



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

DUE AT 11:00 ON

**(CLOSING DATE)**

**27 NOVEMBER 2023**

**DWS22-1023 WTE**

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO SUPPLY AND DELIVER  
VARIOUS TYPES OF VALVES FOR A PERIOD OF 36 MONTHS TO DWS  
CONSTRUCTION NORTH**

**SUBMIT BID DOCUMENTS TO:**

**POSTAL ADDRESS:**  
DIRECTOR-GENERAL:  
WATER AND SANITATION  
PRIVATE BAG X313  
PRETORIA, 0001

**OR**

**TO BE DEPOSITED IN:**  
THE BID BOX AT THE ENTRANCE  
OF ZWAMADAKA BUILDING  
157 FRANCIS BAARD STREET  
PRETORIA, 0001

Compulsory Briefing Session

Date: 16 November 2023

Time: 09H00

Venue: DWS Construction Site Office – Nandoni Dam

GPS Coordinates: **22°58'40.74"S 30°36'20.06"E**

**BIDDER: (Company Address or Stamp)**

**COMPILED BY: CONSTRUCTION**

## **DEPARTMENT OF WATER AND SANITATION**

**DWS22-1023 WTE**

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO SUPPLY AND DELIVER  
VARIOUS TYPES OF VALVES FOR A PERIOD OF 36 MONTHS TO DWS CONSTRUCTION  
NORTH**

### **CONTENTS**

INVITATION TO BID (SBD 1)

SECTION 1: LEGALITIES

SECTION 2: TENDER DATA

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	DWS22-1023 WTE	CLOSING DATE:	27 November 2023	CLOSING TIME:	11H00
DESCRIPTION	<b>APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO SUPPLY AND DELIVER VARIOUS TYPES OF VALVES FOR A PERIOD OF 36 MONTHS TO DWS CONSTRUCTION NORTH</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
THE BID BOX AT THE ENTRANCE					
OF ZWAMADAKA BUILDING					
157 FRANCIS BAARD STREET					
PRETORIA , 0001					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Bid Office		CONTACT PERSON	Mr J. Odendaal	
TELEPHONE NUMBER	012 336 8505/7596/8241/8151		TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	BidenquiriesWTE@dws.gov.za		E-MAIL ADDRESS	odendaalj@dws.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

## **DEPARTMENT OF WATER AND SANITATION**

### **DWS22-1023 WTE**

#### **APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO SUPPLY AND DELIVER VARIOUS TYPES OF VALVES FOR A PERIOD OF 36 MONTHS TO DWS CONSTRUCTION NORTH**

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5. National Treasury General Conditions of Contract

## **DEPARTMENT OF WATER AND SANITATION**

### **DWS22-1023 WTE**

#### **APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO SUPPLY AND DELIVER VARIOUS TYPES OF VALVES FOR A PERIOD OF 36 MONTHS TO DWS CONSTRUCTION NORTH**

#### **1. INSTRUCTIONS TO BIDDERS**

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8. Telegraphic bids
9. The Department's right to decline any bid
10. Department is not liable for bidder's expenses
11. Payments made under this contract
12. Evaluation Criteria
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14. Results of bids

## **INSTRUCTIONS TO BIDDERS**

### **1. ISSUING OF DOCUMENTS**

- (a) A complete set of bid documents are available from the DWS website.
- (b) Bidders must satisfy themselves that the document is complete and conform to the index of this document. Should any figures or writing be indistinct, or should any pages be missing from this document, or should this document contain any obvious errors, the Bidders must immediately notify the Department to have any discrepancy rectified or clarified before submitting his bid. Such clarification will be valid only if made by the Department by means of formal amendment as described hereunder prior to the date of submission of bids. The Department may issue amendments to clarify or modify the Bid Documents. A copy of each amendment will be issued to each bidder and shall be acknowledged on the form issued with the amendments. No claim whatsoever will be entertained for faults in the bid price resulting from the above-mentioned discrepancies.
- (c) No alterations, omissions or additions shall be made to this document, but should it be deemed necessary to do so, the Bidder is at liberty to qualify his bid.
- (d) All Bidders shall be deemed to have waived, renounced and abandoned any conditions printed or written upon any stationery used by them for the purpose of or in connection with the submission of bids which conflict with the conditions laid down in this document.
- (e) Each page of the completed document that will be submitted should be initialled by the Bidder at the bottom of the page.

### **2. QUERIES WITH RESPECT TO THIS BID**

Queries of a specific technical nature should be directed to J. Odendaal in writing to: The Director, Construction Support, Department of Water and Sanitation at [odendaalj@dws.gov.za](mailto:odendaalj@dws.gov.za). /

Queries related to bidding procedure should be directed to the Bid Office in writing to the following email address [BidenquiriesWTE@dws.gov.za](mailto:BidenquiriesWTE@dws.gov.za)

### **3. COMPLETION OF BIDS**

- (a) The bid must be signed on the Invitation to Bid form (SBD 1) annexed hereto with all blanks in the bid and the appendix filled in.
- (b) All spaces in the bid forms and other annexures shall be completed in full.
- (c) Section 3 in the bid document and the Pricing Schedule must be fully completed and priced out by the bidder, including the section dealing with price escalation. Failure to do so will deem your bid invalid.
- (d) The bid documents shall not be separated in any way, nor must any pages be detached from the original documents.

### **4. SUBMISSION OF BIDS**

The Bid Document shall be completed, signed, and submitted as follows:

- (a) The original Bid, together with a covering letter and supporting documents, shall be sealed in an envelope endorsed:

**"ORIGINAL DWS22-1023 WTE FOR BID THE SUPPLY AND DELIVERY OF VARIOUS TYPES OF VALVES FOR A PERIOD OF 36 MONTHS TO DWS CONSTRUCTION NORTH "**

and the name of the Bidder shall be clearly shown.

- (b) Bids sealed and endorsed as above, should be deposited in the bid box at the entrance of the ZwaMadaka Building, 157 Francis Baard Street, Pretoria and not later than 11:00 on the date stipulated on the front cover of this document.
- (c) The successful bidder will be required to submit a "Letter from the manufacturer/ supplier" confirming the supply arrangement at the closing time of the bid. Failure to comply with this requirement shall result in the bid being disqualified.

## **5. SIGNATURE ON BIDS**

If the bid is submitted by joint venture of more than one person and/or Companies and/or firms it shall be accompanied by the following:

- (a) The original or a notarial certified copy of the original document under which such joint venture was constituted which must define precisely inter alia the conditions under which the joint venture will function, its period of duration and the participation of the several constituent persons and/or companies and/or firms.
- (b) A certificate signed by or on behalf of each participating person and/or company and/or firm authorising the person who signed the bid to do so.

## **6. GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract (National Treasury 2010), as attached shall be regarded as an integral part of the contract documents.

## **7. BIDDERS TO COMPLY WITH DOCUMENTS**

Where applicable, Bidders must allow in their Bids for all labour, material, machinery, and everything necessary for the execution and completion of the Contract in accordance with the bid documents. No alterations may be made in the Invitation to Bid, Schedule of Quantities or other documents and the bid will be deemed to comply entirely with the terms of the documents.

## **8. TELEGRAPHIC BIDS**

No bid forwarded by telegram, telex, facsimile, e-mail, or similar apparatus will be considered.

## **9. THE DEPARTMENTS RIGHT TO DECLINE ANY BID**

The Department does not bind itself to accept the lowest or any bid.

## **10. DEPARTMENT NOT LIABLE FOR BIDDER'S EXPENSES**

The Department will not be held liable for any expenses incurred in preparing and submitting bids.

## **11. PAYMENTS UNDER THE CONTRACT**

All payments due to the Bidders in terms of the contract will be done by means of Electronic Fund Transfer.

## **12. EVALUATION CRITERIA**

- Bids will be evaluated in three (3) phases as per Preferential Procurement Regulations, 2022 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000 (PPPFA). Three (3) evaluation phases are as follows:



Phases	Evaluation Criteria	Weighting
Phase 1	Mandatory Requirements	Compliance
Phase 2	Functionality Requirements	Threshold of 70 points
Phase 3	Administrative Requirements	Compliance

#### Phase 1:

##### Mandatory Requirements

Failure to submit any of the documents listed below will render your bid non-responsive and will be disqualified.

**Yes - list the relevant documents required on the table below**

**Table 1**

No	Criteria	Yes	No
1	Attendance of compulsory briefing session		
2	A letter from the manufacturer/ supplier confirming supply arrangements		
3	Provide a certificate of compliance in accordance with SANS 664		
4	Provide a certificate of compliance in accordance with SANS 191		
5	Provide a certificate of compliance in accordance with BS EN 593 for Butterfly valves		

**NOTE: Bidders (if not manufacturer) to submit certificate of compliance from the manufacturer confirming SANS compliance**

#### Phase 2:

##### Functionality Table (minimum score of 70)

Bidders shall then be evaluated on functionality after meeting all compliance requirements outlined above. The minimum threshold for technical/functionality requirements is 70% as per the standard Evaluation Criteria presented in Table below. Bidders who score below this minimum requirement shall not be considered for further evaluation in Phase 3.

ITEM	CRITERIA	WEIGHT
1	Company Experience	60
2	Transportation and handling equipment (ownership)	40
<b>TOTAL</b>		<b>100</b>

No.	Criteria	Points Value	Weight of Criterion	Bidder Score
1.	<b>Company Experience</b>  The tenderer must provide reference letters where the supply and delivery of materials was carried out successfully with minimum value of R2 million.  Provide signed client reference letters with contact details to enable verification		<b>60</b>	
	5 or more projects	60		
	4 projects	48		
	3 projects	36		
	2 projects	24		
	1 project	12		
2.	<b>Transportation and handling equipment (ownership)</b> The Bidder to provide evidence of plant, vehicles and machinery owned or to be hired/rented to carry out the project.  Registration Certificates of the plant or the letter from the Lessor confirming the agreement should be attached. Failure to submit will result in zero points for Transportation and handling equipment.		<b>40</b>	
	Truck and Forklift -Owned	40		
	Truck only - Owned	27		
	Forklift only- Owned	13		
	Truck and Forklift – To be Hired	30		
	Truck only – To be hired	20		
	Forklift only- To be hired	10		
<b>TOTAL MAXIMUM POINTS</b>			<b>100</b>	

### Phase 3:

#### Administrative Compliance:

Bidders are required to comply with the following listed below:

No	Criteria	Yes	No
1	Companies must be registered with National Treasury's Central Supplier Database and must submit CSD report. Provide MAAA number on SBD1		
2	Tax compliant with SARS. Attach Tax Compliance status PIN page (to be verified through CSD or SARS).		
3	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach copy of CIPC / CIPRO certificate.		
4	An original or certified copy of B-BBEE Status Level Verification Certificate or a valid original sworn affidavit (failure to submit, the Bidder will forfeit the relevant points allocated for B-BBEE under specific goals)		
5	A valid letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and or third parties' insurance registered with Financial Service Board		
6	Initial and sign Section 2 Tender data		
7	Letter of appointment of duly authorized person to sign bid. Proof of such authority must be submitted with the bid.  If by an individual, must be signed by that individual or by someone on his behalf duly authorised thereto and proof of such authority must be produced.  If the bid is by a Company, it must be signed by a person duly authorised thereto by a Resolution of a Board of Directors a copy of which Resolution, duly certified by the Chairman of the Company is to be submitted with the bid.		
8	The stipulated minimum threshold percentage for local production and content of valves products and actuators as per stipulated by the Department of Trade and Industry (DTi) is applicable. Please make yourself aware of the stipulated minimum threshold percentage of the specific item(s) as per the specifications. Annexure C need to be complete and is available on the Department: Trade and Industry website. ( <a href="http://www.thedti.gov.za">www.thedti.gov.za</a> ).		
9	Fully completed and signed SDB1, SBD 4, SBD 6.1, Annexure C (Local Production and Content)		

### APPOINTMENT STRATEGY

The Department intends to appoint a panel of service providers. The quotations will be requested from successful bidders who formed part of the panel. A bidder who scores the highest points for price and specific goals will be appointed. Request for quotations for materials will be as and when required.

#### 13 REJECTION OF BID

Bids not complying with the above-mentioned requirements and specifications may be regarded as incomplete and may not be considered.

#### 14. RESULTS OF BIDS

Results of non-acceptance of bids will be sent to individual unsuccessful bidders. Particulars of accepted bids are published in DWS website.

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

**SBD 6.1**

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

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

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

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**1. GENERAL CONDITIONS**

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

**2. DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

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

$P_t$  = Price of tender under consideration

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



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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
<b>Women Ownership</b>	2	
<b>Disability Ownership</b>	2	
<b>Youth Ownership (35 and below)</b>	2	
<b>Location of enterprise (local equals province) Limpopo</b>	1	
<b>B-BBEE status level contribution from level 1 or 2 which are QSE or EME</b>	3	
<b>Total points for SPECIFIC GOALS</b>	<b>10</b>	

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;

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

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

## PREFERENCING SCHEDULE IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

**NB: BEFORE COMPLETING THIS FORMS, TENDERES MUST STUDY THE GENERAL CONDITIONS, BIDDERS MUST STUDY THE CONSITIONS: DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

### 1 Preference

Preferences shall be granted in respect of the following:

#### 1.1 Ownership by women, people with disabilities and youth

The percentage shareholding of an enterprise as at the closing time for submissions of natural persons who are women, people with disabilities or youth as evidenced by:

- a) voting rights that are not subject to any limitation; and
- b) economic interest.

where

**people with disabilities** are people who have a long-term or recurring physical or, mental, intellectual or sensory impairment which, in interaction with various barriers, may substantially limit their prospects of entry into, or advancement in, employment

**youth** are people aged between 14 and 35

#### 1.2 Local enterprise

An enterprise which operates from a building together with its land and outbuildings located within the boundaries of the . . . . . or . . . . . Province as at the closing time for submissions

#### 1.2 B-BBEE status level contributors from level 1 or level 2 who are Exempted Micro Enterprises or Qualifying Small Enterprises

The status of an enterprise as measured in accordance with the provisions of **an applicable code of good practice** issued in terms of Section 9(1) of the B-BBEE Act of 2003 as at the closing time for submissions.

Note: The Construction Sector Code applies to the B-BBEE compliance measurement of all entities that fall within the Construction Sector i.e. all enterprises who derive more than 50% of their annual Revenue from Construction Related Activities.

### 2 Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide in support of their claim the following in relation to their claim, failing which their claims for preferences will be rejected:

Preference applied for	Verification document
Ownership by women	Completed Percentage Ownership Affidavit (Annexure 1)
Ownership by people with disabilities	
Ownership by youth	
Location of enterprise	Completed Location of enterprise affidavit (Annexure 2) and proof of ownership of premises or a valid rental agreement with the owner of such premises
B-BBEE status level of contributor	B-BBEE Verification Certificates issued by a verification agency accredited by the South African National Accreditation System (SANAS) (see <a href="http://www.sanas.co.za/Pages/index.aspx">www.sanas.co.za/Pages/index.aspx</a> ) or, in the case of an Exempted Micro Enterprise or a Qualifying Small Enterprise, if permitted in terms of the relevant code, a duly

	<p>completed sworn affidavit on the relevant and appropriate form obtained from one the following websites:</p> <ul style="list-style-type: none"> <li>o <a href="http://www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-QSE-Gen.pdf">www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-QSE-Gen.pdf</a></li> <li>o <a href="http://www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-EME-Gen.pdf">www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-EME-Gen.pdf</a></li> <li>o <a href="http://www.abp.org.za/wp-content/uploads/2018/03/Final-CSC-EME-Affidavit-March-2018-2.pdf">www.abp.org.za/wp-content/uploads/2018/03/Final-CSC-EME-Affidavit-March-2018-2.pdf</a></li> </ul>
--	--

### 3 Preferences points offered and claimed

The preference points offered by the Employer in accordance with the provisions of the Preferential Procurement Policy Framework Act of 2022 and claimed by the tenderer are as follows:

Preference claimed		Number of preference points allocation		Preference claimed (tick relevant block)
		90/10 preference points system	80/20 preference points system	
Ownership	by women	Up to 2	Up to 5	
	by people with disabilities	Up to 2	Up to 5	
	by youth	Up to 2	Up to 5	
Location of enterprise	<i>[insert provinces where project is located]</i>	1	2	
B-BBEE status	Level 1 or level 2 contributors who are Exempted Micro Enterprises or Qualifying Small Enterprises	3	3	

where points claimed for ownership are calculated separately for each type of ownership in terms of the following formula:

90 / 10 preference points system:  $NO = 2 \times PS / 100$

80 / 20 preference points system:  $NO = 5 \times PS / 100$

where

NO = number of points awarded to tenderer claiming a preference for ownership by women, people with disabilities or youth

PS = percentage shareholding by women, people with disabilities or youth as declared in the Percentage Ownership Affidavit

### 4 Declaration

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the tenderer, confirms that he/she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences which are claimed.

Signature:.....

Name:.....

Duly authorised to sign on behalf of:.....

Telephone: ..... Date: .....

Name of witness: ..... Signature of witness:.....

**Note:** Failure to complete the declaration will lead to the rejection of a claim for a preference.

**ANNEXURE 1: Percentage Ownership Affidavit**

I, the undersigned,

full name and surname .....

identity number .....

hereby declare under oath that

1) I am a member / director / owner of the enterprise:

name : .....

trading name, if applicable .....

registration number: .....

physical address: .....

.....

in which the following natural persons who are women, people with disabilities or youth at the time of the tender submission have

a) voting rights that are not subject to any limitation; and

b) economic interest.

as indicated below

Name	Economic interest (%)			Identity number
	Women	People with disabilities	Youth	

Where:

**people with disabilities** are people who have a long-term or recurring physical or, mental, intellectual or sensory impairment which, in interaction with various barriers, may substantially limit their prospects of entry into, or advancement in, employment

Note: The Code of Good Practice on Employment of Persons with Disabilities (2015) considers “substantially limit” as *“if in its nature, duration or effects it substantially limits the person’s ability to perform the essential functions of the job for which they are being considered”* and points out that *“some impairments”* are so easily controlled, corrected or lessened that they have no limiting effects.

**youth** are people aged between 14 and 35

- 2) the contents of this statement are to the best of my knowledge a true reflection of the facts;
- 3) I know and understand the contents of the affidavit and I have no objection to take the prescribed oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

**Deponent signature:**

**Date:**

**Commissioner of oaths  
Signature and stamp**

**ANNEXURE 2: Location of enterprise affidavit**

I, the undersigned, full name and surname .....  
Identity number .....

hereby declare under oath that

- 1) I am a member / director / owner of the enterprise:

name : .....

trading name, if applicable .....

registration number: .....

physical address: .....

.....  
which is an enterprise which operates from a building together with its land and outbuildings  
located within the boundaries of the (*name*) Province as at the closing time for submissions

- 2) the contents of this statement are to the best of my knowledge a true reflection of the facts;
- 3) I know and understand the contents of the affidavit and I have no objection to take the prescribed  
oath binding on my conscience and on the Owners of the Enterprise which I represent in this  
matter.

**Attach** proof of ownership of premises or a valid rental agreement with the owner of such premises

**Deponent signature:**

**Date:**

**Commissioner of oaths**  
**Signature and stamp**



**DEPARTMENT OF WATER AND SANITATION**

**DWS23-1023 WTE**

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO SUPPLY AND DELIVER  
VARIOUS TYPES OF VALVES FOR A PERIOD OF 36 MONTHS TO DWS  
CONSTRUCTION NORTH**

**SECTION 2:**            **TENDER DATA**

**CONTENTS**

1.        STIPULATIONS

## TENDER DATA

Initial next to each clause in this section.

Bidders are required to sign at the end of this Section

	STIPULATIONS	INITIAL
1.	<b>SUPPLIER OF PRODUCT</b>  The successful bidder will be required to submit a "Letter from the manufacturer/ supplier" confirming the supply arrangement at the closing time of the bid. Failure to comply with this requirement shall result in the bid being disqualified.	
2.	<b>SERVICE</b>  The service to be rendered is:  i) The supply and delivery of various valves to Tzaneen Dam	
3.	<b>SITE</b>  The Department of Water and Sanitation Construction North sites is situated on the following GPS Coordinates.  <b>Tzaneen Dam</b> Coordinates - 23°47'54.32" S 30°10'11.22" E  <b>Babanana Water Project</b> Coordinates: 23° 44.927'S 30° 29.569'E  <b>Giyani Water Service Project</b> Coordinates: 23°19'10.61"S 30°43'37.71"E  <i>Any other new project within the Municipality.</i>  <b>Nandoni Dam Remedial Action Project, Nandoni Dam</b> Coordinates - 22°58'40.74"S 30°36'20.06"E  <b>Makhado Bulk Water Supply</b> Coordinates: 23° 4'44.84"S 30° 1'26.40"E  <b>Nzhelele Rehabilitation Canal</b> Coordinates: 22°36'53.90"S 30° 9'34.67"E  <i>Any other new project within the Municipality.</i>	
4.	<b>STANDARDS, SPECIFICATIONS AND DEFINITIONS</b>	
4.1	<b>STANDARDS</b>  All valves shall be in accordance with the following DWS specifications: <ol style="list-style-type: none"> <li>1. DWS 2510: Supply of Valves</li> <li>2. DWS 9900: Corrosion Protection.</li> <li>3. DWS 2020: Quality Assurance and Procedures.</li> </ol> <b>Note: The above will only be applicable to bidders who formed part of the panel and shall comply with DWS specifications when required to submit quotations.</b>	

	STIPULATIONS	INITIAL
	<p>All Valves must be supplied with the OEM hydraulic test certificate. Valves supplied without an OEM test certificate will not be accepted. Any cost incurred for not providing an OEM test certificate will be for the bidders account.</p>	
<b>4.2</b>	<b>Description</b>	
<b>4.2.1</b>	<p><b>Air Valves (Air Release and Vacuum Control Valves)</b></p> <p>Air valves shall not exhibit the characteristics of dynamic closure in exhaust and vacuum mode. The valves shall, unless otherwise specified, be dual acting and suitably sized to allow and control the intake and release of air under negative and high-pressure conditions, without creating shock or pressure surges in the pipeline.</p>	
<b>4.2.2</b>	<p><b>Butterfly Valves</b></p> <p>Butterfly valves shall be of the double flanged, double eccentric, full-bore and "tight shut off" type with the replaceable resilient seal fitted to the blade unless otherwise specified in the Project Specification.</p> <p>Valves, specified in the Project Specification to be bi-directional, shall only be of the double eccentric design. Manufacturers shall certify that the valves offered are of the double eccentric design.</p> <p>Butterfly valves shall generally be in accordance with BS EN 593</p>	
<b>4.2.3</b>	<p><b>Ball Valves</b></p> <p>All valves shall be capable of being opened or closed under an unbalanced pressure equal to the design pressure. There shall be no flutter of the ball during the valve operation.</p> <p>Valves shall be full-bore. There shall be no abrupt changes in cross-section between the ball and body inside surfaces</p>	
<b>4.2.4</b>	<p><b>RSV and Wedge Gate Valves</b></p> <p>A gate valve shall be doubled flanged and of the resilient seal or wedge-gate type, the gates of which shall be completely clear of the waterway in the fully open position. Unless specified otherwise in the Project Specification, a gate valve shall be of the non-rising spindle type. The valve shall be capable of withstanding the nominal pressure (PN) and specified test pressures from both sides. The gate shall operate satisfactorily under the specified conditions.</p> <p>The valve shall generally be manufactured in accordance to SANS 664 and SANS 191.</p>	
<b>4.2.5</b>	<p><b>Sleeve Valves</b></p> <p>Sleeve valves shall be of the sliding sleeve, inverted cone and jet dispersing type with appropriate actuation by means of hinged levers or directly mounted hydraulic cylinders.</p>	
<b>4.2.6</b>	<p><b>Non Return Valve</b></p> <p>A non-return valve shall be double flanged for horizontal and vertical installation.</p> <p>The valve shall offer minimum hydraulic resistance, not be subject to disc flutter and give a quick non-slam closure on reversal of flow. Preference shall be given to designs that allow inspection and or removal of doors, discs and seals without removal of the valve assembly from the line.</p>	
<b>4.3</b>	<p><b>Manufacturing</b></p> <p>The manufacturing of the valves shall be in accordance with DWS 2510.</p>	

	STIPULATIONS	INITIAL
4.4	<p><b>Material</b></p> <p>The valve materials used in the construction of the valves must be in accordance with DWS 2510 and shall be read in conjunction with DWS 2020.</p> <p>All Stainless Steel items shall be Pickled and Passivated as per DWS 9900 Specification.</p>	
4.5	<p><b>Corrosion Protection</b></p> <p>The corrosion protection of all the valves shall be in accordance with DWS 9900 C3 - Valves, flow meters &amp; Pipes.</p>	
4.6	<p><b>Quality Control</b></p> <p>All required quality inspections shall be in place to ensure that the end product complies with the specification prior delivery to site.</p> <p>DWS 2020, clause 1.1, refers. The Supplier is required to submit a Quality Control Plan (QCP) to the Client for approval prior to manufacturing and delivery of items.</p> <p>All valves must be supplied with a test certificate signed by the Third Party inspector</p> <p>The inspection shall be carried out by the DWA official to co-ordinate the factory inspections, and for any technical enquiries.</p> <p>The contractor shall supply an Operating and Maintenance Manual for each type of valve. Three (3) sets hard copies and one (1) set soft copy on a CD or DVD PC disc.</p>	
5.	<p><b>TECHNICAL SUPPORT</b></p> <p>Should any problem be reported to the supplier concerning the services, the following response times are expected:</p> <ul style="list-style-type: none"> <li>• Within 24 hours a representative of the supplier should be on site to resolve the problem.</li> <li>• Within 7 days there should be a solution to the problem or if not possible, replaced valves should be on site within the period to be agreed in writing at the supplier's expense. The period to be agreed on shall depend on the type and the size of the valve to be replaced.</li> </ul> <p><b>ANY DEFECTED PRODUCT SHOULD BE REPLACED AT THE SUPPLIER'S EXPENSE.</b></p>	
6.	<p><b>SCOPE OF CONTRACT</b></p> <p><b>Bidder</b></p> <p>The Bidder will be required to perform the following service as part of this contract:</p> <p>(i) The supply and delivery of various types of valves for a period of 36 months to DWS Construction North</p>	
7.	<p><b>QUANTITIES REQUIRED / DELIVERY</b></p> <p>The quantity required cannot be guaranteed since items/ material will be as and when required. The contract period will be for 36 months. However, the requirements can be as per the demand specified in the orders. Quotations will be requested from successful bidders who formed part of the panel.</p>	

	STIPULATIONS	INITIAL
8.	<b>PROGRAMME OF WORKS</b> <ul style="list-style-type: none"> <li>It is also a requirement of the bidder to submit a program of works, to indicate the duration of each activity.</li> </ul>	
9.	<b>ROAD CONDITIONS AND DISTANCE</b> <p>Bidders are advised to acquaint themselves with roads, road conditions, distances, etc. on and to the site, before bidding.</p>	
10.	<b>COSTS</b> <p>During the sourcing of price quotations, bidders shall provide in their bid price inclusive for all loading, transportation and offloading costs for the ordered material, in accordance with the bid documents.</p>	
11.	<b>DELIVERY</b> <p>Deliveries will be as and when required upon receipt of the Official order.</p> <p>The site address is: Department of Water and Sanitation -Construction North</p> <p><b>Tzaneen Dam</b> Coordinates - 23°47'54.32" S 30°10'11.22" E</p> <p><b>Babanana Water Project</b> Coordinates: 23° 44.927'S 30° 29.569'E</p> <p><b>Giyani Water Service Project</b> Coordinates: 23°19'10.61"S 30°43'37.71"E</p> <p><b>Nandoni Dam Remedial Action Project, Nandoni Dam</b> Coordinates - 22°58'40.74"S 30°36'20.06"E</p> <p><b>Makhado Bulk Water Supply</b> Coordinates: 23° 4'44.84"S 30° 1'26.40"E</p> <p><b>Nzhelele Rehabilitation Canal</b> Coordinates: 22°36'53.90"S 30° 9'34.67"E</p> <p>Deliveries may be made during the following working hours 7h30 to 15h00 from Monday to Thursday but not on the following days or periods:</p> <p>(i) Fridays 14h00 to Mondays 7h00 (ii) All public holidays (iii) The period 14 December to 09 January per annual calendar. (iv) The last Thursday and Friday of the month</p> <p>The Bidder shall nominate a contact person with whom the Department will arrange and schedule deliveries. Upon issuing of official purchase orders, the nominated contact person will negotiate with the client (Construction North) on the delivery programme</p> <p>DWS Construction will perform testing of all material delivered to site to ensure that all material do comply with the relevant specification.</p>	

	<b>STIPULATIONS</b>	<b>INITIAL</b>
	<p>DWS will decline material that does not comply. The declined consignments must be removed from site ASAP for the Bidders own cost.</p> <p>The ownership of and risk for purchased material will pass to the Department at the point of delivery i.e., where a signed acceptance take place.</p>	
<b>12.</b>	<p><b>DELIVERY PERIOD</b></p> <p>A firm delivery period is required. Adherence to bid delivery period is of utmost importance.</p> <p>Note that the penalty for late delivery prescribed in paragraph 14 of the Specification will be imposed.</p>	
<b>13.</b>	<p><b>BID PRICE AND DELIVERY PERIODS</b></p> <p>All-inclusive bid prices are required, meaning delivery and any other cost mentioned in the specification for the Bidders account must be included in the unit price.</p>	
<b>14.</b>	<p><b>PENALTIES AND DELAY DAMAGES</b></p> <p>The penalties referred to in clause 22 of the General Conditions of Contract state 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 price as a penalty, a sum 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 (National Treasury).</p>	
<b>15.</b>	<p><b>PAYMENT</b></p> <p>Interim payment will be made. The Department reserves the right to check the quantities of material delivered done at any time. Payment will be made monthly on receipt of specified tax invoices.</p> <p>Payment will not be made for consignment unless supported by delivery notes duly signed by the official checking the delivery.</p> <p>Payment will be done within 30 days of receipt and approval of original invoice by depositing the payment directly into the bank account of the successful bidder. No cash or cheque payment will be done.</p> <p>Payment for standing time exceeding two hours will only be made if such standing time is a result of the action of the Department.</p>	
<b>16.</b>	<p><b>ACCEPTANCE CRITERIA FOR DELIVERED MATERIAL</b></p> <p>The delivered material will be accepted and regarded as being similar to the specification if it fulfils the requirements given in Clause 4.</p>	
<b>17.</b>	<p><b>SAFETY AND ENVIRONMENTAL</b></p> <p>Bidders are required to adhere to the Departments Safety and Environmental policies.</p>	

	<b>STIPULATIONS</b>	<b>INITIAL</b>
<b>18.</b>	<b>APPOINTMENT STRATEGY</b>  The Department intends to appoint a panel of service providers. The quotations will be requested from successful bidders who formed part of the panel. A bidder who scores the highest points for price and specific goals will be appointed. Request for quotations for valves will be as and when required.	
	<p style="text-align: center;"><b><u>BIDDERS MUST INITIAL ALL PAGES &amp;</u></b></p> <p style="text-align: center;"><b><u>BELOW DECLARATION MUST BE SIGNED</u></b></p>	

Therewith I, \_\_\_\_\_ (Bidder's Name) declare that I have read, completed and understood the above specifications.

\_\_\_\_\_  
**BIDDER'S SIGNATURE**



DEPARTMENT OF WATER AND SANITATION  
REPUBLIC OF SOUTH AFRICA

DWS23-1023 WTE

**APPOINTMENT OF A PANEL OF SERVICE PROVIDER TO SUPPLY AND DELIVER VARIOUS TYPES OF VALVES FOR A PERIOD OF 36 MONTHS TO DWS CONSTRUCTION NORTH IN THE LIMPOPO PROVINCE**

**FORM OF OFFER AND ACCEPTANCE**

**Offer**

The Employer, identified in the acceptance signature block, has solicited offers to enter a contract for **APPOINTMENT OF A PANEL OF SERVICE PROVIDER TO SUPPLY AND DELIVER VARIOUS TYPES OF VALVES FOR A PERIOD OF 36 MONTHS TO DWS CONSTRUCTION NORTH IN THE LIMPOPO PROVINCE**

The tenderer, identified in the offer signature block, has examined the Terms of Reference, and by submitting this offer has accepted the conditions of Tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS: .....**  
**..... Rand (in words); R ..... (in figures)**

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the

**For the Tenderer:**

Signature ..... Date .....  
Name ..... Capacity.....



**for the Tenderer**

(Name and ..... address of organization)  
.....

Signature ..... Date .....  
(WITNESS)

**Acceptance**

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the sub-consultant the amount due in accordance with the conditions of contract identified in the Terms of Reference. Acceptance of the tenderer's offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in the Contract Data.

Deviations from and amendments to the Terms of Reference in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Terms of Reference. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement. Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now sub-consultant) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature ..... Date .....

Name ..... Capacity .....

**for the Employer DWS, 6<sup>th</sup> Floor Sedibeng Building, 185 Francis Baard Street, Pretoria**

Signature ..... Date .....  
(WITNESS)

Name ..... Date .....  
(WITNESS)

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Terms of Reference and any addenda thereto as well as any confirmation, clarification, or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Terms of Reference and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

## FORM 1.2 CONTRACT DATA

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 The headings of the clauses in this Contract are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Contract nor any clause hereof.
- 1.2 Unless the context clearly indicates a contrary intention, an expression which denotes any gender includes the other genders, a natural person includes an artificial person and vice versa, the singular includes the plural and vice versa and the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings, namely: -

**“Accounting Officer”** means the head of the Department of Water and sanitation (**“DWS”**) as contemplated in section 36(2) (a) of the PFMA and referred to as the DG;

**“Annexure A”** means the Terms of Reference, inclusive of all bid documents and the General conditions of contract (GCC) of the National Treasury, issued by **DWS** in terms of a contract **DWS22-1023 WTE** and accepted by the **SERVICE PROVIDER**;

**“Annexure B”** means the Tax Clearance Certificate submitted by the **SERVICE PROVIDER**;

**“Annexure C”** means the **SERVICE PROVIDER’s** proposal, inclusive of quotation submitted to and accepted by DWS;

**“Annexure D”** means letter of authorisation from the **SERVICE PROVIDER**;

<p><b>“Annexure E”</b></p>	<p>means letter of appointment of a <b>SERVICE PROVIDER</b>;</p>
<p><b>“Annexure F”</b></p>	<p>means the area the <b>SERVICE PROVIDER</b> is bidding for</p>
<p><b>Bank Account”</b></p>	<p>means the bank account as registered in the name of the <b>SERVICE PROVIDER</b> as its Bank Account for purposes of this Contract and of which the details are as follows:</p>
	<p>Account holder name:</p> <p>Bank:</p> <p>Account Number:</p> <p>Branch Number:</p>
<p><b>“Confidential Information”</b></p>	<p>means information that (a) relates to the Disclosing Party’s past, present or future research development, business activities, products, services and/or technical knowledge relating to the Project, and (b) either has been identified in writing as confidential or is of such a nature (or has been disclosed in such a way) that it should be obvious to the other Party that it is claimed as confidential. (As used herein, the Party disclosing Confidential Information is referred to as “the Disclosing Party” and the Party receiving confidential information is referred to as “the Recipient” or “the Receiving Party.”) and includes, but is not limited in its interpretation to, all Project information and secret knowledge, technical information and specifications, manufacturing techniques, designs, circuit diagrams, instruction manuals, blueprints, electronic artwork, samples, devices, demonstrations, formulae, know-how and information concerning materials, scientific information generally, and other materials of whatever description in which the owner thereof has an interest in being kept confidential, including scientific knowledge gathered during the course of research and include information (whether oral, documentary, magnetic, electronic, graphic or digitised) containing or consisting of information or material of a technical, financial, operational, commercial, administrative or planning nature or in the nature of Intellectual Property of any kind and relating (wholly or in part) to the Disclosing party or any of its actual or projected projects, research activities or businesses, including its suppliers, funder’s, personnel, students, facilities, assets, financial condition or results, rights, obligations and liabilities;</p> <p>means this Contract and includes all schedules and Annexures thereto;</p>

<b>“Contract Price”</b>	means the price as tendered by the <b>SERVICE PROVIDER</b> and accepted by <b>DWS</b> when awarding this Contract to the Service;
<b>“Days”</b>	shall be construed as calendar days unless qualified by the word “business”, in which instance a <b>“business day”</b> shall, similarly be construed as any other day than a Saturday, Sunday or public holiday as gazetted by the Government of the Republic of South Africa from time to time;
<b>“DWS”</b>	means the Department of Water and Sanitation, South Africa;
<b>“Financial Year”</b>	means the financial year beginning on <b>1 April</b> and ending on <b>31 March</b> of the following year;
<b>“Force Majeure”</b>	means any event beyond the control of the <b>SERVICE PROVIDER</b> and not involving the <b>SERVICE PROVIDER’s</b> fault or negligence and not foreseeable. Such events may include, but not restricted to, acts of the Department in its sovereign capacity, wars or revolutions, fires, floods, epidemics, strikes, quarantine restrictions and freight embargoes;
<b>Fraudulent Practice”</b>	means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of the Department and includes collusive practice among officials of the <b>SERVICE PROVIDER</b> (prior to or after bid submission), designed to defraud the Department;
<b>“Intellectual Property”</b>	includes any immaterial property or rights thereto recognised and protected as such by the laws of the Republic of South Africa, International law, custom and/ practice to be Intellectual Property;
<b>“Laws”</b>	means any law of general application and includes the common law and any statute, constitution, decree, treaty, regulation, directive, ordinance, by-law, order or any other enactment of legislative measure of government (including local and provincial government) statutory or regulatory body which has the force of law;
<b>“Parties”</b>	<b>DWS</b> and the <b>SERVICE PROVIDER</b> and “Party” refers to either one of them as so determined by the context;
<b>“PFMA”</b>	means the Public Finance Management Act, 1999 (Act No. 1 of 1999) as amended;

**“Project”** means the work to be performed by the **SERVICE PROVIDER** as described in the **Annexure A** and **C**; and

means the supplier goods or service provider for the tendered work

**“Services  
Provider”**

**“Tax”** means all income tax, capital gains tax, secondary tax on companies (or any similar tax or substituting it), dividend tax, Value Added Tax (VAT), stamp duty, securities transfer tax, uncertified securities tax, Pay-As-You-Earn (PAYE), levies, assessments, imposts, deductions, charges and withholding whatsoever in terms of any tax legislation, and includes all penalties and interest payable as a consequence of any failure or delay in paying any taxes; and

- 1.4 The Annexures to this Contract will form an integral part of the Contract.
- 1.5 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Contract.
- 1.6 When any number of days is prescribed in this Contract, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the succeeding day which is not a Saturday, Sunday or public holiday.
- 1.7 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 1.8 Expressions defined in this Contract shall bear the same meanings in schedules or Annexures to this Contract which do not themselves contain their own definitions.
- 1.9 Where any term is defined within the context of any particular clause in this Contract, the term so defined, unless it is clear from the clause in question that the term so defined has limited application

to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Contract, notwithstanding that, that term has not been defined in this interpretation clause.

- 1.10 The use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific examples.
- 1.11 If there is any conflict between the terms of this Contract and the terms of any Annexure or schedule attached hereto, the terms of this Contract shall apply.

## **2. CONTRACT PRICE AND PAYMENT METHOD**

- 2.1 **DWS** undertakes to pay the **SERVICE PROVIDER** a total amount (refer to Annexure A of the bid document as the successful Bidder will be paid per rate) inclusive of VAT for **THE SUPPLY AND DELIVER VARIOUS TYPES OF VALVES FOR A PERIOD OF 36 MONTHS TO DWS CONSTRUCTION NORTH** project **DWS22-1023 WTE**

- 2.2 The payment shall be made electronically into the Bank Account of the **SERVICE PROVIDER** by **DWS** as follows:

- 2.2.1 An amount of (refer to Annexure A of the bid document as the successful Bidder will be paid per rate) inclusive of VAT, shall be paid electronically into the Bank Account of the **SERVICE PROVIDER** by the **DWS** within 30 (thirty) days of receipt of goods supplied and delivered in good condition to the satisfaction of the Project Manager of **DWS** as contemplated in clause 4.3

## **3. DURATION OF THE CONTRACT**

- 3.1 This Contract shall come into force upon signature by the last Signing Party hereof and shall continue to remain in force for a period of thirty-six (36) months.
- 3.2 **DWS** reserves the right to seek clarification and request further information and supporting documentation both during and after completion of the Project notwithstanding the termination of the Contract.

#### 4. OBLIGATIONS OF THE SERVICE PROVIDER

4.1 **SERVICE PROVIDER** shall at its earliest convenience inform **DWS** of any changes within the **SERVICE PROVIDER** that might adversely affect the subsistence of this Contract.

4.2 **SERVICE PROVIDER** shall provide the services as set out in “**Annexure A and C** to this Contract.

Deliverable	Due Date
The supply and deliver of various types of valves For a Period of 36 Months to DWS Construction North	Within 7 days after receipt of issuing purchase to the Service Provider when required

4.3 The **SERVICE PROVIDER** shall carry out all contractual obligations with reasonable care, diligence, skill, efficiency, and economy, in accordance with generally accepted professional techniques required and employ appropriate technology and shall observe sound and acceptable management practices.

4.4 The **SERVICE PROVIDER** shall act in a fiduciary manner towards **DWS** and as a conscientious advisor to **DWS** and shall, at all times, support and safeguard **DWS** legitimate interests in dealing with third parties in respect of any matter relating to this Contract.

4.5 Acknowledge the statutory functions and duties of **DWS** and undertake to perform its obligations under this Contract in a manner that will not detract from the image and reputation of **DWS**.

4.6 Where the services include the exercise of powers to certify, decide or otherwise exercise discretion in regard to a Contract between **DWS** and others, the **SERVICE PROVIDER** shall act in respect of that Contract as an independent professional.

4.7 If the **SERVICE PROVIDER** is a joint venture or consortium of two or more persons, all such persons shall be jointly and severally bound to fulfil the terms of the Contract, and the **SERVICE PROVIDER** shall designate one person to act as a leader with authority to bind the joint venture or consortium. The composition or constitution of the joint venture or consortium shall not be altered without the prior written consent of **DWS**.

**4.8** The **SERVICE PROVIDER** shall employ and provide all qualified and experienced personnel to perform the Services under this Contract. If at any given time, a particular key person is not available to perform such services, the **SERVICE PROVIDER** may engage a replacement who is equally or better qualified, to perform those duties. The **SERVICE PROVIDER** shall, motivate in writing, for

**4.9** Such replacement and submit the name of the replacement, relevant qualifications and experience to **DWS** for approval.

**4.10** The **SERVICE PROVIDER** shall take all measures necessary and provide all materials and equipment necessary to enable its personnel to perform their duties in an efficient manner.

## **5. OBLIGATIONS OF DWS**

**5.1** **DWS** shall make available to **SERVICE PROVIDER** the Contract Price as agreed in terms of clause 2.

**5.2** **DWS** shall at its earliest convenience inform **SERVICE PROVIDER** of any changes within **DWS** that might adversely affect the subsistence of this Contract.

**5.3** **DWS** shall provide **SERVICE PROVIDER** with such information, documentation and other details requested in writing by **SERVICE PROVIDER** to enable **SERVICE PROVIDER** to fulfil its obligations in terms of this Contract. If such documentation is not provided by **DWS**, **SERVICE PROVIDER** shall indicate in writing which documentation is outstanding. **DWS** shall only be obliged to provide that information or documentation which is relevant to this Contract, and which is in the possession of **DWS**.

**5.4** The **DWS project manager** shall obtain and sign off on regular progress and other reports as required, to be provided by the **SERVICE PROVIDER** and stipulated in **Annexure(s) A** and **C** to this Contract, prior to further processing of invoice.

## **6. CHANGE CONTROL**

**6.1** Should either Party wish to make any amendment or alteration to the Project specification that Party shall prepare a change order and present to the other

Party, which shall specify the following:

6.1.1 the date of the change order;



- 6.1.2 the description of the proposed amendment or alteration;
- 6.1.3 if applicable, previous unspecified ad-hoc work to be undertaken;
- 6.1.4 the reason for making the proposed amendment or alteration;
- 6.1.5 when the Party requires the change to be implemented;
- 6.1.6 the resources available; and
- 6.1.7 the continued balance of the Parties obligations under this Contract.

6.2 The other Party shall be given an opportunity to consider such change order and make a decision on whether it is prepared to accept such change order or not.

6.3 No change order shall be of any force and effect until it is signed by duly authorised representatives of each of the Parties.

## **7. CONFIDENTIALITY OF INFORMATION**

7.1 The Parties shall keep confidential and shall not disclose to any third party (other than for the purposes of performing services under this Contract) any

7.2 of the Confidential Information disclosed to either Party during the discussions or negotiations or implementation of this Contract or at any time thereafter.

7.3 The provisions of 7.1 above shall not apply to any Confidential Information which –

7.2.1 is or hereafter becomes part of the public domain (otherwise than as a result of a breach of the provisions of 7.1 above);

7.2.2 can be shown to have been lawfully in the possession of the party receiving such Confidential Information, or its affiliates, prior to its

disclosure and is not subject to any existing Contract between the Parties and/or their affiliates;

7.2.3 is acquired by a Party or its affiliates independently from a third party, who lawfully acquired such information without restriction, or information which is acquired or developed by a Party or its affiliates independently of the other Party in circumstances which do not amount to a provision of 7.2.1 and 7.2.2 above; and

7.2.4 is disclosed or released by the Receiving Party/Recipient to satisfy an order of Court or otherwise comply with the provisions of any law or regulation in force at the time.

## **8. BREACH AND TERMINATION**

8.1 Should any Party ("*the defaulting Party*") commit a breach of any of the provisions hereof, then any of the other Parties ("*the aggrieved Party*") shall be entitled to give the defaulting Party 14 (fourteen) days written notice to remedy the breach. If the defaulting Party fails to comply with such notice, the aggrieved Party shall be entitled to cancel this Contract against the defaulting Party or claim immediate payment and/or performance by the defaulting Party of all of the defaulting Party's obligations whether or not the due date for payment and/or performance shall have arrived, in either event without prejudice to the aggrieved Party's rights to claim damages. The foregoing is without prejudice to such other rights as the aggrieved Party may have at law.

8.2 **DWS** reserves the right to terminate the Contract if the Supply and Delivery is not implemented as agreed in this Contract.

8.3 **DWS** shall give the **SERVICE PROVIDER** 14 (fourteen) days' notice of its intention to terminate the Contract as envisaged in terms of clause 8.2.

8.4 The provisions of this clause are subject to clause 10 of this Contract.

## **9. ACTS OF GOD (FORCE MAJEURE)**

9.1 A Party shall not be liable for failure to perform any of its obligations in terms of this Contract if it is established to the satisfaction of the other Party that:

9.1.1 the failure was due to an event which was beyond its control; and/or

9.1.2 it could not reasonably have expected, at the time of conclusion of this Contract, to have taken into account the event and its effects on the Party's ability to perform; and/or

9.1.3 it could not reasonably have overcome the event or the effects of the event preventing it to perform.

9.2 The events contemplated in clause 9.1 include, but are not limited to:

9.2.1 war, civil war, armed conflict or terrorism; and/or

9.2.2 natural disasters such as violent storms, floods, earthquakes, destruction by lightning; and/or

9.2.3 explosions and fires; and/or

9.2.4 protected or unprotected industrial action; and/or

9.2.5 acts of authority, whether lawful or unlawful, apart from acts for which the Party seeking relief has assured the risk in terms of this Contract or in the normal course of business.

## **10. CANCELLATION OF THE PROJECT AND CONSEQUENCES THEREOF**

10.1 Should the Supply and Delivery be cancelled; **SERVICE PROVIDER** shall inform **DWS** within 7 (seven) working days thereof and any balance of the Allocation received which has not been spent or committed as yet in terms of the Supply and Delivery shall be refunded to **DWS** in accordance with the provisions of this Contract.

10.2 **SERVICE PROVIDER** undertakes to compensate **DWS** for any losses caused or incurred as a result of the cancellation of the Supply and Delivery, if such cancellation is due to the failure of **SERVICE PROVIDER** to comply with any provisions of this Contract.

10.3 Should **SERVICE PROVIDER** fail to meet any of its obligations arising from this Contract **DWS** shall, without prejudice to any rights to which **DWS** is entitled to in law or by virtue of this Contract, have the right to, with notice to **SERVICE PROVIDER**, discontinue any further payments and cancel the Contract immediately, and shall reclaim any amounts already allocated but not yet spent or committed towards the Supply and Delivery in which case interest shall be charged at the then prime interest rate charged by its Bankers.

10.4 Should **DWS** choose to invoke the provisions of clause 10.3 above, a letter to that effect addressed to **SERVICE PROVIDER** shall suffice.

## **11. DISPUTE RESOLUTION**

11.1 In the event of any dispute arising from this Contract, including the implementation, execution, interpretation, rectification, termination or cancellation of this Contract, the Parties shall make every effort to settle such dispute amicably.

- 11.2 If the dispute is not capable of being settled between the Parties amicably, it shall be elevated to the Parties' Senior Management / Executive level, or their duly designated representatives, for mediation purposes, which mediation shall be concluded within a period of 30 (thirty) days.
- 11.3 Should the dispute still remain unresolved, the dispute will be adjudicated by a competent court of law with jurisdiction to hear the matter.

## **12. CESSION, SUB-CONTRACTING AND ASSIGNMENT**

- 12.1 **SERVICE PROVIDER** shall not be entitled to cede, assign or sub-contract all or any of its rights or obligations under this Contract without the prior written consent of **DWS**.
- 12.2 **DWS** shall be entitled to cede and assign all of its rights and obligations, or any portion thereof under this Contract to any other party, subject only to the rights and obligations of **SERVICE PROVIDER** being honoured, either by
- 12.3 **DWS** providing a written undertaking to **SERVICE PROVIDER** to honour its obligations, or the rights and obligations of **SERVICE PROVIDER** being honoured by any successor in title or assignee of **DWS**, without written consent of **SERVICE PROVIDER**.
- 12.4 The **SERVICE PROVIDER** shall not sub-contract to, nor engage a sub-contractor to perform any part of the Services that is more than 25% (twenty-five percent of the total scope of work arising from this Contract, without the prior written authorization of **DWS**. The Services to be sub-contracted and the identity of the sub-contractor shall be notified to and approved by the **DWS**.
- 12.5 **DWS** shall, within 30 (thirty) days of receipt of such notification, notify the **SERVICE PROVIDER** of its decision, stating reasons, should **DWS** withhold such authorization. If the **SERVICE PROVIDER** enters into a sub-contract with any sub-contractor without prior written approval, **DWS** shall forthwith instruct the **SERVICE PROVIDER** to terminate such contract, until such time that due processes have been followed and the requisite approval granted by the **DWS**.
- 12.6 **DWS** shall have no contractual relationships with sub-contractors appointed by the Service Provider. If a sub-contractor is found to be incompetent in discharging its duties, the **DWS** may request the **SERVICE PROVIDER** either to replace the sub-contractor with one with qualifications and experience, or instruct the **SERVICE PROVIDER** to resume the performance of the Services itself.
- 12.7 The **SERVICE PROVIDER** shall advise the **DWS**, without delay of the variation or termination of any sub-contracting for performance of all or part of the Services.

- 12.8 The **SERVICE PROVIDER** shall be responsible for the acts, defaults and negligence of its sub-contractors and its agents or employees, as if they were the acts, defaults of negligence of the **SERVICE PROVIDER**, its agents or employees.

### 13. INDEMNITY

Notwithstanding anything to the contrary set out in this Contract, the Parties hereby undertake to place reliance on the common law of contract insofar as it relates to any claims that may arise as a result of the conduct of any Party to this Contract.

### 14. DOMICILIUM

The Parties choose as their respective *domicilium citandi et executandi* the following addresses:

#### **FOR DWS**

**6<sup>th</sup> Floor Sedibeng Building**

**185 Francis Baard Street**

**Pretoria**

#### **SERVICE PROVIDER**

- 14.1 Each of the Parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address within the Republic of South Africa which is not a post office box or poste restante.
- 14.2 Any notice given and any payment made by one Party to the other ("the addressee") which is: -
- 14.2.1 delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;
  - 14.2.2 posted by pre-paid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee on the 4<sup>th</sup> (fourth) day after the date of posting; or
  - 14.2.3 transmitted by telefax shall be deemed (in the absence of proof to the contrary) to have been received within 1 (one) hour of transmission where it is transmitted during normal business hours of the receiving instrument and within 2 (two) hours of the commencement of the following business day where it is transmitted outside those business hours.

## **15. PARTIES NOT AFFECTED BY RELINQUISHMENT**

- 15.1 The relinquishment (whether expressly or by implication) by any of the Parties of any rights arising out of breach of contract in respect of the Contract shall not prejudice any remedies of the relinquishing Party with regard to any continuing or other breach of contract in respect of the Contract.
- 15.2 No grace, delay, relaxation or leniency on the part of the Parties in exercising any rights by virtue of this Contract may be considered to be a relinquishment of such rights. Neither shall a single or partial exercising of such rights exclude any other or further exercising thereof in terms of the Contract.
- 15.3 The expiry or termination of this Contract shall not prejudice the right of any Party in respect of any of the preceding breaches of contract or of non-compliance with any of the provisions of the Contract by any of the Parties.

## **16. FULL CONTRACT**

This Contract constitutes the entire Contract, and no other Contract, provision, document or determination shall form part of this Contract unless such other Contract, provision, document or determination is in writing and has been signed by both Parties.

## **17. VARIATION**

No variation or modification of any provision of this Contract or consent to deviation therefrom shall be valid, unless such variation or modification is in writing and has been signed by both Parties, and such variation, modification or consent shall be valid only for a specific case and only for the purpose for which and extent to which it was made or given.

## **18. GOOD FAITH AND CO-OPERATION**

- 18.1 The Parties shall co-operate and assist each other in all dealings with any other Party that is necessary to cause this Contract and all other Contracts contemplated herein to be achieved including but not limited to Contracts with the national, provincial and local government, government agencies and the private sector.
- 18.2 The Parties undertake to do all such things and to sign all documents reasonably necessary to give effect to the implementation of this Contract.

## **19. LEGAL COSTS**

Each Party will pay its own costs and expenses incurred by it in connection with the negotiation and execution of this Contract.

## **20. INTELLECTUAL PROPERTY**

20.1 Insofar as may be necessary, **SERVICE PROVIDER** assigns to **DWS** the copyright in all present and future works eligible for copyright including, without limitation, software programmes of which it may be the author, which works were or are created, compiled, devised or brought into being during the subsistence and fulfilment of this Contract. No consideration shall be payable by **DWS** to **SERVICE PROVIDER** in respect of this assignment.

20.2 All policies, documents, programmes or reports of **DWS** and any work completed in terms of this Contract shall remain the intellectual property of **DWS** and all documents in this respect shall be submitted to **DWS**. No publication of any material or communication in the media or other *for a* regarding the content of these policies, documents, programmes or reports and any work completed in terms of this Contract is allowed except with the express written consent of **DWS** with that Party.

**DEPARTMENT OF WATER AND SANITATION**

**DWS22-1023 WTE**

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO SUPPLY AND DELIVER VARIOUS TYPES OF VALVES FOR A PERIOD OF 36 MONTHS TO DWS CONSTRUCTION NORTH**

**SECTION 3: SCOPE OF WORKS**

**CONTENTS**

**1. SCOPE OF WORKS**



## SCOPE OF WORKS

### DWS22-1023 WTE

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO SUPPLY AND DELIVER VARIOUS TYPES OF VALVES FOR A PERIOD OF 36 MONTHS TO DWS CONSTRUCTION NORTH**

**NOTE: THE FOLLOWING GIVES AN INDICATION OF THE ITEMS FROM WHICH A TYPICAL ORDER WILL DERIVE FROM**

**CLOSING TIME ON: 27 NOVEMBER 2023 AT 11H00**

**BID NO.: DWS22-1023 WTE**

**NAME OF BIDDER: .....**

ITEM NO.	DESCRIPTION
1	<b>Air Valves</b>
1.1	25mm Double Acting Air Valve, Air Release and Vacuum Break, screw end PN 10Bar
1.2	50mm Double Acting Air Valve, Air Release and Vacuum Break, screw end PN 10Bar
1.3	25mm Double Acting Air Valve, Air Release and Vacuum Break, flanged PN 10Bar
1.4	50mm Double Acting Air Valve, Air Release and Vacuum Break, flanged PN 10Bar
1.5	80mm Double Acting Air Valve, Air Release and Vacuum Break, flanged PN 10Bar
1.6	100mm Double Acting Air Valve, Air Release and Vacuum Break, flanged PN 10Bar
1.7	150mm Double Acting Air Valve, Air Release and Vacuum Break, flanged PN 10Bar
1.8	200mm Double Acting Air Valve, Air Release and Vacuum Break, flanged PN 10Bar
1.9	25mm Double Acting Air Valve, Air Release and Vacuum Break, screw end PN 16Bar
1.10	50mm Double Acting Air Valve, Air Release and Vacuum Break, screw end PN 16Bar
1.11	25mm Double Acting Air Valve, Air Release and Vacuum Break, flanged PN 16Bar
1.12	50mm Double Acting Air Valve, Air Release and Vacuum Break, flanged PN 16Bar
1.13	80mm Double Acting Air Valve, Air Release and Vacuum Break, flanged PN 16Bar
1.14	100mm Double Acting Air Valve, Air Release and Vacuum Break, flanged PN 16Bar
1.15	150mm Double Acting Air Valve, Air Release and Vacuum Break, flanged PN 16Bar
1.16	200mm Double Acting Air Valve, Air Release and Vacuum Break, flanged PN 16Bar

ITEM NO.	DESCRIPTION
1.17	25mm Double Acting Air Valve, Air Release and Vacuum Break, flanged PN 25Bar
1.18	50mm Double Acting Air Valve, Air Release and Vacuum Break, flanged PN 25Bar
1.19	80mm Double Acting Air Valve, Air Release and Vacuum Break, flanged PN 25Bar
1.20	100mm Double Acting Air Valve, Air Release and Vacuum Break, flanged PN 25Bar
1.21	150mm Double Acting Air Valve, Air Release and Vacuum Break, flanged PN 25Bar
1.22	200mm Double Acting Air Valve, Air Release and Vacuum Break, flanged PN 25Bar
1.23	25mm Double Acting Air Valve, Air Release and Vacuum Break, flanged PN 25Bar
1.24	50mm Double Acting Air Valve, Air Release and Vacuum Break, flanged PN 40Bar
1.25	80mm Double Acting Air Valve, Air Release and Vacuum Break, flanged PN 40Bar
1.26	100mm Double Acting Air Valve, Air Release and Vacuum Break, flanged PN 40Bar
1.27	150mm Double Acting Air Valve, Air Release and Vacuum Break, flanged PN 40Bar
1.28	200mm Double Acting Air Valve, Air Release and Vacuum Break, flanged PN 40Bar
2	<b>Butterfly Valves</b>
2.1	100mm Butterfly Valve, Flanged PN 10 Bar
2.2	200mm Butterfly Valve, Flanged PN 10 Bar
2.3	250mm Butterfly Valve, Flanged PN 10 Bar
2.4	350mm Butterfly Valve, Flanged PN 10 Bar
2.5	400mm Butterfly Valve, Flanged PN 10 Bar
2.6	450mm Butterfly Valve, Flanged PN 10 Bar
2.7	500mm Butterfly Valve, Flanged PN 10 Bar
2.8	600mm Butterfly Valve, Flanged PN 10 Bar
2.9	100mm Butterfly Valve, Flanged PN 16 Bar
2.10	200mm Butterfly Valve, Flanged PN 16 Bar
2.11	250mm Butterfly Valve, Flanged PN 16 Bar
2.12	350mm Butterfly Valve, Flanged PN 16 Bar
2.13	400mm Butterfly Valve, Flanged PN 16 Bar

ITEM NO.	DESCRIPTION
2.14	450mm Butterfly Valve, Flanged PN 16 Bar
2.15	500mm Butterfly Valve, Flanged PN 16 Bar
2.16	600mm Butterfly Valve, Flanged PN 16 Bar
2.17	100mm Butterfly Valve, Flanged PN 25 Bar
2.18	200mm Butterfly Valve, Flanged PN 25 Bar
2.19	250mm Butterfly Valve, Flanged PN 25 Bar
2.20	350mm Butterfly Valve, Flanged PN 25 Bar
2.21	400mm Butterfly Valve, Flanged PN 25 Bar
2.22	450mm Butterfly Valve, Flanged PN 25 Bar
2.23	500mm Butterfly Valve, Flanged PN 25 Bar
2.24	600mm Butterfly Valve, Flanged PN 25 Bar
2.25	100mm Butterfly Valve, Flanged PN 40 Bar
2.26	200mm Butterfly Valve, Flanged PN 40 Bar
2.27	250mm Butterfly Valve, Flanged PN 40 Bar
2.28	350mm Butterfly Valve, Flanged PN 40 Bar
2.29	400mm Butterfly Valve, Flanged PN 40 Bar
2.30	450mm Butterfly Valve, Flanged PN 40 Bar
2.31	500mm Butterfly Valve, Flanged PN 40 Bar
2.32	600mm Butterfly Valve, Flanged PN 40 Bar
3	<b>Ball Valves</b>
3.1	25mm Ball Valve, 316 stainless steel, Screwed ends, PN 10Bar
3.2	50mm Ball Valve, 316 stainless steel, Screwed ends, PN 10Bar
3.3	25mm Ball Valve, 316 stainless steel, flanged, PN 10Bar
3.4	50mm Ball Valve, 316 stainless steel, flanged, PN 10Bar
3.5	80mm Ball Valve, 316 stainless steel, flanged, PN 10Bar
3.6	100mm Ball Valve, 316 stainless steel, flanged, PN 10Bar

ITEM NO.	DESCRIPTION
3.7	150mm Ball Valve, 316 stainless steel, flanged, PN 10Bar
3.8	25mm Ball Valve, 316 stainless steel, Screwed ends, PN 16Bar
3.9	50mm Ball Valve, 316 stainless steel, Screwed ends, PN 16Bar
3.10	25mm Ball Valve, 316 stainless steel, flanged, PN 16Bar
3.11	50mm Ball Valve, 316 stainless steel, flanged, PN 16Bar
3.12	80mm Ball Valve, 316 stainless steel, flanged, PN 16Bar
3.13	100mm Ball Valve, 316 stainless steel, flanged, PN 16Bar
3.14	150mm Ball Valve, 316 stainless steel, flanged, PN 16Bar
3.15	25mm Ball Valve, 316 stainless steel, flanged, PN 25Bar
3.16	50mm Ball Valve, 316 stainless steel, flanged, PN 25Bar
3.17	80mm Ball Valve, 316 stainless steel, flanged, PN 25Bar
3.18	100mm Ball Valve, 316 stainless steel, flanged, PN 25Bar
3.19	150mm Ball Valve, 316 stainless steel, flanged, PN 25Bar
3.20	25mm Ball Valve, 316 stainless steel, flanged, PN 40Bar
3.21	50mm Ball Valve, 316 stainless steel, flanged, PN 40Bar
3.22	80mm Ball Valve, 316 stainless steel, flanged, PN 40Bar
3.23	100mm Ball Valve, 316 stainless steel, flanged, PN 40Bar
3.24	150mm Ball Valve, 316 stainless steel, flanged, PN 40Bar
4	<b>RSV Gate Valves</b>
4.1	50mm RSV Gate Valve, Flanged PN 10Bar
4.2	80mm RSV Gate Valve, Flanged PN 10Bar
4.3	100mm RSV Gate Valve, Flanged PN 10Bar
4.4	150mm RSV Gate Valve, Flanged PN 10Bar
4.5	200mm RSV Gate Valve, Flanged PN 10Bar
4.6	250mm RSV Gate Valve, Flanged PN 10Bar

ITEM NO.	DESCRIPTION
4.7	300mm RSV Gate Valve, Flanged PN 10Bar
4.8	350mm RSV Gate Valve, Flanged PN 10Bar
4.9	50mm RSV Gate Valve, Flanged PN 16Bar
4.10	80mm RSV Gate Valve, Flanged PN 16Bar
4.11	100mm RSV Gate Valve, Flanged PN 16Bar
4.12	150mm RSV Gate Valve, Flanged PN 16Bar
4.13	200mm RSV Gate Valve, Flanged PN 16Bar
4.14	250mm RSV Gate Valve, Flanged PN 16Bar
4.15	300mm RSV Gate Valve, Flanged PN 16Bar
4.16	350mm RSV Gate Valve, Flanged PN 16Bar
5	<b>Wedge Gate Valves</b>
5.1	100mm Wedge Gate Valve, Flanged PN 10Bar
5.2	150mm Wedge Gate Valve, Flanged PN 10Bar
5.3	200mm Wedge Gate Valve, Flanged PN 10Bar
5.4	250mm Wedge Gate Valve, Flanged PN 10Bar
5.5	300mm Wedge Gate Valve, Flanged PN 10Bar
5.6	350mm Wedge Gate Valve, Flanged PN 10Bar
5.7	400mm Wedge Gate Valve, Flanged PN 10Bar
5.8	450mm Wedge Gate Valve, Flanged PN 10Bar
5.9	500mm Wedge Gate Valve, Flanged PN 10Bar
5.10	600mm Wedge Gate Valve, Flanged PN 10Bar
5.11	100mm Wedge Gate Valve, Flanged PN 16Bar
5.12	150mm Wedge Gate Valve, Flanged PN 16Bar
5.13	200mm Wedge Gate Valve, Flanged PN 16Bar
5.14	250mm Wedge Gate Valve, Flanged PN 16Bar
5.15	300mm Wedge Gate Valve, Flanged PN 16Bar

ITEM NO.	DESCRIPTION
5.16	350mm Wedge Gate Valve, Flanged PN 16Bar
5.17	400mm Wedge Gate Valve, Flanged PN 16Bar
5.18	450mm Wedge Gate Valve, Flanged PN 16Bar
5.19	500mm Wedge Gate Valve, Flanged PN 16Bar
5.20	600mm Wedge Gate Valve, Flanged PN 16Bar
5.21	100mm Wedge Gate Valve, Flanged PN 25Bar
5.22	150mm Wedge Gate Valve, Flanged PN 25Bar
5.23	200mm Wedge Gate Valve, Flanged PN 25Bar
5.24	250mm Wedge Gate Valve, Flanged PN 25Bar
5.25	300mm Wedge Gate Valve, Flanged PN 25Bar
5.26	350mm Wedge Gate Valve, Flanged PN 25Bar
5.27	400mm Wedge Gate Valve, Flanged PN 25Bar
5.28	450mm Wedge Gate Valve, Flanged PN 25Bar
5.29	500mm Wedge Gate Valve, Flanged PN 25Bar
5.30	600mm Wedge Gate Valve, Flanged PN 25Bar
5.31	100mm Wedge Gate Valve, Flanged PN 40Bar
5.32	150mm Wedge Gate Valve, Flanged PN 40Bar
5.33	200mm Wedge Gate Valve, Flanged PN 40Bar
5.34	250mm Wedge Gate Valve, Flanged PN 40Bar
5.35	300mm Wedge Gate Valve, Flanged PN 40Bar
5.36	350mm Wedge Gate Valve, Flanged PN 40Bar
5.37	400mm Wedge Gate Valve, Flanged PN 40Bar
5.38	450mm Wedge Gate Valve, Flanged PN 40Bar
5.39	500mm Wedge Gate Valve, Flanged PN 40Bar
5.40	600mm Wedge Gate Valve, Flanged PN 40Bar

ITEM NO.	DESCRIPTION
6	<b>Sleeve Valves</b>
6.1	100mm Sleeve Valve, Flanged PN 10Bar, with hydraulic actuator
6.2	150mm Sleeve Valve, Flanged PN 10Bar, with hydraulic actuator
6.3	200mm Sleeve Valve, Flanged PN 10Bar, with hydraulic actuator
6.4	250mm Sleeve Valve, Flanged PN 10Bar, with hydraulic actuator
6.5	300mm Sleeve Valve, Flanged PN 10Bar, with hydraulic actuator
6.6	100mm Sleeve Valve, Flanged PN 16Bar, with hydraulic actuator
6.7	150mm Sleeve Valve, Flanged PN 16Bar, with hydraulic actuator
6.8	200mm Sleeve Valve, Flanged PN 16Bar, with hydraulic actuator
6.9	250mm Sleeve Valve, Flanged PN 16Bar, with hydraulic actuator
6.10	300mm Sleeve Valve, Flanged PN 16Bar, with hydraulic actuator
6.11	100mm Sleeve Valve, Flanged PN 25Bar, with hydraulic actuator
6.12	150mm Sleeve Valve, Flanged PN 25Bar, with hydraulic actuator
6.13	200mm Sleeve Valve, Flanged PN 25Bar, with hydraulic actuator
6.14	250mm Sleeve Valve, Flanged PN 25Bar, with hydraulic actuator
6.15	300mm Sleeve Valve, Flanged PN 25Bar, with hydraulic actuator
6.16	100mm Sleeve Valve, Flanged PN 40Bar, with hydraulic actuator
6.17	150mm Sleeve Valve, Flanged PN 40Bar, with hydraulic actuator
6.18	200mm Sleeve Valve, Flanged PN 40Bar, with hydraulic actuator
6.19	250mm Sleeve Valve, Flanged PN 40Bar, with hydraulic actuator
6.20	300mm Sleeve Valve, Flanged PN 40Bar, with hydraulic actuator
7	<b>Non-Return Valves</b>
7.1	100mm Non-Return Valve, Flanged PN 10Bar
7.2	150mm Non-Return Valve, Flanged PN 10Bar
7.3	200mm Non-Return Valve, Flanged PN 10Bar
7.4	250mm Non-Return Valve, Flanged PN 10Bar

ITEM NO.	DESCRIPTION
7.5	300mm Non-Return Valve, Flanged PN 10Bar
7.6	350mm Non-Return Valve, Flanged PN 10Bar
7.7	400mm Non-Return Valve, Flanged PN 10Bar
7.8	450mm Non-Return Valve, Flanged PN 10Bar
7.9	500mm Non-Return Valve, Flanged PN 10Bar
7.10	600mm Non-Return Valve, Flanged PN 10Bar
7.11	100mm Non-Return Valve, Flanged PN 16Bar
7.12	150mm Non-Return Valve, Flanged PN 16Bar
7.13	200mm Non-Return Valve, Flanged PN 16Bar
7.14	250mm Non-Return Valve, Flanged PN 16Bar
7.15	300mm Non-Return Valve, Flanged PN 16Bar
7.16	350mm Non-Return Valve, Flanged PN 16Bar
7.17	400mm Non-Return Valve, Flanged PN 16Bar
7.18	450mm Non-Return Valve, Flanged PN 16Bar
7.19	500mm Non-Return Valve, Flanged PN 16Bar
7.20	600mm Non-Return Valve, Flanged PN 16Bar
7.21	100mm Non-Return Valve, Flanged PN 25Bar
7.22	150mm Non-Return Valve, Flanged PN 25Bar
7.23	200mm Non-Return Valve, Flanged PN 25Bar
7.24	250mm Non-Return Valve, Flanged PN 25Bar
7.25	300mm Non-Return Valve, Flanged PN 25Bar
7.26	350mm Non-Return Valve, Flanged PN 25Bar
7.27	400mm Non-Return Valve, Flanged PN 25Bar
7.28	450mm Non-Return Valve, Flanged PN 25Bar
7.29	500mm Non-Return Valve, Flanged PN 25Bar
7.30	600mm Non-Return Valve, Flanged PN 25Bar



ITEM NO.	DESCRIPTION
7.31	100mm Non-Return Valve, Flanged PN 40Bar
7.32	150mm Non-Return Valve, Flanged PN 40Bar
7.33	200mm Non-Return Valve, Flanged PN 40Bar
7.34	250mm Non-Return Valve, Flanged PN 40Bar
7.35	300mm Non-Return Valve, Flanged PN 40Bar
7.36	350mm Non-Return Valve, Flanged PN 40Bar
7.37	400mm Non-Return Valve, Flanged PN 40Bar
7.38	450mm Non-Return Valve, Flanged PN 40Bar
7.39	500mm Non-Return Valve, Flanged PN 40Bar
7.40	600mm Non-Return Valve, Flanged PN 40Bar

Any enquiries regarding bidding procedures may be directed to the –

**[bidenquirieswte@dws.gov.za](mailto:bidenquirieswte@dws.gov.za)**

**Or**

For technical or site information –

Odendaal J

**[odendaalj@dws.gov.za](mailto:odendaalj@dws.gov.za)**

## **Annexure A**

# **GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010**

### **NOTES**

The purpose of this document is to:

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

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

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

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7. Performance security
8. Inspections, tests and analysis
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## **General Conditions of Contract**

### **1. Definitions**

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

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

**security**

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

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

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,



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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

**16. Payment**

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>29. Governing language</b>	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
<b>30. Applicable law</b>	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	<p>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</p> <p>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.</p>
<b>32. Taxes and duties</b>	<p>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.</p> <p>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.</p> <p>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.</p>
<b>33. National Industrial Participation Programme (NIP)</b>	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
<b>34. Prohibition of Restrictive practices</b>	<p>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).</p> <p>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.</p>

- 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)