DEPARTMENT OF WATER AND SANITATION
REPUBLIC OF SOUTH AFRICA

DUE AT 11:00 ON

(CLOSING DATE: 06 NOVEMBER 2020)

BID DWS08-1020 WTE)

SUPPLY AND DELIVER OF G7 AGGREGATES AT MZIMVUBU WATER PROJECT – ACCESS ROAD FOR CONSTRUCTION EAST NEAR MACLEAR IN THE EASTERN CAPE PROVINCE FOR A PERIOD OF 12 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: 21 October 2020
Time: 11:30am
Venue: Department of Water and Sanitation
Construction East - Mzimvubu Water Project
R396 Road, Ntabelanga Dam
Maclear, Eastern Cape Province
Coordinates - 31°07'19"S and 28°41'13"E.

BIDDER: **(Company Address or Stamp)**

COMPILED BY: CONSTRUCTION

DEPARTMENT OF WATER AND SANITATION

BID DWS08-1020 WTE

SUPPLY AND DELIVER OF G7 AGGREGATES AT MZIMVUBU WATER PROJECT – ACCESS ROAD FOR CONSTRUCTION EAST NEAR MACLEAR IN THE EASTERN CAPE PROVINCE FOR A PERIOD OF 12 MONTHS

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INVITATION TO BID (SBD 1)

SECTION 1: LEGALITIES

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PART A SBD1
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)				
BID NUMBER:	BID **DWS08-1020 WTE**	CLOSING DATE:**06 NOVEMBER2020**	CLOSING TIME:	**11:00am**
DESCRIPTION	SUPPLY AND DELIVER OF G7AGGREGATES AT MZIMVUBU WATER PROJECT – ACCESS ROAD FOR CONSTRUCTION EAST NEAR MACLEAR IN THE EASTERN CAPE PROVINCE FOR A PERIOD OF 12 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	Acquisition Management: Bid Office	CONTACT PERSON	Mr A. Shumane
TELEPHONE NUMBER	012 336 6562/7780/7066/6544/7596	TELEPHONE NUMBER	060 980 8141
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	086 614 9851
E-MAIL ADDRESS	bidenquirieswte@dws.gov.za	E-MAIL ADDRESS	ShumaneA@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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ 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?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE **GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]

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.

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-FILING 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

BID DWS08-1020 WTE

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SECTION 1: LEGALITIES

CONTENTS

1. Instructions to Bidders
2. Declaration of Interest (SBD 4)
3. Preference Points Claim in terms of the Preferential Procurement Regulation, 2017 (SBD 6.1)
4. Instructions to Bidders: Purchases (ANNEXURE 7)
5. Declaration of Bidders Past Supply Chain Management Practices (SBD 8)
6. Certificate of Independent Bid Determination (SBD 9)
7. National Treasury General Conditions of Contract

DEPARTMENT OF WATER AND SANITATION

BID DWS08-1020 WTE

SUPPLY AND DELIVER OF G7 AGGREGATES AT MZIMVUBU WATER PROJECT – ACCESS ROAD FOR CONSTRUCTION EAST NEAR MACLEAR IN THE EASTERN CAPE PROVINCE FOR A PERIOD OF 12 MONTHS

1. **INSTRUCTIONS TO BIDDERS**

CONTENTS

1. Issuing of documents
2. Queries with respect to this bid
3. Completion of Bids
4. Submission of Bids
5. Signature on Bids
6. General Conditions of Contract
7. Bids to comply with documents
8. Telegraphic bids
9. The Department's right to decline any bid
10. Department is not liable for bidder's expenses
11. Payments made under this contract
12. Evaluation Criteria
13. Rejection of bids
14. Results of bids

INSTRUCTIONS TO BIDDERS

1. ISSUING OF DOCUMENTS

(a) A complete set of bid documents are available from the DWS website.

(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 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 initialled by the Bidder at the bottom of the page.

2. QUERIES WITH RESPECT TO THIS BID

Queries of a specific technical nature should be directed to A. Shumane in writing to: The Director, Construction Management Support, Department of Water and Sanitation, Private Bag X 323, Pretoria, 0001 or **ShumaneA@dws.gov.za**

3. COMPLETION OF BIDS

(a) The bid must be signed on the Invitation to Bid form (SBD 1) annexed hereto with all blanks in the bid and the appendix filled in.

(b) All spaces in the bid forms and other annexure shall be completed in full.

(c) Section 3 in the bid document and the Pricing Schedule must be fully completed and priced out by the bidder. Failure to do so will deem your bid invalid.

(d) The bid documents shall not be separated in any way nor must any pages be detached from the original documents.

4. SUBMISSION OF BIDS

(a) The successful bidder will be required to submit a "Letter from the manufacturer" confirming the supply arrangement within **14 days** after after the receipt of a "Letter of Notification to Bidder" from this Department. Failure to comply with this requirement within **14 calendar days** shall result in the bid being awarded to another bidder.

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

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

"ORIGINALBIDDWS08-1020 WTE FOR SUPPLY AND DELIVER OF G7 AGGREGATES AT MZIMVUBU WATER PROJECT – ACCESS ROAD FOR CONSTRUCTION EAST NEAR MACLEAR IN THE EASTERN CAPE PROVINCE FOR A PERIOD OF 12 MONTHS"

and the name of the Bidder shall be clearly shown.

(c) Bids sealed and endorsed as above, should be deposited in the bid box at the entrance of the ZwaMadaka Building, 157 Francis Baard Street, Pretoria and not later than 11:00 on the date stipulated on the front cover of this document.

5. SIGNATURE ON BIDS

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.

6. GENERAL CONDITIONS OF CONTRACT

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

7. BIDDERS TO COMPLY WITH DOCUMENTS

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

8. TELEGRAPHIC BIDS

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

9. THE DEPARTMENTS RIGHT TO DECLINE ANY BID

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

10. DEPARTMENT NOT LIABLE FOR BIDDER'S EXPENSES

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

11. PAYMENTS UNDER THE CONTRACT

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

12. EVALUATION CRITERIA

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

Phase 1:

Mandatory requirements

Failure to attend the compulsory briefing sessionwill render your bid non-responsive and will be disqualified.

Indicate response required on the table below

No	Criteria	Yes	No
1	Attendance of compulsory briefing session		

Phase 2:

Prequalification criteria

Preferential procurement regulations, 2017,regulation 4

Prequalification criteria will be used in this bid to advance designated groups on the basis of B-BBEE Status Level of contributororand EME's .

Failure to meet the below indicated prequalification criteria in terms of the PPR, 2017, Regulation 4 will automatically disqualify your bid.

- **B-BBEE Status Level of contributor**

Level 1
X

EME
X

Phase 3:

Administrative Compliance:

Bidders are required to comply with the following listed below

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 Compliance status PIN.		
3	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach copy of CIPC / CIPRO certificate.		
4	A valid, original sworn affidavit or a valid, original or certified copy of B-BBEE Status Level Verification Certificate (failure to submit, the Bidder will forfeit the preferential points to be claimed)		
5	A valid letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 and or third parties insurance registered with Financial Service Board. (verificationwill be donewith the relevant authority)		
6	A copy of a valid UIF certificate of compliance or copy of a valid letter of good standing/tender letter. (verification will be done with theDepartment of Labour)		
7	Initial and sign Section 2 Tender data.		
8	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.		
9	Complete, sign, submit SBD 1, SBD 3.1, SBD 4, SBD 6.1, SBD 8, SBD 9		

Phase 4:

Submitting and Testing of Samples:

Bidders that passed phase 3 of the evaluation criteria **will** be contacted to submit samples within 10 working days after receipt of official request. The bid **will** be evaluated using below criteria and failure to comply with all the specifications as listed will render your bid as not to specification and non-responsive and the bid **will** not be considered for phase 5 evaluation.

1) Samples should be submitted within 10 working days after receipt of official request for submission of samples as per Clause 7 of the Tender data under Section 2.
2) Test result must be in compliance with Standard Specifications as set out under Section 2: Tender data.
3) The Sample Identification Card should be attached to the bag of the sample. There should also be a copy of this card be put in the sample bag to insure that if the outside Sample Identification Card gets lost, the sample can still be identified.

Phase 5:

Evaluation of Price and Preference Points Claimed:

During this phase, bid proposals that passed the phase 4 will be further evaluated based on the 80/20 preference points system in accordance with the PPPFA Act, where 80 points will be attained in respect of price and 20 points will be awarded to a bidder for attaining the B-BBEE Status Level of Contribution.

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 an original or certified copy of 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 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 an original or 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 and original B-BBEE certificate must be submitted.

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

13. REJECTION OF BID

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

14. 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.

water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

ANNEXURE B

SBD 4
DECLARATION OF INTEREST

1 Any legal person, including persons employed by the state[1], 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, shareholder[2], 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.

[1]"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution: _____

Any other particulars: _____

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

2.7.2.1 If yes, did you 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:

3 Full details of directors/trustees/members/shareholders

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

4 DECLARATION

I, THE UNDERSIGNED (NAME) _____

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

_____ Signature

_____ Date

_____ Position

_____ Name of bidder

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 N THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

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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 EconomicEmpowerment 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**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

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

6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%
ii) The name of the sub-contractor.....
iii) The B-BBEE status level of the sub-contractor.....
iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)

YES		NO	

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

Designated Group: An EME or QSE which is at last 51% owned by:	**EME** √	**QSE** √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One person business/sole propriety
Close corporation
Company
(Pty) Limited
[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

Manufacturer
Supplier
Professional service provider
Other service providers, e.g. transporter, etc.
[*TICK APPLICABLE BOX*]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in 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.

WITNESSES	
1.	..... SIGNATURE(S) OF BIDDERS(S)
2.	DATE: .....
	ADDRESS .....
	.....
	.....

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.

2/...

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.

3/...

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		
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.	Yes ☐	No ☐
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 ☐	No ☐

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 ☐	No ☐
4.3.1	If so, furnish particulars: _____ _____		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars: _____ _____		

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) _____

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

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

Signature	Date
Position	Name of Bidder

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1 I have read and I understand the contents of this Certificate;

2 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4 Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

5 For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

(a) has been requested to submit a bid in response to this bid invitation;

(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

7 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

(a) prices;

(b) geographical area where product or service will be rendered (market allocation)

(c) methods, factors or formulas used to calculate prices;

(d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

8 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

Signature	Date
Position	Name of Bidder

DEPARTMENT OF WATER AND SANITATION

BID DWS08-1020 WTE

SUPPLY AND DELIVER OF G7 AGGREGATES AT MZIMVUBU WATER PROJECT – ACCESS ROAD FOR CONSTRUCTION EAST NEAR MACLEAR IN THE EASTERN CAPE PROVINCE FOR A PERIOD OF 12 MONTHS

SECTION 2: TENDER DATA

CONTENTS

1. STIPULATIONS

TENDER DATA

Initial next to each clause in this section.

Bidders are required to sign at the end of this Section.

No.	STIPULATIONS	INITIAL
1.	**SUPPLIER OF PRODUCT** In the case where a potential successful bidder are a only a supplier but not the actual manufacturer and will procure the products from a manufacturer or another supplier and did not submit a letter from that manufacturer/supplier confirming firm supply arrangement(s) in this regard by the closing time of this bid, such a letter must be submitted within **14 days** after the receipt of a "Letter of Notification to Bidder" from this Department. Failure to comply with this requirement within **14 calendar days** shall result in the bid being awarded to another bidder.	
2.	**SERVICE** The service to be rendered is: SUPPLY AND DELIVER OF G7 AGGREGATES AT MZIMVUBU WATER PROJECT – ACCESS ROAD FOR CONSTRUCTION EAST NEAR MACLEAR IN THE EASTERN CAPE PROVINCE	
3.	**SITE** The Department of Water and Sanitation Construction East site is situated on the following GPS Coordinates. Construction Site : Department of Water and Sanitation Construction East - Mzimvubu Water Project R396 Road, Ntabelanga Dam Maclear Eastern Cape Province Coordinates - 31°07'19"S and 28°41'13"E.	
4.	**STANDARDS, SPECIFICATIONS AND DEFINITIONS APPLICABLE APPLICABLE** • Material to conform to THR14 standards and COLTO and other relevant test specifications.	
	• The size and range of the graded stone / gravel, bearing strength and swell shall conform to the requirements and grading as shown in the table below. (FOR MORE INFORMATION REFER TO TRH14 AND RELEVANT TESTS SPECIFICATIONS)	
	General	
	• Blending, washing or by such other methods as the Department may from time to time approve, may be used.	

No.	STIPULATIONS	INITIAL
	• Where materials are blended, the Bidder shall provide means, to the approval of the Department, of such blending. The blending techniques and proportions used from time to time shall take due account of the moisture in the materials. • The methods and durations of mixing of the materials shall all be subject to the approval of the Department prior to commencing and during the execution of the work.	
	• The Bidder shall perform at his own expense, such test as the Department may approve or subsequently order to develop a satisfactory blending technique and such additional routine tests to ensure that the desired uniformity of quality is maintained.	
	• The water used for washing the material shall be free from silt or other suspensions that might impair the washing efficiency or detrimentally affect the material properties	
	• The quality used for the construction of the structures and the methods of procuring and processing materials shall at all times be subject to the approval of the Department who shall be at liberty to order the Bidder to operate from any of the approved sources of supply. A stockpiled material no longer conforming to the specified requirements or able to yield a uniform product shall be re-processed at the expense of the Bidder and to the satisfaction of the Department.	
	• The material delivered shall be free from any contamination including but not limited to rubble, vegetation, spillage and steel material. Contaminated material during delivery will not be accepted	

MATERIAL CLASS	G7
PARENT MATERIAL	Natural material (soil, sand or gravel)
NOMINAL MAXIMUM SIZE	Maximum size in place after compaction shall not be greater than two -thirds (⅔) of the layer thickness
STRENGTH (CBR)	CBR at 93% of modified AASHTO density shall be at least 15%
SWELL (MAXIMUM)	Swell at 100% modified AASHTO density shall not exceed 1.5%
DURABILITY	Mudrock shall have a wet 10% FACT value of not less than 60 kN, and a wet/dry Venter test class of I , II or III

5.	**QUARRY SITES AND WORKS** Bidders are required to decide for themselves which commercial quarry/ crusher they propose to use. The responsibility for the selection of a suitable quarry / crusher rests with the Bidder. Any selected quarry / crusher may only be used after the samples submitted from that quarry / crusher is tested and approved by the Department.	

No.	STIPULATIONS	INITIAL
	The decision regarding which offer to accept will be made on the conformation to the relevant specifications and in conjunction with the Preferential Procurement Regulations, 2017. Accordingly, no additional or subsequent claim for any difficulties or expenses incurred in the removal and delivery of any material will be entertained at any stage. The Department have the right to inspect the quarry / crusher of all the Bidders to ensure whether sufficient quantities of material is available and whether the plant of the Bidder is in such condition to complete the contract. The inspection may take place before, during and after the award of the contract. The Bidder or the Quarry from which they are sourcing shall be in possession of and approved Environmental Management Programme Report (EMPR) to conduct all quarry and/or sand extraction processes where applicable. Such report shall be made available on request by the Department.	
6.	**AGGREGATE AND PRODUCTS** The Bidder shall maintain stockpiles in the designated area that: (i) Provide adequate capacity to ensure no interruption to the construction operations (ii) Ensure separate storage areas for different types and sizes of material such that no contamination between sizes occurs (iii) Ensure that there is no inter mixing or contamination by deleterious matter (iv) Ensure that there is no segregation	
6.1	**Gravel wearing course for road layer construction** The material shall comply with the following: standards of SABS 1200M, SABS 1200ME, SABS 1200DM, SABS 1200MF and SANS 1083 in the form of their latest editions, the grading and wearing course properties according to paragraph 6.1.1 to 6.1.8 as well as additional specifications listed in this document.	
6.2	**Parent Material** Gravel – soil	
6.3	**Additional Fines** May contain approved natural fines not obtained from parent rock.	
6.4	**Strength** CBR at 93% of Mod. AASHTO max. density shall be at least 15%. Swell at 100% of Mod. AASHTO max. density shall not exceed 1.5%.	
6.5	**Durability** Mudrock shall have a wet 10% FACT value of not less than 60 kN,	
6.6	**Atterberg limits** Liquid Limit (LL) shall not exceed 30. Plasticity Index (PI) of the material shall not exceed 12.	

No.	STIPULATIONS	INITIAL
6.7	**Size** Gravel - soils (G7) should have a maximum size, in place after compaction, not greater than two-thirds of the compacted thickness of the layer.	
6.8	**Grading** Gravel - soils (G7) should have a maximum size, in place after compaction, not greater than two-thirds of the compacted thickness of the layer. A minimum grading modulus of 0,75 should be obtained	
7.	**PRODUCT TESTING** The supply of samples of at least 3 x 50kg bags of product (G7 Aggregates) material is a condition of the bid. The samples shall be clearly marked, inside and outside of the bag, with the Bidder's name, bid number , item number and product description (The form is in Section 4, please do make enough copies) The Sample Identification Card should be attached to the bag of the sample. There should also be a copy of this card be put in the sample bag to insure that if the outside Sample Identification Card gets lost, the sample can still be identified. **NOTE: Samples should be submitted within 10 working days after receipt of official request for submission** and shall be delivered to: Department of Water and Sanitation Construction East Attention: Mr. Jan Moloko Grootdraai Dam - Materials Laboratory Standerton Mpumalanga Province 2430 For Lab enquiries: Mr. J Moloko – (t) 060 980 5584 / 017 7201600 **(During office hours)** For Technical and site enquiries : Mr. A Shumane – 060 980 8141 **(During office hours)** It is the responsibility of the bidder to ensure that the identification cards, inside and outside of the bags, are protected against mechanical damage or damage by moisture and that the card stays intact at all times.	
8.	**TECHNICAL SUPPORT** Should any problem be reported to the supplier concerning the services, the following response times are expected: • Within 24 hours a representative of the supplier should be on site to resolve the problem. • Within 24 hours there should be a solution to the problem or if not possible, replacement products should be on site within 48 hours at the supplier's expense. **ANY DEFECTED PRODUCT SHOULD BE REPLACED AT THE SUPPLIER'S EXPENSE.**	

No.	STIPULATIONS	INITIAL
9.	**SCOPE OF CONTRACT** The Bidder will be required to perform the following service as part of this contract: (i) Supply and delivery of G7 aggregates for DWS-Construction East (Mzimvubu Water Project in the Eastern Cape Province) (ii) All transport and loading costs shall be included in the bid rates.	
10.	**QUANTITIES REQUIRED / DELIVERY** **Required quantity is:** **46500 tons** Minimum stock pile is 15500 tons Peak rate per week is 5000 tons Minimum rate per week is 4000 tons The quantity required cannot be guaranteed. The attached schedule provides a unit price only. However, the requirements can be as per the demand specified in the orders. Orders will be placed as and when requirements become known. Deliveries will be required from date of order. The Bidder will not be entitled to claim any form of compensation for any requirement variations in the total quantities or specific quantities whatsoever. The delivered material will be accepted and regarded as being similar to the approved sample and in accordance with the specification if it fulfils the requirements given in hereunder. The difference, expressed as a percentage of the mass retained by any sieve shall not differ by more than 5 percentage points from the corresponding percentage as determined for the standard of reference (sample) as supplied. The quality of the material shall be visually similar to the sample that was submitted but when suspect it will be verified by laboratory testing **NOTE: THE DEPARTMENT RESERVES THE RIGHT TO CHANGE THE QUANTITY/ QUANTITIES TO BE ORDERED FROM THE SUCCESSFUL BIDDER.**	
11.	**PROGRAMME OF WORKS** • It is required from the successful bidder to start with the work (5) five days after receipt of an official DWS order. • It is also a requirement of the bidder to submit a program of works, to indicate the duration of each activity.	
12.	**ROAD CONDITIONS AND DISTANCE** Bidders are advised to acquaint themselves with roads, road conditions, distances, etc. on and to the site, before bidding.	

No.	STIPULATIONS	INITIAL
13.	**COSTS** Bidders shall provide in their bid for all labour, plant, material, implements and vehicles necessary for the execution of the contract and all operating and maintenance costs in accordance with the bid documents.	
14.	**DELIVERY** Delivery of the G7 aggregate material to site will commence once the contract has been awarded and 30 days after receipt of the official DWS order. Also, the contractor will contact the supplier in advance to arrange a date and time on which the material must be delivered to site. The site address is: Department of Water and Sanitation Construction East - Mzimvubu Water Project R396 Road, Ntabelanga Dam Maclear Eastern Cape Province Coordinates - 31°07'19"S and 28°41'13"E. Deliveries may be made during the following working hours 7h30 to 15h00 from Monday to Thursday but not on the following days or periods: **(i)** Fridays 14h00 to Mondays 7h00 **(ii)** All public holidays **(iii)** The period 14 December to 07 January per annual calendar. **(iv)** The last Thursday and Friday of the month The Bidder shall nominate a contact person with whom the Department will arrange and schedule deliveries. Official Purchase orders for material will be placed 48 hours before delivery is required. DWS Construction will perform testing of all material delivered to site to ensure that all material do comply with the relevant specification. DWS will decline material that does not comply. The declined consignments must be removed from site ASAP for the Bidders own cost. The ownership of and risk for purchased material will pass to the Department at the point of delivery i.e. where a signed acceptance take place.	
15.	**DELIVERY PERIOD** A firm delivery period is required. Adherence to bid delivery period is of utmost importance. Note that the penalty for late delivery prescribed in paragraph 17 of the Specification will be imposed.	

No.	STIPULATIONS	INITIAL
16.	**BID PRICE AND DELIVERY PERIODS** All-inclusive bid prices are required, meaning delivery and any other cost mentioned in the specification for the Bidders account must be included in the unit price.Firm bid prices and delivery periods are preferred.	
17.	**PENALTIES AND DELAY DAMAGES** The penalties referred to in clause 25 of the General Conditions of Contract state 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 price as a penalty, a sum 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.	
18.	**PAYMENT** Payment will be made as per pricing schedule The Department reserves the right to check the quantities of work done at any time. Payment will be made monthly on receipt of specified tax invoices. Payment will not be made for consignment unless supported by delivery notes and weighbridge tickets duly signed by the official checking the delivery. Payment will be done within 30 days of receipt and approval of original invoice. No cash or cheque payment will be done.	
19.	**ACCEPTANCE CRITERIA FOR DELIVERED MATERIAL** The delivered material will be accepted and regarded as being similar to the reference sample and in accordance with the grading specification if it fulfils the requirements given in Clause 4 and 6.	
20.	**SAFETY AND ENVIRONMENTAL** Bidders are required to adhere to the Departments Safety and Environmental policies.	
	BIDDERS MUST INITIAL ALL PAGES & **BELOW DECLARATION MUST BE SIGNED**	

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

_____

BIDDER'S SIGNATURE

NATIONAL TREASURY
REPUBLIC OF SOUTH AFRICA

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

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General Conditions of Contract

1 Definitions

1 The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2 Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3 General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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

8 Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

9 Packing

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

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

10 Delivery and documents

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

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

11 Insurance

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

12 Transportation

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

13 Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14 Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15 Warranty

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

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

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

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

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

16 Payment

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

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

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

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

17 Prices

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

18 Contract amendments

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

19 Assignment

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

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

23 Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

23.6 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28 Limitation of liability

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

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

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29 Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30 Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31 Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32 Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33 National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is/ are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.

DEPARTMENT OF WATER AND SANITATION

BID DWS08-1020 WTE

SUPPLY AND DELIVER OF G7 AGGREGATES AT MZIMVUBU WATER PROJECT – ACCESS ROAD FOR CONSTRUCTION EAST NEAR MACLEAR IN THE EASTERN CAPE PROVINCE FOR A PERIOD OF 12 MONTHS

SECTION 3: SBD 3.1 – PRICING SCHEDULE

CONTENTS

1. PREAMBLE TO THE SBD 3.1 – PRICING SCHEDULE
2. SBD 3.1 – PRICING SCHEDULE

PREAMBLE TO THE SBD 3.1 – PRICING SCHEDULE

1. GENERAL

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

2. QUANTITIES REFLECTED IN THE PRICING SCHEDULE

The quantities given in the SBD 3.1 can be subject to change. The Department reserves the right to purchase a lesser quantity as indicated in the SBD 3.1 in conjunction with the service provider.

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

3. PRICING OF THE SCHEDULE

The rates to be filled in the SBD 3.1 should include all costs. All rates and amounts quoted in the SBD 3.1 shall be in Rand and shall include VAT.

4. CORRECTION OF ENTRIES

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

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PRICING SCHEDULE
(Firm Price)

BID DWS08-1020 WTE

SUPPLY AND DELIVER OF G7 AGGREGATES AT MZIMVUBU WATER PROJECT – ACCESS ROAD FOR CONSTRUCTION EAST NEAR MACLEAR IN THE EASTERN CAPE PROVINCE FOR A PERIOD OF 12 MONTHS

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

CLOSING TIME ON: 11:00am **BID NO.: DWS08-1020 WTE**

NAME OF BIDDER: .....

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

ITEM	DESCRIPTION	QTY (up to a maximum of)	UNIT PRICE IN RSA CURRENCY	BID PRICE IN RSA CURRENCY INCLUSIVE OF **ALL APPLICABLE TAXES
1.	G7 Gravel Material	46 500 Tons	R .....per ton	R .....
			SUB-TOTAL (EXCL. 15% VAT)	R .....
			15% VAT	R .....
			TOTAL (INCL. 15% VAT)	R .....

- Delivery basis. (See note hereunder) — MZIMVUBU WATER PROJECT – ACCESS ROAD FOR CONSTRUCTION EAST NEAR MACLEAR IN THE EASTERN CAPE PROVINCE
- Period required for delivery after receipt of order: _____
- Location (quarry) where product is sources from _____

  Name and addresses of the quarry / supplier where the product is sourced from? _____

  _____
- Delivery period: *FIRM / NOT FIRM
- Is the price firm? *FIRM / NOT FIRM

- Are you registered in terms of section 23(1) or 23(3) of the value Added Tax Act, 1991 (Act no 89 of 1991?) *YES / NO

- If so, state your VAT registration number. _____

- Is the offer strictly to specification? *YES / NO

- If not to specification, state deviation(s) _____

_____

_____

_____

Any enquiries regarding bidding procedures may be directed to the –

Department of Water and Sanitation
Supply Chain Management: Bid Office
Private Bag X313, Pretoria, 0001.
Tel: (012) 336-6562/7780/7066/6544/7596

Or

For technical or site information –

Mr. A. Shumane

Cell: 060 980 8141 (During office hours)

SECTION 4: SAMPLE IDENTIFICATION CARD

CONTENTS

SAMPLE IDENTIFICATION CARD

SAMPLE IDENTIFICATION CARD

This Sample Identification Card should accompany the sample submit to the relevant office as indicated in Paragraph 7 of the Specifications.

The Sample Identification Card should be attached to the bag of the sample. There should also be a copy of this card be put in the sample bag to insure that if the outside Sample identification Card gets lost, the sample can still be identified.

Failure to adhere to this will invalidate the bid.

SAMPLE IDENTIFICATION CARD

NAME OF BIDDER:
CONTACT PERSON:
CONTACT NUMBER:
BID NUMBER:
ITEM NUMBER:
DESCRIPTION / NAME OF PRODUCT:
TYPE OF MATERIAL / PRODUCT:
SIZE OF SAMPLE (KG):
SOURCE OF MATERIAL:
BIDDER'S SAMPLE NUMBER:

SAMPLE IDENTIFICATION CARD

NAME OF BIDDER:
CONTACT PERSON:
CONTACT NUMBER:
BID NUMBER:
ITEM NUMBER:
DESCRIPTION / NAME OF PRODUCT:
TYPE OF MATERIAL / PRODUCT:
SIZE OF SAMPLE (KG):