



**REQUEST FOR BID**

**BID NUMBER W11044**

**Invitation for Tender to Establish a Panel of Service Providers  
for the Supply and Delivery of Water Tanker Hiring Services as  
and when require by the Department for Drought Intervention  
for a Period of Twenty Four (24) Months**

CLOSING DATE

**14 June 2016**

CLOSING TIME

**11:00 am**

SUBMIT TENDER DOCUMENT

TO

POSTAL ADDRESS:  
DIRECTOR-GENERAL: WATER AND  
SANITATION  
PRIVATE BAG X 313  
PRETORIA,0001

OR

**TO BE DEPOSIT IN:**  
THE TENDER BOX AT THE ENTRANCE  
OF ZWAMADAKA BUILDING  
157 FRANCIS BAARD STREET  
(FORMERLY SCHOEMAN STREET)  
PRETORIA,0002

**Compulsory Briefing Session**

**Date:** 07 June 2016

**Time:** 10:00 am

**Venue:** Department of Water and Sanitation  
175 Francis Baard Street  
Emanzini Building, G18 Boardroom  
Pretoria  
0002

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

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

## INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DOJ & CD

BID NUMBER: **W11044**

CLOSING DATE: **14 June 2016**

CLOSING TIME: **11:00**

**DESCRIPTION: Invitation to Establish a Panel of Service Providers for the Supply and Delivery of Water Tanker Hiring Services as and when require by the Department for Drought Intervention for a Period of Twenty Four (24) Months**

BID DOCUMENTS MAY BE POSTED TO:

**Private Bag x313,  
Pretoria,  
0001**

OR

DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

**Tender Box, Zwamadaka Building  
157 Francis Baard Street (Formerly Schoeman),  
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.....

VATREGISTRATIONNUMBER.....

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.....

---

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

**Department:** Department of Water and Sanitation

**Contact Person:** Mr Syabonga Ngidi

**Tel:** 012 336 6611

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

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

**Contact Person:** Ms Tahera Sayed

**Tel:** 012 336 7107

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

DEPARTMENT OF WATER AND SANITATION (DWS)

INVITATION TO TENDER

TENDER NO: W11044

**TENDER TO ESTABLISH A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF WATER TANKER HIRING SERVICES AS AND WHEN REQUIRED BY THE DEPARTMENT FOR THE DROUGHT INTERVENTION FOR A PERIOD OF 24 MONTHS**

The most important principles of the services are:

- i. *Department of WATER AND SANITATION reserves the right to accept the whole or part of any tender or not to consider any tender submitted. At all times, DWS awards the contract to the tenderer who proves to be fully capable of handling the contract and whose tender is technically acceptable and/or financially advantageous to the DWS and/or in line with its Socio-Economic Empowerment Strategy (SEES).*
- (ii) Acceptance of any tender shall not constitute a binding contract between the Employer and the successful Tenderer. Rather it shall imply that, upon successfully adjudication of the bid, the Employer and bidder will enter into a contract.

Completed tenders in Black ink, in a sealed envelope and clearly marked “**PROPOSAL NO W11044: Supply, Delivery and Maintenance of 150 Water Tanker vehicles for the provision of additional short term rental vehicles as and when required as assessed by the Department**” must be placed in the Tender Box, situated on the Ground Floor, ZwaMadaka Building, 157 Francis Baard (Schoeman) Street, City of Tshwane, not later than **14 June 2016 at 11h00**

**TENDER TO ESTABLISH A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF WATER TANKER HIRING SERVICES AS AND WHEN REQUIRED BY THE DEPARTMENT FOR THE DROUGHT INTERVENTION FOR A PERIOD OF 24 MONTHS**

**1. DEPARTMENT'S OBJECTIVES AND INTRODUCTION**

- 1.1 The National Department of Water and Sanitation (DWS) is responsible for the development, operations, maintenance and rehabilitation of national water and sanitation resources infrastructure assets for the Country. It distributes bulk (untreated/raw) water in terms of the National Water Act (NO. 36 of 1998) to authorised users. These comprises of dams, tunnels, pipelines, hydro-mechanical equipment, cranes and lifting equipment, canals, pump stations, Waste Water Treatment Plants (WWTP's), Water Treatment Plants (WTP's), Buildings and associated infrastructure that is positioned across Southern Africa.
- 1.2 National Cabinet resolved on 7 September 2012 to include water and sanitation as a new Strategic Integrated Project as part of Government's Infrastructure Plan. National Departments, including the DWA, also have the obligation, as directed by Cabinet to assist the Local Government in realizing the service delivery by means of providing direct assistance, technical support and guidance.
- 1.3 Post-May 2014 national and provincial elections, and following the announcement by the State President of the amalgamation of water and sanitation into one Department (DWS) through Gazette No. 37817, the Department is also responsible for designing, developing, constructing and maintaining sanitation infrastructure.
- 1.4 Since 2012, DWS has been striving to turn around the Department's public procurement system by sourcing goods and services by means of strategic sourcing. This is aimed at working smartly by reducing the procurement end-to-end cycle, which is strategic sourcing. Procuring services in this manner is directed at managing the supply base in an effective manner by identifying and selecting service providers for strategic long-term partnerships, involving empowerment initiatives by effectively allocating resources to enhance emerging entities' performance and providing benchmarks and continuous feedback to suppliers.
- 1.5 In this regard, DWS created a panel of supply and maintenance of 150 Water Tanker to support the Department in operationalising its mandate of building new and rehabilitating existing infrastructure. The Department is in the process of creating a panel of pre-approved contractors to support it in implementing its critical projects across the country. Various term contracts for goods are also being created by DWS using the strategic sourcing route.

## 2. SCOPE OF WORK TECHNICAL AND OPERATIONAL SPECIFICATION

### **Title: TENDER TO ESTABLISH A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, AND DELIVERY OF WATER TANKER HIRING SERVICES AS AND WHEN REQUIRED BY THE DEPARTMENT FOR THE DROUGHT INTERVENTION FOR A PERIOD OF 24 MONTHS**

#### Description:

Tenderers are hereby invited to tender for the supply and delivery of rental water tanker for the provision of additional short term rental water tanker vehicles as and when required as assessed by the Department for a period of 24 months for all provinces.

#### Introduction:

This Specifications section contains details of the vehicles required for the provision of fleet solutions in general and to allow Bidders the opportunity to develop and propose innovative solutions, using such specifications as basis. In certain instances, however, the special operating requirements make certain elements mandatory.

In line with the business requirements of Department of Water and Sanitation (DWS), Bidders' proposals must comply with the minimum requirements contained in this section, as well those indicated in the Service Level Agreement Schedule.

#### Short Term Vehicle Leases

The table below provides an indicative number of vehicles per category (short- term lease) required by user departments.

Vehicle Type    Not specified

Number 150

10 000 Litres (4 x 2) Tankers

16 000 Litres (6 x 4) Tankers

26 000 Litres (8 x 4) Tankers

Capacity required = 10 000 Litres, 16 000 Litres and 26 000 litres

A minimum of 60 water tankers (company owned) must be available at the time of submitting the offer.

#### Standard for truck supplied:

- Servicing to be done within the region serviced
- must be registered and licensed as a tanker
- Unit to come road ready and must conform to all legal specifications in accordance with the Road Traffic Act's. (Truck to have yellow reflective tape, mud guards, mud flaps and under-run bumpers).

## Vehicle specification

### Fleet Vehicle Specification:

- o Colour – white with decals unless specified
- o Make – not specified;
- o Air conditioner standard
- o Vehicle Security – Tracking Unit
- o Radio/CD/ MP3 – factory fitted;
- o Water Tankers i.e. 10 000 ,16 000 and 26 000 Litre capacity
  - 10 000 Litres (4 x 2)
  - 16 000 Litres (6 x 4)
  - 26 000 Litres (8 x 4)

The above denotes the generic specifications expected on each vehicle, however it must be noted that there may be other operational business demands in regard to the specifications.

Truck Chassis Specification for Water Tanker Truck (but not limited to):

- Truck must be diesel
- Truck must have a minimum of a 400L fuel tank
- Truck should have ABS
- Truck must be fitted with a Rotating Amber Beacon

### Specifications for Tanker Body (but not limited to):

- ↳ Water Tanker
  - Capacity : 10 000, 16 000 and 26 000 litres
  - Tank Capacity Level Indicator @ rear
  - All tanks must be water proof and rust free
  - The 2 x 3m lengths of 80mm diameter hoses supplied with the water tanker and any other fittings to match the various water source/s.
- o Manhole
  - Quick Release
  - Other related
- o Rear Platform
  - Access Steps
  - Hydrastatic Pump & Water Pump mounted to Platform
  - Galvanized / rust free
- o General
- o Mud Guards
- o Original rear taillights
- o Reflective tape to be fitted to the cab and sides of the body
- o The body will comply with all the road ordinances
- o 5 x taps on kerb side (optional)
- o Paint & Labelling
  - Aluminium or Epoxy coated tanks will also be accepted
  - White

- For the Duration of the contract , the Department of Water and Sanitation Logo to be printed on the Tanker for Identification purposes  
A DWS Logo font sized between (300mm to 450mm)

The following services must be included in a Maintenance Lease contract per vehicle – all contracts to be structured over 24 months and 3000 km per vehicle per month:

- o Exclusive Use of Vehicle over the contract period
- o Scheduled service and required Maintenance and Repairs as and when needed
- o 24 Hour Customer Call Centre Service
- o 24 Hour Road Side Assistance
- o Periodical Fleet Inspection
- o Monthly Billing
- o Delivery Costs (to Regional Offices)
- o License renewals and Fines Management
- o Insurance of the fleet with a “no deductible” premium

**The tenders rates should include the following, as it is considered to be the responsibility of the owners of the Water Tankers.**

- o Top Up Oil
- o Abuse, negligence and fraud
- o Replacement Vehicles – used on an as-and-when basis
- o Windscreen replacement immediately

#### Estimated Monthly Utilization

The monthly utilization is 3 000 kilometers (indicative only) per month and the contract will run for 24 months on and services providers will be requested to provide services on a needs assessed by the Department (as and when required).

#### Short Term Rentals

This will be regarded as an Operating lease over the 24 month contract period.



## SERVICE LEVEL STANDARDS PERFORMANCE THRESHOLD

It is the responsibility of the service provider to ensure that all required Water Tankers are readily available even under certain circumstances:

- Routine Maintenance,
- Break down response time-In town
- Break down response time-out of town
- Theft, hijack
- There should be a replacement vehicle in such cases mentioned above
- must be responded to by a replacement vehicle in that time, further the Department will need to be informed of such cases

### Representation and Presence by the Bidding Entity

The DWS will require the fleet to operate in all 9 provinces as identified by the Department to respond to the Drought Emergency, and is thus of importance that vehicle makes and models to be offered by respondents to this tender, have vehicle servicing and maintenance facilities established in this area. During the service maintenance it is the responsibility of the service provider to ensure that alternative vehicles are in place, to enable the continuation of the service as per the contract.

### Financing

The DWS will raise its own finances to fund the operating lease of this project whilst the successful bidder will be responsible for maintaining and managing the assets.

### Cost/Pricing Drivers

The following key parameters were taken into consideration during the determination of the Affordability limit. The bidders will need to determine / set and define the relationships across these parameters in their Proposals in order to determine the unitary price for the cost driver. The list below is only indicative of the parameters used in the affordability limit calculations, which will be borne by the service provider during the contract term.

Table 1: Affordability limit calculations

Maintenance parameters that are borne by the service provider:

- Inflation rates
- Tyre replacement costs
- Brakes replacement costs
- Service/ Maintenance frequencies
- Value added services parameters:
- Road side assistance
- Vehicle security and tracking
- Vehicle licensing costs
- Insurance rates (percentage of purchase price)
- Administration cost parameters:

- General administration costs

#### PRICING,

The following conditions will apply,

- Only a single rate (rate per kilometre / rate per day) must be quoted and must be valid for at least (30) days from the date of offer
- Price(s) must be inclusive of VAT
- Price(s) quoted must include delivery, fuel, driver and other operator costs
- A firm delivery period must be indicated
- It must be noted that several qualifying bidders will be placed on a panel for 24 months

All other operational costs will be borne by the service provider (travel, accommodation allowances, normal & overtime – weekends & public holidays), maintenance, insurance etc) shall be included in the bid price. Furthermore the Service provide is advised to appoint personnel from the local communities that are been serviced, of South African origin to avoid community sabotage on the project.

#### Contract Period:

24 months – Tankers must be readily available

The DWS proposes a 24 month (twenty four months) Agreement Term having taken into consideration the following factors:

- All Water Tankers must be readily available upon award of the Tender
- A minimum of 60 water tankers (company owned) must be available at the time of submitting the offer.
- Reduce tendering costs from higher frequencies of re-tendering for the service; and
- Reduce operations disruptions
- It is envisaged that a period of 30 days for the service level agreement to be finalised

### Envisaged Risk Transfer

All pertinent risks to the project have been identified, quantified and will be allocated appropriately between the DWS and the prospective bidder. Bidders are expected to review these risks and provide sufficient detail on how they intend to mitigate these risks. A draft Maintenance Lease Agreement and Short Term Rental Agreement must be attached.

### Payment Mechanism

The payment mechanism for this contract has been specifically designed with emphasis on the importance of availability and compliance with operational availability requirements. The payment mechanism will operate on the following basis.

### Monthly Invoicing and Payments

The DWS shall in arrears on a monthly basis, to the Service Provider, an all-inclusive Unitary Payment in South Africa Rands. The Unitary Payment, as indicated above, is the lump sum payment for provision of all goods and services (as per the agreed logged sheet) included in the contract in compliance with the agreed service level specifications.

Every invoice must accompany log sheets and schedules for all trips which were executed over the billing period will be required to be validated by the DWS in consultation with the municipality where the water tankers will be allocated.

The invoicing shall take place as follows:

- o A consolidated invoice will contain the amounts payable in respect of the services for the previous month. Each invoice shall detail the invoice breakdown as per the agreed log sheets and corresponding schedules;
- o The total costs to be invoiced shall be determined on a per-vehicle basis, full details of which shall be made available electronically to user departments at the same time as the consolidated invoice;
- o The Service Provider shall invoice monthly in arrears.
- o Payment shall be effected through an Electronic Transfer;
- o The Service Provider Information Technology System shall enable and ensure that the (entity name) has access to the fleet management system utilized on this project.
- o Invoicing will be done per province for the water tankers operating therein.
- o All invoices will clearly stipulate the invoicing period supported by weekly signed off schedules where delivery took place.

#### OTHER REQUIREMENTS FOR RENTAL OF WATER TANKERS:

- 1.1 All other operational costs will be borne by the service provider ( travel, accommodation allowances, normal & overtime – weekends & public holidays), maintenance, insurance etc) shall be included in the bid price. Furthermore the Service provide is advised to appoint personnel from the local communities that are been serviced, of South African origin to avoid community sabotage on the project.
- 1.2 Documented acknowledgement of receipt of Water Tankers delivered per province indicating the (a) individual vehicle registration number, (b) capacity of each tanker, (c) condition of each tanker and (d) details of the driver per water tanker;
- 1.3 There is an agreement between the Departmental Regional Head and the Local Municipality that will be utilizing the tanker in terms of the agreed routes and delivery points per tanker allocated;
- 1.4 Each water tanker must at all times be road worthy; “Abnormal Load” signs and flags shall be provided where applicable, Reflectors shall be affixed to front, rear and both sides.
- 1.5 There must be weekly reconciliation of the water tankers reconciled between the local municipalities and the department per region.
- 1.6 Each water tanker must be equipped to pump from various sources, Water Treatment work, Borehole etc.
- 1.7 All pipes adjacent to the tanker must not be leaking;
- 1.8 Each water tanker must be disinfected before use;
- 1.9 The water source will be tested (by the Local Municipality / Department) before the water is pumped into the water tanker which must be in compliance with SANS 241 - 1 : 2011
- 1.10 After the water tanker is filled, the water quality of the filled tanker will be tested (by the Local Municipality / Department) for ph, chlorine, turbidity and temperature, before dispatched to the supply points;
- 1.11 Minimal deterioration of water quality will be allowed between the source pumping and the supply point;
- 1.12 Each water tanker must be managed daily, with the completion of log books ensuring the completion of all compulsory fields
- 1.13 The water tanker must be disinfected to ensure that the water is delivered in compliance with SANS 241-1: 2011
- 1.14 Log books must be managed per water tanker and ought to be verified and signed off by the Municipal Manager and Regional Head
- 1.15 Completion of weekly logged reconciliation must be performed per tanker of the total distance travelled daily per water tanker, taking into consideration lead times (break downs etc)
- 1.16 The Department must be invoiced per province, the compliance with the above will facilitate ease in invoice certification and further ensuring the early identification of discrepancies and resolving thereof before finalizing invoice payment;
- 1.17 Invoice processing is subjected to the provision of all supportable log sheets with the reconciliations with no discrepancies;
- 1.18 Every invoice should clearly indicate per water tanker, the kilometers travelled for the applicable period;
- 1.19 Every invoice should indicate the purchase order number with the valid submitted banking details of the company.

## **2. CONTRACT FORM – PURCHASE OF GOODS/WORKS/ SERVICES**

### **2.1 PART I – FORM OF OFFER**

(To be filled by the bidder)

- a) I hereby undertake to supply all goods / works / service as described in the attached bidding documents:

\_\_\_\_\_ (Name of Company) in accordance with the requirements and specification stipulated in this document with bid number W11044 at the prices by quoted. My offer remains binding upon me and open for acceptance by DWS during the validity period indicated and calculated from the closing time of bid.

QTY	DESCRIPTION (SIZE)	DAY RATE	KM RATE	EST/ DE-EST KM RATE
1	10 000 LTS (4 X 2 wheel drive)			
1	16 000 LTS (6 X 4 wheel drive)			
1	26 000 LTS (8 X 4 wheel drive)			

- b) **THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Rand (in words); R \_\_\_\_\_ (in figures)

### **SCHEDULES OF VEHICLES ON OFFER**

ITEM NO	REGISTRATION NUMBER	TANK CAPACITY	DESCRIPTION AS PER LOG BOOK
1			
2			
3			
4			
5			

- c) Binding documents, viz
- Invitation to bid
  - Pricing schedule
  - Specification
  - Declaration of interests
  - Form of offer and acceptance

- General and Special conditions of the contract
  - Other (please specify)
- 

- d) I confirm that I have satisfied myself as to the correctness and validity of my bid that the prices and rates quoted cover all the goods/ works / services specified in the bidding documents; that the prices and rates cover all my obligations and I accept that any mistakes regarding prices / rates and calculations will be at my own risk.
- e) I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- f) I declare that I have no participation in any collusive practices with any bidder or any other person regarding this bid or any other bid.
- g) Certify that the information furnished on declaration forms is true and correct.
- h) I accept that, in addition to cancellation of a contract, action may be taken against me should the declarations proved to be false.
- i) A Service Level Agreement (SLA) will be signed on acceptance of your offer which will detail the conditions of contract.
- j) I confirm that I am duly authorised to sign this bid and the contract.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_.

Name & Surname: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Date: \_\_\_\_\_

Initials & Surname of Witness: \_\_\_\_\_

## **2.2 PART II – ACCEPTANCE FORM**

(To be filled by the Department)

- a) I \_\_\_\_\_ in my capacity as \_\_\_\_\_  
\_\_\_\_\_ accept your bid under reference  
number W11044 for the supply of goods / works / services indicated hereunder and  
further specified in the annexure(s).
- b) I undertake to make payment for the goods delivered / works / services rendered in  
accordance with the terms and conditions of this contract within 30 (thirty) days after  
receipt of invoice accompanied by proof of delivery note /.
- c) I confirm that I am duly authorised to sign this contract.

Signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 201\_\_.

Initials & Surname: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Institution: \_\_\_\_\_

Date: \_\_\_\_\_

Initials & Surname of Witness: \_\_\_\_\_

### **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.

## **SPECIAL CONDITIONS OF CONTRACT [SCC] – TECHNICAL**

### **Bidders must take note of the following Special Conditions:**

- Bidders are to submit with their bid a clear schedule/ breakdown of their pricing structure.
- No price escalations will be allowed meaning the costs must be fixed and inclusive of 14% Vat.
- Detailed specifications must be attached to the proposal and earliest delivery date must be indicated.
- Servicing to be done within the area / province serviced
- The vehicle must be registered / licensed as a tanker.
- Tankers must be readily available
- Service is as per the needs assessed by the Department as and when required

### **3. PROJECT TIME FRAMES**

- 3.1 The Department is requires the panel of service provider to Supply, Deliver Water Tanker vehicles for the provision of additional short term rental vehicles as and when required as assessed by the Department for a duration of 24 months, for all the provinces affected by the Drought.

### **4. REPORTING ARRANGEMENTS**

- 4.1 The service provider is required to maintain Log books per water tanker and ought to be verified and signed off by the Municipal Manager and Regional Head; (Annexure A)
- 4.2 Completion of weekly logged reconciliation must be performed per tanker of the total distance travelled daily per water tanker, taking into consideration lead times (break downs etc) (Annexure B)
- 4.3 Bi-monthly meeting with the Project Manager, all issues must be logged with the Project Managers Office
- 4.4 The Department must be invoiced per province, the compliance with the above will facilitate ease in invoice certification and further ensuring the early identification of discrepancies and resolving thereof before finalizing invoice payment;

### **5. BID ENQUIRIES**

- 5.1 The Prospective Supplier of the Water Tankers may request clarification on this Terms of Reference or any of its Annexures up to close of business 48 hours before deadline for the submission of bids. Any request for clarification must be submitted by e-mail to [sayedt@dws.gov.za](mailto:sayed@dw.gov.za) or **012 336 7107**

### **6. SPECIAL CONDITIONS**

- 6.1 Bidders are required to indicate the number / quantity of water tankers they have available for immediate dispatch to the Department as well as the number of tankers that will be available from the date of receiving an official order. The fleet must be attached, with a minimum of 60 tankers that are company owned and can be verified.



- 6.2 For Service providers to be considered for evaluation and appointment as well as an appointment on a panel, it is required that the Bidders should own a minimum of 60 water tankers ( with sizes varying, not hired from somewhere else) where necessary, site visits will be conducted to verify the existence of the required plant
- 6.3 Evaluation and adjudication of bids, due account will be taken of the bidder's past performance in the execution of similar works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable the company to complete the scope successfully within the contract period and budget.

## **7. EVALUATION & FUNCTIONALITY CRITERIA**

- DWS may conduct a due diligence on any Tender, which may include interviewing customer references or other activities to verify a Tenderer or other information and capabilities (Including visiting the Tenderer's various premises and/or sites to verify certain stated information or assumptions) and in this instances the Tenderers will be obliged to provide DWS with all necessary access, assistance and/or information which DWS may reasonably request and to respond within the given time frame set by DWS; DWS may enforce whatever measures it considers necessary to ensure the confidentiality and integrity of the contents of the Tender;

DWS will evaluate the Tenders with reference to DWS set and approved evaluation criteria. DWS reserve the right to appoint a specialist/consultant to assist in performing such evaluations.

- DWS has defined minimum mandatory criteria (Phase 1) listed in the table below that must be met by the Tenderer in order for DWS to accept a Tender for evaluation.
- DWS will validate the claims made in the proposals and submitted to DWS for the purposes of this bid. This will include verification with the Contractor's previous clients and regulatory bodies.
- The mandatory requirements evaluation will be carried out by the appointed committee of DWS to determine which Tender responses are compliant or non-compliant with the Tender specifications issued by DWS as part of the Tender process.
- Where there is failure to comply with the mandatory requirements Criteria or DWS is for any reason unable to verify whether the mandatory requirements are fully complied with, DWS will disqualify the tender.

## EVALUATION CRITERIA

The Department will evaluate all proposals in terms of the Preferential Procurement Policy Framework Act. No. 5 of 2000 (PPPFA). A 2 phase evaluation criteria will be considered in evaluating the bid, being:

**Phase 1: Administrative compliance** (if not submitted bid will be disqualified)

**Phase 2: Functional / Technical Evaluation**

### Phase 1: Administrative / Mandatory compliance

	<b>Name of the document that must be submitted</b>	<b>Requirements</b>
1	Completion, signing and inclusion of standard bidding documents (SBD 1, SBD 4, SBD 6.1, SBD 8, SBD 9)	Please complete and sign the supplied pro forma document.
2	The registered ( licensing) Tankers in the fleet together with the year, model number of kilometers on the logbook	Please provide a valid certified copy
3	Original and Valid Tax Clearance Certificate (Refer to SBD 2)	Please provide an original and valid

## PHASE 2: EVALUATION & FUNCTIONALITY CRITERIA

Values: **1 Very Poor..... 2 Poor.....3 Average.....4 Good.... 5 Excellent**

The bidder is expected to achieve a minimum required score of **70%** for functionality in order to qualify for further short listing on the panel. Bids that do not meet the minimum required score will be disqualified. The Functional/Technical criteria are:

The weight that will be allocated to each functionality criterion is as follows:

Criteria		Guideline Weighing Points		
		Project Rand Value > R 500 000		
		Max	Value	Total
Functionality	<b>Approach Paper</b> <ul style="list-style-type: none"> <li>Bidders understanding of the terms of reference / Specifications</li> </ul>	<b>20</b>		
	<b>Tenderer's Experience</b> <ul style="list-style-type: none"> <li>Schedule of similar work of Water Tanker supply with at least 3 contactable references.</li> </ul> <b><u>Breakdown of points allocation according to number of projects:</u></b> <ul style="list-style-type: none"> <li>1 to 2 projects = 1</li> <li>3 to 4 projects = 2</li> <li>5 to 6 projects = 3</li> <li>7 to 8 projects = 4</li> <li>9 and above = 5</li> </ul>	<b>30</b>		
	<b>Bidder's Resources – (Personnel and Fleet)</b>	<b>50</b>		
	<ul style="list-style-type: none"> <li>List of registered vehicles in fleet, model year, capacity, number of kilometers on log book</li> </ul>	<b>10</b>		
	<ul style="list-style-type: none"> <li>Project resources and Competency Certificate for operating the tanker</li> </ul>	<b>20</b>		
	<ul style="list-style-type: none"> <li>Risk Mitigation plan, draft Maintenance lease agreement and Short Term Rental Agreement</li> </ul>	<b>10</b>		
	<ul style="list-style-type: none"> <li>Submission of the company profile including organization's organogram</li> </ul>	<b>10</b>		
	<b>Total</b>	<b>100</b>		

**Note to Bidders:** On the receipt of the proposals, the criteria shown above will be used for the selection of the most suitable bidders to be listed on the panel. A bidder is expected to achieve a minimum threshold/required score for functionality of **70%**, in order to qualify for enlisting.

## **8. CONDITIONS:**

- Bidders are requested to provide a clear agreement regarding joint ventures/consortia. The percentage involvement of each company in the joint venture agreement should be indicated on the agreement.
- The detail must be such that the Department of Water and Sanitation can audit the actual work allocation during the delivery to enforce transfer of skills between the two service providers;
- In the event of a Joint Venture being formed, note that all members of the joint venture should sign the contract / agreement and are jointly or severally liable for the entire assignment;
- A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.
- Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.
- The department intends to appoint a panel of service providers for the supply and delivery of 150 Water Tankers on a needs assessed basis as and when required by the department in 9 provinces
- The Department of Water and Sanitation is not bound to select any of the service providers submitting proposals. and therefore reserves the right not to award the bids and not to award the contract to the lowest bidding price;
- The Department of Water and Sanitation will not be held responsible for any cost incurred by the bidder in the preparation and submission of the bids.
- Travelling cost and time spent or incurred between home and office of the service providers and the Department of Water and Sanitation (Head Office) will not be for the account of the Department.
- Ability to show continuity of staff on the project, the service provider must guarantee the presence of the Senior Staff on the project throughout the duration of the contract.
- The Bidders must complete all the necessary information required in the bidding document.
- In cases where the Bidder's Tax Clearance has expired, the Department will request the Bidder to submit a new and Valid Tax Clearance with their bid.
- **NB:** Bidders are encouraged to register on Central Supplier Database (CSD) as prospective suppliers.

## **9. INFORMATION REQUIRED**

- Bid Evaluation can only be done on the basis of the information requested. The comprehensiveness of the bid can therefore be decisive in the awarding thereof.

## **10. PAYMENT TERMS**

- The Department undertakes to payout in full within 30 days all valid claims for work done to its satisfaction upon presentation of a substantiated claim. No payment will be made where there is outstanding work not completed by the Service Provider as per the outlined Deliverables.

## 11. CLOSING TIME OF THE BID

- The closing time for the receipt of the service providers bid in response to this invitation is 11h00 on 14 June 2016.
- All documentation must be received before the closing time stipulated above

## 12. OWNERSHIP AND CONFIDENTIALITY

The DWS will become the owner of all documentation and the deliverables produced within the context of this tender. All information should be treated with confidentiality and may not be communicated or made available to any person outside DWS and may not be published, either during the current agreement or thereafter without the prior consent of DWS.

## 13. COMPULSORY BRIEFING SESSION

Compulsory briefing sessions will be held as follows:

Date: 7 June 2016

Time: 10:00

Venue: 175 Francis Baard Street, Emanzini Building G18 Boardroom  
Pretoria 0002

## 14. BID ENQUIRIES

**FURTHER TECHNICAL INFORMATION:** queries and questions of clarity can be addressed to Ms. Sayed T contactable as follows: Tel: 012 336 7107 email: sayedt@dws.gov.za The **Tender number and the subject name** of this Tender must be clearly identified when an enquiry is made.

Clause	Description
F.1.1	<b>The Employer is: DEPARTMENT OF WATER AND SANITATION</b> Address: <b>ZwaMadaka Building, 157 Francis Baard (Schoeman) Street, City of Tshwane</b>
F1.2	<b>Interpretation</b> The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.
F.1.3	<b>The Employer's Agent for Technical Information is:</b> Name: Ms. Sayed T Tel: 012 336 7107 E-mail: sayedt@dws.gov.za
F.1.4	<b>Reject or accept</b> The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such a cancellation and rejection, but will give written reasons for such action upon written request to do so.

Clause	Description
F.1.5	<b>Eligibility</b> Only those Tenderers who have in their management and employment suitably registered personnel in accordance with the relevant South African legislature and in terms of the relevant professional bodies, are eligible to submit tenders.
F.1.6	<b>Support Resources</b> The Tenderer must indicate resources they intend allocating to this project when requested to do by the employer at any time
F.1.7	<b>Confidentiality and copyright</b> The Tenderer must Treat as confidential all matters arising in connection with this tender, Use this copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
F.1.8	<b>Acknowledge Addenda</b> The Tenderer shall Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.
F.1.9	<b>Pricing the tender</b> Bidders must make a breakdown of costs per deliverable. The appointed bidder will remunerated for effort.
F.1.10	<b>Alterations to documents;</b> The Tenderer must take note of the following; <ul style="list-style-type: none"> <li>a) “No alterations, additions and reductions must be made to the tender document issued by the employer.</li> <li>b) No document must be unbounded or unbundled and other documents which were not part of the document added.</li> <li>c) All additional documents not requested by the employer and the tenderer feels that they might be important, they must be placed in a separate enveloped and be clearly marked <b>“Optional Additional Documents”</b></li> <li>d) All signatories to the tender offer shall initial all such alterations.</li> <li>e) Erasures and the use of masking fluid are prohibited.</li> </ul>
F.1.11	<b>Alternative tender offers</b> No alternative tender offers will be accepted.

## LIST OF RETURNABLE DOCUMENTS

No	Returnable Document	Yes	No
1	Original or certified copy of B-BBEE Contribution Level Certificate		
2	Original and Valid Tax Clearance Certificate (Refer to SBD 2)		

No	Returnable Document	Yes	No
3	Notary Joint Venture Agreement / Association Agreement (if applicable)		
4	Submission of the company profile including organization's organogram.		
5	Submission of the project team CV's and copies of qualifications including the other proposed project team members		
6	The registered ( licensing) Tankers in the fleet together with the year, model number of kilometers on the logbook		
7	Submission of the staff schedule should indicate full-time and part-time employees.		
8	Track Record & Experience ( <u>schedule of similar work and value</u> ), with contactable reference(s).		
9	Completion, signing and inclusion of standard bidding documents (SBD 1, SBD 3.3, SBD 4, SBD 6.1, SBD 8, SBD 9)		
10	Certificate for compulsory briefing session		

TENDER NO: W11044

**TO ESTABLISH A PANEL OF SERVICE PROVIDERS FOR THE FOR SUPPLY, AND DELIVERY OF WATER TANKER HIRING SERVICES AS AND WHEN REQUIRED BY THE DEPARTMENT FOR THE DROUGHT INTERVENTION FOR A PERIOD OF 24 MONTHS**

<b>FORM A</b>	<b>TAX CLEARANCE CERTIFICATE REQUIREMENTS</b>
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**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
- 3 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.
- 4 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.
- 5 In bids where Consortia / Joint Ventures / Sub-contractors are involved, **each party must submit a separate Tax Clearance Certificate.**
- 6 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)
- 7 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).

Jeyrel:\Mdk416-SBD2 tax clearance ...





## COMPULSORY BRIEFING SESSION ATTENDANCE CERTIFICATE

W 11044: Invitation for Tender to Establish a Panel of Service Providers for the Supply and Delivery of Water Tanker Hiring Services as and when require by the Department for Drought Intervention for a Period of Twenty Four (24) Months

This certificate serves to confirm that the representative of the below mentioned company attended the compulsory briefing session on 07 June 2016 as required for the above mentioned bid W11044 as issued by the Department of Water and Sanitation.

On behalf of the company

**Name of Representative:** .....

**Bidder Name:** .....

**Signature:** .....

**Date:**.....

**Department of Water and Sanitation confirmation:**

**Name of official:** Syabonga Ngidi

**Position:** SCM PRACTITIONER

**Signature:** .....

DEPARTMENTAL OFFICIAL STAMP

TENDER NO: W11044

**TO ESTABLISH A PANEL OF SERVICE PROVIDERS FOR THE FOR SUPPLY AND DELIVERY OF WATER TANKER HIRING SERVICES AS AND WHEN REQUIRED BY THE DEPARTMENT FOR THE DROUGHT INTERVENTION FOR A PERIOD OF 24 MONTHS**

**FORM B****DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 2.1 Full Name of bidder or his/her representative: .....
  - 2.2 Identity Number:.....
  - 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member): .....
  - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: .....
  - 2.5 Tax Reference Number: .....
  - 2.6 VAT Registration Number: .....
  - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

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

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

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

.....

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

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

.....

.....

2.10 Are you, or any person connected with the bidder, **YES/NO**  
 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?

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**  
 of the company have any interest in any other related companies  
 whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

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

### 3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

### DECLARATION

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

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

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of bidder

**TENDER NO: W11044**

**TO ESTABLISH A PANEL OF SERVICE PROVIDERS FOR THE FOR SUPPLY AND DELIVERY OF WATER TANKER HIRING SERVICES AS AND WHEN REQUIRED BY THE DEPARTMENT FOR THE DROUGHT INTERVENTION FOR A PERIOD OF 24 MONTHS**

**PREFERENTIAL PROCUREMENT REGULATIONS 2011**

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

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

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed 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:

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

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 – all Tenderers will be awarded 90 points for price**

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

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

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

Where

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



## 5. Points awarded for B-BBEE Status Level of Contribution

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

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

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

## 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 [TICK APPLICABLE BOX]

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

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

9.7 Total number of years the company/firm has been in business? .....

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

**WITNESSES:**

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

.....

.....

TENDER NO: W11044

**TO ESTABLISH A PANEL OF SERVICE PROVIDERS FOR THE FOR SUPPLY AND DELIVERY OF WATER  
TANKER HIRING SERVICES AS AND WHEN REQUIRED BY THE DEPARTMENT FOR THE DROUGHT FOR A  
PERIOD OF 24 MONTHS INTERVENTION**

<b>FORM C</b>	<b>DECLARATION OF TENDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES</b>
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**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

### CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js365bW

**TENDER NO: W11044**

**TO ESTABLISH A PANEL OF SERVICE PROVIDERS FOR THE FOR SUPPLY, AND DELIVERY OF WATER  
TANKER HIRING SERVICES AS AND WHEN REQUIRED BY THE DEPARTMENT FOR THE DROUGHT  
INTERVENTION FOR A PERIOD OF 24 MONTHS**

<b>FORM D</b>	<b>DECLARATION OF INDEPENDENT BID DETERMINATION</b>
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**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Bid Document (BD) must form part of all bids<sup>1</sup> received.
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 *per se* prohibition that it cannot be justified under any grounds.
3. It is prescribed that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the government entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This BD 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 (BD 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 business, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchases who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

<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 executions of a contract.

## 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 the Entity)

do hereby make the following statements that 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 purpose 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.
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 Preventions and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Tenderer



TENDER NO: W11044

TO ESTABLISH A PANEL OF SERVICE PROVIDERS FOR THE FOR SUPPLY AND DELIVERY OF WATER  
TANKER HIRING SERVICES AS AND WHEN REQUIRED BY THE DEPARTMENT FOR THE DROUGHT  
INTERVENTION FOR A PERIOD OF 24 MONTHS

**FORM E                      DECLARATION OF PROCUREMENT ABOVE R10 MILLION**

**DECLARATION OF PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)**

**For all procurement expected to exceed R10 million (VAT included), Tenderers must complete the following questionnaire**

<p>1. Are you by law required to prepare annual financial statements for auditing?</p> <p>1.1 <i>If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years</i></p> <p>.....</p> <p>.....</p>	<p><b>YES/NO</b></p>
<p>2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?</p> <p>2.1 <i>If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?</i></p> <p>2.2 <i>If yes, provide particulars</i></p> <p>.....</p> <p>.....</p>	<p><b>YES/NO</b></p>
<p>3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?</p> <p>3.1 <i>If yes, furnish particulars</i></p> <p>.....</p> <p>.....</p>	<p><b>YES/NO</b></p>

<p>4. Will any portion of goods or services be sourced from outside the Republic, and if so, what portion and whether any portion of payment from the municipality/municipal entity are expected to be transferred out of the Republic?</p> <p>4.1 <i>If yes, furnish particulars</i></p> <p>.....</p> <p>.....</p>	<p><b>YES/NO</b></p>
---	----------------------

**CERTIFICATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Tenderer

TENDER NO: W11044

**TO ESTABLISH A PANEL OF SERVICE PROVIDERS FOR THE FOR SUPPLY AND DELIVERY OF WATER TANKER HIRING SERVICES AS AND WHEN REQUIRED BY THE DEPARTMENT FOR THE DROUGHT INTERVENTION FOR A PERIOD OF 24 MONTHS**

**FORM F**

**COMPULSORY ENTERPRISE QUESTIONNAIRE**

1.1 Name of firm :.....

1.2 VAT registration number:.....

1.3 Company registration number :.....

1.4 **TYPE OF FIRM** [TICK APPLICABLE BOX]

- ☐ Partnership
- ☐ One person business/sole trader
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

1.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

- ☐ Civil
- ☐ Mechanical
- ☐ Electrical
- ☐ Specialist
- ☐ Project Management Services

1.6 **COMPANY CLASSIFICATION** [TICK APPLICABLE BOX]

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

1.7 **TOTAL NUMBER OF YEARS THIS FIRM HAS BEEN IN BUSINESS?** .....

1.7.1 **TOTAL ANNUAL TURNOVER?** .....

**1.8 Particulars of Ownership of Tendering Entity.** In the event of a consortia / joint venture each company must indicated separately

[illegible]

*\*Indicate YES or NO*

1.9 I / We, the undersigned, who warrants that he / she is duly authorised to do so and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
  - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (b) 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;

Name of Tenderer : .....

Date: .....

Signature :.....Position: .....

Full name of signatory: .....

Witness 1 .....

Witness 2 .....

The following Documents must be attached:

**For Closed Corporations**

CK1 or CK2 as applicable (Founding Statement)

**For Companies**

Shareholders register

**For Joint Venture Agreement**

Copy of Joint Venture Agreement between all parties, as well as the documents in (1) or (2) of each Joint Venture Member

**Certified ID copies for members of the Tendering Entity**

Attached ID copies of all shareholders in Tendering Entity

TENDER NO: W11044

**TENDER TO ESTABLISH A PANEL OF SERVICE PROVIDERS FOR THE FOR SUPPLY AND DELIVERY OF WATER TANKER HIRING SERVICES AS AND WHEN REQUIRED BY THE DEPARTMENT FOR THE DROUGHT INTERVENTION FOR A PERIOD OF 24 MONTHS**

<b>FORM G</b>	<b>AUTHORITY OF SIGNATORY</b>
---------------	-------------------------------

*Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category. Delete whichever is inapplicable.*

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation
--------------	------------------	--------------------	----------------------	------------------------

**A. Certificate for company**

I,....., chairperson of the board of directors of  
....., hereby confirm that by resolution of the board taken on  
..... 2015

Mr/Ms.....,acting in the capacity of  
....., was authorised to sign all documents in connection with this  
tender and any contract resulting from it on behalf of the company.

As witnesses:-

1. ....  
Witness Chairman
2. ....  
Witness Date

**B. Certificate for partnership**

We, the undersigned, being the key partners in the business trading as .....  
hereby authorise Mr/Ms ....., acting in the capacity of  
....., to sign all documents in connection with the tender for Contract  
..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**NOTE:** This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms ....., authorised signatory of the company ....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract ..... and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

<b>NAME OF FIRM</b>	<b>ADDRESS</b>	<b>AUTHORIZING SIGNATURE, NAME &amp; CAPACITY</b>
<b>Lead Partner</b>		
<b>Partner 1</b>		
<b>Partner 2</b>		
<b>Partner 3</b>		
<b>Partner 4</b>		



**D. Certificate for sole proprietor.**

I, ..... hereby confirm that I am the sole owner of the  
business trading as .....

As witnesses:-

1. ....  
.....  
Witness Signature: Sole owner

2. ....  
.....  
Witness Date

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as .....  
hereby authorise Mr/Ms ....., acting in the capacity of  
....., to sign all documents in connection with the tender for Contract  
..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**NOTE:** This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

TENDER NO: W11044

**TENDER TO ESTABLISH A PANEL OF SERVICE PROVIDERS FOR THE FOR SUPPLY AND DELIVERY OF WATER TANKER HIRING SERVICES AS AND WHEN REQUIRED BY THE DEPARTMENT FOR THE DROUGHT INTERVENTION FOR A PERIOD OF 24 MONTHS**

**FORM H SCHEDULE OF PROPOSED PERSONNEL**

No	Professional	Name	ID No	HDI Status	Male / Female
1.	Key Personnel (Project Managers, Professional Personnel, etc)				
2	Technical and Support Staff	Number			

Name of Tenderer : .....Date: .....

Signature: .....Position: .....

Full name of signatory: .....

## DEPARTMENT OF WATER AND SANITATION

### TENDER TO ESTABLISH A PANEL OF SERVICE PROVIDERS FOR THE FOR SUPPLY AND DELIVERY OF WATER TANKER HIRING SERVICES AS AND WHEN REQUIRED BY THE DEPARTMENT FOR THE DROUGHT INTERVENTION

#### PERSONNEL SCHEDULE

Job Description	Number of Labour to be Employed on the Contract
* Other	
* Other	
* Other	

\* To be filled in by Bidder

Signed .....

Date.....

Name .....

Position.....

Bidder .....

TENDER NO: W11044

**TENDER TO ESTABLISH A PANEL OF SERVICE PROVIDERS FOR THE FOR SUPPLY AND DELIVERY OF WATER TANKER HIRING SERVICES AS AND WHEN REQUIRED BY THE DEPARTMENT FOR THE DROUGHT INTERVENTION FOR A PERIOD OF 24 MONTHS**

<b>FORM I</b>	<b>SCHEDULE OF RESOURCES</b>
---------------	------------------------------

**1. BUILDINGS AND OFFICES (Please indicate all the Provinces you operate in)**

No	Description	Address	Floor Area M <sup>2</sup>
1	HQ;		
2.	Region;		
3.	Local;		

**2. EQUIPMENT AND COMPUTER HARDWSRE**

No	Description	Size/Memory Capacity	No
1	Computers		
2.	Printers		
3.	Plotters		
4.	Copiers		

Name of Tenderer : .....

Date: .....

Signature : .....

Position: .....

TENDER NO: W11044

**TENDER TO ESTABLISH A PANEL OF SERVICE PROVIDERS FOR THE FOR SUPPLY AND DELIVERY OF WATER TANKER HIRING SERVICES AS AND WHEN REQUIRED BY THE DEPARTMENT FOR THE DROUGHT INTERVENTION FOR A PERIOD OF 24 MONTHS**

**FORM J SCHEDULE OF PREVIOUS EXPERIENCE**

Provide proof of 5 **similar assignments and projects** (project management support) completed within the last 5 years by completing the table

No	Assignment / Project	Value in Rands	Date Assigned	Date Completed	Employer	Contact Person	Tel No
1.							
2.							
3.							
4.							
5.							

Name of Tenderer : .....Date: .....

Signature :..... Position: .....

Full name of signatory: .....

**TENDER NO: W11044**

**TENDER TO ESTABLISH A PANEL OF SERVICE PROVIDERS FOR THE FOR SUPPLY AND DELIVERY OF WATER TANKER HIRING SERVICES AS AND WHEN REQUIRED BY THE DEPARTMENT FOR THE DROUGHT INTERVENTION FOR A PERIOD OF 24 MONTHS**

**FORM K SCHEDULE OF PREVIOUS EXPERIENCE (continued)**

List projects previously executed or being implemented completed within the last 5 years by completing the table

No	Assignment / Project	Value in Rands	Date Assigned	Date of Completion	DWS Project Coordinator/Manager	Tel No
1.						
2.						
3.						
4.						
5.						

Name of Tenderer : .....Date: .....

Signature :..... Position: .....

Full name of signatory: .....

**TENDER NO: W11044**

**TENDER FOR SUPPLY AND DELIVERY OF WATER TANKER HIRING SERVICES ON A PANEL  
AS AND WHEN REQUIRED BY THE DEPARTMENT FOR THE DROUGHT INTERVENTION FOR A PERIOD OF 24 MONTHS**

**FORM L SCHEDULE OF CURRENT ASSIGNMENTS**

Provide proof of current assignments by completing the table below:

No	Assignment / Project	Value in Rands	Date Assigned	Date Completed	Employer	Contact Person	Tel No
1.							
2.							
3.							
4.							
5.							
6.							
7.							

Name of Tenderer : .....Date: .....

Signature : .....Position: .....

Full name of signatory: .....

TENDER NO: W11044

**TENDER TO ESTABLISH A PANEL OF SERVICE PROVIDERS FOR THE FOR SUPPLY AND DELIVERY OF WATER TANKER HIRING SERVICES AS AND WHEN REQUIRED BY THE DEPARTMENT FOR THE DROUGHT INTERVENTION FOR A PERIOD OF 24 MONTHS**

FORM M	FINANCIAL REFERENCE
--------	---------------------

**1. Banking Information**

I/we hereby authorises the Client (Department of WATER AND SANITATION) to approach the following bank for the purposes of obtaining a financial reference. (Bank letter confirming details to be attached)

<b>Bank Name</b>	
<b>Account Name</b>	
<b>Account Type</b>	
<b>Account Number</b>	
<b>Branch Code</b>	
<b>Address of Bank</b>	
<b>Contact Person</b>	
<b>Telephone Number</b>	
<b>How long has this Account been in existence</b>	

**2. Authorised Bank Account Information**

I/we hereby authorises the Client (Department of WATER AND SANITATION AND SANITATION) to process all payments due to us through EFT direct to the bank details provided.

Name of Tenderer :.....

Date: ..... Signature:.....

Position: .....Full name of signatory:.....



DEPARTMENT OF WATER AND SANITATION

**TENDER TO ESTABLISH A PANEL OF SERVICE PROVIDERS FOR THE FOR SUPPLY AND DELIVERY OF WATER TANKER HIRING SERVICES AS AND WHEN REQUIRED BY THE DEPARTMENT FOR THE DROUGHT INTERVENTION FOR A PERIOD OF 24 MONTHS**

**FORM N SCHEDULE OF PROPOSED SUBCONTRACTORS**

We notify you that it is our intention to employ the following Subcontractors to work on this contract. If we are awarded the contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us

No.	Name and Address of Proposed Subcontractor	Nature and Extent of Work	B-BBEE Level	Previous Experience with Subcontractor
1.				
2.				
3.				
4.				
5.				
6.				
7.				

Signed .....

Date

Name .....

Position

Bidder .....



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

### **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.

**GENERAL CONDITIONS OF CONTRACT**  
**THE NATIONAL TREASURY**  
**Republic of South Africa**



**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**JULY 2010**

**NATIONAL TREASURY: Republic of South Africa**

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

## **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 analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
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. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**  
**THE NATIONAL TREASURY: Republic of South Africa 3**

**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 anything 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 goods 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 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 goods 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 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product service required by the contract.
- 1.28 "Written" or "in writing" means hand-written 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 (excluding professional services related to the building and construction industry), 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 goods, 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 nonrefundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

## **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.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

## **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.

## **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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 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 goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods 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 goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 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 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, and in any subsequent Instructions ordered by the purchaser.

## **10. Delivery and documents**

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the Contract.

## **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.

## **12. Transportation**

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

## **13. Incidental Services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (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, 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.
- 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 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, 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.
- 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.

## **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 or in the purchaser's request for bid validity extension, as the case may be.

## **18. Variation orders**

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

## **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 contract 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 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 goods are required, or the supplier's services are not readily available.
- 21.4 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 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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 supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, 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 purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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. Antidumping 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 favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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 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 for goods delivered and / or services rendered according to the prescripts of the contract.

## **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.

## **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. 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 SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 33. Transfer of contracts**
- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.
- 34. Amendment of contracts**
- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
- 35. Prohibition of restrictive practices:**
- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of **restrictive practices** 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.
- 35.2 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 section 59 of the Competition Act No 89 of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the 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.