



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

**DUE AT 11:00 ON**

**(01 OCTOBER 2015)**

**BID W1046 (WTE)**

**THE SUPPLY AND DELIVERY OF CONCRETE AGGREGATES FOR QAMATA  
AND NCORA IN THE EASTERN CAPE FOR DWS CONSTRUCTION SOUTH**

**SUBMIT BID DOCUMENTS TO:**

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

**OR**

**TO BE DEPOSITED IN:**  
THE BID BOX AT THE ENTRANCE  
OF ZWAMADAKA BUILDING  
157 FRANCIS BAARD STREET  
PRETORIA, 0002

**Compulsory Briefing Session.**

**Date: 16 September 2015**

**Time: 11:00am**

**Venue: Department of Water & Sanitation, Qamata station, Eastern Cape.**

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

**DEPARTMENT OF WATER AND SANITATION**

**BID W1046 (WTE)**

**THE SUPPLY AND DELIVERY OF CONCRETE AGGREGATES FOR QAMATA AND NCORA IN THE  
EASTERN CAPE FOR DWS CONSTRUCTION SOUTH**

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## DEPARTMENT OF WATER AND SANITATION

### BID W1046 (WTE)

#### THE SUPPLY AND DELIVERY OF CONCRETE AGGREGATES FOR QAMATA AND NCORA IN THE EASTERN CAPE FOR DWS CONSTRUCTION SOUTH

#### **SECTION 1: LEGALITIES**

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8. Certificate of Independent bid Determination (SBD 9)
9. Vendor Master Form (SAP)

#### **DOCUMENTS TO BE SUBMITTED BY THE BIDDER AT THE CLOSING TIME AND DATE**

10. An original and valid tax clearance certificate
11. Samples of materials
12. Proof of SANS Certificate as set out in the specifications

**DEPARTMENT OF WATER AND SANITATION**

**BID W1046 (WTE)**

**THE SUPPLY AND DELIVERY OF CONCRETE AGGREGATES FOR QAMATA AND NCORA IN THE  
EASTERN CAPE FOR DWS CONSTRUCTION SOUTH**

**1. INSTRUCTIONS TO BIDDERS**

**CONTENTS**

1. Issuing of documents
2. Queries with respect to this bid
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5. Signature on Bids
6. General Conditions of Contract
7. Form SBD 1
8. Preference Points
9. Bids to comply with documents
10. Telegraphic bids
11. The Department's right to decline any bid
12. Department is not liable for Bidder's expenses
13. Payments made under this contract
14. Evaluation Criteria
15. Rejection of bids
16. Results of bids

## INSTRUCTIONS TO BIDDERS

### 1. ISSUING OF DOCUMENTS

- (a) A document is issued to a prospective Bidder. These documents are obtainable from:

Supply Chain Office  
Entrance Emanzini Building (G17)  
173 Francis Baard Street  
PRETORIA  
0002

Tel.: 012-336-7418 or 336 6897

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

### 2. QUERIES WITH RESPECT TO THIS BID

Queries of a specific technical nature may be discussed personally or telephonically with Mr. I. Arendse, telephone 021 – 867 0163 or may be directed in writing to: The Director: Construction, Department of Water and Sanitation, Private Bag X 313, PRETORIA, 0001.

### 3. COMPLETION OF BIDS

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

### 4. SUBMISSION OF BIDS

**Two copies** of the Bid Documents shall be duly completed, signed and submitted as follows:

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

**"ORIGINAL BID FOR BID W1046 (WTE): FOR THE SUPPLY AND DELIVERY OF AGGREGATES FOR QAMATA AND NCORA IN THE EASTERN CAPE FOR DWS CONSTRUCTION SOUTH"**

and the name of the Bidder shall be clearly shown.

- (b) The duplicate copy of the Bid, together with duplicate copies of the covering letter and supporting documents, shall be sealed in a separate envelope endorsed:

**"DUPLICATE OF ORIGINAL BID FOR BID W1046 (WTE): FOR THE SUPPLY AND DELIVERY OF AGGREGATES FOR QAMATA AND NCORA IN THE EASTERN CAPE FOR DWS CONSTRUCTION SOUTH"**

and the name of the Bidder shall be clearly shown.

- (c) Both the "Original" and "Duplicate" copies of the Bid, each in their separate sealed envelopes, shall be placed in a single sealed envelope endorsed:

**"ORIGINAL BID FOR BID W1046 (WTE): FOR THE SUPPLY AND DELIVERY OF AGGREGATES FOR QAMATA AND NCORA IN THE EASTERN CAPE FOR DWS CONSTRUCTION SOUTH"**

and the name of the Bidder shall be clearly shown.

- (d) Bids in duplicate, sealed and endorsed as above, will be received by: The Supply Chain Management Office or may be deposited in the bid box at the entrance of the Zwamadaka Building 157 Francis Baard Street, Pretoria and not later than 11:00 on the date stipulated on the front cover of this document.

## **5. SIGNATURE ON BIDS**

The Bid, if by an individual, must be signed by that individual or by someone on his behalf duly authorised thereto and proof of such authority must be produced. If the bid is by a Company it must be signed by a person duly authorised thereto by a Resolution of a Board of Directors a copy of which Resolution, duly certified by the Chairman of the Company is to be submitted with the bid.

The successful bidder will be required to submit a "Letter from the manufacturer" confirming the supply arrangement within 14 days after the approval of the bid.

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

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

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

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

## **7. FORM SBD 1**

The copy of Form SBD 1 (Invitation to Bid), annexed to these documents, must be completed and signed by the Bidder. Failure to do so will deem your bid invalid.

## **8. PREFERENCE FOR EQUITY OWNERSHIP**

Bidder desirous of claiming preference for equity ownership by previously disadvantaged individuals/women must fully complete and sign Form SBD 6.1 or no preference will be allowed. A copy of your company registration forms and a valid accredited B-BBEE Status Level Verification Certificate must be submitted with the bid document.

## NOTICE TO ALL POTENTIAL BIDDERS

PLEASE NOTE THAT PREFERENCE POINTS CLAIMED IN THE STANDARD BIDDING DOCUMENT PROVIDED WILL BE AUDITED BY AN INDEPENDENT PROFESSIONAL SERVICE PROVIDER. SUPPLIERS THAT PROVIDE INCORRECT OR FALSE INFORMATION REGARDING THE OWNERSHIP OF THEIR COMPANY, RUNS THE RISK OF BEING PROSECUTED WITH THE POSSIBLE RESTRICTION FROM PARTICIPATING IN CONTRACT WITH ANY DEPARTMENT IN THE SPHERE OF GOVERNMENT. PARTICULAR ATTENTION SHOULD BE GIVEN TO THE CONTENT OF SBD 6.1, PARAGRAPH 9.8.

### 9. BIDDERS TO COMPLY WITH DOCUMENTS

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

### 10. TELEGRAPHIC BIDS

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

### 11. THE DEPARTMENT'S RIGHT TO DECLINE ANY BID

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

### 12. DEPARTMENT NOT LIABLE FOR BIDDER'S EXPENSES

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

### 13. PAYMENTS UNDER THE CONTRACT

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

Contractors must provide the necessary details of their bank account in a standardised form supplied by the department (SAP Vendor Master Form).

### 14. EVALUATION CRITERIA

The evaluation Committee will be following a phased approach during the 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 evaluation.

- 1) An original and valid tax clearance certificate must be submitted with the bid.
- 2) Company registration certificate (original or certified copy) Attach CIPRO/CIPC documents (original or certificates) and certified copies of Identities of all Directors
- 3) Company must be registered with the UIF and it must be indicated on tax Clearance certificate. Letters issued out for bidding purposes from the Department of Labour will also be accepted.
- 4) Completed and signed standard bidding documents (SBD1, SBD2, SBD 3.2, SBD 4, SBD 6.1, SBD 8, SBD 9) (If any confusion exists with the bidding price, then the price that the bidder noted in SBD 3.2 shall be taken as the correct price.)
- 5) Attendance of compulsory briefing session.

#### Phase 2

##### Submitting and Testing of Samples:

Bidders that passed the first phase of the evaluation criteria will be contacted to submit samples within **7 days** after receipt of official request. The bid will be evaluated using below criteria and failure to comply with **all** the specifications as listed will render your bid as not to specification and non responsive and the bid will not be considered for the phase 4 evaluation.

- (a) Samples should be submitted within **7 days** after receipt of official request for submission of samples as per Clause 8 of the Bid Specifications under Section 3.
- (b) Test result must compliance with Standard Specifications as set out under Section 3: Specifications

**Phase 3  
Technical Compliance:**

The bid will be evaluated using the below criteria and failure to comply with all the specifications as listed will render your bid as not to specification and non responsive and the bid will not be considered for the phase 4 evaluation.

- (a) Standard Specifications as set out under Section 3: Specifications and the compliance thereof
- (b) The bid will be rendered non responsive if the bidder fails to complete the "Comply / Not Comply" section in the specification under Section 3: Specifications

**Phase 4  
Evaluation of price and preference points claimed:**

During this phase, bid proposals that passed the phase three will be further evaluated based on the 90/10 preference points system in accordance with the PPPFA Act, where 90 points will be attained in respect of price and 10 points will be awarded to a bidder for attaining the B-BBEE Status Level of Contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>
<b>1</b>	<b>10</b>
<b>2</b>	<b>9</b>
<b>3</b>	<b>8</b>
<b>4</b>	<b>5</b>
<b>5</b>	<b>4</b>
<b>6</b>	<b>3</b>
<b>7</b>	<b>2</b>
<b>8</b>	<b>1</b>
<b>Non-compliant contributor</b>	<b>0</b>

In order to claim the B-BBEE Status Level of Contributor points, bidders must submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof, issued by accredited Verification Agency/s by SANAS or 11.2.3.2 Registered Auditor approved by Independent Regulatory Board of Auditor (IRBA), together with their bids to substantiate their B-BBEE rating claims. The Exempted Micro Enterprise must submit a letter from the Accounting Officer who is appointed in terms of Close Corporation Act.

Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process. They will score points out of 90 for price only and zero (0) points out of 10 for B-BBEE.

Bidders are requested to complete the preference claim form in order to claim preference points. The points scored by a bidder in respect of points indicated above will be added to the points scored for price.

The highest ranked bidder will be awarded the bid. It should be noted also that the Department reserve the right not to appoint any service provider.

A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.



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.

**15. REJECTION OF BID**

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

**16. RESULTS OF BIDS**

Results of non-acceptance of bids will be sent to individual unsuccessful bidders and particulars of accepted bids are published weekly in the Government Tender Bulletin.

**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 and Sanitation, 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, must complete the Declaration Certificate for Local Production and Content Form (SBD 6.2), 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  
November 2011

**DEPARTMENT OF WATER AND SANITATION**

**BID W1046 (WTE)**

**THE SUPPLY AND DELIVERY OF CONCRETE AGGREGATES FOR QAMATA AND NCORA IN THE  
EASTERN CAPE FOR DWS CONSTRUCTION SOUTH**

**SECTION 2: CONDITIONS OF CONTRACT**

**CONTENTS**

- A. GENERAL CONDITIONS OF CONTRACT
- B. SPECIAL CONDITIONS OF CONTRACT

## CONDITIONS OF CONTRACT

### A. GENERAL CONDITIONS OF CONTRACT

The Contract shall be governed by: "General Conditions of Contract", which is attached to this bid document. The only variations from these General Conditions of Contract shall be given in the Special conditions of Contract below.

### B. SPECIAL CONDITIONS OF CONTRACT

**This section must be completed in full failure to do so may invalidate your bid**

**\*Delete which are not applicable**

1. Is the offer strictly in accordance with the conditions and specifications? \*YES / NO  
If not in accordance with the specification, furnish the deviations.
2. Period required for commencement with service after receipt of order. \_\_\_\_\_
3. Are you registered in terms of section 23(1) or 23(3) of the value Added Tax Act, 1991 (Act no 89 of 1991)? \*YES / NO  
If so, state your VAT registration number. \_\_\_\_\_
4. Is the bid price firm for the duration of the contract period? \*YES / NO
5. **The Department of Water and Sanitation will not entertain any claims for non-firm price increases claimed at a later date, unless such non-firm price adjustments are clearly motivated. No exception will be made in this regard.** \*COMPLY / NOT COMPLY
6. **Penalties and delay damages**  
The penalties referred to in clause 23 of the General Conditions of Contract shall comprise of delay damages of R4 000 per day TAKE NOTE  
The maximum amount of delay damages shall be 10% of the final Contract Price, excluding delay damages. TAKE NOTE
7. The evaluation Committee will be following a phased approach during the evaluation. TAKE NOTE

#### **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 evaluation.

- 1) An original and valid tax clearance certificate must be submitted with the bid.
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- 3) Company must be registered with the UIF and it must be indicated on tax Clearance certificate. Letters issued out for bidding purposes from the Department of Labour will also be accepted.
- 4) Completed and signed standard bidding documents (SBD1, SBD2, SBD 3.2, SBD 4, SBD 6.1, SBD 8, SBD 9) (If any confusion exists with the bidding price, then the price that the bidder noted in SBD 3.2 shall be taken as the correct price.)
- 5) Attendance of compulsory briefing session.

**Phase 2**  
**Submitting and Testing of Samples:**

Bidders that passed the first phase of the evaluation criteria will be contacted to submit samples within **7 days** after receipt of official request. The bid will be evaluated using below criteria and failure to comply with **all** the specifications as listed will render your bid as not to specification and non responsive and the bid will not be considered for the phase 4 evaluation.

- (a) Samples should be submitted within **7 days** after receipt of official request for submission of samples as per Clause 8 of the Bid Specifications under Section 3.
- (b) Test result must compliance with Standard Specifications as set out under Section 3: Specifications

**Phase 3**  
**Technical Compliance:**

The bid will be evaluated using the below criteria and failure to comply with **all** the specifications as listed will render your bid as not to specification and non responsive and the bid will not be considered for the phase 4 evaluation.

- (a) Standard Specifications as set out under Section 3: Specifications and the compliance thereof
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**Phase 4**  
**Evaluation of price and preference points claimed:**

During this phase, bid proposals that passed the phase three will be further evaluated based on the 90/10 preference points system in accordance with the PPPFA Act, where 90 points will be attained in respect of price and 10 points will be awarded to a bidder for attaining the B-BBEE Status Level of Contribution in accordance with the table below:

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<b>8</b>	<b>1</b>
<b>Non-compliant contributor</b>	<b>0</b>

In order to claim the B-BBEE Status Level of Contributor points, bidders must submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof, issued by accredited Verification Agency/s by SANAS or 11.2.3.2 Registered Auditor approved by Independent Regulatory Board of Auditor (IRBA), together with their bids to substantiate their B-BBEE rating claims. The Exempted Micro Enterprise must submit a letter from the Accounting Officer who is appointed in terms of Close Corporation Act.

Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process. They will score points out of 90 for price only and zero (0) points out of 10 for B-BBEE.

Bidders are requested to complete the preference claim form in order to claim preference points. The points scored by a bidder in respect of points indicated above will be added to the points scored for price.

The highest ranked bidder will be awarded the bid. It should be noted also that the Department reserve the right not to appoint any service provider.

A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

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.

8. In the case where a potential successful bidder are a only a supplier but not the actual manufacturer and will procure the products from a manufacturer or another supplier and did not submit a letter from that manufacturer/supplier confirming firm supply arrangement(s) in this regard by the closing time of this bid, such a letter must be submitted within **14 days** after the receipt of a **“Letter of Notification to Bidder”** from this Department. Failure to comply with this requirement **within 14 calendar** days shall result n the bid being awarded to another bidder.

**TAKE NOTE**



**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF WATER AND SANITATION**

BID NUMBER: .....

CLOSING DATE: .....

CLOSING TIME: 11:00

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

BID DOCUMENTS MAY BE POSTED TO: Director- General: Department of Water and Sanitation  
 Private Bag X313  
**PRETORIA, 0001**  
 Attention: Supply Chain Management Office  
 At the entrance of ZwaMadaka Building

OR

DEPOSITED IN THE BID BOX SITUATED AT **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? YES or NO  
PROOF] [IF YES ENCLOSE

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:** Water and Sanitation

**Contact Person:** Ms. Julia Dirane

**Tel:** (012) 366 7780

**Fax:** (012) 325 6963

**E-mail address:** [Dirane.J@dwa.gov.za](mailto:Dirane.J@dwa.gov.za)

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

**Contact Person:** Mr. I. Arendse

**Tel:** (021) 867 0163

**E-mail address:** [ArendseI@dwa.gov.za](mailto:ArendseI@dwa.gov.za)

## 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


**Particulars of applicant**

Name/Legal name (initials & Surname or registered name)			
Trading name (if applicable)			
ID/Passport no		Company/Close Corp. registered no	
Income Tax ref no		PAYE ref no	7
VAT registration no	4	SDL ref no	L
Customs code		UIF ref no	U
Telephone no		Fax no	
E-mail address			
Physical address			
Postal address			

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

Surname			
First names			
ID/Passport no		Income Tax ref no	
Telephone no		Fax no	
E-mail address			
Physical address			

**Particulars of tender** (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender  year(s)

**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

**Audit**

Are you currently aware of any Audit investigation against you/the company?  YES NO

If "YES" provide details

**Appointment of representative/agent (Power of Attorney)**

I the undersigned confirm that I require a Tax Clearance Certificate in respect of  Tenders or  Goodstanding.

I hereby authorise and instruct  to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

--

Signature of representative/agent Date

Name of representative/agent

**Declaration**

I declare that the information furnished in this application, as well as any supporting documents is true and correct in every respect.

--

Signature of applicant/Public Officer Date

Name of applicant/Public Officer

**Notes:**

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
  - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
  - (b) without just cause shown by him, refuses or neglects to-
    - (i) furnish, produce or make available any information, documents or things;
    - (ii) reply to or answer truly and fully, any questions put to him ...As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

## SBD 4

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:  
.....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1 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.

<sup>1</sup>"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.

<sup>2</sup>"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:  
.....  
.....  
.....

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.  
.....





**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS  
DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## 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
- ☐ the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the **90/10** system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

	POINTS
<b>1.3.1.1 PRICE</b>	<b>90</b>
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>10</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

- 2.1.1 **“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:

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

Where

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

$P_t$  = Comparative price of bid under consideration

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

### 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>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
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**

.....  
.....  
.....

**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. ....

<p>..... SIGNATURE(S) OF BIDDER(S)</p>
--

2. ....

DATE:.....

ADDRESS:.....

.....

.....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 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.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **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><b>(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 <i>audi alteram partem</i> rule was applied).</b></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>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
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><b>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.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	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**

Js365bW

**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:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(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.

<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

Js914w 2



**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.

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# General Conditions of Contract

## 1 Definitions

- 1 The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
  - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

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

## **2 Application**

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

## **3 General**

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

- |   |     |   |
|---|-----|---|
| <b>4 Standards</b>  | 4.1 | The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.  |
| <b>5 Use of contract documents and information; inspection.</b> | 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.   |
| <b>6 Patent rights</b>  | 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.   |
| <b>7 Performance security</b>                                   | 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)**

## DEPARTMENT OF WATER AND SANITATION

### BID W1046 (WTE)

#### THE SUPPLY AND DELIVERY OF CONCRETE AGGREGATES FOR QAMATA AND NCORA IN THE EASTERN CAPE FOR DWS CONSTRUCTION SOUTH

#### SECTION 3: SPECIFICATIONS

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#### **NOTE:**

Failure to indicate whether you comply or not comply in the Specification will invalidate the bid. (\*Clearly delete/cross-out whichever is not applicable.)

## SPECIFICATION

### 1. CONDITIONS

In addition to the general conditions set out in the document "General Conditions of Contract ", the following special conditions shall apply:

TAKE NOTE

#### 1.1 SUPPLIER OF PRODUCT

The successful bidder will be required to submit a "Letter from the manufacturer" confirming the supply arrangement within 14 days after the approval of the bid.

TAKE NOTE

The sand may be awarded to different bidders as fully specified in paragraph 7.2

### 2. SERVICE

The service to be rendered is the supply and delivery of the following material to:

#### **Qamata**

- ITEM 1 21000 TON of 19 mm CONCRETE AGGREGATE**
- ITEM 2 10200 TON of CRUSHER DUST (CRUSHER SAND)**
- ITEM 3 6800 TON of CONCRETE SAND (RIVER SAND)**

TAKE NOTE

#### **Ncora**

- ITEM 4 11000 TON of 19 mm CONCRETE AGGREGATE**
- ITEM 5 5100 TON of CRUSHER DUST (CRUSHER SAND)**
- ITEM 6 3400 TON of CONCRETE SAND (RIVER SAND)**

As more fully specified hereunder.

### 3. QUANTITIES

The quantity required cannot be guaranteed. However, the estimated quantity is given in the SBD 3.2. Orders will be placed as and when requirements become known. Deliveries will be required 7 days from date of the official order.

TAKE NOTE

### 4. SITE

Qamata Station in the Eastern Cape approximately 87 km from Queenstown.

GPS Co-ordinates 31° 58' 36.1" S 27° 26' 3.6" E

And

Ncora in the Eastern Cape approximately 180 km from Queenstown.

GPS Co-ordinates 31° 47' 56.6" S 27° 46' 9.27" E

Bidders need to familiarize themselves with the road conditions to both sites.

TAKE NOTE

### 5. STANDARDS, SPECIFICATIONS AND DEFINITIONS APPLICABLE

The bid specification is supported by the specifications and standards of SANS 1200C, 1200D and SANS 1083 in the form of their latest editions and subject to the variation to SANS 1200C

For the purpose of this specification the definitions and abbreviations given in the specification and standards and the following shall apply:

#### **Quarry Material**

This is material which after processing, if necessary, satisfies the specified requirement for incorporation into the permanent works. For the purpose of this specification, crusher sand, river sand and crusher or natural stone shall be classified as quarry material.

TAKE NOTE

### 6. QUARRY SITES AND WORKS

Bidders are required to decide for themselves which commercial quarry/ crusher they propose to use.

TAKE NOTE

The responsibility for the selection of a suitable quarry / crusher rests with the Bidder. Any selected quarry / crusher may only be used after the samples submitted from that quarry / crusher is tested and approved by the Department.

TAKE NOTE

The decision regarding which offer to accept will be made on the conformation to the relevant specifications and in conjunction with the Preferential Procurement Regulations, 2011. Accordingly, no additional or subsequent claim for any difficulties or expenses incurred in the removal and delivery of any material will be entertained at any stage.

TAKE NOTE

The Department have the right to inspect the quarry / crusher of all the Bidders to ensure whether sufficient quantities of material is available and whether the plant of the Bidder is in such condition to complete the contract. The inspection may take place before, during and after the award of the contract.

TAKE NOTE

The Bidder shall be in possession of and approved Environmental Management Programme Report (EMPR) to conduct all quarry and/or sand extraction processes where applicable. Such report shall be made available on request by the Department.

TAKE NOTE

## 7. AGGREGATE AND PRODUCTS

The Bidder shall maintain stockpiles in the designated area that:

- (i) Provide adequate capacity to ensure no interruption to the construction operations
- (ii) Ensure separate storage areas for different types and sizes of material such that no contamination between sizes occurs
- (iii) Ensure that there is no inter mixing or contamination by deleterious matter
- (iv) Ensure that there is no segregation
- (v) All aggregates shall be washed

TAKE NOTE

TAKE NOTE

TAKE NOTE

TAKE NOTE

TAKE NOTE

### 7.1 ITEM 1 and 4 : 19 MM CONCRETE AGGREGATE

The coarse aggregate shall comply with SANS 1083 in all respects except for the grading that shall be in accordance with the specification in paragraph 7.1.1 and flakiness index that shall be in accordance with paragraph 7.1.6 of this specification. The coarse aggregate shall also comply with the following specification:

TAKE NOTE

The bidder may also offer a coarse aggregate that does not comply with the grading specification, to be blended with the coarse aggregate of another bidder that also do not comply with the grading specification, in order to obtain a coarse aggregate that does comply with the specification, and all other specifications. In this case the Department reserves the right to award the supply of the two coarse aggregates to two different bidders in amounts that will be decided by the Department.

TAKE NOTE

Blending, washing or by such other methods as the Department may from time to time approve, may be used.

TAKE NOTE

#### 7.1.1 Grading

The grading of the 19 mm concrete aggregate shall conform to the grading limits as shown in the table1 below.

\*Comply / Not Comply

#### GRADING ENVELOPE

Sieve Size [mm]	Percentage Passing
26,0	100 - 100
19,0	75 - 100
13,0	0 - 50
9,5	0 - 25
6,7	0 - 5
4,75	0 - 3

TABLE 1

- 7.1.2 **Soundness**  
When tested in accordance with SANS 5839 the coarse aggregate shall not show a loss in mass of more than 5% after 5 cycles using sodium sulphate. \*Comply / Not Comply
- 7.1.3 **Shrinkage**  
Shrinkage shall be determined in accordance with SANS 5836. The upper limit shall be 150% of the shrinkage of the reference aggregate. The reference shall be determined by the Department. \*Comply / Not Comply
- 7.1.4 **Water Absorption**  
The water absorption of the coarse aggregate shall not be more than 2,0% when tested in accordance with SANS 5843. \*Comply / Not Comply
- 7.1.5 **Abrasion resistance**  
The abrasion resistance shall be tested in accordance with SANS 5846 and shall not exceed 30% where size fraction A is tested. \*Comply / Not Comply
- 7.1.6 **Flakiness Index**  
The flakiness index as determined by SANS 5847 shall be a maximum of 24. \*Comply / Not Comply
- 7.2 **ITEM 2 and 5 CRUSHER DUST (sand); as well as ITEMS 3 and 6 NATURAL SAND**  
The above aggregates shall comply with SANS 1083 in all aspects except for the grading that is specified in paragraph 7.2.1 of this specification. \*Comply / Not Comply
- Sands from natural sources (i.e. rivers, sand pits, etc.) that have been suitably selected and washed to remove organic material and clay, etc. may be blended with a manufactured sand (i.e. crusher sand) to achieve a combined sand which conforms to the specifications. \*Comply / Not Comply
- The Bidder may also offer two sands to be blended by the Department in order to obtain concrete sand that complies with the specification. In these cases the Department will determine the blending ratio. \*Comply / Not Comply
- The bidder may also offer a sand that does not comply with the grading specification, to be blended with the sand of another bidder that also do not comply with the grading specification, in order to obtain a sand that does comply with the specification, and all other specifications. In this case the Department reserves the right to award the supply of the two sands to two different bidders in amounts that will be decided by the Department. \*Comply / Not Comply
- The Department reserves the right to combine the volume of the different sands into one volume if it is found that making use of a single source of sand is the optimal solution for the Department \*Comply / Not Comply
- The fine aggregate shall comply with SANS 1083 in all aspects except for the grading that is specified in paragraph 7.2.1 of this specification. \*Comply / Not Comply
- 7.2.1 **Grading**  
The grading of the crusher dust shall conform to the grading limits as shown in the table 2 below. \*Comply / Not Comply

**GRADING ENVELOPE**

Sieve Size [mm]	Percentage Passing (Natural Sand)	Percentage Passing (Crusher Sand)
13.2	100 - 100	100 - 100
9.5	95 - 100	95 - 100
6.7	90 - 100	85 - 100
4.75	85 - 100	70 - 100
2.36	80 - 95	50 - 80
1.18	60 - 90	30 - 60
0.600	40 - 70	20 - 45
0.300	15 - 40	15 - 35

\*Comply / Not Comply

0.150	0 – 20	10 – 25
0.075	* 0 – 5	* 0 – 10
FM	3.20 – 1.85	4.05 – 2.55

**TABLE 2**

**Note:** \* These limits may be increased to 20% in the case of crusher sand, and to 10% in the case of natural sand, if the requirements of paragraph 4.2.3 of SANS 1083 are met.

TAKE NOTE

**7.2.2 Shrinkage**

Shrinkage shall be determined in accordance with SANS 5836. The upper limit shall be 150% of the shrinkage of the reference aggregate. The reference shall be determined by the Department.

\*Comply / Not Comply

**7.2.3 Water Absorption**

The water absorption of the coarse aggregate shall not be more than 2,0% when tested in accordance with SANS 5843.

\*Comply / Not Comply

**7.2.4 Chlorides**

The chloride content shall not exceed 0, 03% by mass expressed as chloride ion when tested in accordance with SANS 202.

\*Comply / Not Comply

**7.2.5 Sulphates**

The sulphate content shall not exceed 0,4% by mass expressed as SO<sub>2</sub> when tested in accordance with SANS 5850.

\*Comply / Not Comply

**7.2.6 Organic Impurities**

When tested in accordance with SANS 5832 the colour of the liquid shall be lighter than the reference colour.

\*Comply / Not Comply

**7.2.7 Sand Equivalent**

When tested in accordance with SANS 5838 the sand equivalent shall be greater than 80%.

\*Comply / Not Comply

**7.2.8 Clay and Silt Content**

The clay and silt content of the fine aggregate when tested in accordance with ASTM D422 shall be less than 2% by mass.

\*Comply / Not Comply

**7.3 GENERAL**

**7.3.1** Where materials are blended, the Bidder shall provide means, to the approval of the Department, of such blending. The blending techniques and proportions used from time to time shall take due account of the moisture in the materials. The methods and durations of mixing of the materials shall all be subject to the approval of the Department prior to commencing and during the execution of the work.

TAKE NOTE

**7.3.2** The Bidder shall perform at his own expense, such test as the Department may approve or subsequently order to develop a satisfactory blending technique and such additional routine tests to ensure that the desired uniformity of quality is maintained.

TAKE NOTE

**7.3.3** The water used for washing the material shall be free from silt or other suspensions that might impair the washing efficiency or detrimentally affect the material properties.

TAKE NOTE

**7.3.4** The quality used for the construction of the structures and the methods of procuring and processing materials shall at all times be subject to the approval of the Department who shall be at liberty to order the Bidder to operate from any of the approved sources of supply. A stockpiled material no longer conforming to the specified requirements or able to yield a uniform product shall be re-processed at the expense of the Bidder and to the satisfaction of the Department.

TAKE NOTE

**8. SAMPLES**

The supply of samples of at least the specified mass of product material is a condition of the bid. **A separate sample shall be submitted for each and every item, the samples shall be clearly marked, inside AND outside of the bag, with the Bidder's name, bid**

\*Comply / Not Comply



**number , item number and product description** and shall be delivered to:

Contract Manager: Construction South  
Department of Water and Sanitation  
Qamata Station  
Qamata  
Eastern Cape

Samples shall reach the above mentioned address not later than 7 days after the successful Administrative evaluation. The Bidder shall be notified in writing. The samples shall be packed in sealed canvas or suitable plastic bags in order to avoid the loss of fines in transit. Bags shall be clearly marked showing the bid number, name of Bidder, item number and description of material. An example of the Sample Identification Card is shown in Section 5 of the bid documents. **It is the responsibility of the bidder to ensure that the identification cards, inside and outside of the bags, are protected against mechanical damage or damage by moisture and that the card stays intact at all times.**

TAKE NOTE

The sample supplied and accepted for each item serve as the standard to which the Bidder's deliveries will be tested and any consignment by the Bidder which is not up to the standard of the sample will not be accepted and the Department may claim compensation for any transport and labour costs which may have been incurred in respect of such consignment.

\*Comply / Not Comply

The mass of the samples for all fine and coarse aggregates shall at least be **150 kg**.

\*Comply / Not Comply

**Failure to submit the samples properly identified showing the bid number, the Bidder's name and the item number etc, by the closing date and time of this bid as indicated above will invalidate the bid.**

#### **9. ACCEPTANCE CRITERIA FOR DELIVERED MATERIAL**

The delivered material will be accepted and regarded as being similar to the reference sample and in accordance with the grading specification if it fulfils the requirements given in Clause 10.

TAKE NOTE

#### **10. 19 MM AGGREGATE (Concrete Stone)**

The difference, expressed as a percentage of the mass retained by any sieve shall not differ by more than 5 percentage points from the corresponding percentage as determined for the standard of reference (sample) as supplied. The quality of the material shall be visually similar to the sample that was submitted but when suspect it will be verified by laboratory testing.

TAKE NOTE

#### **11. FINE AGGREGATE (Concrete Sand)**

The fineness modulus of delivered material shall not differ more than 0.20 from the fineness modulus of the sample submitted by the bidder and shall in no instance fall outside the specified limits. The quality of the sand shall be similar to the sample that was submitted but when suspect it will be verified by laboratory testing.

#### **12. TESTING OF QUARRY MATERIAL DURING THE CONTRACT PERIOD**

Testing of quarry material shall be in accordance with the particular requirements for its use as specified in the appropriate specification.

TAKE NOTE

The successful Bidder shall conduct all the tests specified in SANS 1083 on the quarry material to ensure that the quality of the material will comply with the specified requirements at any given time for the duration of the contract.

TAKE NOTE

The costs of all these tests shall be included in the unit price (bid price) given in SBD 3.2

TAKE NOTE

If there is any doubt concerning the quality of the quarry material being quarried at any time, the Bidder shall notify the Department immediately. The results of all the tests conducted by the Bidder shall be submitted to the Department. The Department will, after

TAKE NOTE

further testing or inspection if necessary, instruct the Bidder regarding the use of the material in the quarry.

**13. SCOPE OF CONTRACT**

**Bidder**

The Bidder will be required to perform the following service as part of this contract:

- (i) Transport material to site TAKE NOTE
- (ii) Stockpile material in designated locations TAKE NOTE
- (iii) Supply various aggregates in accordance with the specification TAKE NOTE

**14. QUANTITIES REQUIRED / DELIVERY RATE**

The total quantity of various aggregates to be delivered will be approximately **38000** ton for **Qamata** and **19500** ton for **Ncora**. TAKE NOTE

The peak rate per month shall be **1000** ton of aggregates per site. TAKE NOTE

The minimum rate shall be **60** ton per month per site. TAKE NOTE

The minimum stockpile shall be **200** ton per site. TAKE NOTE

The Bidder will not be entitled to claim any form of compensation for any requirement variations in the total quantities or specific quantities whatsoever. TAKE NOTE

Quantities of aggregate are masses in metric ton of dry material required and for which measurement par payment will be made. Dry material is defined as material having 0% moisture content. TAKE NOTE

Failure to adhere to the maximum delivery rate as above will result in implementation of measures prescribed in **Clause 23**. TAKE NOTE

**15. PROGRAMME OF WORKS**

The Bidder shall supply the Department, one week prior to the commencement of the first delivery with an adequate sample of the material. This requirement is additional to the supply of samples specified in the Clause 8 above. TAKE NOTE

The duration of the contract will be 5 years. TAKE NOTE

No guarantee of this date can be given. TAKE NOTE

**16. PAYMENT**

Payment will be made metric ton of dry stone. The Department reserves the right to check the quantities loaded at any time. TAKE NOTE

Payment will be made monthly on receipt of specified tax invoices. TAKE NOTE

Payment will not be made for consignment unless supported by delivery notes duly signed by the official checking the delivery and weighbridge certificates. TAKE NOTE

Escalation or price increases will only be paid if escalation / price increase formulas have been submitted by the Bidder in the bid document. TAKE NOTE

Payment will be done within 30 days of receipt and approval of original invoice by depositing the payment directly into the bank account of the successful bidder. No cash or cheque payment will be done. TAKE NOTE

Payment for standing time exceeding two hours will only be made if such standing time is a result of the action of the Department. TAKE NOTE

**17. ROAD CONDITIONS AND DISTANCE**

Bidders are advised to acquaint themselves with roads, road conditions, distances, etc. on and to the site, before bidding.

TAKE NOTE

**18. BIDDER'S VEHICLES**

The Department will have the right to instruct the successful Bidder to repair or replace a vehicle which is considered unsuitable for the transporting of the sand.

TAKE NOTE

Overloading of vehicles in terms of the Road Traffic Act will not be permitted.

TAKE NOTE

**19. COSTS**

Bidders shall provide in their bid for all labour, plant, material, implements and vehicles necessary for the execution of the contract and all operating and maintenance costs in accordance with the bid documents.

TAKE NOTE

**20. SPECIFICATIONS / DETAIL OF OFFER / PRICING SCHEDULE**

Where the answer to the question "Is the offer strictly to specification" is "No", the Bidder shall state ALL the variations and the reasons, if necessary on a separate sheet.

TAKE NOTE

**21. DELIVERY**

Deliveries may be made during the following working hours **6h30 to 15h00** from Monday to Thursday but **not** on the following days or periods:

TAKE NOTE

- (i) Fridays 14h00 to Mondays 6h00
- (ii) All public holidays
- (iii) The period 11 December to 3 January
- (iv) The last Thursday and Friday of the month

If by any change a delivery is made outside of scheduled times the offloading will commence only the next working day and no standing time will be charged to the Department.

TAKE NOTE

The Bidder shall nominate a contract person with whom the Department will arrange and schedule deliveries. Purchase orders for material will be placed 48 hours before delivery is required.

TAKE NOTE

A SABS approved certificate of compliance shall be submitted by the Bidder showing the properties and grading of requested material.

TAKE NOTE

DWA Construction will perform testing and grading on all material delivered to ensure that all material do comply with the relevant specification. DWA will decline material that does not comply this load(s) will not be accepted and will not be paid for. The declined load(s) must be removed from site ASAP for the Bidders own cost.

TAKE NOTE

**22. DELIVERY PERIOD**

A firm delivery period is required. Adherence to bid delivery period is of utmost importance. Note that the penalty for late delivery prescribed in paragraph 23 of the Specification will be imposed.

TAKE NOTE

**23. PENALTY FOR LATE DELIVERY**

If the Bidder fails to supply the goods or render the service within the period stipulated in the contract, the Department shall have the right, in its sole discretion either to deduct as a penalty from the value of the contract sum an amount of one-fourteenth percent thereof per day for the period of delay or claim any damages or loss suffered in lieu of such

TAKE NOTE

penalty provided that where beneficial use of the completed portion is enjoyed, the penalty shall be applied to the value of the outstanding portion only.

## 24. BID PRICE AND DELIVERY PERIODS

All inclusive bid prices are required, meaning VAT, delivery and any other cost mentioned in the specification for the Bidders account must be included in the unit price. Firm bid prices and delivery periods are preferred. The following considerations shall apply in evaluating bids with differing price and delivery conditions:

TAKE NOTE

24.1 Bidder may submit firm or non-firm prices.

24.1.1 "Firm" prices are deemed to be the prices which are only subject to the following statutory change:

(a) VAT, (in the event that it is changed by government)

(b) Any levy related to customs and excise (written proof must be given)

TAKE NOTE

24.1.2 "Non-firm" prices are all prices other than "firm" prices as stipulated in paragraph 24.1.1.

TAKE NOTE

24.2 In cases where non-firm prices are offered, a breakdown of the bid price reflecting the different portions of the bid price that might fluctuate must be indicated. It shall be stated whether prices will be subject to escalation in accordance with the provisions of the Departments User Manual or proposed escalation formulas shall be stated.

TAKE NOTE

24.3 When calculating comparative prices, non-firm prices may be loaded.

TAKE NOTE

24.4 Where a Bidder has not indicated whether his prices or delivery periods are firm or not, the bid price and delivery periods are deemed to be firm and the Bidder shall be bound thereby. No exceptions will be made.

TAKE NOTE

24.5 Expressions such as "soonest" or "earliest" or delivery periods which are unspecified are not acceptable.

TAKE NOTE

## 25. PREFERENCE

Standard Bidding Form SBD 6.1 will apply. A maximum of 10 points will be awarded for B-BBEE status. A valid accredited B-BBEE Status Level Verification Certificate must be submitted with the bid document in order to claim points.

TAKE NOTE

## 26. TECHNICAL INFORMATION

Failure to complete the "**Comply / Not Comply**" column in the specification will result in the bid being disqualified as non-responsive.

TAKE NOTE

If stated "Not Comply" reasons must be given for not comply with the specifications.

TAKE NOTE

**Note: The Department reserves the right to change the quantity to be ordered from the successful bidder.**

TAKE NOTE

## 27. EVALUATION CRITERIA

### 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 evaluation.

- 1) An original and valid tax clearance certificate must be submitted with the bid.
- 2) Company registration certificate (original or certified copy) Attach CIPRO/CIPC documents (original or certificates) and certified copies of Identities of all Directors

TAKE NOTE

- 3) Company must be registered with the UIF and it must be indicated on tax Clearance certificate. Letters issued out for bidding purposes from the Department of Labour will also be accepted.
- 4) Completed and signed standard bidding documents (SBD1, SBD2, SBD 3.2, SBD 4, SBD 6.1, SBD 8, SBD 9) (If any confusion exists with the bidding price, then the price that the bidder noted in SBD 3.2 shall be taken as the correct price.
- 5) Attendance of compulsory briefing session.

**Phase 2**

**Submitting and Testing of Samples:**

Bidders that passed the first phase of the evaluation criteria will be contacted to submit samples within **7 days** after receipt of official request. The bid will be evaluated using below criteria and failure to comply with all the specifications as listed will render your bid as not to specification and non responsive and the bid will not be considered for the phase 4 evaluation.

- (a) Samples should be submitted within **7 days** after receipt of official request for submission of samples as per Clause 8 of the Bid Specifications under Section 3.
- (b) Test result must compliance with Standard Specifications as set out under Section 3: Specifications

**Phase 3**

**Technical Compliance:**

TAKE NOTE

The bid will be evaluated using the below criteria and failure to comply with all the specifications as listed will render your bid as not to specification and non responsive and the bid will not be considered for the phase 4 evaluation.

- (a) Standard Specifications as set out under Section 3: Specifications and the compliance thereof
- (b) The bid will be rendered non responsive if the bidder fails to complete the "Comply / Not Comply" section in the specification under Section 3: Specifications

**Phase 4**

**Evaluation of price and preference points claimed:**

During this phase, bid proposals that passed the phase three will be further evaluated based on the 90/10 preference points system in accordance with the PPPFA Act, where 90 points will be attained in respect of price and 10 points will be awarded to a bidder for attaining the B-BBEE Status Level of Contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>
<b>1</b>	<b>10</b>
<b>2</b>	<b>9</b>
<b>3</b>	<b>8</b>
<b>4</b>	<b>5</b>
<b>5</b>	<b>4</b>
<b>6</b>	<b>3</b>
<b>7</b>	<b>2</b>
<b>8</b>	<b>1</b>
<b>Non-compliant contributor</b>	<b>0</b>

In order to claim the B-BBEE Status Level of Contributor points, bidders must submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof, issued by accredited Verification Agency/s by SANAS or 11.2.3.2 Registered Auditor approved by Independent Regulatory Board of Auditor (IRBA), together with their bids to substantiate their B-BBEE rating claims. The Exempted Micro Enterprise must submit a letter from the Accounting Officer who is appointed in terms of Close Corporation Act.

Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process. They will score points out of 90 for price only and zero (0) points out of 10 for B-BBEE.

Bidders are requested to complete the preference claim form in order to claim preference points. The points scored by a bidder in respect of points indicated above will be added to the points scored for price.

The highest ranked bidder will be awarded the bid. It should be noted also that the Department reserve the right not to appoint any service provider.

A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

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.

**27.1** If indicated “**Not Comply**” in the specifications above reasons/deviations can be stated below:

**TAKE NOTE**

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**DEPARTMENT OF WATER AND SANITATION**

**BID W1046 (WTE)**

**THE SUPPLY AND DELIVERY OF CONCRETE AGGREGATES FOR QAMATA AND NCORA IN THE  
EASTERN CAPE FOR DWS CONSTRUCTION SOUTH**

**SECTION 4: SBD 3.2 – PRICING SCHEDULE**

**CONTENTS**

PREAMBLE TO THE SBD 3.2 – PRICING SCHEDULE

SBD 3.2 – PRICING SCHEDULE

## **PREAMBLE TO THE SBD 3.2 – PRICING SCHEDULE**

### **1. GENERAL**

The SBD 3.2 forms part of the Contract Documents and must be read and priced in conjunction with all the other documents which include the Conditions of Contract and all other Specifications in the bid document.

### **2. QUANTITIES REFLECTED IN THE PRICING SCHEDULE**

The quantities given in the SBD 3.2 can be subject to change. The Department reserves the right to purchase a lesser/higher quantity as indicated in the SBD 3.2

The validity of the contract will in no way be affected by differences between the quantities in the SBD 3.2 and the quantities finally certified for payment.

### **3. PRICING OF THE SCHEDULE**

The rates to be filled in the SDB 3.2 should include all costs. All rates and amounts quoted in the SBD 3.2 shall be in Rand and shall include VAT.

### **4. CORRECTION OF ENTRIES**

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Bidder.



**PRICING SCHEDULE  
(Non-Firm Price)**

**BID W1046 (WTE)**

**PRICING SCHEDULE FOR THE SUPPLY AND DELIVERY OF CONCRETE AGGREGATES FOR QAMATA AND NCORA IN THE EASTERN CAPE FOR DWS CONSTRUCTION SOUTH**

**THIS PRICING SCHEDULE MUST BE COMPETED IN FULL – FAILURE TO COMPLY WILL INVALIDATE YOUR BID**

**NOTE: PRICE ADJUSTMENTS WILL ONLY BE ALLOWED AT THE PERIODS AND TIMES AS SPECIFIED IN THE BIDDING DOCUMENT**

CLOSING TIME 11:00 ON: .....

BID NO.: W 1046(WTE)

NAME OF BIDDER: .....

**OFFER TO BE VALID FOR 120 DAYS FROM CLOSING DATE OF BID**

ITEM	QTY	DESCRIPTION	UNIT PRICE DELIVERED TO SITE IN RSA CURRENCY	BID PRICE IN RSA CURRENCY INCLUSIVE OF **ALL APPLICABLE TAXES EXCL. VAT
		<b>Supply and delivery of material to specification :</b>		
		<b>Qamata</b>		
1.	21000 TON	19 mm Concrete Stone	R.....per ton	R.....
2.	10200 TON	Crusher Dust	R.....per ton	R.....
3.	6800 TON	Concrete Sand	R.....per ton	R.....
		<b>Ncora</b>		
4.	11000 TON	19 mm Concrete Stone	R.....per ton	R.....
5.	5100 TON	Crusher Dust	R.....per ton	R.....
6.	3400 TON	Concrete Sand	R.....per ton	R.....
<b>SUBTOTAL EXCL. VAT</b>				
<b>14% VAT</b>				
<b>TOTAL BID PRICE INCLUDING 14% VAT</b>				R.....

**NOTE: ALL FIELDS ON THIS FORM SHOULD BE COMPLETED IN FULL. IF A FIELD IS NOT APPLICABLE, THE FIELD SHOULD BE INDICATED AS "NOT APPLICABLE".**

**THE DEPARTMENT OF WATER AND SANITATION WILL NOT ENTERTAIN ANY CLAIMS FOR NON-FIRM PRICES INCREASES CLAIMED AT A LATER DATE, UNLESS SUCH NON-FIRM PRICE ADJUSTMENTS ARE CLEARLY MOTIVATED IN THIS FORM.**

- Required by: Construction South
- At (Place of delivery): Qamata and Ncora Sites
- Location (quarry) where product is sourced from: .....
- State distance from source to point of delivery: .....km and .....km
- Delivery basis: To Site
- **Period required for delivery after receipt of order:** .....
- Delivery period: \*FIRM / NOT FIRM
- Is the price firm? \*YES / NO
- If the price is not firm state the escalation formula / period:  
(Please see note above) .....
- Are you a commercial quarry? \*YES / NO
- Name and addresses of the quarry / supplier where the product is sourced from? .....
- Does the item offered comply with any recognised Standards body, e.g. SABS? NOT APPLICABLE
- If so furnish valid certificate to this end NOT APPLICABLE
- Is offer strictly to specification? \* YES / NO
- If not to specification, state deviation(s) .....
- Is all the relevant information filled in, completed in the "Comply / Not Comply" under Section 3 of the bid document \*YES / NO
- Has samples being submitted for testing? \*YES / NO

**\*\*\*"All Applicable Taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund Contributions and skills development levies.**

**NOTE:** All delivery costs must be included in the bid price.  
Failure to complete all the relevant information in SBD 3.2 will render your bid as non-responsive.

Any enquiries regarding bidding procedures may be directed to the –

Department of Water and sanitation  
Supply Chain Management Office  
Private Bag X313, Pretoria, 0001.  
Tel: (012) 336-7418/8988

Or

For technical or site information –

**I. Arendse**  
**Tel. 021 – 867 0163**

## PRICE ADJUSTMENTS

### A. NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

**Where:**

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price.  
**Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc.  
The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price.  
This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....      Index..... Dated.....      Index..... Dated.....  
 Index..... Dated.....      Index..... Dated.....      Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport, material, etc.)	PERCENTAGE OF BID PRICE

**FAILURE TO COMPLETE THE ABOVE WILL RESULT IN NO PRICE INCREASE ON A NON-FIRM PRICE**

**DEPARTMENT OF WATER AND SANITATION**

**BID W1046 (WTE)**

**THE SUPPLY AND DELIVERY OF CONCRETE AGGREGATES FOR QAMATA AND NCORA IN THE EASTERN CAPE FOR DWS CONSTRUCTION SOUTH.**

**SECTION 5: SAMPLE IDENTIFICATION CARD**

**CONTENTS**

SAMPLE IDENTIFICATION CARD

### **SAMPLE IDENTIFICATION CARD**

This Sample Identification Card should accompany the sample submitted to the relevant office as indicated in Paragraph 8 of the Specifications.

The Sample Identification Card should be attached to the bag of the sample. There should also be a copy of this card be put in the sample bag to insure that if the outside Sample Identification Card gets lost, the sample can still be identified.

Failure to adhere to this will invalidate the bid.

### **SAMPLE IDENTIFICATION CARD**

<b>NAME OF BIDDER:</b>	
<b>CONTACT PERSON:</b>	
<b>CONTACT NUMBER:</b>	
<b>BID NUMBER:</b>	
<b>ITEM NUMBER:</b>	
<b>DESCRIPTION / NAME OF PRODUCT:</b>	
<b>TYPE OF MATERIAL / PRODUCT:</b>	
<b>SIZE OF SAMPLE (KG):</b>	
<b>SOURCE OF MATERIAL:</b>	
<b>BIDDER'S SAMPLE NUMBER:</b>	

### **SAMPLE IDENTIFICATION CARD**

<b>NAME OF BIDDER:</b>	
<b>CONTACT PERSON:</b>	
<b>CONTACT NUMBER:</b>	
<b>BID NUMBER:</b>	
<b>ITEM NUMBER:</b>	
<b>DESCRIPTION / NAME OF PRODUCT:</b>	
<b>TYPE OF MATERIAL / PRODUCT:</b>	
<b>SIZE OF SAMPLE (KG):</b>	
<b>SOURCE OF MATERIAL:</b>	
<b>BIDDER'S SAMPLE NUMBER:</b>	

**SAMPLE IDENTIFICATION CARD**

<b>NAME OF BIDDER:</b>	
<b>CONTACT PERSON:</b>	
<b>CONTACT NUMBER:</b>	
<b>BID NUMBER:</b>	
<b>ITEM NUMBER:</b>	
<b>DESCRIPTION / NAME OF PRODUCT:</b>	
<b>TYPE OF MATERIAL / PRODUCT:</b>	
<b>SIZE OF SAMPLE (KG):</b>	
<b>SOURCE OF MATERIAL:</b>	
<b>BIDDER'S SAMPLE NUMBER:</b>	

**SAMPLE IDENTIFICATION CARD**

<b>NAME OF BIDDER:</b>	
<b>CONTACT PERSON:</b>	
<b>CONTACT NUMBER:</b>	
<b>BID NUMBER:</b>	
<b>ITEM NUMBER:</b>	
<b>DESCRIPTION / NAME OF PRODUCT:</b>	
<b>TYPE OF MATERIAL / PRODUCT:</b>	
<b>SIZE OF SAMPLE (KG):</b>	
<b>SOURCE OF MATERIAL:</b>	
<b>BIDDER'S SAMPLE NUMBER:</b>	



**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) /

[makoloig@dwa.gov.za](mailto:makoloig@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 consortia/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	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Company: Public	<input type="checkbox"/>
Company: Private	<input type="checkbox"/>
Sole	<input type="checkbox"/>

Consortium	<input type="checkbox"/>
Foreign Company	<input type="checkbox"/>
Government/Institution/Organ of State	<input type="checkbox"/>
Joint Venture	<input type="checkbox"/>
Other	<input type="checkbox"/>

**Area of Operation**

Municipal Area	<input type="checkbox"/>
Provincial	<input type="checkbox"/>
National	<input type="checkbox"/>

**Official use**

<b>Official use:</b>	
Blacklisted	<input type="checkbox"/>
<b>Reason:</b>	
Expiry Date:	<input type="text"/>

<b>GPS Coordinates:</b>	
Latitude	<input type="text"/>
Longitude	<input type="text"/>

### 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
<b>1</b>	<b>10</b>	<b>20</b>	
<b>2</b>	<b>9</b>	<b>18</b>	
<b>3</b>	<b>8</b>	<b>16</b>	
<b>4</b>	<b>5</b>	<b>12</b>	
<b>5</b>	<b>4</b>	<b>8</b>	
<b>6</b>	<b>3</b>	<b>6</b>	
<b>7</b>	<b>2</b>	<b>4</b>	
<b>8</b>	<b>1</b>	<b>2</b>	
<b>Non-Compliant Contributor</b>	<b>0</b>	<b>0</b>	

**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	
Reference no.	<input type="text"/>
Entity name	<input type="text"/>
	<input type="text"/>
	<input type="text"/>
Entity number	<input type="text"/>
	<input type="text"/>
Remarks	<input type="text"/>
	<input type="text"/>
	<input type="text"/>
Date registered:	<input type="text"/>
Date verified:	<input type="text"/>
Date captured:	<input type="text"/>
Date authorised:	<input 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 type="text"/>
Section B: Company/Personal Details	
Registered Name	<input type="text"/>
Trading Name	<input type="text"/>
*VAT Number	<input type="text"/> *Compulsory where applicable
PERSAL Number	<input type="text"/>
Title	<input type="text"/> Initials <input type="text"/>
First Name	<input type="text"/>
Surname	<input type="text"/>
Section C: Address Detail	
Payment Address	<input type="text"/>
	<input type="text"/>
	<input type="text"/>
	Postal code <input type="text"/>





## ENTITY MAINTENANCE (continuation page)

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

Account Name	<input style="width: 100%;" type="text"/>		
Account Number	<input style="width: 100%;" type="text"/>		
Bank Name	<input style="width: 100%;" type="text"/>		
Branch Name	<input style="width: 100%;" type="text"/>		
Branch Number	<input style="width: 100%;" type="text"/>		
*ID Number	<input style="width: 100%;" type="text"/>		
Passport Number	<input style="width: 100%;" type="text"/>		
**Company Registration Number	<input style="width: 100%;" type="text"/>		
***CC Registration	<input style="width: 100%;" type="text"/>		
****Please Include CC/CK where applicable			
Practise Number	<input style="width: 100%;" type="text"/>		
****Trust Number	<input style="width: 100%;" type="text"/>		

**Account Type**

Cheque Account

Savings Account

Transmission Account

\* Compulsory for individuals

\*\*Compulsory for companies

\*\*\*Compulsory where applicable

IT IS HERBY CONFIRMED THAT THESE DETAILS HAVE BEEN VERIFIED AND IS EXACTLY THE SAME AS ON ONE OF THE FOLLOWING APPLICABLE SCREENS:

- ABSA:** CIF Screen
- FNB:** Hogans System on the CIS4
- STD:** Bank - Look - Up - Screen
- Nedbank:** Banking Platform under the Client Details Tab

Contact Number

**BANK STAMP**

Signature of Bank Official	Print Name
----------------------------	------------

Date (dd/mm/yyyy)

### Section E: Contact Details of Supplier

Telephone	<input style="width: 80%;" type="text"/>
Fax	<input style="width: 80%;" type="text"/>
Mobile (Cell no.)	<input style="width: 80%;" type="text"/>
E-mail Address	<input style="width: 80%;" type="text"/>
Contact Person	<input style="width: 80%;" 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 style="width: 80%;" type="text"/>
Telephone	<input style="width: 80%;" type="text"/>
Fax	<input style="width: 80%;" type="text"/>
E-mail Address	<input style="width: 80%;" type="text"/>

**OFFICIAL STAMP**

Signature of DWS Official	Print Name
---------------------------	------------

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:

sAvS 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  Department  Partnership  
 Company  Trust  
 CC  Other (Specify)

# VENDOR MASTER MAINTENANCE (CONTINUATION PAGE) PAGE 2 OF 2

## Section F Vendor's Bank Details

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.

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 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)

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

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

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

		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: center;">d</td> <td style="width: 15%; text-align: center;">d</td> <td style="width: 15%; text-align: center;">m</td> <td style="width: 15%; text-align: center;">m</td> <td style="width: 15%; text-align: center;">y</td> <td style="width: 15%; text-align: center;">y</td> </tr> </table>	d	d	m	m	y	y
d	d	m	m	y	y			
Initials and Surname of Vendor	Authorised Signature of Vendor							

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

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

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

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



## 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			
<b>Captured by:</b>		<b>Date:</b>	
<b>Status:</b>	Approved	Declined	Awaiting Approval
<b>Done VAT Checked</b>	Yes / No	<b>Reason if "No":</b>	
<b>Summary Report</b>	Yes / No	<b>Reason if "No":</b>	

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.**