



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

DUE AT 11:00 ON

(CLOSING DATE: 21 FEBRUARY 2023)

BID DWS19 1222 WTE

**SUPPLY AND DELIVERY OF CONCRETE ADDITIVES FOR THE RAISING OF
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: 18 January 2023

Time: 10H00

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 DWS19 1222 WTE

SUPPLY AND DELIVERY OF CONCRETE ADDITIVES FOR THE RAISING OF CLANWILLIAM DAM FOR 55 MONTHS

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- Schedule of similar work undertaken (**Supply and delivery of concrete additives**)
- Schedule of proposed Sub-Contractors
- Amendments proposed by tenderer

(b) Verification documentation to be submitted to confirm 30% sub-contracting

- B-BBEE Status Level Verification Certificate
- Sub-Contractor Status Verification / Valid Sworn Affidavit
- Pro-forma sub-contracting agreement signed by both parties

(c) Additional Documentation to be submitted

- A copy of the "Letter from the Manufacturer" confirming the supply arrangement if bidder is not manufacturer.
- The ISO 9001 certificate of the supplier of these admixtures
- Conformance to respective Specification of each type of additive
- The Trade name of the admixture, its source and the manufacture's recommended method to use
- Typical dosage rates and the effects of under dosage and over dosage
- Details of the admixtures composition and particular the chloride content
- The proposed method of dosage and control

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DEPARTMENT OF WATER AND SANITATION

BID DWS19 1222 WTE

SUPPLY AND DELIVERY OF CONCRETE ADDITIVES FOR THE RAISING OF 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:	DWS19 1222 WTE	CLOSING DATE:	21 FEBRUARY 2023	CLOSING TIME:	11:00
DESCRIPTION	SUPPLY AND DELIVERY OF CONCRETE ADDITIVES FOR THE RAISING OF 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	F.E. Havenga	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	bidenquirieswte@dws.gov.za		E-MAIL ADDRESS	havengaf@dws.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW					

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

1. BID SUBMISSION:
<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. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED- (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<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 DWS19 1222 WTE

SUPPLY AND DELIVERY OF CONCRETE ADDITIVES FOR THE RAISING OF CLANWILLIAM DAM FOR 55 MONTHS

T1.3 CONDITIONS OF TENDER

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1. Issuing of documents
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

Queries of a specific technical nature should be directed to Mr. F.E. Havenga in writing to: The Director, Construction Support, Department of Water and Sanitation, havengaf@dws.gov.za or bidenquirieswte@dw.gov.za

3. ELIGIBILITY

An Entity is not eligible to submit a bid if:

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

- (h) the Bidder or a competent authorized representative of the Entity who submitted the tender has not attended the compulsory clarification meeting or site inspection if applicable;
- (i) the bid offer is not signed by a person authorized to sign on behalf of the Bidder;
- (j) 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. Failure to comply with this requirement shall disqualify the bid

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 DWS19 1222 WTE FOR BID: SUPPLY AND DELIVERY OF CONCRETE ADDITIVES FOR THE RAISING OF 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 signed by or on behalf of each participating person and/or company and/or firm authorising the person who signed the bid to do so.

7. TELEGRAPHIC BIDS

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

8. THE DEPARTMENTS RIGHT TO DECLINE ANY BID

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

9. DEPARTMENT NOT LIABLE FOR BIDDER'S EXPENSES

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

10. EVALUATION CRITERIA

Bids will be evaluated in accordance with the Preferential Procurement Regulations, 2017, using 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000). The lowest acceptable bid will score 80 points for price and a maximum of 20 points will be awarded for attaining the Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.

This tender will be done in two parts with six phases in total as follow:

Part A:

Phase 1: Mandatory requirements to qualify as a potential supplier.

Phase 2: Compulsory sub- contracting

Phase 3: Check for Administrative Compliance

Part B:

Phase 4: Testing of Additive samples provided by Part A qualifying potential suppliers.

Phase 5: Finalisation of tender cost based on quantities required based on outcome of tests with samples provided.

Phase 6: Evaluation of Price and Preference Points Claimed

PART A
Phase 1:
Mandatory requirements

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

Item	Criteria	Yes	No
1	Are you the Manufacturer?		
	If No		
2.1	What is your affiliation with the manufacturer? Describe:		
2.2	Do you have an agreement or pro-forma agreement with the manufacture to supply the admixtures? If Yes please provide.		
2.3	Letter of appointment of duly authorized person to sign bid. Proof of such authority must be submitted with the bid. If by an individual, must be signed by that individual or by someone on his behalf duly authorised thereto and proof of such authority must be produced. If the bid is by a Company, it must be signed by a person duly authorised thereto by a Resolution of a Board of Directors a copy of which Resolution, duly certified by the Chairman of the Company is to be submitted with the bid. Refer to returnable schedule documents Form D under T2.2		
2.4	Attendance of compulsory briefing session		
(If you have no agreement or your business is not construction related you will not be regarded as compliant)			
	Provide the following information on EACH additive to be supplied:		
2.5	ISO 9001 Certificate		
2.6	Specify the conformance specification e.g. SANS, ENV etc.,		
2.7	Provide Trade name of Admixture with its Data sheet on composition and application		
2.8	Provide range of minimum to maximum dosage expected.		
2.9	Proposed method of dosage and control		
2.10	Certificate of completed project for the similar work for the worth of R5 million in the recent 5 years		
2.11	The bidder must have had a turnover for the last financial year of more than R10 million. Proof must be provided		
2.12	Letter from the Manufacturer” confirming the supply arrangement		

If you are in compliance with the administrative and mandatory requirements you will be invited to submit samples within 7 days after receipt of an official request.

PRE-QUALIFICATION – COMPULSORY SUB CONTRACTING:

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

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 Employer and the subcontractor 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

**Phase 3:
Administrative Compliance:**

Bidders are required to comply with the following listed below:

No	Criteria	Yes	No
1	Companies must be registered with National Treasury’s Central Supplier Database. Provide MAAA number on SBD1		
2	Tax compliant with SARS (to be verified through CSD and SARS). Attach a copy of Tax compliance 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 B-BBEE Status Level Verification Certificate (failure to submit, the Bidder will forfeit the preferential points to be claimed		

No	Criteria	Yes	No
1	Companies must be registered with National Treasury's Central Supplier Database. Provide MAAA number on SBD1		
6	Complete, sign, submit SBD 1, SBD 3.2, SBD 4, SBD 6.1		
7	A valid letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 and or third parties' insurance registered with Financial Service Board		
8	Initial and sign all required documents as per Tender data (T2)		

PART B

Phase 4:

Submitting and Testing of Samples:

Bidders that passed phase 3 of the evaluation criteria will be contacted to submit samples within 7 days after receipt of official request. The bid will be evaluated using below criteria and failure to comply with all the Project Specifications as listed will render your bid as not to specification and non-responsive and the bid will not be considered for phase 5 evaluation.

- (a) Samples should be submitted within 7 days after receipt of official request for submission of samples as per Clause PS3.6 of the Project Specifications under Section C2.2.
- (b) Test result must comply with Project Specifications as set out under Section C2.2 Project Specification.

Phase 5:

Finalisation of tender cost based on quantities required based on outcome of tests with samples provided:

After completion of the trial mixes and determination of the dosage required per cubic meter (m³) of concrete, the required dosage will be multiplied with amount in the Bid to determine final Bid amount that will be used in phase 6.

Phase 6:

Evaluation of Price and Preference Points Claimed:

The bidder scoring the highest points in phase 5 price and preference (80/20) 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 ARE REQUESTED NOT TO MAKE A COPY OF THE DOCUMENT WHICH HAS ALREADY BEEN CERTIFIED FOR TENDERING PURPOSES!!

11. REJECTION OF BID

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

12. RESULTS OF BIDS

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

DEPARTMENT OF WATER AND SANITATION

DWS19 1222 WTE

SUPPLY AND DELIVERY OF CONCRETE ADDITIVES FOR THE RAISING OF 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)

Preference Points Claim in terms of the Preferential Procurement Regulation, 2017 (SBD 6.1)

T2.2 DOCUMENTS TO BE SUBMITTED

An Original or certified copy of BEE certificate

Certificate of attendance at site meeting

Authority for signatory

Schedule of plant and equipment

Schedule of similar work undertaken

Schedule of proposed Sub-Contractors

Tender Programme

Amendments proposed by tenderer

Technical details of product offered

Method Statements (According to Pro Forma)

DEPARTMENT OF WATER AND SANITATION

BID DWS19 1222 WTE

SUPPLY AND DELIVERY OF CONCRETE ADDITIVES FOR THE RAISING OF 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)

Preference Points Claim in terms of the Preferential Procurement Regulation, 2017 (SBD 6.1)

Instructions to Bidders: Purchases (ANNEXURE 7)

T2.2 DOCUMENTS TO BE SUBMITTED

(d) Schedules to be submitted:

- Schedule of similar work undertaken (**Supply and delivery of concrete additives**)
- Schedule of proposed Sub-Contractors
- Amendments proposed by tenderer

(e) Verification documentation to be submitted to confirm 30% sub-contracting

- BBBEE Status Level Verification Certificate
- Sub-Contractor Status Verification and or Sworn Affidavit
- Pro-forma sub-contracting agreement signed by both parties

(f) Additional Documentation to be submitted

- A copy of the "Letter from the Manufacturer" confirming the supply arrangement
- The ISO 9001 certificate of the supplier of these admixtures
- Conformance to respective Specification of each type of additive
- The Trade name of the admixture, its source and the manufacture's recommended method to use
- Typical dosage rates and the effects of under dosage and over dosage
- Details of the admixtures composition and particular the chloride content
- The proposed method of dosage and control

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

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

2.3.1 If so, furnish particulars:

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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

SBD 6.1

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised

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 last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		

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

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.

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

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

DEPARTMENT OF WATER AFFAIRS

INSTRUCTIONS TO BIDDERS: PURCHASES

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

2/...

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

3/...

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

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

Special Conditions of Bid: Purchases

July 2004

T2.2 (a) SCHEDULES TO BE SUBMITTED

NOTICE OF SITE BRIEFING SESSION

- 1.1 Bidders will be invited to quote to provide a service at Clanwilliam Dam in the Western Cape. Bidders are therefore invited to the compulsory site briefing session that will be held at Clanwilliam Dam Construction Site. (Personal Protective Equipment (PPE) such as safety boots will be required before entering the site to examine some of the items.)
- 1.2 Bidders are advised to acquaint themselves with the local conditions.
- 1.3 Claims that may arise at a later stage due to lack of information in this regard WILL NOT BE CONSIDERED.

2. COMPULSORY SITE BRIEFING SESSION DATE

The date and time of the site visit will be published in the Government Gazette along with the advertisement for this bid.

The site briefing sessions will be held at following venue: Clanwilliam Dam Construction Site

NOTE: PLEASE NOTE THAT NO CLAIMS FOR ATTENDING THE COMPULSORY SITE BRIEFING / SESSION SHALL BE CONSIDERED. ALL COSTS PERTAINING TO ATTENDING THIS SESSION SHALL BE BOURNE BY THE CONTRACTOR(S).

3. SITE DESCRIPTION

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.

There compulsory site briefing session sessions shall be held as follows:

OPERATIONAL AREA	VENUE FOR COMPULSORY SITE MEETING	GPS COORDINATES		CONTACT PERSON	CONTACT NUMBERS
		SOUTH	EAST		
Cederberg	Clanwilliam Dam, Construction South, Board room	<u>32°11'07.2"</u>	<u>18°52'24.1"</u>	M Röhrs	027 050 0920

FORM A CERTIFICATE OF ATTENDANCE AT SITE BRIEFING

This is to certify that (*tenderer*) I,

was represented by the person of (Bidder)

of (*address*)

Telephone number

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.

Having previously studied the documents, I carefully examined the site and equipment. I have made myself familiar with all the equipment likely to influence the work and the cost thereof.

I further certify that I am satisfied with the description of the work and the explanations given by the DWS Representative and I understand perfectly the work to be done, as specified and implied, in the execution of this Contract.

Particulars of person attending the meeting: (Signed on behalf of Bidder) PRINT NAME & SIGNATURE

Name: .. Signature:

Capacity:

**Attendance of the above person at the meeting is confirmed by the Employer's representative, namely:
(PRINTED NAME & SIGNATURE)**

Name: .. Signature:

Capacity: Date and Time:

SCHEDULE OF SIMILAR WORK UNDERTAKEN (Supply and delivery of concrete additives)

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

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING ENGINEER or CONTRACTOR: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED	ATTACH COPY OF PURCHASE ORDER

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

DATE:

Local Socio Economic Development And Participation Targets are as follows (as per CWD68):

Employment Targets

Employment targets for local labour from designated groups (Table CWD68 4.1)

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

Preferential procurement

The value of goods and services preferentially procured shall not be less than 30% of the accepted Tender Amount less provisional sums.

Preferential procurement targets (Table CWD 68 5.1)

Criteria	Target (%)
EME or Qualifying Small Enterprise (QSEs) owned by black people	25
EME or QSE owned by black people who are from the ages of 18-35	5
EME or QSE owned by people with disabilities	0.1
Co-operatives or enterprises conducting business in the municipal area or province where the goods or services are required including townships and rural areas	5
EME or QSE owned by female	15
EME or QSE owned by female Local Enterprise (BWOLE)	10

Enterprise Development

The total expenditure on Enterprise Development Beneficiaries (EDB's) shall be not less than 2% of the accepted Contract Amount excluding VAT, contingencies and escalations.

Training and Skills Development

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

I agree to adhere to this schedule.

Signed

Date

Name

Position

Tenderer

VERIFICATION DOCUMENTATION

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

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

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

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

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

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

NOTE: A “Letter from the Manufacturer” confirming the supply arrangement

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

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

DATE:

DEPARTMENT OF WATER AND SANITATION

BID DWS19 1222 WTE

**SUPPLY AND DELIVERY OF CONCRETE ADDITIVES FOR THE RAISING OF CLANWILLIAM DAM FOR
55 MONTHS**

C1. CONTRACT DATA

- C1.1 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 anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling

charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them

audited by auditors appointed by the purchaser, if so required by the purchaser.

- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on

completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or 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 fulfilment of other obligations stipulated in the contract.

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

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

17. Prices

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

18. Contract amendments

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
Application	2.2	Additional specifications follow from clause 33 below.
Performance Security	7.1	10% of contract value performance guarantee
Packing	9.2	The material will be transported in suitable trucks.
Delivery and documents	10.1	Each consignment will be delivered to the designated store yard at the site, accompanied by the necessary delivery documents, stating the tender number, item description and quantity delivered. Non Delivery Times: 1. Saturday, Sunday and holidays as declared by National or Regional Government. 2. Three weeks annual Builders holiday December to January (dates to be confirmed) 3. The last Friday of every month.
	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. The documentation required before commencement with works execution: Health and Safety plan Initial programme Security Insurance Method Statements (as required by the applicable Specifications) The time to submit the documentation required before commencement with Works execution - 28 days
Insurance	11.1	It is the supplier's responsibility to be fully insured against loss or damage incidental to manufacture or acquisition and transportation till it is delivered to site.
Transportation	12.1	An all-inclusive delivered price is required.
Incidental services	13.1	No additional services are required.
Spare parts	14	Not applicable.
Warranty	15.2	Defects and liability period 12 Months
Payment	16.1	Payment will be made once every month. The payment will be made from the 1 st day of the month to the last day of the month. An original

		<p>Tax Invoice clearly stating the items and quantities delivered should be provided to the client.</p> <p>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.</p> <p>No cash payment will be done.</p>
	16.4	Payment will be made in Rand.
Prices	17.1	Only price adjustments in accordance with the escalation formula as contained in the Pricing Schedule SBD 3.2 will be considered.
Penalties	22.1	R 1/14 % of the contact value of outstanding work per day
Settlement of Disputes	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>
Applicable law	30.1	The contract shall be interpreted in accordance with South African laws.
Additional Special conditions	33	The time for practical Completion: 55 Months from commencement date
		The name of Employer: Minister of Water and Sanitation
		<p>The address of the Employer: Department of Water and Sanitation Private Bag X313 Pretoria 0001 Email : Bidenquirieswte@dws.gov.za</p>
		The name of the Employers Agent: Contract Manager DWS Construction South
		<p>The address of the Employers Agent.: Department of Water and Sanitation Construction South 4-6 Alkmaar Str. Paarl Email: RohrsM@dws.gov.za</p>
		<p>Specific approval of the Employer required: Acceleration Extension of Time Variations Termination of Contract Termination by Employer</p>

		Claims and Disputes
		The access and possession of the Site: Shall not be exclusive to the Contractor but as set out in the Site Information
		The number of Adjudication Members to be appointed by the Contractor: 1

End of Section
C1)

DEPARTMENT OF WATER AND SANITATION

BID DWS19 1222 WTE

**SUPPLY AND DELIVERY OF CONCRETE ADDITIVES FOR THE RAISING OF CLANWILLIAM DAM FOR
55 MONTHS**

C2: SBD 3.2 PRICING SCHEDULE

CONTENTS

PREAMBLE TO THE SBD 3.2 – PRICING SCHEDULE

C2.1 PRICING INSTRUCTIONS

C2.2 SCHEDULE OF QUANTITIES

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 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.

The quantities given in the Bill of Quantities are estimated quantities only and will be subject to re-measuring during the execution of the work. Where quantities or sums are indicated as "Provisional, the Employer reserves the right to adjust the quantity or sum upwards or downwards as necessary, or the item can be omitted altogether. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities, and the contract price for the completed contract shall be computed at the relevant unit rates and prices, all in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications, and the Drawings, et.. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

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

3. PRICING OF THE SCHEDULE

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the Tender is based. Reasonable unit rates and prices shall be entered in the Bill of Quantities as these will be used for the assessment of payment for any additional work that may have to be carried out.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which "rate only" is required or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

All rates and amounts quoted in the Bill of Quantities shall be in Rand and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities.

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. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with the Standards System of Measuring Builders work 6th Edition as an issue by the Association, which has been drawn up in accordance with the project and particular specifications.

The short descriptions of the items in the Bill of Quantities are for identification purposes only and the measurement and payment clause of the Standardised Specifications and each Particular Specification, read together with the relevant clauses of the Project Specification and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

7. 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.

8. UNITS OF MEASUREMENT

The units of measurement described in the Bill of Quantities are metric units for which standard international abbreviations are used. Abbreviations used in the Bill of Quantities, including some non-standard abbreviations, are as follows:

Non-Standard Abbreviations	
%	percent
No.	number
Prov sum	Provisional sum
R/only	Rate only
sum	lump sum
Standard Abbreviations	
kPa	kilopascal
m	metre
m ²	square metre
m ³	cubic metre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
t	ton (1000 kg)

For the purpose of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

- Unit: The unit of measurement for each item of work
- Quantity: The number of units of work for each item.
- Rate: The agreed payment per unit of measurement.
- Amount: The product of the quantity and the agreed rate for an item.
- Lump-sum: An agreed amount for an item, the extent of which is described in the Bills of Quantities but the quantity of work of which is not measured in any units.

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

BID DWS19 1222 WTE

SUPPLY AND DELIVERY OF CONCRETE ADDITIVES FOR THE RAISING OF CLANWILLIAM DAM FOR 55 MONTHS

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

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

CLOSING TIME 11:00 ON:	21 FEBRUARY 2023	BID NO.: DWS19 1222 WTE
NAME OF BIDDER:		

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

ITEM	DESCRIPTION	UNIT	RATE VAT EXCL	Quantity	AMOUNT VAT EXCL
1.	Retarding Concrete Additive ASTM C494 Type B (as amended)	litre			
2.	Water reducing, high range and retarding Concrete Additive ; ASTM C494 Type G	litre			
3.	Air entraining Concrete additive ASTM C260	litre			
4.	Superplasticizer Concrete additive	litre			
5.	ASR Inhibitor Concrete additive	litre			
6.	Mix designs to optimize cost and admixtures for all concrete classes	Sum			
SUB TOTAL(S)					R
Contingencies(C) 10% of (S)					R
SUB TOTAL(T) (S+C)					R
Escalation(E) 15% of (T)					R
SUB TOTAL (T+E)					R
VAT @ 15%					R
**TOTAL BID PRICE					R

TENDERED DOSAGE RATES

Concrete Class	Quantity	Retarding Type B		Water-reducing ,high range and retarding admixture Type G		Air Entraining		Superplasticizer		ASR Inhibitor	
		(m3)	(l/m3)	Total (l)	(l/m3)	Total (l)	(l/m3)	Total (l)	(l/m3)	Total (l)	(l/m3)
IVRCC											
15/38	254638										
CONVENTIONAL											
35/19	150										
30/19	8958										
30/13	88										
25/38	81150										
25/19	7023										
20/38	41930										
15/19	8330										
FLOW CONCRETE											
30/13	203										
20/19	3150										
20/13	500										
Total required		Item 1		Item 2		Item 3		Item4		Item 5	

Insert table for final tendered rates, quantities, and etc..

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. Chryso, Sika etc) _____
- 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 not entertain any claims for non-firm prices increases claimed at a later date unless such non-firm price adjustments are clearly motivated under Price Adjustments)
- Are you the manufacturer of the product offered? *YES / NO
- If you are not the manufacturer did you include the "Letter from Manufacturer" *YES / NO
- Does the item offered 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)

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

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

Any enquiries regarding bidding procedures may be directed to the –

Department of Water and Sanitation
Supply Chain Management Office
Private Bag X313, Pretoria, 0001.
Tel: (012) 336-7418/8988

OR

for technical information –
Mr. Ismail Arendse
Tel: (021 872 0591)

SIGNATURE OF BIDDER

2.3 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. Its 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 (**As defined in C1.2.3 – Clause 6.8.2**)
- “Lo”, “Po”, “Mo”, “Fo” = Index figures at time of bidding

3. The following index/indices must be used to calculate your bid price: (**As per C1.2.3 Contract data: THE INDICES WILL BE BASED DATE ON AT TIME OF TENDER - CLAUSE 6.8.2**)

The base month used for the calculation will be 30 days before the closing date of the bid

4.

FACTORS (“a”, “b”, “c” & “d”.)	PERCENTAGE OF BID PRICE
a	
b	
c	
d	
TOTAL	1

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

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

WE PRICES ARE INDICATED AS FIRM NO PRICE INCREASE CLAIM WILL BE ENTERAINED DURING THE CONTRACT PERIOD

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

DEPARTMENT OF WATER AND SANITATION

BID DWS19 1222 WTE

**SUPPLY AND DELIVERY OF CONCRETE ADDITIVES FOR THE RAISING OF CLANWILLIAM DAM FOR
55 MONTHS**

C3. SPECIFICATIONS

CONTENT

- C3.1 STANDARD SPECIFICATION**
- C3.2 PROJECT SPECIFICATION**

C3.1 STANDARD SPECIFICATION

SS 1 APPLICABLE STANDARD SPECIFICATIONS

The applicable standard specifications are (or equivalent):

- ASTM C494 Type G – Water reducing, high range and retarding
- ASTM C494 Type B – Retarding (as amended)
- ASTM C260 - Air entraining

C 3.2 PROJECT SPECIFICATIONS

PS 1. PROJECT DESCRIPTION

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

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

PS 2. LOCATION AND ACCESS TO SITE

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

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

PS 3. SCOPE OF WORK

PS 3.1 GENERAL

The successful tenderer will supply the concrete admixtures for the Clanwilliam dam construction. The majority of the concrete will be Immersion Vibrated Roller Compacted Concrete (IVRCC) with some different concrete grades of strength. The different concrete grades of concrete will be used in the structures and precast yard. Most of the concrete grades of strength will be placed by means of a concrete pump. The total volume of concrete required and the specification for the different mix designs are indicated in Tables 1 and 2.

Table 1: Required volumes per type of concrete

Concrete Class Designation	IVRCC (m3)	Strength Concrete (m3)	Flow Concrete (m3)	Secondary non-shrink Concrete (m3)
35/19		150		
30/19		8958		
30/13		88		203
25/38		81150		
25/19		7023		
20/38		41930		
20/19		8330	3150	
20/13			500	
15/38	254638			
15/19		440		

Table 2: Concrete mix specification

CONCRETE CLASS DESIGNATION	MAXIMUM W:C RATIO	MINIMUM COMPACTION FACTOR	SLUMP (mm)	MINIMUM CEMENTITIOUS (kg/m ³ concrete)	% OPC REPLACED WITH FA Maximum	% OPC REPLACED WITH FA Minimum
35/19	0,5	0,9	60-100	360	45	30
30/19	0,50	0,90	60-100	360	45	30
30/13	0,5	0,9	60-100	340	50	35
25/38	0,50	0,85	40-120	300	50	35
25/19	0,50	0,90	60-100	340	50	35
20/38	0,55	0,85	60-100	290	55	40
20/19	0,55	0,90	80-300	320	50	35
20/13	0,55	0,90	>250	340	50	40
15/38	0,55	0,85	40 – 70	280	70	45
15/19	0,55	0,85	60-120	280	60	40

A blend of cementitious materials will be used ie. Cement CEM I or II 52,5N and Pulverized Fuel Ash. The cementitious content will be optimised carefully, by extensive trial mix designs.

Although sand sources were identified the final source of fine sand is unknown but the sand must adhere to the following specifications:

Table 3: Fine Aggregate (sand) grading for IVRCC

Sieve size	Mass (%) passing		Test Method
	Upper Limit	Lower Limit	
9,5 mm	100	100	SANS 201
4,75 mm	100	90	
2,36 mm	86	66	
1,18 mm	69	42	
0,600 mm	51	25	
0,300 mm	35	16	
0,150 mm	25	10	
0,075 mm	18	5	

Table 4: Fine Aggregate (sand) properties for IVRCC

Property	Value	Test Method
Methylene Blue adsorption Value (MBV) (max)	0,7	SANS 6243
Clay content material < 5 micron (mass, % max)	2,0	SANS 6241
Chloride content, expressed as Cl (mass, % max)	0,03	SANS 202
Organic impurities	< 3	SANS 5832
Presence of sugar	0	SANS 5833
Non-soluble deleterious material including material of low density in each size fraction (% max)	2	SANS 5837
Water absorption	2,0	SANS 5843

It is envisaged that concrete aggregates will be supplied from the existing quarry. Petrographic analyses confirmed the rock is suitable for use as aggregate. Minor, trace amounts of deleterious minerals (mica, sheet silicates) are present, however. These sandstones are likely to be susceptible to alkali-aggregate reactions. The coarse aggregate must adhere to the following specifications.

Table 5: Bulk Aggregate Requirements (grading)

Sieve size (mm)	Mass (%) passing			Test Method
	Size Class			
	37,5	19,0	13.2	
75	100	100	100	SANS 201
53	100	100	100	
37,5	85-100	100	100	
26,5	20-45	100	100	
19	0-10	90-100	100	
13,2	0-7	60-77	85-100	
9,5	0-5	30-55	0-55	
4,75		0-5	0-5	
Dust content, material that passes a 75 micron sieve, (mass %, max)			2	SANS 201

The stone shall be tested for the following properties:

Table 6: Bulk Aggregate Requirements (properties)

Property	Value	Test Method
10% FACT value of less than 13,2mm and more than 9,5mm fraction (dry), kN (min)	110	SANS 5842
Shape (voids content, % max)	48	SANS 5845
Soundness and durability (loss in mass, % max) (sodium and magnesium sulphate method)	8	ASTM C88
Abrasion resistance (% max)	48	SANS 5846
Content of material of low density (each size fraction, % max)	2	SANS 5837
Water absorption (% max)	1.0	SANS 5843
The sum of the Flakiness Index and the Elongation Index (% max)	24,0	
Flakiness Index		SANS Method 5847
Elongation Index		BS 812: Section 105.2

PS 3.2 ADMIXTURES REQUIRED

The admixtures required are to enhance the performance of the relevant mixes to adhere to the different specifications. As the coarse aggregates are likely to be susceptible to alkali-aggregate reactions an ASR Inhibitor Admixture will be considered if necessary.

IVRCC RCC

The majority of the concrete consist of IVRCC RCC. The average midday temperature in summer is between 35 and 45 degrees centigrade. Heat of hydration is a major problem and has to be kept to the minimum and the initial set be at least 25 hrs to 27 hrs @ 28 ° C with final set not later than 42 hours ± 8 hours @ 28°C. It is therefore envisaged to use a (Type B) retarding and (Type G) water-reducing, high range, and retarding admixture.

CONVENTIONAL STRENGTH CONCRETE

The concrete will be placed through pumping in mass volumes. Heat of hydration and workability is the two issues to be addressed through an air entraining, water reducing and superplasticiser admixture.

FLOW CONCRETE

Flow concrete is a self-compacting concrete which has a slump of at least 250 mm and which is self-levelling under horizontal gravity flow without the occurrence of any segregation or bleeding. The workability and bleeding issues to be addressed through the application of a non-shrink and superplasticiser admixture.

PS3.3 SUPPORTING DOCUMENTATION REQUIRED

It is required from the Bidder to provide the anticipated dosage of admixture to the different types of mixes in table 7. The totals will be carried forward to the pricing schedule.

Table 7: Required maximum dosage.

Concrete Class	Quantity	Retarding Type B		Water-reducing ,high range and retarding admixture Type G		Air Entraining		Superplasticizer		ASR Inhibitor	
		(m3)	(l/m3)	Total (l)	(l/m3)	Total (l)	(l/m3)	Total (l)	(l/m3)	Total (l)	(l/m3)
IVRCC											
15/38	254638										
CONVENTIONAL											
35/19	150										
30/19	8958										
30/13	88										
25/38	81150										
25/19	7023										
20/38	41930										
15/19	8330										
FLOW CONCRETE											
30/13	203										
20/19	3150										
20/13	500										
Total required											

The following information must be submitted on each type of Admixture with the Bid:

- The ISO 9001 certificate of the supplier of these admixtures
- Provide respective conformance and specification of each type of additive
- The Trade name of the admixture, its source and the manufacture’s recommended method to use
- Maximum and minimum dosage rates and the effects of under dosage and over dosage
- Details of the admixtures composition and particular the chloride content
- The proposed method of dosage and control

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.

PS3.4 EQUIPMENT

Dosing equipment as well as suitable silo storage will be provided for three automatic batching plants consisting of one LIEBHERR, one ICON and one other plant. The dosing equipment will be supplied free of charge by the Bidder, and maintained or replaced as required. The dosing equipment must be fully automatic. The Bidder will remove the dosing equipment at the end of the contract. The Department is under no obligation to use/acquire the dosing equipment at the end of the contract.

PS 3.5 SUPPORT

Should any problem be reported to the supplier, concerning the product, the following response times are expected:

- Within 24 hours a representative of the supplier should be on site to collect samples or assist in solving the problem.
- Within 48 hours there should be a solution to the problem, or if not possible, replacement products should be on site within 48 hours, at the supplier’s expense.

Any defective product should be replaced at the supplier’s expense.

PS 3.6 MIX DESIGNS

The successful Bidder will be responsible to do the final mix design to optimize the amount of admixture proposed in the bid.

The admixtures will then be evaluated, and if the final dosage per cubic meter of concrete is more than anticipated the client reserve its right to cancel the tender and not order any of the admixtures or adjust the unit price to be similar to the maximum dosage rate price That is if a dosage of 0.1 litre/m³ is offered at R10/l and it actually required a dosage of 0.12 litre/m³ the adjusted unit price will be $(0.10/0.12) \times R10 = R8.33/l$.

PS 3.7 ACCEPTANCE CRITERIA

- 3.4.1 It is a requirement that the conformance test results of the delivered product be provided on every consignment by the supplier.
- 3.4.2 With every consignment the manufacturer shall state in writing that the admixture supplied for use in the works is identical in all essential respects, including concentration, to the admixture supplied as a sample under the specification and provide a report with the following: Brand name, manufacturer's name, lot number, character of material and quantity, solids content and specific gravity and pH.

PS 4. PROGRAMME

- 4.1 Delivery will be for a period of 55 months. Delivery will commence not later the 14 days from the receipt of an official order.

The consumption of the additives will depend on the dosage required per cubic meter of concrete as determined in the trial mixes. As soon as this information is available the supplier will be provided with a planned delivery requirement. The expected peak production will be about 50 000m³ concrete per month.

PS 5. QUANTITIES

- 5.1 The quantities are estimates only and subject to change on re-measuring during the execution of the work. No price adjustments or claims will be allowed for or entertained due to a change in total quantities. The service provider will bill the Department based on the product delivery.

PS 6. DELIVERY

- 6.1 The additives shall be supplied in sealed and suitable containers. The empty containers remain the property of the supplier. The supplier will be responsible for the removal thereof from site. The containers will be clearly marked to identify the different products. In addition, the type, lot number and manufacture and expiry date will be clearly visible and marked with a permanent ink or paint on each and every container.
- 6.2 The supplier will be required to transfer the different additives from the delivery containers to the relevant suitably sized containers provided by the supplier at the batch plants for each type of additive.
- 6.3 Deliveries may be made during working hours: 06h30 to 17h00, but not on the following days or periods:
 - (i) Saturdays 12h00 to Mondays 07h00.
 - (ii) All public holidays.
 - (iii) The period 11 December to 9 January.Unless otherwise agreed before delivery.
- 6.4 The delivery address is:
Construction South – Clanwilliam dam in the Western Cape
- 6.5 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 litre of Additive delivered.
- 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.
- 7.4 Escalation will only be paid if stipulated in the Special Conditions of Contract.
- 7.5 Payment will be done within 30 days of receipt of original invoice by depositing the payment directly into the bank account of the successful Tenderer. No cash payment or cheque payment will be done.
- 7.6 No Payment for standing time at the delivery points will be made.

PS 8. SAFETY, HEALTH AND ENVIRONMENTAL

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

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

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

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

BIDDER'S SIGNATURE