



DEPARTMENT OF WATER AND SANITATION

DWS21-0226 WTE

SUPPLY AND DELIVERY OF MILD STEEL AND HIGH YIELD STEEL REINFORCING FOR CONSTRUCTION EAST TO MZIMVUBU WATER PROJECT IN THE EASTERN CAPE PROVINCE FOR A PERIOD OF 36 MONTHS

Based on NTGCC - The National Treasury, Republic of South Africa, Government Procurement: General Conditions of Contract, July 2010.

Issued by:

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

Prepared by: CONSTRUCTION EAST

Department of Water and Sanitation

Initial _____



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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 and delivery of mild steel and high yield steel reinforcing for construction east to Mzimvubu in the Eastern Cape Province for a period of 36 months, relating to any or all of the following:

- 1) Supply and delivery of mild steel reinforcement
- 2) Supply and delivery of high yield steel reinforcement

This contract will be based on NTGCC - The National Treasury, Republic of South Africa, Government Procurement: General Conditions of Contract, July 2010.

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@dws.gov.za and malubanet@dws.gov.za

Compulsory site clarification meeting with representatives of the Employer will take place at Department of Water and Sanitation, Construction East office, Ntabelanga Dam Office Building, Sixhotyeni Tribal Hall, Ntywenka Village, Eastern Cape Province, (GPS co-ordinates 31° 9' 38.88" S 28° 33' 0.76" E – see Submission Data for further particulars) on 17/02/2026 starting at 09:30 hrs.

The closing time for receipt of tenders is 11:00 hrs on 17/03/2026. Telegraphic, telephonic, telex, facsimile, e-mail 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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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 Chief Directorate Construction Management Construction East
4.2	Supply and delivery of mild steel and high yield steel reinforcing for construction east to Mzimvubu water project in the Eastern Cape province for a period of 36 months accordance with SANS 920 specification.
4.4	The employer's agent email address is: MalubaneT@dws.gov.za or MoshodiM@dws.gov.za
4.4	The language for communications is English .
5	TENDERER'S OBLIGATIONS
5.1.1	<p><u>Only those tenderers who satisfy the eligibility evaluation criteria and who provided the required evidence in their tender submissions and is also complying with the following requirements are eligible to have their tenders evaluated:</u></p> <ul style="list-style-type: none"> a) the Respondent is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/). b) the Respondent has completed the Compulsory Declaration and there are no legal reasons for not permitting the respondent from contracting with the Employer; c) the Respondent, is tax compliant or provides written proof from SARS that the respondent has made arrangements to meet outstanding tax obligations;

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Clause number	TENDER DATA
	<p>d) the Respondent can provide financial statements complying with applicable legislation for the preceding financial year within 12 months of the year end.</p> <p>NB: The Tenderer needs to satisfy the requirement of clause 6.8 and 6.11.</p> <p><u>An Entity is not eligible to submit a bid if:</u></p> <p>a) the Tenderer does not comply with the legal requirements of the Department's Procurement.</p> <p>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;</p> <p>c) the Tenderer does not have the legal capacity to enter into the contract;</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>g) the Respondent and any of its directors/shareholders are 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;</p> <p>h) the Tenderer has failed to perform on any previous contract and has been given a written notice to this effect;</p> <p>i) 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;</p> <p>j) the bid-offer is not signed by a person authorized to sign on behalf of the Tenderer;</p> <p>k) 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>
5.5	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.
5.7	<p>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).</p> <p>DIRECTIONS: The dam site is situated approximately 20 km from Tsolo town toward Maclear road, turn off on 17 km gravel road toward the dam. The gravel site access roads are regularly maintained but can get challenging under abnormal rainfall conditions.</p> <p>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.</p> <p>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.</p>
5.10	Tenderers are required to state the rates and currencies in South African Rand (ZAR).

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Clause number	TENDER DATA
5.12	No alternative offer will be accepted.
5.13.1	Parts of each tender offer communicated on paper shall be submitted as an original, plus one (1) softcopy. 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 L, e.g., a company resolution. Complete and sign Annexure L
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: DWS21-0226 WTE Title of Tender: SUPPLY AND DELIVERY OF MILD STEEL AND HIGH YIELD STEEL REINFORCING FOR CONSTRUCTION EAST TO MZIMVUBU WATER PROJECT IN THE EASTERN CAPE PROVINCE FOR A PERIOD OF 36 MONTHS 2) DETAILS AND ADDRESS FOR DELIVERY OF TENDER OFFERS: Location of tender box THE BID BOX AT THE ENTRANCE: Physical address: DEPARTMENT OF WATER AND SANITATION 2 HARGREAVES AVENUE KING WILLIAMS TOWN, 5600 EASTERN CAPE PROVINCE
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 does 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 seven (7) working days before the tender closing time.
6.2	The employer shall issue addenda until four (4) working days before tender closing time.

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Clause number	TENDER DATA
6.4	Tenders will be opened immediately after the closing time for tenders at 11:00 hrs
6.8	<p>Determine, after opening and before detailed evaluation, whether each tender offer that was properly received</p> <ol style="list-style-type: none"> 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. <p>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</p> <ol style="list-style-type: none"> 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. <p>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.</p>
6.9	<p>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.</p> <p>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</p> <ol style="list-style-type: none"> 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 <ol style="list-style-type: none"> 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. <p>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.</p> <p>Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <ol style="list-style-type: none"> 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. <p>Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of errors in the required manner.</p>
6.11	<p>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 (PPFA, 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.</p> <p>Bids received will be evaluated on the five (4) phases namely:</p> <ol style="list-style-type: none"> (1) Phase 1: Mandatory Requirements (2) Phase 2: Price and Preference (3) Phase 3: Technical Evaluation and Specification Compliance (4) Phase 4: Administrative Compliance
6.11	<p>1) PHASE 1: MANDATORY REQUIREMENTS:</p> <p>Failure to submit any of the documents listed below will render your bid non-responsive and the bid will be disqualified.</p> <p>Table 1A:</p>

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Clause number	TENDER DATA																																	
	No	Criteria	Yes	No																														
	1.	Certificate of attendance at the compulsory site briefing session and signed the attendance register. (Annexure A)																																
	2.	Proof of credit account (letter from the supplier) Or cash account (bank statement of cash account which is less than six month old at the close of the bid) or OR letter of intent (financial arrangement) in the name of the bidding company from an accredited financial institution to the value of 10% of the quoted bid value must be submitted if the bidding company is not the actual quarry. (Annexure B) OR the bidder has a best annual turnover from the two financial years immediately preceding the bid closing date which is not less than 10% of the quoted bid value (as per the financial statements submitted)																																
	3.	A letter from the manufacturer/supplier confirming supply arrangements (the letter should be on the letterhead 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/supplier). In the event of the bidder not being the actual manufacturer and will be sourcing the product from another company, it is required that a letter from that company (manufacturer) confirming supply arrangements accompany your bid at the closing date and time. The said company (manufacturer) must confirm that it has familiarised itself with the item descriptions, specifications and bid conditions and if the bid consists of more than one item, it should be clearly indicated in respect of which item(s) the supportive letter has been issued. In the case where the bidder is the actual manufacturer a letter stating this fact should accompany the bid and should not be older than 12 months. (Annexure C)																																
6.11	2) PHASE 2: PRICE AND PREFERENCE As explained in 6.11.4, 6.11.7 & 6.11.8.																																	
6.11	3) PHASE 3: TECHNICAL EVALUATION AND SPECIFICATION COMPLIANCE Compliance requirements: <ul style="list-style-type: none"> • Reinforcing shall comply with the latest issue of SABS 920 and SABS 1024. • 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. Table 2 <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Item No.</th> <th style="text-align: center;">Quantity</th> <th style="text-align: center;">Description</th> <th style="text-align: center;">Comply</th> <th style="text-align: center;">Not Comply</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td style="text-align: center;">15 tons</td> <td>Supply and delivery of 13 m straight bars of R8 mm hot rolled mild steel reinforcing (yield stress of 250 MPa)</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">2.</td> <td style="text-align: center;">25 tons</td> <td>Supply and delivery of 13 m straight bars of R10 mm hot rolled mild steel reinforcing (yield stress of 250 MPa)</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">3.</td> <td style="text-align: center;">500 tons</td> <td>Supply and delivery of 13 m of 12 mm hot rolled reinforcing high yield stress deformed bars (yield stress of 450MPa)</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">4.</td> <td style="text-align: center;">700 tons</td> <td>Supply and delivery of 13 m of 16 mm hot rolled reinforcing high yield stress deformed bars (yield stress of 450MPa)</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">5.</td> <td style="text-align: center;">400 tons</td> <td>Supply and delivery of 13 m of 20 mm hot rolled reinforcing high yield stress deformed bars (yield stress of 450MPa)</td> <td></td> <td></td> </tr> </tbody> </table>				Item No.	Quantity	Description	Comply	Not Comply	1.	15 tons	Supply and delivery of 13 m straight bars of R8 mm hot rolled mild steel reinforcing (yield stress of 250 MPa)			2.	25 tons	Supply and delivery of 13 m straight bars of R10 mm hot rolled mild steel reinforcing (yield stress of 250 MPa)			3.	500 tons	Supply and delivery of 13 m of 12 mm hot rolled reinforcing high yield stress deformed bars (yield stress of 450MPa)			4.	700 tons	Supply and delivery of 13 m of 16 mm hot rolled reinforcing high yield stress deformed bars (yield stress of 450MPa)			5.	400 tons	Supply and delivery of 13 m of 20 mm hot rolled reinforcing high yield stress deformed bars (yield stress of 450MPa)		
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Clause number	TENDER DATA			
	6.	400 tons	Supply and delivery of 13 m of 25 mm hot rolled reinforcing high yield stress deformed bars (yield stress of 450MPa)	
	7.	700 tons	Supply and delivery of 13 m of 32 mm hot rolled reinforcing high yield stress deformed bars (yield stress of 450MPa)	
	8.	300 tons	Supply and delivery of 13 m of 40 mm hot rolled reinforcing high yield stress deformed bars (yield stress of 450MPa)	
	9.	400 sheets	Supply and delivery of welded mesh fabric reference 888 in accordance with the latest issue SANS 1024.	
	10.	100 sheets	Supply and delivery of welded mesh fabric reference 746 in accordance with the latest issue SANS 1024.	
	11.	400 sheets	Supply and delivery of welded mesh fabric reference 617 in accordance with the latest issue SANS 1024.	
	12.	100 sheets	Supply and delivery of welded mesh fabric reference 500 in accordance with the latest issue SANS 1024.	
	13.	400 sheets	Supply and delivery of welded mesh fabric reference 395 in accordance with the latest issue SANS 1024.	
	14.	100 sheets	Supply and delivery of welded mesh fabric reference 311 in accordance with the latest issue SANS 1024.	
	15.	100 sheets	Supply and delivery of welded mesh fabric reference 245 in accordance with the latest issue SANS 1024.	
	16.	100 sheets	Supply and delivery of welded mesh fabric reference 193 in accordance with the latest issue SANS 1024.	
	17.	200 rolls	Supply and delivery of binding wire in 50 kg rolls black annealed wire 1.6 mm.	

6.11 **4) PHASE 4: ADMINISTRATIVE COMPLIANCE**

Tenderers are required to comply with the following listed below:

No	Criteria	Yes
1	Companies must be registered with the National Treasury's Central Supplier Database and must submit a CSD report (Annexure N).	
2	Tax compliant with SARS. Attach a copy of valid Tax Compliance Status pin page (to be confirmed through SARS) - (Annexure M).	
3	Proof of active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach copy of Tenderer's CIPC / CIPRO certificate (Annexure I).	
4	Proof of active registration and in good standing with the compensation fund or with a licensed compensation insurer. A valid letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act	

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Clause number	TENDER DATA	
		No 130 of 1993 and or third parties' insurance registered with Financial Service Board (COID) to be submit (Annexure P).
5		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 L).
6		The stipulated minimum threshold percentage 100% for local production and content for steel products and components as stipulated by the Department of Trade and Industry (DTI) is applicable. Please make yourself aware of the stipulated minimum threshold percentage of the specific item(s) as per the specifications. Annexures C, D, E from the Department of Trade and Industry (DTI) website (www.thedti.gov.za) needs to be completed and submitted with the bid
7		Complete, sign, submit SBD1, SBD3.2, SBD4, SBD6.1 and Local Production and Content Declaration – Summary Schedule.
8		Complete, sign, submit compulsory declaration (Annexure F), preference schedule (Annexure G) & B-BBEE (Annexure H).
9		Complete, sign, submit, Annexure A, B, C, D, E, F, G, L, M, N, O, P, Q & R
10		Failure to Initial the entire tender document, will render your bid non-responsive and disqualified.
6.11.4	<p>The procedure for the evaluation of responsive tenders is Method 3.</p> <p>{{(Financial offer – SBD 3.2 and (Preference – Annexure G))}</p> <p>The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula.</p> $T_{EV} = N_{FO} + N_P$ <p>Where:</p> <p>N_{FO} 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:</p> $N_{FO} = W_1 \times A$ <p>Where:</p> $A = \left(1 - \left(\frac{P - P_m}{P_m} \right) \right)$ <p>and W_1 equals 90</p> <p>N_P is the number of tender evaluation points awarded for preferences claimed in accordance with 6.11.8 (the Preferencing Schedule).</p> <p>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.</p>	
6.11.7	<p><u>Price Score:</u></p> <p>Score for financial offers using the following formula:</p>	

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Clause number	TENDER DATA														
	<p>$N_{FO} = W_1 \times A$</p> <p>Where:</p> <p>N_{FO} → is the number of tender evaluation points awarded for the financial offer;</p> <p>$A = \left(1 - \left(\frac{P - P_m}{P_m}\right)\right)$ (As per Preferential Procurement Regulations, 2022)</p> <p>P is the comparative offer of the tender offer under consideration;</p> <p>P_m is the comparative offer of the most favourable comparative offer; and</p> <p>W_1 equals 90 where the financial value inclusive of VAT are above R 50 000 000,00.</p>														
6.11.8	<p>Preference Score:</p> <p>Preferential Procurement Regulations, 2022, will be used to evaluate this proposal as per the applicable threshold value.</p> <p>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.</p> <p>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.</p> <p>Points claimed will be according to a Tenderer's specific goals as indicated in Table 1 below:</p> <p>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.</p> <p>Table 1: Specific goals for the tender and points claimed</p> <table border="1" data-bbox="169 1120 1289 1462"> <thead> <tr> <th data-bbox="169 1120 1003 1205">The specific goals allocated points in terms of this tender</th> <th data-bbox="1003 1120 1289 1205">Number of points allocated (90/10 system)</th> </tr> </thead> <tbody> <tr> <td data-bbox="169 1205 1003 1247">Women Ownership</td> <td data-bbox="1003 1205 1289 1247">2</td> </tr> <tr> <td data-bbox="169 1247 1003 1290">Disability Ownership</td> <td data-bbox="1003 1247 1289 1290">2</td> </tr> <tr> <td data-bbox="169 1290 1003 1332">Youth Ownership</td> <td data-bbox="1003 1290 1289 1332">2</td> </tr> <tr> <td data-bbox="169 1332 1003 1375">Location of enterprise (local equals province) – Eastern Cape province</td> <td data-bbox="1003 1332 1289 1375">1</td> </tr> <tr> <td data-bbox="169 1375 1003 1417">B-BBEE status level contribution from level 1 to 2 which are QSE or EME</td> <td data-bbox="1003 1375 1289 1417">3</td> </tr> <tr> <td data-bbox="169 1417 1003 1462">TOTAL SCORED POINTS</td> <td data-bbox="1003 1417 1289 1462">10</td> </tr> </tbody> </table> <p>“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 <i>Government Gazette</i> No. 16085 date 23 November 1994.</p> <p>“Ownership” means the percentage ownership and control, exercised by individuals within an enterprise.</p> <p>“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.</p> <ol style="list-style-type: none"> 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; 	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) – Eastern Cape province	1	B-BBEE status level contribution from level 1 to 2 which are QSE or EME	3	TOTAL SCORED POINTS	10
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Initial _____

Clause number	TENDER DATA										
	<p>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;</p> <p>iv. A person who requires an artificial limb; or</p> <p>v. A person who suffers from a mental illness (in terms of the Mental Health Act, 1973 (Act no. 18 of 1973).</p> <p>"Youth" means, in respect of a person younger than 35 years of age.</p> <p>"Location of enterprise" Local equals province. Where a project cuts across more than one province, the Tenderer may be located in any of the relevant provinces to obtain the points.</p> <p>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 shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, this Tenderer will obtain 60% of the points allowable for this goal.</p> <p>Documents/ information listed on the below Table 2 must be submitted to support and verify points claimed as per Table 1 above.</p> <p>Table 2: Documents required for verification of Tenderer claimed points</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Specific Goal</th> <th style="text-align: center;">Requires Proof Documents</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Women Ownership</td> <td rowspan="3" style="text-align: center;">Complete Percentage Ownership Affidavit (Annexure G)</td> </tr> <tr> <td style="text-align: center;">Disability Ownership</td> </tr> <tr> <td style="text-align: center;">Youth Ownership</td> </tr> <tr> <td style="text-align: center;">Location of enterprise</td> <td style="text-align: center;">Complete Location of Enterprise Affidavit (Annexure G) and proof of such premises</td> </tr> <tr> <td style="text-align: center;">B-BBEE status level contribution from level 1 to 2 which are QSE or EME</td> <td style="text-align: center;">B-BBEE verification certificate issued by a verification agency accredited by South African National Accreditation Agency (SANAS) or in the case of an EME or a QSE, if permitted in terms of the relevant code, a duly completed sworn affidavit on the relevant and appropriate form.</td> </tr> </tbody> </table> <p>Failure on the part of a Tenderer to submit proof of documentation required in terms of this tender to claim for specific goals with the bid, will be interpreted to mean that preference points for specific goals are not claimed and will not be allocated.</p>	Specific Goal	Requires Proof Documents	Women Ownership	Complete Percentage Ownership Affidavit (Annexure G)	Disability Ownership	Youth Ownership	Location of enterprise	Complete Location of Enterprise Affidavit (Annexure G) and proof of such premises	B-BBEE status level contribution from level 1 to 2 which are QSE or EME	B-BBEE verification certificate issued by a verification agency accredited by South African National Accreditation Agency (SANAS) or in the case of an EME or a QSE, if permitted in terms of the relevant code, a duly completed sworn affidavit on the relevant and appropriate form.
Specific Goal	Requires Proof Documents										
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6.13	<p>Tender offers will only be accepted if:</p> <p>a) the Tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/);</p> <p>b) the Tenderer, is tax compliant or provides written proof from SARS that the tenderer has made arrangements to meet outstanding tax obligations;</p> <p>c) the financial offer is market-related and/or represents value for money;</p> <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 the National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za) as a person prohibited from doing business with the public sector;</p> <p>e) the Tenderer has not:</p> <p style="margin-left: 20px;">i. abused the Employer's Supply Chain Management System; or</p> <p style="margin-left: 20px;">ii. failed to perform on any previous contract and has been given a written notice to this effect; &</p>										

Initial _____

Clause number	TENDER DATA
	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	<p>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</p> <ul style="list-style-type: none"> 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. <p>Complete the schedule of deviations attached to the form of offer and acceptance, if any.</p>
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 _____



DEPARTMENT OF WATER AND SANITATION

DWS21-0226 WTE

SUPPLY AND DELIVERY OF MILD STEEL AND HIGH YIELD STEEL REINFORCING FOR CONSTRUCTION EAST TO MZIMVUBU WATER PROJECT IN THE EASTERN CAPE PROVINCE FOR A PERIOD OF 36 MONTHS

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	Completed (Tick)
SBD 1	SBD 1: Invitation to Bid	
Annexure A	Certificate of Attendance at Compulsory Clarification Meeting (Site briefing)	
Annexure B	Proof of credit account or cash account or letter of intent or financial arrangement in the name of the bidding company from an accredited financial institution to the value of 10% of the quoted bid value must be submitted if the bidding company is not the actual quarry.	
Annexure C	A letter from the manufacturer/supplier confirming supply arrangements	
Annexure D	Record of Addenda to Tender Documents	
Annexure E	Proposed Amendments and Qualifications	
SBD 4	SBD 4: Declaration of Interest	

Initial _____

RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES THAT WILL BE INCORPORATED INTO THE CONTRACT		
Doc. Ref. Nr.	Document / Schedule	Completed (Tick)
Annexure F	Compulsory Declaration	
SBD 6.1	SBD 6.1: Preference Points Claim Form: General Conditions and Definitions	
Annexure G	Preferencing Schedule	
Local Content	Local Production and Content	
Annexure H	B – BBEE Status Verification Certificate	
Annexure I	Company Intellectual Property Commission Certificate	
Annexure J	Municipal Declaration	
Annexure K	Annual Financial Statements Declaration	
Annexure L	Authority of Signatory	
Annexure M	Tax Compliance Status	
Annexure N	Registration on National Treasury Central Supplier Database	
Annexure O	Schedule of Proposed Sub-contractor	
Annexure P	Proof of Good Standing with Compensation Commissioner	
Annexure Q	Form of Offer and Acceptance (Part C1.1)	
Annexure R	Contract Data (Part C1.2)	
SBD 3.2	SBD 3.2: Bill of Quantities – Firm Price (Priced and extended Provisional Bill of Quantities - Part C2.2)	

Initial _____



DEPARTMENT OF WATER AND SANITATION

DWS21-0226 WTE

SUPPLY AND DELIVERY OF MILD STEEL AND HIGH YIELD STEEL REINFORCING FOR CONSTRUCTION EAST TO MZIMVUBU WATER PROJECT IN THE EASTERN CAPE PROVINCE FOR A PERIOD OF 36 MONTHS

T2.2 RETURNABLE DOCUMENTS AND SCHEDULES

Initial _____



SBD 1
PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DWS21-0226 WTE	CLOSING DATE:	17 MARCH 2026	CLOSING TIME:	11:00am
DESCRIPTION	SUPPLY AND DELIVERY OF MILD STEEL AND HIGH YIELD STEEL REINFORCING FOR CONSTRUCTION EAST TO MZIMVUBU WATER PROJECT IN THE EASTERN CAPE PROVINCE FOR A PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
THE BID BOX AT THE ENTRANCE					
DEPARTMENT OF WATER AND SANITATION					
2 HARGREAVES AVENUE					
KING WILLIAMS TOWN, 5600					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Department of Water & Sanitation: Bid Enquiries Office		CONTACT PERSON	Thapelo Malubane	
TELEPHONE NUMBER	012 336 6562 / 7596 / 8151		TELEPHONE NUMBER	060 980 5852	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	bidenquirieswte@dws.gov.za		E-MAIL ADDRESS	MalubaneT@dws.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

Initial _____



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."

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

SIGNATURE OF BIDDER:

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

DATE:

Initial _____

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: .. Signature:

Capacity: Date and Time:

Initial _____

ANNEXURE B



**PROOF OF CREDIT ACCOUNT OR CASH ACCOUNT OR LETTER
OF INTENT OR FINANCIAL ARRANGEMENT FROM AN
ACCREDITED FINANCIAL INSTITUTION TO THE VALUE OF 10%
OF THE QUOTED BID VALUE**

CONTRACTOR'S FINANCIAL ARRANGEMENTS

Attached to this page proof of credit account or cash account or letter of intent or financial arrangement from an accredited financial institution to the value of 10% of the quoted bid value.

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

DATE:

Initial _____

ANNEXURE C



LETTER FROM MANUFACTURER

CONTRACTOR'S LETTER FROM MANUFACTURER

Attached to this page: A letter from the manufacturer/supplier confirming supply arrangements (the letter should be on the letterhead 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/supplier).

In the event of the bidder not being the actual manufacturer and will be sourcing the product from another company, it is required that a letter from that company (manufacturer) confirming supply arrangements accompany your bid at the closing date and time. The said company (manufacturer) must confirm that it has familiarised itself with the item descriptions, specifications and bid conditions and if the bid consists of more than one item, it should be clearly indicated in respect of which item(s) the supportive letter has been issued. In the case where the bidder is the actual manufacturer a letter stating this fact should accompany the bid and should not be older than 12 months.

Attached hereto this page is my / our proof of letter from manufacturer/supplier.

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

DATE:

Initial _____

ANNEXURE D



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 additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

Initial _____

ANNEXURE E



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

Initial _____



SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the Bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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.

Initial _____



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 DECLARATION

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

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

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

Initial _____



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

Initial _____

ANNEXURE F



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:	<i>State Not Registered if not registered for VAT</i>
The tender is a foreign supplier (tick appropriate boxes)	The tenderer: <input type="checkbox"/> is not a resident of the Republic of South Africa; and <input type="checkbox"/> does not have a branch in South Africa, a permanent establishment in South Africa or any source of income from South Africa.

Section 4: CIDB registration number *(if applicable)*

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

Initial _____

ANNEXURE F



If so, furnish particulars:

.....

.....

3 Does the tendering entity 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 tendering for this contract?

tick appropriate box yes no

If yes, furnish particulars:

.....

.....

.....

Section 8: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|--|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |

Initial _____

ANNEXURE F



an official of any municipality or municipal entity

If any of the above boxes are marked, disclose the following:

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service <i>(tick appropriate column)</i>	
		Current	Within last 12 months

*insert separate page if necessary

Section 9: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

a member of any municipal council

a member of any provincial legislature

a member of the National Assembly or the National Council of Province

a member of the board of directors of any municipal entity

an official of any municipality or municipal entity

an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)

a member of an accounting authority of any national or provincial public entity

an employee of Parliament or a provincial legislature

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service <i>(tick appropriate column)</i>	
		Current	Within last 12 months

*insert separate page if necessary

Section 10: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

Yes No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary):

.....

Initial _____

ANNEXURE F



.....
.....

Section 10: Declaration

I the undersigned, (name) who warrants that I am duly authorised to do so on behalf of 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 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 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.
- 8) I confirm that
 - i) neither the name of the tendering entity or any of its principals appears on:
 - 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)

Initial _____



ANNEXURE F

- 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.

Signed	_____	Date	_____
Name	_____	Position	_____
<i>Tenderer</i>	_____		_____

Initial _____



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 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, in any manner required by the organ of state.

Initial _____



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:

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

Initial _____



SBD 6.1

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:

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

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—
- 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
 - 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.

Initial _____

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): EASTERN 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

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

[TICK 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:

- i) The information furnished is true and correct;

Initial _____

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:

Initial _____

ANNEXURE G



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 EASTERN 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	Completed Percentage Ownership Affidavit (Annexure 1)
Ownership by people with disabilities	
Ownership by youth	
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: <ul style="list-style-type: none"> o www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-QSE-Gen.pdf o www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-EME-Gen.pdf

Initial _____

ANNEXURE G



○ 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		Preference claimed (tick relevant block)
		90/10 preference points system	80/20 preference points system	
Ownership	by women	Up to 2	Up to 5	
	by people with disabilities	Up to 2	Up to 5	
	by youth	Up to 2	Up to 5	
Location of enterprise	EASTERN 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: Date:

Name of witness: Signature of witness:

Note: Failure to complete the declaration will lead to the rejection of a claim for a preference.

Initial _____

ANNEXURE G



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

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**

Initial _____

ANNEXURE G



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 EASTERN CAPE 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**

Initial _____

LOCAL PRODUCTION AND CONTENT



LOCAL CONTENT AND PRODUCTION DECLARATION – SUMMARY SCHEDULE

CONTRACTOR'S LOCAL CONTENT AND PRODUCTION DECLARATION – SUMMARY SCHEDULE

Attached to this page: the local content and production declaration, summary schedule “Annexure C” from the Department of Trade and Industry (DTI) for cement products.

Attached hereto this page is my / our declaration for local content and production.

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

DATE:

Initial _____

ANNEXURE H



B – BEE 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-BBEE 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/gazettes/Affidavit_EME.pdf)

2.2 Enterprises other than micro exempted enterprises

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/gazettes/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 are to the best of my belief both true and correct

Initial _____

ANNEXURE H



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 Tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature:

Name:

Duly authorised to sign on behalf of :

Telephone:

Fax: Date:

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

NOTE: ATTACHED TOGETHER WITH PREFERENCING SCHEDULE THE FOLLOWING:

Attached B-BBEE Status level in original or certified copy of B-BBEE certificate issued in accordance with the revised Notice of Clarification published in the Notice 44 of 2015 published in Government Gazette 38799 on 15 May 2015 by the Department of Trade and Industry.

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

DATE:

Initial _____



ANNEXURE I

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 _____

ANNEXURE J



MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS

In the case of a joint venture, separate municipal declarations shall be submitted in respect of each partner.

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Municipality where the business is situated	
Municipal account number for rates	
Municipal account number for water and electricity	

Attach a copy of municipal accounts which includes the municipal account number for rates and for water and electricity not older than 3 months

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the tendering entity *(tick appropriate box)*:

- has a municipal account and the tendering entity's municipal rates and taxes and service charges in the municipality where the business is situated are not in arrears

- does not have a municipal account as the rental agreement for the property from which the business operates is inclusive of municipal rates, electricity and water charges and the owner of the property is responsible for settling all municipal rates and charges.

Signature:

Name:

Duly authorised to sign on behalf of:

Telephone: Date:

Name of witness: Signature of witness:

Initial _____

ANNEXURE K



ANNUAL FINANCIAL STATEMENTS DECLARATION

In the case of a joint venture, separate annual financial statements declarations shall be submitted in respect of each partner.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the respondent, confirms that:

- 1) The enterprise's financial year end is
- 2) 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
- 3) The enterprise has compiled its financial accounts [tick one box]:
 internally independently
- 4) 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
name of independent reviewer
- enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements
- 5) 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]
- 6) The annual turnover for the last financial year is R
- 7) The total assets as at the end of the last financial year is R
- 8) The total liabilities as at the end of the financial year is R

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

Name

Position

Tender

Initial _____

ANNEXURE L



AUTHORITY OF SIGNATORY

CONTRACTOR'S DULY AUTHORISED SIGNATORY

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.g. a company resolution.

Attached hereto this page is my / our proof of authority for signatory of duly authorised person/s (supporting documents).

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

DATE:

Initial _____

ANNEXURE M



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

DATE:

Initial _____

ANNEXURE N



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 with National Treasury's Central Supplier Database (CSD).

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

DATE:

Initial _____

ANNEXURE O



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. We confirm that all Subcontractors on this contract comply with to all contractual requirements.

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

(Note: All proposed sub-contractors must be listed).

Sub-contractor: Name, Address and Telephone No.	Portion/type of work to be undertaken	
		Previous value of work: Previous Experience:

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

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

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 _____

ANNEXURE P



PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER

CONTRACTOR'S LETTER OF GOOD STANDING FROM COIDA

Attached to this page: 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

The tenderer shall attach to this Form evidence that he is registered and in good standing with the compensation fund or with a licensed compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act 1993 (COID) (Act 130 of 1993).

In the case of a Joint Venture, 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-party insurance registered with the Financial Service Board must be provided for each member of the Joint Venture.

Affix certified Proof of Good Standing with Compensation Commissioner to this page as per the required CIDB grading

Attached hereto this page is my / our Letter of Good Standing from COIDA.

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

DATE:

Initial _____

ANNEXURE Q



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

Initial _____

ANNEXURE R



CONTRACT DATA

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

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

Initial _____



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

DWS21-0226 WTE

SUPPLY AND DELIVERY OF MILD STEEL AND HIGH YIELD STEEL REINFORCING FOR CONSTRUCTION EAST TO MZIMVUBU WATER PROJECT IN THE EASTERN CAPE PROVINCE FOR A PERIOD OF 36 MONTHS

THE CONTRACT

C1 AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.2 CONDITIONS OF CONTRACT

Initial _____



DEPARTMENT OF WATER AND SANITATION

DWS21-0226 WTE

SUPPLY AND DELIVERY OF MILD STEEL AND HIGH YIELD STEEL REINFORCING FOR CONSTRUCTION EAST TO MZIMVUBU WATER PROJECT IN THE EASTERN CAPE PROVINCE FOR A PERIOD OF 36 MONTHS

C1.1 FORM OF OFFER AND ACCEPTANCE

Initial _____



C1.1 FORM OF OFFER AND ACCEPTANCE

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 MILD STEEL AND HIGH YIELD STEEL REINFORCING FOR CONSTRUCTION EAST TO MZIMVUBU WATER PROJECT IN THE EASTERN CAPE PROVINCE FOR A PERIOD OF 36 MONTHS

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

.....

.....Rand (in words); R (in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

For the Tenderer:

Signature(s): _____

Name(s): _____

Capacity: _____

Date: _____

Initial _____



Name and address of organisation:

Signature and names of witness:

Signature(s): _____

Name(s): _____

Capacity: _____

Date: _____

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's offer shall form an agreement, between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract, are contained in

Part 1: Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2: Pricing Data

Part 3: Scope of Work

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

Initial _____



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 organisation:

Initial _____



Signature and names of witness:

Signature(s): _____

Name(s): _____

Capacity: _____

Date: _____

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender 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 recorded here, shall also be incorporated into the final draft of the Contract.

1. **Subject:** _____

Details _____

2. **Subject:** _____

Details _____

Initial _____



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

Initial _____



DEPARTMENT OF WATER AND SANITATION

DWS21-0226 WTE

SUPPLY AND DELIVERY OF MILD STEEL AND HIGH YIELD STEEL REINFORCING FOR CONSTRUCTION EAST TO MZIMVUBU WATER PROJECT IN THE EASTERN CAPE PROVINCE FOR A PERIOD OF 36 MONTHS

C1.2 CONDITIONS OF CONTRACT

1.2.1 GENERAL CONDITIONS OF CONTRACT

The Contract shall be governed by National Treasury's "General Conditions of Contract" (July 2010)

The only variations from these General Conditions of Contract 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 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

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. A new special

Initial _____

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.

Sub- Clause	Item	Data
7.1 7.4	Performance Security	A performance guarantee of no less than 2% of the value of the bid must be provided by the bidder within 30 days of notification of award.
9.2	Packing	The material will be transported in suitable trucks.
10.1	Delivery and documents	The successful bidder to provide the Department with a delivery schedule within 5 working days of signing the contract. The delivery of the material must commence within 14 working days of placement of the first order issued by DWS. Note: All communication, requests and instructions to and from the Bidder will be managed by a designated person
10.2		These documents will be signed on delivery by a designated person. A copy of the delivery note from the manufacturer must be provided to the designated person.
11.1	Insurance	It is the supplier's responsibility to be fully insured against loss or damage incidental to manufacture or acquisition and transportation till it is delivered to site. The goods will be insured for the total replacement value, including transport and handling cost. This insurance shall include risk cover and other relevant terms.
12.2	Transportation	An all-inclusive delivery price is required. The Department will have the right to instruct the successful Bidder to repair or replace a vehicle which is considered to be unsafe and/or unsuitable for the transporting of security officers. Overloading of vehicles in terms of the Road Traffic Act will not be permitted.
13.1	Incidental services	No additional services are required.
15.2 15.4	Warranty	Not applicable
		Not applicable
16.1 16.4	Payment	Electronic banking payment will be made. An original Tax Invoice clearly stating the items and quantities delivered will be provided to the client. Payment will be done within 30 days of receipt of the approved Tax Invoice by depositing the payment directly into the bank account of the successful bidder. No cash payment will be done.
		Payment will be made in Rand.

Initial _____

17.1	Prices	<p>Non- Firm Prices base index.</p> <p>The base index date applicable to the formula is defined as the date at which the price adjustment starts.</p> <p>In this bid is a calendar month immediately preceding the closing of bid/tender.</p> <p>End index date:</p> <p>The end index dates are the dates at predetermined points in time during the contract period. In this bid the end indices are defined in the next paragraph (Price Adjustment Periods)</p> <p>Price adjustment periods</p> <p>Price adjustment shall be applied on an annual basis. The first price adjustment will be 12 months from the closing date of bid.</p>
27.4	Settlement of Disputes	<p>Disputes shall be resolved by way of negotiation failing which the matter shall be referred for mediation, conciliation and then arbitration as agreed by the parties.</p>

Initial _____



DEPARTMENT OF WATER AND SANITATION

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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 Bill 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.

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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.

3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimated quantities only and will be subject to re-measuring during the execution of the work. Where quantities or sums are indicated as "Provisional", the Employer reserves the right to adjust the quantity or sum upwards or downwards as necessary, or the item can be omitted altogether. The Contractor shall obtain the 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. Failure to initial next to the alteration will result in the disqualification of your bid.

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

Initial _____

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
m ²	square metre
ha	hectare
m ³	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.

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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

- 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.

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DEPARTMENT OF WATER AND SANITATION

DWS21-0226 WTE

**SUPPLY AND DELIVERY OF MILD STEEL AND HIGH YIELD
STEEL REINFORCING FOR CONSTRUCTION EAST TO
MZIMVUBU WATER PROJECT IN THE EASTERN CAPE
PROVINCE FOR A PERIOD OF 36 MONTHS**

C2.2 BILL OF QUANTITIES

Initial _____

DEPARTMENT OF WATER AND SANITATION

DWS21-0226 WTE



SUPPLY AND DELIVERY OF MILD STEEL AND HIGH YIELD STEEL REINFORCING FOR CONSTRUCTION EAST TO MZIMVUBU WATER PROJECT IN THE EASTERN CAPE PROVINCE FOR A PERIOD OF 36 MONTHS

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	DESCRIPTION	QTY (up to a maximum of)	UNIT PRICE IN RSA CURRENCY	BID PRICE IN RSA CURRENCY
1.	Supply and delivery of 13 m straight bars of R8 mm hot rolled mild steel reinforcing (yield stress of 250 MPa)	15 tons	Rper ton	R.....
2.	Supply and delivery of 13 m straight bars of R10 mm hot rolled mild steel reinforcing (yield stress of 250 MPa)	25 tons	Rper ton	R.....
3.	Supply and delivery of 13 m of 12 mm hot rolled reinforcing high yield stress deformed bars (yield stress of 450MPa)	500 tons	Rper ton	R.....
4.	Supply and delivery of 13 m of 16 mm hot rolled reinforcing high yield stress deformed bars (yield stress of 450MPa)	700 tons	Rper ton	R.....
5.	Supply and delivery of 13 m of 20 mm hot rolled reinforcing high yield stress deformed bars (yield stress of 450MPa)	400 tons	Rper ton	R.....
6.	Supply and delivery of 13 m of 25 mm hot rolled reinforcing high yield stress deformed bars (yield stress of 450MPa)	400 tons	Rper ton	R.....
7.	Supply and delivery of 13 m of 32 mm hot rolled reinforcing high yield stress deformed bars (yield stress of 450MPa)	700 tons	Rper ton	R.....
8.	Supply and delivery of 13 m of 40 mm hot rolled reinforcing high yield stress deformed bars (yield stress of 450MPa)	300 tons	Rper ton	R.....

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ITEM	DESCRIPTION	QTY (up to a maximum of)	UNIT PRICE IN RSA CURRENCY	BID PRICE IN RSA CURRENCY
9.	Supply and delivery of welded mesh fabric reference 888 in accordance with the latest issue SANS 1024.	400 sheets	Rper Sheet	R.....
10.	Supply and delivery of welded mesh fabric reference 746 in accordance with the latest issue SANS 1024.	100 sheets	Rper Sheet	R.....
11.	Supply and delivery of welded mesh fabric reference 617 in accordance with the latest issue SANS 1024.	400 sheets	Rper Sheet	R.....
12.	Supply and delivery of welded mesh fabric reference 500 in accordance with the latest issue SANS 1024.	100 sheets	Rper Sheet	R.....
13.	Supply and delivery of welded mesh fabric reference 395 in accordance with the latest issue SANS 1024.	400 sheets	Rper Sheet	R.....
14.	Supply and delivery of welded mesh fabric reference 311 in accordance with the latest issue SANS 1024.	100 sheets	Rper Sheet	R.....
15.	Supply and delivery of welded mesh fabric reference 245 in accordance with the latest issue SANS 1024.	100 sheets	Rper Sheet	R.....
16.	Supply and delivery of welded mesh fabric reference 193 in accordance with the latest issue SANS 1024.	100 sheets	Rper Sheet	R.....
17.	Supply and delivery of binding wire in 50 kg rolls black annealed wire 1.6 mm.	200 rolls	Rper roll	R.....
			SUB-TOTAL (EXCL. VAT)	R.....
			15% VAT	R.....
			TOTAL (INCL. 15% VAT)	R.....

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- Delivery basis. Mzimvubu Water Project and sites
- Period required for delivery after receipt of order: ___ 14 DAYS ___
- Location where product is sourced from: _____
- Name and addresses of the supplier where the product is sourced from? _____

- Delivery period: *FIRM / NOT FIRM
- Is the price firm? *FIRM / NOT FIRM
- Are you registered in terms of section 23(1) or 23(3) of the value Added Tax Act, 1991 (Act no 89 of 1991?) *YES / NO
- If so, state your VAT registration number. _____
- Is the offer strictly to specification? *YES / NO
- If not to specification, state deviation(s) _____

NOTE:

**** “all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.**

- **All delivery, transport, labour, establishments, delay costs must be included in the bid price.**

Initial _____

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

- 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
- IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
 (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
 D1, D2.. = Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
 R1t, R2t = Index figure obtained from new index (depends on the number of factors used).
 R1o, R2o = Index figure at time of bidding.
 VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

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

Index R1o = Dated.....

Index R2o = Dated.....

Index R3o = Dated.....

Index R4o = Dated.....

The base month for calculation of CPA will be that of the closing date of the request for quotation

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

FACTORS (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE
D1	15%
D2	20%
D3	55%
D4	10%
TOTAL	100%

Initial _____

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

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DEPARTMENT OF WATER AND SANITATION

DWS21-0226 WTE

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PROVINCE FOR A PERIOD OF 36 MONTHS**

C3 SCOPE OF WORKS

Initial _____

Scope of Work (Data) associated with a Work Package	
TOPIC	COMMENTARY
<p>SUPPLY AND DELIVERY OF MILD STEEL AND HIGH YIELD STEEL REINFORCING FOR CONSTRUCTION EAST TO MZIMVUBU WATER PROJECT IN THE EASTERN CAPE PROVINCE FOR A PERIOD OF 36 MONTHS</p>	
DESCRIPTION OF THE GOODS	
<p>Employer's objectives</p>	<p>The service to be rendered is:</p> <p>SUPPLY AND DELIVERY OF MILD STEEL AND HIGH YIELD STEEL REINFORCING FOR CONSTRUCTION EAST TO MZIMVUBU WATER PROJECT IN THE EASTERN CAPE PROVINCE FOR A PERIOD OF 36 MONTHS</p>
<p>General description of the goods</p>	<p>REINFORCING DESCRIPTION:</p> <ul style="list-style-type: none"> • Supply and delivery of 13 m of 8 mm hot rolled mild reinforcing bars of plain round section (yield stress of 250MPa) • Supply and delivery of 13 m of 10 mm hot rolled mild reinforcing bars of plain round section (yield stress of 250MPa) • Supply and delivery of 13 m of 12 mm hot rolled reinforcing high yield stress deformed bars (yield stress of 450MPa) • Supply and delivery of 13 m of 16 mm hot rolled reinforcing high yield stress deformed bars (yield stress of 450MPa) • Supply and delivery of 13 m of 20 mm hot rolled reinforcing high yield stress deformed bars (yield stress of 450MPa) • Supply and delivery of 13 m of 25 mm hot rolled reinforcing high yield stress deformed bars (yield stress of 450MPa) • Supply and delivery of 13 m of 32 mm hot rolled reinforcing high yield stress deformed bars (yield stress of 450MPa) • Supply and delivery of 13 m of 40 mm hot rolled reinforcing high yield stress deformed bars (yield stress of 450MPa) • Supply and delivery of welded mesh fabric reference 888 • Supply and delivery of welded mesh fabric reference 746 • Supply and delivery of welded mesh fabric reference 617 • Supply and delivery of welded mesh fabric reference 500 • Supply and delivery of welded mesh fabric reference 395 • Supply and delivery of welded mesh fabric reference 311 • Supply and delivery of welded mesh fabric reference 245 • Supply and delivery of welded mesh fabric reference 193 • Supply and delivery of binding wire in 50 kg rolls black annealed wire 1.6 mm.
SPECIFICATIONS	
<p>General specifications</p>	<p>The supplier is required to Supply welded mesh fabric reference 888 in accordance with the latest issue SANS 1024 of 1985</p> <ul style="list-style-type: none"> • Welded Mesh Fabric Reference 888 • Sheet size 6 m x 2.4 m • Mesh size - Nominal pitch of wires longitudinal main 200 mm and cross 200mm • Wire sizes - Longitudinal 12 mm, cross 12 mm

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	<ul style="list-style-type: none"> • Cross sectional area per meter width - longitudinal 566 mm² and cross 566 mm² • Nominal mass per m² – 8.88 kg • Mesh to be supplied in sheets <p>The supplier is required to Supply welded mesh fabric reference 746 in accordance with the latest issue SANS 1024 of 1985</p> <ul style="list-style-type: none"> • Welded Mesh Fabric Reference 746 • Sheet size 6 m x 2.4 m • Mesh size - Nominal pitch of wires longitudinal main 200 mm and cross 200mm • Wire sizes - Longitudinal 11 mm, cross 11 mm • Cross sectional area per meter width - longitudinal 475 mm² and cross 475 mm² • Nominal mass per m² – 7.46 kg • Mesh to be supplied in sheets <p>The supplier is required to Supply welded mesh fabric reference 617 in accordance with the latest issue SANS 1024 of 1985</p> <ul style="list-style-type: none"> • Welded Mesh Fabric Reference 617 • Sheet size 6 m x 2.4 m • Mesh size - Nominal pitch of wires longitudinal main 200 mm and cross 200mm • Wire sizes - Longitudinal 10 mm, cross 10 mm • Cross sectional area per meter width - longitudinal 393 mm² and cross 393 mm² • Nominal mass per m² – 6.17 kg • Mesh to be supplied in sheets <p>The supplier is required to Supply welded mesh fabric reference 500 in accordance with the latest issue SANS 1024 of 1985</p> <ul style="list-style-type: none"> • Welded Mesh Fabric Reference 500 • Sheet size 6 m x 2.4 m • Mesh size - Nominal pitch of wires longitudinal main 200 mm and cross 200mm • Wire sizes - Longitudinal 9 mm, cross 9 mm • Cross sectional area per meter width - longitudinal 318 mm² and cross 318 mm² • Nominal mass per m² – 5.0 kg • Mesh to be supplied in sheets <p>The supplier is required to Supply welded mesh fabric reference 395 in accordance with the latest issue SANS 1024 of 1985</p> <ul style="list-style-type: none"> • Welded Mesh Fabric Reference 395 • Sheet size 6 m x 2.4 m • Mesh size - Nominal pitch of wires longitudinal main 200 mm and cross 200mm • Wire sizes - Longitudinal 8 mm, cross 8 mm • Cross sectional area per meter width - longitudinal 251 mm² and cross 251 mm² • Nominal mass per m² – 3.95 kg • Mesh to be supplied in sheets <p>The supplier is required to Supply welded mesh fabric reference 311 in accordance with the latest issue SANS 1024 of 1985</p> <ul style="list-style-type: none"> • Welded Mesh Fabric Reference 311 • Sheet size 6 m x 2.4 m • Mesh size - Nominal pitch of wires longitudinal main 200 mm and cross 200mm • Wire sizes - Longitudinal 7.1 mm, cross 7.1 mm • Cross sectional area per meter width - longitudinal 198 mm² and cross 198 mm²
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	<ul style="list-style-type: none"> Nominal mass per m² – 3.11 kg Mesh to be supplied in sheets <p>The supplier is required to Supply welded mesh fabric reference 245 in accordance with the latest issue SANS 1024 of 1985</p> <ul style="list-style-type: none"> Welded Mesh Fabric Reference 245 Sheet size 6 m x 2.4 m Mesh size - Nominal pitch of wires longitudinal main 200 mm and cross 200mm Wire sizes - Longitudinal 6.3 mm, cross 6.3 mm Cross sectional area per meter width - longitudinal 156 mm² and cross 156 mm² Nominal mass per m² – 2.45 kg Mesh to be supplied in sheets <p>The supplier is required to Supply welded mesh fabric reference 193 in accordance with the latest issue SANS 1024 of 1985</p> <ul style="list-style-type: none"> Welded Mesh Fabric Reference 193 Sheet size 6 m x 2.4 m Mesh size - Nominal pitch of wires longitudinal main 200 mm and cross 200mm Wire sizes - Longitudinal 5.6 mm, cross 5.6 mm Cross sectional area per meter width - longitudinal 123 mm² and cross 123 mm² Nominal mass per m² – 1.93kg Mesh to be supplied in sheets
Certification by recognised organisation	<p>Local Content and Production</p> <ul style="list-style-type: none"> In terms of section 2(1) (f) of the PPPFA, the state may award a contract to a tenderer that did not score the highest points. With the above provision, a tender may be awarded to a bidder offering goods that meet the local content requirements than the tenderer scoring the highest points. A letter from the local manufacturer confirming local production and content outlining types and sizes of the items to be provided must be submitted. The stipulated minimum threshold percentage for local production and content of Steel value-added products must be 100% as stipulated by the Department of Trade, Industry and Competition (the DTIC) is applicable. An exemption letter from the DTIC must be obtained as per the exemption process followed by the DTIC for items or materials that are imported and in cases whereby local content requirements cannot be met for various reasons (see exemption process followed by the DTIC). <p>Substantial supporting documents may be required at any point in time before and after award of the contract. Due diligence, which includes site visits, may be conducted in this regard</p>
Tests and inspections	<ul style="list-style-type: none"> All reinforcement material will be inspected and approved by the client / engineer for approval For Technical and site enquiries: Mr TC Malubane – 060 980 5852 (During office hours)
Design	<p>SUPPLIER OF SERVICE</p> <p>The successful bidder will be required to submit a “Letter from the manufacturer” confirming the supply arrangement at the closing time of the bid. Failure to comply with this requirement shall result in the bid being disqualified.</p>

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CONSTRAINTS ON HOW THE GOODS ARE PROVIDED	
Miscellaneous constraints	<p>TECHNICAL SUPPORT</p> <p>Should any problem be reported to the supplier concerning the services, the following response times are expected:</p> <ul style="list-style-type: none"> • Within 24 hours a representative of the supplier should be on site to resolve the problem. • 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. <p>ANY DEFECTIVE PRODUCT WILL BE REPLACED AT THE SUPPLIER'S EXPENSE.</p>
Delivery constraints	<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>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 Site Office Ntabelanga Dam office Ntywenka Village Maclear Eastern Cape Province</p> <p>Coordinate – 31° 9' 38.88" S 28° 33' 0.76" E</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"> i. Fridays after 14h00 to Mondays 06h30 ii. All public holidays iii. The period 11 December to 7 January iv. The last Thursday and Friday of the month <ul style="list-style-type: none"> • The Bidder shall nominate a contact person with whom the Department will arrange and schedule delivery. • 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 • 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. • Reinforcing should be transported in truck that accommodate required bended lengths. All steel should be marked using reinforcing steel tags indicating bar mark no, weight, size etc.
Working with others	<p>PROGRAMME OF WORKS</p> <p>Supply shall commence within 14 days after receipt of the official DWS order and as per notification by the end-user</p>
SERVICES AND OTHER THINGS PROVIDED BY THE EMPLOYER	

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<p>Services and other things provided by the employer</p>	<p>SCOPE OF CONTRACT</p> <p>The Bidder will be required to perform the following service as part of this contract:</p> <ul style="list-style-type: none"> • supply and delivery of mild steel and high yield steel reinforcing for construction east to Mzimvubu water project in the Eastern Cape province for a period of 36 months • All transport and loading/offloading costs shall be included in the bid rates.
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