



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF WATER AND SANITATION REPUBLIC OF SOUTH AFRICA

DUE AT	11:00
CLOSING DATE	15 OCTOBER 2015
BID NUMBER	WQ5763WTE
DESCRIPTION: SALE OF CONSTRUCTION EQUIPMENT AT TZANEEN FOR CONSTRUCTION	
COMPULSORY BRIEFING SESSION : 01 OCTOBER 2015 AT 11:00 , DEPARTMENT OF WATER AND	
SANITATION, NORTHERN OPERATIONS , TZANEEN DAM	
SUBMIT TENDER DOCUMENT TO	
POSTAL ADDRESS: Director-General Water and Sanitation Private Bag X313 PRETORIA, 0001	TO BE DEPOSIT IN: The Tender Box at the entrance of Zwamadaka Building 157 Francis Baard Street (Formerly Schoeman Street) PRETORIA, 0002

TENDERER: (Company address and stamp)

COMPILED BY: DEPARTMENT OF WATER AND SANITATION

DEPARTMENT OF WATER AND SANITATION

BID WQ 5763 (WTE)

**THE DISPOSAL SALE OF CONSTRUCTION EQUIPMENT AT TZANEEN FOR DIRECTORATE
CONSTRUCTION**

CONTENTS

INVITATION TO BID (SBD 1)

SECTION 1: LEGALITIES

SECTION 2: CONDITIONS OF CONTRACT

SECTION 3: BID INFORMATION

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 ZwaMadaka Building

OR

DEPOSITED IN THE BID BOX SITUATED AT 157 FRANCIS BAARD STREET, ZWAMADAKA BUILDING, PRETORIA, 0001

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

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

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

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

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

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

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO
HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR
A REGISTERED AUDITOR
[TICK APPLICABLE BOX]

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? YES or NO
PROOF] [IF YES ENCLOSE

SIGNATURE OF BIDDER.....

DATE.....

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

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

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Water and Sanitation

Contact Person: Ms. Julia Dirane

Tel: (012) 366 7780

Fax: (012) 325 6963

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

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr. E. Kriek

Tel: (012) 336 8448

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

DEPARTMENT OF WATER AND SANITATION

BID WQ 5763 (WTE)

**THE DISPOSAL SALE OF CONSTRUCTION EQUIPMENT AT TZANEEN FOR DIRECTORATE
CONSTRUCTION**

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. Telegraphic bids
9. The Department's right to decline any bid
10. Department is not liable for bidder's expenses
11. Rejection of bids
12. Results of bids
13. Compulsory Briefing Session
14. Evaluation Criteria

INSTRUCTIONS TO BIDDERS

1. ISSUING OF DOCUMENTS

- (a) Two complete sets of bid documents are issued to a prospective Bidder. These documents are obtainable from:

Supply Chain Office
173 Francis Baard Street
Emanzini Building, G18
PRETORIA
0002

Tel.: (012) 336 7418 or (012) 336 8988

- (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. E Kriek, telephone (012) 336 8448 or Mr. Thinus Rademan, telephone (015)-307-8600, cell phone 082-807-6620 or may be directed in writing to: The Director: Construction Equipment Support, Department of Water and 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.
- (d) The bid documents shall not be separated in any way nor must any pages be detached from the original documents.

4. SUBMISSION OF BIDS

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

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

"ORIGINAL BID FOR BID WQ 5763 (WTE): "FOR THE DISPOSAL SALE OF CONSTRUCTION EQUIPMENT AT TZANEEN FOR DIRECTORATE CONSTRUCTION" and the name of the Bidder shall be clearly shown.

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

"DUPLICATE OF ORIGINAL BID FOR BID WQ XXXX (WTE): FOR THE DISPOSAL SALE OF CONSTRUCTION EQUIPMENT AT TZANEEN FOR DIRECTORATE CONSTRUCTION" and the name of the Bidder shall be clearly shown.

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

"ORIGINAL BID FOR BID WQ 5763 (WTE): FOR THE DISPOSAL SALE OF CONSTRUCTION EQUIPMENT AT TZANEEN FOR DIRECTORATE CONSTRUCTION"

and the name of the Bidder shall be clearly shown.

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

5. SIGNATURE ON BIDS

The Bid, if by an individual, must be signed by that individual or by someone on his behalf duly authorised thereto and proof of such authority must be produced.

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. TELEGRAPHIC BIDS

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

9. THE DEPARTMENT'S RIGHT TO DECLINE ANY BID

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

10. DEPARTMENT NOT LIABLE FOR BIDDER'S EXPENSES

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

11. REJECTION OF BID

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

12. 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.

13. BRIEFING SESSION (COMPULSORY)

A compulsory briefing session will be held at the location where the equipment is stored for disposal. Attendance is recommended to enable bidders to familiarize themselves with the current condition of the available equipment. Potential bidders will also be briefed on the administrative requirements related to the completion and submission of the bid document.

13.1 BRIEFING SESSION DETAILS FOR LOT 1 TO 16, TO BE HELD AT DEPARTMENT OF WATER AND SANITATION, TZANEEN

Location/Venue: Voortrekker Road, Tzaneen Dam, Tzaneen

Date:

Time:

14. EVALUATION CRITERIA

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

Phase 1

Administrative Compliance:

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

- (a) An original and valid tax clearance certificate
- (b) The pricing schedule (Annexure 25)
- (c) Completion and inclusion of standard bidding documents (SBD1, SBD2, SBD4, SBD8 and SBD9)

Phase 2

Evaluation of Price

The bidder with the highest price will be recommended.

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.
- 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.



Application for a Tax Clearance Certificate

Purpose

Select the applicable option Tenders Good standing

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

--

Particulars of applicant

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

Particulars of representative (Public Officer/Trustee/Partner)

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

Particulars of tender (If applicable)

Tender number
Estimated Tender amount R
Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
--------------	----------------	-----------	----------------	------------------	--------

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO
If "YES" provide details

Appointment of representative/agent (Power of Attorney)

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

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

Signature of representative/agent Date
Name of representative/agent

Declaration

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

Signature of applicant/Public Officer Date
Name of applicant/Public Officer

Notes:

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

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

"State" means –

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

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

2.7 Are you or any person connected with the bidder presently employed by the state?

YES

NO

2.7.1 If so, furnish the following particulars:

Name of person/director/trustee shareholder/member:

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

Position occupied in the state institution:

Any other particulars:

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES

NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document?

YES

NO

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

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

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

YES

NO

2.8.1 If so, furnish particulars:

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

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.

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:



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(www.treasury.gov.za) 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 (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<input type="checkbox"/>	<input type="checkbox"/>

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

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) _____

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

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

Signature

Date

Position

Name of Bidder

DEPARTMENT OF WATER AND SANITATION

INSTRUCTIONS TO BIDDERS
PURCHASES OF GOODS/WORKS FROM THE STATE

1. The standard bidding forms should not be retyped or redrafted but photocopies may be prepared and used. Additional offers may be made for any item but only on a photocopy of the page in question or on other forms obtainable from the Head of Procurement: Department of Water and Sanitation, Private Bag X313, Pretoria, 0001. Additional offers made in any other manner may be disregarded.
2. Should standard bidding forms not be filled in by means of mechanical devices, for example typewriters, ink, preferably black, must be used to fill in bids.
3. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated.
4. Goods are sold as it stands ("voetstoots") and no claims shall be considered by the seller by virtue of incorrect description or quantity, inferior quality, poor condition, etc. Prospective bidders are therefore advised to inspect the goods or have the goods inspected before the submission of bids. Unless otherwise stated in the bid document, arrangements for inspection may be made with the Officer-in-Charge during normal working hours.
5. Bids shall be on a basis of receipt of goods at the place where they are held and the seller shall not accept any responsibility for despatching any of the goods to the purchaser. If the purchaser cannot personally take delivery of the goods, he or she shall arrange for a representative to do so on his or her behalf. If the bidder stipulates in the bid that the goods are to be sent by rail at the purchaser's cost and risk, the seller will in exceptional cases and at his or her own discretion arrange that the goods are thus despatched (carriage payable by the purchaser) in which case the purchaser shall, on demand, be responsible for repayment to the seller of all expenses involved.
6. Before the goods are removed from the seller's store/site the purchaser shall satisfy himself/herself that the exact quantities, lots or articles have been delivered and the purchaser shall be required to give clear receipts for all such goods before removal. No adjustment shall be considered after removal of the goods.
7. A purchaser may, where necessary, provide his or her own containers or packing material. If, however, a purchaser desires to make use of the containers in which the goods are packed or of other departmental containers in order to remove the items, such containers may be obtained on application to the Officer-in-Charge of the institution on payment of a charge to be fixed by the officer.
8. All packing material and containers are provided at the sole risk of purchasers and purchasers shall under no circumstances have a right of recourse against the State in the event of any damage to the goods as a result of or in any way connected with the quality of such packing material or containers.

9. The purchaser shall pay the purchase price and take delivery of the goods within fourteen days of the date on which the Contract Form (SBD 7.3) was signed. If the purchaser fails to take delivery of the goods within the period stated, a further period of fourteen days shall be allowed but the purchaser shall then be liable to the seller for the payment of storage charges at the rate of one percent of the purchase price per day.
10. If the purchaser fails to take delivery of the goods within twenty-eight days of the date on which the Contract Form was signed, the seller shall have the right to regard the contract (without any notice) as cancelled. In such an event the seller shall have the right either to sell the goods for the payment, on demand to the seller of the difference between, on the one hand, the purchaser's tender price and, on the other hand, any less favourable tender price that may be accepted or the amount at which the goods are sold out of hand, as well as for the storage charges.
11. Bidders shall state the maximum quantity which they are prepared to take at the price quoted in the bid document. Alternative prices for different maximum quantities may be quoted. Bidders shall accept any quantity allotted to them up to the maximum quantity required, at the unit price quoted in the bid document for such maximum.
12. Payment of the full purchase price shall be made before delivery of the goods is taken. Bank certified cheques shall be drawn.
13. The fact that a contract has been awarded to a bidder is no guarantee that an export permit will be issued for the goods.
14. Bids received after the closing date and time are late and will as a rule not be accepted for consideration.
15. Bids will be opened in public, that is, bidders or their representatives may be present. If requested by any bidder, the names of bidders and if practical the total amount of each bid and of any alternative bids, will be read aloud.
16. The period for which offers are to remain valid and binding is indicated in the bid documents and is calculated from the closing date on the understanding that offers are to remain in force and binding until the close of business on the last day of the period calculated and if this day falls on a Saturday, Sunday or public holiday, the bid is to remain valid and binding until the close of business on the following working day.
17. These conditions (Annexure 24) form part of the bid and failure to comply therewith may invalidate a bid.
18. Unless specifically provided for in the bid document, no bid transmitted by telegram, telex, facsimile, e-mail or similar apparatus shall be considered.

ANNEXURE 24

19. After public opening of bids, information relating to the examination, clarification and evaluation of bids and recommendations concerning awards will not be disclosed to bidders or other persons not officially concerned with the process, until the successful bidder is notified of the award. The bid documentation of bidders is considered to be confidential and will under no circumstances be made available to other bidders or other persons.
20. The Department is not obliged to accept any bid.
21. After approval of the bid, both parties must sign a written contract. The Contract Form must be filled in duplicate by both the successful bidder and the purchaser. Both Contract Forms must be signed in the original so that the successful bidder and the purchaser would be in possession of originally signed contracts for their respective records.
- 21.1 Failure of the successful bidder to sign the Contract Form in ink, may result in the invalidation of their bid.

Special Conditions of Bid: Purchases from the State

June 2015



CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ 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).² 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:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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 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 consortium³ 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.

³ 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

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.

<input type="text"/>	<input type="text"/>	<input type="text"/>
Initials and Surname of Vendor	Authorised Signature of Vendor	d d m m y y

Registered name of Account Holder	<input type="text"/>
Bank Name	<input type="text"/>
Branch Name	<input type="text"/>
Branch Code	<input type="text"/>
Account Number	<input type="text"/>
*ID Number	<input type="text"/> *Compulsory for individuals
Passport Number	<input type="text"/>
**Company Registration Number	<input type="text"/> **Compulsory for Companies
***CC/CK Registration Number	<input type="text"/> ***Compulsory where applicable
Practice Number	<input type="text"/>

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	FNB 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	

<input type="text"/>	<input type="text"/>	<input type="text"/>
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
<input type="text"/>	<input type="text"/>	
Signature (Bank Official) who verified information	Telephone Number of Bank who verified information	



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF WATER AND SANITATION

1 VENDOR MASTER REGISTRATION AND MAINTENANCE

1.1 Supplier detail verification:

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

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

a) Individuals:

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

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

b) Close Corporations:

"The name must end with CC or BK;"

"Registration number ends with 23;"

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

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

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

c) Companies:

"Company registration details have to be captured with the slash (e.g. 1195/012564/07);"

Use the table below as guideline.

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

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

- i FNB - information must be according to the HOGAN System on the CIS4
- ii NEDBANK - Banking Platform under the Client Details Tab

- iii **ABSA** - information as captured on the CIF screen
- iv **Standard Bank** - information as per look-up-screen

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

1.2 Capturing of Vendor details:

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

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

1.3 Vendor master maintenance form:

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

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

Section A:

To be completed by the relevant Department of Water Affairs Office.

Sections B, C, D and E:

The Vendor must complete all the required fields.

Section F:

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

General:

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

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

"**Individual** - ID document;"

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

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

1.4 Payment terms:

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

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

Z007 Payable immediately Due net

Z001 Within 30 days Due net

Z010 Within 30 days 1.5% Discount

Z011 Within 30 days 2% Discount

Z012 Within 30 days 2.5% Discount

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

1.5 Contact persons:

All completed Vendor Master Maintenance Forms must be returned to the relevant Department of Water and Sanitation.

DEPARTMENT OF WATER AND SANITATION

BID WQ 5763 (WTE)

**THE DISPOSAL SALE OF CONSTRUCTION EQUIPMENT AT TZANEEN FOR DIRECTORATE
CONSTRUCTION**

SECTION 2: CONDITIONS OF CONTRACT

CONTENTS

A. GENERAL CONDITIONS OF CONTRACT



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.

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

TABLE OF CLAUSES

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

General Conditions of Contract

1 Definitions

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

- 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)

DEPARTMENT OF WATER AND SANITATION

BID WQ 5763 (WTE)

**THE DISPOSAL SALE OF CONSTRUCTION EQUIPMENT AT TZANEEN FOR DIRECTORATE
CONSTRUCTION**

SECTION 3: BID INFORMATION

CONTENTS

BID INFORMATION

BID INFORMATION

1. CONDITIONS

Details of Bid

Prospective bidders will be permitted to inspect the items before bidding but will not be allowed to carry out a physical examination of the items.

TAKE NOTE

The items may be viewed **Northern Operations, Tzaneen Dam, Tzaneen**

TAKE NOTE

Viewing arrangements may be made during office hours (07h15 to 15h00) Monday to Friday.

TAKE NOTE

Arrangement can be made for viewing by contacting **Mr. Thinus Rademan on (015)-307-8600 or 082-807-6620**

TAKE NOTE

The address where items can be viewed:

Department of Water and Sanitation, Voortrekker Road, Tzaneen Dam, Tzaneen

The Department's General Conditions of Contract in respect with purchases, ANNEXURE 24 shall apply mutatis to this bid.

TAKE NOTE

It is a special condition of this bid that bidders who were successful in the past on a departmental sale bid but have not paid the items awarded to them shall not be considered for this bid. Such bidders shall also not be allowed on the premises to view the items for this bid. No third party is allowed to bid on behalf of a bidder or organization that made themselves guilty in the past of non payment on items awarded to them.

TAKE NOTE

The successful bidder shall remove the items at his own cost from the premises within 14 days after the date of the letter of acceptance.

TAKE NOTE

The Department does not accept any responsibility/risk for goods loaded or stored after 14 days subsequent to the date of the notification of acceptance.

TAKE NOTE

Payment for the items awarded to a successful bidder shall be made within 30 days after signing the SBD 7.3.

TAKE NOTE

No items will leave the Department's premises before payment has been made and an office receipt has been issued for the payment made.

TAKE NOTE

DEPARTMENT OF WATER AND SANITATION

BID WQ 5763 (WTE)

**THE DISPOSAL SALE OF CONSTRUCTION EQUIPMENT AT TZANEEN FOR DIRECTORATE
CONSTRUCTION**

SECTION 4: ANNEXURE 25 – PRICING SCHEDULE

CONTENTS

PREAMBLE TO THE ANNEXURE 25 – PRICING SCHEDULE

ANNEXURE 25 – PRICING SCHEDULE

PREAMBLE TO THE ANNEXURE 25 – PRICING SCHEDULE

1. GENERAL

The ANNEXURE 25 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 in the bid document.

2. PRICING OF THE SCHEDULE

All rates and amounts quoted in the ANNEXURE 25 shall be in Rand and shall include VAT.

3. 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
(DISPOSAL SALE)**

BID WQ 5763 (WTE)

**PRICING SCHEDULE FOR THE DISPOSAL SALE OF CONSTRUCTION EQUIPMENT AT TZANEEN FOR
DIRECTORATE CONSTRUCTION**

CLOSING TIME 11:00 ON:	BID NO.: W 5763(WTE)
NAME OF BIDDER:	

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

LOT No.	DEPT. No.	DESCRIPTION	BID PRICE OFFERED IN RAND INCLUDING 14% VAT
1	A0870048	EXCAVATOR WHEELED HITACHI EX160WD	R.....each/lot
2	G0770019	WELDER ARC 400AMP LINCOLN SAE 400	
3	H0550043	ROLLER DOUBLE DRUM 1.3TON BOMAG BW-90SH	
4	C3330036	TRACTOR CRAWLER 100KW CATERPILLAR D6	
6	D2640104	DUMPER SHUTTLE WINGET 4B2000LD 1.2 M3	
7	D3760022	TRUCK FLAT D/SIDE HINO 26-260F 12 TON	
8	G0640042	WELDER ARC 400AMP LINCOLN DC400	
9	G0980013	WELDER TIC 400AMP	
10	W0860034	MIXER CONCRETE MOBILE VULCAN 400 L	
11	D5450020	DUMPER SHUTTLE 250 AM 1	
12	H0630047	ROLLER DOUBLE DRUM 1.3TON BOMAG BW-90SH	
13	D1770128	TRUCK TIPPER NISSAN CW45HDF 9 M3	
14	D1770071	TRUCK TIPPER NISSAN CW45HDF 9 M3	
15	D3230023	TRACTOR WHEELED TLB J-C-B 3CX-2WD 50 K	
16	C2820021	LOADER FRONT END 1.8M ³ BELL L1706B	

- Sale by: **DWS Construction, Equipment Support**
 - At (Place of sale): **Tzaneen, Limpopo**
 - Prospective bidders may bid for one or more items
 - The Special Conditions of Bid: Purchases of good/work from the State (ANNEXURE 24) will apply to this Bid
 - Prospective bidders will be permitted to inspect the items before bidding by will not be allowed to carry out physical examination of the items
-

Any enquiries regarding bidding procedures may be directed to the –

Department of Water and Sanitation
Supply Chain Management Office
Private Bag X313, Pretoria, 0001.
Tel: (012) 336-7695/7696/8988

Or

for technical or site information –

THINUS RADEMAN

Tel: **015-307-8600**
Cell: **082-807-6188**

All enquiries should be done during office hours (7h15 – 15h45)

Pricing Schedule: Disposal Sale
(ANNEXURE 25)