



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

DUE AT 11:00 ON

(CLOSING DATE: 31 JANUARY 2023)

BID DWS16-1222 WTE

**APPOINTMENT OF PANEL OF PROFESSIONAL SERVICE PROVIDERS (PSP'S)
TO SUPPLY GEOTECHNICAL ENGINEERING AND ENGINEERING GEOLOGICAL
SERVICES TO THE INFRASTRUCTURE MANAGEMENT (IM) BRANCH ON
PROJECT BASES FOR A PERIOD OF THREE (3) YEARS.**

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
ZWAMADAKA BUILDING
157 FRANCIS BAARD STREET
PRETORIA
0001

Compulsory

Date: 14 December 2022

Time: 09:00 am

Venue: Roodeplaat Training Centre for the Department of Water and Sanitation.
Dwaf-Training Centre, Roodeplaat SH, 2022.
Office contact details for directions 012 943 3300/1/3

BIDDER: (Company Address OR Stamp)

COMPILED BY: INFRASTRUCTURE MANAGEMENT

T1.1 PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	BID DWS16 - 1222 WTE	CLOSING DATE:	31 JANUARY 2023	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF PANEL OF PROFESSIONAL SERVICE PROVIDERS (PSP'S) TO SUPPLY GEOTECHNICAL ENGINEERING AND ENGINEERING GEOLOGICAL SERVICES TO THE INFRASTRUCTURE MANAGEMENT (IM) BRANCH ON PROJECT BASES FOR A PERIOD OF THREE (3) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
THE BID BOX AT THE ENTRANCE: ZWAMADAKA BUILDING					
157 FRANCIS BAARD STREET					
PRETORIA, 0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Bid Office		CONTACT PERSON	Nompumelelo Mgabisa	
TELEPHONE NUMBER	012 336 7780/6562/8151/7596		TELEPHONE NUMBER	064 890 8444	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	bidenquirieswte@dws.gov.za		E-MAIL ADDRESS	MgabisaN@dws.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKSOFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED? SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**T1.2 PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED- (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-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:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 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.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?
 (*Tick applicable box*)

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

7.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

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

--

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
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

paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

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

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

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- (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 fulfilment 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

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- 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 these 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 cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer /Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1. When, after the date of bid, provisional payments are required, or antidumping 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 wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract
(revised July 2010)

C2.1 PRICING INSTRUCTIONS
C2.2 BILL OF QUANTITIES

C2.1 PRICING INSTRUCTIONS

1. GENERAL

In this Bill of Quantities the headings and item descriptions identify the work covered by the respective items and shall be read in conjunction with those items contained in the Measurement and Payment Clauses of the various Specifications as cross referenced.

The quantities of work and material set forth in the Bill of Quantities are estimates set against abbreviated item descriptions.

The nature and extent of the work is to be ascertained by reference to all the documents comprising the Contract. Where Clause references are contained in item descriptions, these are given for guidance only and are not exclusive to other relevant provisions of the Contract.

The Conditions of Contract, special conditions of contract (if any), specifications and drawings are to be read in conjunction with this Bill of Quantities.

The rates and prices entered in the Bill of Quantities shall represent full compensation for executing and completing the work as specified or implied including inter alia the following, unless explicitly stated otherwise:

- General obligations, overheads, liaison, liabilities and risks involved in the proper management and execution of the Works as set forth in or reasonably to be implied from the Contract.
- All taxes, duties, surcharges, royalties and the like payable by the Contractor.
- Complying with Health and Safety, Environmental, Recruitment and Training, Industrial Relations and Quality Management provisions.
- All testing and quality control and supplying results of tests carried out by the Contractor to the Engineering Geologist. Attendance and transport for sampling and testing carried out by the Engineering Geologist.
- Design, drawings and documentation for the investigation.
- Preparation and timely supply of detailed working drawings as applicable.
- The submission of Method Statements as required by the Engineering Geologist.
- Preparation and timely supply to the Engineering Geologist of all the specified records of the Works.
- The effect on the planning of the Works.
- Labour and supervision.
- The procurement and supply of materials and goods including purchase, loading, transport, delivery to and handling at Site, storage and eventual delivery to and handling at the point of incorporation in the Works. Taking delivery of materials and goods supplied by others, handling, storage and incorporation of materials and goods into the Works.
- Obtaining natural material from borrow pits and the quarry, identification and demarcation of borrow areas, loading and transport of such material to the Works.
- Processing of goods and materials as specified and incorporation in the Works as specified such that the Works will be fit for the purpose for which they are being provided.
- Contractor's Equipment supply and utilisation.
- Temporary Works and infrastructure requirements.
- All test on completion, maintenance and remedying of defects during the Contract, including the Defects Liability Period.
- Preparation and supply of a complete report of the results of the investigation to the Engineering Geologist.
- All other incidentals necessary for the completion of the work and maintenance thereof.

Note:

The contractor must ensure that his unit prices are correct. The final tender price shall be calculated from unit prices and any mathematical errors shall be corrected in the tendered amount.

2. MEASUREMENT OF COMPLETED WORK

All work done by the contractor on site shall be certified by the Engineering Geologist on a daily basis, and a copy of such daily sheet shall be handed to the Engineering Geologist before start of work the next day.

3. PRICING OF ITEMS

A price or rate shall be entered against each item in this Bill of Quantities, whether or not quantities are stated.

Under certain categories of Part 1: General Requirements and Obligations, allowance has been made in terms of the Specification, for the Contractor to enter additional items, values and prices as necessary. Where utilised, such items shall be fully described and completed in a similar manner to the preceding billed items.

Where allowance is made in the Bill for the Contractor to enter items and the space provided is insufficient, the Contractor shall attach such additional Bill pages to the back of the relevant page of the Bill. Any such additions shall be clearly referenced and identified as additional pages and will be viewed to be an integral part of the Bill.

Rates and prices shall be expressed to two decimal places except in the case of a "NIL" rate or price.

4. USE OF ALTERNATIVE SPECIFIED MATERIALS OR METHODS

Where a choice of alternative materials or methods is indicated for a given purpose, the description scheduled and the rates and prices inserted shall be deemed to cover any of the permitted alternative materials or methods which the Contractor may elect to use.

5. UNITS OF MEASUREMENT

The following abbreviations may be used for the units of measurement:

UNIT	ABBREVIATION	UNIT	ABBREVIATION
Litre	ℓ	Megalitre	Mℓ
Millimetre	mℓ	Number	No
Metre	m	Hour	h
Cubic kilometre	m ³ .km	Day	d
Kilogram	kg	Week	wk
Square metre	m ²	Sum, Lump Sum	Sum
Cubic metre	m ³	Provisional sum	PS
Rate only	R/o	Extra over	E/o

C2.2 BILL OF QUANTITIES

PREAMBLE TO THE SBD 3.3 – PRICING SCHEDULE

1. QUANTITIES REFLECTED IN THE PRICING SCHEDULE

The quantities given in the SBD 3.3 can be subject to change. The Department reserves the right to order more or less of the tests indicated in the pricing schedule.

The validity of the contract will in no way be affected by differences between quantities in the SBD 3.3 and the quantities finally certified for payment.

2. PRICING OF THE SCHEDULE

The rates to be filled in the SBD 3.3 should include all costs. All rates and amounts quoted in the SBD 3.3 shall be in Rand, and VAT shall be separately added at the end of the summary.

3. CORRECTION OF ENTRIES

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

4. AWARD OF WHOLE OR PART OF THE BILL OF QUANTITIES

The Department reserves the right to award all sections of the Bill of Quantities to one Bidder, or to award Sections to Different Bidders, or to award only one section. This will be done on discretion of the Department's Bid Adjudication Committee. The Tenderer must make allowance for this in the rates.

5. DEPARTMENTAL ENGINEERING GEOLOGISTS

The Tenderer must make allowance for a departmental Engineering Geologist and Candidate Engineering Geologist to work closely with them on site and in the laboratory in order to be able to undergo training to be able to register with SACNASP.

**PRICING
SCHEDULE**
(Professional Services)

NAME OF BIDDER: BID NO.: **DWS16 -1222 WTE**

CLOSING TIME 11:00am ON **31 JANUARY 2023**

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

APPOINTMENT OF PANEL OF PROFESSIONAL SERVICE PROVIDERS (PSP'S) TO SUPPLY GEOTECHNICAL ENGINEERING AND ENGINEERING GEOLOGICAL SERVICES TO THE INFRASTRUCTURE MANAGEMENT (IM) BRANCH ON PROJECT BASES FOR A PERIOD OF THREE (3) YEARS.

DESCRIPTION:	(IM) BRANCH ON PROJECT BASES FOR A PERIOD OF THREE (3) YEARS.
ITEM NO	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>

- | | | |
|-------------------------------|-------------------|------------------|
| 1. Lead Engineering Geologist | _____ Hourly rate | _____ Daily rate |
| 2. Lead Geotechnical Engineer | _____ Hourly rate | _____ Daily rate |

Any enquiries regarding bidding procedures may be directed to the –

DEPARTMENT OF WATER AND SANITATION
Acquisitions Management - WTE
Email: BidenuiresWTE@dws.gov.za
Tel no.: **012 336 7780/6562/8151/7596**

Or for technical enquires –
Email: MgabisaN@dws.gov.za
Cell no.: **064 890 8444**

ALL enquires should be in writing to the abo



A PANEL OF PROFESSIONAL SERVICE PROVIDERS (PSP'S) TO PROVIDE GEOTECHNICAL ENGINEERING AND ENGINEERING GEOLOGICAL SERVICES TO THE INFRASTRUCTURE MANAGEMENT (IM) BRANCH ON A PROJECT BASIS FOR A PERIOD OF THREE (3) YEARS.

1. PURPOSE

The Department of Water and Sanitation (DWS) seeks to establish a panel of Professional Service Providers (PSP's) to provide geotechnical engineering and engineering geological services to the Infrastructure Management (IM) Branch on "as in when required basis" basis.

2. BACKGROUND

The Council for Geoscience (CGS) was historically appointed to provide professional engineering services to the Department of Water and Sanitation (DWS) as DWS did not have its own Geotechnical Engineering and Engineering Geological unit. The contract with CGS was terminated as it was no longer in line with current financial control regulations.

3. OBJECTIVES

The purpose of appointing the Competent Key Personnel as the Lead Geotechnical Engineer and Lead Engineering Geologist to provide geotechnical and engineering geological services is to enable the IM Branch to successfully implement the design and construction of new dams and water related structures like pump stations, pipelines, canals, etc. Assistance is also required with dam safety inspections, and rehabilitation of existing dams. These services are to include the testing of materials and conducting of specialist soils and concrete materials laboratory testing. More than one (1) Professional Service Provider (PSP) should be appointed to be part of the panel of geotechnical engineers and engineering geologists that will render geotechnical and geological services to Infrastructure management (IM) Branch.

4. PROPOSAL

The Department is seeking proposals from Professional Service Providers (PSPs) that are knowledgeable and experienced in Geotechnical and Engineering Geological services with specific competence in water retaining structures. Work will be done on an assignment basis in which successful bidders shall make submissions for approval by Chief Directorate: Engineering Services (CD: ES). The submissions must include a rate and Curriculum Vitae (CVs) for the services of a Competent Key Personnel as the Lead Engineering Geologist (EG) and Lead Geotechnical Engineer (GE) with assistants. Provision must be made for the secondment of DWS personnel as part of the team for each assignment. The team should have suitable experience to render geotechnical and engineering geological services on new and existing water resource infrastructure such as dams & appurtenant structures, pipelines, reservoirs, pump stations as well as water treatment works. The Lead Geotechnical Engineer and Lead Engineering Geologist should be eligible for approval by Dam Safety Office to serve as professional team members for a category three dams.

5. SCOPE OF WORK

The work to be performed by the PSP(s) will include geotechnical engineering as well as engineering geological services for the Inception, Feasibility, Design and Construction and Post construction phases of all projects within Chief Directorate: Engineering Services. The geotechnical and the geological engineering services are required for all water resource projects such as dams and appurtenant structures (access roads, chambers etc.), all other water retaining structures, dam safety evaluations, dam safe rehabilitations, pipelines, reservoirs, pump stations and water treatment plants projects.

The following is required for the proposed scope of work:

- Demonstration of knowledge on local geology, and experience with geotechnical investigations in water resource infrastructure
- Experience on Large scale and/ or specialized geotechnical investigations in accordance to SAICE Site Investigation Code of Practice in dam engineering projects.
- Proven compliance of Environmental, Occupational Health and Safety and other legislative requirements in relation to engineering geological and geotechnical projects.
- Demonstrate an understanding of advance aspects of soil and rock behavior, and be able to provide solutions to various geotechnical problems such as tunnelling, rock slope safety assessment and assessment
- Capable to select appropriate strength parameters in the design and analysis of geotechnical structures
- Estimate safe allowable bearing capacities, soils and rock strength and foundation options.

6. DELIVERABLES

The Geotechnical Engineering and Engineering Geological team will be required to perform geotechnical engineering analyses and designs, engineering geological analyses and geotechnical investigations, perform and analyze field and laboratory tests, recommend suitable foundation systems for structures and then perform feasibility report and detailed design reports. During construction advice on the need for additional site investigations, determine and evaluate method statements for excavations, rock and weak layer support mechanisms, blasting, drilling, water pressure testing and foundation treatments. The Lead Geotechnical Engineer and Engineering Geologist will visit existing dams and evaluate the geological status of the dams in terms of the Dam Safety Regulations and provide a professional and expert view on the geotechnical and geological aspects in a report format. All work shall be done under the direct supervision of the Lead Geotechnical Engineer and the Lead Engineering Geologist. The Lead Geotechnical Engineer and the Lead Engineering Geologist will provide professional and expert inputs on all geotechnical and engineering geological matters as requested by DWS personnel.

Deliverables	Due Date
Reports on the Inception, Feasibility, Design, Construction and Post Construction	As per the financial proposal submitted by the Service provider
Reports on the Dam Safety Inspections and Evaluations	As per the financial proposal submitted by the Service provider
Reports on Dam Safety Rehabilitation Projects	As per the financial proposal submitted by the Service provider
Reports on Pipelines, Reservoirs, Pump Stations and Water Treatment Plants	As per the financial proposal submitted by the Service provider

7. SPECIAL CONDITIONS OF CONTR ACT

A Request for Quotation (RFQ) will be sent to the pre-qualified Professional Service Providers (PSP) when the Department of Water and Sanitation (DWS) requires geotechnical engineering and engineering geological services. Appointments will be made based on regulation 6: of Preferential Procurement Regulations, 2017, 90/10-point system as follows: Price = 90 points and Preference = 10 points.

Please note that the appointment of a bidder on the DWS panel of Pre-qualified PSP(s) to provide geotechnical engineering and engineering geological services to the Infrastructure Management Branch is not intended and may not be interpreted or deemed to guarantee or create an expectation that the DWS will indeed appoint a service provider or require any of these services as specified in this document.

- Comply with Occupational Health and Safety Act No. 85 of 1993.
- Comply with National Environmental Management Act, Act No. 107 of 1998
- Comply with National Water Act, Act No. 36 of 1998 / Dam Safety Regulations
- Comply with Construction Regulations, 2014.

Legislative Requirements

(a) A copy of a valid Letter of Good Standing from the Compensation Commissioner, in terms of the Compensation for Occupational Injuries and Diseases Act (COIDA)

Note: It is a condition of tender that the above listed documents should be submitted by the recommended bidder within 14 days after being notified to do so by the Department. Failure to submit the said documents within 14 days of being requested to do so and in the manner specified above will invalidate the bid and the next recommended bidder will be considered.

8. EVALUATION CRITERIA

Proposals received will be evaluated on five (5) phases namely: Phase 1-Mandatory requirements, Phase 2- Pre-qualification criteria, Phase 3- Functionality Compliance, Phase 4-Administrative compliance, , and Phase 5-Price and Preference points claimed.

There is no Price offer associated with this tender, Project-specific invitations shall be issued in terms of this contract for future projects where Professional Services are required. Pricing for future tasks under this contract shall be determined by application of the relevant DPSA hourly fee rates for consultant, ECSA and SACNASP fee estimation methods to the project's scope of work. The evaluation will then be done in accordance with regulation 6 of Preferential Procurement Regulations 2017.

Phase 1: Mandatory Requirement

Bidders are required to comply with the following listed below: - Failure to comply will lead to disqualification of the proposal.

No.	Criteria	Yes	No
1	Bidders must attend the compulsory briefing and bidders name must appear on the attendance register.		
2	Lead Geotechnical Engineer must attach a valid and active certified copy of Professional registration with the Engineering Council of South Africa (ECSA) and comprehensive Curriculum Vitae (CVs).		
3	Lead Engineering Geologist must attach a valid and active certified copy of Professional registration with the South African Council for Natural Scientific Professionals (SACNASP) and a comprehensive Curriculum Vitae (CVs)		
4	Company must submit proof of valid and current professional indemnity insurance to the value of their bid price		

Phase 2: Pre-qualification criteria

- Prequalification criteria will be used in this bid to advance designated groups on the basis of BBEE Status Level of contributor, EME's and QSE's
- Failure to meet the below indicated prequalification criteria in terms of the PPR, 2017, Regulation 4 will automatically disqualify your bid.

Any box ticked below will be verified thoroughly by the Department and proof will be requested if not submitted.

- **EME or QSE**

QSE (Qualifying Small Enterprises)	EME (Exempted Micro Enterprises)

- **B-BBEE STATUS LEVEL CONTRIBUTOR**

LEVEL1	LEVEL2

Bidders will be prequalified on the basis of attaining B-BBEE Status Level 1 or 2 to be eligible for further evaluation. Bidders with B-BBEE Status Level other than 1 or 2 will not be eligible for further evaluation.

Only bidders who are EME or QSE will be considered for this bid.

Phase 3: Functionality Compliance

Bidders must score at least **60 out of 100** in respect of functionality in order to qualify for advancement to Phase 5. A bidder that scores less than **60 out of 100** will be regarded as submitting a non-responsive bid and will be disqualified.

Functionality shall be scored using the following returned schedules in Annexure A:

- Form 1: Methodology
- Form 2: Experience of Competent Key Personnel: Lead Geotechnical Engineer
- Form 2a: Experience of Competent Key Personnel: Lead Engineering Geologist
- Form 3: Years of Experience of Competent Key Personnel: Lead Geotechnical Engineer
- Form 3a: Years of Experience of Competent Key Personnel: Lead Engineering Geologist
- Form 4: Qualifications of Competent Key Personnel: Lead Geotechnical Engineer
- Form 4a: Qualifications of Competent Key Personnel Lead Engineering Geologist
- Form 5: Transfer of Skills

The weight that will be allocated to each functionality criterion is as follows (unless otherwise stated): 0 = very poor, 1 = poor, 2 = average, 3 = good, 4 = very good and 5 = excellent.

The evaluators are to score the bidder and use the scored value to determine the achieved weight of the criterion.

Returnable Forms	Criteria	Point Value	Weight of Criterion	Bidder Score
Form 1:	<u>Methodology</u> The tenderers' ability to relate to the proposed scope of work/project design: The following requirements must be demonstrated: 1. Work plan for assignments must be shown in detail and must comply with legislations related to the scope of work. 2. Technical capability including resources plan, access to equipment and accredited testing facilities. 3. Service delivery: Facilities and Equipment schedules 4. General Management and Operations Plan 5. Presentation of work done to be demonstrated in a clear and detailed manner. Please complete section M1, M2 & M3 of part T2.2 Returnable documents.		30	
	Demonstrated compliance to all requirements	5		
	Demonstrated compliance to no.1 and one other (2 or 3)	4		
	Demonstrated compliance to only no.1	3		
	Demonstrated compliance to only no. 2 and 3	2		
	Demonstrated compliance to either no. 2 or 3	1		
	Demonstrated compliance to none	0		

Returnable Forms	Criteria	Point Value	Weight of Criterion	Bidder Score
Form 2:	<u>Experience of Competent Key Personnel: Lead Geotechnical Engineer</u> Number of successfully completed geotechnical and geological projects as per Scope of Works. Completion certificates of completed projects must be submitted. In the event of projects currently being undertaken reference letters should be provided.		10	
	5 or more projects	5		
	4 projects	4		
	3 projects	3		
	2 projects	2		
	1 project	1		
	No project	0		
Form 2a:	<u>Experience of Competent Key Personnel: Lead Engineering Geologist</u> Number of successfully completed geotechnical and geological projects as per Scope of Works. Completion certificates of completed projects must be submitted. In the event of projects		10	

	currently being undertaken reference letters should be provided.			
	5 or more projects	5		
	4 projects	4		
	3 projects	3		
	2 projects	2		
	1 project	1		
	No project	0		
Form 3:	<u>Years of Experience: Lead Geotechnical Engineer</u> Number of years in practice. <ul style="list-style-type: none"> • Large scale and/ or Specialised geotechnical investigations in accordance to SAICE Site Investigation Code of Practice. • Proven compliance of Environmental, Occupational Health and Safety and other legislative requirements in relation to engineering geological and geotechnical projects. • Knowledge of local geology. • Experience with geotechnical investigations for water resource infrastructure. 		10	
	More than 11 years	5		
	8 – 11 years	4		
	5 – 8 years	3		
	2 – 5 years	2		
	Less than 2 years	1		
	Less than 1 year	0		

Returnable Forms	Criteria	Point Value	Weight of Criterion	Bidder Score
Form 3a:	<u>Years of Experience: Lead Engineering Geologist</u> Number of years in practice. <ul style="list-style-type: none"> • Large scale and/ or Specialised geotechnical investigations in accordance to SAICE Site Investigation Code of Practice. • Proven compliance of Environmental, Occupational Health and Safety and other legislative requirements in relation to engineering geological and geotechnical projects. • Knowledge of local geology. • Experience with geotechnical investigations for water resource infrastructure. 		10	
	More than 11 years	5		
	8 – 11 years	4		
	5 – 8 years	3		
	2 -5 years	2		
	Less than 2 years	1		
	Less than 1 year	0		
	Form 4:	<u>Qualifications: Lead Geotechnical Engineer</u>		
Master's degree or above		5		
Honours Degree/Post graduate diploma		4		
Bachelor Degree (BEng/BSc/B-Tech)		3		
National Diploma		2		
Certificate		1		
No qualifications		0		
Form 4a:		<u>Qualifications: Lead Engineering Geologist</u>		10
	Master's degree or above	5		
	Honours Degree/Post graduate diploma	4		
	Bachelor Degree (BEng/BSc/B-Tech)	3		
	National Diploma	2		
	Certificate	1		
	No qualifications	0		

Returnable Forms	Criteria	Point Value	Weight of Criterion	Bidder Score
Form 5	Transfer of skills		10	
	1. A thorough plan which will ensure that the each (1) candidate produces work that will make them eligible for professional registration with their respective professional bodies (ECSA or SACNASP) is required.			
	2. Provide number of candidates trained and have successfully registered with relevant professional bodies (e.g. ECSA or SACNASP).			
	3. Indicate how the performance of candidates will be assessed.			
	Compliance to all	5		
	Compliance to 2	3		
	Compliance to 1	1		
	Compliance to none	0		

Phase 4: Administrative Compliance

Bidders are required to comply with the following listed below:

No	Criteria	Yes	No
1	National Treasury's Central Supplier Database summary registration report.		
2	Tax compliant with SARS (to be verified through CSD and SARS).		
3	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC)		
4	Complete, sign and submit Standard Bidding Documents forms (SBD 1, SBD 3.3, SBD 4, and SBD 6.1.		

Phase 5: Evaluation of Price and Preference Points Claimed

The 90/10 Principle will be applied in terms of the Preferential Procurement Regulations, 2017. The formula used to calculate the price points, during the allocation of projects from the panel, and the preference points that will be allocated will be according to the 2017 PPPFA regulations.

There is no Price offer associated with this tender, Project-specific invitations shall be issued in terms of this contract for future projects where Professional Services are required. Pricing for future tasks under this contract shall be determined by application of the relevant DPSA hourly fee rates for consultant, ECSA and SACNASP fee estimation methods to the project's scope of work. The evaluation will then be done in accordance with regulation 6 of Preferential Procurement Regulations 2017

Attach a copy of a valid B-BBEE Certificate. Tenderers who qualify as Exempted Micro Enterprises (EME) may submit a valid Sworn Affidavit signed by the EME representative and attested by a Commissioner of Oaths confirming its annual total revenue of R10 million or less and indicating B-BBEE Level Contributor. Alternatively, the bidder may submit a valid B-BBEE Certificate for Exempted Micro Enterprises issued by the Companies & Intellectual Property Commission (CIPC) on behalf of the Department of Trade and Industry on 24 April 2018.

In the case of Qualifying Small Enterprises (QSE), if the bidding entity is more than 51% black owned, the bidder may submit a valid Sworn Affidavit, signed by the QSE representative and attested by a Commissioner of Oaths. (in line with the Justices of the Peace and Commissioners of Oaths Act, 1963). If the QSE is less than 51% black owned, then the bidding entity will be required to provide a copy of a valid BBEE Certificate.

Only B-BBEE Status Level Verification Certificates issued by agencies accredited by SANAS will be accepted. In case of a trust, consortium or joint venture, all bidders must submit a valid consolidated B-BBEE Status Level Verification Certificate issued by an agency accredited by SANAS or copies thereof

9. Enquiries

Any enquiries regarding bidding procedures may be directed to the –

DEPARTMENT OF WATER AND SANITATION

Acquisitions Management - WTE Email:

BidenquiresWTE@dws.gov.za

Or for technical enquires – Email:

MgabisaN@dws.gov.za

ALL enquires should be in writing to the above email addresses