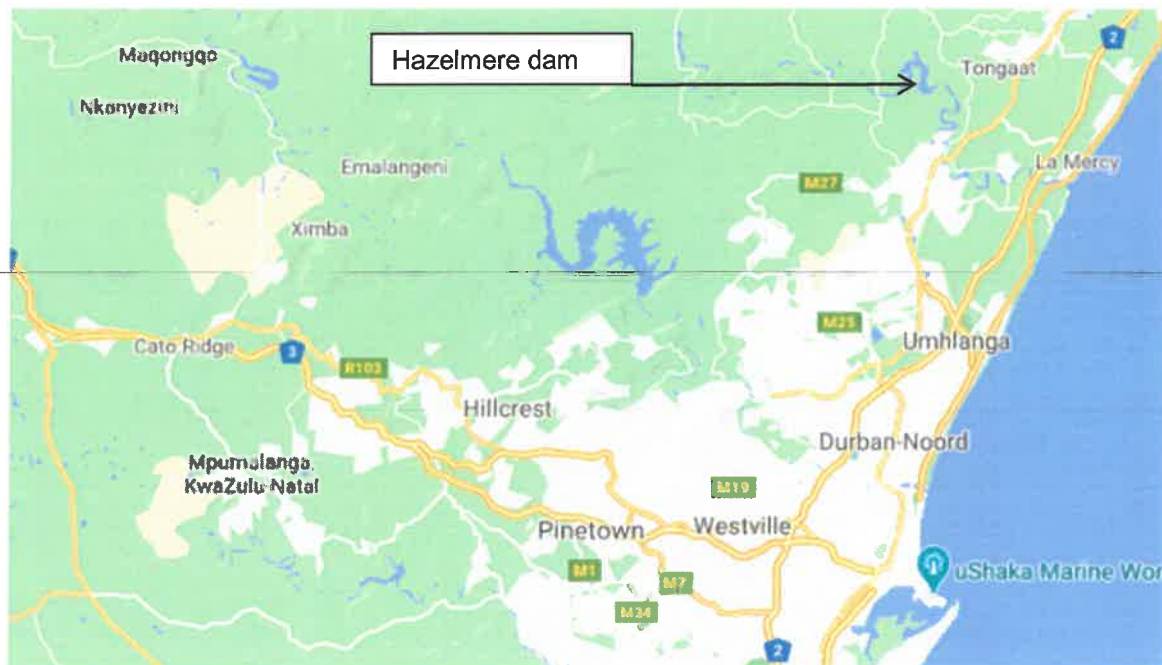
The construction of the dam was completed in 1979 and the dam is in the process of being raised. The dam consists of a mass concrete structure with the outlet structure on the left.

The dam is owned by the Department of Water and Sanitation and operated by Umgeni Water. Arrangements for site access shall need to be in line with the policies of Umgeni Water.

1.1 Directions to the dam

Hazelmere dam is located in the Magisterial District of Verulam, approximately 40 km from Central Durban and 15km from King Shaka International Airport. The coordinates of the dam is 29° 35' 52'' S 31° 2' 35'' E.

Directions to the dam from the N3. Take the 182; Umhlanga /Mount Edgecombe / Phoenix (North) off-ramp unto the R41 in an Northerly direction. Continue on the route until the road becomes the R103. Turn left unto Vincent Dickenson road. Continue on the Vincent Dickenson road until you see a roadsign indicating the Umgeni Water: Hazelmere dam Office. Continue on the gravel road until you reach the security controlled gate to the dam and office.





1.2 Outlet system

At Hazelmere dam, provision was made for a domestic and industrial outlet as well as a silt outlet. The domestic and industrial outlet supplies water to the Umgeni Water water treatment works. The silt outlet release water to the river.

1.3 Silt outlet

The silt outlet consist of two Ø 1 500mm steel lines. The lines are isolated by ring follower valves located upstream in the gallery control room. The release from the silt outlet is controlled by jetflow valves and sleeve valves. The jetflow valves are used for large volume release and the sleeve valves for the release of smaller volumes of water for environmental releases and irrigation users.

1.4 Jet flow valves



Outlet control room with Jetflow valves and Sleeve valves.



Jetflow valve power pack and hydraulic cylinders

The jetflow valve is mounted at the end of a 1500mm pipeline. There is one jetflow valve per Ø 1 500mm pipeline. The jetflow valves are square sluice gates that are operated by a hydraulic cylinders to open and close the sluice gates. The hydraulic cylinder is located above the jetflow valve. The current installation has one power pack operating both the jetflow valves.



Sleeve valve installation



Sleeve valve power packs

The sleeve valves are mounted one valve per pipeline at the same location as the jetflow valves. The sleeve valves are hydraulically operated with two hydraulic power packs, one per sleeve valve. There is one common control panel for the operation of the sleeve valves.

2 SCOPE OF WORK

The project includes following:

- The removal of the old hydraulic power packs and all piping to the sleeve valves.
- The transport of the old redundant equipment back to Midmar.
- Dispose of the old hydraulic fluid in terms of environmental regulations.
- The design, manufacture, supply, delivery, installation and commissioning of one of hydraulic power pack.
- The design, supply, delivery, installation and commissioning of one of all the hydraulic piping from the hydraulic power pack to the jetflow valves and sleeve valves.
- **Should the installation be during the rainy season, the contractors shall make provision to have alternative means to operate the jetflow and sleeve valves in a reliable way for the duration of the installation and commissioning.**

2.1 The removal of the existing hydraulic power pack

The three existing hydraulic power pack units and the two control panels needs to be disconnected and removed from the control room.

The existing pipelines from the power packs to the jetflow valves and to the sleeve valves needs to be disconnected and removed.

All the above mentioned redundant equipment needs to be placed on an inventory and returned to the Midmar office at Howick.

The labour, transport, lifting equipment to remove, load and transport the equipment to Midmar and the off-loading forms part of the scope of work.

2.2 The supply and installation of one new hydraulic power pack.

The scope includes the design, manufacture, supply, delivery, installation and commissioning of the one new hydraulic power pack.

The hydraulic power pack shall be capable of opening and closing the jetflow valves and the sleeve valves (both in electrical and manual operation) under full operational pressure and flow conditions.

The power pack will consist of a single unit with one hydraulic oil tank. It shall have two (2) electrical motors each with its own pump. One electrical motor and pump shall be for the operation of the Jetflow valves, the other motor and pump shall be for the operation of the sleeve valves. The size of the motors and pumps shall be sized in accordance with the operational speed to open and close the jetflow and sleeve valves optimally.

2.2.1 Hydraulic power pack

The hydraulic power pack will be constructed complete from 304L stainless steel. The hydraulic oil tank shall be mounted on stainless steel frame provided with a removable stainless steel drip tray. The power pack must have a flooded suction with the electric motors and hydraulic pumps mounted underneath the hydraulic tank in the frame.

The tank size shall be sized to allow all the hydraulic cylinders at either their fully contracted or fully extended positions with a spare capacity of minimum 30%. The outer surface will be grain finished. The tank shall have a drain sump of a minimum of 150 (L) x 150 (W) and 100 (D) on which the drain valve will be mounted.

The power pack shall be fitted with the following:

- Electric Motors – suitably sized 380V 3 phase mounted on anti-vibration mountings. The motors shall have motor heaters that must be fed from the electric control panel.
- Suitably sized hydraulic pumps
- Full size inspection access lid held in place with a minimum of four bolts.
- Filler with cap.
- Pressure gauges as per paragraph 2.2.2
- Glass tube-type fluid level indicator
- Pressurized filter
- Silica gel breather
- Suction ball valve
- Drain ball valve
- Emergency standby hand pumps
- Main system relief valve
- Stainless steel check valves
- Low Oil level switch
- High Oil Temperature Switch
- Pressure Filter and return filter clogging indicator
- Manual four station directional control valves

Fittings – all field piping, clamps and adaptors must be stainless steel grade 304

The oil reservoir shall contain a SNA type black epoxy coated metal shroud with polyamid sight tube fluid level indicator (visible from the outside of the cabinet) with integral thermometer. This unit shall indicate the minimum and maximum fluid levels with all the hydraulic cylinders at either their fully contracted or fully extended positions. Minimum and maximum oil levels shall be indicated with appropriate engraved indication plates.

The filler cap shall be a TR type filler cap with a 40 µm air filter with a minimum on 0,7 m³/min air flow rating.

The silica breather shall be of a clear view type silica gel breather made of out of transparent yet unbreakable UV proof polycarbonate plastic

All name- and indicator plates shall be mounted with stainless steel or nickel-plated brass hammer drive screws or stainless steel screws with nuts and washers.

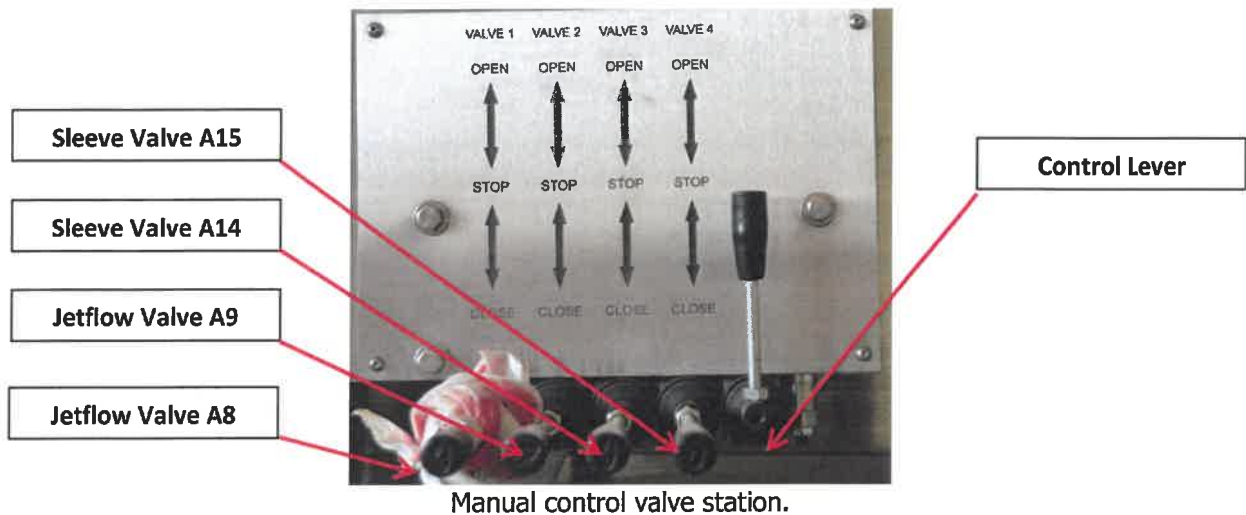
Details of the design of the hydraulic power pack and control console shall be supplied with the Tender. No manufacture of the power pack or control shall take place without approval by the Engineer.

2.2.2 Manual control valve station

The hydraulic power pack shall be fitted with a lever operated hydraulic directional valves located on the front of the power pack. The lever operated hydraulic directional valves are used to direct the oil flow to the hydraulic cylinders.

The control system shall be fitted with four of lever controlled valves. Each control arm will activate a valve. Pulling the clearly marked levers up will open the valves and pushing the levers down will close the valve. When the lever is released it shall return automatically to the neutral position and the movement of the respective valve shall cease in that position.

Each lever will be clearly marked with an engraved plate to indicate the valve number, the "Valve Open" Direction, the "Valve Close" Direction and "Stop" in the central position.



2.2.3 Pressure gauges

The manual control station shall be fitted with a minimum 100mm flush mounted liquid filled pressure gauges for the pump pressure. The pressure gauge shall be clearly marked in engraved letters.

The power pack shall be fitted with a pressure gauges to indicate:

the system pressure for the jetflow valves

the system pressure for the sleeve valves

a separate pressure gauge for the opening pressure for each valve and

a separate pressure gauge for the closing pressure for each valve.

The layout of the pressure gauges shall be submitted for approval prior to commencement with manufacture.



Typical Pressure gauge display layout.

2.2.4 Load holding blocks and isolating valves

Each of the sleeve and jet flow valves shall be fitted with a load holding block. The load holding block shall ensure that no creep occurs during normal operation when the valves need to remain in a set position. The position of the valves shall only change once pressure from the power pack unlocks the load holding block.

Each valve shall also be fitted with an isolating valve on the supply and return lines as reasonably close to the cylinder as practically possible.

2.2.5 Electrical control panel

The electrical control panel shall be mounted on the sub frame of the hydraulic power pack. The unit shall be prewired as a unit and a full factory acceptance test shall be done before transport to site and installation.

Top level

Analog voltage meters for the display of AC voltage and DC voltage shall be mounted at the top level.

The upper intermediate level controls of the control panel.

A selector switch with a selection of Pump 1 / Off / Pump 2 shall be provided. The selector switch will select the pump / motor to be used to energize the power pack. An emergency stop switch shall be mounted to the right of the selector switch and will be on the vertical center line of the hydraulic power pack. To the right on the same level a "Power Pack Start" push button and a green indicator light labeled "Power Pack Running" next to the button. Below the "Power Pack Start" push button, a "Power pack Stop" push button will be mounted. Below the green indicator light labeled "Power Pack Running" will be a red indicator light "Power Pack Stopped".

Lower level

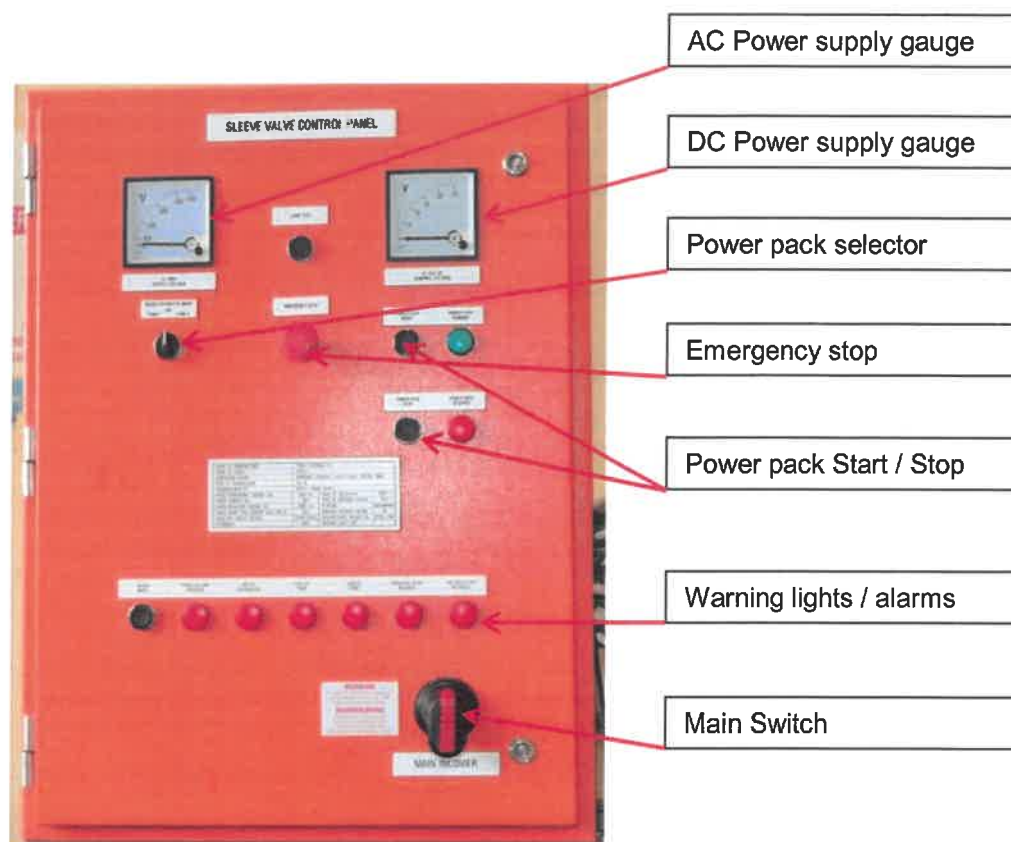
The lower level on the control panel shall house all the warning lights and alarms:

- Low Oil Level
- High Oil Temperature
- High Motor Temperature
- Pressure Filter Clogged
- Return Filter Clogged
- Low voltage
- Three phase failure

A lamp test push button shall also fitted together with an alarm cancel button.

The electrical control panel shall be fitted with a suitably sized lockable main switch on the bottom right of the control panel. This main switch should prevent the opening of the panel whilst switched "ON".

The panel door shall be hinged and lockable with two electrical panel key.



Metal pockets shall be provided on the inside of the applicable cabinet doors to store laminated hydraulic- and electric wiring diagrams of minimum A-3 size.

The main incoming supply shall have surge arrestors as well as fuses on all three phases.

2.2.6 Manual operation

Provision shall be made for manual operation in the case of a power failure. The piston type hand pump shall be positioned on the side of the hydraulic power pack box unit close to the manual control levers to allow operation of the power pack by one person. Under no circumstances shall the force necessary for manual operation of the valve exceed 90 N, with a maximum design pressure of 20 MPa, maximum set pressure of 16,5 MPa and working pressure of 10 MPa. An appropriate storage facility shall be provided for the removable rotary hand pump lever.

2.2.7 Pipe and pipe clamps

The pipes to and from the valves shall be seamless stainless steel grade 316L of 20mm.

Pipes shall be running in parallel at equal spacing and supported by brackets at a maximum interval of 1.2 meters. Pipe brackets shall be of DIN 3015 heavy duty type and brackets made up prior to delivery. Pipes shall be supported before and after each bend.

2.3 Documentation and training

2.3.1 Operation and maintenance manual

- a) The Contractor shall, together with his quality control documentation submitted for approval by the Engineer, also submit a draft version of the Operating and Maintenance Instruction Manual, showing the intended binder, contents and layout.
- b) The Contractor shall provide four complete hard copies and three complete electronic version copies on CD or DVD or other medium agreed upon of the Operating and Maintenance Instruction Manual in the English language as approved by the Engineer.
- c) The manuals shall be securely bound in A4 size hard backed plastic waterproof four-ring binders with clear pockets on the spine and front cover for insertion of title slips giving Contract Number, Project Name and equipment supplied.
- d) The manual shall contain sections separated by plastic dividers clearly and visibly marked to match the index and shall be set out as follows:
 - (i) Title page;
 - (ii) Contents;
 - (iii) Tender Specification, completed tender forms, covering letters and final inspection certificate;
 - (iv) General description with hydraulic test certificate and final acceptance certificate relating to tests carried out;
 - (v) Pre-tests on Completion checks;
 - (vi) Operating instructions;
 - (vii) Operating limitations or constraints (if any);
 - (viii) Routine maintenance and lubrication schedules;
 - (ix) List of special maintenance tests provided or required;
 - (x) Planned maintenance and repair procedures;
 - (xi) Fault diagnosis;
 - (xii) Spare parts lists: supplier's/agent's details shall be provided; and
 - (xiii) Drawings: They shall include general arrangement, assembly drawings, parts and material lists and flow discharge curves, where applicable, in A3-size. Any supplier's original brochures and instrumental literature shall also be incorporated in the manual. Such literature shall be edited so as to clearly indicate the sections specifically applicable to the materials or equipment actually incorporated into the Works.

2.3.2 Drawings For Record Purposes

A complete set of "As built" drawings shall be provided in black on 80g/m² paper. The drawings shall be complete in all respects, drawn generally in accordance with SANS 10111 and shall contain general arrangements, assemblies, parts lists (including part numbers) and complete component details.

Drawings shall be to scale and in standard sizes, but not exceeding the A-1 size (preferred size is A-1). The drawings shall be clear, black line on white paper and unfolded. They shall be suitable for digital scanning purposes. A draft drawing shall be submitted to the Engineer for approval of the printing standard before the complete set is supplied. In addition, drawings shall also be provided in PDF electronic format on compact disc.

The standardised reduced Departmental title block (see Drawing No. BF 1819 included in Annexure A of this document) as prescribed by the Engineer shall be used on all drawings. This title block shall be positioned directly above the Contractor's title block, as close as possible to the bottom right hand corner, on each drawing. On each drawing shall be printed in bold letters the name of the scheme and dam. The Department will issue key information required to complete the reduced Departmental title block (drawing number, codes, etc.) which shall be included on all documentation and drawings.

Drawings for record purposes shall show all of the equipment as installed and shall include all general arrangement and detail drawings, diagrams and schedules produced. Information shown shall include tolerances, clearances, loadings, finishes, materials and ratings.

2.3.2 Operation instructions

Operation instructions shall be engraved on a stainless steel plate of A3 size. The engravings shall be filled with black paint. The Operating instructions shall be mounted on a surface that is clearly visible when standing in front of the power pack controls. The wording of the operating instructions shall be submitted to the project manager for approval.

A manual changeover from normal/automatic operation to manual hydraulic operation to open/close the valve(s) shall be supplied. A chart, clearly indicating the changeover procedure to manual hydraulic operation shall be supplied and mounted above the hand pump. All information contained on the charts shall be engraved and painted black on 2 mm thick stainless steel plates (minimum size A3).

2.3.3 Training

Training shall be provided on a pre-arranged date. The contractor shall keep an attendance register to be completed by all the attendees. This will be filled in the Operation and maintenance manual.

3 **CONDITIONS OF CONTRACT**

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

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

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

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

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

Guarantee

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

Target Date for Installation

The target date for delivery, installation and testing of all equipment to Site at Hazelmere Dam is 2 months after the bid has been awarded and purchase order raised. Target dates reflect the latest date the equipment shall be delivered and fully installed at Site.

OCCUPATIONAL HEALTH AND SAFETY

The dam is operated by Umgeni Water and site access as well as Occupational Health and safety will need to be in line with Umgeni Water's policies and procedures.

The Occupational Health and Safety and Regulations (Act number 85 of 1993) is applicable. Construction Regulations, Diving Regulations and Confined Areas Regulations have particular reference. The contractor shall notify the Department of Labour, prior to commencing with the project. The DWS shall ensure that the provisions of the OHS are complied with for the duration of the project. The contractor prior to commencing on with the project shall submit:

- A comprehensive OHS file in accordance with the OHS Act.
- A detailed site specific risk assessment for review and acceptance;
- A detailed method statement for approval by the Project Manager;

All work shall be done in accordance with relevant legislation(s) and regulation(s). The DWS reserves the right to stop the contractor from executing work, which is not in accordance with the contractor's OHS plan for the site or which poses a threat to the health and safety of persons.

The contractor may not appoint a subcontractor unless the contractor is reasonable satisfied that the subcontractor has necessary competencies and resources to perform work safely. The contractor remains fully responsible for the OHS of the subcontractor and its personnel whilst on site. Any subcontractor appointment shall be approved by the Project Manager. Where a contractor appoints a subcontractor, all OHS Act requirements shall be applicable to the subcontractor. The contractor shall appoint a full-time competent employee in writing as the project supervisor, with the duty of supervising the project.

When the contractor and employees is found contravening OHS Act, the DWS shall stop the work until such time that the contractor implemented corrective measures to the satisfaction of the DWS.

Section 37.2 Appointment

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

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

Risks Identified by the DWS

- The following are the risks associated with this project as identified by the DWS:
- Confined Spaces
- Ring follower gate or isolating equipment failure
- Failure of rigging equipment
- Scaffold and climbing equipment collapse
- Working at height
- Injury due to falling material
- Falling due to slippery surfaces
- Flooding
- Drowning
- Noise due to grinding, blast cleaning, etc
- Injury due to hand tools
- Electrocution
- Moving Machinery
- Back injuries from carrying heavy loads
- Dehydration
- Attack and theft (secluded site)
- Snake bite

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

Lock out

The Contractor shall conduct a risk assessment prior to all tasks.

Prior to decommissioning and commencement of any work, the contractor in conjunction with the Project Manager shall isolate and lock out intake line, valves, actuators and electrical equipment relevant to the scope of work in accordance with the Occupational Health and Safety Act (OHSA). A work permit shall be issued by Umgeni Water before any work commence. The lockout shall be maintained until it is removed by the contractor in conjunction with the Project Manager and Umgeni Water.

Costs of OHS

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

5

INTERPRETATIONS

The Standard Specification: DWS 1601 Paragraph 2 refers.

This Technical Specification shall be read in conjunction with the following:

- Standard Specification: DWS 1601: GENERAL MECHANICAL SPECIFICATION
- Standard Specification: DWS 2020: QUALITY CONTROL SPECIFICATION
- Standard Specification: DWS 9900: CORROSION PROTECTION SPECIFICATION
- Standard Specification: DWS 2510/02: SUPPLY OF VALVES – AUXILIARY DRIVES

The convention in terms of naming and numbering pipes and valves are as follows:

Facing downstream, in the direction of water flow, reference is made to left hand and right hand.

Levels starts at the bottom A, B, C etc proceeding upwards.

Numbering on a level starts UPSTREAM on the left hand side and proceed from left to right until all valves on the most upstream end is numbered. Only then do one move downstream to the next valves and follow the same approach from left to right.

Definitions

Contractor:	The Party to whom the Tender comprising this Technical Specification is awarded.
Corrosion Engineer:	For the purposes of the specification the Corrosion Engineer will be a specialized representative from the Chief Directorate: Strategic Asset Management.
Employer:	Department of Water and Sanitation.
Engineer:	Mechanical & Electrical Engineering Directorate of the Department of Water and Sanitation. For the purposes of this Technical Specification, the Engineer will be represented by the mechanical engineer of the Mechanical & Electrical Engineering Directorate named for "Enquiries" in the front part of the Tender Document.
Installation:	This shall include, as applicable, all handling and transport from storage, all erection and setting to work. All installation shall be done by the Contractor.
Specification:	This Technical Specification together with any references therein to other documents.
Supply:	This shall include, as applicable, the purchase of materials or goods, manufacture and fabrication, any specified corrosion protection measures and any off-site inspection or testing.
Design:	This shall include the submission of design documentation for approval by the Engineer. Such information shall be included in the Tender offer.
Tests on Completion:	This shall include, as applicable, the 'dry' and 'wet' commissioning tests as specified.
Abbreviations	
ABS	: Acrylnitrile-butadiene-styrene
Al	: Aluminium
CI	: Cast iron - grade 220
CS	: Cast steel
DCA	: Die cast aluminium
DFT	: Dry film thickness

FBE	:	Fusion-bonded Epoxy
FBP	:	Fusion-bonded Polyester
FBPE	:	Fusion-bonded Polyethylene
GRP	:	Glass fibre reinforced Polyester
HDG	:	Hot-dip galvanized
HDPE	:	High Density Polyethylene
LHS	:	Left hand side
MS	:	Mild steel (grade 300WA or S355JR)
PC	:	Polycarbonate
PVC	:	Polyvinylchloride
RHS	:	Right hand side
REG	:	Registration
RL	:	Reduced level in metres above sea level (masl)
SG	:	Spheroidal graphite cast iron
SS	:	Stainless steel – grades 304; 304L; 316; 316L; 2205
uPVC	:	Unplasticised Polyvinylchloride
UV	:	Ultra Violet
THK	:	Thickness
3CR12	:	Corrosion resistant steel
µm	:	Micrometre

6 MATERIALS

The Standard Specification: DWS 1601 Paragraph 3 refers.

7 MANUFACTURE

The Standard Specification: DWS 1601 Paragraph 5 refers.

Special attention shall be given to:

- Paragraph 5.1: General,
- Paragraph 5.5: Welding,
- Paragraph 5.6: Bolting and
- Paragraph 5.11: Name plates, Rating plates and Labels.

8 MODIFICATIONS

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

9 ELECTRICAL REQUIREMENTS

All general electrical installation shall be carried out in compliance with the requirements of SANS 10142-1 : Part 1 : Low Voltage Installations (as amended).

An electrical certificate of compliance shall be supplied on completion of the electrical installation.

The General Electrical Specification with particular reference is made to Electrical Cabinets, Wiring of Boards and panels, Moulded Case Circuit Breakers, Low Voltage Cables, Cable Ties, Cable Lugs And Ferrule, Cable Glands and Earthing.

10 CORROSION PROTECTION

Corrosion protection of equipment supplied under this Technical Specification shall conform to :

- Standard Specification: DWS 1601 General Mechanical Specification,
- Standard Specification: DWS 9900 – Corrosion Protection: Part C3 Valves, Flow Meters and Pipes,
- Standard Specification: DWS 9900 – Corrosion Protection: Part C8: Electrical equipment
- Standard Specification: DWS 2020 Quality Control.

Colour coding shall be in accordance with Annexure C5 (brilliant green – G10 for the pipes and valves). Technical details of all corrosion protection products shall be submitted to the Engineer for approval before application.

It is important to note that the Contractor shall be responsible for the condition of the corrosion protection and shall be required to perform remedial corrosion protection repairs where required of all equipment covered by this Specification until commissioning at Site. Any damages up to this point shall be for the Contractor's account. Quality control of corrosion protection shall conform to Standard Specification: DWS 2020 - Quality Control.

Approvals Before Award Of Contract

- (a) The Corrosion Protection System specified in the Project Specification, shall be agreed upon between the Corrosion and Project Engineers.
- (b) Approval by the Corrosion Engineer of the corrosion protection system, procedures and specific materials offered in the Tender. Manufacturer's data sheets or legible copies thereof shall be submitted for each product.
- (c) Acceptance of the Departmental Quality Control Plan for Corrosion Protection - refer to Standard Specification: DWS 2020 QCC1.

Application Approvals

- (a) Qualification of personnel
- (b) Quality of equipment
- (c) Pre-preparation
- (d) Surface preparation
- (e) Application
- (f) Final acceptance

Coating Systems

Special attention shall be given to the coating systems for the following:

- Pipes encased in concrete
- Couplings and Flange adaptors
- Joints
- Fasteners and Anchors
- Stainless steel items

Measuring Equipment

The Contractor shall have the following measuring equipment at his shop or site at all times:

- Ambient temperature gauge
- Blast profile gauge
- Dew point instrument
- Dry film thickness gauge
- Electric insulation defect detector
- Surface temperature gauge
- Relative humidity instrument
- Wet film comb

All test equipment shall have current calibration certification. All instruments shall be calibrated daily, except where otherwise specified by manufacturers, to achieve the required accuracy.

The Standard Specification: DWS 1601: General Mechanical Specification; Paragraph 14 refers.
The quality of the work shall be assured in accordance with the DWS Quality Control Specification,

that is, Standard Specification: DWS 2020. Prior to commencing with the project the Quality Control Plan (QCP) shall be submitted to the DWS for review, acceptance and or approval.

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

12

PACKING AND TRANSPORT

The Standard Specification: DWS 1601: General Mechanical Specification; Paragraph 12 refers. This includes the on-site damage to other equipment due to the activities of the Contractor.

Prior to despatch all parts shall be adequately protected by painting or by other means for the whole period of transit, storage and erection, against corrosion and incidental damage, including the effects of vermin, sunlight, rain, temperature, wind blown sand and humid atmospheres. The Contractor shall be responsible for the equipment being so packed and/or protected as to ensure that it reaches the Site intact and undamaged. The equipment shall be packed to withstand rough handling in transit and all packages shall be suitable for storage including possible delays in transit.

The Contractor shall be deemed to have included in the pricing schedule or the Bill of Quantities for all materials and packing cases necessary for the safe packing and transport of the equipment. All transporting arrangements shall be to the satisfaction of the Engineer.

Cases containing small items shall not weigh more than 500 kg gross.

Bolts in strong hessian bags and other small components shall be labelled and crated. The crates shall be tagged using metallic tags and shall indicate the following information:

- Contract number;
- Project name;
- Part numbers;
- Description;
- Sizes; and
- Quantities.

Each bag or crate shall have the delivery address listed on a separate metallic tag.

Every crate or package shall have a general description of its contents shown on a packing list in a waterproof transparent envelope attached to the outside of the crate or package. The Delivery Certificate Form ME 2, included in the Specification, shall be used for this purpose. A duplicate copy of the packing list shall be issued to the Engineer. The Department shall not accept any responsibility for items not listed on the Consignment Notes.

Items shall be clearly marked for identification against the packing list.

All crates, packages, steel fabrications and machinery shall be clearly marked with a waterproof material to show the weight, the position to which slings may be attached and shall have an indelible identification mark relating them to the packing lists

During transport, non-packaged items shall be held securely in position on sufficient padded blocks as are necessary to give adequate and safe support and, inter-alia, to militate against the possibility of brinelling of bearings en route to Site. Stainless steel items shall be packed in a way that prevents contamination.

The use of ropes, wire ropes or chains without suitable padding is expressly forbidden.

All the necessary balks of timber or sawdust bags to support the components on soil, concrete or other hard surface and to separate them from each other in transit and at Site shall be provided by the Contractor free of charge.

When loading onto vehicles, precautions shall be taken to support and chock the components to prevent movement. Components shall be firmly lashed or chained with padded lashing, supported on sawdust bags. The area of padded surfaces shall be adequate to prevent damage to the coating.

Items may be inspected on arrival at the Contractor's end delivery point and any repairs necessary shall be to the cost of the Contractor. Any damage that occurs during the handling and storage of equipment and components at the Manufacturer's/Contractor's Works, including transportation to Site, shall be repaired by the Manufacturer/Contractor at his own cost, in accordance with the Specification and to the approval of the Engineer. Damage to corrosion protection shall only be carried out by a specialist corrosion protection applicator.

13

COMPULSORY SITE INSPECTION

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

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

The technical representatives representing the contractor at the compulsory site briefing must provide proof of association to the contracting company.

The technical representative shall wear minimum safety equipment of closed footwear with a hard cap.

The prevailing Covid protocols and social distancing shall be enforced as far as reasonably practical.

The Tenderer shall bear all costs associated with his visit or visits to the Site and his attendance at the Pre-Tender Meeting.

14 SITE INSPECTION CERTIFICATE

This is to certify that I, _____

Representative of (Tenderer) _____

Affiliation with Contractor _____
(proof of Technical representative's affiliation with the Contractor required)

Of (address) _____

Telephone No: _____

In the company of (Engineer) _____

Visited the site on _____

Having previously studied the documents, I carefully examined the site and equipment. I have made myself familiar with all the equipment likely to influence the work and the cost thereof.

I further certify that I am satisfied with the description of the work and the explanations given by the Engineer and I understand perfectly the work to be done, as specified and implied, in the execution of this Contract.

Signed on behalf of the Tenderer

(PRINT NAME AND SIGNATURE)

Engineer / DWS Representative

(PRINT NAME AND SIGNATURE)

Witness (PRINT NAME AND SIGNATURE)

15

BILL OF QUANTITIES

Bill of quantities shall be submitted with bid documents.

	Description	Unit	QTY	Rate	Amount
1	Design, manufacture, supply, factory acceptance testing of one power pack and control panel.	Sum	1		
2	Removal of old power packs, control panels and piping including delivery to Midmar dam, Howick	Sum	1		
3	Design, manufacture, supply, delivery to site and Installation of piping to jet flow valves, inclusive of load holding blocks.	Sum	1		
4	Design, manufacture, supply, delivery to site and Installation of piping to sleeve valves, inclusive of load holding blocks.	Sum	1		
5	Delivery to site, installation, testing and commissioning of power pack inclusive of full scope of supply.	Sum	1		
6	Supply of O&M Manuals and drawings.	Sum	1		
7	Supply and installation of operating instructions.	Sum	1		
8	Supply of training.	Sum			

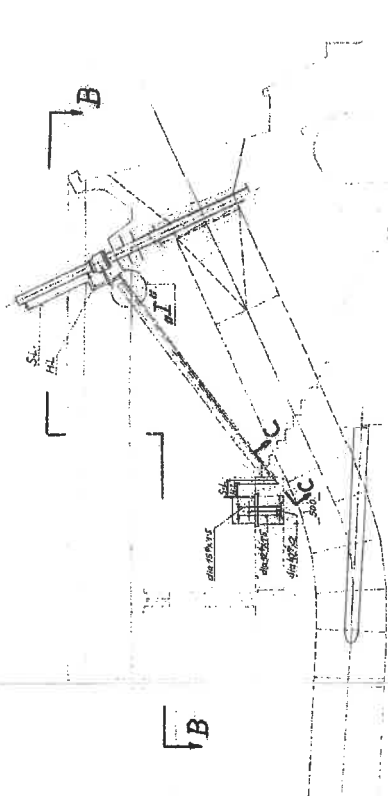
16

DRAWINGS

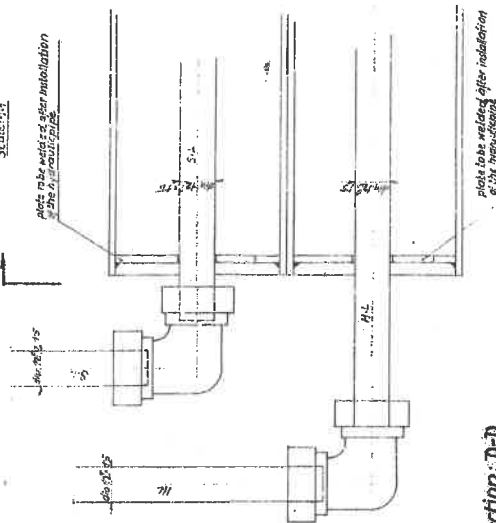
The following drawings are attached for reference:

- 54 168
- 54 203
- 68 337
- 68 417
- 68 426
- 68 429
- 74 491

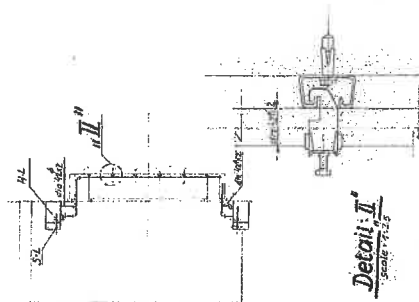
Detail: 1" = 1'-0"



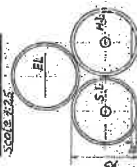
Section: C-C
Scale: 1:4



Section: D-D



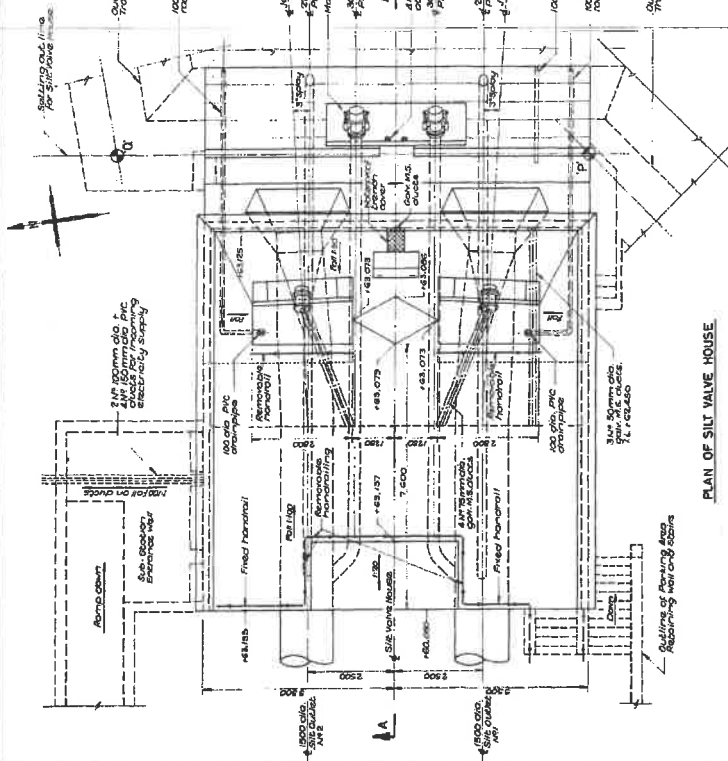
Detail: II



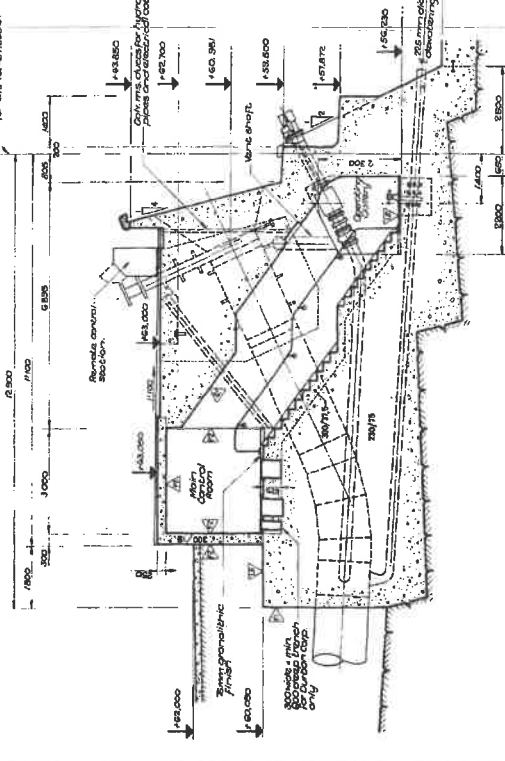
HL Hydraulic pipe for lifting; dia 124 x 150 x 2190 ft. New, Nov 15
SL Hydraulic pipe for lowering dia 124 x 150, acc. Nov 23 98. N.Y.

EL-800

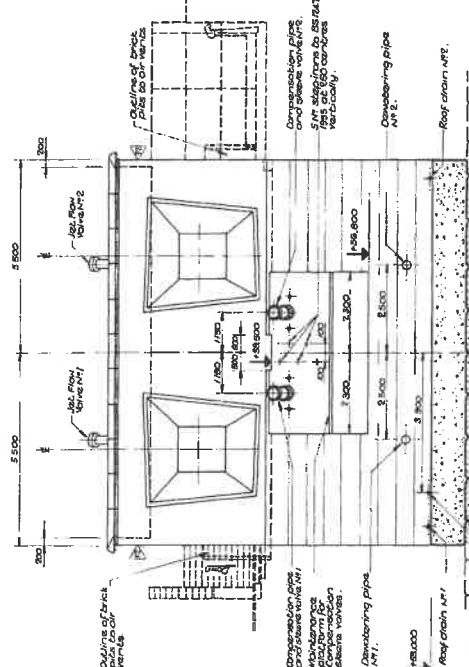
[illegible][illegible]



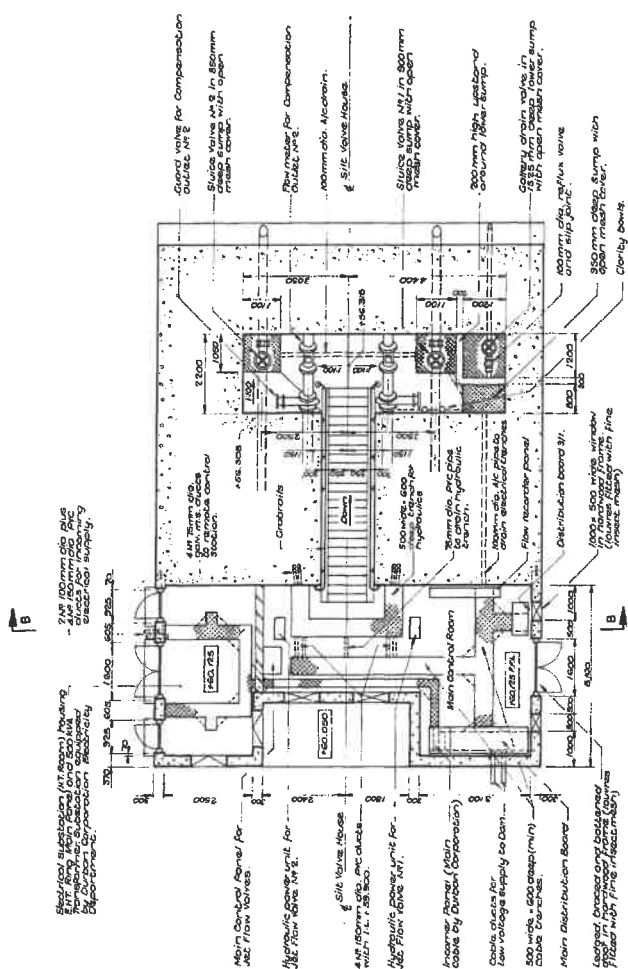
PLAN OF SILT VALVE HOUSE



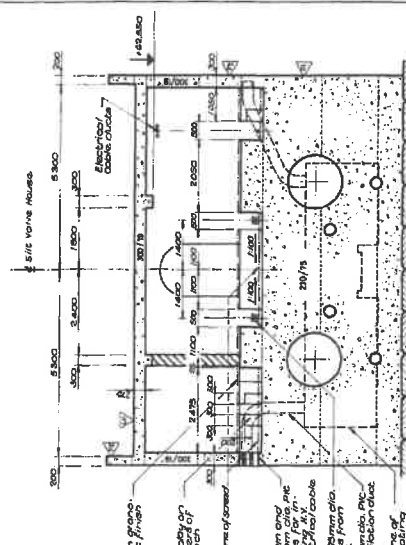
SECTION A-A ON C of SILT VALVE HOUSE



ELEVATION ON EAST WALL OF SILT VALVE HOUSE



PLAN OF MAIN CONTROL ROOM, ELECTRICAL SUB-STATION AND OPERATING GALLERY



SECTION B-B

RECORD DRAWING			
NATL.	DEPARTMENT OF WATER AFFAIRS	NANDA	
HOLDOT RIVER GOVERNMENT WATER WORK			
HAZELMERE DAM			
CONTRACT № W 5130 of 1973			
SILT VALVE HOUSE			
ARRANGEMENT AND DETAILS			
Gibb Hawkins and Partners		DATE :	
Consulting Engineers		JANUARY 1979	
Also Review Notes		REV. No.	
Revised		74491/79	
F. HOLLINGWORTH		J. B. HILL	
W.C.S. LODGE		J. B. HILL	

1. This drawing is not to be scaled.
2. This drawing is to be read in conjunction with the following

54300-75	Arrangement of Elements and Architectural Structures.
54300-76	Arrangement of Mechanical Equipment in Motor Tonnage.

3. Items marked * supplied under separate contract but erected under this Sub-contract.

LEGEND

100W, 220V, Bulb/Good weatherproof light fittings.

--- 220V, 5A, weatherproof rotary switch.

2. — 580V, 50A, TP, 4 Pin welding socket and plug.

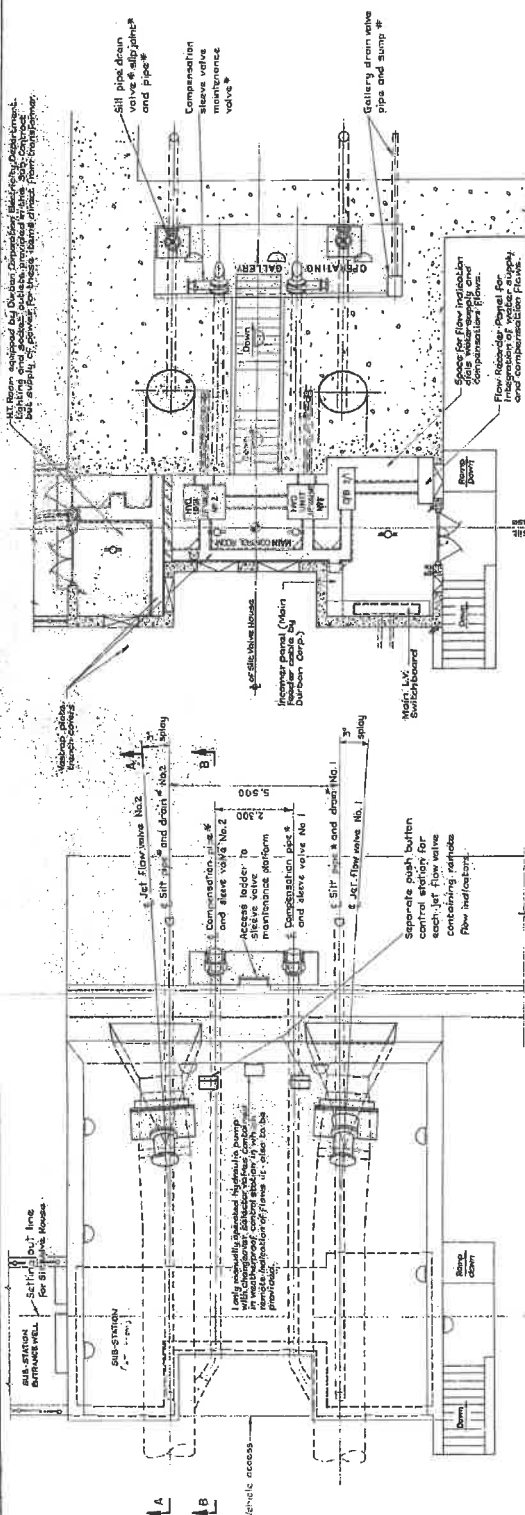
THE UNIVERSITY OF CHICAGO

—Twin GSW, 220V, weatherproof fluorescent light fitting of the switchgear standard type.

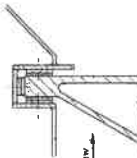
TENDER DRAWING

NATAL	DEPARTMENT OF WATER AFFAIRS MOLTO RIVER GOVERNMENT WATER WORK HAZELMEERE DAM	1941 DEC. 1973 7252/77 & Wier, J. Z
CONTRACT NO W5300 of 1973 SUB-CONTRACT NO 1 to CONTRACT NO W5130 ARRANGEMENT OF MECHANICAL EQUIPMENT IN SILB WATERS HOUSE		
SIBB, Hawkins and Partners Consulting Engineers		Marriage de Korte Street.

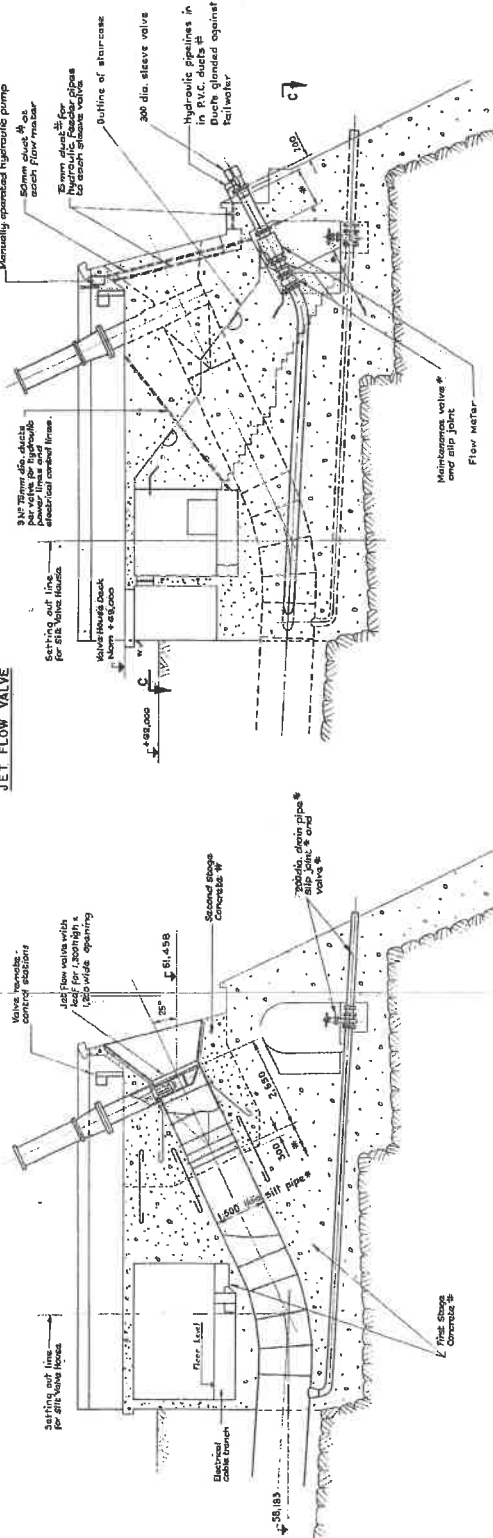
SCALE.



PLAN ON SILT HOUSE



TYPICAL SECTION THROUGH



NON
FIRE

1
0
3
9
-
6
0
1
1
0

EVALUATION CRITERIA

The 80/20 preference points system as prescribed in the **Preferential Procurement Regulations, 2017**, will be applied to evaluate this proposal. Proposals received will be evaluated on the three (3) phases namely:

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

Phase 1: Administrative Compliance and Mandatory requirements

The following mandatory requirements shall apply:

No	COMPULSORY RETURNABLE DOCUMENTS	Yes	No
1	Active registration with CIDB with a minimum of Grade 2ME.		
2	Duly completed and signed compulsory site briefing certificate.		

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

No	Criteria	Yes	No
1	Tax compliant with SARS (to be verified through CSD and SARS)		
2	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC)		
3	Complete, sign and submit Standard Bidding Documents forms (SBD1, SBD3.1, SBD6.1, SBD8, SBD9)		

Phase 2: Functionality and Technical 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. Bidders who fail to obtain a minimum score for each criterion will be disqualified.

The weight that will be allocated to each functionality criteria 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 archived weight of the criterion.

Criteria	Points Value	Weight of criterion	Bidder score
Company Track Record / Contactable references Bidders must submit signed reference letters from previous clients/employers. • 5 Signed letters for relevant completed projects: score (5) • 4 Signed letters for relevant completed projects: score (4) • 3 Signed letters for relevant completed projects: score (3) • 2 Signed letters for relevant completed projects: score (2) • 1 Signed letters for relevant completed projects: score (1)		35 (21)	
Ability and Capability / Team capability Qualifications and experience of key personnel proposed for this project. • Team 10 years or more relevant experience: score (5) • Team 8 years or more relevant experience: score (4) • Team 6 years or more relevant experience: score (3) • Team 4 years or more relevant experience: score (2) • Team 2 years or more relevant experience: score (1)		30 (18)	
Availability of relevant equipment and resources to complete the project. • The Contractor has the relevant equipment to strip, machine, rebuild, abrasive blast clean and coat the valve: score (5)		35 (21)	
TOTAL			

Technical compliance requirements:

- Full compliance to the requirements by indicating compliance or non-compliance on the table requirements. Bidders must indicate compliance by means a (Yes) and non-compliance by means of a (No).
- A bidder who fails to comply with the below requirements will be disqualified and not considered for further evaluation.

ITEM	DESCRIPTION	QTY	COMPLIANCE		DEVIATION
			YES	NO	
1	Does the hydraulic power pack comply with specification in full?	1			
2	Does the electrical control panel comply with the specification in full?	1			
3	Does the Operation and maintenance manual and drawings comply with the specification in full?	1			
4	Does the offer comply with Standard Specification: DWS 1601: GENERAL MECHANICAL SPECIFICATION?	1			
5	Does the offer comply with Standard Specification: DWS 2020: QUALITY CONTROL SPECIFICATION?	1			
6	Does the offer comply with Standard Specification: DWS 9900: CORROSION PROTECTION SPECIFICATION?	1			
7	Does the offer comply with Standard Specification: DWS 2510/02: SUPPLY OF VALVES – AUXILIARY DRIVES?	1			

Phase 3: 80/20 Principle will be applied in terms of the Preferential Procurement Regulations, 2017

During this phase, quotations will be evaluated based on 80 points for price and 20 points for attaining the B-BBEE Status Level of Contributor in accordance with the table under SBD6.1. 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 quotations 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 the Close Corporation Act. EMEs are allowed to submit a sworn affidavit in a template 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.

Further evaluation is based on Price and Preference (80/20) after the minimum score has been achieved by the bidder.

B-BBEE points

Bidders should note that points may be claimed for B-BBEE in terms of the Preferential Procurement Regulations, 2011. Such claim should be accompanied by either an original or certified copy of a B-BBEE Contribution Level certificate issued by a SANAS-accredited agency or Auditors or a letter from a company Accountant in case of an Exempted Micro Enterprise (EME).

Procurement Preferencing (B-BBEE Level Certification)	Point Allocation
B-BBEE Level 1 Certifications	20
B-BBEE Level 2 Certifications	18
B-BBEE Level 3 Certifications	14
B-BBEE Level 4 Certifications	12
B-BBEE Level 5 Certifications	8
B-BBEE Level 6 Certifications	6
B-BBEE Level 7 Certifications	4
B-BBEE Level 8 Certifications	2
<i>Non-Compliant Contributor</i>	0
Total	20

The financial proposal should be detailed and broken down into specific fee categories and be VAT inclusive.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPT WATER AND SANITATION: EASTERN OPERATIONS

BID NUMBER:	WQ11097WTE	CLOSING DATE:	05 NOVEMBER 2021	CLOSING TIME:	11:00AM
-------------	------------	---------------	------------------	---------------	---------

DESCRIPTION	MDLOTI RIVER GWS: HAZELMERE DAM: UPGRADE OF HYDRAULIC SYSTEM
-------------	--

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

☐ No

B-BBEE STATUS
LEVEL SWORN
AFFIDAVIT

☐ Yes

☐ 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.)**

TOTAL NUMBER OF ITEMS OFFERED

**TOTAL BID PRICE (ALL
INCLUSIVE)**

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT/ PUBLIC ENTITY

WATER AND SANITATION

CONTACT PERSON

DIRK BRUNE

CONTACT PERSON

NISHAN SINGH

TELEPHONE NUMBER

0823263706

TELEPHONE NUMBER

033-2391216

FACSIMILE NUMBER

FACSIMILE NUMBER

0828865639

E-MAIL ADDRESS

BRUNED@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

- | | |
|--|--|
| 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 |

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.

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

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.



TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate**Purpose**Select the applicable option Tenders ☐ Good standing ☐

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

Particulars of applicantName/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

Fax
no

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

Fax
no

E-mail address

Physical address

Particulars of tender (If applicable)

Tender number

Estimated Tender
amount

R

Expected duration
of the tender

year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

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

YES

NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.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**Declaration**

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

Date

Name of applicant/
Public Officer**Notes:**

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - 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 ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- 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:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- 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 least 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

.....

.....



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

ANNEXURE B

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.

"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.

"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



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

SBD 8

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: WQ11097WTE
Closing Time 11:00	Closing date: 05 NOVEMBER 2021

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	MDLOTI RIVER GWS: HAZELMERE DAM: UPGRADE OF HYDRAULIC SYSTEM	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.

TABLE OF CLAUSES

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2. Application
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27. Settlement of disputes
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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.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 ~~Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.~~
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)