



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

**REQUEST FOR BID**

**BID NUMBER: WQ-32149**

**DESCRIPTION**

**MANUFACTURE,SUPPLY, COMMISSIONING AND DELIVER ONE (1) 5.2M SAMSACCREDITED  
RIGID INFLATABLE BOAT COMPLETE WITH ONE (1) 100 HP FOUR- STROKE OUTBOARD  
MOTOR AND FULLY LICENCED TRAILOR AND ACCESSORIES**

**ISSUE DATE: 09 JUNE 2025**

**CLOSING DATE: 24 JUNE 2025**

**TIME: 11:00**

**SUBMIT TENDER DOCUMENT  
TO**

POSTAL ADDRESS:  
DIRECTOR-GENERAL: WATER AND  
SANITATION  
PRIVATE BAG X 313  
PRETORIA,0001

**OR**

**TO BE DEPOSIT IN:**  
THE TENDER BOX AT THE ENTRANCE  
OF ZWAMADAKA BUILDING  
157 FRANCIS BAARD STREET  
(FORMERLY SCHOEMAN STREET)  
PRETORIA,0002

**TENDERER:** (Company address and stamp)

**COMPILED BY: ROSINA MURUDI**

**DEPARTMENT OF WATER AND SANITATION**

**Please be aware that the Department representatives at SCM will never call you and demand.**

bribes in exchange for a tender. if this happens, please notify the Department.

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	WQ-32149	CLOSING DATE:	24 JUNE 2025	CLOSING TIME:	11:00
DESCRIPTION	MANUFACTURE,SUPPLY, COMMISSIONING AND DELIVER ONE (1) 5.2M SAMSA ACCREDITED RIGID INFLATABLE BOAT COMPLETE WITH ONE (1) 100 HP FOUR-STROKE OUTBOARD MOTOR AND FULLY LICENCED TRAILOR AND ACCESSORIES				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>ZWAMADAKA BUILDING ENTRANCE</b>					
<b>157 SCHOEMAN STREET</b>					
<b>PRETORIA</b>					
<b>0002</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	ROSINA MURUDI		CONTACT PERSON	M SIBANYONI/ P ROBERTS	
TELEPHONE NUMBER	012 336 7030		TELEPHONE NUMBER	012 336 7827/ 7820	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Murudit@dws.gov.za		E-MAIL ADDRESS		
<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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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 PART B:3 ]	
<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		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](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 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: .....

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

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

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

**Name of bidder.....**

**Bid number: WQ-32149**

**Closing Time 11:00**

**Closing date: 24 JUNE 2025**

OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID

SEQ	QTY	DESCRIPTION: <b>MANUFACTURE,SUPPLY, COMMISSIONING AND DELIVER ONE (1) 5.2M SAMSA ACCREDITED RIGID INFLATABLE BOAT COMPLETE WITH ONE (1) 100 HP FOUR- STROKE OUTBOARD MOTOR AND FULLY LICENCED TRAILOR AND ACCESSORIES</b>	BRAND	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
1	1	<b>Rigid Inflatable Boat</b> , complete (Boat, Hull & Transom & deck Construction, console, seating, pontoons, console, wet-well, etc.) 1.1 – 1.5.13		Unit price: R.....  Total price: R.....
2	1	<b>SAMSA</b> Certified Buoyancy certificate & SAMSA local general safety certificate (LGSC) as per specification 2.1		Unit price: R.....  Total price: R.....
3	2	Two female lighter sockets with waterproof cover plugs install in the console as specification 2.2		Unit price: R.....  Total price: R.....
4.1	1	<b>Boat accessories</b> 3-stand folding sun canopy as per 3.1 to 3.3		Unit price: R.....  Total price: R.....
4.2	2	Cage type stainless steel frames as per 3.4		Unit price: R.....  Total price: R.....

5.1	1	<b>Trailer for Rigid Inflatable</b> Boat, complete as specified in 4.1 to 4.4. & 4.6 & 4.10 – 4.11		Unit price: R..... Total price: R.....
5.2	1	Full size spare wheel as per specification 4.5		Unit price: R..... Total price: R.....
5.3	1	Heavy duty winch as per specification 4.7		Unit price: R..... Total price: R.....
5.4	1	Heavy duty PVC bag as per specification 4.8		Unit price: R..... Total price: R.....
5.5.1	2	Triangles as per specification 4.9		Unit price: R..... Total price: R.....
5.5.2	1	Suitable wheel spanner as per specifications 4.9		Unit price: R..... Total price: R.....
5.5.3	1	Suitable jack as per specifications 4.9		Unit price: R..... Total price: R.....
5.6.1	1	Waterproof license disc holder as specifications 4.13		Unit price: R..... Total price: R.....
5.6.2	1	Valid roadworthy certificate as per specifications 4.14		Unit price: R..... Total price: R.....
5.6.3	1	Standard number plate holder as per specifications 4.15		Unit price: R..... Total price: R.....
5.7.1	1	Set of spare wheel bearings & suitable lubricant (grease) as per specification 4.16		Unit price: R..... Total price: R.....

5.7.2	1	Spare winch strap with snap hook as per specifications 4.16		Unit price: R..... Total price: R.....
5.7.3	3	Spare turn buckles as per specifications 4.16		Unit price: R..... Total price: R.....
5.7.4	1	Set of spare light connection plugs (male & female)		Unit price: R..... Total price: R.....
5.7.5	1	Identification plaque shall be supplied & fitted to trailer as per specification 4.17		Unit price: R..... Total price: R.....
6	1	<b>100 Hp Four Stroke Outboard</b> Motor, complete as specified in 5.1 to 5.23 (Motor, Remote-Control Lever, Digital Network Gauge, Standard Propeller, etc.)		Unit price: R..... Total price: R.....
7.1.1	1	<b>Accessories for Outboard motor</b> Operator manual as per specifications 6.1		Unit price: R..... Total price: R.....
7.1.2	1	Spare propeller as per specifications 6.2		Unit price: R..... Total price: R.....
7.1.3	1	Motor cover as per specification 6.3		Unit price: R..... Total price: R.....
7.1.4	1	Motor support bracket as per specifications 6.4		Unit price: R..... Total price: R.....
7.1.5	1	New battery as per specifications 6.5 to 6.7		Unit price: R..... Total price: R.....
7.1.6	2	Portable fuel tanks as per specifications 6.8 to 6.10		Unit price: R..... Total price: R.....
7.1.7	1	Supply & fit 4-way waterproof switch panel on console as per specification 6.11		Unit price: R..... Total price: R.....
7.1.8	1	Water Separator as per specifications 6.12 to 6.13		Unit price: R..... Total price: R.....
8.1	1	<b>Safety equipment &amp; spares</b> Fire Extinguisher as per specifications 7.1		Unit price: R..... Total price: R.....

8.2	1	Small toolkit as per specifications 7.2		Unit price: R..... Total price: R.....
8.3	1	First-aid kit as per specifications		Unit price: R..... Total price: R.....
8.4	2	Watertight capsized containers / bottle as per specification 7.4		Unit price: R..... Total price: R.....
8.5	6	SANS & SAMSA Approved level 100 lifejackets as specifications 7.5		Unit price: R..... Total price: R.....
8.6	2	SANS & SAMSA approved level 150 inflatable jackets as per specifications 7.6		Unit price: R..... Total price: R.....
8.7	4	Spare CO gas cylinders as per specification 7.7		Unit price: R..... Total price: R.....
8.8	1	Suitable folding anchor as per specification 7.8		Unit price: R..... Total price: R.....
8.9	1	Capsized rope per specification 7.9		Unit price: R..... Total price: R.....
8.10	2	Telescopic oars as per specifications 7.10		Unit price: R..... Total price: R.....
8.11	1	Suitable air bellow as per specification 7.11		Unit price: R..... Total price: R.....
8.12	1	12 V Amp automatic pontoon inflator pump as per specification 7.12		Unit price: R..... Total price: R.....
8.13	1	Pontoon repair kit as per specification 7.13		Unit price: R..... Total price: R.....
8.14	1	Red flag 500mmx500mm as per specification 7.14		Unit price: R..... Total price: R.....
8.15	1	5 m spare fuel line as per specification 7.15		Unit price: R..... Total price: R.....
8.16	4	Spare spark plugs as per specification 7.16		Unit price: R..... Total price: R.....

8.17	1	Spare "in-line" fuel filter as per specification 7.17		Unit price: R..... Total price: R.....
8.18	1	Spare primer bulb as per specification 7.18		Unit price: R..... Total price: R.....
8.19	2	Sapre fuel connectors as per specification 7.19		Unit price: R..... Total price: R.....
8.20	1	Spare emergencies stop lanyard as per specification 7.20		Unit price: R..... Total price: R.....
8.21	2	Sapre pontoon valves as per specification 7.21		Unit price: R..... Total price: R.....
8.22	1	Pontoon pressure gauge to fit offered pontoon valve as per specification 7.22		Unit price: R..... Total price: R.....
9	2	Marine Navigator Garmin GPSMAP 65 as per specification 8.1		Unit price: R..... Total price: R.....
10	1	Delivery of Complete Boat, Outboard Motor, Trailer & Accessories to: Department of Water & Sanitation 474 Carl Street Pretoria West		Unit price: R..... Total price: R.....
VAT				R.....
TOTAL				R.....

**X**



- Required by: .....
- At: .....  
.....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....  
firm \*Delivery: Firm/not
- 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

**NB:**

### **Special Condition of Bid**

**The department reserves to write to engage with the successful service provider to negotiate the prices as submitted.**

**If it is envisaged that negotiations will be conducted only with the successful supplier, the negotiations will be based on a best estimate of the cost of the works.**



**water & sanitation**

Department:  
Water and Sanitation  
REPUBLIC OF SOUTH AFRICA

### **SPECIFICATIONS FORM**

**SUBJECT: REQUEST THE DIRECTOR SUPPLY CHAIN TO APPOINT A SERVICE PROVIDER TO MANUFACTURE, SUPPLY, COMMISSIONING AND DELIVER ONE (1) 5.2m SAMSA ACCREDITED RIGID INFLATABLE BOAT COMPLETE WITH ONE (1) 100 HP FOUR-STROKE OUTBOARD MOTOR AND FULLY LICENCED TRAILER FOR THE SPATIAL INFORMATION DIRECTORATE.**



<b>1.</b>	<b>RIGID INFLATABLE BOAT:</b>		
	<b>1.1.</b>	<b>DESCRIPTION OF RIGID INFLATABLE BOAT:</b>	
		<b>1.1.1.</b>	The boat shall be constructed in accordance with the SAMSA Marine Notice 13 of 2011 and Merchant (National Small Vessels Safety) Shipping Regulations

			2007 of Section 356 of the Merchant Shipping Act 57 of 1951.	
		1.1.2.	Manufacturers <b>will</b> construct the boat in accordance with the <b>ISO 6185-3 / SANS 553-3</b> standards and/or European Recreational Craft Directive Standards.	
<b>DETAILS OF OFFER</b>				<b>IMAGE</b>
		1.1.3.	The boat shall be of a Mono <b>Semi-Deep</b> V-Hull type, with <b>approximately</b> the following dimensions and specifications:	
			• Length: 5 200 mm	
			• Overall Beam: 2 350 mm	
			• Inside length: 4 000 mm	
			• Inside beam: 1 300 mm	
			• Bow dead rise: 45°	
			• Stern dead rise: 20°	
			• Pontoon diameter: 500 mm	
			• Draught "while in rest": < 300 mm	
			• Minimum Air Compartments: 6	
			• Maximum Hull Weight: 400 kg	
			• Maximum Load not less than: 1 150 kg	
		1.1.4.	The craft shall be designed so as to provide access to all fittings without removal or dismantling of any structure.	
<b>1.2. HULL AND TRANSOM CONSTRUCTION:</b>				
		1.2.1.	The hull and scantlings <b>will be</b> manufactured strictly to <b>SANS 12215-1 to 4</b> .	
		1.2.2.	The hull shall be constructed so that the minimum reinforcement material will not be less than 2.5 kg / m².	
		1.2.3.	All corners shall be overlapped by at least 140 mm.	
		1.2.4.	Isotahalic resin shall be used exclusively in the gel coat and a minimum of one layer of the reinforcement.	
		1.2.5.	Longitudinal and cross fibre-glass beams shall be provided to guarantee rigidity and minimize deflection. These longitudinal and cross fibre-glass beams shall form an integral part of the hull.	
		1.2.6.	Keel laminate shall be an additional 100 % of the hull bottom laminate, minimum width 250mm.	
		1.2.7.	A 25 mm wide by 6 mm thick aluminum keel strip shall be fitted to reduce beaching keel wear. The keel strip shall be fastened with 5 mm Ø 316 stainless steel countersunk self-tapping screws.	
		1.2.8.	The transom core shall comprise of a minimum of 32mm	

			thick plywood sandwiched between the transom laminate.	
		1.2.9.	Three securing points (towing eyes) shall be provided. Two aft, on the transom; and one below the bow area; of the boat	

DETAILS OF OFFER				IMAGE
		1.2.10	The securing points shall be M10 316 stainless steel U-bolts with a clear eye of not less than 50mm secured through the transom or hull with nylock nuts. Each U-bolt shall be capable of supporting a pulling force of at least 5 kN.	
		1.2.11	The securing points shall have a minimum of 3 mm thick stainless steel backing plate on either side of the transom or hull. All strong points <b>will be</b> according to <b>SANS 15084</b> .	
	<b>1.3.</b>	<b>DECK CONSTRUCTION:</b>		
		1.3.1.	The deck shall be GRP molding reinforced with 3 mm (comat) as well as a 10 mm marine ply, or equivalent material, on areas where the console and other equipment will be fitted.	
		1.3.2.	Floor and bulkhead shall be manufactured out of GRP to eliminate rotting. Longitudinal beams shall be provided to add extra strength to the hull.	
		1.3.3.	The deck shall be self-draining, while in rest, with non-return outlets at the transom, where applicable.	
		1.3.4.	A Front Hatch / Anchor Hatch shall be provided and shall be rubber lined; 3 mm thick. The hatch shall be capable of storing at least 4 life jackets and one anchor with a chain and rope.	
		1.3.5.	Additional seating will be supplied in the bow area and be upholstered with heavy duty PVC material and closed cell foam. <i>(Upholstery color to be confirmed)</i>	
	<b>1.4.</b>	<b>CONSOLE &amp; SEATING:</b>		
		1.4.1.	A pilot seat, manufactured from 316 Stainless Steel, shall be fixed to the deck behind the steering console. The seat will be curved to the front and will include a back rest. The seat and backrest will be upholstered with heavy duty PVC material and closed cell foam <i>(Upholstery color to be confirmed)</i> . The pilot seat shall have the following minimum dimensions and other requirements:	
			<ul style="list-style-type: none"> <li>• 700 mm Wide; (Port to Starboard)</li> </ul>	
			<ul style="list-style-type: none"> <li>• 330 mm Long; (Bow to Stern)</li> </ul>	
			<ul style="list-style-type: none"> <li>• 750 mm High; (Floor to top of Seat)</li> </ul>	

DETAILS OF OFFER				IMAGE
			<ul style="list-style-type: none"> <li>A "footrest" must be incorporated 250 mm from the floor (To be utilized when seated)</li> </ul>	
			<ul style="list-style-type: none"> <li>The back rest must be able to swivel; (Stern to Bow)</li> </ul>	
			<ul style="list-style-type: none"> <li>The seat's distance from the console should be approximately 400 mm</li> </ul>	
			<ul style="list-style-type: none"> <li>The seat must be able to be adjusted (Bow to Stern) and shall have three (3) settings of 80 mm apart.</li> </ul>	
		1.4.2.	<b>The bidder shall supply a CAD drawing or Photo/s of the proposed pilot-seat.</b>	

DETAILS OF OFFER				IMAGE
		1.4.3.	<p>A standing console shall be offered. <b>No jockey console will be considered.</b> Seating, upholstered with heavy duty PVC material and closed cell foam, on the front of the console shall be provided. <i>(Upholstery colour to be confirmed)</i></p> <p>The field of vision from the helm position <b>will be</b> according to <b>SANS 11591</b>.</p>	
		1.4.4.	<p>The standing console with the following minimum dimensions shall be offered:</p> <ul style="list-style-type: none"> <li>± 600 mm Wide; (Port to Starboard)</li> <li>± 500 mm Long; (Bow to Stern) and</li> <li>± 975 mm High.</li> </ul> <p><b>The bidder shall supply a CAD drawing or Photo/s of the proposed Console.</b></p>	
		1.4.5.	The console shall be fixed to the deck in such a manner that it would not come loose during operation in rough water conditions.	
		1.4.6.	Where Applicable, Battery and fuel compartments shall be separated by an airtight wall. Ventilation of fuel compartment/s <b>will be</b> according to <b>SANS 11105</b> .	
		1.4.7.	A 25 mm Ø 316 stainless steel grab-rail, to hold onto in rough conditions, shall be supplied and fixed to the console. The grab-rail shall be capable of supporting a pulling force of 900N per side.	
		1.4.8.	A Perspex Windscreen will also be fitted to the console.	
		1.4.9.	A plaque in English stating the carrying capacity (in kilograms), the number of persons, maximum power, serial number, etc. shall be fitted to the transom according to <b>SANS 557</b> .	
		1.4.10	<p>A Back seat (Stern), with the following minimum dimensions will be fixed to the deck:</p> <ul style="list-style-type: none"> <li>1 000 mm Long; (Starboard to Port)</li> <li>400 mm Wide; (Stern to Bow) and</li> <li>450 mm High.</li> </ul>	





	1.4.11	The seat and backrest will be upholstered with heavy duty PVC material and closed cell foam ( <i>Upholstery colour to be confirmed</i> )	
	1.4.12	The Stern Seat will be of the "box type" with a hinged seat so that additional safety equipment can be stored in the box.	
	1.4.13	<p><b>The bidder shall submit a drawing / photos of the proposed boat's deck layout, which will include the following:</b></p> <ul style="list-style-type: none"> <li>• Dimensions of Deck.</li> <li>• Positions and Dimensions of all Seating.</li> <li>• Positions and Dimensions of Offered Console; and</li> <li>• Positions and Dimensions of Fuel &amp; Battery Storage Compartments;</li> </ul>	


DETAILS OF OFFER			IMAGE
1.5.	<b>PONTOON CONSTRUCTION:</b>		
	1.5.1.	Inflatable pontoons with at least <b>Six (6)</b> independent compartments shall be fitted to the hull.	
	1.5.2.	The color of the pontoons and trimmings shall be <b>Confirmed</b> .	
	1.5.3.	<p>Boat Numbers (Decals) shall be printed on PVC (Pontoon Material) and glued to both sides of the boat. The boat number will have the following specifications:</p> <p><b>NOTE:</b></p> <p><i>The Department of Water Affairs (DWA) changed their name to the Department of Water and Sanitation (DWS) quite a while ago. The prefix "DWA" is registered at SAMSA and can therefore not be changed to DWS.</i></p> <div data-bbox="368 1211 941 1357" data-label="Image"> </div> <p><b>NOT TO SCALE</b></p> <ul style="list-style-type: none"> <li>• Black Printing on Yellow PVC, minimum thickness of 1 000 gr/m<sup>2</sup>;</li> <li>• Alphabetical Characters &amp; Numerals – Upright Sans Serif Block Capital Letters / Numerals (Not Expanded or Condensed), Minimum 150 mm High.</li> <li>• Line Thickness of Letters / Numerals – Minimum 15 mm.</li> </ul>	

		<ul style="list-style-type: none"> <li>• Black Border Line Thickness – Minimum 15 mm.</li> <li>• Yellow Border Width between Letters and Black Border – 15 mm (Total Height of Yellow Background not to Exceed 200 mm)</li> </ul>	
	1.5.4.	<p>The material of the pontoons shall preferably be of high quality non-fading Valmex® PVC, <b>or better</b>. The thickness shall be a minimum of 1 000 gr/m². The Bidder will supply a sample of the Pontoon Material; minimum size of 200 mm x 200 mm.</p> <p><b><u>Should no Sample be submitted, the Bid will be deemed to be INVALID.</u></b></p>	
	1.5.5.	<b>No seems or joints that are glued together will be considered.</b>	
	1.5.6.	All seems or joints will be Thermo-Fused with an overlap, including an additional strip on the inside as well as one on the outside.	
	1.5.7.	A "Commercial" bump strip of not less than 200 mm wide shall be fitted on the outside of each pontoon.	
<b>DETAILS OF OFFER</b>			<b>IMAGE</b>
	1.5.8.	A Heavy-duty PVC double-skinning will be fitted on the lower section, below the bump strip, of the pontoons.	
	1.5.9.	Black non-slip strips of double-skinning, minimum 200 mm wide will be fitted on the top section of the pontoons.	
	1.5.10	A minimum of Three (3) carrying handles (per side) shall be supplied and fitted on the pontoon. 16 mm Ø rope will be fitted between each carrying handle. Each handle shall be capable of handling a vertical pulling force of 600N.	
	1.5.11	D-Rings with 16 mm Ø rope shall be supplied and fitted on the inside of the pontoons.	
	1.5.12	All external plastic components (Rubbing Strips, Handles, etc.) will be of high-quality material that is non-fading.	
	1.5.13	<p>Descriptive Literature and Specification Sheet/s (in English), of the Boat offered, shall be supplied.</p> <p><b><u>Failure to submit abovementioned, the Bid will be deemed to be INVALID.</u></b></p>	
<b>2.</b>	<b>ADDITIONAL REQUIREMENTS:</b>		
	2.1.	A SAMSA Certified Buoyancy Certificate & SAMSA Local General Safety Certificate (LGSC) will be supplied. An A4 Waterproof Pouch will also be supplied to safeguard these documents. <b><i>(Vessel to be Surveyed for Six (6) Persons)</i></b> . Particulars for the LGSC can be obtained from the official as mentioned in <b><i>Paragraph 1.</i></b>	
	2.2.	Two (2) female lighter sockets with waterproof cover plugs will be installed in the console. These sockets will be used for auxiliary	

		equipment. (The position of the sockets will be confirmed prior to commissioning.)	
<b>3.</b>	<b>BOAT ACCESSORIES:</b>		
	3.1.	A 3-stand folding sun canopy, minimum 500 gr/m <sup>2</sup> polyester, will be supplied and fitted to the pontoons. (Canopy colour to be confirmed) The canopy must also be able to be removed completely from the boat.	
	3.2.	A boat cover, minimum 500 gr/m <sup>2</sup> polyester, suitable for the specified boat. (Cover colour to be confirmed)	
	3.3.	A 38 mm Ø 316 stainless steel Roll Bar / Ski Bar shall be supplied and fitted aft to the deck.	
	3.4.	Two (2) cage type stainless steel frames shall be fitted <b>horizontally</b> to the roll / ski bar to accommodate the watertight capsized containers. The frames should preferably be bolted to the roll / ski bar.	



DETAILS OF OFFER			IMAGE
4.	TRAILER:		
4.1.	A heavy-duty trailer with a heavy-duty "Swing Away Type" jockey wheel (Carrying Capacity of at least 350 kg), suitable for the offered boat shall be supplied.		
4.2.	The complete trailer shall be galvanized.		
4.3.	The trailer shall be fitted with at least 14" rims, 185R commercial types and HEAVY-DUTY axle (Minimum 40 mm Ø).		
4.4.	The trailer shall be fitted with a "Telescopic" Boom extension.		
4.5.	One (1) full size spare wheel shall be supplied and bolted to the trailer. The spare wheel shall be lockable to the trailer. The spare wheel should preferably be fitted below the boat.		
4.6.	The trailer shall be supplied with keel rollers and a self-docking system (self-center with retrieval) to facilitate that the boat is in the center of the trailer.		
4.7.	A heavy-duty winch with the following features: <ul style="list-style-type: none"> <li>• Rust-resistant, cast aluminum or galvanized frame, preferably fully enclosed.</li> <li>• Adjustable handle length.</li> <li>• Drum storage capacity of at least 6 m long x 50 mm wide Polyester Strap; and</li> <li>• Capable of handling a weight capacity of at least 1 400 kg.</li> </ul>		
4.8.	A Heavy-Duty PVC bag with cover, carrying handles, etc. with the following minimum dimensions; will be supplied: 400 mm long x 200 mm Wide x 400 mm High.		
4.9.	The following items will be offered as standard and should all fit into the above-mentioned bag: <ul style="list-style-type: none"> <li>• 2 x Triangles.</li> <li>• Suitable wheel spanner.</li> <li>• Suitable Jack; and</li> <li>• Spares as listed in <b>Paragraph 9.16.</b></li> </ul>		
4.10	Two turn buckles capable of restraining the rear of the boat and one turn buckle capable of restraining the front of the boat during transportation shall be supplied.		
4.11	The trailer shall be provided with anchoring hooks for the turn buckles. The hooks shall be positioned to facilitate positive and easy securing of the boat. Each hook shall be capable of handling 5 kN.		

DETAILS OF OFFER			IMAGE
4.12	Small red triangles and reflective tape, complying with all the requirements of the latest road ordinance act, shall be fitted on the trailer. All lights on the rear of the trailer shall be of the "plasma" type, <b>IP 68 Rating (EN 60529 Standards)</b> ; and will form part of the trailer. (No loose lights on a chevron board will be considered.)		
4.13	A heavy-duty waterproof license disc holder (type that lid is fixed by four screws using a hexagon type key) shall be supplied and fitted to the front of the trailer.		
4.14	A valid roadworthy certificate and temporary license shall be supplied.		
4.15	A Standard number plate holder will be fitted onto the trailer. The number plate holder must be able to swivel so that it cannot be damaged when hit by an obstruction while launching. The outboard motor must not obscure the visibility of the number plate.		
4.16	The following spares for the Trailer will be offered: <ul style="list-style-type: none"> <li>• 1 x Set of Spare Wheel Bearings &amp; Suitable Lubricant (Grease)</li> <li>• 1 x Spare Winch Strap with Snap Hook</li> <li>• 3 x Spare Turn Buckles</li> <li>• 1 x Set of Spare Light Connection Plugs (Male &amp; Female)</li> </ul>		
9.17	<p>An identification plaque shall be supplied and fitted to the trailer:</p> <div data-bbox="316 900 919 1115" data-label="Image"> </div> <p><b>NOT TO SCALE</b></p> <ul style="list-style-type: none"> <li>• Black Writing on White or Yellow.</li> <li>• Alphabetical Characters &amp; Numerals – Upright Sans Serif Block Capital Letters / Numerals (Not Expanded or Condensed)</li> <li>• Minimum Size of Plaque – 150 mm long x 75 mm High</li> <li>• LINE 1: Boat Number (Minimum Letter Height = 15 mm)</li> <li>• LINE 2: Division / Scheme / Dam (Minimum Letter Height = 7.5 mm)</li> <li>• LINE 3 &amp; 4:</li> </ul>		




	Responsible Official's Cellular Telephone Numbers (Minimum Numeral Height = 7.5 mm)	
	<b>Note:</b> No "personal" names will be displayed on this ID Plaque. The owner of the vessel is the DWS, DI.	

DETAILS OF OFFER		IMAGE
<b>5.</b>	<b>SUPPLY AND FIT / INSTALL 100 HP OUTBOARD MOTOR &amp; OTHER:</b>	
5.1.	Electric Start, Power Trim & Tilt, outboard motor of the in-line four cylinders, 16-valve, SOHC, Direct Action is required.	
5.2.	The prop shaft output should be at least 73.5 kW @ 5 800 r/m.	
5.3.	The engine displacement should be between 1 800 cc and 1 850 cc.	
5.4.	The fuel induction system will be of the Electronic Fuel Injection type.	
5.5.	The starting enrichment shall be of the Fuel Injection type.	
5.6.	Engine Lubrication will be of the wet sump method.	
5.7.	The cooling system shall be of the raw-water and thermostatically controlled system with a stainless-steel water pump housing.	
5.8.	The alternator will be 35 Amp, including a rectifier regulator and battery charging of at least 19 Amp.	
5.9.	The steering angle shall be at least 35° in each direction.	
5.10.	The reduction gear, drive shaft to propeller shaft, shall be in the lower unit (gearbox) and shall have a gear ratio of 2.15.	
5.11.	The exhaust system shall be of the thorough propeller hub type.	
5.12.	The fuel consumption should not exceed 37 liters / hour at 6 000 r/m operation.	
5.13.	The engine will be supplied with a spline-type standard aluminum propeller.	
5.14.	The dry weight of the outboard motor shall not exceed 175 kg.	
5.15.	The outboard motor shaft length shall be of the long shaft type and not exceed 520 mm.	
5.16.	<p>An "all-in-one" original or as specified and approved by the engine manufacturer; single lever remote control box with the following minimum specifications; will be supplied as standard and will comply to <b>SANS 8848</b>:</p> <ul style="list-style-type: none"> <li>• Side mount for right-hand operation.</li> <li>• Ignition (Off - On - Start) with Keys.</li> <li>• Remote Control Lever (F-N-R) with neutral Interlock Trigger.</li> <li>• Power-trim and Tilt switch.</li> <li>• Neutral Throttle Lever (Fast Idle)</li> <li>• Emergency Stop Switch (Kill-switch); including lanyard.</li> </ul>	



5.17.	The control box / motor will have start-in-gear protection according to <b>SANS 11547</b> .	
-------	---	--


DETAILS OF OFFER		IMAGE
5.19.	An "all-in-one" original or as specified and approved by the engine manufacturer; digital network gauge (LCD) will be supplied as standard and must be able to display the following: <ul style="list-style-type: none"> <li>• Engine RPM.</li> <li>• Engine Trim.</li> <li>• Hour Meter - Total &amp; Trip; and</li> <li>• At least three vital Engine Functions, e.g. Cooling Water, Warning, Oil Pressure, Battery Voltage, etc.</li> </ul>	
5.20.	Descriptive Literature and Specification Sheet/s (in English), of the outboard motor offered, shall be supplied.	
5.21.	Supply and Fit a Balanced hydraulic steering system. Shall be mounted according to <b>SANS 10592</b> .	
5.22.	A steering wheel will be supplied and shall be of the rubber coated type of not less than 390 mm diameter and be fitted onto the Standing Console.	
5.23.	An emergency steering system will be supplied and fitted to the Outboard Motor.	
<b>6. ACCESSORIES FOR OUTBOARD MOTOR:</b>		
6.1.	One (1) operators' manual according to <b>SANS 568</b> shall be supplied.	
6.2.	One (1) spare propeller is suitable for this boat and motor shall be supplied, along with all necessary spacers, washers and lock nuts.	
6.3.	One (1) motor cover (Tarpaulin) shall be supplied.	
6.4.	One (1) Motor Support Bracket to be fixed on the trailer with quick release mechanisms.	
6.5.	One (1) New battery with marine terminals and splash-proof battery boxes shall be supplied and securely mounted.	
6.6.	The battery shall be of the sealed, lead-calcium, cranking marine type – 12 volt, with a <b>minimum</b> rating of CCA/SAE 245 Amps, 40Ah.	
6.7.	Supply and Fit a Single Battery Isolator Switch	
6.8.	Two (2) Portable fuel tanks, "Flat" type, of approximately 25 litre capacity; shall be supplied with standard fuel line pick-ups to fit offered outboard motor. The fuel tanks will comply with <b>SANS 13591</b> .	
6.9.	A standard fuel line with primer / pressure bulb, additional in-line see through fuel filter and fuel connectors shall be supplied.	
6.10.	Enough space under deck (channel) shall be supplied to accommodate at least two (2) fuel tanks. The fuel line will be long	

	enough so that the change to the spare fuel tank can be done without removing the tanks.	
6.11.	Supply and Fit 4-Way Waterproof Switch Panel on Console.	

DETAILS OF OFFER		IMAGE
6.12.	One Water Separator with the following minimum specifications will be supplied and fitted: <ul style="list-style-type: none"> <li>• Large Capacity Type with a fluid capacity of at least 210 cc.</li> <li>• Plastic Body with a see-through bowl and highly visible float.</li> <li>• A mounting bracket / mechanism will be part of the Body.</li> <li>• Maximum flow rate of at least 200 l/hour.</li> <li>• The filter shall be 10 µ.</li> <li>• In &amp; Out connectors with an outside diameter of 8 mm.</li> <li>• The size of the water separator shall not exceed: 200 mm High x 130 mm Wide x 130 mm Depth</li> </ul>	
6.13.	A Spare filter to fit above Water Separator will be supplied.	
<b>7. SAFETY EQUIPMENT &amp; SPARES:</b>		
7.1.	One (1) Fire Extinguisher, at least 1.5 kg Dry Powder and DoTFAS approved.	
7.2.	One (1) Small tool-kit adequate for the purpose of carrying out emergency repairs on motor.	
7.3.	One (1) First-Aid kit in a Plastic watertight container, including a Basic First Aid Manual.	
7.4.	Two (2) Watertight capsize container / bottle.	
7.5.	Six (6) SANS & SAMSA approved Level 100 lifejackets shall be supplied. (According to SAMSA Marine Notice 37 of 2016). The lifejackets will be of the "Sleeveless Jacket" type. <b>No "keyhole" type lifejackets will be offered.</b> The following chest sizes will be offered: <ul style="list-style-type: none"> <li>• Two (2) x 90-100 cm Lifejackets.</li> <li>• Two (2) x 110-120 cm Lifejackets; and</li> </ul>	



		<ul style="list-style-type: none"> <li>Two (2) x 120-130 cm Lifejackets.</li> </ul>	
7.6.	Two (2) SANS & SAMSA approved Level 150 inflatable lifejackets shall be supplied:	<ul style="list-style-type: none"> <li>170 N Buoyance.</li> <li>Automatic Gas Inflation with back-up Manual Inflator (Not to fire in Heavy Weather);</li> <li>Easy repacking and replacement CO<sub>2</sub> bottles.</li> <li>Adjustable Straps with Heavy Duty D-Ring for Safety Line.</li> </ul> <p><b>NOTE:</b> Not to be marked with the Vessel Number.</p>	
7.7.	Four (4) Spare CO <sub>2</sub> Gas Cylinders for above Inflatable Lifejacket.		
7.8.	One (1) Suitable "Folding" anchor with 3 m chain and 50 m x 16 mm Ø nylon rode. A heavy-duty PVC bag will be supplied to house the anchor, chain and rode.		
7.9.	One (1) Capsize Rope, 20 m x 16 mm Ø.		
7.10.	Two (2) Telescopic Oars / Paddles.		
7.11.	One (1) Suitable Air Bellow, including Pontoon Valve connection and Pressure by-pass Valve.		
<b>DETAILS OF OFFER</b>			<b>IMAGE</b>
7.12.	One (1) 12-volt, 15 Amp Automatic Pontoon Inflator Pump:	<ul style="list-style-type: none"> <li>Standard 12-volt cigarette lighter male socket,</li> <li>Pressure of up to 15 PSI,</li> <li>LC Display with selectable psi/bar mode with arrow buttons,</li> <li>Pump should stop at the set pressure.</li> </ul>	
7.13.	One (1) Pontoon Repair Kit (Patches, Glue, etc.)		
7.14.	One (1) Red Flag, 500 mm x 500 mm.		
7.15.	5 m Spare fuel line.		
7.16.	Four (4) Spare Spark Plugs.		
7.17.	One (1) Spare "in-line" fuel filter.		
7.18.	One (1) Spare primer bulb.		
7.19.	Two (2) Spare fuel connectors.		
7.20.	One (1) Spare emergency stop lanyard.		
7.21.	Two (2) Spare Pontoon Valves.		
7.22.	One (1) Pontoon Pressure Gauge to fit offered Pontoon Valve.		
<b>8.</b>	<b>MARINE NAVIGATOR:</b>		

8.1.	Two (2) handheld Garmin GPSMAP 65.	
8.2.	Charging and data cable.	
<b>9. INSPECTION AND PERFORMANCE TESTING:</b>		
9.1.	During the manufacture regular inspections will take place by an official of the Department. Details will be communicated with the relevant bidder.	
9.2.	The bidder shall demonstrate the working of the boat at his / her premises before the Department takes delivery of the boat.	
9.3.	After completion of the work, the bidder shall demonstrate the complete boat to the Department at the nearest dam / river, where the Department will do the final inspection and commissioning of the boat and equipment, before the Department takes delivery of the boat.	
<b>10. DELIVERY / COLLECTION:</b>		
10.1.	The Department will take delivery of all the items after satisfactory performance testing and inspection.	
10.2.	The Bidder shall offer an optional delivery cost, should the Department not be able to collect the vessels after the performance tests and commissioning.	

DETAILS OF OFFER		IMAGE
<b>11.</b>	<b>GUARANTEES AND GENERAL CONDITIONS:</b>	
11.1.	The complete boat, engine and trailer shall be guaranteed against faulty workmanship, design or materials for a <b>minimum period of 12 months</b> excluding the RIB's hull and all boat pontoons, which shall have a minimum five-year guarantee.	
11.2.	The guarantee period shall commence with the acceptance of the boat by the Department.	
11.3.	Only bidders who can demonstrate that they are bona vide dealers in boats with their own service workshop and expertise may tender.	
11.4.	Prior to the bid be awarded, the Department reserves the right to visit the manufacturing facility / factory.	
11.1 1.	Regular in-house inspections shall be undertaken by the manufacturer to ensure adherence to the requirements of this	

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of his 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

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**

---

<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.



2.3.1 If so, furnish particulars:

Name of company related to	CSD Registration number of the company related to

### 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.
- 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.

---

<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.

3.6 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

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

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 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

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

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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	5	
People with disability	5	
Youth (35 and below)	5	
Location of enterprise (Province)	2	
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3	
<b>Total points for SPECIFIC GOALS</b>	<b>20</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.

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

## STANDARD EVALUATION CRITERIA IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

### THE 80/20 POINTS AWARDED FOR PRICE AND SPECIFIC GOALS

The 80/20 Preferential Procurement System will be used in evaluating these bids:

Evaluation element	Weighting (Points)
SPECIFIC GOALS	20
PRICE	80
<b>Total</b>	<b>100</b>

### Price

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

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

Where:

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

### Preference point system

SPECIFIC GOALS	NUMBER OF POINTS TO BE ALLOCATED
Women	5
People with disability	5
Youth (35 and below)	5
Location of enterprise (Province)	2
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3
<b>Total points for SPECIFIC GOALS</b>	<b>20</b>

Documents Requirement for verification of Points allocation: -

Procurement Requirement	Required Proof Documents
Women	Full CSD Report
Disability	Full CSD Report
Youth	Full CSD Report
Location	Full CSD Report
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	Valid BBBEE certificate/sworn affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report



**The definition and measurement of the goals above is as follows:**

**Women, disability, and youth:**

This will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets this criterion. E.g., Company A has five shareholders each of whom own 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allowable for this goal.

**Location of enterprise**

Local equals province. Where a project cuts across more than one province, the bidder may be located in any of the relevant provinces to obtain the points.

**B-BBEE status level contributors from level 1 to 2 which are QSE or EME**

Measured in terms of normal BBBEE requirements.

**Note: Formula for calculating points for specific goals**

Preference points for entities are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed:

$$PC = Mpa \times \frac{P\text{-own}}{100}$$

Where

**PC**= Points awarded for specific goal

**Mpa**= The maximum number of points awarded for ownership in that specific category

**P-own** = The percentage of equity ownership by the enterprise or business

## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**The purpose of this document is to:**

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

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

- ☐ **The General Conditions of Contract will form part of all bid documents and may not be amended.**
- ☐ **Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract.**

**Whenever**

**there is a conflict, the provisions in the SCC shall prevail.**

## **TABLE OF CLAUSES**

- 1. Definitions**
- 2. Application**
- 3. General**
- 4. Standards**
- 5. Use of contract documents and information; inspection**
- 6. Patent rights**
- 7. Performance security**
- 8. Inspections, tests and analysis**
- 9. Packing**
- 10. Delivery and documents**
- 11. Insurance**
- 12. Transportation**
- 13. Incidental services**
- 14. Spare parts**
- 15. Warranty**
- 16. Payment**
- 17. Prices**
- 18. Contract amendments**
- 19. Assignment**
- 20. Subcontracts**
- 21. Delays in the supplier's performance**
- 22. Penalties**
- 23. Termination for default**
- 24. Dumping and countervailing duties**
- 25. Force Majeure**
- 26. Termination for insolvency**
- 27. Settlement of disputes**
- 28. Limitation of liability**
- 29. Governing language**
- 30. Applicable law**
- 31. Notices**
- 32. Taxes and duties**
- 33. National Industrial Participation Programme (NIPP)**
- 34. Prohibition of restrictive practices**

## General Conditions of Contract

- 1. Definitions** 1. The following terms shall be interpreted as indicated:
- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything 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 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 organization acting on behalf of the Department.
- 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 fulfilment 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 contract 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 cancelling 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 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 antidumping 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 wilful 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 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 (NIP) Programme**

- 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.

GCC (revised July 2010)

## **35. SPECIAL CONDITIONS OF CONTRACT**

- 35.1 The State reserves the right to verify and authenticate all the information supplied in this document by the bidder.

- 35.2 The Bid must be strictly in accordance with the conditions and specifications contained herein.
- 35.3 If it is found that any information has been tampered with during the evaluation process and/or after the Bid/Contract has been awarded that any false information has been provided, the State reserves the right to take the necessary action as it deems fit, including but not limited to the institution of criminal proceedings.
- 35.4 Failure to sign all relevant places shall invalidate your bid (**SBD1, SBD 3.1, SBD 4, and SBD 6.1 or 6.2 and SCC**)
- 35.5. All queries should be sent to the relevant person via email state above. No query will be responded to if sent 3 days before the closing date.
- 35.6. If you are not a registered supplier with the Department of Water and Sanitation, please complete the supplier registration forms and banking details, supplier registration forms are available at Departmental website, [www.dwa.gov.za](http://www.dwa.gov.za)
- 35.7. Bidders/ Individuals that are directors or members in more than one company bidding for this tender and do not openly declare their interests will be disqualified
- 35.8 The DWS reserves the right to not make an award on any of the responses to this Bid.
- 35.9 The DWS reserves the right to award only parts of this bid and re-bid for other parts.
- 35.10 All bid documents should be hand delivered and deposited into the Tender Box, if sent via post, envelope or package, the envelope must be clearly marked to avoid your submission been mixed with normal letters sent to the Department.
- 35.11 Only signed, original documents will be accepted.

### **36. ACCEPTANCE OF TERMS AND SPECIAL CONDITIONS**

**The above terms of the bid and all Annexure have been read, understood and accepted.**

**For and on behalf of the Bidder:**

.....

\_\_\_\_\_

**Signature of Bidder:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Bidder's Name & Surname:**

\_\_\_\_\_

**Designation**

\_\_\_\_\_

**Witness Name & Surname:**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Address (Physical):**

