



**MINUTES OF COMPULSORY BRIEFING SESSION MEETING FOR BID:**

**DWS24-0125 WTE**

**SUPPLY AND DELIVER OF CLASS E WEARING COARSE GRAVEL AT MZIMVUBU WATER PROJECT – ACCESS ROAD FOR DWS: CONSTRUCTION EAST NEAR MACLEAR IN THE EASTERN CAPE PROVINCE WITHIN A PERIOD OF 4 MONTHS.**

**AGENDA**

- Opening, welcome and introductions
- Purpose of the bid and contract duration
- Contents of the bid document
- Question and Answers
- Closure

**DEPARTMENT OF WATER AND SANITATION OFFICIALS PRESENT:**

Mr. Zotha Cele	
Ms. Nondumiso Mnguti	Supply Chain Management Representative – SCM Compliance presenter
Ms. Malose Seeletsa	Supply Chain Management Representative

Technical Presentation by: Mr. Zotha Cele  
SCM Presentation by: Ms. Nondumiso Mnguti

Date: 11 March 2025  
Time: 10:00am  
Venue: Microsoft teams meeting.

**1. OPENING, WELCOME AND INTRODUCTIONS**

The Chairperson opened the meeting by welcoming everyone in attendance. He introduced himself and then invited other DWS officials to introduce themselves.

#	ITEM
<b>2.</b>	<b>PURPOSE OF THE BID</b>
	To supply and deliver of class e wearing coarse gravel at Mzimvubu water project – access road for DWS: Construction East near Maclear in the Eastern Cape Province within a period of 4 months.
<b>3</b>	<b>CONTENTS OF THE BID DOCUMENT</b>
	<b>The below part was presented by the SCM representative</b>  Invitation to Bid (SBD 1)  Section 1: Legalities (includes Evaluation Criteria)  Section 2: Tender Data  Section 3: Pricing Schedule

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	Section 4: Sample identification card
<b>4</b>	<b>SCM PRESENTATION</b>
	<p><b>Part A: Invitation to Bid (SBD 1)</b></p> <p>In the invitation to bid, on the top section the bidder will be able to find the bid number, closing date and time, project description, address of where the bid document has to be deposited. The bidding procedure contact details of relevant SCM officials and technical officials for the bid (Office numbers and or Cell Phone numbers).</p> <p>The middle section will contain the supplier information. Bidders should note that when the National Treasury CSD MAAA number is required, it must be provided for the bidding entity. If the bidding company is a joint venture (JV), consortium, or partnership, only the leading partner is required to submit the MAAA number.</p> <p>The bid has to be completed by a person nominated to represent the bidding company, whether as part of a JV or not, must submit a letter appointing them as the authorized signatory for the bid. Proof of this authority must be included with the bid submission (Pls refer to administration evaluation criteria – phase 1).</p>
<b>5</b>	<b>Section 1: Legalities (Summary) - Instructions to Bidders</b>
<b>5.1</b>	<b>Instruction to Bidders – Issuing of documents</b>
	<p>(a) Bidders must satisfy themselves that the document is complete and conform to the index of this document. Should any figures or writing be indistinct, or should any pages be missing from this document or should this document or the drawing(s) contain any obvious errors, the bidders must immediately notify the Department to have any discrepancy rectified or clarified before submitting his bid. Such clarification will be valid only if made by the Department by means of formal amendment as described hereunder prior to the date of submission of bids. The Department may issue amendments to clarify or modify the Bid Documents. A copy of each amendment will be issued to each bidder and shall be acknowledged on the form issued with the amendments. No claim whatsoever will be entertained for faults in the bid price resulting from the above-mentioned discrepancies.</p> <p>(b) No alterations, omissions or additions shall be made to this document, but should it be deemed necessary to do so, the Bidder is at liberty to qualify his bid.</p> <p>(c) All bidders shall be deemed to have waived, renounced and abandoned any conditions printed or written upon any stationery used by them for the purpose of or in connection with the submission of bids which are in conflict with the conditions laid down in this document.</p>
<b>5.2</b>	<b>Instructions to Bidders - Queries with respect to this bid</b>
	<p>Queries of a specific technical nature should be directed to Mr. Zotha Cele <a href="mailto:CeleZ2@dws.gov.za">CeleZ2@dws.gov.za</a>.</p>
<b>5.3</b>	<b>Instructions to Bidders – Completion of bids</b>
	<p>(a) The bid must be signed on the Invitation to Bid form (SBD 1) annexed hereto with all blanks in the bid and the appendix filled in.</p> <p>(b) All spaces in the bid forms and other annexures shall be completed in full.</p>

#	ITEM
	<p>(c) <b>Section 3 in the bid document and the Pricing Schedule must be fully completed and priced by the bidder. Failure to do so will deem your bid invalid.</b></p> <p>(d) The bid documents shall not be separated in any way, nor must any pages be detached from the original documents.</p>
<b>5.4</b>	<b>Instructions to Bidders - Submission of bids</b>
	<p>The bid document shall be completed, signed and submitted as follows:</p> <p>a) The original bid, together with a cover letter and supporting documents, shall be sealed in an envelope endorsed: <b><u>Bid envelope need to be clearly marked as follows:</u></b></p> <ul style="list-style-type: none"> <li>• Tender reference number: <b>DWS24-0125 WTE</b></li> <li>• Title of tender <b>SUPPLY AND DELIVER OF CLASS E WEARING COARSE GRAVEL AT MZIMVUBU WATER PROJECT – ACCESS ROAD FOR DWS: CONSTRUCTION EAST NEAR MACLEAR IN THE EASTERN CAPE PROVINCE WITHIN A PERIOD OF 4 MONTHS..</b> and the name of the Bidder shall be clearly shown.</li> </ul> <p>b) Bids sealed and endorsed as above, may be deposited in the bid box at the Department of Water and Sanitation, 2 Hargreaves Avenue, King William's Town, Eastern Cape Province and not later than 11:00am on the date stipulated on the front cover of this document.</p> <p>c) Bidders are required to submit their documents to the correct addresses at the right date and time. Bidders have options for submitting (hand deliver) as follows:</p> <p>The bid box at Department of Water and Sanitation, 2 Hargreaves Avenue, Old Radio Xhosa Building, King Williams Town, 5600</p> <p>d) Bidders were informed that the initial tender document published on DWS website as well as on National Treasury e-tender portal will be replaced with the correct document. Bidders are requested to go through the uploaded document to ensure they could effectively respond to the bid with all essential attachments included. Furthermore, bidders are directed to produce a duplicate of the original bid document, with all required attachments, for their records in any communication with the department.</p> <ul style="list-style-type: none"> <li>• Bid documents or related documentation may be downloaded from the DWS Departmental website under current tenders: <a href="http://www.dwa.gov.za/Tenders/tendersCurrent.aspx">www.dwa.gov.za/Tenders/tendersCurrent.aspx</a> Or from the National Treasury website <a href="http://www.treasury.gov.za/divisions/ocpo/ostb/CurrentTenders.aspx">http://www.treasury.gov.za/divisions/ocpo/ostb/CurrentTenders.aspx</a></li> </ul> <p><i>It is the bidder's responsibility to ensure that the bid document is submitted to the correct location and by the specified deadline. To avoid any issues, it is recommended that the bid be submitted at least one day before the closing date. Bidders should not submit their bids through colleagues employed by the Department. Any bid that is late but found within the DWS premises will still be considered a late submission if it is not at the correct place, time and date. Bid office officials will not be held responsible for any delays.</i></p>
<b>5.5</b>	<b>Instructions to Bidders - Signature on bids</b>

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	<p>The Bidder will be required to submit a “Letter from the Quarry” confirming the supply arrangement along with the bid document as part of the mandatory requirements. Failure to do so will invalidate the bid.</p> <p>If the bid is submitted by joint venture of more than one person and/or Companies and/or firms it shall be accompanied by the following:</p> <p>(a) The original or a certified copy of the joint venture agreement under which such joint venture was constituted which must define precisely inter alia the conditions under which the joint venture will function, its period of duration and the participation of the several constituent persons and/or companies and/or firms.</p> <p>(b) A certificate signed by or on behalf of each participating person and/or company and/or firm authorizing the person who signed the bid to do so.</p>
<b>5.6</b>	<b>Instructions to Bidders – General conditions of the contract</b>
	<p>5.1 The General Conditions of Contract (National Treasury, 2010), as attached shall be regarded as an integral part of the contract documents.</p> <p>6.2 Notwithstanding the rest of the clauses in GCC stated in 6.1 above, the highlighted conditions that the bidder must take into consideration when submitting their bid are as follows:</p> <p>6.2.1 <b>[Performance Security]</b> Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in 7.1.</p> <p>6.2.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete his obligation under the contract.</p> <p>6.2.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser’s country or abroad, acceptable bank located in the purchaser’s country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>6.2.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier’s performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC below.</p> <p>6.2.5 <b>[Contract amendments]</b> No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> <p>6.2.6 <b>[Assignment]</b> The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser’s prior written consent.</p> <p>6.2.7 <b>[Delays in the supplier’s performance]</b> Delivery of goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed in SCC, except if agreed in writing with the purchaser.</p> <p>6.2.8 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier’s notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier’s time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p>

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	<p>6.2.9 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>6.2.10 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>6.2.11 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>6.2.12 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
<b>5.7</b>	<b>Instruction to Bidders – Special Conditions of the contract (SCC)</b>
	<p>The value of the Performance Security shall be 10% of the Contract Sum.</p> <p>The supplier shall make delivery of the material within 14 days of the purchaser's written request.</p> <p>The daily penalty to be applied for delayed delivery of goods or performance shall be 0.08% of the Contract Sum excluding VAT round up to the nearest R10 for each day of the delay until actual delivery or performance to a maximum of 5% of the Contract Sum. Should the penalties reach this cap, the Employer reserves the right to terminate the contract.</p>
<b>5.8</b>	<b>Instructions to Bidders - Bids to comply with documents</b>
	<p>(a) Where applicable, bidders must allow in their bids for all labour, equipment and everything necessary for the execution and completion of the contract in accordance with the bid document and Service Level Agreement (SLA). No alterations may be made in the Invitation to Bid, Schedule of Quantities or other documents and the bid will be deemed to comply entirely with the terms of the documents.</p>
<b>5.9</b>	<b>Instructions to Bidders - Telegraphic bids</b>
	<p>No bid forwarded by telegram, telex, facsimile, e-mail or similar apparatus will be considered.</p>
<b>5.10</b>	<b>Instructions to Bidders - The departments reserve a right to decline any bid</b>
	<p>The Department does not bind itself to accept the lowest or any bid.</p> <p>The Department shall also conduct a market analysis to ensure prices from bidders are not lower than market related prices. The department shall therefore reserve the right not to appoint bidders who submit bid prices below the market prices.</p>
<b>5.11</b>	<b>Instruction to Bidders – The Department reserves the right to select runners up (Reserver bidder clause)</b>

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	<p><b>This clause allows the Department to appoint the runners-up bidder as the successful bidder if the initial bidder fails to:</b></p> <ul style="list-style-type: none"> <li>(a) Accept the awarding of the contract within 14 days stipulated time; This serves the right for the Department to appoint second ranked bidder if initial bidder fails to accept contract within 14 days of award.</li> <li>(b) Fulfil the contractual obligations</li> <li>(c) As stipulated within this bidding document.</li> <li>(d) Meet the Department's/Project requirements.</li> </ul> <p><b>Failure to meet the following will result in the Department to appoint second ranked bidder:</b></p> <ul style="list-style-type: none"> <li>(i) Services not meeting specified requirements.</li> <li>(ii) Failure to deliver services within Delivery Scheduled Period.</li> <li>(iii) Excuses from bidder from liability of delays caused by unforeseen events, unless proven legitimacy of delay within working 3 days of notification.</li> </ul> <p>]</p> <p>If the selected bidder fails to perform or deliver the goods required by the department, the department reserves the right to select the second runner up, followed by the third runner up.</p> <p>The department reserves the right to only re-advertise the tender if all the top three (3) recommended bidders fail to deliver the good or perform poorly, to an extent that termination is evoked</p>
<b>5.12</b>	<b>Instruction to Bidders – Conditional award clause</b>
	<p>The Department reserves the right to award the contract to the runner-up bidder subject to:</p> <ul style="list-style-type: none"> <li>(a) Successful negotiation of terms and conditions of contract;</li> <li>(b) Fulfilment of specified conditions.</li> </ul>
<b>5.13</b>	<b>Instruction to Bidders – The Department is not liable for the bidder's expenses</b>
	<p>The Department will not be held liable for any expenses incurred in preparing and submitting bids.</p>
<b>5.14</b>	<b>Instructions to Bidders - Payments under the contract</b>
	<p>All payments due to the contractor in terms of the contract will be done by means of Electronic Fund Transfer (EFT).</p>
<b>5.15</b>	<b>Instructions to Bidders – Eligibility criteria</b>
	<p>The offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>(a) The bidder is registered on the Central Supplier Database (CSD) for the South African government (see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a>) unless it is a foreign supplier with no local registered entity;</li> <li>(b) the Tenderer is in good standing with SARS according to the Central Supplier Database;</li> <li>(c) the Tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Security to the format included in <b>Form 1</b> of this procurement document;</li> </ul>

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	<p>(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 as a person prohibited from doing business with the public sector;</p> <p>(e) the Tenderer has not:</p> <p>(i)abused the Employer's Supply Chain Management System; or</p> <p>(ii)failed to perform on any previous contract and has been given a written notice to this effect;</p> <p>(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;</p> <p>(g) the Tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer.</p>												
5.16	<b>Evaluation Criteria</b>												
	<p>The evaluation of bids will be conducted in five (5) phases:</p> <ul style="list-style-type: none"><li>• Phase 1: Mandatory Requirements</li><li>• Phase 2: Financial Capability</li><li>• Phase 3: Technical Evaluation and Specification Compliance</li><li>• Phase 4: Submitting and Testing of Samples</li><li>• Phase 5: Administrative Compliance</li><li>• Phase 6: Preference Points System</li></ul>												
5.16.1	<b>Phase 1: Mandatory Requirements</b>												
	<p>Failure to submit any of the documents listed below will render your bid non-responsive and will be disqualified.</p> <table><tr><th>NO</th><th>Criteria</th><th>Yes</th><th>No</th></tr><tr><td>1.</td><td>Bidders will be required to submit a letter from the quarry confirming supply arrangements (the letter contain 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 quarry) along with the bid document as part of the mandatory requirements.</td><td></td><td></td></tr><tr><td>2</td><td>Letter confirming ownership or licence of the quarry material will be sourced from.</td><td></td><td></td></tr></table>	NO	Criteria	Yes	No	1.	Bidders will be required to submit a letter from the quarry confirming supply arrangements (the letter contain 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 quarry) along with the bid document as part of the mandatory requirements.			2	Letter confirming ownership or licence of the quarry material will be sourced from.		
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5.21.2	<b>Phase 2: Functionality Capability</b>												
	<p>This criterion incorporates two (2) sub-criteria to evaluate the financial capability of the supplier, namely:</p> <ol style="list-style-type: none"><li>1. Best annual turnover; and</li><li>2. Available capital</li></ol> <p>The criteria will be evaluated on submitted financial statements. Refer to the below definition financial statements.</p>												

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	<p><b>Financial Statements:</b> 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.</p> <p>Failure to submit any of the documents listed below <u>will</u> render your bid non-responsive and will be disqualified.</p> <p><b>Table 2A: Best annual turnover.</b></p> <table><tr><th>No</th><th>Criteria</th><th>Yes</th><th>No</th></tr><tr><td>1</td><td>The <b>best annual turnover</b> between the two (2) years immediately preceding the bid:  Submit financial statement as proof.</td><td></td><td></td></tr><tr><td>1.1</td><td>Has a best annual turnover of R10 000 000.00</td><td></td><td></td></tr></table> <p><b>Table 2B: Available Capital</b></p> <table><tr><th>No</th><th>Criteria</th><th>Yes</th><th>No</th></tr><tr><td>2.</td><td><p><b>Available capital</b> immediately preceding the tender application.</p><p>It shall be determined as follows:</p><p>2.1 Submit financial statement as proof.</p><p>This is the amount calculated by adding any financial sponsorships to the sum of the net asset value of a supplier as indicated in the supplier's financial statements, and financial sponsorship:</p><p>(a) Where the sponsor is a registered supplier on CSD and owns 50% or more of the bidder supplier, may constitute up to 100% of the total amount of required available capital;</p><p>(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</p><p>(c) Where the supplier is registered on CSD and the sponsor owns less than 25%, may not exceed 50% of the total amount of the required available capital.</p><p><b>AND / OR</b></p><p>2.2. Proof of financial agreement / Guarantee with an accredited South African Financial Service Provider.</p></td><td></td><td></td></tr><tr><td>2.1</td><td>Minimum required available capital = R4 000 000</td><td></td><td></td></tr></table>	No	Criteria	Yes	No	1	The <b>best annual turnover</b> between the two (2) years immediately preceding the bid:  Submit financial statement as proof.			1.1	Has a best annual turnover of R10 000 000.00			No	Criteria	Yes	No	2.	<p><b>Available capital</b> immediately preceding the tender application.</p> <p>It shall be determined as follows:</p> <p>2.1 Submit financial statement as proof.</p> <p>This is the amount calculated by adding any financial sponsorships to the sum of the net asset value of a supplier as indicated in the supplier's financial statements, and financial sponsorship:</p> <p>(a) Where the sponsor is a registered supplier on CSD and owns 50% or more of the bidder supplier, may constitute up to 100% of the total amount of required available capital;</p> <p>(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</p> <p>(c) Where the supplier is registered on CSD and the sponsor owns less than 25%, may not exceed 50% of the total amount of the required available capital.</p> <p><b>AND / OR</b></p> <p>2.2. Proof of financial agreement / Guarantee with an accredited South African Financial Service Provider.</p>			2.1	Minimum required available capital = R4 000 000		
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5.21.3	Phase 3: Technical Evaluation and Specification Compliance																								



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	<p><b>Technical Evaluation and Specification Compliance</b></p> <p><i>Compliance requirements:</i></p> <ul style="list-style-type: none"><li>• Material to conform to TRH14 standards and COLTO and other relevant test specifications.</li><li>• Gravel - (CLASS E WEARING COARSE) should have a maximum size of crushed material of 53mm before compaction. The maximum size of uncrushed material shall be 63mm.</li><li>• Indicate by marking the relevant column, if you mark on both columns, it will be considered as non-compliance. A bidder who fails to comply with the specification requirements will be disqualified and not considered for further evaluation.</li></ul> <p><b>SUPPLY AND DELIVER OF CLASS E WEARING COARSE GRAVEL AT MZIMVUBU WATER PROJECT – ACCESS ROAD FOR CONSTRUCTION EAST NEAR MACLEAR IN THE EASTERN CAPE PROVINCE WITHIN A PERIOD OF 4 MONTHS</b></p> <p><b>Table 3: Compliance check.</b></p> <table><tr><th rowspan="2">Item Number</th><th rowspan="2">Quantity</th><th rowspan="2">Description</th><th colspan="2">Compliance</th></tr><tr><th>Comply</th><th>Not Comply</th></tr><tr><td>1.</td><td>46 000 tons</td><td>CLASS E WEARING COARSE GRAVEL Material in accordance with TRH14 standards and COLTO and other relevant test specifications.</td><td></td><td></td></tr></table>	Item Number	Quantity	Description	Compliance		Comply	Not Comply	1.	46 000 tons	CLASS E WEARING COARSE GRAVEL Material in accordance with TRH14 standards and COLTO and other relevant test specifications.		
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	<p><b>Phase 4: Submitting and Testing of Samples</b></p> <p>Samples will only be requested from bidder that have passed through phase 3 of evaluation. Failure to comply with all the specifications as listed will render your bid as not to specification and non-responsive.</p> <p>1) 3 x 50kg bags of product (CLASS E WEARING COARSE Gravel) samples must be delivered to site on request as set out under Section 2: Tender Data, Clause 7.</p> <p>2) Test result must be in compliance with Standard Specifications as set out under Section 2: Tender data.</p> <p>3) The Sample Identification Card should be attached to the bag of the sample. <b>One inside the sample There should also be a copy of this card in the sample bag to ensure that if the outside Sample Identification Card gets lost, the sample can still be identified.</b></p> <p><b>Material must meet the specification below:</b></p> <p><b>Strength</b></p>												

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	<ul style="list-style-type: none"><li>CBR at 95% of Mod. AASHTO max. density shall be at least 45%. Swell at 100% of Mod. AASHTO max. density shall not exceed 0,5%.</li></ul> <p><b>Durability</b></p> <ul style="list-style-type: none"><li>Mudrocks shall have a wet 10% FACT Value of at least 90kN</li></ul> <p><b>Shape</b></p> <ul style="list-style-type: none"><li>All alluvial or colluvial material shall be so crushed that at least (50% by mass) of the fraction retained on the 4.75mm sieve has at least one fractured face.</li></ul> <p><b>Atterberg limits</b></p> <ul style="list-style-type: none"><li>LL shall not exceed 30. PI shall not exceed 10, except that for materials other than mudrocks, the PI shall not exceed 12 if less than 30% of the sample passes the 2,00mm sieve. LS shall not exceed 5%. In the case of calcretes, the PI shall not exceed 15, provided that the LS does not exceed 6% and the product of the LS and the percentage passing the 0,425mm sieve does not exceed 320.</li></ul> <p><b>Size</b></p> <ul style="list-style-type: none"><li>The maximum size of crushed material shall be 53mm before compaction. The maximum size of uncrushed material shall be 63mm.</li></ul> <p><b>Grading</b></p> <ul style="list-style-type: none"><li>The percentage (by mass) passing the 2,00mm sieve shall be not less than 20% and not more than 70%. Grading modulus shall be not less than 1,5 and not more than 2,5.</li></ul>																												
5.21.4	<b>Phase 5: Administrative Compliance</b>																												
	<p>Bidders are required to comply with the following listed below:</p> <table><tr><th>No</th><th>Criteria</th><th>Yes</th><th>No</th></tr><tr><td>1.</td><td>Companies must be registered with National Treasury's Central Supplier Database must submit CSD report. Provide MAAA number on SBD1</td><td></td><td></td></tr><tr><td>2.</td><td>Tax compliant with SARS (to be verified through CSD and SARS). Attach Tax Compliance status PIN page</td><td></td><td></td></tr><tr><td>3.</td><td>Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach a copy of CIPC / CIPRO certificate.</td><td></td><td></td></tr><tr><td>4.</td><td>A valid copy of B-BBEE Status Level Verification Certificate or a valid original sworn affidavit (failure to submit, the Bidder will forfeit the relevant points allocated for B-BBEE under specific goals)</td><td></td><td></td></tr><tr><td>5.</td><td>A valid letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and or third parties' insurance registered with Financial Service Board</td><td></td><td></td></tr><tr><td>6.</td><td>Initial and sign Section 2 Tender data (Specification)</td><td></td><td></td></tr></table>	No	Criteria	Yes	No	1.	Companies must be registered with National Treasury's Central Supplier Database must submit CSD report. Provide MAAA number on SBD1			2.	Tax compliant with SARS (to be verified through CSD and SARS). Attach Tax Compliance status PIN page			3.	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach a copy of CIPC / CIPRO certificate.			4.	A valid copy of B-BBEE Status Level Verification Certificate or a valid original sworn affidavit (failure to submit, the Bidder will forfeit the relevant points allocated for B-BBEE under specific goals)			5.	A valid letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and or third parties' insurance registered with Financial Service Board			6.	Initial and sign Section 2 Tender data (Specification)		
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	7.	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.																							
	8.	Complete, sign, and submit SBD 1, SBD 3.2 SBD 4, SBD 6.1, & Form 1																							
6.21.5	Phase 6: Preference Points System																								
	<p>The bid will be awarded in terms of Regulation 4: Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000).</p> <p>Bid proposals will be evaluated based on the <b>80/20</b> preference points where a maximum of 80 points will be awarded in respect of price and a maximum of 20 points will be awarded for goals.</p> <p>Points claimed will be according to a bidder's specific goals claimed as indicated in Table 4 below.</p> <p><b>Table 1: Specific goals for the tender and points claimed:</b></p> <table><tr><th>The specific goals allocated points in terms of this tender</th><th>Number of maximum points allocated (80/20 system)</th><th>Bidder's points claimed for specific goals (to be completed by Bidder)</th></tr><tr><td>Women</td><td>Up to 5</td><td></td></tr><tr><td>People with disability</td><td>Up to 5</td><td></td></tr><tr><td>Youth (35 and below)</td><td>Up to 5</td><td></td></tr><tr><td>Location of enterprise Eastern Cape Province</td><td>Up to 2</td><td></td></tr><tr><td>B-BBEE status level contribution from levels 1 to 2 which are QSE or EME</td><td>Up to 3</td><td></td></tr><tr><td>Total points for SPECIFIC GOALS</td><td>Up to 10</td><td></td></tr></table> <p>For claiming of points for Location of enterprise and BEE points CSD report will be used as well as a valid copy of B-BBEE Status Level Verification Certificate or a valid original affidavit.</p>				The specific goals allocated points in terms of this tender	Number of maximum points allocated (80/20 system)	Bidder's points claimed for specific goals (to be completed by Bidder)	Women	Up to 5		People with disability	Up to 5		Youth (35 and below)	Up to 5		Location of enterprise Eastern Cape Province	Up to 2		B-BBEE status level contribution from levels 1 to 2 which are QSE or EME	Up to 3		Total points for SPECIFIC GOALS	Up to 10	
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5.21.6	Rejection of bid																								
	Bids not complying with the above-mentioned requirements and specifications will be regarded as incomplete and will not be considered.																								
5.21.7	Results of bids																								
	Results of non-acceptance of bids will be sent to individual unsuccessful bidders in due course. Particulars of accepted bids are published in the Government Tender Bulletin.																								

#	ITEM
6	<b>TECHNICAL PRESENTATION</b>
6.1	<b>DELIVERY OF THE PRODUCT</b>  The Quarry will be required to submit a "Letter" confirming the delivery arrangement at the closing time of the bid. Failure to comply with this requirement shall result in the bid being disqualified.
6.2	<b>SERVICE</b>  The service to be rendered is:  SUPPLY AND DELIVER OF CLASS E WEARING COARSE GRAVEL AT MZIMVUBU WATER PROJECT – ACCESS ROAD FOR CONSTRUCTION EAST NEAR MACLEAR IN THE EASTERN CAPE PROVINCE WITHIN A PERIOD OF 4 MONTHS
6.3	<b>SITE</b>  The Department of Water and Sanitation Construction East site is situated on the following GPS Coordinates.  Construction Site:  Department of Water and Sanitation Construction East - Mzimvubu Water Project R396 Road Maclear Eastern Cape Province  Coordinates - 31°07'19"S and 28°41'13"E.
6.4	<b>STANDARDS, SPECIFICATIONS AND DEFINITIONS APPLICABLE</b>  <ul style="list-style-type: none"> <li>Material to conform to TRH14 standards and COLTO and other relevant test specifications.</li> </ul>
	<ul style="list-style-type: none"> <li>The size and range of the gravel, bearing strength and swell shall conform to the requirements and grading as shown in the table below. (FOR MORE INFORMATION REFER TO TRH14 AND RELEVANT TESTS SPECIFICATIONS)</li> </ul>
	<b>General</b>
	<ul style="list-style-type: none"> <li>Blending, washing or by such other methods as the Department may from time to time approve, may be used.</li> </ul>
	<ul style="list-style-type: none"> <li>Where materials are blended, the Bidder shall provide means, to the approval of the Department, of such blending. The blending techniques and proportions used from time to time shall take due account of the moisture in the materials.</li> <li>The methods and durations of mixing of the materials shall all be subject to the approval of the Department prior to commencing and during the execution of the work.</li> </ul>
	<ul style="list-style-type: none"> <li>The Bidder shall perform at his own expense, such test as the Department may approve or subsequently order to develop a satisfactory blending technique and such additional routine tests to ensure that the desired uniformity of quality is maintained.</li> </ul>

#	ITEM
	<ul style="list-style-type: none"> <li>The water used for washing the material shall be free from silt or other suspensions that might impair the washing efficiency or detrimentally affect the material properties</li> </ul>
	<ul style="list-style-type: none"> <li>The quality used for the construction of the structures and the methods of procuring and processing materials shall at all times be subject to the approval of the Department who shall be at liberty to order the Bidder to operate from any of the approved sources of supply. A stockpiled material no longer conforming to the specified requirements or able to yield a uniform product shall be re-processed at the expense of the Bidder and to the satisfaction of the Department.</li> </ul>
	<ul style="list-style-type: none"> <li>The material delivered shall be free from any contamination including but not limited to rubble, vegetation, spillage and steel material. Contaminated material during delivery will not be accepted</li> </ul>
<b>6.5</b>	<p><b>QUARRY SITES AND WORKS</b></p> <p>The responsibility for the selection of a suitable quarry / crusher rests with the Bidder. Any selected quarry / crusher may only be used after the samples submitted from that quarry / crusher is tested and approved by the Department.</p> <p>The decision regarding which offer to accept will be made on the conformation to the relevant specifications and in conjunction with the Preferential Procurement Regulations, 2022. Accordingly, no additional or subsequent claim for any difficulties or expenses incurred in the removal and delivery of any material will be entertained at any stage.</p> <p>The Department have the right to inspect the quarry / crusher of all the Bidders to ensure whether sufficient quantities of material is available and whether the plant of the Bidder is in such condition to complete the contract. The inspection may take place before, during and after the award of the contract.</p> <p>The Quarry from which they are sourcing shall be in possession of and approved Environmental Management Programme Report (EMPR) to conduct all quarry and/or sand extraction processes where applicable. Such report shall be made available on request by the Department.</p>
<b>6.6</b>	<p><b>GRAVEL</b></p> <p>The Bidder shall maintain stockpiles in the designated area that:</p> <ul style="list-style-type: none"> <li>(i) Provide adequate capacity to ensure no interruption to the construction operations</li> <li>(ii) Ensure separate storage areas for different types and sizes of material such that no contamination between sizes occurs</li> <li>(iii) Ensure that there is no inter mixing or contamination by deleterious matter</li> <li>(iv) Ensure that there is no segregation</li> </ul>
<b>6.6.1</b>	<p><b>CLASS E WEARING COARSE GRAVEL</b></p> <p>Material to conform to TRH14 standards and COLTO and other relevant test specifications in the form of their latest editions, the grading course properties according to paragraph 6.1 to 6.9 as well as additional specifications listed in this document.</p>
<b>6.6.2</b>	<p><b>Parent Material</b></p> <p>Natural gravel and boulders which may require crushing, or crushed rock</p>
<b>6.6.3</b>	<p><b>Additional Fines</b></p>

#	ITEM
	May contain approved natural fines not obtained from parent rock.
<b>6.6.4</b>	<b>Strength</b>  CBR at 95% of Mod. AASHTO max. density shall be at least 45%. Swell at 100% of Mod. AASHTO max. density shall not exceed 0.5%.
<b>6.6.5</b>	<b>Durability</b>  Mudrock shall have a wet 10% FACT value of not less than 90 kN,
<b>6.6.6</b>	<b>Shape</b>  All alluvial or colluvial material shall be so crushed that at least (50% by mass) of the fraction retained on the 4.75mm sieve has at least one fractured face.
<b>6.6.7</b>	<b>Atterberg limits</b>  LL shall not exceed 30. PI shall not exceed 10, except that for materials other than mudrocks, the PI shall not exceed 12 if less than 30% of the sample passes the 2,00mm sieve. LS shall not exceed 5%. In the case of calcretes, the PI shall not exceed 15, provided that the LS does not exceed 6% and the product of the LS and the percentage passing the 0,425mm sieve does not exceed 320.
<b>6.6.8</b>	<b>Size</b> The maximum size of crushed material shall be 53mm before compaction. The maximum size of uncrushed material shall be 63mm.
<b>6.6.9</b>	<b>Grading</b>  The percentage (by mass) passing the 2,00mm sieve shall be not less than 20% and not more than 70%. Grading modulus shall be not less than 1,5 and not more than 2,5.
<b>7.</b>	<b>PRODUCT TESTING</b>  The supply of samples of at least 3 x 50kg bags of product ( CLASS E WEARING COARSE Gravel ) material is a condition of the bid.  The samples shall be clearly marked, inside and outside of the bag, with the Bidder's name, bid number, item number and product description (The form is in Section 4, please do make enough copies)  The Sample Identification Card should be attached to the bag of the sample. There should also be a copy of this card be put in the sample bag to insure that if the outside Sample Identification Card gets lost, the sample can still be identified.  <b>NOTE: Samples should be submitted prior to the closing of the bid.</b>  and shall be delivered to:  Construction Site : Attention Mr Z. Cele  Department of Water and Sanitation Construction East - Mzimvubu Water Project R396 Road

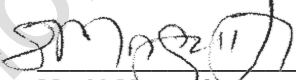
#	ITEM
	<p>Maclear Eastern Cape Province</p> <p>Coordinates - 31°07'19"S and 28°41'13"E.</p> <p>For Technical and site enquiries : Mr. Z. Cele – 060 980 5392 <b>(During office hours)</b></p> <p>It is the responsibility of the bidder to ensure that the identification cards, inside and outside of the bags, are protected against mechanical damage or damage by moisture and that the card stays intact at all times.</p>
8.	<p><b>SCOPE OF CONTRACT</b></p> <p>The Bidder will be required to perform the following service as part of this contract:</p> <ul style="list-style-type: none"> <li>• Supply and delivery of CLASS E WEARING COARSE GRAVEL for DWS-Construction East (Mzimvubu Water Project in the Eastern Cape Province)</li> <li>• All transport and loading costs shall be included in the bid rates.</li> </ul>
9.	<p><b>DELIVERY</b></p> <p>The Department will contact the winning supplier in advance to arrange a date and time on which the services must be rendered on-site.</p> <p>The delivery address is:</p> <p>Construction Site : Department of Water and Sanitation Construction East - Mzimvubu Water Project R396 Road Maclear Eastern Cape Province</p> <p><b>Coordinates - 31°07'19"S and 28°41'13"E.</b></p> <p>Deliveries may be made during the following working hours 7h30 to 16h00 from Monday to Friday but not on the following days or periods:</p> <ol style="list-style-type: none"> <li>Fridays after 14h00 to Mondays 06h30</li> <li>All public holidays</li> <li>The period 11 December to 7 January</li> <li>The last Thursday and Friday of the month</li> </ol> <ul style="list-style-type: none"> <li>• The Bidder shall nominate a contact person with whom the Department will arrange and schedule delivery.</li> <li>• DWS will decline products that do not comply with the specification when it is delivered. All deliveries shall be accompanied by a delivery note illustrating the correct specification of the material. e.g G7 Gravel</li> <li>• Although random tests will be conducted which may decline the delivered material, the ultimate test after passing the random sampling will be CBR.</li> <li>• The declined items will be collected by the supplier/bidder within 48 hours of being declined or after a delivery. The ownership of and risk for the product purchased will pass to the Department at the point of delivery i.e. where a signed acceptance take place.</li> </ul> <p><b>Required Quantity is: 46 000 tons</b></p> <p><b>Minimum stockpile: 20000tons</b> <b>Peak rate per week: 5000 tons</b> <b>Minimum rate per week: 4000 tons</b></p> <p>Deliveries will be required 7 days after the date of an official order.</p>

#	ITEM
	<p>The Bidder will not be entitled to claim any form of compensation for any requirement variations in the total quantities or specific quantities whatsoever.</p> <p>The delivered material will be accepted and regarded as being similar to the approved sample and in accordance with the specification if it fulfils the requirements given in hereunder.</p> <p>Weigh bridge slips will be required for every truck that is being delivered to site.</p> <p>Weigh bridge slips needs to be signed off by a designated Departmental official upon deliveries.</p> <p><b>No payments can be processed without weigh bridge slips.</b></p>
10.	<p><b>TECHNICAL SUPPORT</b></p> <p><b>Should any problem be reported to the supplier concerning the services, the following response times are expected:</b></p> <ul style="list-style-type: none"> <li>• Within 24 hours a representative of the supplier should be on site to resolve the problem.</li> <li>• Within 24 hours there should be a solution to the problem or if not possible, replacement products should be on site within 48 hours at the supplier's expense.</li> </ul> <p><b>ANY DEFECTIVE PRODUCT WILL BE REPLACED AT THE SUPPLIER'S EXPENSE.</b></p>
11.	<p><b>QUANTITIES</b></p> <p><b>The total quantity as per SBD 3.1</b></p> <ul style="list-style-type: none"> <li>• The contract period will be within 4 months. The attached schedule provides a unit price only. However, the requirements can be as per the demand specified in the orders.</li> <li>• The Bidder will not be entitled to claim any form of compensation for any requirement variations in the total quantities or specific quantities whatsoever.</li> <li>• The delivered material will be accepted and regarded as being in accordance with the specification if it fulfils the requirements given in hereunder.</li> <li>• <b>NOTE: THE DEPARTMENT RESERVES THE RIGHT TO CHANGE THE QUANTITY / QUANTITIES TO BE ORDERED FROM THE SUCCESSFUL BIDDER</b></li> </ul>
12.	<p><b>PROGRAMME OF WORKS</b></p> <ul style="list-style-type: none"> <li>• Supply shall commence within 7 days after receipt of the official DWS order and as per notification by the end-user.</li> </ul>
13.	<p><b>TRANSPORTATION</b></p> <ul style="list-style-type: none"> <li>• All transport costs to be included on the SBD 3.1 (Pricing Schedule)</li> </ul>
14.	<p><b>PAYMENT</b></p> <ul style="list-style-type: none"> <li>• Payment will be made per ton of CLASS E WEARING COARSE gravel supplied and delivered to the site.</li> <li>• The Department reserves the right to check the quantities delivered at any time.</li> <li>• Payment will be made monthly on receipt of specified tax invoices.</li> <li>• Payment will not be made for consignment unless supported by delivery notes and weight-bridge slips duly signed by the official checking the material.</li> <li>• Payment will be done within 30 days of receipt and approval of the original invoice by depositing the payment directly into the bank account of the successful bidder.</li> <li>• No cash or cheque payment will be made. No upfront payment is to be made.</li> <li>• No Payment for standing time will be made.</li> </ul>



#	ITEM
	<ul style="list-style-type: none"> <li>Bidders shall provide in their bid for all labour, plant, material, implements and vehicles necessary for the execution of the contract and all operating and maintenance costs in accordance with the bid documents.</li> </ul>
15.	<b>DELIVERY PERIOD AND BID PRICE</b> <ul style="list-style-type: none"> <li>All-inclusive bid prices are required, meaning delivery and any other cost mentioned in the specification for the Bidders account must be included in the unit price.</li> <li>No price adjustments will be allowed as this is a firm price as per SBD3.1</li> </ul>
16.	<b>PENALTIES AND DELAY DAMAGES</b> <p>The penalties referred to in clause 22 of the National Treasury General Conditions of Contract state if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the price as a penalty, a sum services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider the termination of the contract pursuant to GCC clause 23.</p>
17.	<b>ACCEPTANCE CRITERIA FOR DELIVERED MATERIAL</b> <p>The delivered material will be accepted and regarded as being like the specification if it fulfils the requirements given in Clause 6.1 to 6.9.</p>
18.	<b>SAFETY AND ENVIRONMENTAL</b> <ul style="list-style-type: none"> <li>Bidders are required to adhere to the department's Safety and Environmental policies.</li> </ul>

  
**Mr Zotha Cele**  
 Technical Presenter

  
**Ms N Mnguti**  
 SCM Presenter and Secretariat