



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

DUE AT 11:00

ON

25 JULY 2025

BID WTE-0217-NC

SUPPLY, DELIVERY, AND INSTALLATION OF 1.5KM FENCE AT INJAKA DAM UNDER GROBLERSDAL AREA OFFICE WITHIN NORTHERN OPERATIONS. IT IS ESTIMATED THAT TENDERERS MUST HAVE A CIDB CONTRACTOR GRADING DESIGNATION OF 2SQ OR HIGHER.

SUBMIT BID DOCUMENTS TO:

TO BE DEPOSITED IN THE BID BOX AT

**DEPARTMENT OF WATER AND SANITATION
GROBLERSDAL AREA OFFICE (AQUAVILLE)
R25 BRONKHORSTSPRUIT ROAD (OPPOSITE LOSKOP IRRIGATION BOARD)
GROBLERSDAL**

COMPULSORY BRIEFING SESSION

DATE: 16 JULY 2025

VENUE: INJAKA DAM (Coordinates: 24°53'24.6' S, 31°04'37"E)

TIME: 11:00 am

BIDDER: (Company address and stamp)

DEPARTMENT OF WATER AND SANITATION

BID WTE 0217- NC

THE SUPPLY, DELIVERY, AND INSTALLATION OF A 1.5KM FENCE AT INJAKA DAM UNDER GROBLERSDAL AREA OFFICE WITHIN NORTHERN OPERATIONS.

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DEPARTMENT OF WATER AND SANITATION

BID WTE-0217-NC

THE SUPPLY, DELIVERY, AND INSTALLATION OF A 1.5KM FENCE AT INJAKA DAM UNDER THE GROBLERSDAL AREA OFFICE WITHIN NORTHERN OPERATIONS.

SECTION 1: LEGALITIES

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INSTRUCTIONS TO BIDDERS

1. ISSUING OF DOCUMENTS

- (a) A complete set of bid documents are issued to a prospective Bidder.
- (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 or the drawing(s) contain any obvious errors, the bidders must immediately notify the Department to have any discrepancy rectified or clarified before submitting this bid.

Such clarification will be valid only if made by the Department through formal amendment as described hereunder before 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, 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 or in connection with the submission of bids that conflict with the conditions laid down in this document.
- (e) Each page of the completed document that will be submitted should be initiated by the Bidder at the bottom of the page.

2. QUERIES CONCERNING THIS BID

Queries of a specific technical nature may be directed to **the Supply Chain Management office at 013 262 6814/ 6846** or maybe made in writing to: [seloloi@dws.gov.za/](mailto:seloloi@dws.gov.za) Kekanam4@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) **SBD 3.1 in the bid document and the Pricing Schedule must be fully completed and priced out by the bidder. 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 cover letter and supporting documents, shall be sealed in an envelope endorsed:

"ORIGINAL BID FOR BID WTE - 0217 NC THE SUPPLY, DELIVERY AND INSTALLATION OF 1.5KM FENCE AT INJAKA DAM UNDER GROBLERSDAL AREA OFFICE WITHIN NORTHERN OPERATIONS, and the name of the Bidder shall be clearly shown.

- (b) Bids sealed and endorsed as above must be deposited in the bid box situated at:

**Department of Water and Sanitation
Groblersdal area office (Aquaville)
R25 Bronkhorspruit Road – (Opposite Loskop Irrigation Board)
Groblersdal
0470**

and not later than 11:00 on the date stipulated on the front cover of this document.

5. SIGNATURE ON BIDS

The Bid, if by an individual, must be signed by that individual or by someone on his behalf duly authorized thereto, and proof of such authority must be produced. If the bid is by a Company, it must be signed by a person duly authorized 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.

If the bid is submitted by a 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 notarially 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 authorizing the person who signed the bid to do so.

6. GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract, as attached, shall be regarded as an integral part of the contract documents.

7. BIDDERS DISCLOSURE

This document must be completed in full.

Bidders' attention is drawn particularly to PARAGRAPH 2.3 which requires the bidder to disclose if the company or any of the directors have an interest in other companies whether they have bided or not.

Bidders are required to provide all information. Should a bidder have more companies to declare such information can be provided on a separate sheet in the format prescribed in the form and be attached to the SBD 4. Information captured must be in line with what is captured in the CSD report

8. 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 per 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.

9. TELEGRAPHIC BIDS

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

10. THE DEPARTMENT'S RIGHT TO DECLINE ANY BID

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

11. THE DEPARTMENT IS NOT LIABLE FOR THE BIDDER'S EXPENSES

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

12. PAYMENTS UNDER THE CONTRACT

All payments due to the bidder under the contract will be made through Electronic Fund Transfer.

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, and particulars of accepted bids are published weekly in the Government Tender Bulletin.

15. EVALUATION CRITERIA

Bids will be evaluated following the Preferential Procurement Regulations, 2022, using the 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000). The lowest acceptable bid will score special goals as follows: Women = **5 points**, Disability = **5 points**, Youth = **5 points**, Location of an enterprise (local equals province) = **2 points**, and B-BBEE status level contributors from level **1 to 2**, which are QSE or EME = **3 points**

Bids received will be evaluated in four (4) phases, namely:

- Mandatory compliance
- Functionality compliance
- Administrative Compliance, and
- Price and Points for specific goals

DEPARTMENT OF WATER AND SANITATION

BID WTE 0217 NC

THE SUPPLY, DELIVERY, AND INSTALLATION OF A 1.5KM FENCE AT INJAKA DAM UNDER THE GROBLERSDAL AREA OFFICE WITHIN NORTHERN OPERATIONS.

SECTION 2: SPECIFICATIONS

CONTENTS

1. SPECIFICATION

STANDARD SPECIFICATION

1. SCOPE OF WORKS

Installation of 1.5km hot-dipped galvanized diamond mesh fence with post and stay post.

- Install Hot-dipped galvanized diamond mesh fence 50mmx3mmx1 800mmx30 000mmx55 rolls.
- Install hot-dipped galvanized round dome steel posts with welded caps and base plates of 150 mm x 150 mm x 2 mm. Post size to be 50mmx2mmx2 400mm.
- Install hot-dipped galvanized round dome steel stay posts with bolts 50mmx2mmx2 400mm.
- Install post with concrete embedded in the ground.
- Install fence using galvanizing wire 5mmx5kg (202m)
- Install a fence using galvanizing wire 2mmx5kg (202m)

2. TECHNICAL SPECIFICATIONS

Any supplier to submit a tender concerning this project shall ensure compliance and acceptance of the information below:

Fence

- The height of the fence shall be 1 800mm high x 2mm thickness.
- The fencing to be supplied shall be hot-dipped galvanised diamond mesh.
- The fence aperture shall be 50mm x 50mm.

Post-installation preparations guidelines

- The post shall be installed 600 mm deep at intervals of 4 000mm.
- The post opening shall be excavated 400mmx400mmx600mm.
- The concrete mixture shall be carefully consolidated when installing the posts and shall be free of voids and have a concrete strength of 25MPa.
- Local SABS-approved cement for precast products shall be used in the concrete mixture.
- The concrete shall be allowed to cure for minimum of seven (7) days prior to installing any additional components to the post.
- The post shall be set plumb and follow the indicated alignment.

Posts

- The post to be used shall be hot-dipped galvanised round steel tube with round dome steel caps, including welded base plate of 150mmx150mmx2mm.
- The diameter of the post shall be 50mmx2mm.
- The posts shall have a height of 2 400mm.
- The post shall have hot-dipped galvanised round dome steel pole caps 76mm welded onto the pole.
- The fence will be tied to the post using 2mmx5kg and 5mmx5kg galvanised wire.

Stays

- The stays shall be 50mmx2mmx2 400mm.
- The stays shall be manufactured at a 45-degree angle with 12mm hole, to fit to post.
- The stays shall be bent for 200mm length from the top of the stay pole.
- The stays shall be bolted to the posts using button head bolts with nuts.

Hot-dipped galvanising process guideline requirements

- The Contractor shall provide hot-dipped galvanising posts and fencing materials.
- The post shall be degreased and pickled in either sulphuric or hydrochloric acid.
- Hot flux shall be applied to the steel post material in a solution of zinc chloride and ammonium chloride.
- The post shall be dipped in a molten zinc bath of 440-465 degrees Celsius for the formation of a coating of molten zinc iron alloys to provide two layers of corrosion control for the steel to form the barrier between the atmosphere and the carbon steel.
- A minimum micron requirement shall be 80 microns dry film thickness.

3. MATERIAL INSPECTION

- The Contractor shall ensure that all materials supplied meet the specified requirements.
- The Employer's representative shall inspect the materials for: - Thickness and diameter - Galvanizing quality (thickness and adherence) - Free from defects (cracks, bends, etc.), and check for compliance with specified dimensions before the material is delivered.
- The inspection shall be conducted at the Contractor's premises or site, or the contractor shall organize a factory for inspection.
- The Employer reserves the right to inspect and test the materials at any stage of the project
- Any defects or non-compliances found during inspection shall be rectified by the Contractor at their expense.
- The inspection of materials will be subsequently arranged with the bidder (s) recommended for award and prior approval.

4. PROJECT REQUIREMENTS FOR THE CONTRACTOR

- It is estimated that tenderers must be registered with the CIDB grading 2SQ or higher.
- The Contractor shall attend a mandatory site briefing session and inspect the site to verify all necessary measurements
- The Contractor shall submit a detailed programme to the Client within ten (10) working days after the date of receiving a letter of acceptance.

4.1. General

The Contractor is referred to SANS 1921: 2004: Construction and Management Requirements for Works Contracts, Part 1: General Engineering and Construction Works, this specification shall apply to the contract under consideration and the Contractor shall comply with all requirements relevant to the project. Certain aspects however require further attention as described hereafter.

4.2. Quality Assurance (QA)

The Contractor will be solely responsible for producing work that complies with the Specifications to the satisfaction of the Engineer. To this end, it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's QA system regularly to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's control is sufficient to identify any possible quality problems that could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment, and tools are available to control the quality of his workmanship following his QA system.

His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman.

The Quality Control Plan shall be approved by the Engineer before any work can commence on-site or at the factory. A factory acceptance test (FAT) shall be conducted on a sample pole and fence before the whole batch of poles and fence is galvanized.

4.3. Housing/camping

The Contractor shall be responsible for making his/her arrangements for accommodation for their staff. No accommodation will be allowed on the site.

4.4. Environmental Considerations

An environmental management plan shall be set up to ensure the proper environmental management of the contract. The service provider to ensure they conform with the applicable acts and standards. i.e., National Environmental Management Act.

4.5. Permission for access

No access to the site will be given unless confirmed approval from the Client has been obtained. Vehicles accessing the site shall be required to keep their speeds below a reasonable limit to minimize the creation of dust and so as not to endanger residents.

5. OCCUPATIONAL HEALTH AND SAFETY

It is a requirement that this Contractor shall provide a safe and healthy working environment and to direct all his activities in such a way that his employees and any other persons who may be directly affected by his activities are not exposed to hazards to their safety and health. The Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act NO. 85 and Amendment Act No. 181 of 1993, and the OHSA 1993 and its Regulations.

The successful bidder will be required to adhere to the site-specific Health, Safety and Environmental requirements while on site. A successful bidder will within 14 days after the acceptance of the appointment letter (SBD 7.1 Contract Document) be required to provide the Health & Safety File documentation as a mandatory requirement.

6. PROJECT PERIOD

The project is to be completed within **two (2) months** after the issuing of the purchase order. Any modifications or further extensions shall be requested through the SCM and the project manager.

7. SPECIFICATION SUMMARY

No	Material Description	Quantity	Sizes
Fencing at Injaka Dam			
1.	Hot-dipped galvanized diamond mesh fence	55	50mmx50mmx3mmx1.8m x30m rolls
2.	Hot-dipped galvanized round dome steel posts with welded-on caps and a base plate of 150mmx150mmx2mm.	390	50mmx2mmx2.4m x 30m
3.	Hot-dipped galvanized round dome steel stay posts with button head bolts and nuts	80	50 mm x 2 mm x 2 400mm
4.	Concrete	45	m3
5.	Galvanized wire	20	5 mm x 5 kg (202m)
6.	Galvanized wire	20	2 mm x 5 kg (202m)

EVALUATION CRITERIA

Bids will be evaluated following the new Preferential Procurement Regulations, 2022, using **80/20** preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).

The lowest acceptable bid will score special goals as follows: Women = **5 points**, Disability = **5 points**, Youth = **5 points**, Location of the enterprise (local equals province) = **2 points**, and B-BBEE status level contributors from level **1 to 2**, which are QSE or EME = **3 points**

Bids received will be evaluated in four (4) phases, namely:

- Mandatory compliance,
- Functionality compliance,
- Administrative Compliance, and
- Price and Points for Specific goals claimed.

PHASE 1: MANDATORY COMPLIANCE

Failure to comply with the items listed below will render your bid non-responsive and will result in your disqualification

A bidder who fails to comply with the specification's requirements will be disqualified and will not be considered for further evaluation.

No	Criteria	Yes	No
1	It is estimated that tenderers must have a CIDB contractor grading designation of 2SQ or higher.		
2	Bidders must attend the compulsory briefing session. The attendance register will be utilized as proof.		
3	Full completion of pricing schedule (SBD 3.1 form)		
4	Specification compliance: Indicate with an X on comply or not comply with the required specification		

Specification Compliance:

No	Material Description	Qty	Sizes	Comply	Not Comply
Fencing at Injaka Dam					
1.	Hot-dipped galvanized diamond mesh fence	55	50mmx50mmx3mmx1.8mx30m rolls		
2.	Hot-dipped galvanized round dome steel posts with welded-on caps and a base plate of 150mmx150mmx2mm.	390	50mmx2mmx2.4m x 30m		
3.	Hot-dipped galvanized round dome steel stay posts with button head bolts and nuts	80	50 mm x 2 mm x 2 400mm		
4.	Concrete	45	m3		
5.	Galvanized wire	20	5 mm x 5 kg (202m)		
6.	Galvanized wire	20	2 mm x 5 kg (202m)		

PHASE 2: FUNCTIONALITY COMPLIANCE

Bids that fail to achieve a minimum of **65 out of 100** will not be considered for phase 4 of the evaluation.

The weight that will be allocated to each functionality criterion is as follows :1 = poor, 2 = average, 3 = good, 4 = very good, and 5 = excellent. The evaluators are to score the bidder on a scale of 1 to 5 and use the scored value to determine the achieved weight of the criterion.

Criteria		Points Value	Maximum Weight
FUNCTIONALITY	Company Track Record / Contactable references Submit a company profile detailing the company experience and a list of signed relevant reference letters for previously completed projects from clients/employers.		25
	5 or more similar projects.	5	
	4 similar projects.	4	
	3 similar projects.	3	
	2 or less similar projects.	2	
	Methodology The method that will be used to complete the project should indicate: <ul style="list-style-type: none"> • Project Plan • Communication Plan • Execution Plan • Quality Plan • Project Closing Plan 		25
	All 5 plans	5	
	Four plans	4	
	Three plans	3	
	Two or less plans	2	
	Availability of relevant equipment and resources to complete the project. The Bidder to provide evidence of vehicles/ truck and machinery owned or to be hired/rented to carry out the project. Registration Certificates of the vehicle/truck or a letter from the Lessor confirming the lease agreement should be attached.		20
	Vehicle/ Truck and own tools & equipment	5	
	Vehicle/Truck only	3	
	Own tools and equipment only	3	
	Experience and qualifications of the project manager The CV of the project manager must be provided to claim points for this (years of experience) Minimum qualifications:		15

Project Management Certificate or higher qualification		
Qualification and experience: Above 5 years	5	
Qualification and experience: 3 – 5 years	4	
Qualification and experience: 1 – 3 years	3	
Qualification only with no experience	2	
Experience and qualifications of artisan/ foreman The CV of the artisan/foreman must be provided to claim points for this (years of experience) Minimum qualification: Must have at least one (1) person with an accredited National certificate in Steelworks Level 3 or higher		15
Qualification and experience: Above 5 years	5	
Qualification and experience: 3 – 5 years	4	
Qualification and experience: 1 – 3 years	3	
Qualification only with no experience.	2	
TOTAL		100

PHASE 3: ADMINISTRATIVE COMPLIANCE

Bidders are required to complete and submit the following documents, which should form part of the bid submitted by the closing date. - Failure to comply may lead to the disqualification of the proposal.

No	Criteria	Yes	No
1	Tax compliance with SARS (to be verified through CSD or SARS). Attach a copy of a Tax Clearance pin page.		
2	Companies must be registered with the National Treasury's Central Supplier Database and submit CSD report. Provide MAAA number on SBD1		
3	Active registration with the Company Intellectual Property Commission (to be verified through CSD or CIPC). Attach a copy of the CIPC / CIPRO certificates.		
4	A valid copy of the B-BBEE Status Level Verification Certificate or a valid sworn affidavit (failure to submit, the Bidder will forfeit the relevant points allocated for B-BBEE under specific goals)		
5	Complete, sign, and submit Standard Bidding Documents forms (SBD1, SBD4, and SBD 6.1		
6	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 the Financial Service Board		
7	Attach proof of CIDB registration (CRS number)		
8	The stipulated minimum threshold percentage for local production and content for all Fencing Materials is 100%, as stipulated by the Department of Trade and Industry (DTi) is applicable.		

No	Criteria	Yes	No
	<p>Please make yourself aware of the stipulated minimum threshold percentage of the specific item(s) as per the specifications.</p> <p>Annexure C needs to be completed and is available on the Department: Trade and Industry website. http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/</p>		
9	Resolution/Authorization or Proxy letter to prove that the representative or signatory of the service provider/Institution is duly authorized to sign on behalf of the service provider/institution and must attach a certified ID copy of the person assigned		

Therewith I, _____ (Bidder's Name) declare that

I have read, completed, and understood the above specifications.

Bidder's Signature

Date

PHASE 4: PRICE AND SPECIFIC GOALS

Bid proposals will be evaluated based on the 80/20 preference points system following the PPPFA (Act no 5 of 2000), where a maximum of 80 points will be awarded in respect of price and a maximum of 20 points will be awarded for specific goals.

Points claimed will be according to a bidder's specific goals claimed as indicated in Table 1 below.

The specific goals allocated points in terms of this tender	Number of maximum points allocated (80/20 system)
Women	5
People with disability	5
Youth (35 and below)	5
Location of enterprise (local equal province) e.g. Mpumalanga	2
B-BBEE status level contribution from levels 1 to 2 which are QSE or EME	3
Total points for SPECIFIC GOALS	20

Bidders should note that, points may be claimed for B-BBEE in terms of the preferential procurement Regulation, 2022. Such claim should be accompanied by either an **Original SANAS** accredited certificate or a **certified copy** of such a certificate to qualify for the points, Sworn affidavit will be accepted.

DEPARTMENT OF WATER AND SANITATION

BID WTE WTE-0217-NC

THE SUPPLY, DELIVERY, AND INSTALLATION OF A 1.5KM FENCE AT INJAKA DAM UNDER THE GROBLERSDAL AREA OFFICE WITHIN NORTHERN OPERATIONS.

SECTION 3: SBD 3.1 – PRICING SCHEDULE

CONTENTS

PREAMBLE TO THE SBD 3.1 – PRICING SCHEDULE

SBD 3.1 – PRICING SCHEDULE

PREAMBLE TO THE SBD 3.1 – PRICING SCHEDULE

1. GENERAL

The SBD 3.1 forms part of the Contract Documents and must be read and priced in conjunction with all the other documents, which include the Conditions of Contract and all other Specifications in the bid document.

2. QUANTITIES REFLECTED IN THE PRICING SCHEDULE

The quantities given in the SBD 3.1 can be subject to change. **The Department reserves the right to only purchase one product per item, or one item, or none of the items in the pricing schedule.**

The validity of the contract will in no way be affected by differences between the quantities in SBD 3.1 and the quantities finally certified for payment.

3. PRICING OF THE SCHEDULE

The rates to be filled in the SDB 3.1 should include all costs. All rates and amounts quoted in the SBD 3.1 shall be in Rand and shall include VAT.

4. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid, the use of correction fluid will invalidate your bid, but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Bidder, failure to initial where the correction was done will invalidate your bid.



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

PRICING SCHEDULE – FIRM PRICES

THE SUPPLY, DELIVERY, AND INSTALLATION OF 1.5KM FENCE AT INJAKA DAM UNDER GROBLERSDAL AREA OFFICE WITHIN NORTHERN OPERATIONS

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

THIS PRICING SCHEDULE MUST BE COMPLETED IN FULL- FAILURE TO COMPLY WILL INVALIDATE YOUR BID

Name of bidder:	Bid Number: WTE - 0217- NC
Closing Time 11:00 am	Closing date: 25 JULY 2025

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

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

NO	MATERIAL DESCRIPTION	QTY	SIZE	UNIT PRICE	BID PRICE IN RSA CURRENCY
1.	Hot-dipped galvanized diamond mesh fence	55	50mmx50mmx3 mmx1.8mx30m rolls		
2.	Hot-dipped galvanized round dome steel posts with welded-on caps and base plate of 150mmx150mmx2mm.	390	50mmx2mmx2.4 m x 30m		
3.	Hot-dipped galvanized round dome steel stay posts with button head bolts and nuts	80	50 mm x 2 mm x 2 400mm		
4.	Concrete	45	m3		
5.	Galvanized wire	20	5 mm x 5kg (202m)		
6.	Galvanized wire	20	2 mm x 5 kg (202m)		
7.	Installation fee				
8.	Delivery fee				
Sub-Total					
VAT 15%					
Total Bid Price					

- Required by: Department of Water and Sanitation
- At: Groblersdal Area Office
-
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/not firm
- Delivery basis

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

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

*Delete if not applicable

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF WATER AND SANITATION					
BID NUMBER:	WTE-0217-NC		CLOSING DATE:	25 JULY 2025	
			CLOSING TIME:	11:00	
DESCRIPTION	THE SUPPLY, DELIVERY, AND INSTALLATION OF 1.5KM FENCE AT INJAKA DAM UNDER GROBLERSDAL AREA OFFICE WITHIN NORTHERN OPERATIONS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF WATER AND SANITATION					
GROBLERSDAL AREA OFFICE					
AQUAVILLE					
GROBLERSDAL					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. IM Selolo		CONTACT PERSON	Mr. R Rasivhenge/ Ms M Abrahams	
TELEPHONE NUMBER	013 262 6814 / 078 195 5545		TELEPHONE NUMBER	082 873 4174/ 063 984 2790	
E-MAIL ADDRESS	Seloloi@dws.gov.za		E-MAIL ADDRESS	rasivhenget@dws.gov.za abrahamsmj@dws.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
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	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

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

DATE:



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 ¹ 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 proprietors/directors/trustees/shareholders/members/ partners or any person having a controlling interest in the enterprise, in the table below.

Full Name	Identity Number	Name of State institution

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

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

- 2.2.1 If so, furnish particulars:

.....
.....

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

YES/NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium 2 will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring 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.

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

- 3.6 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



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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is the 80/20 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	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest 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

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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Who are women	5	
Who has disability	5	
Who is a youth	5	
Location of enterprise (local equals province)	2	
B-BBEE status level contributions from level 1 to 2 which are EME or QSE	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND SURNAME:

DATE:

ADDRESS:

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

- | | |
|---|---|
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 19. Assignment | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the</p> |

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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