



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

**DUE AT 11:00 ON**

**23 NOVEMBER 2015**

**(CLOSING DATE)**

**BID W1064 (WTE)**

**THE SUPPLY OF DRILLING AND BLASTING SERVICES FOR A PERIOD OF 36  
MONTHS FOR CONSTRUCTION WEST IN ALL PROVINCES**

**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  
173 FRANCIS BAARD STREET  
PRETORIA, 0002**

**Compulsory Briefing Session**

**Date: 9 November 2015**

**Time: 11:00am**

**Venue: 126 Chris Hani Street, Construction West Boardroom, Potchefstroom**

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

**COMPILED BY: CHIEF DIRECTORATE CONSTRUCTION MANAGEMENT**

**DEPARTMENT OF WATER AND SANITATION**

**BID W 1064 (WTE)**

**THE SUPPLY OF DRILLING AND BLASTING SERVICES FOR 36 MONTHS FOR CONSTRUCTION WEST  
IN ALL PROVINCES**

**CONTENTS**

INVITATION TO BID (SBD 1)

SECTION 1: LEGALITIES

SECTION 2: CONDITIONS OF CONTRACT

SECTION 3: SPECIFICATIONS

SECTION 4: PRICING SCHEDULE

### 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 ZwaMadakaBuilding

OR

DEPOSITED IN THE BID BOX SITUATED AT 173 FRANCIS BAARD STREET, ZWAMADAKABUILDING, 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  
[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER .....

DATE .....

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

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

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

**Department:** Water and Sanitation

**Contact Person:** Mr Nicodemus Sekgothe

**Tel:** (012) 366 3182/7066/8364/7432

**Fax:** (012) 325 6963

**E-mail address:** [DiraneJ@dws.gov.za](mailto:DiraneJ@dws.gov.za) / [HlazoT@dws.gov.za](mailto:HlazoT@dws.gov.za) / [PlaatjieT@dws.gov.za](mailto:PlaatjieT@dws.gov.za) / [NdamaseA@dws.gov.za](mailto:NdamaseA@dws.gov.za)

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

**Contact Person:** Mr D. du Plessis

**Cell:** 082 940 7516 (During office hours)

**E-mail address:** [DuPlessisD@dws.gov.za](mailto:DuPlessisD@dws.gov.za)

# DEPARTMENT OF WATER AND SANITATION

## BID W 1064 (WTE)

### THE SUPPLY OF DRILLING AND BLASTING SERVICES FOR 36 MONTHS FOR CONSTRUCTION WEST IN ALL PROVINCES

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

##### **CONTENTS**

1. Instructions to Bidders
2. Tax Clearance Requirements (SBD 2)
3. Declaration of Interest (SBD 4)
4. Declaration of Bidders Past Supply Chain Management Practices (SBD 8)
5. Preference Points Claim in terms of the Preferential Procurement Regulation, 2011 (SBD 6.1)
6. Instructions to Bidders: Purchases (ANNEXURE 7)
7. Certificate of Independent Bid Determination (SBD 9)
8. Vendor Master Form (SAP)
9. Original and valid Tax Clearance Certificate.
10. Technical documentation of proposed equipment

# DEPARTMENT OF WATER AND SANITATION

## BID W 1064 (WTE)

### THE SUPPLY OF DRILLING AND BLASTING SERVICES FOR 36 MONTHS FOR CONSTRUCTION WEST IN ALL PROVINCES

#### 1. INSTRUCTIONS TO BIDDERS

##### CONTENTS

1. Issuing of documents
2. Queries with respect to this bid
3. Completion of Bids
4. Submission of Bids
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 complete set of bid documents are issued to a prospective Bidder. These documents are obtainable from:

Supply Chain Office  
EntranceEmanziniBuilding  
173Francis Baard Street  
PRETORIA  
0002

Tel.: 012-336-7418 or 336 6897 / 6976

- (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. **Dirk du Plessis**, telephone 082 940 7516 or may be directed in writing to: The Director: Construction Equipment, Department of Water & Sanitation, Private Bag X313, 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 annexures 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 W1064 (WTE) FOR THE SUPPLY OF DRILLING AND BLASTING SERVICES FOR 36 MONTHS FOR CONSTRUCTION WEST IN ALL PROVINCES"

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 W1064 (WTE) FOR THE SUPPLY OF DRILLING AND BLASTING SERVICES FOR 36 MONTHS FOR CONSTRUCTION WEST IN ALL PROVINCES"

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 W1064 (WTE) FOR THE SUPPLY OF DRILLING AND BLASTING SERVICES FOR 36 MONTHS FOR CONSTRUCTION WEST IN ALL PROVINCES"

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 Emanzini Building 173 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 notarially certified copy of the original document under which such joint venture was constituted which must define precisely inter alia the conditions under which the joint venture will function, its period of duration and the participation of the several constituent persons and/or companies and/or firms.
- (b) A certificate signed by or on behalf of each participating person and/or company and/or firm 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 DEPARTMENTS 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 Bidder in terms of the contract will be done by means of Electronic Fund Transfer.

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

#### **14. EVALUATION CRITERIA**

##### **14.1 Phase 1: Administrative Compliance**

Only bidders that have passed phase 1 of the evaluation shall be considered for phase 2 of the evaluation process. It's compulsory that all bidders comply with the administration requirements of this bid. 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. The compulsory documents that must be completed and/or attached to the bid include;

- 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 certified) and certified copies of Identities of all Directors
- 3) Company must be registered for UIF. A letter issued out for bidding purposes from the Department of Labour would be considered.
- 4) Submit a current (may not be older than twelve (12) months) letter of good standing with the COID with the bid documents. A letter issued out for bidding purposes from the Department of Labour would be considered.
- 5) 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 3.1 shall be taken as the correct price.
- 6) CIDB grading of at least 5 SE
- 7) Attendance of compulsory briefing session

##### **14.2 Phase 2: Technical Evaluation and Specification Compliance**

Only bidders that have passed phase 2 shall be considered for phase 3 of the evaluation process. All of the technical items listed below must be complied with to enable the bidder to pass through to the next phase.

- 1) Standard Specifications as set out under Section 3: Specifications and the compliance thereof
- 2) 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

### **14.3 Phase 3: Evaluation of Price and Preference Points Claimed**

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.

## TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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



### Application for a Tax Clearance Certificate

**Purpose**

Select the applicable option

Tenders

Good standing

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

[Empty text box for purpose of application]

**Particulars of applicant**

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

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:**

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



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

"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

Name of person/director/trustee shareholder/member:

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

Position occupied in the state institution:

Any other particulars:

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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:

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

YES

NO

2.8.1 If so, furnish particulars:

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

YES

NO

2.9.1 If so, furnish particulars

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

YES

NO

2.10.1 If so, furnish particulars.

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

YES

NO

2.11.1 If so, furnish particulars:

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

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

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

### 1. GENERAL CONDITIONS

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

- the 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 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
1.3.1.1 PRICE	90
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

### 2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or

bequeathed to a trustee to administer such property for the benefit of another person; and

- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

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

### 4. POINTS AWARDED FOR PRICE

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

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

**90/10**

$$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- $P_s$  = Points scored for comparative price of bid under consideration
- $P_t$  = Comparative price of bid under consideration
- $P_{\min}$  = Comparative price of lowest acceptable bid

### 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. ....

.....  
**SIGNATURE(S) OF BIDDER(S)**  
 .....

2. ....

DATE:.....  
 ADDRESS:.....  
 .....  
 .....



**water & sanitation**

Department:  
Water and Sanitation  
REPUBLIC OF SOUTH AFRICA

SBD 8

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

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

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

The bid of any bidder may be disregarded if that bidder, or any of its directors have-  
abused the institution's supply chain management system;  
committed fraud or any other improper conduct in relation to such system; or  
failed to perform on any previous contract.

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

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



4.2.1	If so, furnish particulars: <hr/> <hr/>		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars: <hr/> <hr/>		
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: <hr/> <hr/>		

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



## **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.

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<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

---

Signature

---

Date

---

Position

---

Name of Bidder

**DEPARTMENT OF WATER AND SANITATION**

**BID W 1064 (WTE)**

**THE SUPPLY OF DRILLING AND BLASTING SERVICES FOR 36 MONTHS FOR CONSTRUCTION WEST  
IN ALL PROVINCES**

**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 and 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. <b>The Department of Water Affairs will not entertain any claims for non-firm price increases claimed at a later stage, unless such non-firm price adjustments are clearly motivated. No exception will be made in this regard.</b> | <b>COMPLY / NOT COMPLY</b> |
| 6. The evaluation Committee will be following a phased approach during the evaluation.   |                            |

#### Phase 1

#### **Administrative Compliance:**

Only bidders that have passed phase 1 of the evaluation shall be considered for phase 2 of the evaluation process. It's compulsory that all bidders comply with the administration requirements of this bid. 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. The compulsory documents that must be completed and/or attached to the bid include;

- 1) An original and valid tax clearance certificate.
- 2) Company registration certificate (original or certified copy) Attach CIPRO/CIPC documents (original or certified) and certified copies of Identities of all Directors
- 3) Company must be registered for UIF. A letter issued out for bidding purposes from the Department of Labour would be considered.
- 4) Submit a current (may not be older than twelve (12) months) letter of good standing with the COID with the bid documents. A letter issued out for bidding purposes from the Department of Labour would be considered.
- 5) 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 3.1 shall be taken as the correct price.)
- 6) CIDB grading of at least **5SE**
- 7) Attendance of compulsory briefing session

**TAKE NOTE**

## Phase 2

### 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 3 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 3

### Evaluation of price and preference points claimed:

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.

**TAKE NOTE**

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.

7. 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**



**DEPARTMENT OF WATER AND SANITATION**

**BID W 1064 (WTE)**

**THE SUPPLY OF DRILLING AND BLASTING SERVICES FOR 36 MONTHS FOR CONSTRUCTION WEST  
IN ALL PROVINCES**

**SECTION 3:            SPECIFICATIONS**

**CONTENTS**

1. Conditions
2. Service
3. Standard Specifications
4. Samples
5. Project Specifications
6. Payment
7. Road Conditions and Distance
8. Bidders vehicles
9. Cost
10. Delivery
11. Delivery Period
12. Penalty for late delivery
13. Bid price and delivery periods
14. Preference

## SPECIFICATION

(\*Indicate which is applicable)

- 1. CONDITIONS**

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

Comply / Not Comply
  
- 2. SERVICE**

The service to be rendered is the supply of the following:

**Drilling and Blasting Services In all Provinces of South Africa for Construction West Unit.**

Comply / Not Comply

All as more fully specified hereunder.

**Note: The Department reserves the right to purchase only one or more of the services required.**
  
- 3. SCOPE OF WORK**

The service to be rendered will be the drilling and blasting of Hard Rock Material in bulk or in pipe trenches for pipe lines or any other underground service. The Contractor (Supplier) must ensure that they meet all the required standards that may have reference to blasting within these areas.

**Minimum drilling and blasting depth will be entertained by the Department up to 600mm deep.**

Trench width will differ to the site's requirements.

Comply / Not Comply
  
- 4. GENERAL**

The unit of measurement shall be in m<sup>3</sup> as verified by a detailed survey.

The tendered rate shall include full compensation for drilling and blasting the holes and for all other expenses in connection with the provision, storage, transportation and use of explosives.

The blaster should conduct all blasting operations in a skill full manner so as not to cause injuries, damage property, adversely affect traffic, or cause the migration/accumulation of noxious gases.

During a blast, ground vibration and overpressure are experienced and dependant on the magnitude thereof it could result in damage to structures in close proximity of the blast. Most modern blasting seismographs will display the vibration data in terms of the USBM limiting criterion. In general, at lower frequencies, the ground vibration should not exceed 12,7 mm/s, but at higher frequencies, the limit can increase to 50 mm/s. Generally, the ground vibration should not be allowed to exceed 12,7 mm/s at any structure in order to limit the risk of cosmetic or more serious damage.
  
- 5. Responsibilities of the Contractor (Supplier)**

The Blaster should inspect any free rock faces for irregularities and geologic conditions that may affect the blast and adjust the drill hole locations accordingly.

Comply / Not Comply

Drillers notes and logs should be kept and used by the blaster to make adjustments to explosives loading to account for geological conditions and borehole deviations.

Comply / Not Comply

<p>The contractor should ensure that fly rock will be controlled by using blasting mats and/or soil cover to retain the exploded rock. <b>The Department shall be responsible for the supplying and placing of cover material and the removal of the cover material.</b> The contractor should ensure that all personnel are outside the blasting area where fly rock can be expected.</p>	Comply / Not Comply
<p>The contractor will be responsible for the brooming / sweeping of rock surfaces if required by him/her, prior to drilling.</p>	Comply / Not Comply
<p>The contractor will be responsible for the protection of drilled holes prior to charging and blasting.</p>	Comply / Not Comply
<p><b>6. Contractor to Comply to the following.</b></p>	
<p>Controlled Vibration to avoid damages to above/surrounding structures.</p>	Comply / Not Comply
<p>Primarily trench blasting can displace rock and damage adjacent pavement and underground utilities.</p>	Comply / Not Comply
<p>The contractor must ensure that the noxious gasses generated during blasting does not affect the health and safety of the resident individuals.</p>	Comply / Not Comply
<p>The contractor is responsible for checking the shot immediately after the blast for misfired holes, and if discovered, re-detonating the loaded holes.</p>	Comply / Not Comply
<p>No drilling shall be permitted until all misfired holes have been addressed.</p>	Comply / Not Comply
<p>All comebacks on blasting where the contractor is at fault, the contractor will carry all cost involved for a re-blast.</p>	Comply / Not Comply
<p>Provide method statement for all blasting activities prior to the commencement of the project.</p>	Comply / Not Comply
<p><b>7. Plant, Labour and Materials</b></p>	
<p>The contractor will be responsible for:</p>	
<p>Transportation of all their personnel to and from site on a daily basis.</p>	Comply / Not Comply
<p>The contractor will be responsible to supply all the required accommodation needed for their staff for the duration of the contract and should be included in the unit rate charged for the blasting.</p>	Comply / Not Comply
<p>The contractor will be responsible for the movement of their plant to and from site on a daily basis.</p>	Comply / Not Comply
<p>The contractor will be responsible for the supply of diesel for all plant items used on a daily basis</p>	Comply / Not Comply
<p><b>8. Occupational Health and Safety</b></p>	
<p>The contractor will be responsible for providing a complete Health and Safety file prior to the commencement of any work.</p>	Comply / Not Comply
<p>All Contractors vehicles on site must have warning alarm devices fitted.</p>	Comply / Not Comply
<p>The contractor will ensure that all his/her employees have the required PPE for the duration of the contract.</p>	Comply / Not Comply
<p>The contractor will be responsible to provide a medical fitness certificate of all his/her employees prior to the commencement of the work, should they not have the contractor will be responsible to carry all cost involved for obtaining the required certificate.</p>	Comply / Not Comply

**9. ROAD CONDITIONS AND DISTANCE**

Road conditions for all Provinces are not known and will differ from site to site depending on where blasting is required.

Comply / Not Comply

**BIDDER'S VEHICLES**

10. 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 materials.

Comply / Not Comply

**COSTS**

11. 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.

Comply / Not Comply

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

12. 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.

Comply / Not Comply

**DELIVERY**

13. Delivery will be subjected to the date of which orders are placed where after a 1 week lead time will be allowed.

Comply / Not Comply

Delivery address is:

All Provinces in South Africa

Comply / Not Comply

**All delivery costs shall be included in the bid price.**

Comply / Not Comply

14. Non-Firm delivery periods are required.

Comply / Not Comply

**PENALTY FOR LATE DELIVERY**

15. 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 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 to claim any damages or loss suffered in lieu of such 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.

Comply / Not Comply

**BID PRICE AND DELIVERY PERIODS**

16. All-inclusive bid prices are required. **Non-firm bid prices and delivery periods are preferred.** The following considerations shall apply in evaluating bidders with differing price and delivery conditions:

Comply / Not Comply

- 16.1 Bidder may NOT submit firm prices.

Comply / Not Comply

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

(a) VAT,

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

Comply / Not Comply

- 16.1.2 "Non-firm" prices are all prices other than "firm" prices as stipulated in paragraph 12.1.1.

Comply / Not Comply

16.1.3	Exchange rate fluctuations.	Comply / Not Comply
16.2	Bidders are compensated for actual, proven additional expenses in connection with exchange rate fluctuations provided that the relevant exchange rate used for the calculation of the bid price as well as the amount, which must be sent aboard, are indicated in the bid. Where applicable, any advantage due to a more profitable exchange rate must be passed on the State by the Bidder.	Comply / Not Comply
16.2.1	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.	Comply / Not Comply
16.3	When calculating comparative prices, non-firm prices may be loaded.	Comply / Not Comply
16.4	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.	Comply / Not Comply
16.5	Expressions such as "soonest" or "earliest" or delivery periods which are unspecified are not acceptable.	Comply / Not Comply
<b>PREFERENCE</b>		
17.	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.	Comply / Not Comply
<b>TECHNICAL INFORMATION</b>		
18.	Bidders are required to submit FULL technical information in the form of manufacturer's brochures with offers. <b>Failure to do so will invalidate the bid.</b>	Comply / Not Comply
19.	<b>RATE OF EXCHANGE VARIATIONS</b>	
	Paragraph 4.B.1 of SDB 3.1 applies. All details shall be provided as required in the table. If Bidders do not intend to claim for possible rate of exchange variations, this shall be explicitly be stated in the table in paragraph 4.B.1. Bids submitted with this table incomplete or left blank will be disqualified.	Comply / Not Comply
	Please note that paragraph 4.B.2 is intended for period contract and does not apply to this bid.	Comply / Not Comply
	Failure to complete the "Comply / Not Comply" column in the specification will result in the bid being disqualified as non-responsive.	Comply / Not Comply
20.	If stated "Not Comply" reasons must be given for not comply with the specifications.	Comply / Not Comply

**DEPARTMENT OF WATER AND SANITATION**

**BID W 1064 (WTE)**

**THE SUPPLY OF DRILLING AND BLASTING SERVICES FOR 36 MONTHS FOR CONSTRUCTION WEST  
IN ALL PROVINCES**

**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 only purchase one product per item or one item.

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. If any confusion exist with the pricing between SBD 1 and SBD 3.2, then SBD 3.2 shall be taken by the Department as the correct price.

### **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 Prices)**

**BID W 1064 (WTE)**

**PRICING SCHEDULE FOR THE SUPPLY OF DRILLING AND BLASTING SERVICES FOR 36 MONTHS FOR CONSTRUCTION WEST IN ALL PROVINCES**

**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.: W1064 (WTE)**

**NAME OF BIDDER: .....**

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

ITEM NO.	UNIT	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF **ALL APPLICABLE TAXES and VAT
1	Sum	Site Establishment for trench blasting	R.....
2	Km	Travelling to site for trench blasting	R.....
3	m³	Trench Blasting	R.....
4	Sum	Site De-establishment for trench blasting	R.....
5	Km	Travelling from site for trench blasting	R.....
6	Sum	Site Establishment for Bulk blasting	R.....
7	Km	Travelling to site for Bulk blasting	R.....
8	m³	Bulk Blasting	R.....
9	Sum	Site De-establishment for Bulk blasting	R.....
10	Km	Travelling from site for Bulk blasting	R.....
<b>TOTAL BID PRICE(ALL COSTS INCLUSIVE)</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 AFFAIRS 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 West
- At (Place of delivery – see specification, scope for details) All Provinces in South Africa
- Delivery basis. See note hereunder All provinces in South Africa
- **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) .....
- Does the item offered comply with any recognise  
Standards body, e.g. SABS? \* YES / NO
- If so furnish valid certificate to this end \*ATTACHED / NOT ATTACHED
- 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

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

**NOTE:** All delivery and/or railage costs must be included in the bid price.

Any enquiries regarding bidding procedures may be directed to the –

Department of Water & Sanitation  
Supply Chain Management Office  
Private Bag X313, Pretoria, 0001.  
Tel: (012) 336-7695/7418/8988

**Or**

for technical or site information –

Dirk du Plessis

Tel: 082 940 7516

## 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 etc.)	PERCENTAGE OF BID PRICE

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

**B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted aboard.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

Pricing Schedule: Purchases (Non-firm prices)  
(SBD 3.2)

November 2011



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

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

**July 2010**

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

### **NOTES**

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

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

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

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

## **TABLE OF CLAUSES**

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

# General Conditions of Contract

## 1 Definitions

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

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

## **2 Application**

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

## **3 General**

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



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

**8 Inspections, tests and analyses**

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

**9 Packing**

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

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

**15 Warranty**

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

**16 Payment**

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

**17 Prices**

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

**18 Contract amendments**

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

**19 Assignment**

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

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

## **23 Termination for default**

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

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

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



- 33 National Industrial Participation (NIP) Programme**
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.

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



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

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

**July 2010**

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

### **NOTES**

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

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

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

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

## **TABLE OF CLAUSES**

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

# General Conditions of Contract

## 1 Definitions

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

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

## 2 Application

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

## 3 General

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

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

**8 Inspections, tests and analyses**

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

**9 Packing**

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



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

**15 Warranty**

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

**16 Payment**

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

**17 Prices**

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

**18 Contract amendments**

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

**19 Assignment**

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

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

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

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

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

- 33 National Industrial Participation (NIP) Programme**
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.

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



**water & sanitation**

Department:  
Water and Sanitation  
REPUBLIC OF SOUTH AFRICA

**APPLICATION FORM**

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

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

**DEPARTMENT OF WATER AND SANITATION  
DATABASE**

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

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

ZWAMADAKA BUILDING  
157 SCHOEMAN STREET  
PRETORIA  
0002

Private Bag X313  
PRETORIA  
0001

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

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

**DIRECT ENQUIRIES TO THE DATABASE HELPDESK**

Siphiwe Nxumalo / Gustavis Makoloi

Mahapa Solly/Maboya Selby

Tel: (012)336 6808 / 336 7461

Tel: (012)336 8017 / 336 6912

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

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

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

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



## ► POINTS TO REMEMBER ◀

### DEPARTMENT OF WATER AND SANITATION (DWS)

- **Mandatory field** - Certain fields and documents are mandatory to certain business type only. Please ensure that all fields mandatory to your business type, which are marked as "Mandatory Field", have been completed, and if a field is not applicable to your business type clearly mark it an N/A.
- **Required Documentation** - please refers to the attached table (following page) to determine the mandatory supporting documentation required by you business type. Please ensure that all copies of Mandatory documents (certified copies, where applicable) are attached.
- **Completion of Questions** - Clearly state YES, NO or N/A to questions asked. Do not leave any Mandatory field blank.
- **Certified Documents** - Please ensures that a commissioner of oaths has certified your company registration document. Proof of shareholding certificated. The stamp of certification should be on the front of the document.
- **Copies of documents** - please keep copies of the registration form and all supporting documentation submitted for your own records and ensure that all data is maintained and up to date on a continual basis.
- **Owners, shareholders and partners** - please ensure that the percentages of ownership amount to 100% and that every field is completed for each of the business owners.
- **Certification of correctness** - please ensures that the certifications of correctness is signed and date once all required documents and information have been submitted.
- **Collection points** - completed registration forms and supporting documentation can be delivered to the address on the registration form.
- **Processing of registration** - your completed registration will be processed, and once verified will be approved and you will be issued with a supplier database registration code to be used in all future communication with all of the above role players. This letter of verification be dispatched to the correspondence details supplied. Please note that this administration process will take a minimum of 5 days. Once you registration has been included on the DWS your details will be accessible to the procurement department of DWS.
- **Business Opportunities** - please note that registration on the DWS Database does not guarantee business opportunities
- **Amendment** - please notifies the DWS Database Helpdesk immediately of any changed to the verified information submitted.
- **Queries** - should you have any queries if you require assistance completing the registration form, please contact DWS Database Helpdesk on 012 336 6808 or 7461.
- If a company has more than one office, each office must fill in a separate form, unless the point of transaction is centralized in the company's head office.
- Please note that the key facilities in the database are classified, as commodities and each potential vendor must indicate the commodity/ commodities in which it would like to register for RFQ's.
- The main objective of this process is to enhance transparency and equality on the part of the Department and to facilitate effective communication with its vendors.
- Application must be delivered by hand and must be fully completed with all the relevant documentation attached.
- Please note that inclusion of the name in database does not in any way guarantee any persons, company, service provider vendor, etc. any business from DWS. All procurement will be subjected to the Procurement Policy of the Department of Water and Sanitation.
- It's a condition of bidding that a vendor's taxes must be in order, or satisfactory arrangement must have been made with the Receiver of Revenue to meet His/ her tax obligation. In bids where 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	
Partnership	
Company: Public	
Company: Private	
Sole	

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

**Area of Operation**

Municipal Area	
Provincial	
National	

**Official use**

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

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

**Primary contacts**

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

**SHAREHOLDERS' DETAILS**

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

\*Indicate YES or NO

**BEE STATUS OF CONTRIBUTION**

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

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

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

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

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

(According to SMME table above) Compulsory)

Micro	
Very Small	
Small	
Medium	
Large	

Locality (Choose one) Mark X	
Rural Area	
Urban Area	



## CONFLICT OF INTEREST: Declaration - SBD 4

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

Name of person/director/shareholder/member

Name of institution to which the person is connected

Name of state institution to which the person is connected

Position occupied in the state institution

Any other particulars


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

If "YES", furnish particulars:

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

If "YES", furnish particulars:

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

If "Yes", furnish particulars:

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

If "Yes", furnish particulars:

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

If "Yes", furnish particulars:

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

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

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

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

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

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

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

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

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

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

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

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

**BY ORDER: SUPPLY CHAIN MANAGEMENT**





## ENTITY MAINTENANCE

HEAD OFFICE USE ONLY

Reference no.

Registered

Entity name

Date registered:

Validated

Date verified:

Entity number

Captured

Remarks

Date captured:

Authorised

Date authorised:

**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)

New Supplier Information

Update Supplier Information

Supplier Type:  Individual  
 Company  
 CC

Govt. Department  
 Trust  
 Other (Specify)

Section B: Company/Personal Details

Registered Name

Trading Name

\*VAT Number

\*Compulsory where applicable

PERSAL Number

Title

Initials

First Name

Surname

Section C: Address Detail

Payment Address

Postal code



## 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"/>	Account Type
Bank Name	<input style="width: 100%;" type="text"/>	<input type="checkbox"/> Cheque Account
Branch Name	<input style="width: 100%;" type="text"/>	<input type="checkbox"/> Savings Account
Branch Number	<input style="width: 100%;" type="text"/>	<input type="checkbox"/> Transmission Account
*ID Number	<input style="width: 100%;" type="text"/>	* Compulsory for individuals
Passport Number	<input style="width: 100%;" type="text"/>	
**Company Registration Number	<input style="width: 100%;" type="text"/>	**Compulsory for companies
***CC Registration	<input style="width: 100%;" type="text"/>	***Compulsory where applicable
***Please include CC/CK where applicable		
Practise Number	<input style="width: 100%;" type="text"/>	
***Trust Number	<input style="width: 100%;" type="text"/>	

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

<b>ABSA:</b>	CIF Screen
<b>FNB:</b>	Hogans System on the CIS4
<b>STD:</b>	Bank - Look - Up - Screen
<b>Nedbank:</b>	Banking Platform under the Client Details Tab
Contact Number	( <input style="width: 100%;" type="text"/> )
Signature of Bank Official	Print Name

BANK STAMP

d d / m m / y y y y

Date (dd/mm/yyyy)

### Section E: Contact Details of Supplier

Telephone	<input style="width: 100%;" type="text"/>
Fax	<input style="width: 100%;" type="text"/>
Mobile (Cell no.)	<input style="width: 100%;" type="text"/>
E-mail Address	<input style="width: 100%;" type="text"/>
Contact Person	<input style="width: 100%;" type="text"/>
Signature of Supplier	Print Name

d d / m m / y y y y

Date (dd/mm/yyyy)

### Section F: Contact Details of DWS Office (For official use only - officials with signing authority only)

Office	<input style="width: 100%;" type="text"/>
Telephone	<input style="width: 100%;" type="text"/>
Fax	<input style="width: 100%;" type="text"/>
E-mail Address	<input style="width: 100%;" type="text"/>
Signature of DWS Official	Print Name

OFFICIAL STAMP

d d / m m / y y y y

Date (dd/mm/yyyy)



# VENDOR MASTER MAINTENANCE (Continuation page)

## SECTION F: Vendor's Bank Details

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

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

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

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

Please ensure the information is validate as per required bank screens

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

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

Initials and Surname of Vendor

Authorised Signature of Vendor

d	d	m	m	y	y

Registered name of Account Holder

Bank Name

Branch Name

Branch Code

Account Number

\*ID Number  \*Compulsory for individuals

Passport Number

\*\*Company Registration Number  \*\*Compulsory for Companies

\*\*\*CC/CK Registration Number  \*\*\*Compulsory where applicable

Practice Number

DATE STAMP OF BANK  
CERTIFIED AS CORRECT

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

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

Bank Branch and Town/City where information has been verified

d	d	m	m	y	y

Signature (Bank Official) who verified information

Telephone Number of Bank who verified information

## 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	Reason if "No":	
<b>Summary Report</b>	Yes / No	Reason if "No":	

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

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

Entertainment and Theatre Drama services	Office Equipment	
Environmental Impact Assessment	Office Refurbishment	
Event Equipment Hire	Outboard motor fuel and Lubricants	
Event Management	Outboard Motors & Servicing	
Fire Fighting equipment / Services	Performing Arts	
Florist & Interior Deco Services	Pest Control Services	
Photographic services	Team Building & Strategic Planning	
Plumbing works	Tracing Agents	
Policy and Strategy Development	Trailers / Equipment and Services	
Printing Services	Training and Development	
Proficiency Testing Scheme	Translation services	
Project Management and Development	Transport & Rental Service	
Protective Clothing and & Equipment	Travel and Accommodation Services	
Removal of Laboratory waste	Uniform Supplies	
Safety checks of Equipments	Water cooler bottle supply	
Sanitary & Hygiene Services	Water purification	
Screening / Medical testing of Laboratory personnel	Water Resource studies	
Security Service	Water re—use management	
Security Systems and Equipment	Water rights investigation	
SMME Development	Water service development plan support	
Social Impact assessment	Water tank supply	
Stationery	Water use analysis	
Supply & Delivery of Journals/Magazines	Workshop Machinery & Equipments	
Supply and delivery of Library books		
Supply and Delivery of newspapers		
Survey Equipment/Instruments & Service		
Construction Equipment	Cementitious material (e.g mater 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.**