



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

DUE AT 11:00 ON

**(CLOSING DATE: 14 FEBRUARY 2023)**

**DWS18 1222 WTE**

**THE SUPPLY AND DELIVERY OF BULK PULVERIZED FLY ASH (PFA) TO THE  
DEPARTMENT OF WATER AND SANITATION, CLANWILLIAM DAM FOR 55  
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: 19 January 2023

Time: 10:00

Venue: Clanwilliam Dam, Construction South

GPS Coordinates: 32°11'07.2"S 18°52'24.1"E

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

**COMPILED BY: CONSTRUCTION**

# DEPARTMENT OF WATER AND SANITATION

## BID : DWS18 1222 WTE

### THE SUPPLY AND DELIVERY OF BULK PULVERIZED FLY ASH (PFA) TO THE DEPARTMENT OF WATER AND SANITATION, CLANWILLIAM DAM FOR 55 MONTHS

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  - Schedule of proposed Sub-Contractors
  - Amendments proposed by tenderer
- (b) Verification documentation to be submitted to confirm 30% sub-contracting
  - B-BBEE Status Level Verification Certificate
  - Pro-forma sub-contracting agreement signed by both parties
- (c) Additional Documentation to be submitted
  - A copy of the "Letter from the Manufacturer" confirming the supply arrangement
  - A copy of SANS Certificate of Compliance to Standard

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**DEPARTMENT OF WATER AND SANITATION**

**BID : DWS18 1222 WTE**

**THE SUPPLY AND DELIVERY OF BULK PULVERIZED FLY ASH (PFA) TO THE DEPARTMENT OF WATER AND SANITATION, CLANWILLIAM DAM FOR 55 MONTHS**

T1. TENDERING PROCEDURES

T1.1 PART A: INVITATION TO BID

T1.2 PART B: TERMS AND CONDITIONS FOR BIDDING

T1.3 CONDITIONS OF TENDER

## T1.1 PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DWS18 1222 WTE	CLOSING DATE:	14 FEBRUARY 2023	CLOSING TIME:	11:00
DESCRIPTION	THE SUPPLY AND DELIVERY OF BULK PULVERIZED FLY ASH (PFA) TO THE DEPARTMENT OF WATER AND SANITATION, CLANWILLIAM DAM FOR 55 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
THE BID BOX AT THE ENTRANCE					
OF ZWAMADAKA BUILDING					
157 FRANCIS BAARD STREET, PRETORIA, 0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Bid Office		CONTACT PERSON	M. Röhrs	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	bidenquirieswte@dws.gov.za		E-MAIL ADDRESS	RohrsM@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:		<b>OR</b>	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					
<b>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.</b>					

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

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>1.3. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>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."</p>

**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 : DWS18 1222 WTE

THE SUPPLY AND DELIVERY OF BULK PULVERIZED FLY ASH (PFA) TO THE DEPARTMENT OF WATER AND SANITATION, CLANWILLIAM DAM FOR 55 MONTHS

## T1.3 CONDITIONS OF TENDER

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

## T1.3 CONDITIONS OF TENDER

### 1. ISSUING OF DOCUMENTS

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

### 2. QUERIES WITH RESPECT TO THIS BID

[Bidding](mailto:Bidding) enquiries may be directed to [Bid enquiriesWTE@dws.gov.za](mailto:Bid enquiriesWTE@dws.gov.za) and technical enquires may be directed to [havengaf@dws.gov.za](mailto:havengaf@dws.gov.za)

### 3. ELIGIBILITY

An Entity is not eligible to submit a bid if:

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

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

#### **4. COMPLETION OF BIDS**

- (a) The bid must be signed on Part A Invitation to Bid form (SBD 1) with all blanks filled in Part A Invitation to Bid and Part B Terms and Conditions for Bidding.
- (b) All forms and schedules as per section T2.1 shall be completed in full. The documents as per section T2.2 shall be submitted.
- (c) **The Pricing Schedule in Section C3 of the bid document must be fully completed and priced out by the bidder. Failure to do so will deem your bid invalid.**
- (d) The bid documents shall not be separated in any way nor must any pages be detached from the original documents.
- (e) Each page of the completed document that will be submitted should be initialled by the Bidder at the bottom of the page.
- (f) Not make any alterations or additions to the bid documents, except to comply with instructions issued by the Department, or necessary to correct errors made by the Bidder. All signatories to the bid offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.
- (g) Submit alternative bid offers only if a main bid offer, strictly in accordance with all the requirements of the bid documents, is also submitted. The alternative bid offer is to be submitted with the main bid offer together with a schedule that compares the requirements of the bid documents with the alternative requirements the Bidder proposes.

#### **5. SUBMISSION OF BIDS**

The bidder will be required to submit a "Letter from the manufacturer" confirming the supply arrangement together with the bid document. . Failure to comply with this requirement will result in the bid being awarded to another bidder

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

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

**"ORIGINAL  
BID : DWS18 1222 WTE  
FOR BID: THE SUPPLY AND DELIVERY OF BULK PULVERIZED FLY ASH (PFA) TO THE DEPARTMENT OF  
WATER AND SANITATION, CLANWILLIAM DAM FOR 55 MONTHS**

and the name of the Bidder shall be clearly shown

- (b) 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.



## 6. 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 or letter signed by or on behalf of each participating person and/or company and/or firm authorising the person who signed the bid to do so.

## 7. TELEGRAPHIC BIDS

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

## 8. THE DEPARTMENTS RIGHT TO DECLINE ANY BID

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

## 9. DEPARTMENT NOT LIABLE FOR BIDDER'S EXPENSES

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

## 10. EVALUATION CRITERIA

Bids will be evaluated in five (5) phases as per Preferential Procurement Regulations, 2017 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act number 5 of 2000 (PPPFA). The bidder scoring the highest points in phase 5 price and preference (90/10) will be recommended for award. Five (5) evaluation phases are as follows: Mandatory requirements, Pre-qualification, Functionality compliance, Administrative compliance and Price and Preference Points Claimed

### Phase 1:

#### Mandatory requirements

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

**Yes - list the relevant documents required on the table below**

No	Criteria	Yes	No
1	Attendance of compulsory briefing session		
2	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 or from "Federated Employers Mutual Assurance (FEMA)		
3	Letter from manufacturer on the supply arrangement between manufacturer and bidder		
4	SANS compliance as listed in SANS 50450-1:2014 . EC Certificate of conformity, to be provided		
5	Authorisation letter from participating companies to those individuals authorised to sign		
6	The Bidder must have had a turnover for the last financial year of more than R40 million. Proof must be provided by bidder.		

No	Criteria	Yes	No
7	Must have done distribution of PFA for more than R20 mill previously		

**Phase 2:**

**Pre-Qualification:**

**Sub-contracting:**

Failure to meet the below indicated prequalification criteria in terms of the PPR, 2017, Regulation 9, will automatically disqualify your bid.

- Bidders must submit a list and contact information of subcontractors to be subcontracted (as and when required) in order to meet the 30% minimum subcontracting requirement. The subcontractors shall be EMEs or QSEs that are 51% Black owned by the following enterprises:

	Enterprises	Tick which type of enterprise is subcontracted	
		QSE	EME
1.	Black people		
2.	Black people who are youth		
3.	Black people who are women		
4.	Black people with disabilities		
5.	Black people living in rural or underdeveloped areas or townships		
6.	Cooperatives which are 51% owned by Black people		
7.	Black people who are military veterans		

Bidders shall submit subcontracting agreements between the main contractor and the subcontractor/s with this bid. Failure to submit subcontracting agreements shall render your bid non-responsive.

Verification documentation to be submitted to confirm 30% sub-contracting compliance requirements (failure to submit the supporting documents, the Bidder will be disqualified):

- B-BBEE status level verification certificate, or valid sworn affidavit of sub-contractor if applicable
- The Sub-contractor's proof of Central Supplier Database registration (CSD).
- Tax compliant with SARS (to be verified through CSD and SARS). Attach a copy of Tax Clearance certificate and PIN.
- Pro-forma sub-contracting agreement signed by both parties indicating the percentage (30%) to be sub-contracted

**Phase 3:**

**Functionality Compliance**

The bid will be evaluated using the below criteria. Bids that fails to achieve a minimum score of 25 will not be considered for phase 4 of the evaluation.

NO.	CRITERIA	DELIVERABLES	WEIGHTING/ JUDGEMENT PER CRITERIA	MAXIMUM POINTS
1.	<b>Schedule of Plant</b>	1. A fully completed and signed schedule list of major items of relevant equipment that the bidder own or will lease and have for this contract must be provided. The following must be presented on the schedule to be provided: <ul style="list-style-type: none"> <li>• Item description</li> </ul>	-2 Points	<b>Total for criteria 10</b>

		<ul style="list-style-type: none"> <li>Type and size –2 Points</li> <li>Capacity –2 Points</li> <li>Quantity –2 Points</li> <li>Year of manufacture –2 Points</li> </ul> <p>2. Provide the locations where the Plants may be inspected related to contactable references</p> <p>The amount of product to be delivered could be up to 650 ton /week therefore at least 5 of 30Ton Tankers will be required to be available when required for delivery. Points allocation will be as follow:</p> <p><b>TO BE PROVIDED IN THE SCHEDULE OF PLANT AND EQUIPMENT IN T2 STANDARD TENDER CONDITIONS</b></p>		
		6 and more 30 Ton tankers available	10	
		5 of 30 Ton Tankers available	7	
2.	<b>Past Experience</b>	<p>1. Contactable reference (description of the project, period of the contract, contract amount and project manager for reference)</p> <p>2. Provide a minimum of 3 contactable references for projects for which bulk supply and delivery of PFA where done <b>for a minimum value of R20 million.</b></p> <p>3. Bidders must submit signed reference letter(s) from previous clients/employer.</p> <p>4. Note that only completed projects will be accepted for evaluation.</p> <p>Reference letter(s) must indicate any of the above listed projects completed by the bidder. Points allocation will be as follow:</p> <p><b>TO BE PROVIDED IN THE SCHEDULE OF SCHEDULE OF SIMILAR WORK UNDERTAKEN IN T2 STANDARD TENDER CONDITIONS</b></p>		<b>Total for criteria 10</b>
		6 Completed bulk supply projects over 20 million	<b>10</b>	
		5 Completed bulk supply projects over 20 million	<b>8</b>	
		4 Completed bulk supply projects over 20 million	<b>6</b>	
		3 Completed bulk supply projects over 20 million	<b>4</b>	
3.	<b>Quality Management System</b>	<ul style="list-style-type: none"> <li>Provide a sample Compliance SABS certificate that will be provided after every 1000 Tons delivered.</li> </ul>	<b>Yes=10 No= 0</b>	<b>Total for criteria 10</b>
	<b>TOTAL</b>		<b>Max 30 Min 25</b>	

#### Phase 4:

##### Administrative Compliance:

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

No	Criteria	Yes	No
1	Companies must be registered with National Treasury's Central Supplier Database. Provide MAAA number on SBD1		
2	Tax compliance status pin code (to be verified through CSD or SARS). Attach a copy of Tax compliance pin page		
3	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach copy of CIPC / CIPRO certificate.		
4	The Bid must be signed by a director of the company or a duly authorised person and proof of such authority must be submitted with the bid.		
5	A copy of valid of B-BBEE Status Level Verification Certificate or original sworn affidavit in the case of an EME. (Failure to submit, the Bidder will forfeit the preferential points to be claimed).		
6	Complete, sign, submit SBD1, SBD 3.2, SBD 4, SBD 6.1		

#### Phase 5: Evaluation of Price and Preference Points Claimed

The bidder scoring the highest points in phase 5 price and preference (90/10) will be recommended for award.

Attach a valid B-BBEE Certificate or copies thereof. 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 an original and valid BBEE Certificate or copies thereof.

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.

**BIDDERS MUST SUBMIT ORIGINAL CERTIFIED COPIES OF DOCUMENTS FOR EVALUATION PURPOSES NO COPIES OF THE DOCUMENTS WHICH HAVE ALREADY BEEN CERTIFIED FOR TENDERING PURPOSES WILL BE ACCEPTED**

#### 11. REJECTION OF BID

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

## 12. RESULTS OF BIDS

Results of non-acceptance of bids will be sent to individual unsuccessful bidders. Particulars of accepted bids will be on Department of Water and Sanitation website and National Treasury e-tender portal.

### DEPARTMENT OF WATER AND SANITATION

BID : DWS18 1222 WTE

## THE SUPPLY AND DELIVERY OF BULK PULVERIZED FUEL ASH (PFA) TO THE DEPARTMENT OF WATER AND SANITATION, CLANWILLIAM DAM, FOR 55 MONTHS

### T2. FORMS AND SCHEDULES TO BE COMPLETED BY TENDERER

#### T2.1 FORMS TO BE COMPLETED

Declaration of interest (SBD 4)

Instructions to bidders: purchases (ANNEXURE 7)

#### T2.2 DOCUMENTS TO BE SUBMITTED

- (d) Schedules to be submitted:
  - Schedule of similar work undertaken
  - Schedule of proposed Sub-Contractors
  - Amendments proposed by tenderer
- (e) Verification documentation to be submitted to confirm 30% sub-contracting
  - B-BBEE Status Level Verification Certificate
  - Sub-Contractor Status Verification / Sworn Affidavit
- (f) Additional Documentation to be submitted
  - A copy of the "Letter from the Manufacturer" confirming the supply arrangement
  - A copy of SANS Certificate of Compliance to Standard

**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 interest<sup>1</sup> 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

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:  
 .....  
 .....

**3 DECLARATION**

<sup>1</sup> 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.

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 consortium<sup>2</sup> 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.
- 3.4 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.
- 3.5 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.
- 3.6 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

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the 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 **90/10** preference point system shall be applicable.

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
<b>PRICE</b>	90
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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) **“price”** 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. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 4. POINTS AWARDED FOR PRICE

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

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

**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

##### 4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

##### 4.3 POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

### 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

5.1 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

**6. BID DECLARATION**

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

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

7.1 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.)

**8. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME 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 √
<b>Black people</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Black people who are youth</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Black people who are women</b>	<input type="checkbox"/>	<input type="checkbox"/>

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

**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

**9.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**9.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs

1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES
1. ....
2. ....

..... SIGNATURE(S) OF BIDDERS(S)
DATE: .....
ADDRESS .....
.....
.....

**T2.2 (a) SCHEDULES TO BE SUBMITTED**

**CERTIFICATE OF ATTENDANCE AT SITE MEETING**

This is to certify that (*tenderer*) .....  
of (*address*) .....  
..... was represented by the person  
named below at the compulsory meeting held for all tenderers at (*location*).....  
..... on (*date*)..... starting at (*time*) .....

I acknowledge that the purpose of the meeting was to acquaint myself with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me to take account of everything necessary when compiling our rates and prices included in the tender.

**Particulars of person attending the meeting:**

Name: .. Signature: .....

Capacity: .....

**Attendance of the above person at the meeting is confirmed by the Employer's representative, namely:**

Name: . Signature: .....

Capacity: ..... Date and Time: .....

**SCHEDULE OF PLANT AND EQUIPMENT**

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

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

DESCRIPTION <i>(type, size, capacity etc)</i>	QUANTITY	YEAR OF MANUFACTURE	PRESENT FINANCIAL LIABILITY

*Attach additional pages if more space is required*

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

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

*Attach additional pages if more space is required*

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

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

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

DATE: .....

**SCHEDULE OF SIMILAR WORK UNDERTAKEN**

The following is a statement of work of similar nature recently successfully executed by myself / ourselves:

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	/ CLIENT: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

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

DATE: .....

**SCHEDULE OF PROPOSED SUBCONTRACTORS (At least 30%)**

I/We hereby notify you that it is my/our intention to employ the following subcontractors for work in this contract.

If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with requirements of the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

I/We confirm that all subcontractors who are contracted to construct a house or building are registered as home builders with the National Home Builders Registration Council.

COMPLETE AND ATTACHED: Schedule of Proposed sub-contractor together with a pro-forma sub-contracting agreement signed by both parties

In accordance with the General Conditions of Contract the Bidder shall state hereunder the names of sub-contractors he proposes to employ for the execution of certain sections of the Works.

ITEM (Please specify)	PROPOSED SUBCONTRACTOR	ADDRESS TELEPHONE AND FAX NUMBER WHERE MANUFACTURE INSPECTION AND TESTS WOULD BE EXECUTED	B-BEE LEVEL OF SUBCONTRACTOR (B-BEE Certificate or sworn affidavit from DTI must be attached)

**IMPORTANT NOTE:** Refer to SBD 2: Tax Clearance Certificate Requirements, paragraph 4: In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate. (Failure to comply with this requirement will render your bid non-responsive)



DID YOU ATTACH ORIGINAL AND VALID TAX CLEARANCE CERTIFICATES OF ALL SUB-CONTRACTORS AS LISTED ABOVE?

YES  NO

FAILURE BY THE BIDDER TO ATTACH LISTED SUB-CONTRACTORS' ORIGINAL AND VALID TAX CLEARANCE CERTIFICATES, THE BID SHALL BE REGARDED AS NON-RESPONSIVE

DID YOU ATTACH CERTIFIED COPIES OF VALID B-BBEE CERTIFICATES OF ALL SUB-CONTRACTORS' AS LISTED ABOVE?

YES  NO

FAILURE BY THE BIDDER TO ATTACH LISTED SUB-CONTRACTORS' CERTIFIED COPIES OF VALID B-BEE CERTIFICATES OR IN CASE OF EMEs A SWORN AFFIDAVIT OBTAINABLE FROM THE DEPARTMENT OF TRADE AND INDUSTRY, THE BID SHALL BE REGARDED AS NON-RESPONSIVE

DID YOU ATTACH CERTIFIED COPIES OF VALID ID DOCUMENTS OF OWNERS OF ALL SUB-CONTRACTORS' AS LISTED ABOVE?

YES  NO

FAILURE BY THE BIDDER TO ATTACH LISTED SUB-CONTRACTORS' CERTIFIED COPIES OF VALID ID DOCUMENT, THE BID SHALL BE REGARDED AS NON-RESPONSIVE

DID YOU ATTACH CERTIFIED COPIES OF INCORPORATION OF THE COMPANY (CIPC CERTIFICATES) OF ALL SUB-CONTRACTORS AS LISTED ABOVE?

YES  NO

FAILURE BY THE BIDDER TO ATTACH LISTED SUB-CONTRACTORS' CERTIFIED COPIES OF INCORPORATION OF COMPANY (CIPC CERTIFICATES), THE BID SHALL BE REGARDED AS NON-RESPONSIVE

NAME OF BIDDER: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_ DATE: \_\_\_\_\_

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

**VERIFICATION DOCUMENTATION**

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

Attach a copy of valid B-BBEE Status Level Verification Certificate.

Tenderers who qualify as Exempted Micro Enterprises (EME) may submit an original 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 an original 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 valid BBEE Status Level Verification 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 .

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

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

DATE: .....

**ADDITIONAL INFORMATION**

The following documentation to be included after this page:

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

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

DATE: .....

**DEPARTMENT OF WATER AND SANITATION**

**BID : DWS18 1222 WTE**

**THE SUPPLY AND DELIVERY OF BULK PULVERIZED FUEL ASH (PFA) TO THE DEPARTMENT OF WATER AND SANITATION, CLANWILLIAM, FOR 55 MONTHS**

**C1 CONTRACT DATA**

C1.1 NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT

C1.2 SPECIAL CONDITIONS OF CONTRACT

## C1.1 GENERAL CONDITIONS OF CONTRACT

### GOVERNMENT PROCUREMENT

#### GENERAL CONDITIONS OF CONTRACT

##### NOTES

The purpose of this document is to:

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

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

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

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## General Conditions of Tender

### 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](http://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 analysed 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 good's 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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may



at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 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.
- 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 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.

## C1.2 SPECIAL CONDITIONS OF CONTRACT

Item	Sub-Clause	Data
<b>Application</b>	2.2	Additional specifications follow from clause 33 below.
<b>Performance Security</b>	7.1	Performance guarantee of <b>10%</b> of Contract sum
<b>Packing</b>	9.2	The equipment will be transported on suitable trucks and
<b>Delivery and documents</b>	10.1	All deliveries will be delivered to the site, accompanied by the necessary delivery documents, material quality documents, item description.
	10.2	These documents will be signed on delivery by a designated person. A copy of the delivery note will be provided to the designated person.
<b>Insurance</b>	11.1	It is the supplier's responsibility to be fully insured against loss or damage incidental to manufacture or acquisition and transportation till it is delivered to site.
<b>Transportation</b>	12.1	An all-inclusive delivered price is required.
<b>Incidental services</b>	13.1	No additional services are required.
<b>Spare parts</b>	14	Not applicable.
<b>Warranty</b>	15	The period of guarantee or Defects Liability Period as stipulated in the "General Conditions of Contract for Construction Works, Third Edition (2015)", shall read twelve (12) months from the date of issue of the Certificate of Completion by the Engineer to the Contractor or on completion of Dry testing, whichever is the latest and shall terminate with the issue of the Final Approval Certificate by the Department.
<b>Payment</b>	16.1	An original Tax Invoice clearly stating the items and quantities delivered should be provided to the client.  Payment will be done within 30 days of receipt of the Tax Invoice by depositing the payment directly into the bank account of the successful bidder.  No cash payment will be done.
	16.4	Payment will be made in Rand.
<b>Prices</b>	17.1	Only price adjustments in accordance with the escalation formula as contained in the Pricing Schedule SBD 3.2 will be considered.
		<p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> $(1 - x) \left[ \frac{aL_t}{L_o} + \frac{bP_t}{P_o} + \frac{cM_t}{M_o} + \frac{dF_t}{F_o} - 1 \right]$ <p>x = 0.10 =Fixed a = Labour b = Contractors Equipment c = Material</p>

			d =Fuel
<b>Prices</b>	17.1	<p>The definition and source of: "L" is the "labour Index",</p> <p>"P" is the "Plant Index"</p> <p>"M" is the "Materials Index"</p> <p>"F" is the Fuel Index</p>	<p>The Consumer Price Index for the urban area nearest to the Site, in the Western Cape Province, as stated in the Contract Data, and as published in the Statistical News Release, P0141, Additional Tables: Table A "CPI- all items according to area" of Statistics South Africa and published by SAFCEC from time to time.</p> <p>Producer Price Index applicable to the appropriate Construction equipment as stated in the Contract Data and as published in the Statistical Release P0151.1, Plant (Civil) Table 4 of Statistics South Africa and published by SAFCEC from time to time.</p> <p>Producer Price Index applicable to the appropriate materials as stated in the Contract Data and as published in the Statistical Release P0151.1, Material (Civil) Table 6 of Statistics South Africa and published by SAFCEC from time to time.</p> <p>Producer Price Index for Diesel at wholesale level for the coastal area as stated in the Contract Data and as published in the Statistical Release P0142.1 Diesel Fuel Coastal, Table 1 of Statistics South Africa and published by SAFCEC from time to time.</p>
<b>Prices</b>	17.1	Price adjustments for variations in the costs of special materials are allowed	Special Material(s) Unit Rate
<b>Settlement of Disputes</b>	27.4	<p>In the event of any dispute arising from this contract, including the implementation, execution, interpretation, rectification, termination or cancellation of this contract, the Parties shall make every effort to settle such dispute amicably.</p> <p>If the dispute is not capable of being settled amicably, the Parties shall refer the matter to the court of law having jurisdiction to hear the matter.</p>	
<b>Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws.	
<b>Additional Special</b>	33	The limit of retention money - <b>5%</b> of the accepted Contract Amount	

<b>conditions</b>		
		Defects and liability period -12 Months
		The time for practical Completion- 55 Months from commencement date
		The name of Employer -Minister of Water and Sanitation
		The address of the Employer: Department of Water and Sanitation Private Bag X313 Pretoria 0001 Email : Bidenquirieswte@dws.gov.za
		The name of the Employers Agent. - Contract Manager DWS Construction South
		The address of the Employers Agent. Department of Water and Sanitation Construction South 4-6 Alkmaar Str. Paarl Email: RohrsM@dws.gov.za
		The Pricing Strategy - Re-measurable
		R50 000,00 per working day
		The security to be provided by the contractor - Performance guarantee of <b>10%</b> of Contract sum
		The percentage advance on materials not yet built into the Permanent Works - 0%
		The limit of indemnity for liability insurance - R 1 000 000.00
		The number of Adjudication Members to be appointed by the Contractor - 1
		The determination of disputes - By arbitration



**DEPARTMENT OF WATER AND SANITATION**

**BID : DWS18 1222 WTE**

**THE SUPPLY AND DELIVERY OF BULK PULVERIZED FUEL ASH (PFA) TO THE DEPARTMENT OF WATER AND SANITATION, CLANWILLIAM DAM, FOR 55 MONTHS**

**C2 SPECIFICATIONS**

**CONTENT**

- C2.1 STANDARD SPECIFICATION**
- C2.2 PROJECT SPECIFICATION**

## **C2.1 STANDARD SPECIFICATION**

### **SS 1 APPLICABLE STANDARD SPECIFICATIONS**

The applicable standard specifications are:

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

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

## **C 2.2 PROJECT SPECIFICATIONS**

### **PS 1. PROJECT DESCRIPTION**

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

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

### **PS 2. LOCATION AND ACCESS TO SITE**

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

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

### **PS 3. SCOPE OF WORK**

#### **PS 3.1 SERVICE REQUIRED**

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

#### **PS 3.2 SUPPLIERS**

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

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

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

#### **PS 3.3 ADDITIONAL REQUIREMENTS**

3.3.1 The originating factory of the Pulverized Fuel Ash (PFA) must be stated in the supporting documents.

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

- 3.3.3 The Pulverized Fuel Ash (PFA) shall be free flowing and free of lumps or other deleterious matter. Hardened or lumpy Pulverized Fuel Ash (PFA) shall not be accepted when delivered to site and if so, be removed by the Bidder at his expense.
- 3.3.4 On delivery date the Pulverized Fuel Ash (PFA) shall not be older than 30 days from date of manufacture.
- 3.3.5 Quality conformance documentation to be supplied upon delivery.

#### **PS 3.4 ACCEPTANCE CRITERIA**

- 3.4.1 The Pulverized Fuel Ash (PFA) to be supplied in bulk shall comply to SANS 50450-1:2014 and all its supporting specifications.
- 3.4.2 The Loss on ignition shall be classified as Category A.
- 3.4.3 The fineness shall be classified as Category S.
- 3.4.4 The alkalis in the PFA in terms of the Sodium Oxide equivalent ( $\%Na_2O_e = \%Na_2O + 0.658 \times \%K_2O$ ) shall not exceed 1,2%(SANS 50450 – 2014 - 5.3.2)
- 3.4.5 All the properties of the PFA as listed in paragraph 5.5 of SANS 50450-1:2014 shall be supplied in a supporting document.
- 3.4.6 No PFA shall be accepted or delivered that does not conform to these specifications.
- 3.4.7 A SABS Certificate of compliance shall be submitted by the supplier, after every 1000 Tons of material delivered.
- 3.4.8 The material delivered to site shall be as cold as possible. The maximum temperature of 70 degrees Celsius will be allowed, but a temperature of 40 degrees Celsius is preferable. It is a requirement of this contract that the supplier must specify the maximum degrees Celsius of the product to be delivered. If the product exceeds the temperature it will be returned at suppliers own cost

#### **PS 4 PROGRAMME**

Delivery will be for a period of 55 months.

Delivery of PFA will commence by placement of an official order for a specific tonnage at a time.

#### **PS 5 QUANTITIES**

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

#### **PS 6 DELIVERY**

- 6.1 Deliveries may be made during working hours: 06h30 to 15h00, but not on the following days or periods:
- (i) Fridays 12h00 to Mondays 07h00.
  - (ii) All public holidays.
  - (iii) The period 11 December to 9 January.
- Unless otherwise agreed before delivery.

### **Last Friday of Month**

The last Friday of the month is regarded as the pay day of the Employer and Engineer's personnel. This is a non-working weekend for Employer and Engineer's personnel, and the Contractor will only be allowed to work with special permission on this day

- 6.2 All deliveries will be weighed on the weigh bridge on site.
- 6.3 No compressed air will be made available on site or at any point of delivery by the client to empty containers.
- 6.4 The suppliers shall nominate a contact person with whom the Department will arrange and schedule deliveries. Orders for material will be placed 48 hours before delivery is required. Failure to deliver on time will result in the imposition of the penalty prescribed in the General Conditions of Tender Contract and Order.

### **PS 7 PAYMENT**

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

### **PS 8 SAFETY, HEALTH AND ENVIRONMENTAL**

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

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

### **PS 9. LOCAL SOCIO-ECONOMIC DEVELOPMENT PARTICIPATION OBJECTIVES**

The following shall be applicable to this Contract as per particular specification CWD 68:

The Department of Water and Sanitation (DWS, also referred to as the "Employer") is committed to transformation within the construction industry and water sector through the optimisation of socio-economic benefits within its sphere of business influence in terms of the Broad-Based Black Economic Empowerment Act, (Act No. 53 of 2003). The general principles, upon which the implementation of the Olifants-Doorn River Water Resources Project (ODRWRP) is based, are:

1. Contribute to local and regional economic development by optimising the use of locally available skills, materials and resources - Local Socio-Economic Participation and Development (LSEPD);
2. Promote transformation, technology and skills transfer within the infrastructure development industry through employment creation, preferential procurement, enterprise development, training and skills development objectives - Socio-Economic Empowerment (SEE);
3. Ensure the project is implemented in a socially responsible and sustainable manner, and
4. Ensure economic access for Black people living in rural areas by incorporating them into the mainstream economy.

The Contractor must adhere to the minimum requirements and to report monthly on the implementation and compliance of the performance monitoring criteria of this specification (CWD68). The Employer will

audit the Contractor's compliance to this specification and notify the Employer's Agent to direct the Contractor on any non-compliance.

The cost for all personnel recruitment/administration and training in respect to compliance of this specification shall form part of the Safcec rates.

PS 6.1.1 Appointment of Labour

The Labour Desk which will be established by the Employer will be responsible for the recruitment of local labour. The Contractor shall advise the labour desk or CLC – Community liaison Committee in writing of the numbers of each category of temporary workers, which is required, and the period for which they are required.

The Contractor shall pay his employees and shall ensure that his Sub-contractors pay their employees rates of remuneration not less than prescribed by legislation and applicable to the area of the Works and shall observe conditions of employment which are no less favourable than those which are customary in the area in which the works are to be constructed for those trades and occupations involved in the fulfilment by the Sub-Contractor of his obligations under the Contract. The Sub-Contractor shall also practice and ensure that his Sub-contractors practice a policy of equal remuneration, conditions of employment and benefits for people of equal skills and productivity.

Local employment targets for local labour from designated groups to be comply with, as per CWD 68 (Table CWD68.4.1), is as follow:

<b>Designated Groups</b>	<b>Skilled or permanent staff target (%)</b>	<b>Local labour minimum target (%)</b>
Black people	75	90
Women	10	15
Youth	5	20
People with disabilities	2	1

PS 6.1.2 Local Procurement

The Contractor is to support Enterprises and Business in the local Clanwilliam Town and in Municipality area, including the township and rural areas, for goods or services.

PS 6.1.3 Training and Skills Development

The Employer is committed to the development of labour from the local area as well as elsewhere in SA. To achieve this objective, the Contractor shall implement a formal skills plan by following accredited SETA training programmes.

The Contractor is required to invest a minimum of 0,5% of the accepted Tender Amount on accredited SETA site training and development programmes.

Note: The Tenderer should acquaint themselves with the requirements of particular specification CWD 68. The contractor will adhere to these requirements at all time thorough out the contact period

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

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

\_\_\_\_\_  
BIDDER'S SIGNATURE

**DEPARTMENT OF WATER AND SANITATION**

**BID : DWS18 1222 WTE**

**THE SUPPLY AND DELIVERY OF BULK PULVERIZED FUEL ASH (PFA) TO THE DEPARTMENT OF WATER AND SANITATION, CLANWILLIAM DAM, FOR 55 MONTHS**

**C3: SBD 3.2 PRICING SCHEDULE**

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## C3.1 PREAMBLE TO THE SBD 3.2 – PRICING SCHEDULE

### 1 GENERAL

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

### 2. QUANTITIES REFLECTED IN THE PRICING SCHEDULE

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

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

### 3. PRICING OF THE SCHEDULE

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

### 4. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid, use of correction fluid will invalidate your bid, but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Bidder, failure to initial where the correction was done will invalidate your bid.

### 5. ARITHMETICAL ERRORS, OMISSION AND DISCREPANCIES

Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with 5.11 for:

- a) the gross misplacement of the decimal point in any unit rate,
- b) omissions made in completing the pricing schedule or bill of quantities, or
- c) arithmetical errors in:
  1. line item totals resulting from the product of a unit rate and a quantity in bill of quantities or schedules of prices, or
  2. the summation of the prices.

Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- d) If a bill of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- e) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer shall be asked to revise selected item prices (and their rates if bill of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of errors in the required manner.

### 6. MONTHLY PAYMENTS

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2015 (Third edition), in respect of "sum" items in the Schedule of Quantities shall be by means of interim progress instalments assessed by the Employers Agent and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

**7. UNITS OF MEASUREMENT**

The units of measurement described in the Schedule of Quantities are metric units for which the standard international abbreviations are used. Non-standard abbreviations which may appear in the Schedule of Quantities are as follows:

No. = number  
Sum = Lump sum



**PRICING SCHEDULE  
(Non-Firm Price)**

**BID : DWS18 1222 WTE**

**THE SUPPLY AND DELIVERY OF BULK PULVERIZED FUEL ASH (PFA) TO THE DEPARTMENT OF WATER AND SANITATION, CLANWILLIAM DAM, FOR 55 MONTHS**

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

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

<b>CLOSING TIME 11:00 ON:</b> .....	<b>BID NO.:</b> ..... (WTE)
<b>NAME OF BIDDER:</b> .....	

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

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE EXCL. VAT	BID PRICE IN RSA CURRENCY <u>IN RSA EXCLUDING VAT</u>
1.	53000 ton	<b>Supply and delivery of Pulverized Fuel Ash to Clanwilliam Dam as per specification:</b>  Pulverized Fuel Ash (in bulk)	R.....	R.....
			20% Esculation	R.....
			15% VAT	R.....
		<b>TOTAL BID PRICE</b>		R.....

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

- Required by: Department of Water and Sanitation
- At (Place of delivery): Clanwilliam Dam
- Manufacturer (i.e. Ash Resources) \_\_\_\_\_
- Location where product is sourced from (factory/depot) \_\_\_\_\_

- Delivery basis: Free on road to Clanwilliam Dam
- **Period required for delivery after receipt of order:** \_\_\_\_\_
- Delivery period: \*FIRM / NOT FIRM
- Is the price firm? \*YES / NO
- If the price is not firm state, the escalation formula / period:  
(DWS will entertain any claims for non-firm prices increases claimed at a later date unless such non-firm price adjustments are clearly motivated under Price Adjustments) \_\_\_\_\_
- Are you the manufacturer of the product offered? \*YES / NO
- If you are not the manufacturer did you include the "Letter from Manufacturer" \*YES / NO
- If so furnish this both "Letter of Authority" \*ATTACHED / NOT ATTACHED
- Does the item offered comply with any recognise Standards body, e.g. SABS? \* YES / NO
- If so furnish valid certificate to this end \*ATTACHED / NOT ATTACHED
- Is offer strictly to specification? \* YES / NO
- If not to specification, state deviation(s) \_\_\_\_\_  
\_\_\_\_\_
- Is all the relevant information filled in completed in the "Comply / Not Comply" under Section 3 of the bid document \*YES / NO

**NOTE: All delivery costs must be included in the bid price.  
Failure to complete all the relevant information in SBD 3.2 will render your bid as non-responsive.**

Any enquiries regarding bidding procedures may be directed to the –  
Department of Water and Sanitation  
Supply Chain Management Office  
Private Bag X313, Pretoria, 0001.  
Tel: (012) 336-7418/8988  
[bidenquirieswte@dws.gov.za](mailto:bidenquirieswte@dws.gov.za)

**Or**  
For technical or site information –  
M. Röhrs  
Mail: [RohrsM@dws.gov.za](mailto:RohrsM@dws.gov.za) (During office hours)

\_\_\_\_\_  
**SIGNATURE OF BIDDER**

## PRICE ADJUSTMENTS

### A NON-FIRM PRICES SUBJECT TO ESCALATION

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

$$(1 - x) \left[ \frac{aL_t}{L_o} + \frac{bP_t}{P_o} + \frac{cM_t}{M_o} + \frac{dF_t}{F_o} - 1 \right]$$

Where:

- x = Fixed 10% (0,10) of the original bid price. Is portion of the bid price remains firm, it is not subject to any price escalations.
  - a = Factor of the bid price for Labour
  - b = Factor of the bid price for Contractors Equipment
  - c = Factor of the bid price for Material
  - d = Factor of the bid price for Fuel
- The total of the various factors A, B, C, D must add up to 100%
- "Lt", "Pt", "Mt" & "Ft" = Index figure obtained from a Statistics South Africa and published by SAFCEC from time to time
  - "Lo", "Po", "Mo", "Fo" = Index figures at time of bidding

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

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

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

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

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

Pricing Schedule: Purchases (Non-firm prices)  
 (SBD 3.2)  
 November 2011