

DUE AT 11:00 ON

(CLOSING DATE: 29 APRIL 2025)

DWS22 0225 WTE

SUPPLY AND DELIVERY OF CONCRETE ADMIXTURES FOR THE RAISING OF CLANWILLIAM DAM

SUBMIT BID DOCUMENTS TO:

POSTAL ADDRESS:	OR	TO BE DEPOSITED IN:
DIRECTOR-GENERAL:		THE BID BOX AT THE
ENTRANCE		
WATER AND SANITATION		OF ZWAMADAKA BUILDING
PRIVATE BAG X313		157 FRANCIS BAARD STREET
PRETORIA, 0001		PRETORIA, 0001
Communication Deletion Consider		
Compulsory Briefing Session		
<u>Date</u> : 03 March 2025		
<u>Time</u> : 10:30am		
Venue: Clanwilliam dam [site]		
at the Contractors Office		
•	'46.8"S and 18º 52' 38.8"E	,
TAKE NOTE: T 1.2 Tender data	ı – Clause 5.7: Compulsor	ry clarification meeting requirements
Name of Tenderer:		

COMPILED BY: DEPARTMENT OF WATER AND SANITATION: CONSTRUCTION SOUTH



DWS22 0225 WTE

SUPPLY AND DELIVERY OF CONCRETE ADMIXTURES FOR THE RAISING OF CLANWILLIAM DAM

PROCUREMENT DOCUMENT

Based on GCC - The General Conditions of Contract for Construction Works, 3rd Edition (2015), published by the South African Institution of Civil Engineering

Issued by:

Department of Water and Sanitation Zwamadaka building 157 Francis Baard Street Pretoria 0001

Prepared by:

Construction South
Department of Water and Sanitation

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SUPPLY AND DELIVERY OF CONCRETE ADMIXTURES FOR THE RAISING OF CLANWILLIAM DAM

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Scope of work C3

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SUPPLY AND DELIVERY OF CONCRETE ADMIXTURES FOR THE RAISING OF CLANWILLIAM DAM

T1.1 TENDER NOTICE AND INVITATION TO TENDER

The Department of Water and Sanitation has invited contractors to enter into a contract for the supply of concrete admixtures over a 60 months term, for Clanwilliam Dam project, relating to any or all of the following:

- To provide the employer with various types of concrete admixtures, for the raising of the Clanwilliam Dam project.
- The admixtures need to be delivered per request and on time at indicated location on the raising of Clanwilliam dam construction site.
- The admixtures need to comply to specifications determine by the employer. (No other admixtures will be allowed).
- To provide dosing equipment.

This contract will be based on GCC - The General Conditions of Contract for Construction Works, 3rd Edition (2015), published by the South African Institution of Civil Engineering.

Documents may be downloaded from Department of Water and Sanitation website at www.dws.gov.za and from National Treasury website at www.etenders.gov.za.

Queries relating to the issue of these documents may be addressed in writing to bidenquirieswte@.gov.za and CWD-Tenders@dws.gov.za

A compulsory site clarification meeting with representatives of the Employer will take place at Clanwilliam dam Site (GPS co-ordinates 32°11'46.8"S and 18° 52' 38.8"E at security control gate entrance to site – see Submission Data for further particulars) on <u>03 March 2025</u> starting at <u>10:30am</u>.

The closing time for receipt of tenders is 11:00 hrs on **29 APRIL 2025** Telegraphic, telephonic, telex, facsimile, email and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.



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SUPPLY AND DELIVERY OF CONCRETE ADMIXTURES FOR THE RAISING OF CLANWILLIAM DAM

T1.2 TENDER DATA

The conditions of tender are those contained in the latest edition of SANS ISO 10845-3: 2022 Ed2, Construction Procurement – Part 3: Standard conditions of tender.

SANS ISO 10845-3:2022 Ed2 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS ISO 10845-3: 2022 Ed2.

Each **clause number** of data given below is cross-referenced to the clause in SANS ISO 10845-3: 2022 Ed2 to which it mainly applies.

Clause number	TENDER DATA
4	GENERAL REQUIREMENTS
4.1	The Employer is the Department of Water and Sanitation
4.4	The employer's agent email address is: CWD-Tenders@dws.gov.za
4.4	The language for communications is English .
5	TENDERER'S OBLIGATIONS
5.1.1	Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to have their tenders evaluated: An Entity is not eligible to submit a bid if:
	(a) the Tenderer does not comply with the legal requirements of the Department's Procurement.
	 (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 Tenderer does not have the legal capacity to enter into the contract;

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Clause number		TENDER DATA
	(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 Tenderer 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 Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of the legislation applicable to the work in the contract;
	(g)	the Respondent and any of its directors/shareholders are not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 or the National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za) as a person prohibited from doing business with the public sector;
	(h)	the Respondent is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/).
	(i)	the Respondent has completed the Compulsory Declaration and there are no legal reasons for not permitting the respondent from contracting with the Employer;
	(j)	the Respondent is tax compliant or provides written proof from SARS that the respondent has made arrangements to meet outstanding tax obligations;
	(k)	the Respondent can provide financial statements complying with applicable legislation for the preceding financial year within 12 months of the year end.
	(1)	the Tenderer has failed to perform on any previous contract and has been given a written notice to this effect;
	(m)	the Tenderer or a competent authorized representative of the Entity who submitted the tender has not attended the compulsory clarification meeting or site briefing session if applicable;
	(n)	the bid-offer is not signed by a person authorized to sign on behalf of the Tenderer;
	(0)	more than one bid has been submitted by a Tenderer. Each Tenderer shall submit only one bid for the same project, either individually as a Tenderer 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 Tenderer who submits or participates in more than one bid will cause all the proposals in which the Tenderer has participated to be disqualified.
	(p)	Tenderers needs to satisfy the requirement of clause 6.8 and 6.11.
5.5	specifica	as necessary for submitting a tender offer, copies of the latest versions of standards, ations, conditions of contract and other publications, which are incorporated into the tender nts by reference.

Clause number	TENDER DATA
5.7	The arrangements for a compulsory site clarification meeting are as stated in the Tender Notice and Invitation to Tender. (Site clarification meeting is also referred to as site briefing session.)
	DIRECTIONS : The dam site is situated on the Olifants River, immediately next to the N7 and accessed through a controlled gate (GPS co-ordinates 32°11'46.8" S and 18° 52' 38.8" E) approximately 2 km South- West of Clanwilliam Town in the Western Cape province. The gravel site access roads are regularly maintained but can get challenging under abnormal rainfall conditions.
	NOTE TO TENDERER: Personal Protective Equipment (PPE) such as safety boots will be required before entering the site to examine some aspects of the works.
	A full-time employee/s of the respondent who is/are duly authorised and involved in the preparation of submissions shall sign the attendance list in the name of the respondent as well as get the Annexure A signed by duly authorised DWS official.
	If addenda should be issued, it will only be issued to the respondents appearing on the attendance register.
5.10	Tenderers are required to state the rates and currencies in South African Rand (ZAR).
5.12	No alternative offer will be accepted.
	Parts of each tender offer communicated on paper shall be submitted as an original, plus one (1) softcopy.
5.13.1	The tenderer is requested to also provide an electronic format PDF (soft) copy on a USB flash drive of the complete tender submission and to include this in their tender submission.
5.13.2	The tenderer is required to provide proof of authority for the signatory to sign the form of offer and acceptance and attach it to Annexure J, e.g., a company resolution.
	Complete and sign Annexure J
5.13.4	The tenderer is required to submit with his tender the following certificates as per requirements in 6.8 and returnable documents T2.2.

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Clause number	TENDER DATA
5.13.5	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:
	1) TENDER DETAILS: Tender reference number: DWS22 0225 WTE
	Title of Tender: SUPPLY AND DELIVERY OF CONCRETE ADMIXTURES FOR THE RAISING OF CLANWILLIAM DAM
	2) DETAILS AND ADDRESS FOR DELIVERY OF TENDER OFFERS: Location of tender box
5.13.5	The "ORIGINAL" and "PDF (soft) copy on USB flash disk" are to be submitted. The PDF soft copy on a USB Flash drive is to be submitted together with the "ORIGINAL" packages.
5.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers shall NOT be accepted.
5.14	Tender offer which do not provide all the data or information requested, completely and in the form required, may be regarded by the Employer as being non-responsive.
5.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
5.16.1	The tender offer validity period is 120 days.
5.19	The employer reserve the right to arrange access for the following inspections, tests, and analysis at Tenderer's facilities.
6	EMPLOYER'S UNDERTAKINGS
6.1.1	The Employer will respond to requests for clarification received up to ten (10) working days before the tender closing time.
6.2	The employer shall issue addenda until four (10) working days before tender closing time.
6.4	Tenders will be opened immediately after the closing time for tenders at 11:00 hrs

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Tender
Part T1: Tendering procedures

	TENDER DATA
A d	Determine, after opening and before detailed evaluation, whether each tender offer that was properly received a) complies with the requirements of the standard conditions of tender in this document, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work, e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or f) unfairly affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
the second of th	Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where here 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 he evaluation of tender offers in accordance with 6.11 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 ender 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 rom 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 ine item total as quoted shall govern, and the unit rate shall be corrected. Where there is an error in the total of the prices either as a result of other corrections required by his checking process or in the tenderer's addition of prices, the total of the prices shall govern and the enderer 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.

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Clause number	TENDER DATA							
6.11	Bids will be evaluated in accordance with the new Preferential Procurement Regulations, 2022, using 90/10 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000. The lowest acceptable bid will score 90 points for price and a maximum of 10 points will be awarded for the specific goals. Maximum of 100 points will be scored for functionality (Financial capability).							
	Bids received will be evaluated on the six (6) phases namely:							
	 (1) Mandatory Requirements, (2) Financial capability (3) Price & Preference (4) Method 4 (5) Submitting and testing of samples (6) Administrative Compliance. 							
6.11	PHASE 1: MANDATORY REQUIREMENTS: Failure to submit any of the documents listed below will render your bid non-responsive and the bid							
	 Will be disqualified. Certificate of attendance at the compulsory site briefing session and signed the attendance register (Annexure A). If not manufacturer, a letter from the manufacturer confirming supply arrangements (the letter should be on the letter head of the manufacturer/supplier addressed to the bidder and be signed by the manufacturer/supplier. The letter should include the contact details of the manufacturer). 							
6.11	2) PHASE 2: FINANCIAL CAPABILITY: As explained in 6.11.1A. The Tenderer must score a minimum of 70 points out of 100 to allow them to proceed to the next phase of evaluation.							
6.11	3) PHASE 3: PRICE AND PREFERENCE: As explained in 6.11.7 & 6.11.8.							
6.11	4) PHASE 4: METHOD 4 As explained in 6.11.5							
	5) PHASE 5: SUBMITTING AND TESTING OF SAMPLES As explained in 6.11.1B.							

iuse nber		TENDER DATA							
	6) <u>P</u>	HASE 6: ADMINISTRATIVE COMPLIANCE							
	Tenderers 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 must submit CSD report. (Annexure L)							
	2	Tax compliant with SARS. Attach a copy of valid Tax Compliance Status pin page (to be confirmed through SARS). (Annexure K)							
	3	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach copy of Tenderer's CIPC / CIPRO certificate. (Annexure G)							
	4	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. (Annexure J)							
	5	Complete, sign, submit SBD1, SBD3.2, SBD4, SBD6.1							
	6	Complete, sign, submit compulsory declaration (Annexure D), preference schedule (Annexure E) & B-BBEE (Annexure F)							
	7	Complete, sign, submit Annexure B, C, H, I, M, N and O							
	8 7)	Failure to Initial the entire tender document, will render your bid non-responsive and disqualified.							

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6.11.1

The quality criteria and maximum score in respect of each of the criteria are as follows:

Financial Capability [Max. Evaluation Points = 100]

This criterion incorporates two (2) sub-criteria to evaluate the financial capability of the supplier, namely:

- 1. Best annual turnover; and [Weight = 50]
- 2. Available capital [Weight = 50]

The criteria will be evaluated on submitted financial statements. Refer to the below definition financial statements.

Financial Statements: financial statements which are prepared in accordance with Generally Accepted Accounting Practice (GAAP) or the International Financial Reporting Standard (IFRS), and certified by a person who is by law required to certify those financial statements, if any.

Failure to submit any of the documents listed below $\underline{\text{will}}$ render your bid non-responsive and will be disqualified.

Furthermore, a minimum of **70 evaluation points** is required to proceed to Phase 3 of evaluation.

Table 2A: Best annual turnover.

No	Criteria	Score	Formula	Evaluation Points
1	The best annual turnover between the two (2) ye preceding the bid: Submit financial statement as proof.	[Maximum evaluation points = 50]		
1.1	Has a best annual turnover not less than R200 000 000	5	$= \left(\frac{5}{5}\right) \times 50$	
1.2	Has the best annual turnover not less than R65 000 000	4	$= \left(\frac{4}{5}\right) \times 50$	
1.3	Has the best annual turnover not less than R20 000 000	3	$= \left(\frac{3}{5}\right) \times 50$	
1.4	Has the best annual turnover not less than R6 500 000	2	$= \left(\frac{2}{5}\right) \times 50$	
1.5	Has the best annual turnover not less than R3 250 000	1	$= \left(\frac{1}{5}\right) \times 50$	
1.6	Has the best annual turnover less than R3 250 000	0	0	

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Table 2B: Available Capital.

No	Crite	ria	Score	Formula	Evaluation Points
		able capital immediately preceding the tender cation.			Maximum evaluation points = 50
	Subm	nit financial statement as proof.			pointo = oo
	spons suppl	s the amount calculated by adding any financial sorships to the sum of the net asset value of a ier as indicated in the supplier's financial ments, and financial sponsorship:			
2.	(a)	Where the sponsor is a registered supplier on CSD, or owns 50% or more of the bidder supplier, may constitute up to 100% of the total amount of required available capital;			
	(b)	Where the sponsor is not a registered supplier on CSD, and owns 25% or more of the bidder supplier, may not exceed 75% of the total amount of the required available capital; and			
	(c)	Where the supplier is not a registered supplier on CSD, and the sponsor owns less than 25% of the bidder supplier, may not exceed 50% of the total amount of the required available capital.			
	Finan	icial Statement must be submitted as proof.			
2.1	Has a	available capital not less than R40 000 000	5	$= \left(\frac{5}{5}\right) \times 50$	
2.2	Has a	available capital not less than R13 000 000	4	$= \left(\frac{4}{5}\right) \times 50$	
2.3	Has a	available capital not less than R4 000 000	3	$= \left(\frac{3}{5}\right) \times 50$	
2.5	Has available capital not less than R1 300 000		2	$= \left(\frac{2}{5}\right) \times 50$	
2.6	Has available capital not less than R650 000		1	$= \left(\frac{1}{5}\right) \times 50$	
2.7	Has a	available capital less than R650 000	0	0	
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6.11.1 Phase 5: SUBMITTING AND TESTING OF SAMPLES

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Tender Requirements

1. Material Collection:

- Bidders must collect standard samples of aggregates, cement, and fly ash from the client's facilities for testing purposes.
- These materials will serve as the basis for replicating the client's mix design.

2. Mix Design Evaluation:

- Bidders are required to use the client's provided mix design.
- Bidders must calculate and demonstrate the optimal dosage of their additive for the given mix design.
- Each bidder will prepare a test batch of concrete using the supplied materials and the proposed admixture to meet specifications:

3. Performance Testing:

- Bidders will provide results for:
 - Workability (slump test).
 - Compressive strength (28 days).
 - Workability (Vebe test RCC)
 - Air content (where applicable).
- Testing must be conducted at an accredited laboratory, and a detailed report must be submitted alongside the tender.

4. Cost Submission:

- Bidders must submit the unit price of their additive per liter.
- Each bidder must provide the total estimated cost of their additive for the given mix design (based on their calculated dosage).

Evaluation Criteria

The tender will be evaluated based on:

1. Performance Metrics:

- Concrete slump within the specified range.
- Compressive strength
- Any added performance benefits (e.g. but not limited to improved durability or reduced water-cement ratio).

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2. Cost-Effectiveness:

 A comparative formula will be used to calculate the cost-efficiency of the additive for each bidder. The formula considers the dosage of the additive and its unit price.

3. Compliance with Specifications:

 Bidders must meet all technical and procedural requirements outlined in this document.

Concrete Class					
<u>Parameters</u>		Min Strength (MPA) (28	<u>VeBe</u>	Min. Compaction	Max W:C Ratio
IVRCC		<u>Days)</u>		<u>factor</u>	
20/38	<u>0-5</u>	<u>22.5</u>	<u>10-25</u>		<u>05-0.7</u>
CONVENTIONAL					
35/19	60-80	<u>37.5</u>		0.90	<u>0.45</u>
30/19	<u>50-80</u>	<u>32.5</u>		0.90	<u>0.5</u>
25/13	<u>60-80</u>	<u>27.5</u>		<u>0.95</u>	<u>0.5</u>
25/38	<u>60-80</u>	<u>27.5</u>		<u>0.85</u>	<u>0.55</u>
20/13	<u>60-80</u>	<u>22.5</u>		<u>0.95</u>	<u>0.5</u>
<u>25/19</u>	<u>50-80</u>	<u>27.5</u>		0.90	<u>0.55</u>
20/38	<u>40-60</u>	<u>22.5</u>		<u>0.85</u>	<u>0.55</u>
20/19	<u>50-80</u>	<u>22.5</u>		0.90	<u>0.55</u>
<u>25/19</u>	<u>50-80</u>	<u>27.5</u>		0.90	<u>0.55</u>

Cost Calculation Formula

The following formula will be used to evaluate the cost-effectiveness of each bidder:

Total Cost per Litre Calculation:

Total Litres Required=Dosage per m³×Quantity of Concrete (m³)

Total Cost = Unit Price per Litre × Total Litres Required

Evaluation Example:

- Bidder A:
 - Dosage = 3.5 l/m³
 - Quantity of concrete = 100m³
 - Total Litres Required = 3.5 x 100 = 350 litre
 - Total Cost = R50/litre × 350 litre = R17 500
- Bidder B:
 - Dosage = 2.8 l/m³
 - Quantity of concrete = 100m³
 - Total Litres Required = 2.8 x 100 = 280 litre
 - Total Cost = R60/litre x 280litre = R16 800

Clause number	TENDER DATA
	In this case, Bidder B would be more cost-effective despite the higher unit price due to lower dosage requirements.
	Submission Deadline
	Bidders must submit their results, cost breakdowns, and detailed reports
6.11.5	The procedure for the evaluation of responsive tenders is Method 4
	{(Financial offer - SBD 3.2) (Quality - Annexure M), and (Preference - Annexure E)}
	The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula.
	$T_{EV} = f_1 (N_{FO} + N_P) + f_2 N_Q$
	Where:
	f_1 and f_2 are fractions,
	f ₁ equals 1 minus f ₂ and
	f ₂ equals 0,2
	<i>N_{FO}</i> is the number of tender evaluation points awarded for the financial offer made in accordance with 6.11.7 where the score for a financial offer is calculated using the following formula:
	$N_{FO} = W_1 \times A$
	Where:
	$A = \left(1 - \left(\frac{P - P_m}{P_m}\right)\right)$
	and W₁ equals 90
	N_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule
	N_Q is the number of tender evaluation points awarded for the quality offered in accordance with 6.11.9 where $W_2 = 100$.
	Up to 100 minus W ₁ tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.
6.11.7	Price Score:
	Score for financial offers using the following formula:
	$N_{FO} = W_1 \times A$
	Where:
	N _{Fo} → is the number of tender evaluation points awarded for the financial offer;
	$A = \left(1 - \left(\frac{P - P_m}{P_m}\right)\right)$ (As per Preferential Procurement Regulations, 2022);
	P is the comparative offer of the tender offer under consideration;
	P _m is the comparative offer of the most favourable comparative offer; and
	W_1 equals 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000,00.

6.11.8 Preference Score:

Preferential Procurement Regulations, 2022, will be used to evaluate this proposal as per the applicable threshold value.

Bid proposals will be evaluated based on the 90/10 preference points system in accordance with the PPPFA Act (Act no. 5 of 2000). Where a maximum of 90 points will be awarded in respect of price and a maximum of 10 points will be awarded for specific goals.

 \textit{N}_{p} shall be calculated to a maximum of 10 points, as claimed in Table 1 below in accordance with Preferential Procurement Regulations, 2022 and described below.

Points claim

ed will be according to a Tenderer's specific goals as indicated in Table 1 below:

In terms of Regulation 4(2) and 5(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the tenderer's goals claimed as per Table 1 below. The tenderer goal claimed must be supported by proof / documentation as per Table 2 and the special conditions of this tender where applicable.

Table 1: Specific goals for the tender and points claimed

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)
Women Ownership	2
Disability Ownership	2
Youth Ownership	2
Location of enterprise (local equals province) – Western Cape Province	1
B-BBEE status level contribution from level 1 to 2 which are QSE or EME	3
TOTAL SCORED POINTS	10

"Specific goals" means specific goals as contemplated in section 2(1)(d) of the PPPFA Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction of Development Programme as published in *Government Gazette* No. 16085 date 23 November 1994.

"Ownership" means the percentage ownership and control, exercised by individuals within an enterprise.

"Disability" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

- i. A blind person (in terms of the Blind Persons Act, 1968 (Act no.26 of 1968);
- ii. A deaf person, whose hearing is impaired to such an extent that he/she cannot use it as a primary means of communication;
- iii. A person who, as a result of permanent disability, requires a wheelchair, caliper or crutch to assist him/her to move from one place or another;
- iv. A person who requires an artificial limb; or
- v. A person who suffers from a mental illness (in terms of the Mental Health Act, 1973 (Act no. 18 of 1973).

"Youth" means, in respect of a person younger than 35 years of age.

"Location of enterprise" Local equals province. Where a project cuts across more than on province, the Tenderer may be located in anu of the relevant provinces to obtain the points.

Clause **TENDER DATA** number Women, disability, and youth will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets the criterion. E.g., Company A has five shareholders each of whom own 20% of the company. Three of the five share holders meet the criterion, i.e. they are women/disability/youth. Therefore, this Tenderer will obtain 60% of the points allowable for this goal. Documents/ information listed on the below Table 2 must be submitted to support and verify points claimed as per Table 1 above. Table 2: Documents required for verification of Tenderer claimed points **Specific Goal Requires Proof Documents** Women Ownership Full CSD Report Disability Ownership Full CSD Report Youth Ownership Full CSD Report Location of enterprise Full CSD Report Valid B-BBEE certificate/sworn affidavit B-BBEE status level contribution Consolidated B-BBEE certificate in cases of Joint from level 1 to 2 Ventures which are QSE or EME Full CSD Report Failure on the part of a Tenderer to submit proof of documentation required in terms of this tender to

6.11.9 SCORING OF QUALITY:

goals are not claimed and will not be allocated.

The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows:

claim for specific goals with the bid, will be interpreted to mean that preference points for specific

Each evaluation criteria will be assessed in terms of five indicators – no response, poor, satisfactory, good and very good. Scores of 0, 40, 70, 90 or 100 will be allocated to no response, poor, satisfactory, good and very good, respectively. The scores of each of the evaluators will be averaged, weighted, and then totalled to obtain the final score for quality.

Initial

Clause number	TENDER DATA					
6.13	Tender offers will only be accepted if:					
	 the Tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity; 					
	b) the Tenderer, unless a foreign supplier, is tax compliant or provides written proof from SARS that the tenderer has made arrangements to meet outstanding tax obligations;					
	c) the financial offer is market-related and/or represents value for money;					
	d) the Tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 the National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za) as a person prohibited from doing business with the public sector;					
	e) the Tenderer has not:					
	 i. abused the Employer's Supply Chain Management System; or ii. failed to perform on any previous contract and has been given a written notice to this effect; 					
	f) the Tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.					
6.14	If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of: a) addenda issued during the tender period, b) inclusion of some of the returnable documents, and c) other revisions agreed between the employer and the successful tenderer during the process of offer and acceptance. Complete the schedule of deviations attached to the form of offer and acceptance, if any.					
6.17	The number of paper copies of the signed contract to be provided by the employer to the successful Tenderer is One (1).					

Initial

A R R P

DEPARTMENT OF WATER AND SANITATION

DWS22 0225 WTE

SUPPLY AND DELIVERY OF CONCRETE ADMIXTURES FOR THE RAISING OF CLANWILLIAM DAM

T2.1 LIST OF RETURNABLE DOCUMENTS AND SCHEDULES

THE TENDER DOCUMENT MUST BE SUBMITTED AS A WHOLE i.e. All volumes (including the fully priced and extended Provisional Bills of Quantities) as is bound together in one single document herein. All forms must be properly completed in black ink as required, and the document shall not be taken apart or altered in any way whatsoever.

Note: Should any of the below-mentioned documents and/or the entire Tender Enquiry Document not be submitted the tender submission may be viewed as NON-RESPONSIVE.

The Tenderer shall complete or provide the following returnable document/schedules:

RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES THAT WILL BE INCORPORATED INTO THE CONTRACT						
Doc. Ref. Nr.	Document / Schedule Comp					
SBD 1	SBD 1: Invitation to Bid					
Annexure A	Certificate of Attendance at Compulsory Clarification Meeting (Site briefing)					
Annexure B	Record of Addenda to Tender Documents					
Annexure C	Proposed Amendments and Qualifications					
SBD 4	SBD 4: Declaration of Interest					
Annexure D	Compulsory Declaration					
SBD 6.1	SBD 6.1: Preference Points Claim Form: General Conditions and Definitions					
Annexure E	Preferencing Schedule					
Annexure F	B – BBEE Status Verification Certificate					
Annexure G	Company Intellectual Property Commission Certificate					
Annexure H	Municipal Declaration					
Annexure I	Annual Financial Statements Declaration					
Annexure J	Authority Of Signatory					

Initial

RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES THAT WILL BE INCORPORATED INTO THE CONTRACT Completed Doc. Ref. Nr. **Document / Schedule** (Tick) TAX compliance Status Annexure K Annexure L Registration on National Treasury Central Supplier Database Annexure M Schedule of Proposed sub-contractor Annexure N Form of Offer and Acceptance (Part C1.1) Annexure O Contract Data (Part C1.2) SBD 3.2: Bill of Quantities - Non-Firm Price SBD 3.2 (Priced and extended Provisional Bill of Quantities - Part C2.2)

Initial					

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DEPARTMENT OF WATER AND SANITATION

DWS22 0225 WTE

SUPPLY AND DELIVERY OF CONCRETE ADMIXTURES FOR THE RAISING OF CLANWILLIAM DAM

T2.2 RETURNABLE DOCUMENTS AND SCHEDULES

|--|

SBD 1 PART A INVITATION TO BID



YOU ARE HEREBY INVI	TED TO BID FOR REC	UIREMENTS OF THE (NAM	E OF DEPARTME	NT/ PUBLIC EI	VTITY)		
	22 0225 WTE	CLOSING DATE: 29 APRIL				OSING TIME: 11:00a	am
	DESCRIPTION SUPPLY AND DELIVERY OF CONCRETE ADMIXTURES FOR THE RAISING OF CLANWILLIAM DAM BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)						
BID RESPONSE DOCUM	ENTS MAY BE DEPO	SITED IN THE BID BOX SIT	UATED AT (STRE	ET ADDRESS			
The bid box at the		nadaka Building					
157 Francis Baard	Street						
Pretoria							
0001							
BIDDING PROCEDURE E	NQUIRIES MAY BE D	DIRECTED TO	TECHNICAL EN	QUIRIES MAY	BE DIRECTE	D TO:	
CONTACT PERSON		Water& Sanitation: Bid	CONTACT PER	SON	F. Havenga	a P.J. Kruger	
TELEPHONE NUMBER	012 336 7780/656	62/8151	TELEPHONE N	UMBER	060 980 78	44	
FACSIMILE NUMBER			FACSIMILE NUMBER NA				
E-MAIL ADDRESS	bidenquirieswt	e@dws.gov.za	E-MAIL ADDRE	SS	CWD-Ten	ders@dws.gov.za	<u>a</u>
SUPPLIER INFORMATIO	N						
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS		ı		Т		Г	
TELEPHONE NUMBER	CODE	NUMBER					
CELLPHONE NUMBER				Г		T	
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATIO NUMBER	N						
SUPPLIER COMPLIANCE STATUS	COMPLIANCE		OR	CENTRAL SUPPLIER			
B-BBEE STATUS LEVEL	SYSTEM PIN:	PPLICABLE BOX	B-BBEE STATU	DATABASE I		[TICK APPLI	CADI E DOVI
VERIFICATION CERTIFICATE	TION AI	FFLIOABLE BOX	AFFIDAVIT	3 LEVEL 3WO	NIN	[TION AFFLI	CABLE BOAJ
CERTIFICATE	☐ Yes	☐ No				☐ Yes	□No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
	Y FOR PREFEREI	NCE POINTS FOR B-BE	BEE]			T	
ARE YOU THE ACCREDITED	□Yes	□Yes □No ARE YOU A FOREIGN BASED SUPPLIER		SUPPLIER	□Yes	□No	
REPRESENTATIVE IN SOUTH AFRICA FOR TH	E [IF YES ENCLOS	E PROOFI	FOR THE GOO			[IF YES, ANSWER	
GOODS /SERVICES /WORKS OFFERED?			OFFERED? QUESTIONNAIRE BELOW]			BELOM]	
QUESTIONNAIRE TO BII	DDING FOREIGN SUP	PLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?							
DOES THE ENTITY HAVE A BRANCH IN THE RSA?							
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?							
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES \(\sigma \) NO							
		OVE, THEN IT IS NOT A REQ /ICE (SARS) AND IF NOT RI			A TAX COMP	LIANCE STATUS S	YSTEM PIN CODE
		\:					

SBD 1 PART B TERMS AND CONDITIONS FOR BIDDING



1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

SIGNATURE OF BIDDER: CAPACITY UNDER WHICH THIS BID IS SIGNED: (Proof of authority must be submitted e.g. company resolution) DATE:

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

Tender T2 2 – SDB 1
Part T2: Returnable documents Page | 24

ANNEXURE A



CERTIFICATE OF ATTENDANCE AT COMPULSORY CLARIFICATION MEETING

NOTE: Unless the attendee's name, details and signature also appear on the attendance register this Certificate of attendance shall not be accepted and the tenderer's offer shall be deemed non-responsive.

This is to certify that (Tenderer) I,
was represented by the person of (tenderer duly authorised)
of(address)
Telephone number
named below at the compulsory meeting held for all Tenderers at (location)
on (date) starting at (time)
I/we acknowledge that the purpose of the meeting was to acquaint myself/ourselves with the site conditions, scope of works and available site facilities.
I/we further certify that I/we am/are satisfied with the description of the scope of work, and/or matters incidental to doing the work specified in the tender documents, as well as the explanations given by the Department of Water and Sanitation Representative. I/we understand perfectly the work to be done, as specified and implied, in the execution of this Contract, in order for me/us to take account of everything necessary when compiling rates and prices included in the tender.
I/we have previously studied the document. I/we carefully examined the site and equipment. I/we have made myself/ourselves familiar with all the equipment likely to influence the work and the cost thereof.
I/we have attended the clarification meeting for which I/we am/are submitting the Tender and have, so far as is practicable, familiarised myself/ourselves with all information, risks, contingencies and other circumstances which may influence or affect my/our tender.
I/we acknowledge that I/we am/are acquaint with the site conditions, scope of work, available site facilities in order for me/us to take account of everything necessary to compile a responsive bid, prepare method statements, a tender programme and to price realistic rates in the tender.
Particulars of person attending the meeting: (Signed on behalf of Tenderer) 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:
Capacity: Date and Time:
Initial

Tender
Part T2: Returnable documents

ANNEXURE B



RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:					
	Date	Title or Details			
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
Attach add	litional pages if more space is	required.			
	Signed	Date			
	Name	Position			
Т	enderer				

Tender Part T2: Returnable documents

ANNEXURE C



PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a Tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Department reserve the rights to accept and or reject any proposed qualifications.

The Tenderer's attention is drawn to clause 6.8 of SANS ISO 10845-3: 2022 Rev2 regarding proposed qualifications and the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed	Date	
Name	Position	
Tenderer		

Tender
Part T2: Returnable documents

SBD 4





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

Initial

Tender T2 2 – SDB 4
Part T2: Returnable documents Page | 28

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.

SBD 4



2.2	Do you, or any person connected with the Bidder, have a relationship with any person who is employed by the procuring institution? YES/NO
2.2.1	If so, furnish particulars:
2.3	Does the Bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO
2.3.1	If so, furnish particulars:
3 D	ECLARATION
	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 or the awarding of the contract.
	venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, skill and knowledge in an activity for the execution of a contract.
	Initial

Tender T2 2 – SDB 4

SBD 4



- 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

COMPULSORY DECLARATION

The following particulars must be furnished. In the case of a joint venture, separate declaration in respect of each partner must be completed and submitted. Section 1: Enterprise Details Name of enterprise: Contact person: Email: Telephone: Cell no Fax. Physical address Postal address Section 2: Particulars of companies and close corporations Company / Close Corporation registration number Section 3: SARS Information Tax reference number Tax compliance status pin number (unless a foreign supplier) **VAT** registration number: State Not Registered if not registered for VAT The tender is a foreign supplier The tenderer: (tick appropriate boxes) is not a resident of the Republic of South Africa; and does not have a branch in South Africa, a permanent establishment in South Africa or any source of income from South Africa. CIDB registration number (if applicable) Section 4: **CIDB** Registration number Section 5: National Treasury Central Supplier Database Supplier number Unique registration reference number Attach CSD registration or summary report not older than 7 days prior to tender closing Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

						1
						1
Attach separate p	age if necessary					•
Section 7: Declar	ation by tendering e	ntity				
	g entity, or any of its di ployed by the state?	rectors/trustees / shareholde	ers / members / pa	artners or any pe	rson having a controlling interest	in the
tick appropriate box	yes □ yes	□ no				
		dividual identity numbers, a rs or any person having a cor			umbers of sole proprietors/ dire n the tabulation below.	ctors /
Full Name			Identity Numl	ber	Name of State institution	
		_				
	interest is the power, be deciding vote or powe		ersons holding the	majority of the ed	quity of an enterprise, alternative	ely, the
2 Do you, or an institution?	y person connected v	vith the tendering entity, h	ave a relationship	with any perso	n who is employed by the pro	ocuring

If so, furnish particulars:	
	ectors / trustees / shareholders / members / partners or any person having a controlling interest vother related enterprise whether or not they are tendering for this contract?
tick appropriate box yes	□ no
If yes, furnish particulars:	
	the state s with a cross, if any principal is currently or has been within the last 12 months in
the service of any of the following:	nil
a member of any municipal councila member of any provincial legisl	public entity or constitutional institution within the
□ a member of the National Assemb	meaning of the Public Finance Management Act of
National Council of Province a member of the board of directo	rs of any a member of an accounting authority of any national or provincial public entity
municipal entity ☐ an official of any municipality or n entity	an employee of Parliament or a provincial legislature

Name of principal	Name of institution, public office, board or organ	Status of service		
	of state and position held	(tick appropriate column)		
		Current	Within last months	12
poort concrete none if necessary				
sert separate page if necessary	show in the convice of the state			
ection 9: Record of family men mily member: a person's spouse, wh	ether in a marriage or in a customary union according t	to indigeno	us law. domestic pa	artn
	er, whether such a relationship results from birth, marria			٠. ٠.٠
	res with a cross, if any family member of a principans been in the service of any of the following:	al as defin	ed in section 5 is	cur
□ a member of any municipal co				
 a member of any provincial leg 	within the meaning of the Public	onstitution: : Finance I	al institution Management	
 a member of the National Asse National Council of Province 	within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)			
	a member of an accounting au	uthority of	any national	
	or provincial public entity	-	-	
 a member of the board of direct municipal entity an official of any municipality of 	or provincial public entity an employee of Parliament or a	-	-	
 a member of the board of direct municipal entity an official of any municipality centity 	or provincial public entity an employee of Parliament or a	ı provincia	l legislature	
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a member of the board of direct municipal entity an official of any municipality of entity Name of family member Insert separate page if necessary Section 10: Record of termination was any contract between the tendears for reasons other than the error	or provincial public entity an employee of Parliament or a Name of institution, public office, board or organ of state and position held n of previous contracts with an organ of state dering entity including any of its joint venture parmployer no longer requiring such works or the er	Status of stick appro	l legislature service opriate column) Within last months	ne p

Section 10: Declaration I the undersigned	
I the undersigned,	
I the undersigned,	
I the undersigned,	
the tendering entity, in submitting the accompanying tender, do hereby make the following statements that I certify to be true and complete in every respect: 1) I have read and I understand the contents of this disclosure. 2) I understand that the accompanying tender will be disqualified if this disclosure is found not to be true and complete in every respect. 3) The tendering entity has arrived at the accompanying tender offer independently from, and without consultation, communication, agreement, or arrangement with any competitor. Note: Communication between partners in a joint venture or consortium (i.e. 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) will not be construed as collusive tendering. 4) 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 tender, tendering with the intention not to win the tender and conditions or delivery particulars of the products or services to which this tender invitation relates. 5) The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract. 6) There have been no consultations, communications, agreements, or arrangements made by the tenderer with any official of the procuring institution in relation to this procurement process prior to and during the tendering process except to provide clarification on the tender submitted where so required by the institution; and the tenderer was not involved in the drafting of the specifications or terms of reference for this tender. 7) I am aware that, in addition and without prejucice to any other rem	Section 10: Declaration
2) I understand that the accompanying tender will be disqualified if this disclosure is found not to be true and complete in every respect. 3) The tendering entity has arrived at the accompanying tender offer independently from, and without consultation, communication, agreement, or arrangement with any competitor. Note: Communication between partners in a joint venture or consortium (i.e. 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) will not be construed as collusive tendering. 4) 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 tender, tendering with the intention not to win the tender and conditions or delivery particulars of the products or services to which this tender invitation relates. 5) The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract. 6) There have been no consultations, communications, agreements, or arrangements made by the tenderer with any official of the procuring institution in relation to this procurement process prior to and during the tendering process except to provide clarification on the tender submitted where so required by the institution; and the tenderer was not involved in the drafting of the specifications or terms of reference for this tender. 7) I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalti	the tendering entity, in submitting the accompanying tender, do hereby make the following statements that I certify to be
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	,
	i) neither the name of the tendering entity or any of its principals appears on: a) the Register of Tender Refaulters established in terms of the Register and Compating of Corrupt Activities Act
 a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004) 	
b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)	b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
ii) neither the tendering entity of any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);	
iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);	



- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) has no other relationship with any of the Tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the Tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the Tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that Tenderers avoid conflicts of interest, only submit a tender offer if the Tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any Tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires Tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

Name	Position	
Tenderer		



PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
 - 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 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
 - (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences,

Initial	

SBD 6.1



in any manner required by the organ of state.

2. **DEFINITIONS**

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$
 or $Ps = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender



3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80\left(1+rac{Pt-P\,max}{P\,max}
ight)$$
 or $Ps = 90\left(1+rac{Pt-P\,max}{Pmax}
ight)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

SBD 6.1



Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Women Ownership	2	
Disability Ownership	2	
Youth Ownership	2	
Location of enterprise (local equals province): Western Cape Province	1	
B-BBEE status level contribution from level 1 to 2 which are QSE or EME	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

The information furnished is true and correct;

4.3.	Name of company/firm			
4.4.	Company registration number:			
4.5.	TYPE OF COMPANY/ FIRM			
	□ Partnership/Joint Venture / Consortium □ One-person business/sole propriety □ Close corporation □ Public Company □ Personal Liability Company □ (Pty) Limited □ Non-Profit Company □ State Owned Company □ ICK APPLICABLE BOX			
4.6.	I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:			

Tender T2 2 – SBD 6.1
Part T2: Returnable documents Page | 40

SBD 6.1



- 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)			
SURNAME AND NAME	:		
DATE:			
ADDRESS:			



PREFERENCING SCHEDULE

1 Preference

Preferences shall be granted in respect of the following:

1.1 Ownership by women, people with disabilities and youth

The percentage shareholding of an enterprise as at the closing time for submissions of natural persons who are women, people with disabilities or youth as evidenced by:

- a) voting rights that are not subject to any limitation; and
- b) economic interest.

where

people with disabilities are people who have a long-term or recurring physical or mental, intellectual or sensory impairment which, in interaction with various barriers, may substantially limit their prospects of entry into, or advancement in, employment.

youth are people aged between 14 and 35 years (NYP 2020-2030)

1.2 Local enterprise

An enterprise which operates from a building together with its land and outbuildings located within the boundaries of the Western Cape Province as at the closing time for submissions.

1.3 B-BBEE status level contributors from level 1 or level 2 who are Exempted Micro Enterprises or Small Qualifying Enterprises

The status of an enterprise as measured in accordance with the provisions of **an applicable code of good practice** issued in terms of Section 9(1) of the B-BBEE Act of 2003 as at the closing time for submissions.

Note: The Construction Sector Code applies to the B-BBEE compliance measurement of all entities that fall within the Construction Sector i.e., all enterprises who derive more than 50% of their annual Revenue from Construction Related Activities.

2 Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide in support of their claim the following in relation to their claim, failing which their claims for preferences will be rejected:

Preference applied for	Verification document	
Ownership by women Ownership by people with disabilities Ownership by youth	Completed Percentage Ownership Affidavit (Annexure 1)	
Location of enterprise	Completed Location of enterprise affidavit (Annexure 2) and proof of ownership of premises or a valid rental agreement with the owner of such premises	
B-BBEE status level of contributor	B-BBEE Verification Certificates issued by a verification agency accredited by the South African National Accreditation System (SANAS) (see www.sanas.co.za/Pages/index.aspx) or, in the case of an Exempted Micro Enterprise or a Qualifying Small Enterprise, if permitted in terms of the relevant code, a duly completed sworn affidavit on the relevant and appropriate form obtained from one the following websites: www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-EME-Gen.pdf www.abp.org.za/wp-content/uploads/2018/03/Final-CSC-EME-Affidavit-March-2018-2.pdf	



3 Preferences points offered and claimed

The preference points offered by the Employer in accordance with the provisions of the Preferential Procurement Policy Framework Act of 2000 and claimed by the tenderer are as follows:

Preference claimed		Number of preference points allocation		
		90/10 preference points system	80/20 preference points system	(tick relevant block)
	by women	Up to 2	Up to 5	
Ownership	by people with disabilities	Up to 2	Up to 5	
	by youth	Up to 2	Up to 5	
Location of enterprise	Western Cape Province	1	2	
B-BBEE status	Level 1 or level 2 contributors who are Exempted Micro Enterprises or Small Qualifying Enterprises	3	3	

where the points claimed for ownership are calculated separately for each type of ownership in terms of the following formula:

90 / 10 preference points system: $NO = 2 \times PS / 100$

80 / 20 preference points system: $NO = 5 \times PS / 100$

where

NO = number of points awarded to tenderer claiming a preference for ownership by women, people with disabilities or youth

PS = percentage shareholding by women, people with disabilities or youth as declared in the Percentage Ownership Affidavit

4 Declaration

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the tenderer, confirms that he/she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences which are claimed.

Signature:			
Name:			
Duly authorised to sign on behalf of:			
Telephone: Da	ate:		
Name of witness:	Signature of witness:		
Note: Failure to complete the declaration will lead to the rejection of a claim for a preference.			



Annexure 1: Percentage Ownership Affidavit						
I, the undersigned,						
full name and surname	full name and surname					
identity number						
hereby declare under oath that						
1) I am a member / director / ow	ner of the enterprise:					
name :						
trading name, if applicable						
registration number:						
physical address:						
in which the following natural persons who are women, people with disabilities or youth at the time of the tender submission have						
a) voting rights that are not subject to any limitation; and						
b) economic interest.						
as indicated below						
Name	Economic interest (%)	Identity number				

Name	Econon	nic interes	st (%)	Identity number
	Women	People vith disabilities	Youth	



wnere:
people with disabilities are people who have a long-term or recurring

people with disabilities are people who have a long-term or recurring physical or, mental, intellectual or sensory impairment which, in interaction with various barriers, may substantially limit their prospects of entry into, or advancement in, employment

Note: The Code of Good Practice on Employment of Persons with Disabilities (2015) considers "substantially limit" as "if in its nature, duration or effects it substantially limits the person's ability to perform the essential functions of the job for which they are being considered" and points out that "some impairments are so easily controlled, corrected or lessened that they have no limiting effects.

youth are people aged between 14 and 35 years (NYP 2020-2030)

- 2) the contents of this statement are to the best of my knowledge a true reflection of the facts;
- 3) I know and understand the contents of the affidavit and I have no objection to take the prescribed oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

Deponent signature:	Date:	

Commissioner of oaths Signature and stamp



Annexure 2: Location of enterprise affidavit				
I, the undersigned,				
full name and surname				
identity number				
hereby declare under oath that				
1) I am a member / director / owner of the enterprise:				
name:				
trading name, if applicable				
registration number:				
physical address:				
which is an enterprise which operates from a building together with its land and outbuildings located within the boundaries of the <i>Western Cape</i> Province as at the closing time for submissions;				
2) the contents of this statement are to the best of my knowledge a true reflection of the facts;				
3) I know and understand the contents of the affidavit and I have no objection to take the prescribed oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.				
Attach proof of ownership of premises or a valid rental agreement with the owner of such premises				
Deponent signature: Date:				
Commissioner of oaths Signature and stamp				

ANNEXURE F



B – BBEE STATUS VERIFICATION CERTIFICATE

Preferencing schedule: Broad Based Black Economic Empowerment Status

Preamble

Section 10(b) of the Broad-Based Black Economic Empowerment Act of 2003 (Act No. 53 of 2003) states that "Every organ of state and public entity must take into account and. as far as is reasonably possible. apply any **relevant code of good practice** issued in terms of this Act in developing and implementing a preferential procurement policy:"

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003 including a generic code of good practice and various sector codes. The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBBEE status. The B-BBEE status needs to be assessed in accordance with the applicable code.

1 Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide sufficient evidence of their B-BBEE Status in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which their claims for preferences will be rejected.

2 Sufficient evidence of qualification

2.1 Exempted micro enterprises

Sufficient evidence of qualification as an Exempted Micro-Enterprise is a :

- a) a registered auditor's certificate or similar certificate issued by an accounting officer as contemplated in the Close Corporation Act of 1984 in respect of the entity's last financial year or a 12 month period which overlaps with its current financial year; or a certificate issued by a verification agency and which is valid as at the closing date for submissions; or.
- b) a sworn affidavit B-BBEE Exempted Micro Enterprise (see www.thedti.gov.za/gazzettes/Affidavit_EME.pdf

2.2 Enterprises other than micro exempted enterprises

are to the best of my belief both true and correct

Sufficient evidence of B-BBEE Status is:

- a) an original or certified copy of the certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS) or registered auditors approved by Independent Regulatory Board for Auditors (IRBA) and which is valid as at the closing date for submissions; or.
- b) a sworn affidavit B-BBEE Qualifying Small Enterprise (see www.thedti.gov.za/gazzettes/BBEE QUALIFYING SMALL ENTERPRISE.pdf)

3 Declaration

The Tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions
- b) the tendering entity has been measured in terms of the following code (tick applicable box)

	Generic code of good practice
	Other – specify
c)	the contents of the declarations made in terms of a) and b) above are within my personal knowledge and

ANNEXURE F



The undersigned, who warrants that he / she is duly authorised to do so on behalf of the Tenderer confirms that he / she understands the conditions under which such preferences are granted and confirms that the Tendere satisfies the conditions pertaining to the granting of tender preferences.
Signature :
Name :
Duly authorised to sign on behalf of :
Telephone:
Fax:
Name of witness Signature of witness
 Note: 1) Failure to complete the declaration will lead to the rejection of a claim for a preference 2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference
OTE: ATTACHED TOGETHER WITH PREFERENCING SCHEDULE THE FOLLOWING: stached B-BBEE Status level in original or certified copy of B-BBEE certificate issued in accordance ith the revised Notice of Clarification published in the Notice 44 of 2015 published in Government azette 38799 on 15 May 2015 by the Department of Trade and Industry.

N Αt wi Ga Attached hereto this page is my / our B-BBEE Status Level verification Certificate/s. My failure to submit the certificate/s with my / our tender document may result in the award of 0 (zero) points for specific goals (as per SBD 6.1). SIGNATURE: DATE: (of person authorised to sign on behalf of the Tenderer) Initial _____ T2 2 -B-BBEE Status Verification Tender

ANNEXURE G



COMPANY INTELLECTUAL PROPERTY COMMISSION CERTIFICATE

CONTRACTOR'S COMPANY INTELLECTUAL PROPERTY COMMISSION (CIPC/CIPRO) PROOF OF REGISTRATION

Attached to this page: Originally certified copies of Tenderer's CIPC / CIPRO company registration documents listing all members with percentages. In the case of a joint venture, separate CIPC / CIPRO company registration in respect of each partner must be completed and submitted.

Attached hereto this page is my / our Proof of CIPC/CIPRO	active registration certificate.
SIGNATURE: of person authorised to sign on behalf of the Tenderer)	DATE:
	Initial
Founday	TO 2 CIDC Contificate

Tender
Part T2: Returnable documents

ANNEXURE H



MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS

In the case of a joint ven	ture (incorpor	ated), separate municipal declarations shall be submitted in respect of each partner.
Section 1: Enterprise D	Details	
Name of enterprise:		
Contact person:		
Email:		
Telephone:		
Cell no		
Fax:		
Physical address		
Postal address		
Municipality where the is situated	business	
Municipal account nur	mber for	
Municipal account nur water and electricity	mber for	
Attack a server of recording		
not older than 3 months	pai accounts v	which includes the municipal account number for rates and for water and electricity
I, the undersigned what the tendering en		that I am duly authorised on behalf of the tendering entity, hereby declare oriate box):
		nd the tendering entity's municipal rates and taxes and service charges in business is situated are not in arrears
operates is in	clusive of mu	account as the rental agreement for the property from which the business inicipal rates, electricity and water charges and the owner of the property all municipal rates and charges.
Signature:		
Name:		
Ouly authorised to sign	on behalf of	<u>. </u>
Felephone:		Date:
Name of witness:		Signature of witness:
		Initial

Tender

Part T2: Returnable documents

ANNEXURE I



ANNUAL FINANCIAL STATEMENTS DECLARATION

In the case of a joint venture, separate declaration in respect of each partner must be completed and submitted. The undersigned, who warrants that he / she is duly authorised to do so on behalf of the respondent, confirms that: The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable The enterprise has compiled its financial accounts [tick one box]: internally independently The following statement applies to the enterprise [tick one box and provide relevant information] enterprise has had its financial statements audited; name of auditor enterprise is required by law to have an independent review of its financial statements enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 12 months of the financial year end. [Attach the income statement and the balance sheet contained in the financial statement] 7) 8) I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct. Signed Date Position Name Tender

Tender
Part T2: Returnable documents

ANNEXURE J



AUTHORITY OF SIGNATORY

CONTRACTOR'S DULY AUTHORISED SIGNATIRY

Details of person responsible for tender process:	
Name:	
Contact number:	
Office address:	
Attach herewith a Duly authorised signatory from of company with proof of authority for signatory, e.ga company resolution.	J.
Attached hereto this page is my / our Proof of authority for signatory of duly authorised person, supporting documents).	/s
SIGNATURE: DATE:	
Initial	

Tender

Part T2: Returnable documents

ANNEXURE K



TAX COMPLIANCE STATUS

CONTRACTOR'S TAX COMPLIANCE STATUS
Attached to this page: Tax Compliance Status (TCS) PIN page. In the case of a joint venture, separate Tax pin page in respect of each partner must be completed and submitted.
Attached hereto this page is my / our Tax Compliance Status PIN (SARS pin) page. My failure to submit
the TAX compliance status with my / our tender document may lead to the conclusion that I am / we are not Tax compliant and therefore maybe not eligible to tender.
SIGNATURE: DATE: (of person authorised to sign on behalf of the Tenderer)

Tender
Part T2: Returnable documents

ANNEXURE L



REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

CONTRACTOR'S CSD REPORT

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database, containing MAAA number (www.treasury.gov.za). In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Affix Proof of the National Treasury Central Supplier Database to this page (Full CSD required, not summary)

Attached hereto this page is my / our Proof of Registration v Database (CSD).	with National Treasury's Central Supplier
SIGNATURE: (of person authorised to sign on behalf of the Tenderer)	DATE:
	Initial

Tender T2 2 – CSD Part T2: Returnable documents Page | 54

ANNEXURE M



SCHEDULE OF PROPOSED SUB-CONTRACTORS

SCHEDULE OF PROPOSED SUB-CONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

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

In order to complete the Works under this Contract, I/we propose to employ the following subcontractors to carry out the portion/type of work as detailed. Affix Original or Certified proof of 3 previous projects for each sub-contractor.

Sub-contractor: Name, Address and Telephone	Portion/type of work to be undertaken	
No.		
		Previous value of work:
		Previous Experience:
by both parties In accordance with the General Cor	Sub-contractor together with a pro-form nditions of Contract the Tender shall r the execution of certain sections of the	state hereunder the names of Sub-

No	PROPOSED SUB-CONTRACTOR	ADDRESS AND TELEPHONE OF PROPOSED SUBCONTRACTOR	NATURE AND EXTENT OF WORK	PREVIOUS EXPERIENCE WITH SUBCONTRACTOR

NOTE: Acceptance of this tender shall not be construed as approval of all or any of the listed specialist subcontractors. Should any or all of the specialist subcontractors not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the engineer.

NAME OF TENDER:		-
COMPANY NAME:		
SIGNATURE OF TENDER:		
DATE:		
	Initial	

Tender T2 2 - Schedule of Proposed Subcontracting Part T2: Returnable documents Page | 55

ANNEXURE N



FORM OF OFFER AND ACCEPTANCE

Form of Offer and Acceptance is in section – Contract C1, under C1.1

Complete this document and place back into bid at C1.1

ANNEXURE O



CONTRACT DATA

Contract data is in section – Contract C1, under C1.2

Complete this document and place back into bid at C1.2

SBD 3.2



PRICING SCHEDULE

PRICING SCHEDULE - NON-FIRM PRICES (PURCHASES)

SBD 3.2 is in section – Contract C2, under C2.2

Complete this document and place back into bid at C2.2

Initial		



DEPARTMENT OF WATER AND SANITATION

DWS22 0225 WTE

SUPPLY AND DELIVERY OF CONCRETE ADMIXTURES FOR THE RAISING OF CLANWILLIAM DAM

THE CONTRACT

C1 AGREEMENTS AND CONTRACT DATA

- C1.1 FORM OF OFFER AND ACCPETANCE
- C1.2 CONTRACT DATA



DEPARTMENT OF WATER AND SANITATION

DWS22 0225 WTE

SUPPLY AND DELIVERY OF CONCRETE ADMIXTURES FOR THE RAISING OF CLANWILLIAM DAM

C1.1 FORM OF OFFER AND ACCEPTANCE

Initial					



C1.1 FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE - RENDERING OF SERVICES (as per GCC 2015)

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

SUPPLY AND DELIVERY OF CONCRETE ADMIXTURES FOR THE RAISING OF CLANWILLIAM DAM

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract, including compliance with all its terms and conditions, according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE-ADDED TAX IS						
	Dond (in words). D					
	Rand (in words); R	, -				
Acceptance and returning validity stated in the Tende	ed by the Employer by signing the Acceptance page one copy of this document to the Tenderer before Pata, whereupon the Tenderer becomes the page act identified in the Contract Data.	ore the end of the period of				
For the Tenderer:						
Signature(s):						
Name(s):						
Capacity:						
Date:						
		Initial				

Contract Part C1: Agreement and Contract Data



Name and address of or	ganisation:
-	
-	
Signature and names of	witness:
Signature(s):	
Name(s):	
Capacity:	
Date:	
<u>ACCEPTANCE</u>	
Tenderer's offer. In consideration accordance with the Control Tenderer's offer shall form	s Form of Offer and Acceptance, the Employer identified below accepts the deration thereof, the Employer shall pay the Contractor the amount due in an agreement, between the Employer and the Tenderer upon the terms and a Agreement and in the Contract that is the subject of this Agreement.
The terms of the contract,	are contained in
Part 1: Agreements and 0	Contract Data, (which includes this Form of Offer and Acceptance)
Part 2: Pricing Data	
Part 3: Scope of Work	
	Initial

Contract
Part C1: Agreement and Contract Data



Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this agreement shall constitute a binding contract between the parties.

For the Employer:		
Signature(s):		
Name(s):		
Capacity:		
Date:		
Name and address of a	rganisation:	
Name and address of or	gumoutom	
Name and address of of		
Name and address of or		
Name and address of or	gamoutom	
Name and address of or	gamoutom	
Name and address of or		
Name and address of or		

Contract
Part C1: Agreement and Contract Data



Signat	re and names of witness:
Signat	re(s):
Name(·
Capaci	<i></i>
Date:	
<u>SCHEI</u>	JLE OF DEVIATIONS
Notes:	
1.	The extent of deviations from the tender documents issued by the Employer prior to the tende closing date is limited to those permitted in terms of the Conditions of Tender;
2.	A Tenderer's covering letter shall not be included in the final contract document should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here;
3.	Any other matter arising from the process of offer and acceptance either as a confirmation clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here;
4.	Any change or addition to the tender documents arising from the above agreements and ecorded here, shall also be incorporated into the final draft of the Contract.
1.	Subject:
	Details
2.	Subject:
	Details
	Initial

Contract
Part C1: Agreement and Contract Data



By the duly authorised representatives signing this Agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:		FOR THE EMPLOYER
	Signature(s)	
	Name(s)	
	Capacity	
Name and address of organisation		Name and address of organisation
	Witness signature	
	Witness Name	
	Date	

Contract
Part C1: Agreement and Contract Data



DEPARTMENT OF WATER AND SANITATION

DWS22 0225 WTE

SUPPLY AND DELIVERY OF CONCRETE ADMIXTURES FOR THE RAISING OF CLANWILLIAM DAM

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

1.2.1 GENERAL CONDITIONS OF CONTRACT

The Contract shall be governed by the "General Conditions of Contract for Construction Works, Third Edition, 2015, refer to as GCC 2015, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685 and is obtainable from www.saice.org.za. It is supplemented with the Special Conditions of contract for the GCC and the Contract Data for GCC.

The only variations from these GCC 2015 shall be given in the Special conditions of Contract below. Whenever there is a conflict, the provisions in the Special Conditions and contract specific data of Contract shall prevail.

1.2.2 SPECIAL CONDITIONS OF CONTRACT

GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract (SCC) shall amplify, modify or supersede, as the case may be, to the extent specified below, and shall take precedence and shall govern.

AMENDMENT TO THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS. (3rd Edition 2015) (GCC)

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or sub clause in the General Conditions of Contract for Construction

Initial				

Works (3rd Edition 2015), and the applicable heading. A new special condition, that has no relation to the existing clauses, is introduced by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

The pro forma annexures included in the General Conditions of Contract for Construction Works (3rd Edition 2015) are deleted for the purpose of this Contract and are replaced with the forms bound into this document.

SCC 1(1) Definitions

The definitions contained in Clause 1(1) are hereby amended and/or supplemented as follows:

Clause	Information
SCC 1.1.1	In the contract defined as: DWS DWS22 0225 WTE SUPPLY AND DELIVERY OF CONCRETE ADMIXTURES FOR THE RAISING OF CLANWILLIAM DAM the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:
SCC1.1.1.15	"Employer" means the Department of Water and Sanitation acting on behalf of the Government of the Republic of South Africa represented by Construction South and shall include the Employer's duly authorised representative.
SCC1.1.1.16	"Employer's Agent" means Contract Manager Department of Water and Sanitation: Construction South or any other person appointed from time to time by him and notified in writing to the Contractor.

Initial						

1.2.3 CONTRACT SPECIFIC DATA

The General Conditions of Contract for Construction Works, Third Edition, 2015 published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering (Tel 011 805 5947), www.saice.org.za.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The following contract specific data, referring to the General Conditions of Contract for Construction Works Third Edition (2015), are applicable to this Contract:

PART 1:	PART 1: DATA PROVIDED BY THE EMPLOYER							
Clause	Description	Information						
1.1.1.15	The name of Employer	Department of Water and Sanitation Contract Manager - Department of Water and Sanitation - Construction South						
1.2.1.2	The address of the Employer	Department of Water and Sanitation Private Bag X313 Pretoria 0001						
1.1.1.16	The name of the Employer's Agent.	Department of Water and Sanitation Contract Manager - Construction South						
1.2.1.2	The address of the Employer's Agent.	Department of Water and Sanitation Construction South Clanwilliam Dam Clanwilliam						
1.1.1.26	The Pricing Strategy	Re-measurable						
3.2.3	Specific approval of the Employer required	9.1 Termination of Contract 9.2 Termination by Employer						
5.1.1.1	Special non-working days	 Statuary holidays as declared by National or Regional Government. Three weeks annual Builders holiday December to January (dates to be confirmed) As PER SAFCEC To Be Announced The last Friday of every month. 						
5.8.1	Non-working days	Saturday and Sundays						

Initial				

The documentation required before commencement with works execution:	Initial programme (Clause 5.6) Other documents as specified in C3
The access and possession of the Site	Shall not be exclusive to the Contractor but as set out in the Site Information.
The penalty for failing to complete the Works	The penalty for failing to complete the Works is: 0.05 % of the Total Tender Sum per Calendar Day
Requirements for practical completion	Practical completion is achieved when all materials, as specified in the pricing schedule of the tender, have been fully delivered to the site or the agreed-upon location.
	Practical completion may also be deemed complete when the Employer's Agent is satisfied with the deliveries, even if not all materials have been physically delivered, depending on the scope of the agreement or project circumstances.
Re-measuring of Quantities	The quantities are estimates only and subject to change on re-measuring during the execution of the work. The service provider will bill the Department based on the product delivery.
Application of the Contract Price Adjustment Factor	Contract Price Adjustments is applicable as per Contract Price Adjustment Schedule
Variation in cost of special materials.	Price adjustments for variations in the costs of special materials are not allowed.
Dispute resolution by ad-hoc adjudication	Dispute resolution shall be ad-hoc adjudication.
The number of Adjudication Members to be appointed by the Contractor	3
The determination of disputes	Court Proceedings
	The access and possession of the Site The penalty for failing to complete the Works Requirements for practical completion Re-measuring of Quantities Application of the Contract Price Adjustment Factor Variation in cost of special materials. Dispute resolution by ad-hoc adjudication The number of Adjudication Members to be appointed by the Contractor

Initial				

PART 2: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the General Conditions of Contract for Construction Works, Third Edition (2015) published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed.

Each item of data given below is cross-referenced to the clause of Conditions of Contract to which it mainly applies.

	FORM H CONTRA	ACT DATA
PART 2:	DATA PROVIDED BY THE CONTRA	ACTOR
Clause	Description	Information
1.1.1.9	The name of the Contractor	
1.2.1.2	The address of the Contractor	Physical address:
		Postal address:
		E-mail address:
		Telephone:
		(End of Section C1

NAME OF TENDER:	
COMPANY NAME:	
SIGNATURE OF TENDER:	
DATE:	



DEPARTMENT OF WATER AND SANITATION

DWS22 0225 WTE

SUPPLY AND DELIVERY OF CONCRETE ADMIXTURES FOR THE RAISING OF CLANWILLIAM DAM

C2.1 PRICING INSTRUCTIONS

C2.1 PRICING INSTRUCTIONS

1. GENERAL

This section provides the tenderer with guidelines and requirements with regard to the completion of the Bil of Quantities. The Schedule has to be completed in black ink and the tenderer is referred to the arithmetical errors.

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Tender Documents which include the Conditions of Tender, Conditions of Contract, the Specifications (Scope of work/site information including the Project Specification), and the Drawings, as cross referenced.

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

State the rates and prices in Rand unless instructed otherwise in the tender conditions.

Any entry made by the Tenderer in the Bill of Quantities, form, etc., which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally 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.

Initial

Contract C2.1 – Pricing Instructions
Part C2: Pricing Data Page | 71

3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimated quantities only and will be subject to remeasuring 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 Employer 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.

4. 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.

All prices shall be tendered in accordance with the units specified in this schedule. Where a value is given in the "Quantity" column, a Rate and Price is required to be inserted in the relevant columns. 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.

5. CORRECTION OF ENTRIES

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

6. MONTHLY PAYMENTS

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

7. UNITS OF MEASUREMENT

The units of measurement described in the 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						
Abbreviation	Unit					
%	Percent					
No.	Number					
Prov sum ; PS	Provisional sum					
R/only; R/o	Rate only					
Sum, Lump sum	sum					
W/day	Work day					
h	Hour					
wk	Week					
d	Day					
Standard Abbreviations						
kPa	kilopascal					
mm	millimetre					
m	metre					
km	kilometre					
m²	square metre					
ha	hectare					
m³	cubic metre					
kN	Kilonewton					
MN	meganewton					
MN.m	meganewton-metre					
MPa	megapascal					
kg	kilogram					
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 as defined in the

Standardized, Project or Particular Specifications

Quantity: The number of units of work for each item

Rate: The agreed payment per unit of measurement at which the Tenderer bids to

do the work

Amount: The product of the quantity and the agreed rate for an item.

Sum; 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.

Provisional sum: An amount provided for work the scope and/or the necessity of which is

undecided, and which will be dealt with in accordance with clause 6.6.1 of the

General Conditions of Contract.

8. ARITHMETICAL ERRORS

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 6.11 for

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- 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.

9. PROVISIONAL ITEMS

All items described as "Provisional" shall be used as directed by the Employer and measured and valued or paid for. No work for which "Provisional" items are allowed shall be commenced without written instructions from the Employer.

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SUPPLY AND DELIVERY OF CONCRETE ADMIXTURES FOR THE RAISING OF CLANWILLIAM DAM

C2.2 BILL OF QUANTITIES

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DEPARTMENT OF WATER AND SANITATION





SUPPLY AND DELIVERY OF CONCRETE ADMIXTURES FOR THE RAISING OF CLANWILLIAM DAM

C2.2 BILL OF QUANTITIES

SBD 3.2

PRICING SCHEDULE - NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder	Bid number
Closing Time 11:00	Closing date

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

ITEM NO	SHORT DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.	Retarding Concrete Additive ASTM C494 Type B	litre			
2.	Water-reducing admixtures - ASTM C494 Type D and G	litre			
3.	Water reducing, high range and retarding Concrete admixtures ASTM C494 Type D and G	litre			
4.	Air entraining Concrete admixtures - ASTM C260	litre			
5.	Superplasticizer Concrete admixtures – EN 934-2: 2001	litre			
6.	Water-reducing, high range admixtures - ASTM C494 Type F	litre			
7.	Water reducing and retarding admixture for RCC ASTM C494 Type D and G; EN 934-2 (Water reducing, Retarding)	litre			
8.	Retarding concrete admixtures - ASTM C494 Type D and G	litre			
9.	Retarding (Water reducing, retarding) - EN 934-2	litre			
10.	Expanding grout admixture	Kg			
11.	Concrete Cohesion Promoter	litre			
12.	Provisional sum for additional/unspecified materials	Sum	1	-	R 2 000 000
13.	Markup and attendance on item 12	%	1		

SUB TOTAL(S)	R
Escalation(E) 15% of (S)	R
SUB TOTAL (E+S)	R
VAT @ 15%	R
TOTAL BID PRICE	R

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TENDERED DOSAGE RATES

Concrete Class	Quantity	y Item 1 Retarding Concrete Additive		Retarding		Retarding		Water	em 2 -reducing nixtures	Water high ra	em 3 reducing, ange and arding ixtures	Air e Co	em 4 ntraining oncrete nixtures	Super Co	em 5 plasticizer ncrete nixtures	Water- high	em 6 reducing, range ixtures	Water and re admix	em 7 reducing etarding cture for CC	Ret cor	em 8 arding ncrete ixtures	Retardi red	em 9 ng (Water ucing, arding)
	(m3)	(I/m3)	Total (I)	(l/m3)	Total (I)	(I/m3)	Total (I)	(l/m3)	Total (I)	(l/m3)	Total (I)	(l/m3)	Total (I)	(l/m3)	Total (I)	(l/m3)	Total (I)	(l/m3)	Total (I)				
IVRCC									•														
20/38	254638																						
CONVENT	TIONAL																						
35/19	200																						
30/19	5000																						
25/13	100																						
25/38	40000																						
20/13	500																						
25/19	7023																						
20/38	20000																						
20/19	15000																						
25/19	1000																						
Total requ	ired						ı		ı		1												

ed												
Insert to	able for final tender	ed rates, quantities	s, and etc.									
The quantities are final, and by signing, the bidder acknowledges acceptance of the specified quantities and terms.												
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Contra Part C2	nct 2: Pricing Data				C2.2 –BO	Q (SCB Page	•	Signa	ature and	Date		

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

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

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

Where:

X = Fixed 10% (0,10) of the original bid price. Is portion of the bid price remains firm, it is not subject to any price escalations.

a = Factor of the bid price for Labour

b = Factor of the bid price for Contractors Equipment

c = Factor of the bid price for Material

d = Factor of the bid price for Fuel

The total of the various factors "a", "b", "c", "d" must add up to 100%

"Lt", "Pt", "Mt" & "Ft" = Index figure obtained from a Statistics South Africa and published by SAFCEC from time to time (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 BASED DATE WILL BE 30 DAYS BEFORE TENDER CLOSING DATE- CLAUSE 6.8.2)

Index Lo =	Dated
Index Po =	Dated
Index Mo =	Dated
Index Fo =	Dated

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

FACTORS ("a", "b", "c" & "d")	PERCENTAGE OF BID PRICE
а	15%
b	15%
С	45%
d	25%
TOTAL	100%

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 EXC RATES FOR THE PERI	MIGIBE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE



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SUPPLY AND DELIVERY OF CONCRETE ADMIXTURES FOR THE RAISING OF CLANWILLIAM DAM

C3 SCOPE OF WORKS

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SCOPE OF WORK	(DATA) ASSOCIATED WITH A WORK PACKAGE
TOPIC	COMMENTARY
	DESCRIPTION OF THE GOODS
Employer's objectives	The Department requires the supply of concrete admixtures for use in the construction project at Clanwilliam Dam. The concrete admixtures are essential for enhancing the properties of concrete mixes, including strength, durability, workability, and setting time. The admixtures must meet the specifications outlined by the Department and be compatible with the materials and conditions present at the construction site.
	To provide the employer with various types of concrete admixtures, for the raising of the Clanwilliam Dam project.
	The admixtures need to be delivered per request and on time at indicated location on the raising of Clanwilliam dam construction site.
	The admixtures need to comply to specifications determine by the employer. No other admixtures will be allowed.
	To provide all dosing equipment.
General description of the goods	 The supply and delivery of admixtures as per list below, but not limited: Retarding concrete admixture; Water reducing (high range and retarding) concrete admixture; Air entraining concrete admixture; Super plasticizer concrete admixture; Water reducing and retarding admixture for Roller Compacted Concrete (RCC); & Water-reducing and accelerating admixtures.
	The contractor is responsible for providing high-quality concrete admixtures that comply with industry standards and regulations. Additionally, the contractor must ensure timely delivery of the admixtures to the project site as per the project schedule.
	These admixtures will be supplied and delivered at the 3 different batch plants on the Clanwilliam dam construction site, in bulk.
	High quality dosing equipment at the 3 different batch plant on the Clanwilliam dam construction site should comply to at least the following:
	 The dosing equipment must be fully automatic. It will be provided at no cost to the Department. The Contractor will be responsible for maintaining or replacing

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- the dosing equipment as needed during the contract period.
- If require the dosing equipment must be replaced within 24 hours.
- At the end of the contract, the Contractor will remove the dosing equipment.
- The Department is not obligated to use or acquire the dosing equipment at the end of the contract.

Silo Storage:

- Suitable silo storage must be provided for the three automatic batching plants.
- An abutment must be built for spillage control.
- The silo storage should accommodate the storage needs of each batching plant efficiently and securely.

SPECIFICATIONS

General specifications

GOODS:

1) Retarding concrete admixtures - ASTM C494 Type B:

- At the time of delivery, all concrete admixtures must have a minimum remaining shelf life of eight months or more, in accordance with the manufacturer's specifications and recommended storage conditions. The supplier must provide documentation verifying the manufacture date and remaining shelf life of each admixture delivered to ensure compatibility and reliability for the duration of the project.
- Density 1.11 kg/l +/- 0.5
- o pH-Value 7.0 +/-0.5

APPLICATION INFORMATION

 Recommended dosage: dosage rates will vary according to materials used, ambient conditions and the requirements of a specific project.

2) Water-reducing admixtures - ASTM C494 Type D and G:

- At the time of delivery, all concrete admixtures must have a minimum remaining shelf life of eight months or more, in accordance with the manufacturer's specifications and recommended storage conditions. The supplier must provide documentation verifying the manufacture date and remaining shelf life of each admixture delivered to ensure compatibility and reliability for the duration of the project
- Density 1,18 kg/litre +/- 0.5
- o pH-Value 8.0+/- 0.5

APPLICATION INFORMATION

 Recommended dosage: dosage rates will vary according to materials used, ambient conditions and the requirements of a specific project.

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3) Water reducing, high range and retarding concrete admixture - ASTM C494 Type D and G:

- At the time of delivery, all concrete admixtures must have a minimum remaining shelf life of eight months or more, in accordance with the manufacturer's specifications and recommended storage conditions. The supplier must provide documentation verifying the manufacture date and remaining shelf life of each admixture delivered to ensure compatibility and reliability for the duration of the project.
- Density 1.1 kg/l +/- 0.5
- o pH-Value 8 +/- 0.5

APPLICATION INFORMATION

 Recommended dosage: dosage rates will vary according to materials used, ambient conditions and the requirements of a specific project.

4) Air entraining concrete admixture - ASTM C260:

- Chemical base: surface active agents
- At the time of delivery, all concrete admixtures must have a minimum remaining shelf life of eight months or more, in accordance with the manufacturer's specifications and recommended storage conditions. The supplier must provide documentation verifying the manufacture date and remaining shelf life of each admixture delivered to ensure compatibility and reliability for the duration of the project
- Density 1.01 kg/l +/- 0.5

APPLICATION INFORMATION

 Recommended dosage: dosage rates will vary according to materials used, ambient conditions and the requirements of a specific project.

5) Superplasticizer concrete admixture - EN 934-2: 2001

- At the time of delivery, all concrete admixtures must have a minimum remaining shelf life of eight months or more, in accordance with the manufacturer's specifications and recommended storage conditions. The supplier must provide documentation verifying the manufacture date and remaining shelf life of each admixture delivered to ensure compatibility and reliability for the duration of the project
- Density 1.06 kg/l +/- 0.5
- o pH-Value 5.8 +/- 0.5

APPLICATION INFORMATION

 Recommended dosage: dosage rates will vary according to materials used, ambient conditions and the requirements of a specific project.

6) Water-reducing high range admixtures - ASTM C494 Type F:

 At the time of delivery, all concrete admixtures must have a minimum remaining shelf life of eight months or more, in accordance with the manufacturer's specifications and

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recommended storage conditions. The supplier must provide documentation verifying the manufacture date and remaining shelf life of each admixture delivered to ensure compatibility and reliability for the duration of the project

- o Density 1.15 kg/l +/- 0.5
- o pH-Value 6 +/- 2

APPLICATION INFORMATION

 Recommended dosage: dosage rates will vary according to materials used, ambient conditions and the requirements of a specific project.

7) Water reducing and retarding admixture for Roller Compacted Concrete (RCC) - ASTM C494 Type D and G:

- At the time of delivery, all concrete admixtures must have a minimum remaining shelf life of eight months or more, in accordance with the manufacturer's specifications and recommended storage conditions. The supplier must provide documentation verifying the manufacture date and remaining shelf life of each admixture delivered to ensure compatibility and reliability for the duration of the project
- Density 1,13 kg/litre +/- 0.5
- o pH-Value 6.5 +/- 1

APPLICATION INFORMATION

 Recommended dosage: dosage rates will vary according to materials used, ambient conditions and the requirements of a specific project.

8) Retarding concrete admixture - ASTM C494 Type D and G:

- At the time of delivery, all concrete admixtures must have a minimum remaining shelf life of eight months or more, in accordance with the manufacturer's specifications and recommended storage conditions. The supplier must provide documentation verifying the manufacture date and remaining shelf life of each admixture delivered to ensure compatibility and reliability for the duration of the project
- Density 1,1 kg/litre +/- 0.5
- pH-Value 8 +/- 2

APPLICATION INFORMATION

 Recommended dosage: dosage rates will vary according to materials used, ambient conditions and the requirements of a specific project.

9) Retarding (Water reducing, retarding) - EN 934-2

- At the time of delivery, all concrete admixtures must have a minimum remaining shelf life of eight months or more, in accordance with the manufacturer's specifications and recommended storage conditions. The supplier must provide documentation verifying the manufacture date and remaining shelf life of each admixture delivered to ensure compatibility and reliability for the duration of the project
- Density 1,2 kg/litre +/- 0.5
- o pH-Value 6 -11

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APPLICATION INFORMATION ○ Recommended dosage: dosage

 Recommended dosage: dosage rates will vary according to materials used, ambient conditions and the requirements of a specific project.

10) Expanding grout admixture

- At the time of delivery, all concrete admixtures must have a minimum remaining shelf life of eight months or more, in accordance with the manufacturer's specifications and recommended storage conditions. The supplier must provide documentation verifying the manufacture date and remaining shelf life of each admixture delivered to ensure compatibility and reliability for the duration of the project
- Density <1,3 kg/litre

APPLICATION INFORMATION

 Recommended dosage: dosage rates will vary according to materials used, ambient conditions and the requirements of a specific project.

11) Concrete cohesion promoter

- At the time of delivery, all concrete admixtures must have a minimum remaining shelf life of eight months or more, in accordance with the manufacturer's specifications and recommended storage conditions. The supplier must provide documentation verifying the manufacture date and remaining shelf life of each admixture delivered to ensure compatibility and reliability for the duration of the project
- Density 1,02 kg/litre +/- 0.5

APPLICATION INFORMATION

 Recommended dosage: dosage rates will vary according to materials used, ambient conditions and the requirements of a specific project.

SERVICES:

Dosing equipment as well as suitable silo storage must 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.

Applicable national or, international standards

ASTM C494 Type G - Water reducing, high range and retarding;

ASTM C494 Type B - Retarding;

ASTM C260 - Air entraining;

EN 934-2 - Water reducing, retarding;

ASTM C494 Type D - Water-reducing and retarding:

ASTM C494 Type F - Water-reducing high range;

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EN 934-2: 2001 - High range water reducing concrete;

ASTM C494Type E - Water-reducing and accelerating;

ASTM C494 Type A - Retarding concrete;

SANS 50934-2;

SANS 50934-1 - ED 2011 Admixtures of concrete, mortar, and grout:

SANS 53263 - Conformity evaluation;

SANS 50934 1-6 - Satisfying concrete's thirst with water-reducing admixtures;

SANS 2001-CC2 - Silica fume;

SANS 2001-CC1:2007 - Ground slag;

ASTM D98 - Calcium chloride;

ASTM C1141 - Admixtures for shotcrete;

ASTM C1017 - Flowing concrete;

ASTM C937 - Grout fluidified;

ASTM C979 - Pigments;

ASTM C86 - Foaming agents;

ASTM C-309 - Curing compound:

SANS 50450 - This covers the definitions, specifications and conformity criteria C governing the use of fly ash in concrete

Samples

Samples for trial mixes

Marking and packaging

Marking Requirements for Admixtures:

- Each container must be clearly identified with the name of the substance or mixture it contains. The identification should be prominently displayed on the container's label in a legible font size
- 2. The company's name or logo should also be clearly indicated on each container. This helps to identify the supplier or manufacturer of the admixtures.
- The Safety Data Sheets (SDS) and technical data sheets should be easily accessible on each container, either by affixing it to the exterior of the container or by placing it inside a protective sleeve attached to the container.
- 4. It is important to ensure that the markings and Safety Data Sheets (SDS) remain intact and legible throughout transportation, storage, and handling to facilitate safe use of the admixtures.

By adhering to these marking requirements, you can ensure that admixtures are properly identified, and that essential safety information is readily available to users.

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Packaging Requirements for Admixtures:

- 5 Litre Plastic Containers: Smaller quantities of admixtures must be packaged in 5-litre plastic containers. Should be wrapped and sealed.
- 2. 200-Litre Drums: For medium-sized quantities,
- 3. 1000L Plastic Containers: For larger quantities, package admixtures in 1000-litre plastic containers, must be easy to handle and transport.
- 4. Bulk Containers: supply admixtures in bulk quantities, which are transported and stored in specialized containers or tanks. These bulk containers must be designed to accommodate large volumes of admixture. They must be equipped with features such as valves or dispensing systems to facilitate for efficient handling and dispensing of the admixture.

NOTE 1: Only non-expired products will be accepted; products not permitted to be older than 4 months.

Overall, the dosing equipment must be fully automated, and the Contractor will be responsible for its installation, maintenance, and removal. The Department will not be required to acquire the dosing equipment at the end of the contract. Additionally, suitable silo storage with spillage control measures must be provided for efficient operation of the batching plants.

Spares

The dosing equipment spares will be readily available within 24 hours to ensure minimal downtime and uninterrupted operation of the batching plants.

CONSTRAINTS ON HOW THE GOODS ARE PROVIDED

Miscellaneous constraints

- 1. Restrictions on the use of hazardous materials: Admixtures must comply with regulations regarding the use of hazardous materials and must not pose risks to the environment.
- Environmental impact: Measures must be taken to limit negative environmental impacts, such as proper disposal of waste materials and requirements for recycling. Building abutment for the silos.
- 3. Safeguarding of goods: The bidder must implement measures to safeguard and protect the goods during transportation.
- 4. Communication systems: The bidder may be required to use specific communication systems, such as internet-based platforms or standard templates for emails.
- 5. Management procedures: Procedures for meetings between the contractor and the employer, reporting requirements, and other management procedures may need to be followed.

	6. If the admixtures are not as per the required specifications in accordance with applicable data sheets and order request, the contractor is to collect the incorrect admixtures and supply & deliver the correct admixtures at their own cost.
	7. Invoicing details: Invoices must include specific details and may need to adhere to a particular format specified by the contracting authority.
Delivery constraints	Specific delivery requirements: Admixtures must be delivered according to specified requirements, such as quantity, quality, and packaging standards.
	2. Place of delivery: The bidder must deliver the admixtures to the designated location, which may be the construction site or a specified storage facility.
	 Delivery time frame: The Bidder must deliver the admixture as per the purchase order placed and within 14 days from receiving the order.
	4. Site safety requirements: Deliveries must comply with site safety regulations to ensure the safety of workers and minimise the risk of accidents or injuries.
	 Means of transportation: The supplier must use appropriate means of transportation to deliver the admixtures safely and efficiently, which may include trucks, vans, or specialized vehicles depending on the quantity and type of admixtures.
Working with others	The contractor needs to liaise with the employer to co-ordinate the access to site.
Targeted procurement procedures	N/A

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