



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

DUE AT 11:00 ON

(07 MAY 2019)

DWS08-0319 (WTE)

**THE SUPPLY AND DELIVERY OF BULK PULVERIZED FLY ASH (PFA) TO THE
DEPARTMENT OF WATER AND SANITATION, CLANWILLIAM DAM FOR 48
MONTHS**

SUBMIT BID DOCUMENTS TO:

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

OR

TO BE DEPOSITED IN:
THE BID BOX AT THE ENTRANCE
OF ZWAMADAKA BUILDING
157 FRANCIS BAARD STREET
PRETORIA, 0001

Compulsory briefing session

Date: 15 April 2019

Time: 13:00

Venue: Clanwilliam dam site

BIDDER: (Company Address OR Stamp)

COMPILED BY: CONSTRUCTION

DEPARTMENT OF WATER AND SANITATION

DWS08-0319 (WTE)

THE SUPPLY AND DELIVERY OF BULK PULVERIZED FLY ASH (PFA) TO THE DEPARTMENT OF WATER AND SANITATION, CLANWILLIAM DAM FOR 48 MONTHS

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- Preference points claim in terms of the preferential procurement regulation, 2017 (SBD 6.1)**
- Instructions to bidders: purchases (ANNEXURE 7)**
- Declaration of bidders past supply chain management practices (SBD 8)**
- Certificate of independent bid determination (SBD 9)**

T2.2 DOCUMENTS TO BE SUBMITTED

- (a) Schedules to be submitted:**
 - Schedules of similar work undertaken (Supply and delivery of bulk fly ash)
 - Schedule of proposed Sub-Contractors
 - Amendments proposed by tenderer
- (b) Verification documentation to be submitted to confirm 30% sub-contracting**
 - B-BBEE Status Level Verification Certificate
 - Sub-Contractor Status Verification / Valid Sworn Affidavit
 - Pro-forma sub-contracting agreement signed by both parties
- (c) Additional Documentation to be submitted**
 - A copy of the "Letter from the Manufacturer" confirming the supply arrangement
 - A copy of SANS Certificate of Compliance to Standard

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DEPARTMENT OF WATER AND SANITATION

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WATER AND SANITATION, CLANWILLIAM DAM FOR 48 MONTHS**

T1. TENDERING PROCEDURES

T1.1PART A: INVITATION TO BID

T1.2 PART B: TERMS AND CONDITIONS FOR BIDDING

T1.3 CONDITIONS OF TENDER

T1.1 PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER: DWS08-0319 (WTE) CLOSING DATE: 07 MAY 2019 CLOSING TIME: 11:00

DESCRIPTION THE SUPPLY AND DELIVERY OF BULK PULVERIZED FLY ASH (PFA) TO THE DEPARTMENT OF WATER AND SANITATION, CLANWILLIAM DAM FOR 48 MONTHS

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

THE BID BOX AT THE ENTRANCE

OF ZWAMADAKA BUILDING

157 FRANCIS BAARD STREET, PRETORIA, 0001

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Bid Office	CONTACT PERSON	I Arendse
TELEPHONE NUMBER	012 336 7596/7066/6544/7780/6562	TELEPHONE NUMBER	021 8720591
FACSIMILE NUMBER		FACSIMILE NUMBER	021 8720594
E-MAIL ADDRESS	bidenquirieswte@dws.gov.za	E-MAIL ADDRESS	Arendsei@dws.gov.za

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			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

[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 [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

T1.2 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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. 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 SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILEING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / 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.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

DEPARTMENT OF WATER AND SANITATION

DWS08-0319 (WTE)

THE SUPPLY AND DELIVERY OF BULK PULVERIZED FLY ASH (PFA) TO THE DEPARTMENT OF WATER AND SANITATION, CLANWILLIAM DAM FOR 48 MONTHS

T1.3 CONDITIONS OF TENDER

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2. Queries with respect to this bid
3. Eligibility
4. Completion of Bids
5. Submission of Bids
6. Signature on Bids
7. Telegraphic Bids
8. The Department's right to decline any bid
9. Department is not liable for bidder's expenses
10. Evaluation Criteria
11. Rejection of bids
12. Results of Bids

T1.3 CONDITIONS OF TENDER

1. ISSUING OF DOCUMENTS

- (a) A complete sets of bid documents are issued to a prospective Bidder. These documents are available from the DWS website and e-Tender portal.
- (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.
- (e) Each page of the completed document that will be submitted should be initialised by the Bidder at the bottom of the page.

2. QUERIES WITH RESPECT TO THIS BID

Queries of a specific technical nature may be discussed personally or telephonically with I Arendse, Telephone 021 872 0591 or may be directed in writing to: **The Director: Construction Management Support, Department of Water and Sanitation, Private Bag X 323, Pretoria, 0001.**

3. ELIGIBILITY

- An Entity is not eligible to submit a bid if:
- (a) the bidder does not comply with the legal requirements of the Department's Procurement as stated in paragraph 10.
 - (b) the Entity submitting the bid is under restrictions or has principals who are under restriction to participate in the Department's procurement due to corrupt or fraudulent practices;
 - (c) the Bidder does not have the legal capacity to enter into the contract;
 - (d) the Entity submitting the bid is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;
 - (e) the Bidder cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
 - (f) the Bidder cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract;
 - (g) the Bidder has failed to perform on any previous contract and has been given a written notice to this effect;
 - (h) the Bidder or a competent authorized representative of the Entity who submitted the tender has not attended the compulsory clarification meeting or site inspection if applicable;
 - (i) the bid offer is not signed by a person authorized to sign on behalf of the Bidder,

- (i) more than one bid has been submitted by a Bidder. Each Bidder shall submit only one bid for the same project, either individually as a Bidder or as a partner in a joint venture. No Entity can be a subcontractor while submitting a bid individually or as a partner of a joint venture in the same bidding process. An Entity, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity. A Bidder who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.

4. COMPLETION OF BIDS

- (a) The bid must be signed on Part A Invitation to Bid form (SBD 1) with all blanks filled in Part A Invitation to Bid and Part B Terms and Conditions for Bidding.
- (b) All forms and schedules as per section T2.1 shall be completed in full. The documents as per section T2.2 shall be submitted.
- (c) **The Pricing Schedule in Section C3 of the bid document 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.
- (e) Each page of the completed document that will be submitted should be initialled by the Bidder at the bottom of the page.
- (f) Not make any alterations or additions to the bid documents, except to comply with instructions issued by the Department, or necessary to correct errors made by the Bidder. All signatories to the bid offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

- (g) Submit alternative bid offers only if a main bid offer, strictly in accordance with all the requirements of the bid documents, is also submitted. The alternative bid offer is to be submitted with the main bid offer together with a schedule that compares the requirements of the bid documents with the alternative requirements the Bidder proposes.

5. SUBMISSION OF BIDS

The Bid Document shall be completed, signed and submitted as follows:

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

"ORIGINAL DWS08-0319 (WTE) FOR BID: THE SUPPLY AND DELIVERY OF BULK PULVERIZED FLY ASH (PFA) TO THE DEPARTMENT OF WATER AND SANITATION, CLANWILLIAM DAM FOR 48 MONTHS

and the name of the Bidder shall be clearly shown

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

6. SIGNATURE ON BIDS

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, will be applicable only to the recommended bidders. **Failure to do so will invalidate 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 notarial 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.

7. TELEGRAPHIC BIDS

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

8. THE DEPARTMENTS RIGHT TO DECLINE ANY BID

The Department may accept or decline any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Department shall not accept or incur any liability to a tenderer for such cancellation and decline. The Department does not bind itself to accept the lowest or any bid.

9. DEPARTMENT NOT LIABLE FOR BIDDER'S EXPENSES

The Department will not be held liable for any expenses incurred in preparing and submitting bids, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

10. EVALUATION CRITERIA

Bids will be evaluated in accordance with the new Preferential Procurement Regulations, 2017, using 90/10 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPFA, Act 5 of 2000). The lowest acceptable bid will score 90 points for price and a maximum of 10 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 four (4) phases namely **Compulsory subcontracting, Administrative and mandatory requirements, Technical Evaluation and Specification Compliance and Price and Preference Points Claimed.**

Phase 1:

Compulsory subcontracting

Preferential procurement regulations 2017, regulation 9

To give effect to the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act (Act No 5 of 2000), the prequalification criteria in terms of regulation 9 will be applicable.

Only Bidders who do have a 30 % sub-contracting agreement to an 51 % black owned EME or QSE will be considered for this bid. Verification documentation to be submitted to confirm 30% sub-contracting compliance requirements (failure to submit the supporting documents, the Bidder will be disqualified):

- Sub-Contractor's Valid Sworn Affidavit or B-BBEE Status Level Verification Certificate
- The Sub-contractor's proof of Central Supplier Database registration.
- Tax compliant with SARS (to be verified through CSD and SARS). Attach a copy of Tax Clearance certificate and PIN.
- Pro-forma sub-contracting agreement signed by both parties

**Phase 2:
Administrative Compliance:**

Bidders are required to comply with the following listed below: - Failure to submit any of the documents may render your bid non responsive and will be disqualified.

No	Criteria	Yes	No
1	Companies must be registered with National Treasury's Central Supplier Database. Provide MAAA number on SBD1		
2	Tax compliant with SARS (to be verified through CSD and SARS). Attach a copy of Tax Clearance certificate and PIN.		
3	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach copy of CIPC / CIPRO certificate.		
4	The Bid must be signed by a director of the company or a duly authorised person and proof of such authority must be submitted with the bid.		
5	Complete, sign, submit SBD 1, SBD 3.2, SBD 4, SBD 6.1, SBD 8, SBD 9		
6	Valid Sworn Affidavit or B-BBEE Status Level Verification Certificate of the main bidder – Failure to submit the required documentation will be interpreted to mean that the preference points for the B-BBEE status level of contribution are not claimed.		

Mandatory requirements

Failure to submit any of the documents listed below will render your bid non-responsive and will be disqualified.

Yes - list the relevant documents required on the table below

No	Criteria	Yes	No
1	Attendance of compulsory briefing session		
2	Valid letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993		
3	Certified copy of UIF certificate or letter of good standing		

Phase 3:

Technical Evaluation and Specification Compliance:

The bid will be evaluated using the below criteria. Bids that fails to achieve a minimum score of 47 will not be considered for phase 4 of the evaluation.

NO.	CRITERIA	DELIVERABLES	WEIGHTING/ JUDGEMENT PER CRITERIA	MAXIMUM POINTS
1.	Schedule of Plant	<p>1. A fully completed and signed schedule list of the delivery tankers and capacity that the bidder own or will lease and have for this contract must be provided. The following must be presented on the schedule to be provided:</p> <ul style="list-style-type: none"> • Item description • Type and size • Capacity • Quantity • Year of manufacture • Present financial liability • Owners to provide their registration documents and lessee to provide a letter of intent from the lessor. <p>The amount of product to be delivered ranged between 20 to 650 ton /week therefore at least 5 of 30Ton Tankers will be required at peak. Points allocation will be as follow:</p> <p>6 and more 30 Ton tankers available</p> <p>5 of 30 Ton Tankers available</p> <p>4 of 30 Ton Tankers available</p> <p>3 of 30 Ton Tankers available</p>	<p>10</p> <p>7</p> <p>5</p> <p>3</p>	Total for criteria 10
2.	Past Experience	<p>1. Contactable reference (description of the project, period of the contract, contract amount and project manager for reference)</p> <p>2. Provide a minimum of 3 contactable references of clients for which bulk supply and delivery of cement where done.</p> <p>3. Bidders must submit signed reference letter(s) from previous clients/employer.</p> <p>4. Note that only completed projects will be accepted for evaluation.</p> <p>Reference letter(s) must indicate any of the above listed projects completed by the bidder. Points allocation will be as follow:</p> <p>The weight that will be allocated to each criterion will be as follows: <i>The weight that will be allocated to each criterion will be as follows:</i></p> <p><i>Values: 1= Poor; 2=Average; 3=Good; 4=Very Good; 5=Excellent, where bidder omitted to attached the required document no points will be allocated, therefore the bidder will obtain 0 or Zero.</i></p> <p>6 Completed bulk supply projects</p> <p>5 Completed bulk supply projects</p> <p>4 Completed bulk supply projects</p> <p>3 Completed bulk supply projects</p> <p>2 Completed bulk supply projects</p> <p>Less than 2 Completed bulk supply projects</p>	<p>10</p> <p>8</p> <p>6</p> <p>4</p> <p>3</p> <p>0</p>	Total for criteria 10

NO.	CRITERIA	DELIVERABLES	WEIGHTING/ JUDGEMENT PER CRITERIA	MAXIMUM POINTS
3.	Product Compliance	It is a requirement that the Manufacturer of the product be the same throughout the contract and the Manufacturer do have a SANS certificate. Points will be allocated as follow:	Points will allocated as follow:	Total for criteria 30
		<ul style="list-style-type: none"> A list of all the properties of the FA as listed in paragraph 5.5 of SANS 50450-1:2014 is presented. A copy of the SANS certificate of Compliance to Specification SANS 50450-1:2014 and all its supporting specifications. is presented. 	Yes=15 No=0 Yes=15 No=0	
4.	Quality Management System	<ul style="list-style-type: none"> Provide a sample Compliance SABS certificate that will be provided after every 1000 Tons delivered. 	Yes=10 No= 0	Total for criteria 10
	TOTAL		Max 60 Min 47	

Phase 4:

Preferential Procurement Regulations, 2017 will be applied to evaluate this proposal as per the applicable threshold value.

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.

Proof includes original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their price quotations, to substantiate their B-BBEE rating claims.

Bidders who qualify as EMES or QSEs are only required to submit a sworn affidavit signed by the company representative and attested by a Commissioner of oaths, confirming its annual total revenue and level of Black ownership.

B-BBEE certificate must be a certified copy and it must be valid on or before the closing date of the invitation in order for a bidder to qualify for the points to be claimed.

The original Sworn Affidavit endorsed or signed off by the commissioner of oath must be the original document not a copy and it must be valid on or before the closing date of the invitation in order for a bidder to qualify for the points to be claimed.

In bids where there is Consortia/Joint Ventures, a consolidated valid B-BBEE certificate must be submitted.

NB: A Copy of certified copy of B-BBEE status level contributor certificate will not be accepted.

NB: A Copy of a sworn affidavit will not be accepted.

BIDDERS ARE REQUESTED NOT TO MAKE A COPY OF THE DOCUMENT WHICH HAS ALREADY BEEN CERTIFIED FOR TENDERING PURPOSES!!

11. REJECTION OF BID

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

12. RESULTS OF BIDS

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

DEPARTMENT OF WATER AND SANITATION

DWS08-0319 (WTE)

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T2. FORMS AND SCHEDULES TO BE COMPLETED BY TENDERER

T2.1 FORMS TO BE COMPLETED

Declaration of interest (SBD 4)
Preference points claim in terms of the preferential procurement regulation, 2017 (SBD6.1)
Instructions to bidders: purchases (ANNEXURE 7)
Declaration of bidders past supply chain management practices (SBD 8)
Certificate of independent bid determination (SBD 9)

T2.2 DOCUMENTS TO BE SUBMITTED

- (a) Schedules to be submitted:
 - Schedule of similar work undertaken (Supply and delivery of bulk fly ash)
 - Schedule of proposed Sub-Contractors
 - Amendments proposed by tenderer
- (b) Verification documentation to be submitted to confirm 30% sub-contracting
 - B-BBEE Status Level Verification Certificate
 - Sub-Contractor Status Verification / Valid Sworn Affidavit
 - Pro-forma sub-contracting agreement signed by both parties
- (c) Additional Documentation to be submitted
 - A copy of the "Letter from the Manufacturer" confirming the supply arrangement
 - A copy of SANS Certificate of Compliance to Standard



SBD 4 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 an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

2.1 Full Name of bidder or his or her representative _____

1.2 Identity Number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

1.3 Position occupied in the Company (director, trustee, shareholder², member): _____

1.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: _____

1.5 Tax Reference Number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

1.6 VAT Registration Number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

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

"State" means –

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

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

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

☐ YES

☐ NO

2.7.1 If so, furnish the following particulars:

Name of person/director/trustee shareholder/member:

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

Position occupied in the state institution:

Any other particulars:

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

☐ YES

☐ NO

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

☐ YES

☐ NO

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

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

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

YES

NO

2.8.1 If so, furnish particulars:

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

YES

NO

2.9.1 If so, furnish particulars

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

YES

NO

2.10.1 If so, furnish particulars.

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

YES

NO

2.11.1 If so, furnish particulars:

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

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:
80/20 or **90/10**

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

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

- 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 paragraphs1.4 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 paragraphs1.4 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p>..... SIGNATURE(S) OF BIDDER(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p>
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DEPARTMENT OF WATER AND SANITATION
INSTRUCTIONS TO BIDDERS: PURCHASES

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

ANNEXURE 7

11. Bids received after the closing date and time are late and will as a rule not be accepted for consideration.
12. Bids will be opened in public, that is, bidders or their representatives may be present. If requested by any bidder, the names of bidders and if practical the total amount of each bid and of any alternative bids, will be read aloud.
13. The period for which offers are to remain valid and binding is indicated in the bid documents and is calculated from the closing date on the understanding that offers are to remain in force and binding until the close of business on the last day of the period calculated and if this day falls on a Saturday, Sunday or public holiday, the bid is to remain valid and binding until the close of business on the following working day.
14. These conditions (ANNEXURE 7) form part of the bid and failure to comply therewith may invalidate a bid.
15. Bidders are requested to promote local content optimally. Bidders who use locally manufactured components, products, equipment and systems, must complete the Declaration Certificate for Local Production and Content Form (SBD 6.2), if attached.
16. After public opening of bids, information relating to the examination, clarification and evaluation of bids and recommendations concerning awards will not be disclosed to bidders or other persons not officially concerned with the process, until the successful bidder is notified of the award. The bid documentation of bidders is considered to be confidential and will under no circumstances be made available to other bidders or other persons.
17. If you are a supplier but not the actual manufacturer and will be sourcing the product(s) from another company, a letter from that company(ies)/supplier(s) confirming firm supply arrangement(s) in this regard, has to accompany your bid and failure to submit the document may invalidate your bid.
- 17.1 The said company/supplier must confirm that it has familiarised itself with the item description, specifications and bid conditions and if the bid consist of more than one item it should be clearly indicated in respect of which item(s) the supportive letter has been issued.
18. The financial standing of bidders and their ability to manufacture or to supply goods or to render a service may be examined before their bids are considered for acceptance.
19. The Department may, where a bid relates to more than one item, accept such bid in respect of any specific item or items and also accept part of the specified quantity of any specific item or items.
20. The Department is not obliged to accept any bid. The evaluation of a bid will be done in accordance with the Preferential Procurement Policy Framework Act, 2000 (Act no. 5 of 2000) and its regulations.

ANNEXURE 7

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

21.1 Failure of the successful bidder to sign the Contract Form in ink may result in the invalidation of their bid.



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

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

Item	Question	Yes	No
4.1	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 audi alteram partem rule was applied). 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.	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars: _____		
4.2	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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

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



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per 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: _____

(Name of Bidder)

that:

- 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 consortium³ will not be construed as collusive bidding.
- 7 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
- 8 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

T2.2 (a) SCHEDULES TO BE SUBMITTED

SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our tender is accepted.

(a) Details of major equipment that is owned by me / us and immediately available for this contract.

DESCRIPTION (type, size, capacity etc)	QUANTITY	YEAR OF MANUFACTURE	PRESENT FINANCIAL LIABILITY

Attach additional pages if more space is required

(b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is accepted

DESCRIPTION (type, size, capacity etc)	QUANTITY	HOW ACQUIRED	
		HIRE/BUY	SOURCE

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

Failure to complete this form properly and correctly, will lead to the conclusion that the tenderer does not have the necessary plant and equipment resources at his disposal, which will prejudice his tender.

SIGNATURE: DATE:
(of person authorised to sign on behalf of the Tenderer)

VERIFICATION DOCUMENTATION

The Tenderer shall attach the following documentation in support of the pre-qualification specification of this bid:

original and valid B-BBEE Status Level Verification Certificate or an originally certified copy thereof, issued by accredited Verification Agency/s by SANAS or 11.2.3.2 Registered Auditor approved by Independent Regulatory Board of Auditor (IRBA), together with their bid to substantiate their B-BBEE rating claims.

A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification certificate to substantiate their B-BBEE rating claims.

An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership to substantiate their EME rating claims.

An EME that is regarded as a Specialized Enterprise is required to submit a sworn affidavit confirming their annual turnover/allocated budget/ gross receipt of R10 million or less and level of percentage of black beneficiaries to substantiate their EME rating claims.

A QSE is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership or a B-BBEE level verification certificate to substantiate their QSE rating claims.

NOTE: It is a requirement of this contract that the verification documentation of the names of proposed subcontractors for the work must be provided with the Tender.

SIGNATURE: DATE:
(of person authorised to sign on behalf of the Tenderer)

ADDITIONAL INFORMATION

The following documentation to be included after this page:

- A copy of the "Letter from the Manufacturer" confirming the supply arrangement
- A copy of SANS Certificate of Compliance to Standard

SIGNATURE: DATE:
(of person authorised to sign on behalf of the Tenderer)

DEPARTMENT OF WATER AND SANITATION

DWS08-0319 (WTE)

**THE SUPPLY AND DELIVERY OF BULKPULVERIZED FLY ASH (PFA) TO THE DEPARTMENT OF
WATER AND SANITATION, CLANWILLIAM**

C1. CONTRACT DATA

- C1.1 GENERAL CONDITIONS OF CONTRACT**
- C1.2 SPECIAL CONDITIONS OF CONTRACT**

C1.1 GENERAL CONDITIONS OF CONTRACT

C1.2 SPECIAL CONDITIONS OF CONTRACT

Item	Sub-Clause	Data
Application	2.2	Additional specifications follow from clause 33 below.
Performance	7.1	No performance security is required.
Security		
Packing	9.2	The material will be transported in suitable trucks.
Delivery and documents	10.1	Each consignment will be delivered to the designated store yard at the site, accompanied by the necessary delivery documents, stating the tender number, item description and quantity delivered.
	10.2	These documents will be signed on delivery by a designated person. A copy of the delivery note will be provided to the designated person.
Insurance	11.1	It is the supplier's responsibility to be fully insured against loss or damage incidental to manufacture or acquisition and transportation till it is delivered to site.
Transportation	12.1	An all-inclusive delivered price is required.
Incidental services	13.1	No additional services are required.
Spare parts	14	Not applicable.
Warranty	15	Not applicable.
Payment	16.1	Payment will be made once every month. The payment will be made from the 1 st day of the month to the last day of the month. An original Tax Invoice clearly stating the items and quantities delivered should be provided to the client. Payment will be done within 30 days of receipt of the Tax Invoice by depositing the payment directly into the bank account of the successful bidder.
	16.4	No cash payment will be done.
		Payment will be made in Rand.
Prices	17.1	Only price adjustments in accordance with the escalation formula as contained in the Pricing Schedule SBD 3.2 will be considered.
Settlement of Disputes	27.4	In the event of any dispute arising from this contract, including the implementation, execution, interpretation, rectification, termination or cancellation of this contract, the Parties shall make every effort to settle such dispute amicably.
		If the dispute is not capable of being settled amicably, the Parties shall refer the matter to the court of law having jurisdiction to hear the matter.
Applicable law	30.1	The contract shall be interpreted in accordance with South African laws.
Additional Special conditions	33	None



NATIONAL TREASURY
REPUBLIC OF SOUTH AFRICA

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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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 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: <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
		13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
14	Spare parts	14.1	As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: <ul style="list-style-type: none"> (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15 Warranty

15.1

The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2

This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3

The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4

Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5

If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16 Payment

16.1

The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2

The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3

Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4

Payment will be made in Rand unless otherwise stipulated in SCC.

17 Prices

17.1

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

18 Contract amendments

18.1

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

19 Assignment

19.1

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

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

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

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

	27.5	Notwithstanding any reference to mediation and/or court proceedings herein,
	(a)	the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
	(b)	the purchaser shall pay the supplier any monies due the supplier.
28	28.1	Limitation of liability Except in cases of criminal negligence or wilful 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	29.1	Governing language 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	30.1	Applicable law The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31	31.1	Notices 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	32.1	Taxes and duties A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

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

Js General Conditions of Contract (revised July 2010)

DEPARTMENT OF WATER AND SANITATION

DWS08-0319 (WTE)

**THE SUPPLY AND DELIVERY OF BULK PULVERIZED FLY ASH (PFA) TO THE DEPARTMENT OF
WATER AND SANITATION, CLANWILLIAM DAM FOR 48 MONTHS**

C2. SPECIFICATIONS

CONTENT

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| C2.1 | STANDARD SPECIFICATION |
| C2.2 | PROJECT SPECIFICATION |

C2.1 STANDARD SPECIFICATION

SS 1 APPLICABLE STANDARD SPECIFICATIONS

The applicable standard specifications are:

The SANS 50450-1: 2014: Fly Ash for concrete – Part 1: Definition, specifications and conformity criteria, will be applicable.

In the event of any discrepancy between a part or parts of the Standardised and the Project Specifications, the Project Specifications and Particular Specifications shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the Bill of Quantities, the discrepancy shall be resolved by the Employer before the execution of the work under the relevant item.

C2.2 PROJECT SPECIFICATIONS

PS 1. PROJECT DESCRIPTION

The Department of Water and Sanitation's Construction division has been appointed to undertake the raising of the Clanwilliam dam.

The raised dam wall will be approximately 370 m in length and 49 m in maximum height. At full supply level the reservoir will cover a surface area of approximately 2 022 ha and capacity of 344,3 million cubic metre. The works include addition of concrete on the downstream side, extending the apron, construction of a free standing intake tower, river outlet control house, a power generating house, short tunnel and coffer dam works on the upstream side, as well as various other pipe outlet structures on the downstream side. This work must be done without interfering with the day to day operation of the dam.

PS 2. LOCATION AND ACCESS TO SITE

The dam site is situated on the Olifants river, in the Western Cape, approximately 2 km South- West of Clanwilliam town in the Western Cape province.

The site is immediately next to the N7 and accessed through a controlled gate. The gravel site roads will be regularly maintained but could get challenging under abnormal rainfall conditions.

PS 3. SCOPE OF WORK

PS 3.1 SERVICE REQUIRED

To supply and deliver Fly Ash (FA) with a low alkali content as described in the SANS 50450 – 1: 2014: Fly Ash for concrete – Part 1. The Fly Ash will be delivered in bulk into silos at the Clanwilliam dam. No imported material will be considered.

PS 3.2 SUPPLIERS

A copy of the SANS certificate of compliance to SANS 50450 – 1 : 2014: Fly Ash for concrete – Part 1, from the manufacturer must be provided by the bidder. Failure to comply will invalidate the bid.

In the event where the bidder are only a supplier and not the manufacturer the bidder will be required to submit a "Letter from the Manufacturer" confirming sufficient stock availability at the required rate for the duration of the bid period.

A copy of the "Letter from the Manufacturer" confirming sufficient stock availability at the required rate for the duration of the bid period must accompany this bid. Failure to comply will invalidate the bid.

PS 3.3 ADDITIONAL REQUIREMENTS

3.3.1 The originating factory of the Fly Ash (FA) must be stated in the supporting documents.

3.3.2 The areas (province, district etc.) where the Fly Ash (FA) will be available must be stated in the supporting documents.

3.3.3 The Fly Ash (FA) shall be free flowing and free of lumps or other deleterious matter. Hardened or lumpy Fly Ash (FA) shall not be accepted when delivered to site and if so, be removed by the Bidder at his expense.

3.3.4 On delivery date the Fly Ash (FA) shall not be older than 30 days from date of manufacture.

PS 3.4 ACCEPTANCE CRITERIA

- 3.4.1 The Fly Ash (FA) to be supplied in bulk shall comply to SANS 50450-1:2014 and all its supporting specifications.
- 3.4.2 The Loss on ignition shall be classified as Category A.
- 3.4.3 The fineness shall be classified as Category S.
- 3.4.4 The alkalis in the FA in terms of the Sodium Oxide equivalent ($\%Na_2O_e = \%Na_2O + 0.658 \times \%K_2O$) shall not exceed 1,5%
- 3.4.5 All the properties of the FA as listed in paragraph 5.5 of SANS 50450-1:2014 shall be supplied in a supporting document.
- 3.4.6 No FA shall be accepted or delivered that does not conform to these specifications.
- 3.4.7 A SABS Certificate of compliance shall be submitted by the supplier, after every 1000 Tons of material delivered.
- 3.4.8 The material delivered to site shall be as cold as possible. Products directly from the kilns will not be acceptable. The maximum temperature of 50 degrees Celsius will be allowed, but a temperature of 30 to 40 degrees Celsius is preferable. It is a requirement of this contract that the supplier must specify the maximum degrees Celsius of the product to be delivered. If the product exceeds the temperature it will be returned at suppliers own cost

PS 4. PROGRAMME

Delivery will be for a period of 55 months.
Delivery of cement will commence by placement of an official order for a specific tonnage at a time.

PS 5. QUANTITIES

- 5.1 The amount of material required per week will range from 20 ton per week to 650 ton per week. In no ways will any claim be considered or entertained due to deviation of the above quantities.
- 5.2 Actual requirements will be communicated with the suppliers on a daily basis. There will be 6 silos of 200 ton at 3 batch plants in close proximity that will be used as a buffer between actual consumption and delivery. It will be expected from the supplier to accommodate the fluctuation in demand due to unforeseen delays on the work site.
- 5.3 During the compulsory site meeting briefing a planned programme will be availed to prospective bidders provided with a table of monthly requirements.

PS 6. DELIVERY

- 6.1 Deliveries may be made during working hours: 06h30 to 17h00, but not on the following days or periods:
 - (i) Saturdays 12h00 to Mondays 07h00.
 - (ii) All public holidays.
 - (iii) The period 11 December to 9 January.Unless otherwise agreed before delivery.
- 6.2 All deliveries will be weighed on the weigh bridge on site.
- 6.3 No compressed air will be made available on site or at any point of delivery by the client to empty containers.

- 6.4 The suppliers shall nominate a contact person with whom the Department will arrange and schedule deliveries. Orders for material will be placed 48 hours before delivery is required. Failure to deliver on time will result in the imposition of the penalty prescribed in the General Conditions of Tender Contract and Order.

PS 7. PAYMENT

- 7.1 Payment will be made per ton of Fly Ash (FA) delivered according to specification.
- 7.2 Payments will be made monthly on receipt of specified tax invoices.
- 7.3 Payment will not be made for consignment unless supported by delivery notes duly signed by the official checking the delivery and weigh-bridge certificate.
- 7.4 Escalation will only be paid if stipulated in the Special Conditions of Contract.
- 7.5 Payment will be done within 30 days of receipt of original invoice by depositing the payment directly into the bank account of the successful Tenderer. No cash payment or cheque payment will be done.
- 7.6 No Payment for standing time at the delivery points will be made.

PS 8. SAFETY, HEALTH AND ENVIRONMENTAL

The successful bidder will be required to adhere to the site specific Health, Safety and Environmental requirements while on site.

The delivery vehicles will be roadworthy, in a good condition and fit for purpose.

BIDDERS MUST INITIAL ALL PAGES UNDER SECTION C2 SPECIFICATIONS AND SIGN THE DECLARATION BELOW.

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

BIDDER'S SIGNATURE

DEPARTMENT OF WATER AND SANITATION

DWS08-0319 (WTE)

**THE SUPPLY AND DELIVERY OF BULK PULVERIZED FLY ASH (PFA) TO THE DEPARTMENT OF
WATER AND SANITATION, CLANWILLIAM DAM FOR 48 MONTHS**

C3: SBD 3.2 PRICING SCHEDULE

CONTENTS

- 1. PREAMBLE TO THE SBD 3.2 – PRICING SCHEDULE**
- 2. SBD 3.2 – PRICING SCHEDULE**

C3.1 PREAMBLE TO THE SBD 3.2 – PRICING SCHEDULE

1 GENERAL

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

2. QUANTITIES REFLECTED IN THE PRICING SCHEDULE

The quantities given in the SBD 3.2 can be subject to change. **The Department reserves the right to less quantities per item or one item or none of the items in the pricing schedule.**

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

3. PRICING OF THE SCHEDULE

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

4. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid, use of correction fluid will invalidate your bid, 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, failure to initial where the correction was done will invalidate your bid.

5. CORRECTION OF ERRORS

All arithmetical errors in the pricing schedule will be dealt with in accordance with SANS 294: 2004.

SBD 3.2 C3.2

**PRICING SCHEDULE
(Non-Firm Price)
DWS08-0319 (WTE)**

THE SUPPLY AND DELIVERY OF BULK PULVERIZED FLY ASH (PFA) TO THE DEPARTMENT OF WATER AND SANITATION, CLANWILLIAM DAM FOR 48 MONTHS

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

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

CLOSING TIME 11:00 ON: 07 MAY 2019.....BID NO.: DWS08-0319(WTE)

NAME OF BIDDER:

OFFER TO BE VALID FOR 150 DAYS FROM CLOSING DATE OF BID				
ITEM	QUANTITY	DESCRIPTION	UNIT PRICE EXCL. VAT	BID PRICE IN RSA CURRENCY <u>EXCLUDING</u> VAT
1.	46500 ton	Supply and delivery of Fly Ash to Clanwilliam dam as per specification: Fly Ash (in bulk)	R.....	R.....
			15% 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: Department of Water and Sanitation
- At (Place of delivery): Clanwilliam dam
- Manufacturer (i.e. Ash Resources) _____
- Location where product is sourced from (factory/depot) _____
- Delivery basis: Free on road to Clanwilliam dam
- Period required for delivery after receipt of order: _____
- Delivery period: *FIRM / NOT FIRM
- Is the price firm? *YES / NO

If the price is not firm state the escalation formula / period:
(DWS will entertain any claims for non-firm prices increases claimed at a later date unless such non-firm price adjustments _____)

are clearly motivated under Price Adjustments)	
- Are you the manufacturer of the product offered?	*YES / NO
- If you are not the manufacturer did you include the "Letter from Manufacturer"	*YES / NO
- Does the item offered have a "Letter of Authority" issued by NRSC?	* YES / NO
- If so furnish this both "Letter of Authority"	*ATTACHED / NOT ATTACHED
- Does the item offered comply with any recognise Standards body, e.g. SABS?	* YES / NO
- If so furnish valid certificate to this end	*ATTACHED / NOT ATTACHED
- Is offer strictly to specification?	* YES / NO
- If <u>not</u> to specification, state deviation(s)	

Is all the relevant information filled in completed in the "Comply / Not Comply" under Section 3 of the bid document

*YES / NO

NOTE: All delivery costs must be included in the bid price.

Failure to complete all the relevant information in SBD 3.2 will render your bid as non-responsive.

Any enquiries regarding bidding procedures may be directed to the –

Department of Water and Sanitation Supply Chain Management Office Private Bag X313, Pretoria, 0001. Tel: (012) 336-7418/8988	OR	For technical information – Mr. Ismail Arendse Tel: (021 872 0591) Department of Water and Sanitation
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SIGNATURE OF BIDDER

PRICE ADJUSTMENTS

A. NON-FIRM PRICES SUBJECT TO ESCALATION

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

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

Where:

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

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

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

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

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

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