



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

DUE AT 11:00 ON

28 APRIL 2015

(CLOSING DATE)

W10960

**SUPPLY AND DELIVERY OF GROCERY FOR
THE DEPARTMENT OF WATER AND
SANITATION ROODEPLAAT TRAINING
CENTRE (RTC) ON AN AS AND WHEN
NEEDED BASIS FOR A PERIOD OF THIRTY
SIX (36) MONTHS**

SUBMIT TENDER DOCUMENT

TO

POSTAL ADDRESS:
DIRECTOR-GENERAL: WATER AFFIARS
PRIVATE BAG X 313
PRETORIA,0001

OR

TO BE DEPOSIT IN:
THE TENDER BOX AT THE ENTRANCE
OF ZWAMADAKA BUILDING
157 FRANCIS BAARD STREET
(FORMERLY SCHOEMAN STREET)
PRETORIA,0002

TENDERER: (Company address and stamp)

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)

BID NUMBER: W10960

CLOSING DATE: 28 APRIL 2015

CLOSING TIME: 11:00

DESCRIPTION: SUPPLY AND DELIVER OF GROCERY FOR A PERIOD OF THIRTY SIX (36) MONTHS

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY BE POSTED TO:

POSTAL ADDRESS: DIRECTOR-GENERAL: WATER AFFIARS**PRIVATE BAG X 313****PRETORIA,0001**

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

THE TENDER BOX AT THE ENTRANCE**OF ZWAMADAKA BUILDING****157 SCHOEMAN STREET****PRETORIA,0002**

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER CODE NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....

A REGISTERED AUDITOR

[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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?
NO

YES or

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department of Water and Sanitation

Contact Person: Zelda Phiri

Tel: 012 336 7954

E-mail address: phiriz@dwa.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Department of Water and Sanitation

Contact Person: Levies Skosana

Tel: 012 943 3303

Cell: 082 896 2115

E-mail address: skosanal@dwa.gov.za

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

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:W10960
Closing Time 11:00	Closing date: 28 April 2015

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
		TOATAL BID PRICE FOR ALL ITEMS	R
		VAT	R
		TOTAL	R

PLEASE COMPLETE ATTACHED PRICING SCHEDULE ON EACH ITEM REQUIRED

-
- Country of origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
*Delivery: Firm/not firm
 - Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

PRICE SCHEDULE

Prices are in Rand, unless otherwise indicated in prices

BIDDER:		HEAD OFFICE		PRICE		DELIVERY		
PROVINCE	DATE					Minimum Order Quantity	PRODUCT BRAND	SUPPLY QUANTITY LIMITATIONS
DAIRY PRODUCTS								
		Long Life Milk Full Cream 1ltr (6 pack)	Per Pack					
		Long Life Milk 2% low/fat 1ltr (6 pack)	Per Pack					
		Condensed Milk 385 g 24 pack	Per Pack					
		Ideal Evaporated Milk 380g 24 pack	Per Pack					
		Full Spread Margarine (4.5kg)	EACH					
		Medium fat Margerine (4.5 kg)	EACH					
		Cheddar Sliced (Parmalat 900kg)	EACH					
		Feta Cheese Cubes (3kg)	EACH					
		Yoghurt Assorted (5kg)	EACH					
		Yoghurt Assorted (100ml) 24 pack	Per Pack					
BAKING PRODUCTS								
		Cake self raising wheat flour 1kg (24 pack)	Per Pack					
		Cake Wheat Flour 12.5kg	EACH					
		Caster Sugar 1kg (24 pack)	Per Pack					
		Cook n bake Non Stick Spray 500ml (12 pack)	Per Pack					
		Syrup 3.5kg	EACH					
		Instant yeast 10g (Box)	Per Box					
		Baking Powder 1kg (Box)	Per Box					
		Liberty Select Coconut Desiccated 1kg	Per Box					
		Crumbs Powder 1kg	Per Box					
		long Sugar 1kg	Per Box					
		Maizena Corn Flour 500g (24 pack)	Per Pack					
		Maizena Corn Flour (Gluten Free) 500g (24 pack in box)	Per Pack					
		Muffin Cup Standard Standard (1000 cups)	Per Box					

PRICE SCHEDULE

Please Note: Delivery Costs included in price.

BIDDER:		HEAD OFFICE		PRICE		DELIVERY	
PROVINCE	DATE:			Minimum Order Quantity	PRODUCT BRAND	SUPPLY QUANTITY	LIMITATIONS
		Vanilla Rainbow 1kg		EACH			
		Vanilla Essence 1 litre		EACH			
		Muffin mixture 250 g (24 pack)		Per Pack			
SUGAR PRODUCTS							
		Sugar white bag 25kg		EACH			
		Sugar Sachets white 12g (1000pack)		Per Pack			
		Brown Sugar 25kg		EACH			
		Sugar Sachets Brown 12g (1000 pack)		Per Pack			
		Cardetelle Sachets 12g (1000 in pack)		Per Pack			
DRY STOCK FOR BREAKFAST PRODUCTS							
		All Bran 1kg box		EACH			
		Jungle Oats 4kg box		EACH			
		Corn Flakes 1kg box		EACH			
		Rice Crispy's 4kg box		EACH			
		Muesli Crunch 1kg box		EACH			
		Weet Bix 900g box		EACH			
SWEET BISCUITS PRODUCTS							
		Choice Assorted Biscuits (2kg)		EACH			
		Romany Creams 200g (12 pack)		Per Pack			
		Lemon Cream 200g (12 pack)		Per Pack			
		Sweets & Chocolate (12 pack)		Per Pack			
		Tennis Biscuits 200g		Per Pack			
		Quma Biscuits 1kg (box)		EACH			

PRICE SCHEDULE:

Please refer to the attached bill of material for details.

BIDDER:		HEAD OFFICE		PRICE		DELIVERY	
PROVINCE	DATE			Minimum Order Quantity	PRODUCT BRAND	SUPPLY QUANTITY LIMITATIONS	
TEAN AND COFFEE PRODUCTS							
		Lemon Rootbcs 500g		EACH			
		Bravler Filters (box)		EACH			
		Coffee Filters 1X4 (each)		EACH			
		Ceylon Tea (500g ceylon)		EACH			
		Normal Rootbcs Tea (200g)		EACH			
		Vending Machine GO Cups (1000pack)		Per Pack			
		Italian (House of coffees) 500g		EACH			
		Nescafe Classic Coffee 1kg		EACH			
		Powder Milk for Coffee 1kg		EACH			
		Powder Milk for tea 1kg		EACH			
		Ricoffy 200 stick packs (1000 pack)		PK			
		Vending Cups 75ml (1000 pack)		EACH			
		RICOFFY 750g		EACH			
		Ciro Filter blends 100g (50 in box)		Per Pack			
		Herbal tea 200g		EACH			
		Jacobs Coffee 750g		EACH			
		Cremora sticks (1000 pack)		Per Pack			
STARCH PRODUCTS							
		Macaroni 500g		EACH			
		Samp 2.5 kg (10 pack)		Per Pack			
		Lasagna pack 500g		EACH			
		Pasta shells pasta rigate 500g		EACH			
		Pasta Grande Triadular Screws 500g		EACH			

PRICE SCHEDULE

Minimum Order Quantity (MOQ) is 25 per box

BIDDER		PRICE		DELIVERY	
PROVINCE	HEAD OFFICE	Minimum Order Quantity	PRODUCT BRAND	SUPPLY QUANTITY LIMITATIONS	
DATE:					
	Plain peanuts 750g (25 per box)	Per Box			
	Salted peanuts & raisins 750g (25 per box)	Per Box			
	Chips in cheese & onion 125g (25 per box)	Per Box			
	Chips in Chutney 125g (25 per box)	Per Box			
	Chips in Salt & Vinegar 125g (25 per box)	Per Box			
	Salted peanuts 1kg	EACH			
	Chips in Smoke Beef 125g (25 per box)	Per Box			
	Chips in tomato flavoured 125g (25 per box)	Per Box			
	Endeavour Sweets Soft (Green and White)	Per Pack			
	Pure Still Water 500ml (6 pack)	Per Pack			
	DESSERT PRODUCTS				
	Apricot Jam 3.75KG	EACH			
	Black cherries 425g	EACH			
	Carte D'or Chocolate Mousse 1kg	EACH			
	Carte D'or Cheesecake 1kg	EACH			
	Carte D'or Crème Caramel 500g	EACH			
	Carte D'or Dessert CHOCOLATE 500g	EACH			
	Carte D'or Dessert Custard 500g	EACH			
	Carte D'or Dessert Jelly 500g	EACH			
	Carte D'or Dessert Butterscotch 500g	EACH			
	Carte D'or Dessert strawberry 500g	EACH			
	Carte D'or Dessert vanilla 500g	EACH			
	Crepine Of Tatar 100g	EACH			
	Fruit salad 3.06kg	EACH			

PRICE SCHEDULE

Price only, quantity, brand, specifications included in price

BIDDER:		HEAD OFFICE		PRICE		DELIVERY		
PROVINCE	DATE			Minimum Order Quantity	PRODUCT BRAND	SUPPLY QUANTITY LIMITATIONS		
		Guava Halves in Syrup	3.01kg	EACH				
		Hot pudding mix	1kg	EACH				
		Kco Fruit Cocktail in Salad	3.06kg	EACH				
		Kco Peach Slices	410g	EACH				
		Kco Peach Slices	3.06kg	EACH				
		Mango Slices	410g	EACH				
		Morls whole green glace cherries	1kg	EACH				
		Morls whole red glace cherries	1kg	EACH				
		Rhodes Pear Halves in Syrup	410g	EACH				
		Rhodes pineapples pieces	440g	EACH				
		Robertsons egg yellow	500ml	EACH				
		Strawberries in syrup	425g	EACH				
		Tiramisu	1 kg	EACH				
		HERBS AND SPICES ITEMS						
		Aromat (Knorr)	1kg	EACH				
		Barbecue Spice	1kg	EACH				
		Beef stock Cubes	1kg	EACH				
		Beef Stroganoff	320g	EACH				
		Chicken spice	1kg	EACH				
		Chips and potato seasoning	1 kg	EACH				
		Classic brown sauce	1kg	EACH				
		Classic creamy cheese sauce	500g	EACH				
		Classic mushroom sauce	500g	EACH				
		Classic roasty meat gravy	500g	EACH				

PRICE SCHEDULE

Minimum Order Quantity (MOQ)

BIDDER:		PRICE		DELIVERY	
PROVINCE	HEAD OFFICE	Minimum Order Quantity	PRODUCT BRAND	SUPPLY QUANTITY LIMITATIONS	
DATE:					
	Classic white sauce 1kg	EACH			
	Cooking with origanum 200g	EACH			
	Fish Spice 1kg	EACH			
	Garlic Spice 1kg	EACH			
	Garlic salt 100g	EACH			
	Ginger 700g	EACH			
	Ginger Spice 1kg	EACH			
	Meat Tenderiser 1kg	EACH			
	Mixed Spice 800g	EACH			
	Paprika 700g	EACH			
	Portuguese Chicken Spice 1kg	EACH			
	Medium Curry 800g	EACH			
	Mild Curry 800g	EACH			
	Hot Curry 800g	EACH			
	Rice Seasoning 1kg	EACH			
	Cinnamon 600g	EACH			
	Savory rice seasoning 1kg	EACH			
	Mixed masala 1kg	EACH			
	Salt Iodated 1kg	EACH			
	Steak & Chepa Spice 1kg	EACH			
	Vegete Seasoning 1kg	EACH			
	White Pepper 600g	EACH			
	Black pepper 800g	EACH			
	Pepper Somet (400 in box)	Per Box			
	SALUCE & SOUP PRODUCTS				

PRICE SCHEDULE

Project Name: Security Guard Post (Mombasa) (2014)

BIDDER:		HEAD OFFICE		PRICE		DELIVERY	
PROVINCE	DATE			Minimum Order Quantity	PRODUCT BRAND	SUPPLY QUANTITY	LIMITATIONS
		1000 Island Dressing	2kg	EACH			
		BBO Marinade	2lit	EACH			
		Brown Onion	1.4kg	EACH			
		Knorr Mash Flakes	2kg	EACH			
		Knorr Peri Peri	2ltr	EACH			
		Knorr Sauces & Gravies	1kg	EACH			
		Knorr Soup Chicken	1.8kg	EACH			
		Knorr Soup Minestrone	1.8 kg	EACH			

PRICE SCHEDULE

Price Schedule, Stationery Goods, Department of Education

BIDDER:		HEAD OFFICE		PRICE		DELIVERY		
PROVINCE	DATE			Minimum Order Quantity	PRODUCT BRAND	SUPPLY QUANTITY LIMITATIONS		
		Knorr Soup Mushroom	1.8kg	EACH				
		Knorr Soup Tomato	1.8kg	EACH				
		oxall soup	1.8 kg	EACH				
		Salad Dressing (french)	2ltr	EACH				
		Salad Dressing (Italian)	2ltr	EACH				
		Spare Rib Marinade	2ltr	EACH				
		Sweet Chilli (Knorr)	2ltr	EACH				
		Sweet Chilli (Wellington)	2ltr	EACH				
		Tabasco Green	50ml (12 in box)	Per Box				
		Chutney	475g	EACH				
		Chutney	5 liters	EACH				
		Tomato Sauce	5 litre	EACH				
		Tabasco RED	50ml (12 in box)	Per Box				
		Lemon & herb Sauce	250g	EACH				
		Mayonnaise	20kg	EACH				
		Medium sauce (red)	per 250g	EACH				
		Mushroom sauce	500g	EACH				
		Toffee sauce	2ltr	EACH				
		Cheese sauce	500g	EACH				
		Cooking Oil 5ltr		EACH				
		Vinegar	5 litre	EACH				
		Vinegar Sachets	400 Per box	Per Box				
		Tomato sauce (all-Child)	sachets 200 X2g	Per Box				
		CLEANING PRODUCTS						
		Pine Gel Cleaner	5ltr	EACH				

PROTOS SOLUTIONS

Please Note: Grocery Orders must be placed on a Friday

BIDDER:		HEAD OFFICE		PRICE		DELIVERY	
PROVINCE	DATE			Minimum Order Quantity	PRODUCT BRAND	SUPPLY QUANTITY	LIMITATIONS
FROZEN FOODS							
		Chicken dumplings 5 kg	EACH				
		Chicken Thigh 5 kg	EACH				
		Chicken leg quarter 5 kg	EACH				
		Hake 5 kg	EACH				
		Chicken livers 500g (in 5kg container)	EACH				
		Chicken Gordon bleu 5 kg	EACH				
		Sausage rolls 1.8 kg	EACH				
		Frozen muffin mixture tubes (6 mix in box)	Per Box				
		Party snacks 550g per box	Per Box				
		Samosas 900g	EACH				
		Chicken schnitzel 5 kg	EACH				
		Sausage rolls 1.8 kg	EACH				
		Battered fish 20 * 100g	EACH				
		Ice cream full cream 5 litre	EACH				
		Beef patties 500g	EACH				
		Chicken Rolls 800g	EACH				
		Pork Spare ribs 1kg	EACH				
		Beef ribs 1kg	EACH				
		Russians 2.5 kg	EACH				
		Mutton ribs 1kg	EACH				
		Viennas 2.5 kg	EACH				
		Beef sausages 2.5 kg	EACH				
		Chicken Breast 1kg	EACH				
		Bacon 1 kg	EACH				

BIDDER:

Please Note: Product Costs must be included in price.

BIDDER:		HEAD OFFICE		PRICE		DELIVERY	
PROVINCE	DATE			Minimum Order Quantity	PRODUCT BRAND	SUPPLY QUANTITY	LIMITATIONS
		Orange Juice (Concentrated) 1.500L 500ml	EACH				
		Lemon Juice 200ml	EACH				
FRESH FRUIT AND VEGETABLE PRODUCT							
		Sweet potatoes Bag 5kg	Per Bag				
		Baby Marrow per bag 5kg	Per Bag				
		Beet root per bag 5kg	Per Bag				
		Cabbages per head	EACH				
		Red Cabbage per head	EACH				
		Carrots per bag 5kg	Per Bag				
		Cucumber per bag 5kg	Per Bag				
		Green Pepper 5kg	Per Box				
		Pine Apples per Head	EACH				
		Red Pepper 3kg	Per Box				
		Tomatoes 5kg	Per Box				
		Cocktail Tomatoes 1kg	Per Box				
		Hubbard Squash 1kg	Per Bag				
		Butternut 1kg	Per Bag				
		Gem Squash 1kg	Per Bag				
		White Pumpkin 1kg	Per Bag				
		Yellow Pepper 4kg	Per Box				
		Lettuce per bag 1kg	Per Bag				
		Fancy Lettuce per bag 1kg	per bag				
		Potatoes Per bag 5kg	Per Bag				
		Onion per bag 5kg	Per Bag				
		Garlic per bag 1kg	Per Bag				

PRICE SCHEDULE:

Price to be paid by the Government of Botswana

BIDDER:		HEAD OFFICE		PRICE		DELIVERY	
PROVINCE	DATE			Minimum Order Quantity	PRODUCT BRAND	SUPPLY QUANTITY LIMITATIONS	
		Green Chillies 1kg	Per box				
		Patty Pans	per box				
		Mixed Garlic and Ginger 1kg	Per Box				
		Kiwi 1kg	Per Box				
		Mangoes 3kg	Per Box				
		Grapes White Seedless	Per Box				
		Grapes Black Seedless	Per Box				
		Avocado	Per Box				
		Peaches	Per Box				
		Pears green	Per Box				
		Apples Red	Per Box				
		Apples Golden	Per Box				
		Banana	Per Box				
		Pawpaw	Per Box				
		Oranges	Per Box				
		Strawberries	Per Box				
		Water Melon	Per Box				
GENERAL AND OTHER ITEMS							
		Hand Paper Towel Roll 170mm X 1500mm	EACH				
		Chafin heating fuel 5 lit	EACH				
		Sago 500g	EACH				
		Lentils 500g	EACH				
		Pen Palm (Olein) 20ltr	EACH				
		Cling Wrap 300mm x 1400mm	EACH				
		Scrubbers 330 X 330 (1000 in box)	Per Box				

PRICE SCHEDULE:

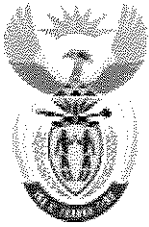
Approved by the State Purchasing Office on 05/15/2017

BIDDER:		PRICE		DELIVERY	
PROVINCE	HEAD OFFICE				
DATE:					
		MINIMUM Order Quantity	PRODUCT BRAND	SUPPLY QUANTITY LIMITATIONS	
	Serviers 200ply/s	Per Box			
	Skewers (1600)	Per Pack			
	Tooth Picks (1000)	PK			
	Foil (heavy duty) 70mm X 440mm	EACH			
	Wax Paper per roll	EACH			
	Foam plates	EACH			
	Charcoal 5kg	Per bag			
	Firelighters	Per Pack			
	DRINKS LIST				
	Fanta Orange 330 ml	per case of 24			
	Fanta Grape 330 ml	per case of 24			
	Cream Soda 330ml	per case of 24			
	Grapetiser Red 330 ml	per case of 24			
	Grapetiser White 330 ml	per case of 24			
	Appetiser 330ml	per case of 24			
	Dry Lemon 330 ml	per case of 24			
	Coke 330 ml	per case of 24			
	Sprite 330 ml	per case of 24			
	Tab 330 ml	per case of 24			
	Light Cit Orange 330 ml	per case of 24			

PRICE SCHEDULE

Prices include delivery costs unless otherwise stated.

BIDDER:		PRICE		DELIVERY	
PROVINCE	HEAD OFFICE				
DATE:					
			MINIMUM ORDER QUANTITY	PRODUCT BRAND	SUPPLY QUANTITY LIMITATIONS
			per case of 24		
	Coke Zero 330 ml		per case of 24		
	Liquidfruit Grape 330 ml		per case of 24		
	Coke Light 330 ml		per case of 24		
	Sprite Zero 330 ml		per case of 24		
	Stoney 330 ml		per case of 24		
	Creamsoda 330 ml		per case of 24		
	Ice tea 330 ml (different flavours)		per case of 24		
	Iron Brew 330 ml		per case of 24		
	Raspberry 330 ml		per case of 24		



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

**SUPPLY AND DELIVERY OF GROCERY
TO THE DEPARTMENT OF WATER AND
SANITATION ROODEPLAAT TRAINING
CENTRE (RTC) ON AN AS AND WHEN
NEEDED BASIS FOR A PERIOD OF
THREE (3) YEARS**

1. INTRODUCTION

- 1.1. The Department of Water and Sanitation (DWS) is a custodian of country's water resources and, consequently, it is responsible for ensuring that water resources are protected, used, developed, conserved, managed and controlled in a sustainable and equitable manner in accordance with its constitutional mandate.

2. PURPOSE OF BID

- 2.1. The purpose of the bid document is to appoint a service provider to undertake supply and delivery of grocery to the Department of Water and Sanitation for a period of thirty six (36) months at Roodeplaat Training Centre on an as and when required basis

3. BACKGROUND

- 3.1. The Roodeplaat Training Centre (RTC) provides accommodation, workshops and training venues to a variety of stakeholders both internal and external. As a result there is a huge demand of providing catering which requires a number of different commodities.

- 3.2. It is important that RTC is always operational due to the nature of the service it provides to DWS and the provision of such services cannot be compromised. It must also borne in mind that any impact of the food provisions being not available at the training centre, exposes the Department (DWS) from the external clients. A standard is thus important to be maintained and the listed requirements are commodities that will enable the centre to operate effective and efficiently.

- 3.3. **The commodities to be supplied are:**

- Grocery;
- Meat & Frozen Meat;
- Fresh Fruit and Vegetables & Frozen Vegetables
- Other related groceries

4. PROJECT SCOPE

- 4.1. To appoint a suitable service provider who has the ability and capacity to supply and deliver groceries within a short delivery/ Emergency time frame when a need arises.

- 4.2. The service provider must have the capacity and ability to supply and deliver any type of groceries requested.
- 4.3. The groceries to be supplied must be stored at acceptable temperatures and must be of acceptable standard to avoid decay or inferiority.
- 4.4. The service provider must ensure that the supplies are packaged and transported in compliance with the necessary legislation.

5. DELIVERABLES

- 5.1. The service provider appointed will be responsible to ensure that the service rendered or supplies delivered under the contract are in accordance with the specifications and within the timeframe prescribed.

6. STANDARD MINIMUM REQUIREMENTS

- 6.1. Food premises shall be of such location, design, construction and finish and shall be so equipped, equipped for the purpose for which they were designed without creating a health hazard and food can be handled hygienically on the food premises. All equipment must be effectively protected by the best available method against contamination or spoilage by poisonous or offensive gases, vapours, odours, smoke, soot deposits, dust, moisture, insects or other vectors or by any other physical, chemical or biological contamination or pollution or by any other agent whatsoever.
- 6.2. Food containers shall be clean and free from any toxic substance, ingredient or any other substance liable to contaminate or spoil the food in the containers.
- 6.3. Repacked food, depending on the type of food, shall be packed in a dustproof and liquid proof container that protects the product therein against contamination under normal handling conditions and shall be so packed or sealed that the food cannot be removed from its container without the stopper or lid or similar seal being removed or without the wrapping, container or seal being damaged.
- 6.4. Perishable food, excluding the products that are not pre packed, except food for consumption as meals on food premises shall when served to the consumer be packed in a container that protects the food therein against contamination.
- 6.5. The transport of food is expected to be clean and has been cleaned to such an extent that chemical, physical or microbiological contamination of the food is prevented together

with contamination food or waste food, poison or any harmful substance, live animal or any object that may contaminate or spoil the food.

- 6.6. The freight compartment of a vehicle that is used for the transportation of food that is not packed or wrapped in liquid proof and dustproof sealed containers shall have interior surface made of an easy-to-clean and smooth rust free, non-toxic and non-absorbent material without open joints or seams. Before food is loaded into such freight compartment, no square centimetre of the said surface shall upon analysis contain more than 100 viable micro-organisms and shall not be used simultaneously for the transport of any person or any item that may contaminate the food.

7. PROJECT MANAGEMENT

- 7.1. The appointed service provider shall be given instructions by, or shall report to the Manager at Roodeplaat Training Centre responsible for kitchen services.

8. METHOD OF PAYMENT

- 8.1. Payment will only be made for the services rendered or requirements delivered.
- 8.2. All payments will be made in a South African Rand, not later than thirty (30) days after the submission of invoices.

9. EVALUATION CRITERIA

- 9.1. Department of Water and Sanitation will evaluate all proposals in terms of the Preferential Procurement Regulations 2011. A copy of the Preferential Procurement Regulations 2011 can be downloaded from www.treasury.gov.za. In accordance with the Preferential Procurement Regulations 2011, submissions will be adjudicated on 80/20 points system and the evaluation criteria. A three phase evaluation criteria will be considered in evaluating the bid.

9.1.1. Phase 1: Administrative and Mandatory Compliance:

Please note that all bidders must comply with the following administrative and mandatory compliance-**IF NOT INCLUDED IN THE BID DOCUMENTS, THE BIDDER WILL BE DISQUALIFIED**

- Standard Bidding Documents (SBD's) signed
- Valid and Original Tax Clearance Certificate
- Certificate of acceptance (Health and food safety)

9.1.2. Phase 2: Functional/Technical criteria:

The bidder is expected to achieve a minimum required score of **65%** for functionality in order to qualify for further evaluation. Bids that do not meet the minimum required score will be disqualified. The Functional/Technical criteria are:

Values: 1 Very Poor..... 2 Poor.....3 Average.....4 Good.... 5 Excellent

EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	TOTAL WEIGHT
ABILITY	<p>Attach proof of the following documents</p> <ul style="list-style-type: none"> • Company profile and contact details in line with the project description • A minimum of five (5) years of the company's experience with uninterrupted operations / trade in South Africa. 	30
PAST EXPERIENCE	<ul style="list-style-type: none"> • Type and duration of the firms' previous experience in relation to the supply and delivery of groceries to public or private institutions, supermarket or hotels, etc. with particular reference to that which is appropriate. • Provide a minimum of 3 references for similar work done. • 	35
METHODOLOGY	<ul style="list-style-type: none"> • A detailed project plan and proposed methodology clearly indicating the best approach and possible ways on how best the service provider can render this project, taking into consideration the expected delivery time frames, logistics and manpower to be utilized during the execution of the projects • Proposed customer service in terms of turnaround times with regard to emergency / urgent delivery (elaborate). 	35
TOTAL POINTS ON FUNCTIONALITY		100

9.1.3. PHASE 3: Price (80) Points awarded for B-BBEE Status Level of Contribution

in terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

10. FINANCIAL PENALTIES

10.1. Financial penalties will be imposed for milestones, target dates and deadlines not met without providing:

10.1.1 Timely notification of such delays;

10.1.2. Reasons for the delays; and

10.1.3 Supporting evidence which is acceptable to the Department of Water and Sanitation that the delays were beyond the control of the Service Provider.

10.2. Financial penalties will be imposed if the supplies by the appointed service provider do not meet the specification agreed upon prior to commencement of the contract.

11. CONDITIONS

11.1. Bidders are requested to provide a clear agreement regarding joint venture/consortia. The percentage involvement of each company in the joint venture agreement should be indicated on the agreement. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.

11.2. Bidders are required to submit original and valid B-BBEE Status Level, Verification Certificates or certified copies thereof together with their bids, to substantiate their B-

BBEE rating claims.

- 11.3. It is a requirement that bidders who do business with government must comply to the relevant tax legislations and bidders are required to submit an **ORIGINAL AND VALID** Tax Clearance Certificate as issued by SARS. Failure to submit such will invalid your bid.

12. CONTACT DETAILS

For further Technical information please contact

Mr. Skosana LB
(012) 943 3303
082 896 2115
Email: SkosanaL@dwa.gov.za

For Supply Chain Management please contact

Mr. Khomotjo Kaaka
(012) 336 8366
Email: kaakak@dwa.gov.za or

Mr. Syabonga Ngidi
(012) 336 6611
Email: ngidis@dwa.gov.za

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:
.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.
.....

4 **DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

November 2011

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and

1.2 The value of this bid is estimated to not exceed R1 000 000 (all applicable taxes included) and therefore the.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

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

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- 2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “**consortium or joint venture**” 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;
- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less .
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 “**trust**” means the arrangement through which the property of one person is made over or

bequeathed to a trustee to administer such property for the benefit of another person; and

- 2.18 "trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number :

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.

.....
 SIGNATURE(S) OF BIDDER(S)

2.

DATE:.....
 ADDRESS:.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....
**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ 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.

10. 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.

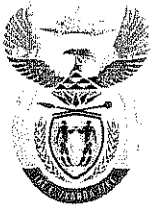
.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

This template must be completed by the bidder

TENDER NUMBER		
SERVICE /PROJECT DESCRIPTION		
NAME OF BIDDER		
TENDER AMOUNT		
BBBEE LEVEL		
COMPANY'S COMPOSITION OF EXISTANCE		
	% OWNERSHIP	TOTAL NUMBER
WOMEN		
PEOPLE WITH DISABILITIES		
BLACK MALES		
YOUTH		
PARTICIPATION IN PROJECT IMPLEMENTATION		
	TOTAL NUMBER	LEVEL OF PARTICIPATION (eg Project Management, Technical, Administrative)
WOMEN		
PEOPLE WITH DISABILITIES		
BLACK MALES		
YOUTH		

Please note that this information is for reporting purposes only, and will not prejudice the company in anyway nor will it be considered as an evaluation tool.

Name:.....

Position:.....

Signature:..... Date:.....



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA



ENTITY MAINTENANCE

ENTITY MAINTENANCE

HEAD OFFICE USE ONLY	Reference no.	<input type="text"/>	Registered
	Entity name	<input type="text"/>	Date registered: <input type="text"/>
		<input type="text"/>	Verified on SafetyWeb
	Entity number	<input type="text"/>	Date verified: <input type="text"/>
	Remarks	<input type="text"/>	Captured
		<input type="text"/>	Date captured: <input type="text"/>
		<input type="text"/>	Authorised
		<input type="text"/>	Date authorised: <input type="text"/>

IMPORTANT INFORMATION TO SUPPLIER

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank
 I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB- Electronic Fund Transfer Service", and I/we understand that no additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).
 I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available in my/our account.
 This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post. Please ensure information is validated as per required bank screens.

I/We understand that bank details provided should be exactly as per the records held by the bank.
 I/We understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

SUPPORTING DOCUMENTATION MUST ACCOMPANY THIS FORM

ALL RELEVANT FIELDS MUST BE COMPLETED

THE ACCOUNT MUST BE IN THE NAME OF THE SUPPLIER AND NO 3RD PARTY PAYMENTS WILL BE ALLOWED

Section A: Type of Supplier (For official use only)

<input type="checkbox"/> New Supplier Information	<input type="checkbox"/> Update Supplier Information
Supplier Type:	<input type="checkbox"/> Individual <input type="checkbox"/> Govt. Department <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/> CC <input type="checkbox"/> Other (Specify) <input type="text"/>

Section B: Company/Personal Details

Registered Name	<input type="text"/>
Trading Name	<input type="text"/>
*VAT Number	<input type="text"/> *Compulsory where applicable
PERSAL Number	<input type="text"/>
Title	<input type="text"/> Initials <input type="text"/>
First Name	<input type="text"/>
Surname	<input type="text"/>

Section C: Address Detail

Payment Address	<input type="text"/>
	<input type="text"/>
	<input type="text"/>
	Postal code <input type="text"/>



ENTITY MAINTENANCE (continuation page)

Section D: Supplier Account Details (TO BE VERIFIED BY BANK)

Account Name	<input type="text"/>	
Account Number	<input type="text"/>	Account Type
Bank Name	<input type="text"/>	<input type="checkbox"/> Cheque Account
Branch Name	<input type="text"/>	<input type="checkbox"/> Savings Account
Branch Number	<input type="text"/>	<input type="checkbox"/> Transmission Account
*ID Number	<input type="text"/>	* Compulsory for individuals
Passport Number	<input type="text"/>	
**Company Registration Number	<input type="text"/>	**Compulsory for companies
***CC Registration	<input type="text"/>	***Compulsory where applicable
****Please include CC/CK where applicable		
Practise Number	<input type="text"/>	
****Trust Number	<input type="text"/>	

IT IS HERBY CONFIRMED THAT THESE DETAILS HAVE BEEN VERIFIED AND IS EXACTLY THE SAME AS ON ONE OF THE FOLLOWING APPLICABLE SCREENS:

- ABSA:** CIF Screen
- FNB:** Hogans System on the CIS4
- STD:** Bank - Look - Up - Screen
- Nedbank:** Banking Platform under the Client Details Tab

BANK STAMP

Contact Number ()

Signature of Bank Official

Print Name

Date (dd/mm/yyyy)

Section E: Contract Details of Supplier

Telephone	(<input type="text"/>) <input type="text"/>
Fax	(<input type="text"/>) <input type="text"/>
Mobile (Cell no.)	<input type="text"/>
E-mail Address	<input type="text"/>
Contact Person	<input type="text"/>

/ /

Signature of Supplier

Print Name

Date (dd/mm/yyyy)

Section F: Contract Details of DWA Office (For official use only - officials with signing authority only)

Office	<input type="text"/>
Telephone	(<input type="text"/>) <input type="text"/>
Fax	(<input type="text"/>) <input type="text"/>
E-mail Address	<input type="text"/>

OFFICIAL STAMP

Signature of DWA Official

Print Name

Date (dd/mm/yyyy)

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

**24. Anti-dumping
and countervailing
duties and rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)