



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

DUE AT 11:00 ON

**[19 NOVEMBER 2015]**

**[W 1006- WTE]**

**CLEANING OF VARIOUS CONCRETE  
CANAL FOR THE MOOI RIVER AND  
BSCHOONSPRUIT GOVERNMENT WATER  
SCHEME AT POTCHEFSTROOM**

**COMPULSORY BRIEFING SESSION AT WATER & SANITATION OFFICE AT:  
126 Chris Hani Street  
Potchefstroom  
09 November 2015  
Time: 11H00**

**DEPOSIT BID DOCUMENT IN A SEALED ENVELOPE AT:**

157 Francis Baard Street  
Zwamadaka Building  
Pretoria  
0001

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

**COMPILED BY:  
DEPARTMENT OF WATER & SANITATION**

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)

BID NUMBER: ..... CLOSING DATE: ..... CLOSING TIME: 11:00

DESCRIPTION.....

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY BE POSTED TO:

157 Francis Baard Street
Zwamadaka Building
Pretoria
0001

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

THE TENDER BOX AT THE ENTRANCE

157 Francis Baard Street
Zwamadaka Building
Pretoria
0001

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS - (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER .....
POSTAL ADDRESS .....
STREET ADDRESS .....
TELEPHONE NUMBER ..... CODE..... NUMBER.....
CELLPHONE NUMBER .....
FACSIMILE NUMBER ..... CODE ..... NUMBER.....
E-MAIL ADDRESS .....
VAT REGISTRATION NUMBER .....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....

A REGISTERED AUDITOR .....  
[TICK APPLICABLE BOX]

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE  
IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?  
NO

YES or

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER .....

DATE .....

CAPACITY UNDER WHICH THIS BID IS SIGNED .....

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED .....

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

Department: DWS SUPPLY CHAIN MANAGEMENT

Contact Person: DAVID MAMUSHIANA

Tel: 012 741 7343

Fax: 086 636 2377

E-mail address:mamushianad@dwa.gov.za

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

Contact Person:Mr MJD Ackerman

Tel: 018 294 9323 / 082 885 1009

Fax:

E-mail address: ackermant@dws.gov.za

## ANNEXURE 7

### DEPARTMENT OF WATER AND SANITATION

#### INSTRUCTIONS TO BIDDERS: PURCHASES

1. The standard bidding forms should not be retyped or redrafted but photocopies may be prepared and used. Additional offers may be made of any item but only on a photocopy of the page in question or on other forms obtainable from the Head of Procurement: Department of Water Affairs, Private Bag X313, Pretoria, 0001, Attention: Supply Chain Management Office. Additional offers made in any other manner may be disregarded.
2. Should standard bid forms not be filled in by means of mechanical devices, for example typewriters, ink, preferably black, must be used to fill in bids.
3. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated.
4. Where items are specified in detail, the specifications form an integral part of the bid document and bidders shall indicate in the space provided whether the items offered are to specification or not.
5. In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified".
6. In cases where the items are not to specification, the deviations from the specifications shall be indicated.
7. The bid prices shall be given in the units shown.
8. With the exception of basic prices, where required, all prices shall be quoted in South African currency.
9. Delivery basis:
  - (a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of bid, shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station if the goods are required elsewhere.
  - (b) Notwithstanding the provisions of paragraph 9(a), bid prices for supplies in respect of which installation/erection/assembly is a requirement, shall include ALL costs on a basis of delivered on site as specified.
10. Unless specifically provided for in the bid document, no bids transmitted by telegram, telex, facsimile, e-mail or similar apparatus shall be considered.

## ANNEXURE 7

11. Bids received after the closing date and time are late and will as a rule not be accepted for consideration.
12. Bids will be opened in public, that is, bidders or their representatives may be present. If requested by any bidder, the names of bidders and if practical the total amount of each bid and of any alternative bids, will be read aloud.
13. The period for which offers are to remain valid and binding is indicated in the bid documents and is calculated from the closing date on the understanding that offers are to remain in force and binding until the close of business on the last day of the period calculated and if this day falls on a Saturday, Sunday or public holiday, the bid is to remain valid and binding until the close of business on the following working day.
14. These conditions (Annexure 7) form part of the bid and failure to comply therewith may invalidate a bid.
15. Bidders are requested to promote local content optimally. Bidders who use locally manufactured components, products, equipment and systems, may claim preferences as set out in the Preference Points Claim Form, if attached.
16. After public opening of bids, information relating to the examination, clarification and evaluation of bids and recommendations concerning awards will not be disclosed to bidders or other persons not officially concerned with the process, until the successful bidder is notified of the award. The bid documentation of bidders is considered to be confidential and will under no circumstances be made available to other bidders or other persons.
17. If you are a supplier but not the actual manufacturer and will be sourcing the product(s) from another company, a letter from that company(ies)/supplier(s) confirming firm supply arrangement(s) in this regard, has to accompany your bid and failure to submit the document may invalidate your bid.
  - 17.1 The said company/supplier must confirm that it has familiarised itself with the item description, specifications and bid conditions and if the bid consist of more than one item it should be clearly indicated in respect of which item(s) the supportive letter has been issued.
18. The financial standing of bidders and their ability to manufacture or to supply goods or to render a service may be examined before their bids are considered for acceptance.
19. The Department may, where a bid relates to more than one item, accept such bid in respect of any specific item or items and also accept part of the specified quantity of any specific item or items.
20. The Department is not obliged to accept any bid. The evaluation of a bid will be done in accordance with the Preferential Procurement Policy Framework Act, 2000 (Act no. 5 of 2000) and its regulations.

**ANNEXURE 7**

21. After approval of the bid, both parties must sign a written contract. The Contract Form must be filled in duplicate by both the successful bidder and the purchaser. Both Contract Forms must be signed in the original so that the successful bidder and the purchaser would be in possession of originally signed contracts for their respective records.
- 21.1 Failure of the successful bidder to sign the Contract Form in ink may result in the invalidation of their bid.

**Special Conditions of Bid: Purchases**

July 2004

The evaluation committee will be following a phased approach during evaluation

**Phase 1**

**Administrative Compliance**

Bidders are required to submit and/or complete the following documents which should form part of the bid submitted by closing date. Omission to complete and/or submit the listed documents will render your bid non-responsive and the bid will not be considered for the phase 2 evaluations

- a) An **original and Valid** Tax Clearance Certificate
- b) Completion of pricing schedule ( SBD 3.1)
- c) Completion and inclusion of standard bidding document ( SBD 1,SBD 4, SBD 6.1,SBD 8,SBD 9)
- d) **Certified copy** of BBBEE certificate **OR** Original
- e) **Certified copy of compensation commissioners( COIDA) OR Letter issued out for bidding purpose by the Department of Labour**

## **Phase 2**

### Technical Compliance

Failure to obtain a minimum **qualifying score of 65 %**, your bid will not be considered for the third phase of evaluation.

Values: 1- very poor; 2 - Poor, 3 - Average, 4 - Good, 5 - Excellent

<b>ELEMENTS OF FUNCTIONALITY</b>	<b>VALUE</b>	<b>WEIGHT</b>
<b>EXPERTISE OF KEY PERSONNEL</b> <ul style="list-style-type: none"><li>• <b>EXPIRIENCE OF PROJECT LEADER:</b> please provide a comprehensive cv of a project leader. the project manager must have at least a minimum of 5 years relevant experience</li></ul>		25
<b>ABILITY AND CAPABILITY TO PERFORM</b> <ul style="list-style-type: none"><li>• <b>SUPPORT RESOURCES:</b> the service provider must demonstrate that they have the necessary capacity to provide the required service, this may include but not limited to the following resources e.g.equipment,staff,assets,financial etc. in line with the bid</li></ul>		25
<b>TRACK RECORD OF TENDERER</b> <ul style="list-style-type: none"><li>• <b>PAST EXPIRIENCE:</b> please provide the company profile and at least 3 traceable client references of services rendered in an environments similar to the bid</li></ul>		25
<b>METHODOLOGY</b> <ul style="list-style-type: none"><li>• <b>PROJECT PLAN:</b> the service provider must provide the project implementation and roll out plan.</li></ul>		25

## **Phase 3**

### **Evaluation of price and preference points claimed as set out in SBD 6.1**

#### **B-BBEE Points**

Bidders should note that, points may be claimed for B-BBEE in terms of the preferential procurement Regulation, 2011. Such claim should be accompanied by either an **Original SANAS** accredited certificate or a **certified copy** of such a certificate to qualify for the points



## **MOOI RIVER GOVERNMENT WATER SCHEME**

### **SPECIFICATIONS FOR CLEANING OF VARIOUS CONCRETE CANALS FOR THE MOOI RIVER GOVERNMENT WATER SCHEME OF THE DEPARTMENT OF WATER AND SANITATION**

#### **1. AREA OF SERVICE (SITE).**

##### **1.1 Klerkskraal Right Bank Canal.**

The open canal sections from outlet works at Klerkskraal Dam to beginning of the inlet to the long siphon on the farm DuToitspruit. The length of this open canal section is 30 km. Klerkskraal Dam is 65 km (North) from Potchefstroom.

##### **1.2 Gerharminnebron Canal.**

The open canal sections from the Gerhardminnebron Eye to the end point at the Boskop Left Bank Canal. The length of the open section canal is 14 km. Gerhardminnebron Eye is 32 km (North) from Potchefstroom and the end point of the canal is 22 km (North) from Potchefstroom.

##### **1.3 Boskop Right Bank Canal.**

The open canal sections from the outlet works at Boskop Dam to the end point of the canal at the tar road on the farm Kromdraai. The length of the open section of the canal is 50 km. Boskop Dam is 25 km (North) from Potchefstroom and the end point is 27 km (South) from Potchefstroom.

##### **1.4 Boskop Left Bank Canal.**

The open canal sections from the outlet works at Boskop Dam to the end point just above the N12 Tar road to Johannesburg. The length of the open sections is 19 km. Boskop Dam is 25 km (North) from Potchefstroom and the end point is 8 km (East) from Potchefstroom above the N12 tar road.

##### **1.5 Lakeside Canal.**

The open canal sections from the outlet works at Lakeside Dam to the end point at the gravel Road on the farm Hoogekraal. The length of the open sections is 37 km. Lakeside Dam is 5 km (North) from Potchefstroom and the end point is 35 km (South) from Potchefstroom.

## **2. DESCRIPTION OF WORKING CONDITIONS.**

The cleaning of the canal will normally take place after the canal has been utilised for the supply of water users with water. This means that with the algae and water grass growth holding water back, the canal will not normally be dry. Water will most probably still be in the canal to a depth of  $\pm 250\text{mm}$ . With other structures between the open sections of canal it will not always be possible to travel alongside the route of the canal. Often the only means to get to the canal is to walk. All this will be shown on the site inspection.

Although the department will do its utmost to ensure that the canal is dry for the following week this cannot be assured with 100% certainty. It will be expected of the contractor, in co-operation with the Dept., to ensure that the canal is dry enough to work in the following week. This action will normally take place on a Sunday. The procedure for the draining of the canal will also be explained at the site inspection.

Access to the canal is mostly by means of a service road alongside the canal. The gates on this right of way are locked with Department of Water Affairs locks. An Official of the Department will be responsible to unlock and lock these gates.

## **3. DESCRIPTION OF WORK REQUIRED.**

Cleaning of the concrete canal. This includes inter alia the scraping off of algae and water grass growth in the canal perimeter as well as the scraping off of lime deposits inside the canal. Also all silt, debris and soil deposits in the canal must be removed. If grass, bushes or branches are hanging into the canal they must also be cut off and removed. The removal of all these foreign entities from the canal must be done in such a way that wind or rain will not be able to deposit them back into the canal.

Where large deposits of silt, soil, debris, algae and water grass have accumulated, most probably at weirs or sumps in the canal, these must be removed from the servitude area and dumped.

## **4. PERIOD OF CONTRACT.**

This contract will be for a period of twelve months.

## **5. QUANTITY OF CLEANING ACTIONS NEEDED DURING PERIOD OF CONTRACT.**

Two cleaning actions (dry weeks) per canal will be guaranteed during the period of contract with a possible further two cleaning actions if so desired. The contractor will be warned of a possible cleaning action at least a week before with the final confirmation on the Thursday before the action is required.

The approximate dates for the cleaning actions are;

February 2016

November 2016.

The other cleaning actions will most probably be after sufficient rains for the water users or when the capacity of the canal becomes too low as a result of algae, water grass and silt not allowing a sufficient flow.

#### **6. TIME AVAILABLE FOR CLEANING ACTIONS.**

These cleaning actions will normally take place during what the Department of Water Affairs terms a dry week. Normally work will commence on a Monday morning and the contractor has until the following Friday afternoon to complete a canal. If exceptional conditions prevail during this cleaning week extension can be organised to Saturday afternoon. **No** extension of this time will be allowed so the contractor must categorically undertake to complete the work within this period or penalties will be applied.

#### **7. INDICATION OF RESOURCES REQUIRED TO PERFORM THE CLEANING ACTIONS.**

**For each 10 to 15 km of open canal you will need;**

- ± 20 to 24 workers.
- Gumboots for these workers.
- Personal protective equipment for the workers.
- Safe transport for these workers.
- Flat bladed spades for the scraping of the canal concrete perimeter.
- Shovels for throwing out all foreign material from the canal.
- Grass cutters / slashers.

#### **8. METHOD OF BIDDING.**

The price quoted for this contract must be for one (1) cleaning session (Monday to Friday [Dry Week], for each canal mentioned in point 1 above. This price must take into account any possible price escalations during the year. Orders for the cleaning action will be placed against the awarded contract for each separate canal cleaning action at the price quoted.

#### **9. TERMS OF PAYMENT**

Payment will be made after a verified invoice for acceptable work completed is submitted. Payment will be made electronically into the contractors account.

#### **10. PENALTIES**

If the work, as set out above, is not completed in the specified time payment to the contractor will be adjusted lower on a pro rata basis according to the work not delivered against the work required.

#### **11. TERMINATION OF SERVICE**

Failure to comply with specifications could result in termination of service within one-month notice.

#### **12. HEALTH AND SAFETY**

Contractor must comply with all relevant acts.

Contractor must be registered at Workman's Compensation and proof must be supplied before any order is placed.

Basic requirements must be met such as the supply of potable drinking water, sanitation requirements, rain protection and a first aid kit.

#### **13. MINIMUM WAGE ACCORDING TO LABOUR RELATIONS ACT**

For the purpose of this contract, it is expected that the contractor will comply with all the relevant acts.

It is expected that the contractor shall pay his/her employees at least a minimum basic wage, as prescribed for the Area concerned.

#### **14. SITE INSPECTION**

Site inspection of the five canals is compulsory. A date for the inspection will be arranged and communicated.

#### **15. CHECKING OF SERVICE**

- (a) Checking of service shall be done by supervisory staff of the contractor at the site and by the contractor himself.
- (b) The State reserves the right to check the service rendered by the contractor at any time, in order to ensure that the service is rendered in accordance with the specifications/conditions of contract and the site specification.
- (c) The possibility exists that an employee of the state will be assigned to work with the contractors to provide guidance and ensure that acceptable standard of work is delivered.

#### **16. CONDITIONS OF CONTRACT**

- (a) The norm/quality of the service to be rendered must be in accordance with the acceptable standard of the trade concerned.

#### **17. INDEMNITY**

The State is indemnified against any liability, compensation or legal expenses in respect of the following cases:

1. Loss of life or injuries that might be sustained by personnel during the execution of their duties.

2. Damage to or destruction of any equipment or property of the contractor during the execution of their duties.
3. Any claims and legal costs which might ensue from the failure of the contractor to comply with any legal acts of the country.

## **SCHOONSPRUIT GOVERNMENT WATER SCHEME**

### **SPECIFICATIONS FOR CLEANING OF VARIOUS CONCRETE CANALS FOR THE SCHOONSPRUIT GOVERNMENT WATER SCHEME OF THE DEPARTMENT OF WATER AND SANITATION**

#### **1. AREA OF SERVICE (SITE).**

##### **1.1 Ventersdorp Eye Canal.**

The open canal sections from outlet works at Kalk Dam (Just above Ventersdorp) to where the canal ends in Rietspruit Dam (12 km from Ventersdorp). The length of this open canal section is 12 km. Also included in this cleaning action is the length of open canal from the Elandskuil siphon pipeline outlet to the Elandskuil Dam (7 km from Ventersdorp). The length of this section is 1,2 km. Thus the total length of canal to be cleaned during this dry week is 13,2 km.

##### **1.2 Elandskuil Canal.**

The open canal sections from Elandskuil Dam to the inlet of the siphon pipeline inlet on the farm Klipplaatdrift . The length of this section of open section canal is 8,2 km. Also included is the open section of canal from the siphon inlet to the endpoint on the farm Witrandjiesfontein. The length of this section is 3,0 km. The last section that needs to be cleaned in the same week is from the siphon outlet just above the Ratsgegaai Gravel road turnoff on the farm Klipplaatdrift to the two endpoints. The total distance of the open canal for this section is 3,0 km. Thus the total distance to be cleaned during this dry week is 14,2 km.

##### **1.3 R 16 Feeder Canal.**

The open canal sections from the outlet works of the siphon pipeline from the Rietspruit main canal to the inlet of the siphon pipeline just above the Makokskraal gravel road on the farm Sterkstroom. The length of the open section of the canal is 4 km. This feeder canal is situated 20 km from Ventersdorp.

##### **1.4 Rietspruit Canal.**

The open canal sections from the outlet works at Rietspruit Dam to the end point just above the R 30 tar road at the farm Brakspruit. The length of the open sections is 40 km. Rietspruit Dam is 12 km (North) from Ventersdorp and the end point is 40 km South from Ventersdorp above the R 30 Ventersdorp to Klerksdorp tar road.

## **2. DESCRIPTION OF WORKING CONDITIONS.**

The cleaning of the canal will normally take place after the canal has been utilised for the supply of water users with water. This means that with the algae and water grass growth holding water back, the canal will not normally be dry. Water will most probably still be in the canal to a depth of  $\pm 250\text{mm}$ . With other structures between the open sections of canal it will not always be possible to travel alongside the route of the canal. Often the only means to get to the canal is to walk. All this will be shown on the site inspection.

Although the department will do its utmost to ensure that the canal is dry for the following week this cannot be assured with 100% certainty. It will be expected of the contractor, in co-operation with the Dept., to ensure that the canal is dry enough to work in the following week. This action will normally take place on a Sunday. The procedure for the draining of the canal will also be explained at the site inspection.

Access to the canal is mostly by means of a service road alongside the canal. The gates on this right of way are locked with Department of Water Affairs locks. An Official of the Department will be responsible to unlock and lock these gates.

## **3. DESCRIPTION OF WORK REQUIRED.**

Cleaning of the concrete canal. This includes inter alia the scraping off of algae and water grass growth in the canal perimeter as well as the scraping off of lime deposits inside the canal. Also all silt, debris and soil deposits in the canal must be removed. If grass, bushes or branches are hanging into the canal they must also be cut off and removed. The removal of all these foreign entities from the canal must be done in such a way that wind or rain will not be able to deposit them back into the canal.

Where large deposits of silt, soil, debris, algae and water grass have accumulated, most probably at weirs or sumps in the canal, these must be removed from the servitude area and dumped.

## **4. PERIOD OF CONTRACT.**

This contract will be for a period of twelve months. Commencing date will be on .....

## **5. QUANTITY OF CLEANING ACTIONS NEEDED DURING PERIOD OF CONTRACT.**

Two cleaning actions (dry weeks) per canal will be guaranteed during the period of contract with a possible further two cleaning actions if so desired. The contractor will be warned of a possible cleaning action at

least a week before with the final confirmation on the Thursday before the action is required.

The approximate dates for the cleaning actions are;

February 2016

November 2016.

The other cleaning actions will most probably be after sufficient rains for the water users or when the capacity of the canal becomes too low as a result of algae, water grass and silt not allowing a sufficient flow.

#### **6. TIME AVAILABLE FOR CLEANING ACTIONS.**

These cleaning actions will normally take place during what the Department of Water Affairs terms a dry week. Normally work will commence on a Monday morning and the contractor has until the following Friday afternoon to complete a canal. If exceptional conditions prevail during this cleaning week extension can be organised to Saturday afternoon. **No** extension of this time will be allowed so the contractor must categorically undertake to complete the work within this period or penalties will be applied.

#### **7. INDICATION OF RESOURCES REQUIRED TO PERFORM THE CLEANING ACTIONS.**

**For each 10 to 15 km of open canal you will need;**

- ± 20 to 24 workers.
- Gumboots for these workers.
- Personal protective equipment for the workers.
- Safe transport for these workers.
- Flat bladed spades for the scraping of the canal concrete perimeter.
- Shovels for throwing out all foreign material from the canal.
- Grass cutters / slashers.

#### **8. METHOD OF BIDDING.**

The price quoted for this contract must be for one (1) cleaning session (Monday to Friday [Dry Week], for each canal mentioned in point 1 above. This price must take into account any possible price escalations during the year. Orders for the cleaning action will be placed against the awarded contract for each separate canal cleaning action at the price quoted.

#### **9. TERMS OF PAYMENT**

Payment will be made after a verified invoice for acceptable work completed is submitted. Payment will be made electronically into the contractors account.



## TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).



### Application for a Tax Clearance Certificate

**Purpose**

Select the applicable option

Tenders

Good standing

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

Empty text box for purpose of application

**Particulars of applicant**

Name/Legal name  
(Initials & Surname  
or registered name)

Grid for Name/Legal name

Trading name  
(if applicable)

Grid for Trading name

ID/Passport no

Grid for ID/Passport no

Company/Close Corp  
registered no

Grid for Company/Close Corp registered no

Income Tax ref no

Grid for Income Tax ref no

PAYE ref no

Grid for PAYE ref no with value 7

VAT registration no

Grid for VAT registration no with value 4

SDL ref no

Grid for SDL ref no with value L

Customs code

Grid for Customs code

UIF ref no

Grid for UIF ref no with value U

Telephone no

Grid for Telephone no

Fax  
no

Grid for Fax no

E-mail address

Grid for E-mail address

Physical address

Grid for Physical address

Postal address

Grid for Postal address

**Particulars of representative (Public Officer/Trustee/Partner)**

Surname

Grid for Surname

First names

Grid for First names

ID/Passport no

Grid for ID/Passport no

Income Tax ref no

Grid for Income Tax ref no

Telephone no

Grid for Telephone no

Fax  
no

Grid for Fax no

E-mail address

Grid for E-mail address

Physical address

Grid for Physical address





**dwaf**

Department: Water Affairs and Forestry  
REPUBLIC OF SOUTH AFRICA

**VENDOR MASTER MAINTENANCE**



Version 2  
03-Dec-07

OFFICE USE ONLY

Created by

Authorised by

Date created   
d d m m y y

Date authorised   
d d m m y y

**Section A: Office (DWAF) Requesting Vendor Master (For official use only)**

Indicate with an X New Vendor Information

Update Vendor Information

Office

Official's Initials and Surname

Official's Signature

Telephone

Fax No

OFFICE DATE STAMP

**Section B: Personal Detail of Vendor**

Registered Name of Vendor

SARS Office (if applicable)

Trade Name

VAT Number

Payment Term

Title if Applicable

**Section C: Address of Vendor**

Postal Address

Street Address

Postal Code

Postal Code

**Section D: Telephone / Fax Numbers (Vendor Contact Details)**

Contact Person (Vendor)

E-mail

Telephone Number - Area Code with Number

Fax Number

Mobile number

Preferred method of communication (Please select only one)  
Facsimile  E-mail  Post

**Section E: Vendor detail**

Supporting documentation must accompany this form

Supplier Type:  Individual  Department  Partnership  
 Company  Trust  
 CC  Other (Specify)

Section F: Vendor's Bank Details

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/We understand that the credit transfers hereby authorised will be processed by computer through a system known as the "ACB ELECTRONIC FUND TRANSFER SERVICE", and I/we also understand that no additional advice of payment will be provided by my/our bank, but details of each payment will be printed on my/our bank statement or any accompanying voucher (This does not apply where it is not customary for banks to furnish bank statements)

I/We understand that the Department will supply a payment advice in the normal manner, and that it will indicate the date on which the funds will be made available in my/our account.

This authority may be cancelled by me/us by giving thirty (30) days notice by prepaid registered post.

**Please ensure the information is validate as per required bank screens**

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the Department will not assume responsibility for any delayed payments as a result of incorrect information supplied

Initials and Surname of Vendor

Authorised Signature of Vendor

d d m m y y

Registered Name of Account Holder

Bank Name

Branch Name

Branch Code

Account Number

\* ID Number

\* Compulsory for individuals

Passport Number

\*\* Company Registration Number

\*\* Compulsory for Companies

\*\*\* CC / CK Registration Number

\*\*\* Compulsory where applicable

Practice Number

DATE STAMP OF BANK - CERTIFIED AS CORRECT

Type of Account - Indicate with X	It is hereby confirmed that this details have been verified against the following screens:	
<input type="checkbox"/> 1 Cheque Account	ABSA - CIF Screen FNB - Hogans System on the CIS4 STD Bank - Look - Up - Screen Nedbank - Banking Platform under the Client Details Tab	
<input type="checkbox"/> 2 Savings Account		
<input type="checkbox"/> 3 Transmission Account		

Initials and Surname (Bank Official) who verified information against the relevant Bank Screen

Bank Branch and Town/City where information has been verified

d d m m y y

Signature (Bank Official) who verified information

Telephone Number of Bank who verified information

## DEPARTMENT WATER AFFAIRS AND FORESTRY



## 1. VENDOR MASTER REGISTRATION AND MAINTENANCE

## 1.1 Supplier detail verification:

National Treasury has implemented an electronic verification system (Safety Web) to verify the banking details of all Vendors with the Commercial Banks.

This means that the Vendor details for verification must be exactly the same as the record of the Banks, e.g.:

## a.) Individuals:

Details should not be recorded as "trading as", but as per the records of the particular Bank (*If the name of a vendor with the Bank is in a certain language, capture as it is with the Bank*);

ID number is a compulsory field for individuals (*The Banks do verify the ID number and reject the supplier details if this information is not included or incorrect*).

## b.) Close Corporations:

The name must end with CC or BK;

Registration number ends with 23;

If verified details requires a CK in front or the back of the company registration number, e.g. CK1999/123456/23 or 1999/123456/23 CK it should be captured as such.

**Estate Late:** Must have an ID number (If the account was not closed and a new account opened in Estate Late it will be the same as if the account was opened when the person was still alive.

**Attorneys / Doctors** ID number (For individuals) or Company registration number (If registered as a CC).

## c.) Companies:

Company registration details have to be captured with the slash (e.g. 1195/012564/07);  
Use the table below as guideline.

Type of Entity	Company registration number	Wording that should appear in the name
Close Corporation	2000 / 000000 / 23	CC/BK
Private Company	2000 / 000000 / 07	Pty Ltd / Edms Bpk / Eiendoms Beperk / Proprietary Limited / Pty Limited / Proprietary Ltd / Edms Beperk / Eiendoms Bpk
Public Company	2000 / 000000 / 06	Ltd / Bpk / Beperk / Limited
Trust	ITOO/ 00	Not all Trusts have registration numbers and in such a case the ID number must be used.
Incorporated under Section 21	2000 / 000000 / 08	
Incorporated	2000 / 000000 / 21	inc. <i>ling</i>

Before any details can be captured on Safetyweb, by Head Office for verification, the Vendor must provide the department with the banking details as captured and recorded with their banker. These details must be verified by the Bank against the following screens:

- i. **FNB** - information must be according to the HOGAN System on the CIS4
- ii. **NEDBANK** - Banking Platform under the Client Details Tab
- iii. **ABSA** - information as captured on the CIF screen
- iv. **Standard Bank** - information as per look-up-screen

Please note that the Banks will not provide these screens to the Vendor / Department but will merely validate the Vendor's details against these screens.

## 1.2

### Capturing of Vendor details:

Herewith some standard rules to comply with when capturing Vendor details:

- i. Do not leave spaces and use only numeric characters in the account number field.
- ii. Under no circumstances use the details on the cheque for verification of the name. Departments must verify the registered name of the company at the Bank.

**1.3 Vendor master maintenance form:**

The attached Vendor Master Maintenance form must be completed by Vendors, Contractors and all Departmental staff that will be incorporated into the Trading Account.

No alterations to the form will be accepted, and the form should not be scanned and e-mailed.

**Section A:**

To be completed by the relevant Department Water Affairs and Forestry Office.

**Sections B, C, D and E:**

The Vendor must complete all the required fields.

**Section F:**

The Vendor must complete all required fields. Take note that the section must be fully signed (initials and surname as well as signature) by the Vendor as well as the Bank Official (including bank stamp).

**General:**

Please note that each SAP Vendor Master form must be supported by copies of one of the following documentation:

**Persal** – Printout of function 4.3.1 (Enquiry: Specific Personal Particulars);

**Individual** – ID document;

**Company** – Tax Clearance certificate or CK1 or SARS notice of registration or Tax invoice with printed VAT-number. If not register for VAT an ID document of owner and signed declaration that the company is not registered for VAT.

Please ensure that all the fields are completed and that the information is clearly readable.

**1.4 Payment terms:**

The payment term defines the terms of cash discount percentages and payment methods.

The Vendor should indicate, in the space provided on the Vendor Master Maintenance Form what their payment terms are, e.g.:

Z007	Payable immediately Due net
Z001	Within 30 days Due net
Z010	Within 30 days 1.5% Discount
Z011	Within 30 days 2% Discount
Z012	Within 30 days 2.5% Discount

Other payment terms will be applied on an ad-hoc basis, but it is the responsibility of the relevant Regional Office / Construction Scheme to negotiate / inform their Vendors of this decision.

**1.5 Contact persons:**

All completed Vendor Master Maintenance Forms must be returned to the relevant Department Water Affairs and Forestry Office.



**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.....
Closing Time 11:00	Closing date.....

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

ITEM NO	DESCRIPTION	NUMBER CLEANING ACTIONS	OF	UNIT OF MEASURE/ DISTANCE TO BE CLEANED	BID PRICE IN RSA CURRENCY EXCLUDING VAT
1	<b>Schoonspruit</b>			<b>(71.4 KM)</b>	
1.1	Ventersdorp eye canal	2		13,2 KM	R
1.2	Elandskuil canal	2		14,2	R
1.3	R 16 feeder canal	2		4 KM	R
1.4	Rietspruit canal	2		40 KM	R
2	<b>Mooi river</b>			<b>(150 KM)</b>	
2.1	Klerkskraal right bank canal	2		30 KM	R
2.2	Gerhardminnerbron canal	2		14 KM	R
2.3	Boskop right bank canal	2		50 KM	R
2.4	Boskop left bank canal	2		19 KM	R
2.5	Lakeside canal	2		37 KM	R
SUB TOTAL				R	
VAT				R	
TOTAL				R	

- 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 .....  
\*Delivery: Firm/not firm
- Delivery basis .....

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

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

\*Delete if not applicable



**water & sanitation**

Department:  
Water and Sanitation  
REPUBLIC OF SOUTH AFRICA

**APPLICATION FORM**

The Directorate: Supply Chain Management is in the process of compiling a database for the procurement of goods and services with a calculated value of less than R500 000-00 per case.

The aim of this database is to include as many as possible small businesses and Historically Disadvantaged Individuals in the Public Sector Procurement Process.

**DEPARTMENT OF WATER AND SANITATION  
DATABASE**

The Department of Water and Sanitation (DWS) is developing a vendor database, which will assist with Requests for Quotations (RFQ's).

**These forms must be completed and returned  
to the following address:**

ZWAMADAKA BUILDING  
157 SCHOEMAN STREET  
PRETORIA  
0002

Private Bag X313  
PRETORIA  
0001

**Please complete the form fully – use a black pen.**

Please print so that all information is legible. Forms that are not readable or incomplete will be rejected.

**DIRECT ENQUIRIES TO THE DATABASE HELPDESK**

Siphiwe Nxumalo / Gustavis Makoloi

Mahapa Solly/Maboya Selby

Tel: (012)336 6808 / 336 7461

Tel: (012)336 8017 / 336 6912

Email: [nxumalos2@dwa.gov.za](mailto:nxumalos2@dwa.gov.za)/

[makoloi@dwa.gov.za](mailto:makoloi@dwa.gov.za)/[mahapas@dwa.gov.za](mailto:mahapas@dwa.gov.za)/[maboyas@dwa.gov.za](mailto:maboyas@dwa.gov.za)

**PLEASE KEEP COPIES OF REGISTRATION FORM AND ALL DOCUMENTATION SUBMITTED  
FOR YOUR OWN RECORDS AS NO COPIES WILL BE MADE BY THE DEPARTMENT**

New form		Update	
----------	--	--------	--

## ► POINTS TO REMEMBER ◄

### DEPARTMENT OF WATER AND SANITATION (DWS)

- **Mandatory field** - Certain fields and documents are mandatory to certain business type only. Please ensure that all fields mandatory to your business type, which are marked as "Mandatory Field", have been completed, and if a field is not applicable to your business type clearly mark it an N/A.
- **Required Documentation** - please refers to the attached table (following page) to determine the mandatory supporting documentation required by you business type. Please ensure that all copies of Mandatory documents (certified copies, where applicable) are attached.
- **Completion of Questions** - Clearly state YES, NO or N/A to questions asked. Do not leave any Mandatory field blank.
- **Certified Documents** - Please ensures that a commissioner of oaths has certified your company registration document. Proof of shareholding certificated. The stamp of certification should be on the front of the document.
- **Copies of documents** - please keep copies of the registration form and all supporting documentation submitted for your own records and ensure that all data is maintained and up to date on a continual basis.
- **Owners, shareholders and partners** - please ensure that the percentages of ownership amount to 100% and that every field is completed for each of the business owners.
- **Certification of correctness** - please ensures that the certifications of correctness is signed and date once all required documents and information have been submitted.
- **Collection points** - completed registration forms and supporting documentation can be delivered to the address on the registration form.
- **Processing of registration** - your completed registration will be processed, and once verified will be approved and you will be issued with a supplier database registration code to be used in all future communication with all of the above role players. This letter of verification be dispatched to the correspondence details supplied. Please note that this administration process will take a minimum of 5 days. Once you registration has been included on the DWS your details will be accessible to the procurement department of DWS.
- **Business Opportunities** - please note that registration on the DWS Database does not guarantee business opportunities
- **Amendment** - please notifies the DWS Database Helpdesk immediately of any changed to the verified information submitted.
- **Queries** - should you have any queries if you require assistance completing the registration form, please contact DWS Database Helpdesk on 012 336 6808 or 7461.
- If a company has more than one office, each office must fill in a separate form, unless the point of transaction is centralized in the company's head office.
- Please note that the key facilities in the database are classified, as commodities and each potential vendor must indicate the commodity/ commodities in which it would like to register for RFQ's.
- The main objective of this process is to enhance transparency and equality on the part of the Department and to facilitate effective communication with its vendors.
- Application must be delivered by hand and must be fully completed with all the relevant documentation attached.
- Please note that inclusion of the name in database does not in any way guarantee any persons, company, service provider vendor, etc. any business from DWS. All procurement will be subjected to the Procurement Policy of the Department of Water and Sanitation.
- It's a condition of bidding that a vendor's taxes must be in order, or satisfactory arrangement must have been made with the Receiver of Revenue to meet His/ her tax obligation. In bids where consortial/joint venture/subcontractors are involved, each party must submit a separate Tax Clearance Certificate.
- Please list a maximum of three(3) commodities for which your company wishes to register with the Department of Water and Sanitation and indicate only your core business activities
- B-BBEE Status level contribution certificate must be attached (*NB: Suppliers without certificates will score zero (0) out of a maximum of 10 or 20 points respectively B-BBEE*)



**Only the main area of business**

<b>Classification:</b>	<input checked="" type="checkbox"/>		
Distributor		Manufacturer	
Exporter		Repairer	
Importer		Sales	
Services			

**Business Type (Please Tick)**

Close Corporation	
Partnership	
Company: Public	
Company: Private	
Sole	

Consortium	
Foreign Company	
Government/Institution/Organ of State	
Joint Venture	
Other	

**Area of Operation**

Municipal Area	
Provincial	
National	

**Official use**

<b>Official use:</b>	
Blacklisted	
<b>Reason:</b>	
Expiry Date:	

<b>GPS Coordinates:</b>	
Latitude	
Longitude	

**Primary contacts**

Contact Name & Surname	
Position	
Phone Number	
Fax Number	
Mobile Number	
Email Address	
ID number	

SHAREHOLDERS' DETAILS									
Name of Shareholder	RSA Resident	ID Number	Male	Female	Black	White	Disabled	% Owned	Date From

\*Indicate YES or NO

**BEE STATUS OF CONTRIBUTION**

B-BBEE Status level of contributor	Number of points (90/10 system)	Number of points (80/20 system)	Please tick
1	10	20	
2	9	18	
3	8	16	
4	5	12	
5	4	8	
6	3	6	
7	2	4	
8	1	2	
<b>Non-Compliant Contributor</b>	0	0	

### SMME STATUS OF YOUR ENTERPRISE: (Mandatory)

- Please use the table below to determine the SMME Status of your enterprise
- Please x the relevant box in each column

A Sector	B Full time paid employees (or less)				C Annual Turnover (millions) (or less)				D Total Gross asset value (property excluded) (millions)			
	Medium	Small	Very Small	Micro	Medium	Small	Very Small	Micro	Medium	Small	Very Small	Micro
Agriculture	100	50	10	5	4	2	0.4	0.15	4	2	0.4	0.1
Mining and Quarrying	200	50	20	5	30	7.5	3	0.15	18	4.5	1.8	0.1
Manufacturing	200	50	20	5	40	10	4	0.15	15	3.75	1.5	0.1
Construction	200	50	20	5	20	5	2	0.15	4	1	0.4	0.1
Retail and Motor trade	100	50	10	5	30	15	3	0.15	5	2.5	0.5	0.1
Wholesale Trade	100	50	10	5	50	25	5	0.15	8	4	0.5	0.1
Catering, Accommodation	100	50	10	5	10	5	1	0.15	2	1	0.2	0.1
Transport, Storage	100	50	10	5	20	10	2	0.15	5	2.5	0.5	0.1
Finance & Business Services	100	50	10	5	20	10	2	0.15	4	2	0.4	0.1
Repairs / Allied Services	100	50	10	5	30	15	3	0.15	5	2.5	0.5	0.1
Communications IT	100	50	10	5	20	10	2	0.15	5	2.5	0.5	0.1
Other Trade	100	50	10	5	10	5	1	0.15	2	1	0.2	0.1
Commercial Agents	100	50	10	5	50	25	5	0.15	8	4	0.5	0.1

### SMME status of your enterprise: (Please x the relevant box)

(According to SMME table above) Compulsory)

Micro	
Very Small	
Small	
Medium	
Large	

<b>Locality (Choose one) Mark X</b>	
Rural Area	
Urban Area	





## CONFLICT OF INTEREST: Declaration - SBD 4

Are you or any person connected with your company currently working as an employee in any organ of state? If "YES", furnish the following particulars: Yes  No

Name of person/director/shareholder/member

Name of institution to which the person is connected

Name of state institution to which the person is connected

Position occupied in the state institution

Any other particulars

Have you or your spouse, or any of the company's directors/shareholders/members/partners or their spouses conducted business with the state or any organ of the state for the previous 12 months? Yes  No

If "YES", furnish particulars:

Do you, or any person connected with your company have any close relationship (family, friend, other) with a person employed by the state or an organ of state? Yes  No

If "YES", furnish particulars:

Do you, or any person connected with your company have any close relationship (family, friend, other) with any official working in our establishment? Yes  No

If "Yes", furnish particulars:

Are your company currently servicing on any structures of our establishment? Yes  No

If "Yes", furnish particulars:

Is there any other relevant information that you would like to disclose? Yes  No

If "Yes" furnish particulars:

**CERTIFICATION OF CORRECTNESS OF INFORMATION  
SUPPLIED IN THIS DOCUMENT**

I/We the undersigned is/ are duly authorized to do so, on behalf of the firm certify that:

- 1 The information supplied is correct.
- 2 All copies of relevant information are attached.
- 3 The BEE points claimed are correct and based on owners/shareholders who are actively involved in the day to day management of the enterprises.
- 4 I take note the payment will be effected 30 days after delivery of an original invoice.
- 5 If I am classified as a dependant service provider/ Labour broker as started in the fourth schedule of the Income Tax act I hereby authorize the SARS to deduct PAYE and duple me with a yearly IRP 30 (only if no valid Labour Broker certificate can be supplied.)

\_\_\_\_\_  
*Signature of authorized person*

\_\_\_\_\_  
*Date*

Name and Surname: \_\_\_\_\_

Capacity: \_\_\_\_\_

On behalf of the (*supplier's name*): \_\_\_\_\_

Signed and sworn to before me at \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_ by the deponent, who has acknowledged and that he/she has no objection to taking the prescribed oath, and the prescribed oath will be binding on his/ her conscience.

\_\_\_\_\_  
**Commissioner of Oaths**

**FAILURE TO COMPLETE THIS DOCUMENT IN FULL AND/OR TO SUBMIT THE REQUIRED DOCUMENTS,  
WILL RESULT IN THE APPLICATION NOT BEING CAPTURED AND RETURNED**

**BY ORDER: SUPPLY CHAIN MANAGEMENT**



ENTITY MAINTENANCE		
HEAD OFFICE USE ONLY	Reference no. <input style="width: 100px;" type="text"/>	Registered
	Entity name <input style="width: 300px;" type="text"/>	Date registered: <input style="width: 100px;" type="text"/>
	<input style="width: 300px;" type="text"/>	Verified on SafetyWeb
	<input style="width: 300px;" type="text"/>	Date verified: <input style="width: 100px;" type="text"/>
	Entity number <input style="width: 300px;" type="text"/>	Captured
	Remarks <input style="width: 300px;" type="text"/>	Date captured: <input style="width: 100px;" type="text"/>
	<input style="width: 300px;" type="text"/>	Authorised
	<input style="width: 300px;" type="text"/>	Date authorised: <input style="width: 100px;" type="text"/>

**IMPORTANT INFORMATION TO SUPPLIER**

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank  
 I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB- Electronic Fund Transfer Service", and  
 I/we understand that no additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement  
 or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available in  
 my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post. Please ensure information is validated as per required bank  
 screens.

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

**SUPPORTING DOCUMENTATION MUST ACCOMPANY THIS FORM**

**ALL RELEVANT FIELDS MUST BE COMPLETED**

**THE ACCOUNT MUST BE IN THE NAME OF THE SUPPLIER AND NO 3<sup>RD</sup> PARTY PAYMENTS WILL BE ALLOWED**

Section A: Type of Supplier (For official use only)	
<input type="checkbox"/> New Supplier Information	<input type="checkbox"/> Update Supplier Information
Supplier Type:	<input type="checkbox"/> Individual <input type="checkbox"/> Govt. Department <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/> CC <input type="checkbox"/> Other (Specify) <input style="width: 100px;" type="text"/>
Section B: Company/Personal Details	
Registered Name	<input style="width: 100%; height: 20px;" type="text"/>
Trading Name	<input style="width: 100%; height: 20px;" type="text"/>
*VAT Number	<input style="width: 100%; height: 20px;" type="text"/> *Compulsory where applicable
PERSAL Number	<input style="width: 100%; height: 20px;" type="text"/>
Title	<input style="width: 100%; height: 20px;" type="text"/> Initials <input style="width: 100px;" type="text"/>
First Name	<input style="width: 100%; height: 20px;" type="text"/>
Surname	<input style="width: 100%; height: 20px;" type="text"/>
Section C: Address Detail	
Payment Address	<input style="width: 100%; height: 20px;" type="text"/>
	<input style="width: 100%; height: 20px;" type="text"/>
	<input style="width: 100%; height: 20px;" type="text"/>
	<input style="width: 100%; height: 20px;" type="text"/> Postal code <input style="width: 50px;" type="text"/>



ENTITY MAINTENANCE (continuation page)

Section D: Supplier Account Details (TO BE VERIFIED BY BANK)

Account Name	<input type="text"/>	
Account Number	<input type="text"/>	Account Type
Bank Name	<input type="text"/>	<input type="checkbox"/> Cheque Account
Branch Name	<input type="text"/>	<input type="checkbox"/> Savings Account
Branch Number	<input type="text"/>	<input type="checkbox"/> Transmission Account
*ID Number	<input type="text"/>	* Compulsory for individuals
Passport Number	<input type="text"/>	
**Company Registration Number	<input type="text"/>	**Compulsory for companies
***CC Registration	<input type="text"/>	***Compulsory where applicable
****Please include CC/CK where applicable		
Practise Number	<input type="text"/>	
****Trust Number	<input type="text"/>	

IT IS HERBY CONFIRMED THAT THESE DETAILS HAVE BEEN VERIFIED AND IS EXACTLY THE SAME AS ON ONE OF THE FOLLOWING APPLICABLE SCREENS:		BANK STAMP
ABSA:	CIF Screen	
FNB:	Hogans System on the CIS4	<input type="text"/>
STD:	Bank - Look - Up - Screen	
Nedbank:	Banking Platform under the Client Details Tab	
Contact Number	( <input type="text"/> ) <input type="text"/>	
Signature of Bank Official	Print Name	d d / m m / y y y y
		Date (dd/mm/yyyy)

Section E: Contact Details of Supplier		
Telephone	( <input type="text"/> ) <input type="text"/>	<input type="text"/>
Fax	( <input type="text"/> ) <input type="text"/>	
Mobile (Cell no.)	<input type="text"/>	
E-mail Address	<input type="text"/>	
Contact Person	<input type="text"/>	
Signature of Supplier	Print Name	
		Date (dd/mm/yyyy)

Section F: Contact Details of DWS Office (For official use only - officials with signing authority only)		
Office	<input type="text"/>	OFFICIAL STAMP
Telephone	( <input type="text"/> ) <input type="text"/>	
Fax	( <input type="text"/> ) <input type="text"/>	
E-mail Address	<input type="text"/>	
Signature of DWS Official	Print Name	d d / m m / y y y y
		Date (dd/mm/yyyy)

# VENDOR MASTER MAINTENANCE



## water & sanitation

Department:  
Water and Sanitation  
REPUBLIC OF SOUTH AFRICA

**SAP**

Version 2  
03-Dec-07

PAGE 1 OF 2

OFFICE USE ONLY

Created by

Authorised by

Date created   
d d m m y y

Date authorised   
d d m m y y

### Section A: Office (DWAF) Requesting Vendor Master (For official use only)

Indicate with an X    New Vendor Information

Update Vendor Information

OFFICE DATE STAMP

Office

Official's Initials and Surname

Official's Signature

Telephone

Fax No.

### Section B: Personal Detail of Vendor

Registered Name of Vendor

SARS Office (if applicable)

Trade Name

VAT Number

Payment Term

### Section C: Address of Vendor

Postal Address

Street Address

Postal Code

Postal Code

### Section D: Telephone / Fax Numbers (Vendor Contact Details)

Contact Person (Vendor)

E-mail

Telephone Number - Area Code with Number

Fax Number

Mobile number

Preferred method of communication (Please select)    Facsimile     E-mail     Post

### Section E: Vendor detail

Supporting documentation must accompany this form

Supplier Type:     Individual Company CC     Department Trust Other (Specify)      Partnership



## ANNEXURE 1 Required Documentation Checklist

Please ensure that all listed documentation below is attached (where applicable) to the registration form.

All documentation is to be provided in its original format and/or certified.

Document Name	Please tick submitted documents attached
Original Valid Tax Clearance Certificate / VAT Registration	
Certified Copy of Company Registration Certificate (CK/CM Agreement)	
Certified copy of the valid B-BBEE Certificate	
Certified copies of ID documents	
Certified copy of Compliant accreditation Certificates	
Verification Letter of Bank (completed by bank) / Bank Stamp	
Any relevant independent agency ratings / industrial endorsement	
Valid Health Certificate (for Catering as Commodity)	
BAS Form/SAP Form	
Proof of Ownership / Shareholding Certificate	
Company Profile	
Other (please specify):	

For official use only			
Captured by:		Date:	
Status:	Approved	Declined	Awaiting Approval
Done VAT Checked	Yes / No	Reason if "No":	
Summary Report	Yes / No	Reason if "No":	



**LIST OF COMMODITIES FOR SUPPLIERS TO REGISTER FOR:**

Advertisement & Recruitment	Forensic Investigations
Advertising and Promotional Material	Frames and art work
Aerial photography & Mapping	Fresh Produce and Fruits supplies
Air-Conditioning services	Fuel and Lubricants
Auctioneering Services	Furniture
Audio Visual & Conference Equipment	Furniture Removals
Auditing Services	Geological Consulting services
Auto and Electrical repairs	GPS Instruments and cameras
Bakery services	Ground Water Development and Modeling
Bar codes and Magnetic cards	Ground Water Exploration
Boats and Maintenance / Repairs and services	Hardware and Spares
Branding and Graphic design	Hire and Maintenance of boats
Building Materials & Construction works	Hiring of Chairs, Tents, Tables and Toilets
Business cards	Hiring of Sound System and Equipment
Cadastral Surveying	Household & Electrical appliances
Calibration of glassware and Equipments	Hydrological data logging Instrumentation
Capacity Building Services	Hydrological Equipment and Services
Catering Service	Impact assessment on water use and waste
Civil Engineering Research and Development	Industrial Equipment
Cleaning Service	Installation of blind & Carpets
Computer consumables	Institutional Design and organisational Development
Computer Software & Hardware	Instrumentation of Dam Safety Monitoring
Computer Training	Lab chemicals and lab consumables
Confectionery services	Lab instruments & Equipments
Conference Facilities & Venue	Laboratory algal and microbial cultures
Consulting Service	Laboratory animals and feed
Consumable supplies	Laboratory gas
Corporate Gifts and Promotional material	Laboratory services
Courier services	Laundry and Dry cleaning Services
Cutlery and Crockery	Legal Services
Dairy & Frozen Products	Library online subscription services
Developing and implementing civil organisation training	Linen and bedding material
Disability Aid Equipments	Locksmiths Services
Diving Service	Meat & Poultry supply
Drilling Service	Mechanical Works
Driving Lesson Services	Medical & First Aid Equipment supplies
Electrical works	Occupational health and Safety

Entertainment and Theatre Drama services	Office Equipment	
Environmental Impact Assessment	Office Refurbishment	
Event Equipment Hire	Outboard motor fuel and Lubricants	
Event Management	Outboard Motors & Servicing	
Fire Fighting equipment / Services	Performing Arts	
Florist & Interior Deco Services	Pest Control Services	
Photographic services	Team Building & Strategic Planning	
Plumbing works	Tracing Agents	
Policy and Strategy Development	Trailers / Equipment and Services	
Printing Services	Training and Development	
Proficiency Testing Scheme	Translation services	
Project Management and Development	Transport & Rental Service	
Protective Clothing and & Equipment	Travel and Accommodation Services	
Removal of Laboratory waste	Uniform Supplies	
Safety checks of Equipments	Water cooler bottle supply	
Sanitary & Hygiene Services	Water purification	
Screening / Medical testing of Laboratory personnel	Water Resource studies	
Security Service	Water re—use management	
Security Systems and Equipment	Water rights investigation	
SMME Development	Water service development plan support	
Social Impact assessment	Water tank supply	
Stationery	Water use analysis	
Supply & Delivery of Journals/Magazines	Workshop Machinery & Equipments	
Supply and delivery of Library books		
Supply and Delivery of newspapers		
Survey Equipment/Instruments & Service		
Construction Equipment	Cementitious material (e.g. mator cure, pozzolith, Rheobuild)	
Construction Consumables	Concrete additives	
Fuel and Lubricants	Rip rap	
Building Materials	Blasted rock	
General Hardware	Bricks	
Construction Services	Curing compound	
Engineering Services	Timber	
Project Management Services	wire mesh	
Professional Services	Floor tiles	
Advertising and Marketing Services	Roof tiles	
Gifts and Promotional Items	Hire of lifts	
Archaeology	Hire of mobile toilets	
Building Maintenance Services	Architectural Services	
Plant Maintenance Services	Paving bricks	
Water and Environmental Services	Training	
Office Automation Services	Security services	
Engineering Spares	River Sand washed	

Plant Equipment		Crusher Dust	
Medical Equipment and Supplies		Ready Mix Concrete bags	
Laboratory Equipment		Flanges	
Food and Beverages		Land Surveyors and Valuations	
Information Technology Services		Cement/ Cement bags	
IT Peripherals			
Pipe ,valves and fitting			
Fencing material and services			
Sanitation services			
<b>OTHERS NOT LISTED</b>			

***NB: Suppliers must register for a maximum of only (3) commodities, those who register for more will be disqualified.***



1.6.1 The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in paragraph 3 below.

"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state?  YES  NO

2.7.1 If so, furnish the following particulars:

Name of person/director/trustee shareholder/member: \_\_\_\_\_

Name of state institution at which you or the person connected to the bidder is employed: \_\_\_\_\_

Position occupied in the state institution: \_\_\_\_\_

Any other particulars: \_\_\_\_\_

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?  YES  NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document?  YES  NO

***(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)***

2.7.2.2 If no, furnish reasons for non-submission of such proof: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2.8 Did you or your spouse, or any of the company's directors/trustees/shareholders/members or their spouses conduct business with the state in the previous twelve months?

YES

NO

2.8.1 If so, furnish particulars:

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2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES

NO

2.9.1 If so, furnish particulars

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2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES

NO

2.10.1 If so, furnish particulars.

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2.11 Do you or any of the directors/trustees/shareholders/members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES

NO

2.11.1 If so, furnish particulars:

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## **PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.**

### **1 GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and

1.2 The value of this bid is estimated to not exceed R1 000 000 (all applicable taxes included) and therefore the \_\_\_\_\_ system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

Price; and  
B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>1.3.1.1 PRICE</b>	<b>80</b>
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.



## 2 DEFINITIONS

- 2.1 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **"consortium or joint venture"** 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;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes a juristic person;
- 2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

- 2.16 “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

**3 ADJUDICATION USING A POINT SYSTEM**

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

**4 POINTS AWARDED FOR PRICE**

**4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

**80/20**

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

Where

- P<sub>s</sub>** = Points scored for comparative price of bid under consideration
- P<sub>t</sub>** = Comparative price of bid under consideration
- P<sub>min</sub>** = Comparative price of lowest acceptable bid

**5 Points awarded for B-BBEE Status Level of Contribution**

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6 BID DECLARATION**

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**7 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

7.1 B-BBEE Status Level of Contribution: \_\_\_\_\_ = \_\_\_\_\_ (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

**8 SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted?  YES  NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted? \_\_\_\_\_%

(ii) the name of the sub-contractor? \_\_\_\_\_

(iii) the B-BBEE status level of the sub-contractor? \_\_\_\_\_

(iv) whether the sub-contractor is an EME?  YES  NO (delete which is not applicable)

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

9.1 Name of company/firm: \_\_\_\_\_

9.2 VAT registration number: \_\_\_\_\_

9.3 Company registration number: \_\_\_\_\_

**9.4 TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[Tick applicable box]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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**9.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[Tick applicable box]

**9.7 Total number of years the company/firm has been in business?** \_\_\_\_\_

**9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:**

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

**WITNESSES:**

1 \_\_\_\_\_

2 \_\_\_\_\_

<b>SIGNATURE(S) OF BIDDER(S)</b>

**DATE:**

\_\_\_\_\_

**ADDRESS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## water & sanitation

Department:  
Water and Sanitation  
REPUBLIC OF SOUTH AFRICA

SBD 8

# DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

This Standard Bidding Document must form part of all bids invited.

It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

The bid of any bidder may be disregarded if that bidder, or any of its directors have-

abused the institution's supply chain management system;  
committed fraud or any other improper conduct in relation to such system; or  
failed to perform on any previous contract.

In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	<p>If so, furnish particulars:</p> <hr/> <hr/>		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</p>	<input type="checkbox"/>	<input type="checkbox"/>

4.2.1	If so, furnish particulars:  _____		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:  _____		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:  _____		

**SBD 8**

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) \_\_\_\_\_

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of Bidder





## **water & sanitation**

Department:  
Water and Sanitation  
REPUBLIC OF SOUTH AFRICA

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**SBD 9**

### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

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(Bid Number and Description)

in response to the invitation for the bid made by:

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(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

- 1 I have read and I understand the contents of this Certificate;
- 2 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4 Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
- 5 For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder





- 6 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 7 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
- 8 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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<sup>3</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.

- 10 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of Bidder



**NATIONAL TREASURY**  
**REPUBLIC OF SOUTH AFRICA**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**

**July 2010**

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

### **NOTES**

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

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

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

- o The General Conditions of Contract will form part of all bid Documents and may not be amended.
- o 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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2 Application**

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

## **3 General**

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

- 4 Standards** 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5 Use of contract documents and information; inspection.** 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6 Patent rights** 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7 Performance security** 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8 Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

**9 Packing**

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

- 10 Delivery and documents** 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.
- 11 Insurance** 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12 Transportation** 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13 Incidental services** 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14 Spare parts** 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15 Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16 Payment**

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

**17 Prices**

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

**18 Contract amendments**

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

**19 Assignment**

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

- 20 Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21 Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause
- 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22 Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.



**23 Termination for default**

- 23.1** The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2** In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3** Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4** If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5** Any restriction imposed on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer/Authority actively associated.
- 23.6** These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7** If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

- 24 Anti-dumping and countervailing duties and rights**
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25 Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26 Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27 Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.
- 28 **Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29 **Governing language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30 **Applicable law**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31 **Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32 **Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

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

**Js General Conditions of Contract (revised July 2010)**