



DEPARTMENT OF WATER AND SANITATION
REPUBLIC OF SOUTH AFRICA

DUE AT 11:00 ON

(10 NOVEMBER 2017)

BID WQ 6990 (WTE)

**MANUFACTURE, SUPPLY, DELIVER AND ERECTION OF ROOF
STRUCTURES FOR THREE BEDROOM ACCOMMODATION UNITS AT
BOSKOP DAM**

SUBMIT BID DOCUMENTS TO:

THE BID BOX AT ENTRANCE OF:

1st Floor Praetor Forum Building
267 Lillian ngoyi streets, Pretoria 0001

Compulsory Briefing Session

Date: 03 November 2017

Time: 11H00

Venue: Boskop Dam Potchefstroom Water and Sanitation

BIDDER: (Company address and stamp)

COMPILED BY: NWRI: CENTRAL OPERATIONS

DEPARTMENT OF WATER AND SANITATION

BID WQ 6990 (WTE)

MANUFACTURE, SUPPLY, DELIVER AND ERECTION OF ROOF STRUCTURES FOR THREE X THREE-BEDROOM ACCOMMODATION UNITS AT BOSKOP DAM

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DEPARTMENT OF WATER AND SANITATION

BID WQ 6990 (WTE)

MANUFACTURE, SUPPLY, DELIVER AND ERECTION OF ROOF STRUCTURES FOR THREE X THREE BEDROOM ACCOMMODATION UNITS AT BOSKOP DAM

SECTION 1: LEGALITIES

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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	WQ 6990 WTE	CLOSING DATE:	10 November 2017	CLOSING TIME:	11H00
DESCRIPTION	MANUFACTURE, SUPPLY, DELIVER AND ERECTION OF ROOF STRUCTURES FOR THREE BEDROOM ACCOMMODATION UNITS AT BOSKOP DAM				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS)

267 LIILAN NGOYI STREET

PRAETOR FORUM BUILDING 1ST FLOOR

PRETORIA

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
	TCS PIN:		OR CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (TICK APPLICABLE BOX)	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT
	<input type="checkbox"/> No		<input type="checkbox"/> Yes
			<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	<input type="checkbox"/>	A REGISTERED AUDITOR	
		NAME:	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	[IF YES ENCLOSE PROOF]		[IF YES ANSWER PART B:3 BELOW]

SIGNATURE OF BIDDER	DATE
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CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)
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TOTAL NUMBER OF ITEMS OFFERED	TOTAL BID PRICE (ALL INCLUSIVE) R.....
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BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	Water & Sanitation	CONTACT PERSON	Charles Mokone
CONTACT PERSON	David Mamushiana	TELEPHONE NUMBER	(018) 294 9321
TELEPHONE NUMBER	012 741 7343	FACSIMILE NUMBER	
FACSIMILE NUMBER	086 636 2377	E-MAIL ADDRESS	mokonec@dws.gov.za
E-MAIL ADDRESS	mamushianad@dws.gov.za		

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

DEPARTMENT OF WATER AND SANITATION

BID WQ 6990 (WTE)

MANUFACTURE, SUPPLY, DELIVER AND ERECTION OF ROOF STRUCTURES FOR THREE X THREE BEDROOM ACCOMMODATION UNITS AT BOSKOP DAM

1. INSTRUCTIONS TO BIDDERS

CONTENTS

1. Issuing of documents
2. Queries with respect to this bid
3. Completion of Bids
4. Submission of Bids
5. Signature on Bids
6. General Conditions of Contract
7. Form SBD 1
8. Preference Points
9. Bids to comply with documents
10. Telegraphic bids
11. The Department's right to decline any bid
12. Department is not liable for bidder's expenses
13. Payments made under this contract
14. Prequalification Criteria in terms of Regulation 4 of the Preferential Procurement Regulations, 2017 (Not applicable)
15. Evaluation Criteria
16. Rejection of bids
17. Results of bids

INSTRUCTIONS TO BIDDERS

1. ISSUING OF DOCUMENTS

(a) A document is issued to a prospective Bidder. These documents are obtainable at the following address

2st Floor Praetor Forum Building (Security Desk)
267 Lillian ngoyi streets, Pretoria 0001

Tel.: 012 741 7343

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

2. QUERIES WITH RESPECT TO THIS BID

Queries of a specific technical nature may be discussed personally or telephonically with Mr **Charles Mokone**, telephone (018) 294 9321 or may be directed in writing to: The Director: NWRI: Central Operations DEPARTMENT OF WATER AND SANITATION, Private Bag x 268 Pretoria 0001

3. COMPLETION OF BIDS

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

4. SUBMISSION OF BIDS

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

"ORIGINAL BID FOR BID W 0000 (WTE): FOR MANUFACTURE, SUPPLY, DELIVER AND ERECTION OF A ROOF STRUCTURE FOR THE WATER CONTROL OFFICE AT POTCHEFSTROOM"

and the name of the Bidder shall be clearly shown.

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

5. SIGNATURE ON BIDS

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

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

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

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

6. GENERAL CONDITIONS OF CONTRACT

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

7. FORM SBD 1

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

8. PREFERENCE FOR EQUITY OWNERSHIP

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

NOTICE TO ALL POTENTIAL BIDDERS

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

9. BIDDERS TO COMPLY WITH DOCUMENTS

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

10. TELEGRAPHIC BIDS

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

11. THE DEPARTMENT'S RIGHT TO DECLINE ANY BID

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

12. DEPARTMENT NOT LIABLE FOR BIDDER'S EXPENSES

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

13. PAYMENTS UNDER THE CONTRACT

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

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

14. EVALUATION CRITERIA

Bids will be evaluated in accordance with the new Preferential Procurement Regulations, 2017, using 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000). The lowest acceptable bid will score 80 points for price and a maximum of 20 points will be awarded for attaining the Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution. Bids received will be evaluated on the three (3) phases namely **Administrative Compliance, Technical compliance and Price and Preference Points Claimed.**

The evaluation committee will be following a phased approach during evaluation

Phase 1

ADMINISTRATIVE COMPLIANCE

Bidders are required to complete and submit the following documents which should form part of the bid submitted by closing date. It should be noted that, in cases whereby the price quoted on SBD 1 differs from the one on SBD 3.1; the price on the SBD 3.1 will be considered as correct.

- a) Tax Compliant with SARS. To be verified through Central Supplier Database on the day of evaluation
- b) Completion of pricing schedule (SBD 3.1)
- c) Completion of Bill of quantity
- d) Completion, signing and submission of standard bidding document (SBD 1 ,SBD 4, SBD 6.1,SBD 8,SBD 9)
- e) Company must be registered on Central Supplier Database and comply with all requirements thereof.
- f) Attach certified copies of Identity Documents of the directors

Phase 2:

MANDATORY COMPLIANCE

Omission to comply/ submit the listed document, will render your bid non-responsive and will not be considered for the next evaluation phase

- a) Company must be registered on the central supplier database (CSD) ,comply with all the requirements and provide CSD number on the enclosed SBD
- b) Attach a certified COIDA Certificate OR letter for bidding purpose obtained from Department of Labour /Compensation
- c) Attendance of Compulsory briefing session
- d) Non Tax Compliant with SARS as per latest CSD report will result in disqualification
- e) Proof of similar work (3 Contactable references)
- f) Minimum required CIDB Grading 2CE OR 2GB

PHASE 3

TECHNICAL COMPLIANCE

Bids must be in response to the attached specification

Indicate with an X comply or not comply)

COMPLY	NOT COMPLY

Phase 4

EVALUATION OF PRICE AND PREFERENCE POINTS CLAIMED AS SET OUT IN SBD 6.1

B-BBEE Points

Bidders should note that, points may be claimed for B-BBEE in terms of the preferential procurement Regulation, 2017. Such claim should be accompanied by either an **Original SANAS** accredited certificate or a **certified copy** of such a certificate to qualify for the points, **sworn affidavit will be accepted.**

15. REJECTION OF BID

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

16. RESULTS OF BIDS

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

DEPARTMENT OF WATER AND SANITATION

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**MANUFACTURE, SUPPLY, DELIVER AND ERECTION OF ROOF STRUCTURES FOR THREE X THREE
BEDROOM ACCOMMODATION UNITS AT BOSKOP DAM**

SECTION 2: CONDITIONS OF CONTRACT

CONTENTS

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

CONDITIONS OF CONTRACT

A. GENERAL CONDITIONS OF CONTRACT

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

B. SPECIAL CONDITIONS OF CONTRACT

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

***Delete which are not applicable**

1. Is the offer strictly in accordance with the conditions and specifications?

*YES / NO

If not in accordance with the specification, furnish the deviations.

2. Period required for commencement with service after receipt of order.

3. Are you registered in terms of section 23(1) or 23(3) of the value Added Tax Act, 1991 (Act no 89 of 1991)?

*YES / NO

If so, state your VAT registration number.

4. Is the bid price firm for the duration of the contract period?

*YES / NO

5. **The Department of Water and Sanitation will not entertain any claims for non-firm price increases claimed at a later state. No exception will be made in this regard.**

*Comply / Not Comply

TAKE NOTE
TAKE NOTE

DEPARTMENT OF WATER & SANITATION

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SECTION 3: SPECIFICATIONS

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1. Conditions
2. Service
3. Standard Specifications
4. Scope of Contract
5. Programme of Works
6. Payment
7. Road Conditions and Distance
8. Bidders vehicles
9. Cost
10. Delivery
11. Delivery Period
12. Penalty for late delivery
13. Bid Price and delivery periods
14. Preference
15. Technical Information
16. Evaluation Criteria

NOTE:

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

SPECIFICATION

Comply / Not Comply

1. CONDITIONS

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

2. MANUFACTURER OF PRODUCT

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

*Comply / Not Comply

3. CIDB REGISTRATION

The contractor must be registered at the CIDB and must have A CIDB classification of at least 2CE or 2GB.

The contractor's proof of CIDB registration shall be submitted with the bid document at closure of the Bid.
Failure to comply with the above will invalidate your Bid

Comply / Not Comply

4. SPECIFICATIONS AND TECHNICAL NOTES

4.1 Dimensions

All final dimensions are to be checked on site and any discrepancies are to be reported to the Site Agent and **resolved** before construction will commence.

Comply / Not Comply

Any cost incurred due to discrepancies not resolved with the Site Agent prior to manufacturing will be the responsibility of the successful bidder.

Comply / Not Comply

It is thus recommended that a site inspection between the successful bidder and the Department (Site Manager / Agent) be conducted prior manufacturing.

Comply / Not Comply

4.2 Prefabricated Timber Roof Trusses

Roof trusses are to be minimum 114mm x 38mm Grade 6 SA Pine Timber Roof Trusses or approved Prefabricated Timber Trusses as per the engineering design at a maximum c/c spacing of 1 200mm, and must conform to requirements of SANS 10400 Part L. The roof truss to be a **Howie** type truss. **All trusses and other timber must be painted entirely with carbolineum or similar product before being hoisted onto walls.** Gang nailed roof trusses must be constructed and erected complete, including timber purlins, along with minimum 76mm x 38mm wall plates and bracing. The overhang should be 600 mm measured perpendicular to the wall. If wall ties do not align with trusses, extra members of same size as top chords should be installed along wall plates. Additional trusses should be included to ensure spacing against both sides of a firewall, not more than 100mm from the firewall on either side. Trusses against a gable should be spaced no more than 100mm from the gable.

Comply / Not Comply

4.3 Roof Cladding

GRS Klip Tite Galvanized Z200, Chromadek steel roof sheeting, painted on one side with Kalahari Red color (C1S "K/Red"),

Comply / Not Comply

Comply / Not Comply

minimum 0.58mm thickness, at a 26 deg. pitch. Using a minimum 75mm x 50mm Purlins. Maximum linear spacing of purlins @ 1150mm c/c. isolation 405 RSA. Supported by 2mm Galv. Straining wires @ 300 mm centres, installed by a specialist in roof structures. A roof overhang of 600mm around the building is required, Refer to the attached drawings for clarity. Including all accessories to fasten (e.g. hurricane clips, rivets, galvanized clout nails, etc.).

4.4 Fascia

Pressed Fibre Cement Barge Board, size – 3000mm x 225mm Wide x 12mm thick. Exact Length to be measured on site. Fixed to minimum 110 x 25mm filter battens and twice screwed with 12 x 50mm copper screws with Bonded Washers and fascia joining plate between boards and H-profile fascia corner joiners at board ends. Including all accessories (e.g. gable trims, barge board covers, etc.).

Comply / Not Comply

4.5 Waterproofing

Ridge flashing and barge flashing with minimum thickness of 0.58 mm, Galvanized Z200, Chromadeck painted on one side with Kalahari Red color (C1S "K/Red"). Including all accessories to fasten (e.g. angle ridges, angle hip caps, square ridges, etc.).

Comply / Not Comply

5. The following certificates will be required and must be submitted with the bid document:

Comply / Not Comply

- The bidder must submit proof that he/she is at least 2CE or 2GB graded at the CIDB,

Comply / Not Comply

Failure to submit the above mentioned document/s will invalidate the bid.

TAKE NOTE

The following certificates will be required on completion of the contract:

- Engineers Certificate
- On completion of the contract a Roofing Compliance Certificate, in accordance with the requirements of clause A19 of the National Building Regulations and Section 14 (2) A of the National Building Regulations and Building Standards Act, must be submitted by an approved inspection authority. **The Engineer appointed by the Contractor must inspect and approve the superstructure before Sisalation and roof cladding may be installed, and again after completion of the roof structure.**

Comply / Not Comply

Payment will only be processed once the certificates are submitted.

TAKE NOTE

6. SITE

The following roof is required:

Boskop Dam:

- 3 x Three-bedroom building (approx. 251 m² roofing per building)

Comply / Not Comply

7. **PROGRAMME AND CONSTRUCTION PERIOD**

According to the construction program, the roofing is scheduled to commence on [REDACTED]. The subcontractor is then required to schedule the erection of roof during this period and should not exceed 45 working days for the works.

*Comply / Not Comply

The contractor must submit the proposed work programme before the work commences.

8. **OCCUPATIONAL HEALTH AND SAFETY**

As the contractor you shall at all times, whilst on site, comply with the Occupational Health and Safety Act (No 85 of 1993) and the new construction regulation as implemented on 18 July 2003 with particular reference to your hazard identification plan, health and safety plan and specification pertaining to your sub-contract as amended from time to time and the regulation there under.

*Comply / Not Comply

An approved Health and Safety file must be present on site before construction commences. This must be presented to and approved by the safety officer of DWS: Construction East during induction training.

*Comply / Not Comply

You shall abide by the requirements of the contractor against any loss, claims or damages arising out of any breach by yourself of such act or regulation.

*Comply / Not Comply

Induction training will be provided by DWS: Construction East on site and has to be completed before construction work commences.

*Comply / Not Comply

The successful bidder must provide his employees with the required PPE prior to commencing with construction work.

*Comply / Not Comply

Acceptance of this subcontract Bid order will constitute acceptance of this clause as well as the acceptance of your obligation of delegation of responsible person on site.

*Comply / Not Comply

Proof of your good standing with workmen's compensation must be provided to our office prior to your commencement on site, failing which will affect any required cover on your behalf or invalidate your bid.

*Comply / Not Comply

9. **GENERAL NOTES**

Transportation to site entails the off-loading, site storage and erection on site.

*Comply / Not Comply

All the materials shall be properly stacked on the building under construction.

*Comply / Not Comply

All site inspections must be approved by the Site Agent prior to the intended visit.

*Comply / Not Comply

The successful bidder shall leave the completed work and work area in a clean and tidy condition to the satisfaction of the DWS: Construction East immediately after completion of each portion of the work and shall remove and cart all rubbish, waste and excess material resulting from the subcontract work to an area designated by the Department's representative on site.

*Comply / Not Comply

Comply / Not Comply

Failure to remove rubbish and waste will result in the Department of Water and Sanitation doing so on your behalf and the cost thereof shall be set off against monies due to you. This cost will include but will not be limited to the cost of labour and plant. Periodic housekeeping must be carried out. If in the Department's opinion your work area is not being kept clean, the Department reserves the right to clear it up at your expense.

*Comply / Not Comply

10. QUANTITIES

All quantities will be according to Bill of Quantities.

TAKE NOTE

11. ROAD CONDITIONS AND DISTANCE

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

TAKE NOTE

12. BIDDER'S VEHICLES

The Department will have the right to instruct the successful Bidder to repair or replace a vehicle which is considered unsuitable for the transporting of materials. Overloading of vehicles in terms of the Road Traffic Act will not be permitted.

TAKE NOTE

13. COSTS

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

TAKE NOTE

14. SPECIFICATIONS / DETAIL OF OFFER / PRICING SCHEDULE

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

TAKE NOTE

15. PROJECT SPECIFICATIONS

Delivery is to be done during working hours (unless otherwise specified):

07h00 to 15h00.

but not on the following days or periods:

- I. Friday 14:00 to Mondays 07h00
- II. The last Friday of each month
- III. All public holidays

TAKE NOTE

After hours, the security company on site will not accept delivery of Department of Water and Sanitation goods. The security Company on site will not take responsibility for loss or damage of any material stored under their supervision on site.

Defected goods will not be accepted.

16. PAYMENT

The tendered price will be firm.

TAKE NOTE

An invoice can be presented to DWS after inspection by DWS has been conducted. Payment will then be done within 30 days after

TAKE NOTE

Comply / Not Comply

receiving of the invoice by depositing the payment directly into the bank account of the successful bidder. No cash payment or cheque payment will be done.

17. BID PRICE AND DELIVER/SUPPLY PERIODS

All-inclusive bid prices are required. Firm bid prices and deliver/supply periods must be given.

Comply / Not Comply

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

Comply / Not Comply

- (a) VAT,
- (b) Any levy related to customs and excise (written proof must be given)

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

Comply / Not Comply

Expressions such as "soonest" or "earliest" or deliver/supply periods which are unspecified are not acceptable.

Comply / Not Comply

Therewith I, _____ (Bidder's Name) declare that I have read, completed and understood the above specifications.

BIDDER'S SIGNATURE

DEPARTMENT OF WATER AND SANITATION

BID WQ 6990 (WTE)

**MANUFACTURE, SUPPLY, DELIVER AND ERECTION OF ROOF STRUCTURES FOR THREE X THREE
BEDROOM ACCOMMODATION UNITS AT BOSKOP DAM**

SECTION 4: SBD 3.1 – PRICING SCHEDULE

CONTENTS

PREAMBLE TO THE SBD 3.1 – PRICING SCHEDULE

SBD 3.1 – PRICING SCHEDULE

PREAMBLE TO THE SBD 3.1 – PRICING SCHEDULE

1. GENERAL

The SBD 3.1 forms part of the Contract Documents and must be read and priced in conjunction with all the other documents which include the Conditions of Contract and all other Specifications in the bid document.

2. QUANTITIES REFLECTED IN THE PRICING SCHEDULE

The quantities given in the SBD 3.1 can be subject to change. The Department reserves the right to purchase a lesser/higher quantity as indicated in the SBD 3.1

The validity of the contract will in no way be affected by differences between the quantities in the SBD 3.1 and the quantities finally certified for payment.

3. PRICING OF THE SCHEDULE

The rates to be filled in the SBD 3.1 should include all costs. The Total Bid Price quoted in the SBD 3.1 shall be in Rand and shall include VAT.

4. CORRECTION OF ENTRIES

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

**PRICING SCHEDULE
(Firm Price)**

BID WQ 6990 (WTE)

PRICING SCHEDULE FOR MANUFACTURE, SUPPLY, DELIVER AND ERECTION OF ROOF STRUCTURES FOR THREE X THREE BEDROOM ACCOMMODATION UNITS AT BOSKOP DAM

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

CLOSING TIME 11:00 ON: BID NO.: WQ 6990 (WTE)

NAME OF BIDDER:

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

ITEM	DESCRIPTION	QTY	UNIT PRICE	AMOUNT R c
1.	<p>At Boskop Dam Trusses, Sisalation, & Roof Sheeting: Roof trusses conforming to requirements of SANS 10400 Part L. GRS Klip-Tite Galvanized Z200, Chromadeck C1S "K/Red" steel roof sheeting, minimum 0.58mm thickness, including purlins, sisalation, and all fastening accessories.</p> <p><i>Three Bedroom Building (258 m² per building)</i></p> <p><i>Material</i></p>	3 bdg.	R.....	R.....
2.	<p>Cost for erection of roofs</p> <p><i>Labour</i></p>	3 bdg.	R.....	R.....
3.	<p>Fascia Boards & Fixtures 225mm x 12mm x 3.0m fascia boards</p>	195 m	R.....	R.....
4.	<p>Waterproofing Ridge flashing and sidewall flashings. Galvanized Z200, Chromadeck C1S "K/Red"</p>	Sum	R.....	R.....
5.	<p>Transportation of materials to Site Boskop Dam</p>	Sum	R.....	R.....
6.	<p>Other Costs (state):</p> <p>1. Engineers Certificate</p>	Sum	R.....	R.....
	<p>2. Occupational Health & Safety file</p>	Sum	R.....	R.....

See attached drawings for details.
All work requiring pricing should be labelled on this price quotation.

SUB TOTAL:	R.....
14% VAT:	R.....
**TOTAL BID PRICE:	R.....

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

Required by: Mooirivier GWS

At (Place of delivery): Boskop Dam (-26.5711166° ; 27.1176371°)

Delivery basis. See note hereunder To Site

Period required for delivery after receipt of order: According to the construction program, the roof is scheduled to commence on [REDACTED], the subcontractor is then required to schedule the erection of roof during this period and should not exceed 45 days for the works.

Delivery period: *FIRM / NOT FIRM

Is the price firm? *YES / NO

Are you a manufacturer of the items offered by you? *YES / NO

Do you have a CIDB rating and what is it? _____

Does the item offered comply with any recognised Standards body, e.g. SABS? * YES / NO

If so furnish valid certificate to this end *ATTACHED / NOT ATTACHED

Is offer strictly to specification? *YES / NO

If not to specification, state deviation(s) _____

Is all the relevant information filled in completed in the "Details of Offer" under Section 3 of the bid document *YES / NO

***Delete which are not applicable**

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

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

Contact persons:

Any enquiries regarding bidding procedures may be directed to:

David Mamushiana

Tel: (012) 741 7343
Email: mamushianad@dws.gov.za
Address: Office 209 2nd Floor Praetor Forum Building
267 Lillian Ngoyi Street
Pretoria
0001

Any enquiries regarding technical or site information may be directed to either:

Nellis Swiegelaar

Cell: 082 804 2842
Tel:
Email: nellis.swieg@gmail.com
Address: Office 17, DWS Potchefstroom Area Office
126 Chris Hani Street
Potchefstroom
2520

Simlindile Msayi

Tel: (018) 294 9310
Email: msayis@dws.gov.za
Address: Office 13, DWS Potchefstroom Area Office
126 Chris Hani Street
Potchefstroom
2520

Charles Mokone

Tel: (018) 294 9321
Email: mokonec@dws.gov.za
Address: Office 14, DWS Potchefstroom Area Office
126 Chris Hani Street
Potchefstroom
2520



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

This template must be completed by the all suppliers and returned together with all the quotation documents.

QUOTATION / BIDNUMBER		
DESCRIPTION OF GOODS /SERVICE		
NAME OF SUPPLIER		
QUOTATION / BID AMOUNT		
BBBEE LEVEL		
COMPANY'S COMPOSITION OF DISTANCE		
	% OWNERSHIP	TOTAL NUMBER OF: OWNERS/SHAREHOLDER/DIRECTORS
% of Black ownership		
% of Black People who are youth		
% of Black People who are black women		
% of Black People with Disability		
% of Black People living in rural underdeveloped areas or township		
% Cooperative owned by black people		
% of Black people who are military veterans		
SME STATUS (eg. EME, QSE or LARGE/GENERIC)		

Name:.....

Position:.....

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

Please note that this information is for reporting purposes only, and will not prejudice the company in anyway nor will it be considered as an evaluation tool.

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, 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 a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

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.

¹"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.

²"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 attached 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

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

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, 2017.

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 R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 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

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 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 or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
Black people	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 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 contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, 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 contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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 BIDDERS(S)

DATE:

ADDRESS

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (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).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

J365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

SBD 9

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

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

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

SBD 9

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 consortium² 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.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

ANNEXURE 7

DEPARTMENT OF WATER AND SANITATION

INSTRUCTIONS TO BIDDERS: PURCHASES

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

ANNEXURE 7

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

ANNEXURE 7

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

Special Conditions of Bid: Purchases

July 2004

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which, have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 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. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

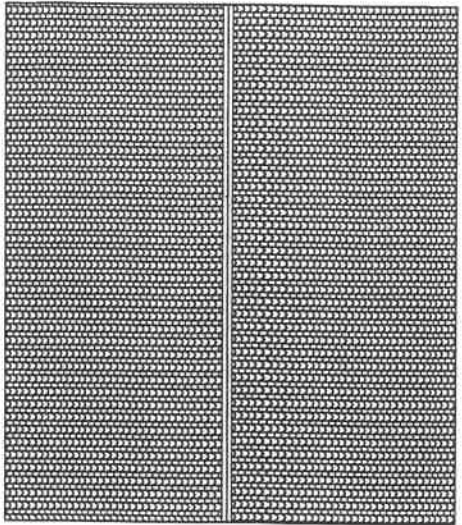
28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme**
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

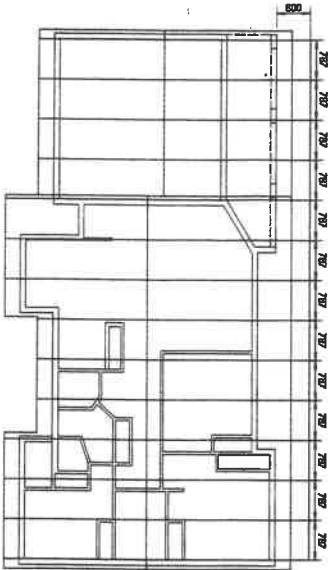
34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the 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.

Js General Conditions of Contract (revised July 2010)



ROOF COVERING PLAN

SCALE 1:50

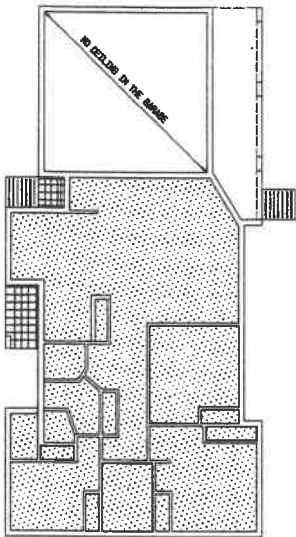


ROOF TRUSS ELEVATION

SCALE 1:25

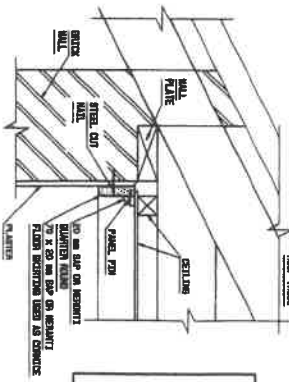
CELLING:
SYSTEM OF TYPE SPECIFIC PANELS WITH METAL
FRAMING TO BE INSTALLED IN ACCORDANCE WITH THE
MANUFACTURER'S INSTRUCTIONS AND TO BE MAINTAINED TO
THE MANUFACTURER'S RECOMMENDATIONS TO MAINTAIN
THE SYSTEM'S PERFORMANCE AND TO MAINTAIN THE
FIRE RATING OF THE SYSTEM.

SHEET METAL CORRUGATED ROOFING:
SHEET METAL CORRUGATED ROOFING TO BE INSTALLED IN
ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS
AND TO BE MAINTAINED TO THE MANUFACTURER'S
RECOMMENDATIONS TO MAINTAIN THE SYSTEM'S
PERFORMANCE AND TO MAINTAIN THE FIRE RATING OF
THE SYSTEM.



CEILING PLAN LAYOUT

SCALE 1:50



DETAIL I: CEILING CORNICE

SCALE 1:16

NOTE:
THE ROOF STRUCTURE SHALL BE BRACED AND STIFFENED TO RESIST LATERAL-TORSIONAL BUCKLING AND OVERSTRESSING. WHEN USING PRE-FABRICATED TRUSSES, BRACING SYSTEMS SHALL BE SUBMITTED BY THE SUBMITTER FOR REVIEW BY THE ARCHITECT. THE SUBMITTER SHALL BE RESPONSIBLE FOR THE DESIGN OF A BRACING SYSTEM.

NOTE:
FOR ALL OTHER CORNICE DETAILS, GUTTERS, FACIADS, GUTTERS, ETC. SEE BUILDING SECTION AND CONSULT SPECIFICATIONS.

NOTE:
ALL TRUSS SHALL BE BOLTED AND WELDED. TRUSS SHALL BE NOT CORRODED GALVANIZED STEEL OR ALUMINUM. TRUSS SHALL BE NOT CORRODED GALVANIZED STEEL OR ALUMINUM. TRUSS SHALL BE NOT CORRODED GALVANIZED STEEL OR ALUMINUM. TRUSS SHALL BE NOT CORRODED GALVANIZED STEEL OR ALUMINUM.

NOTE:
CEILING CORNICE SHALL BE SUBMITTED TO THE ARCHITECT FOR REVIEW AND APPROVAL. THE SUBMITTER SHALL BE RESPONSIBLE FOR THE DESIGN OF A BRACING SYSTEM. THE SUBMITTER SHALL BE RESPONSIBLE FOR THE DESIGN OF A BRACING SYSTEM. THE SUBMITTER SHALL BE RESPONSIBLE FOR THE DESIGN OF A BRACING SYSTEM.

NO.	DESCRIPTION	QTY	UNIT	PRICE
210	CEILING CORNICE	172	EA	42415
211	CEILING CORNICE	172	EA	42415
212	CEILING CORNICE	172	EA	42415
213	CEILING CORNICE	172	EA	42415
214	CEILING CORNICE	172	EA	42415
215	CEILING CORNICE	172	EA	42415
216	CEILING CORNICE	172	EA	42415
217	CEILING CORNICE	172	EA	42415
218	CEILING CORNICE	172	EA	42415
219	CEILING CORNICE	172	EA	42415
220	CEILING CORNICE	172	EA	42415

NO.	DATE	REVISION	BY	CHK

DEPARTMENTAL HOUSING POLICY
DMS REGIONAL, DAM OR GMS
TYPE DRAWING
FLAT: THREE BEDROOM WITH GARAGE (TYPE F-3P+G)
ROOF & CEILING PLAN

DESIGNED BY	DATE	SCALE	PROJECT NO.

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
GENERAL BUILDING DIVISION
100 PRINCE GEORGE STREET
OTTAWA ONTARIO K1P 6K6
TEL: (613) 993-9200

HEAD OFFICE
DEPT. CHIEF CLERK
DEPT. CHIEF CLERK
DEPT. CHIEF CLERK

REGIONAL OFFICES
REGIONAL CHIEF CLERK
REGIONAL CHIEF CLERK
REGIONAL CHIEF CLERK

DESIGNED BY: J. M. VAN ECKE
DATE: 1972
SCALE: 1/8" = 1'-0"

PROJECT NO.: 172 430/15
FLAT: THREE BEDROOM WITH GARAGE (TYPE F-3P+G)
ROOF & CEILING PLAN

