

MINUTES OF COMPULSORY BRIEFING SESSION MEETING FOR BID:

DWS06-0720 WTE

SUPPLY AND DELIVERY OF CONCRETE STONE FOR THE CONSTRUCTION OF VLAKFONTEIN CANAL NEAR STANDERTON IN THE MPUMALANGA PROVINCE FOR A PERIOD OF 24 MONTHS.

DEPARTMENT OF WATER AND SANITATION OFFICIALS PRESENT:

Mr. Mohale Shai	SCM Representative Head Office (Acting Chief Director)
Ms. Nondumiso Mnguti	SCM Representative Head Office
Ms. Julia Dirane	SCM Representative Head Office
Ms. Nellie Noge	SCM Representative Construction East
Mr. Thulani Nyezi	Project Manager : Construction East
Mr. Mlungisi Maseko	Site Technician: Construction East
Mr. Karabo Kgatle	Site Agent : Construction East

SCM Presentation by:

Ms. Julia Dirane

Technical Presentation by:

Mr. Thulani Nyezi

Date:

07 August 2020

Time:

13:30pm

Venue:

Vlakfontein Construction Site Office

1. OPENING AND WELCOME

Ms. Dirane opened the meeting and introduced herself, other DWS representatives were also requested to introduce themselves. Attendance register was circulated to bidders.

2. ATTENDANCE

Participants and attendance were recorded on the attendance register attached.

3. PRESENTATION OUTLINE

- Submission of tender;
- Instruction to bidders, and
- Evaluation criteria.

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4.	SUBMISSION OF TENDER: Mr. Shai took the bidders through the process to be followed when completing and submitting the bids.		
	 Bid documents can be downloaded from the Departmental website under current tenders: www.dwa.gov.za/Tenders/tendersCurrent.aspx. 		
	 The briefing session minutes, briefing session registers a well as any other bid documentations will be placed under the current bids where the bid is placed. 		
	The closing date for the bid is 25 August 2020 at 11:00am. Any bid received later than the stipulated date and time will not be acceptable.		
	 <u>Two copies</u> of the Bid Documents (One original and one copy) shall be documented, signed and submitted. 		
	 A completed and signed bid document together with a covering letter as supporting documents shall be submitted in a sealed envelope endorsed with bid number and a bid description as well as the name of the bidder which mube clearly shown on the cover. 		
	The bid document must be deposited in the bid box situated at the entrance Zwamadaka Building, 157 Francis Baard Street, Pretoria.		
	On the closing date, there will not be a public opening due to the Covid1 regulation which must be observed.		
	Bidders have three options to submit their bid documents (hand delivery, v couriers or by post).		
	 However in a case where a bidder prefers to post their bid response, it must be done 5 days prior to the closing date, it will remain the bidder's responsibility to inform SCM to collect their bid response from registry 3 working days before the closing date. Failure to do so and the bid response is received late, SCM will not be held accountable. Bidders are requested to make necessary arrangements on time with the bid office to avoid unnecessary disappointments. 		
	The last date for sending queries for clarifications will be on 17 August 2020 at		

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	16:00pm. The questions to be forwarded to bidenquirieswte@dws.gov.za. Queries received after the due date will not be considered.	
	 Office contact details of the SCM officials are placed on the DWS advinctuding their work cellphone numbers. Bidders are requested to make contwith the officials during working which is from 8:00am in the morning 16:30pm. 	
	All enquiries should be done through emails not cell phone message will be responded to.	
5.	INSTRUCTION TO BIDDERS:	
	It is the bidder's responsibility to ensure that the bid response is returned with all the relevant SBD forms and as well as the supporting documents, failure to do so will render the bid non-responsive.	
	The bid must be signed with all the blanks in the bid and the appendix filled in. All spaces in the bid forms and other annexures shall be completed in full.	
	 Section 3 (Pricing Schedule) in the bid document must be fully completed a priced out by the bidder. The enclosed SBD document 3.2 is non-firm, should bidder confirm that their pricing is non-firm PRICE ADJUSTMENTS part A of Si 3.2 must be fully completed. If the bidder's PRICES ARE SUBJECT TO RATE (EXCHANGE VARIATIONS part B of SBD 3.2 must be fully completed. Bidders, we choose to keep their bid firm, don't have to complete Part A and B but these pages must be crossed out to indicate that they are not applicable. 	
	"Bidders using the system calculator for their pricing are requested to limit their pricing to two decimals (cents) to avoid completing/transferring wrong figures on the bid document."	
	The successful bidder will be required to submit a "Letter from the manufacturer" confirming the supply arrangement within 14 days after the approval of the bid. "Letter of Notification to Bidder" from this Department. Failure to comply with this requirement within 14 calendar days shall result in the bid being awarded to another bidder.	
6.	EVALUATION CRITERIA:	
	The bid will be evaluated on a four phased approach outlined as follows:	
	> Phase 1: Pre-qualification criteria	
	> Phase 2: Administrative compliance and mandatory requirements	
	> Phase 3: Testing of Samples	
	> Phase 4: Evaluation of price and preference points claimed	
	 Bids will be evaluated in accordance with the new Preferential Procurement Regulations 2017, which came into effect on the 01 April 2017 using 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act, Act 5 of 2000). 	

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	 The lowest acceptable bid will score 80 points for price and a maximum of 20 points will be awarded for attaining BBBEE points. 		
6.1	Phase 1: Prequalification criteria – Preferential Procurement Regulations 2017 Regulation 4:		
	 In order to give effect to the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act (Act No 5 of 2000), and the selected prequalification criteria for this bid is in terms of regulation 4. Pre-qualification criteria will be used in this bid to advance designated groups on the basis of 		
	Level 1 and 2 of B-BBBEE Level of contributor,		
	Level 1 Level 2		
	EME or QSE		
	EME QSE		
	Compliance or verification will be made on B-BBEE level contributor status on CSD or submitted B-BBEE certificate or sworn affidavit submitted with the bid.		
6.2	Phase 2: Administrative Compliance – documents to be submitted:		
	1. Defailed CSD report		
	The bidder must be registered with the National Treasury Central Supplier Database (CSD) upon the closing of the bid. In bids where consortia/joint venture is formed, separate CSD reports must be submitted.		
Q	2. A valid copy of Tax Clearance Certificate (TCC) and the Tax Compliance status page which has the company PIN. (This is applicable to JV partners or sub-contractors should there be any)		
	3. Status of the company in the CSD should indicate "Active" and "In business". Company to attach copy of CIPC/ CIPRO certificate.		
	In case of case of consortia/joint venture all parties involved must submit its own CIPC/CIPRO certificate, active and in good standing with all CIPC/CIPRO requirements.		
	4. The bid must be signed by the director of the company or a duly authorised person and proof of such authority must be submitted.		
	5. Bidders are to submit a copy of the B-BBEE Status Level Verification Certificate or sworn affidavit. (Failure to submit, the bidder will forfeit the preferential points		

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	to be claimed).	
	6. Bidders are to initial and sign Section 2 Tender data.	
	7. All SBD forms attached to the bid must be completed in full and signed. (SBD1, SBD3.2, SBD 4, SBD 6.1, SBD 8 & SBD 9).	
	In case of consortia/joint venture, each party must complete a separate SBD4, SBD8 and SBD9. The Central Supplier Database registration number (MAAA number) on SBD1 should be of the leading supplier.	
6.3.	Mandatory requirements – (Failure to submit any of the documents listed below will render the bid non-responsive and the bid will be disqualified)	
	 Attendance of the compulsory briefing session (Attendance register will serve as proof). 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 either from "Federated Employees Mutual Assurance (FEMA) of Compensation Fund "Department of Labour". A valid copy of certified UIF certificate or a valid letter of good standing/tender letter. 	
6.4	Phase 3: Submitting and Testing of Samples: (Failure to comply with the specification will render the bld non-responsive and will not be considered for phase 4)	
	Bidders that passed phase 2 of the evaluation criteria will be contacted to submit samples within 10 working days after receipt of official request. The bid will be evaluated using below criteria and failure to consider all the specifications as listed will render your bid as not to specification and non-responsible and the bid will not be considered for phase 4 evaluation.	
 Samples should be submitted within 10 working days after receipt of office submission of samples as per Clause 4.15 of the Tender data under Section Test result must be in compliance with Tender data as set out under Section data 		
6.5	Phase 4: Evaluation of Price and Preference Point Clamed:	
	The following preference point system is applicable to this bid:	
	The 80/20 preference point system in accordance with PPPFA Act, where 80 points will be attained in respect of price and 20 points will be awarded for attaining the Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.	
	 Any bidders who want to claim the preferential points must submit proof certified copy of B-BBEE Status Level Certificate or its original Swom Affidavit with the bid. (Failure to submit the required documentation will be interpreted to mean that the preference points for the B-BBEE status level of contribution are not claimed). 	
	B-BBEE certificate must be a certified copy and it must be valid on or before the closing date of the invitation in order for a bidder to qualify for the points to be claimed. The original Sworn Affidavit endorsed or signed off by the commissioner	

the closing date of the invitation. In bids where there is Consortia/Joint Ventures, a valid certified cop consolidated B-BBEE certificate of the legal entity must be submitted in a claim preference points. NB: A copy of certified copy of B-BBEE status level contributor certificate will accepted. NB: A copy of a sworn affidavit will not be accepted. BIDDERS ARE REQUESTED NOT TO MAKE A COPY OF THE DOCUMENT WHICH ALREADY BEEN CERTIFIED FOR TENDERING PURPOSES!! 7. STANDARDS, SPECIFICATIONS AND DEFINITIONS Mr. Nyesi took the bidders through the standards, specifications and the defentialed in the bid document. 8. All final dimensions are to be checked on site and any discrepancies are to be required to the Site Agent and resolved before manufacture will commence. 9. Any cost incurred due to discrepancies not resolved with the Site Agent manufacturing will be the responsibility of the successful bidder. Any discrepancies writing and dalms submitted will not be accessful bidder. Any discrepancies writing and dalms submitted will not be conducted prior manufacturing. 1. It is thus recommended that a site is spection between the successful bidder Department (Site Manager / Agent) be conducted prior manufacturing. 1. Setting out of the subcontract works will be the sole responsibility of the successful and the successful bidder shall provide everything necessary for this purpose. 1. The successful bidder will be required to rectify errors in the subcontract work that a of incorrect setting out, without any adjustment to the subcontract work that a of incorrect setting out, without any adjustment to the subcontract work of incorrect setting out, without any adjustment to the subcontract work of incorrect setting out, without any adjustment to the construction operations will be removed and replaced by the successful supplier on his/her own account. 7.2 AGGREGATE AND PRODUCTS 1. Provide adequate capacity to ensure no interruption to the construction operations ensure that there is no segregation 1. Ensure th		ITEM	
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All aggregates shall be washed	Ensure ti	<u>-</u>	

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7.3.	COARSE AGGREGATE (Concrete Stone)		
	The coarse aggregate shall be a nominal aggregate based on and shall comply		
	with SANS 1083.		
	The coarse aggregate shall also comply with the following specification: 4.5.1-4.5.7		
	Soundness When tested in accordance with SANS 5839 the coarse aggregate shall not show a loss in mass of more than 5% after 5 cycles using sodium sulphate.		
	Shrinkage		
	Shrinkage shall be determined in accordance with SANS 5836. The upper limit shall be 150% of the shrinkage of the reference aggregate. The reference shall be determined by the Department.		
	Water Absorption		
	The water absorption of the coarse aggregate shall not be more than 2, 0% when tested in		
	accordance with SANS 5843		
	Chlorides		
	The chloride content shall not exceed 0, 03 by mass expressed as chloride ion when tested		
	in accordance with SANS 202.		
	Sulphates		
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	CONCRETE STONE		
	The difference, expressed as a percentage of the mass retained by any sieve shall not differ more than 5 percentage points from the corresponding percentage as determined for the standard of reference (sample) as supplied and shall in no instance fall outside the specific limits. The quality of the material shall be visually similar to the sample that was submitted by when suspect it will be verified by laboratory testing.		
	PRODUCT TESTING		
	The supply of samples of at least 2x50kg bags of product (Concrete Stone) material is condition of the bld.		
	The samples shall be clearly marked, inside and outside of the bag, with the Bidder's name bid number, item number and product description (The form is in Section 4, please do make enough copies)		
	NOTE: Samples should be submitted within 10 working days after receipt of officing request for submission		
	and shall be delivered to:		
	Department of Water and Sanitation Construction Attention: Mr. Jan Moloko Grootdraai Dam – Materials Laboratory Standerton Mpumalanga Province 2430		
	For Lab enquiries: Mr. J Moloko – (200) 980 5584 / 017 7201600 (During office hours) For Technical and site enquiries: Mr. G Nyezi – 060 980 5901 (During office hours)		
	It is the responsibility of the bidder to ensure that the identification cards, inside and outside the bags, are protected against mechanical damage or damage by molsture and that the castays intact at attimes.		
	Failure to submit the samples properly identified showing the bid number; the Bidder's nar and the item number etc., five (5) working days after the official communication from to Department will invalidate the bid.		
	TECHNICAL SUPPORT		
	Should any problem be reported to the supplier concerning the services, the following response times are expected:		
	 Within 24 hours a representative of the supplier should be on site to resolve the problem. Within 24 hours there should be a solution to the problem or if not possible, replacement products should be on site within 48 hours at the supplier's expense. 		
	ANY DEFECTED PRODUCT SHOULD BE REPLACED AT THE SUPPLIER'S EXPENSE.		
	SCOPE OF CONTRACT		
	The Bidder will be required to perform the following service as part of this contract:		

#	ITEM		
	 (i) Supply and delivery of Concrete stone for the construction of the Vlakfontein Cananear Standerton in the Mpumalanga Province. (ii) All transport and loading costs shall be included in the bid rates. 		
	QUANTITIES REQUIRED / DELIVERY		
	The peak rate per month shall be:		
	1200 ton for concrete stone		
	The minimum rate per day shall be:		
	120 ton for concrete stone		
	The minimum stockpile shall be:		
	750 ton for concrete stone		
	The quantity required cannot be guaranteed. The attached schedule provides a unit price on However, the requirements can be as per the demand specified in the orders. The to quantity as per SBD 3.2		
	Orders will be placed as and when requirements become known. Deliveries will be require thirty (30) days from receipt of official DWS order.		
	The Bidder will not be entitled to claim any form of compensation for any requirement variations in the total quantities or specific quantities whatsoever.		
	The delivered material will be accepted and regarded as being in accordance with to specification if it fulfils the requirements given in hereunder.		
	THE DEPARTMENT RESERVES THE RIGHT TO CHANGE THE QUANTITY/ QUANTITIES TO BE ORDERED FROM THE SUCCESSFUL BIDDER.		
	Water Absorption		
	The water absorption of the coarse aggregate shall not be more than 2, 0% when tested accordance with SANS 5843		
	Chlorides		
	The chloride content shall not exceed 0, 03% by mass expressed as chloride ion when tested accordance with SANS 202.		
	Sulphates		
	The sulphate content shall not exceed 0, 4% by mass expressed as SO% when tested in accordance with SANS 5850.		
9.	COSTS		
	Bidders shall provide in their bid for all labour, plant, material, implements and vehicles necessary for the execution of the contract and all operating and maintenance costs in accordance with the bid documents.		
10.	BID PRICE		
	All-inclusive bid prices are required, meaning delivery and any other cost mentioned in the		

#	ITEM		
	specification for the Bidders account must be included in the unit price. Firm delivery periods are preferred.		
	DELIVERY PERIOD A firm delivery period is required. Adherence to bid delivery period is of utmost importance. The penalty for late delivery prescribed in paragraph 15 of the specification will be imposed.		
11.	PENALTIES AND DELAY DAMAGES		
	The penalties referred to in clause 25 of the General Conditions of Contract state in the supplier		
	fails to deliver any or all of the goods or to perform the services within the period in		
	the contract, the purchaser shall, without prejudice to its other remedies under the contract,		
	deduct from the price as a penalty, a sum services using the current prime interest rate		
	calculated for each day of the delay until actual delivery or performance. The purchaser may		
	also consider termination of the contract pursuant to GCC claus 3.		
12.	· CLOSURE:		
12.1.	Meeting adjourned at 11:46.		

No.	GENERAL AND TECHNICAL QUESTIONS	ANSWERS
1.	SARS is no longer issuing copies of the Tax Clearance certificate and this is a requirement that valid copies must be submitted, will this removed from the criteria?	The department was not aware of such and SCM will verify this matter with SARS and feedback will be given to bidders before the closing date of the bid.
3.	Department of abour is no longer issuing original UIF entiticate to companies but sent the to companies through emails, this emailed copies are considered as original documentation at the commissioner of oath how are the bidders going to obtain a certified pertificate?	The department was not aware of such and SCM will verify this matter with Department of Labour and feedback will be given to bidders before the closing date of the bid.
	Most of the small companies don't have employees and they don't qualify to get the UIF certificate, will this lead to non-compliance if a certificate if not submitted?	The letter of good standing is issued to applicants who do not have employees. The UIF compliance certificate is issued to employers who have employees, and it serves as confirmation that the employer was complying with all the UIF requirements at the date of issuing the certificate. The certificate is valid for a period of twelve months from the date of issue.

No.	GENERAL AND TECHNICAL	ANSWERS
2/1	QUESTIONS	
4.	What is the purpose of submitting COIDA if the bid is for supply and delivery?	DWS Vlakfontein site office is considered as the construction site therefore adherence to the Health and Safety regulations is important.
		It is essential to ensure that all contractors that perform work on the premises of the employer be registered with the Compensation Fund in terms of the Compensation for Occupational fajuries and Diseases Act (COID Act).
		In order to ensure the above mentioned the contractor or service provider needs to produce a letter of good standing with the Compensation Commissioner.
		In the case of any workplace injuries during the delivery of material on site the Department of Water and Sanitation will not be held liable for any cost due to injuries. This includes all medical expenses and other costs.
5.	Does the department have money currently? Will the department to able to make payments within 30 days after material has been delivered on site?	No bid is advertised without confirmation of funds been available. The department tries by all means to honour the 30 days payment regulation.
	6	Payment will be done within 30 days of receipt and approval of original invoice, provided that all the required documentation is submitted by the bidder. When all documentations have been submitted payment does not take longer than 7 working days after receipt of the invoice.
6.	hat is the meaning of a non-firm bid price as per the pricing schedule SBD 3.2 attached?	For the purpose of this bid document non- firm prices can be defined as prices that are subject to adjustments due to economic conditions. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
		Therefore it means that in this category the price variation will only be considered following the index/indices used to calculate the bid price and also taking into consideration all the factors indicated in the price breakdown under paragraph 4. As percentage of the bid price.

No.	GENERAL AND TECHNICAL QUESTIONS	ANSWERS
7.	The enclosed SBD 3.2 does not give allowance for other costs to be added?	Bidders are more that well come to submit their own detailed pricing schedule or quotation which will show other costs they feel should be taken note of in their pricing.
8.	What will happen if the bidder increases their bid amount during the period when the department request the validity period to be extended?	The purpose of the validity period is for bidders to commit to keeping their bid legally binding for a specific number of days, in order to assure the department that there will be no modification of their during the specified bidding period to allow for SCM processes to be finalised.
09.	Does the department offer SMME advance payment to up-lift them?	No advance payment will be applicable for these bids.
10.	The price quoted for these bids is based on the lead time it takes to awards finalising the bid, how long will it take the department to evaluate and adjudicate the bid?	The bid has been advertised with a validity period of 120 days based on our forecast place. However there are other factors which affect or brings delay to the awarding, e.g. issues of bidders TAX not being compliant on the day of evaluation or adjudication or creation of purchase order, if the bidder is found non-tax compliance there are certain number of days given to a bidder to rectify their company tax status before a bidder can be considered as responsive.
13.	Will the department cover the standing time cost encountered by the supplier on site?	Any penalties encountered will be taken into consideration and the party liable will be held accountable as per the contract signed.
14.	Will 80-100 percentage passing be allowed instead of 85-100	No it won't be allowed, the required percentage passing for representing 19mm stone is 85-100.
15.	The size of the stone is not clear	The grading table shows the representation of 19mm stone, because the percentage passing is 85-100, a percentage of the other sieves are also represented to indicate the well grated sample.

19/08/2020

Signature Project Manager M3 en 19/08/2020

Signature SCM Secretariat