



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

DUE AT 11:00 ON

19 MAY2016

BID DWS19-0316WTE

**THE DEMOLITION / LOWERING (BY SAW CUTTING) OF THE HAMMARSDALE DAM
CONCRETE SPILLWAY IN HAMMARSDALE AREA NEAR DURBAN, IN KZN PROVINCE.**

CIDB GRADING 3CE OR 3SE

SUBMIT BID DOCUMENTS TO:

POSTAL ADDRESS:

OR

TO BE DEPOSITED IN:

DIRECTOR-GENERAL: WATER AND SANITATION
PRIVATE BAG X313
PRETORIA, 0001

THE BID BOX AT THE ENTRANCE
OF ZWAMADA KABUILDING
157 FRANCIS BAARD STREET
PRETORIA, 0002

Compulsory Briefing Sessions

First meeting

Date: 14 April 2016

Time: 10:00am

Venue: Hammersdale Dam (Site office)

Second meeting

Date: 9 May 2016

Time: 11:00am

Venue: Hammersdale Dam (Site office)

BIDDER: (Company address and stamp)

COMPILED BY: CHIEF DIRECTORATE CONSTRUCTION MANAGEMENT

DEPARTMENT OF WATER AND SANITATION

BID DWS19-0316 (WTE)

**THE DEMOLITION / LOWERING (BY SAW CUTTING) OF THE HAMMARSDALE DAM
CONCRETE SPILLWAY IN HAMMARSDALE AREA NEAR DURBAN, IN KZN PROVINCE**

CONTENTS

INVITATION TO BID (SBD 1)

SECTION 1: LEGALITIES

SECTION 2: CONDITIONS OF CONTRACT

SECTION 3: SPECIFICATIONS

SECTION 4: CONTRACTUAL REQUIREMENTS

SECTION 5: PRICING SCHEDULE

SECTION 6: DRAWINGS

INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE
DEPARTMENT OF WATER AND SANITATION**

BID NUMBER: BID **DWS19-0316 (WTE)**

CLOSING DATE: **19 MAY 2016**

CLOSING TIME: **11:00am**

**DESCRIPTION: THE DEMOLITION / LOWERING (BY SAW CUTTING) OF THE HAMMARSDALE DAM
CONCRETE SPILLWAY IN HAMMARSDALE AREA NEAR DURBAN, IN KZN PROVINCE**

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7)

BID DOCUMENTS MAY BE POSTED TO:

DIRECTOR- GENERAL: WATER AND SANITATION
PRIVATE BAG X313
PRETORIA, 0001

OR

DEPOSITED IN THE BID BOX SITUATED
ZWAMADAKA BUILDING

THE BID BOX SITUATED AT THE ENTRANCE OF
157 FRANCIS BAARD 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
YES or NO

[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: Water and Sanitation

Contact Person: Bid Office

Tel: (012) 336 3182/7066/7432

Fax: (012) 325 6963

E-mail address: BidEnquirieswte@dwa.gov.za DiraneJ@dws.gov.za HlazoT@dws.gov.za PlaatjieT@dws.gov.za
NdamaseA@dws.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr S B Majji

Tel: 017 720 1600

E-mail address: majjis@dws.gov.za

DEPARTMENT OF WATER AND SANITATION

BID DWS19-0316 (WTE)

**THE DEMOLITION / LOWERING (BY SAW CUTTING) OF THE HAMMARSDALE DAM
CONCRETE SPILLWAY IN HAMMARSDALE AREA NEAR DURBAN, IN KZN PROVINCE**

SECTION 1: LEGALITIES

CONTENTS

1. INSTRUCTIONS TO BIDDERS
2. TAX CLEARANCE REQUIREMENTS (SBD 2)
3. DECLARATION OF INTEREST (SBD 4)
4. PREFERENCE POINTS CLAIM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATION, 2011 (SBD 6.1)
5. DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8)
6. CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)
7. INSTRUCTIONS TO BIDDERS: PURCHASES (ANNEXURE 7)
8. VENDOR MASTER FORM (SAP)

DEPARTMENT OF WATER AND SANITATION

BID DWS19-0316 (WTE)

**THE DEMOLITION / LOWERING (BY SAW CUTTING) OF THE HAMMARSDALE DAM
CONCRETE SPILLWAY IN HAMMARSDALE AREA NEAR DURBAN, IN KZN PROVINCE**

1. INSTRUCTIONS TO BIDDERS

CONTENTS

1. ISSUING OF DOCUMENTS
2. QUERIES WITH RESPECT TO THIS BID
3. COMPLETION OF BIDS
4. SUBMISSION OF BIDS
5. SIGNATURE ON BIDS
6. GENERAL CONDITIONS OF CONTRACT
7. FORM SBD 1
8. PREFERENCE POINTS
9. BIDS TO COMPLY WITH DOCUMENTS
10. TELEGRAPHIC BIDS
11. THE DEPARTMENT'S RIGHT TO DECLINE ANY BID
12. DEPARTMENT IS NOT LIABLE FOR BIDDER'S EXPENSES
13. PAYMENTS MADE UNDER THIS CONTRACT
14. EVALUATION CRITERIA
15. REJECTION OF BIDS
16. RESULTS OF BIDS

INSTRUCTIONS TO BIDDERS

1. ISSUING OF DOCUMENTS

- (a) A document is issued to a prospective Bidder. These documents are obtainable, on payment of a R200-00 non-refundable bid fee, from:

Supply Chain Office
Entrance Zwamadaka Building
157 Francis Baard Street
PRETORIA
0002

Tel.: 012-336-7418 or 336 6979

- (b) Bidders must satisfy themselves that the document is complete and conform to the index of this document. Should any figures or writing be indistinct or should any pages be missing from this document or should this document or the drawing(s) contain any obvious errors, the Bidders must immediately notify the Department in order to have any discrepancy rectified or clarified before submitting his bid. Such clarification will be valid only if made by the Department by means of formal amendment as described hereunder prior to the date of submission of bids. The Department may issue amendments to clarify or modify the Bid Documents. A copy of each amendment will be issued to each bidder and shall be acknowledged on the form issued with the amendments. No claim whatsoever will be entertained for faults in the bid price resulting from the above-mentioned discrepancies.
- (c) No alterations, omissions or additions shall be made to this document, but should it be deemed necessary to do so, the Bidder is at liberty to qualify his bid.
- (d) All Bidders shall be deemed to have waived, renounced and abandoned any conditions printed or written upon any stationery used by them for the purpose of or in connection with the submission of bids which are in conflict with the conditions laid down in this document.

2. QUERIES WITH RESPECT TO THIS BID

Queries of a specific technical nature may be discussed personally or telephonically with Mr Sreenu B Majji, telephone 017 720 1600 or may be directed in writing to: The Director: Construction Management Support, Department of Water and Sanitation, Private Bag X 313, PRETORIA, 0001.

3. COMPLETION OF BIDS

- (a) The bid must be signed on the Invitation to Bid form (SBD 1) annexed hereto with all blanks in the bid and the appendix filled in.
- (b) All spaces in the bid forms and other annexure shall be completed in full.
- (c) Section 3 in the bid document and the Pricing Schedule must be fully completed and priced out by the bidder. Failure to do so will deem your bid invalid.
- (d) The bid documents shall not be separated in any way nor must any pages be detached from the original documents.

4. SUBMISSION OF BIDS

Two copies of the Bid Documents shall be duly completed, signed and submitted as follows:

- (a) The original Bid, together with a covering letter and supporting documents, shall be sealed in an envelope endorsed:

"ORIGINAL BID FOR BID DWS19-0316 (WTE): FOR THE DEMOLITION / LOWERING (BY SAW CUTTING) OF THE HAMMARSDALE DAM CONCRETE SPILLWAY IN HAMMARSDALE AREA NEAR DURBAN, IN KZN PROVINCE _

and the name of the Bidder shall be clearly shown.

- (b) The duplicate copy of the Bid, together with duplicate copies of the covering letter and supporting documents, shall be sealed in a separate envelope endorsed:

"DUPLICATE OF ORIGINAL BID FOR BID DWS19-0316 (WTE): FOR THE DEMOLITION / LOWERING (BY SAW CUTTING) OF THE HAMMARSDALE DAM CONCRETE SPILLWAY IN HAMMARSDALE AREA NEAR DURBAN, IN KZN PROVINCE _

and the name of the Bidder shall be clearly shown.

- (c) Both the `Original_ and `Duplicate_ copies of the Bid, each in their separate sealed envelopes, shall be placed in a single sealed envelope endorsed:

"ORIGINAL BID FOR BID DWS19-0316 (WTE): FOR THE DEMOLITION / LOWERING (BY SAW CUTTING) OF THE HAMMARSDALE DAM CONCRETE SPILLWAY IN HAMMARSDALE AREA NEAR DURBAN, IN KZN PROVINCE _

and the name of the Bidder shall be clearly shown.

- (d) Bids in duplicate, sealed and endorsed as above, will be received by: The Supply Chain Management Office or may be deposited in the bid box at the entrance of the Zwamadaka Building 157 Francis Baard Street, Pretoria and not later than 11:00 on the date stipulated on the front cover of this document.

5. SIGNATURE ON BIDS

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.

The successful bidder will be required to submit a `Letter from the manufacturer_ confirming the supply arrangement within 14 days after the approval of the bid.

Proof of a performance bond must be submitted within **30 days** after the receipt of a **"Letter of Notification to Bidder"** from this Department.

If the bid is submitted by joint venture of more than one person and/or Companies and/or firms it shall be accompanied by the following:

- (a) The original or a not arially certified copy of the original document under which such joint venture was constituted which must define precisely inter alia the conditions under which the joint venture will function, its period of duration and the participation of the several constituent persons and/or companies and/or firms.
- (b) A certificate signed by or on behalf of each participating person and/or company and/or firm authorising the person who signed the bid to do so.

6. GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract shall be regarded as an integral part of the contract documents.

7. FORM SBD 1

The copy of Form SBD 1 (Invitation to Bid), annexed to these documents, must be completed and signed by the Bidder. Failure to do so will deem your bid invalid.

8. PREFERENCE FOR EQUITY OWNERSHIP

Bidder desirous of claiming preference for equity ownership by previously disadvantaged individuals/women must fully complete and sign Form SBD 6.1 or no preference will be allowed. A copy of your company registration forms and a valid accredited B-BBEE Status Level Verification Certificate must be submitted with the bid document.

NOTICE TO ALL POTENTIAL BIDDERS

PLEASE NOTE THAT PREFERENCE POINTS CLAIMED IN THE STANDARD BIDDING DOCUMENT PROVIDED WILL BE AUDITED BY AN INDEPENDENT PROFESSIONAL SERVICE PROVIDER. SUPPLIERS THAT PROVIDE INCORRECT OR FALSE INFORMATION REGARDING THE OWNERSHIP OF THEIR COMPANY, RUNS THE RISK OF BEING PROSECUTED WITH THE POSSIBLE RESTRICTION FROM PARTICIPATING IN CONTRACT WITH ANY DEPARTMENT IN THE SPHERE OF GOVERNMENT. PARTICULAR ATTENTION SHOULD BE GIVEN TO THE CONTENT OF SBD 6.1, PARAGRAPH 9.8.

9. BIDDERS TO COMPLY WITH DOCUMENTS

Where applicable, Bidders must allow in their Bids for all labour, material, machinery and everything necessary for the execution and completion of the Contract in accordance with the bid documents. No alterations may be made in the Invitation to Bid, Schedule of Quantities or other documents and the bid will be deemed to comply entirely with the terms of the documents.

10. TELEGRAPHIC BIDS

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

11. THE DEPARTMENT'S RIGHT TO DECLINE ANY BID

The Department does not bind itself to accept the lowest or any bid.

12. DEPARTMENT NOT LIABLE FOR BIDDER'S EXPENSES

The Department will not be held liable for any expenses incurred in preparing and submitting bids.

13. PAYMENTS UNDER THE CONTRACT

All payments due to the Contractor in terms of the contract will be done by means of Electronic Fund Transfer.

Contractors must provide the necessary details of their bank account in a standardised form supplied by the department (SAP Vendor Master Form).

14. BID EVALUATION CRITERIA

Bids will be evaluated in accordance with the new Preferential Procurement Regulations, 2011, using 90/10 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000). The lowest acceptable bid will score 90 points for price and a maximum of 10 points will be awarded for attaining the Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.

The bid proposals received will be evaluated in three (3) phases. On phase 1: Administrative Compliance, phase 2: Technical Compliance. After the bidders had successfully passed this phase would the bid for Price and BBEE in accordance with the 90/10 preference points system as stipulated above and further detailed on phase 3.

14.1 Phase 1: Administrative Compliance

Only bidders that have passed phase 1 shall be considered for phase 2 of the evaluation process. All of the actions listed below must be complied with to enable the bidder to pass through to the next phase.

- 1) An original and valid tax clearance certificate must be submitted with the bid.
- 2) Company registration certificate (original or certified copy) Attach CIPRO/CIPC documents (original or certificates) and certified copies of Identities of all Directors
- 3) Completed and signed standard bidding documents (SBD1, SBD2, SBD 3.2, SBD 4, SBD 6.1, SBD 8, SBD 9)(If any confusion exists with the bidding price, then the price that the bidder noted in SBD 3.2 shall be taken as the correct price.)
- 4) Company must be registered with the UIF and it must be indicated on tax Clearance certificate. A letter issued out for bidding purposes from the Department of Labour would be considered.
- 5) Submit a current (may not be older than three (3) months) letter of good standing with the COIDA with the bid documents. A letter issued out for bidding purposes from the Department of Labour would be considered.
- 6) A compulsory site briefing must be attended by all potential bidders as indicated on the front page of this document
- 7) Method statements and risk assessments should be submitted.

14.2 Phase 2: Technical Evaluation and Specification Compliance

Only bidders that have passed phase 2 shall be considered for phase 3 of the evaluation process. All of the technical items listed below must be complied with to enable the bidder to pass through to the next phase:

- 1) Bidders must comply with all the technical specifications of this bid. Where the bidder thinks that he has an equivalent or better specification, then please state this in ANNEXURE A (Alterations by Bidder) and attach the third party (SABS, DQS or equivalent) certification with your bid. Bidders must complete `Comply/Not Comply_ section in the specification under Section 3: Specification.
- 2) Omission to complete and/or submit the listed documents will render your bid non responsive and the bid will not be considered for the phase 3 evaluation.
- 3) Proof of compliance to each of the standards (SANS & SABS) mentioned under the Technical Specification or equivalent Standards that is applicable to your the good that is covered in your bid should be supplied.
- 4) The bidder must have a CIDB grading of 3CE or 3SE.

14.3 Phase 3: Evaluation of Price and Preference Points Claimed

During this phase, bid proposals that passed the phase two will be further evaluated based on the 90/10 preference points system in accordance with the PPPFA Act, where 90 points will be attained in respect of price and 10 points will be awarded to a bidder for attaining the B-BBEE Status Level of Contribution in accordance with the table below:

In order to claim the B-BBEE Status Level of Contributor points, bidders must submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof, issued by accredited Verification Agency/s by SANAS or 11.2.3.2 Registered Auditor approved by Independent Regulatory Board of Auditor (IRBA), together with their bids to substantiate their B-BBEE rating claims. The Exempted Micro Enterprise must submit a letter from the Accounting Officer who is appointed in terms of Close Corporation Act. EME's are also allowed to submit a sworn affidavit (DTI template) to claim points.

Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process. They will score points out of 90 for price only and zero (0) points out of 10 for B-BBEE.

Bidders are requested to complete the preference claim form in order to claim preference points. The points scored by a bidder in respect of points indicated above will be added to the points scored for price.

The highest ranked bidder will be awarded the bid. It should be noted also that the Department reserve the right not to appoint any service provider.

A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

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.

15. REJECTION OF BID

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

16. RESULTS OF BIDS

Results of non-acceptance of bids will be sent to individual unsuccessful bidders and particulars of accepted bids are published weekly in the Government Tender Bulletin.

- TAX CLEARANCE REQUIREMENTS (SBD 2)
- DECLARATION OF INTEREST (SBD 4)
- DECLARATION OF PAST SUPPLY CHAINS MANAGEMENT PRACTICES (SBD 8)
- PREFERENCE POINTS (SBD 6.1)
- INSTRUCTIONS TO BIDDERS (ANNEXURE 7)
- CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)
- VENDOR MASTER FORM (SAP)



SBD 2

BID NO: DWS19-0316 WTE

THE DEMOLITION / LOWERING (BY SAW CUTTING) OF THE HAMMARSDALE DAM CONCRETE SPILLWAY IN HAMMARSDALE AREA NEAR DURBAN, IN KZN PROVINCE.

FORM A 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.

Application for a Tax Clearance Certificate

Purpose

Select the a
If "Good st

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Particulars

Name/Leg
(Initials & S
or registra

Trading na
(if applicab

ID/Passpo

Income Ta

VAT regist

Customs c

Telephone

E-mail add

Physical ad

Postal add

Audit

Are you currently aware of any Audit investigation against you/the company?.....

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of or .

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

CCYY - MM - DD

Signature of representative/agent Date

Name of representative/agent

Particula

Surname

First nam

ID/Passp

Telephon

E-mail ad

Physical i

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

CCYY - MM - DD

Signature of applicant/Public Officer Date

Name of applicant/
Public Officer

Notes:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

(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.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

PREFERENTIAL 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
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the **90/10** 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	ũ 90ũ ..
1.3.1.2	B-BBEE STATUS LEVEL OF CONTRIBUTION	ũ 10ũ ...
Total points for Price and B-BBEE must not exceed		ũ 100ũ

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:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = 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 [TICK APPLICABLE BOX]

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

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

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?</p> <p>(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)?</p> <p>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

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

1. 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.
2. 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.
3. 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.
4. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ 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.

SBD 9

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.

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Signature

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Date

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Position

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Name of Bidder

ANNEXURE 7

DEPARTMENT OF WATER AND SANITATION

INSTRUCTIONS TO BIDDERS: PURCHASES

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

ANNEXURE 7

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

DEPARTMENT OF WATER AND SANITATION

BID DWS19-0316 (WTE)

**THE DEMOLITION / LOWERING (BY SAW CUTTING) OF THE HAMMARSDALE DAM CONCRETE
SPILLWAY IN HAMMARSDALE AREA NEAR DURBAN, IN KZN PROVINCE**

SECTION 2: CONDITIONS OF CONTRACT

CONTENTS

- A. GENERAL CONDITIONS OF CONTRACT
- B. SPECIAL CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

A. GENERAL CONDITIONS OF CONTRACT

The Contract shall be governed by: `General Conditions of Contract_ which is attached to this bid document.

The only variations from these General Conditions of Contract shall be given in the Special conditions of Contract below.

B. SPECIAL CONDITIONS OF CONTRACT

***Delete which are not applicable**

1 Is the offer strictly in accordance with the conditions and specifications? *YES / NO

If not in accordance with the specification, furnish the deviations.

2 Period required for commencement with service after receipt of order.

3 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.

4 Is the bid price firm for the duration of the contract period? *YES / NO

5 **The Department of Water and Sanitation will not entertain any claims for non-firm price increases claimed at a later state. No exception will be made in this regard.**

TAKE NOTE

6 In the case where a potential successful bidder are a only a supplier but not the actual manufacturer and will procure the products from a manufacturer or another supplier and did not submit a letter from that manufacturer/supplier confirming firm supply arrangement(s) in this regard by the closing time of this bid, such a letter must be submitted within 14 days after the receipt of a **Letter of Notification to Bidder_** from this Department. Failure to comply with this requirement **within 14 calendar days** shall result n the bid being awarded to another bidder.

TAKE NOTE

7 A performance bond to the value of 10% of the total bid price will be required from the potential successful bidder proof of the performance bond must be submitted within **30 days** after the receipt of a **“Letter of Notification to Bidder”** from this Department. Failure to comply with this requirement **within 30 calendar days** shall result in the bid being awarded to another bidder.

TAKE NOTE

8 **WORKING PERIODS**

Work on site is required to commence within two weeks after award of the contract. It is a contractual requirement that the service, as described under scope of contract, be delivered as from the above mentioned date. Delivery to site is required within the stipulated time frame after receipt of an official order.

TAKE NOTE

The following times will be normal working hours: **6h30 to 16h30** from Monday to Friday, any work that will take place outside this times must be reported to the Site Agent prior to commencement of the work. Including the following

periods:

- (i) Fridays 15h00 to Mondays 6h30
- (ii) All public holidays
- (iii) The last Friday of the month
- (iv) The period 11 December to 6 January

The Bidder shall nominate a contract person with whom the Department will communicate, arrange and schedule site activities.

The ownership of and risk for the site where the successful bidder will be working will be pass to the successful bidder at the point of reporting to site until the completion of his work. i.e. where a signed acceptance take place.

GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TREASURY
Republic of South Africa



GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
JULY 2010

NATIONAL TREASURY: Republic of South Africa

GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT
July 2010

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TREASURY: Republic of South Africa 3

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 anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 **“Country of origin_** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 **“Day”** means calendar day.
 - 1.8 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
 - 1.9 **“Delivery ex stock_** means immediate delivery directly from stock actually on hand.
 - 1.10 **“Delivery into consignees store or to his site_** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods 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 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 goods 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 **Supplier**” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 **Tort**” means in breach of contract.
- 1.27 **Turnkey**” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product service required by the contract.
- 1.28 **Written**” or **in writing**_ means hand-written 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 (excluding professional services related to the building and construction industry), 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 goods, 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 nonrefundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

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.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

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.

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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 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 goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods 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 goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 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 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, and in any subsequent Instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the Contract.

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.

12. Transportation

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

13. Incidental Services

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

- (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, 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.
- 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 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, 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.
- 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.

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 or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 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 goods are required, or the supplier's services are not readily available.
- 21.4 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 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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 supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, 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 purchaser 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. Antidumping 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 favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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 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 for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the Purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.

34. Amendment of contracts

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices:

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of **restrictive practices** 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 of 1998.
- 35.3 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.

DEPARTMENT OF WATER AND SANITATION

BID DWS19-0316 (WTE)

**THE DEMOLITION / LOWERING (BY SAW CUTTING) OF THE HAMMARSDALE DAM
CONCRETE SPILLWAY IN HAMMARSDALE AREA NEAR DURBAN, IN KZN PROVINCE**

SECTION 3: SPECIFICATIONS

CONTENTS

1. CONDITIONS
2. SERVICES
3. STANDARD SPECIFICATION AND DEFINITIONS
4. SPECIFICATION
5. SCOPE OF CONTRACT
6. QUANTITIES REQUIRED
7. PROGRAMME OF WORKS
8. COST
9. TECHNICAL INFORMATION
10. WORKING PERIOD
11. BID PRICE AND DELIVERY PERIOD

NOTE:

Failure to indicate whether you comply or not comply in the Specification will invalidate the bid. (*Clearly indicate your compliance by either crossing out whichever is not applicable or circling whichever is applicable.)

SPECIFICATION

(*Indicate which is applicable)

1. CONDITIONS

In addition to the conditions set out in the document "General Conditions of Contract ", the following special conditions shall apply:

1.1 BRIEFING SESSION

Briefing Sessions.

The first compulsory briefing session:

Date: 14/04/2016

Time: 11:00

Place: Construction East Office (Hammersdale Dam)

The second compulsory briefing session:

Date: 19/05/2016

Time: 11:00

Place: Construction East Office (Hammersdale Dam)

NB!! Bidders who attended the first briefing session are not compelled/ bound to attend the second briefing session.

*Comply / Not Comply

1.2 CIDB REGISTRATION

The contractor must be registered at the CIDB and must have A CIDB classification of at least 3CE or 3SE.

The contractors proof of CIDB registration shall be submitted with the bid document at closure of the Bid

Failure to comply with the above will invalidate your Bid

*Comply / Not Comply

1.3 PERFORMANCE BOND

Proof of a performance bond must be submitted within 30 days after the receipt of a `Letter of Notification to Bidder_ from this Department.

*Comply / Not Comply

2. SERVICE

The service to be rendered is "the Demolition by Saw Cutting of the Hammarsdale Dam Concrete Spillway"

As more fully specified hereunder in sec. 6.1

*Comply / Not Comply

3. STANDARDS, SPECIFICATIONS AND DEFINITIONS APPLICABLE

The bid specification is supported by the SABS 1200 Standardised specifications and the relevant SANS standards.

*Comply / Not Comply

(*Indicate which is applicable)

For the purpose of this specification the definitions and abbreviations given in the specification and standards and the following shall apply:

4. SPECIFICATIONS

The successful bidder will be expected to provide the Method Statement, Health & Safety Plan and Risk assessments before closure of the Bid. APP also needs to approve the documents at Evaluation stage as a technical and safety requirement and precaution.

*Comply / Not Comply

Only Saw Cutting and / or Hydro-cutting methods of demolition will be allowed.

*Comply / Not Comply

Under no circumstances will the use of explosive or mechanical breaker be allowed on site.

*Comply / Not Comply

The successful bidder will be expected to keep his records of activities on site.

*Comply / Not Comply

The successful bidder will be expected to regularly submit his progress report to the site Agent or site engineer.

*Comply / Not Comply

The successful bidder will in the execution of the works comply with all the applicable Health & Safety and Environmental regulations.

*Comply / Not Comply

5. SCOPE OF CONTRACT

Bidder

The Bidder will be required to perform the following service as part of this contract:

(i) Demolition / Lowering the Concrete Dam Spillway by cutting of Notches on the existing Concrete spillway.

*Comply / Not Comply

(ii) Demolition to line and level in selected spillway notch to form a level control notch.

*Comply / Not Comply

6. QUANTITIES REQUIRED

The total estimated quantity of the work to be executed will be approximately:

Cutting of Spillway Notches:

Cutting of 5 notches in the existing concrete spillway as shown on the drawings.

*Comply / Not Comply

Extra over item 8.1.1 for Demolition to line and level of 160 m³ of the designated section of the existing spillway

*Comply / Not Comply

(*Indicate which is applicable)

Extra over item 8.1.2 for Diamond Saw cutting:

- a) 40m² Vertical saw cuts at outer edges.
- b) 148m² Horizontal saw cuts at finished new crest level.
- c) 296m² Intermediate horizontal saw cuts.
- d) 80m² intermediate vertical saw cuts

*Comply / Not Comply

Cutting of Level Control Notch:

Demolition to line and level in selected spillway notch to form a level control notch 1.2m deep x 0.8m wide.

*Comply / Not Comply

Extra over item 8.2.1 for Diamond Saw cutting:

- a) Vertical saw cuts at outer edges.
- b) Horizontal saw cuts at finished new crest level.
- c) Intermediate horizontal saw cuts.
- d) Intermediate vertical saw cuts.

*Comply / Not Comply

The Bidder will not be entitled to claim any form of compensation for any requirement variations in the total quantities or specific quantities whatsoever.

*Comply / Not Comply

7. COSTS

Bidders shall provide in their bid for all labour, plant, material, implements and vehicles necessary for the execution of the contract and all operating and maintenance costs in accordance with the bid documents.

*Comply / Not Comply

8. TECHNICAL INFORMATION

Where the answer to the question 'Is the offer strictly to specification' is 'No', the Bidder shall state ALL the variations and the reasons, if necessary on a separate sheet.

*Comply / Not Comply

Failure to complete the "Comply / Not Comply" column in the specification will result in the bid being disqualified as non-responsive.

*Comply / Not Comply

If stated 'Not Comply' reasons must be given for not comply with the specifications.

*Comply / Not Comply

9. BID PRICE AND DELIVERY PERIODS

All inclusive bid prices are required, meaning VAT, delivery and any other cost mentioned in the specification for the Bidders account must be included in the unit price. Firm bid prices and delivery periods are preferred. The following considerations shall apply in evaluating bids with differing price and delivery conditions:

*Comply / Not Comply

(*Indicate which is applicable)

Bidder may submit firm or non-firm prices.

Firm_ prices are deemed to be the prices which are only subject to the following statutory change:

- (a) VAT, (in the event that it is changed by government)
- (b) Any levy related to customs and excise (written proof must be given)

Non-firm_ prices are all prices other than firm_ prices as stipulated in paragraph 18.1.1.

In cases where non-firm prices are offered, a breakdown of the bid price reflecting the different portions of the bid price that might fluctuate must be indicated. It shall be stated whether prices will be subject to escalation in accordance with the provisions of the Departments User Manual or proposed escalation formulas shall be stated.

*Comply / Not Comply

When calculating comparative prices, non-firm prices may be loaded.

*Comply / Not Comply

Where a Bidder has not indicated whether his prices or delivery periods are firm or not, the bid price and delivery periods are deemed to be firm and the Bidder shall be bound thereby. No exceptions will be made.

*Comply / Not Comply

Expressions such as `soonest_ or `earliest_ or delivery periods which are unspecified are not acceptable.

*Comply / Not Comply

DEPARTMENT OF WATER AND SANITATION

BID DWS19-0316 (WTE)

**THE DEMOLITION / LOWERING (BY SAW CUTTING) OF THE HAMMARSDALE DAM
CONCRETE SPILLWAY IN HAMMARSDALE AREA NEAR DURBAN, IN KZN PROVINCE**

SECTION 4: CONTRACTUAL REQUIREMENTS

CONTENTS

1. QUANTITIES
2. SITE
3. PAYMENT
4. ROAD CONDITIONS AND DISTANCES
5. BIDDER'S EQUIPMENT
6. DELIVERY PERIOD
7. PENALTY FOR LATE DELIVERY
8. PREFERENCES
9. EVALUATION CRITERIA

NOTE:

The bidder must acquaint him/herself of the following contractual requirements (indicate acknowledgement by initialling in the "ACKNOWLEDGEMENT" column.

CONTRACTUAL REQUIREMENTS

(Indicate
acknowledgement)

1 QUANTITIES

The quantities set out in the schedule of Quantities are the estimated quantities of the contract works and cannot be guaranteed.

2 SITE

Hammarsdale Dam is situated on the Sterkspruit River, a tributary of uMlazi River in the Ethekeweni Municipal Area of Kwa Zulu-Natal. The dam is located 2 Km South East of Hammarsdale Town (at S29 48 18.0 E30 39 50.0).

3 PAYMENT

Payment will be made per claim certificate of completed work approved and signed by site engineer. The Department reserves the right to check and verify the quantities completed and claimed at any time.

Payment will be made monthly on receipt of specified tax invoices.

Payment will not be made for work unless supported by certificate duly signed by the official checking the works.

Escalation or price increases will only be paid if escalation / price increase formulas have been submitted by the Bidder in the bid document.

Payment will be done within 30 days of receipt and approval of original invoice by depositing the payment directly into the bank account of the successful bidder. No cash or cheque payment will be done.

Payment for standing time exceeding two hours will only be made if such standing time is a result of the action of the Department.

4 ROAD CONDITIONS AND DISTANCE

Bidders are advised to acquaint themselves with roads, road conditions, distances, etc. on and to the site, before bidding.

5 BIDDER'S EQUIPMENT

The Department will have the right to instruct the successful Bidder to repair or replace any equipment which is considered unsuitable for the execution of the works.

6 DELIVERY PERIOD

A firm delivery period is required. Adherence to bid delivery period is of utmost importance. Note that the penalty for late delivery prescribed in paragraph 17 of the Specification will be imposed.

7 PENALTY FOR LATE DELIVERY

If the Bidder fails to render the service within the period stipulated in the contract, the Department shall have the right, in its sole discretion either to deduct as a penalty as per clause 6 of the Special Conditions of Contract.

8 PREFERENCE

Standard Bidding Form SBD 6.1 will apply. A maximum of 10 points will be awarded for B-BBEE status. A valid accredited B-BBEE Status Level Verification Certificate must be submitted with the bid document in order to claim points.

9 PROGRAMME OF WORKS

The work will commence 14 days after receipt of an official order from DWS and will have a duration of no more than **2 months**.

Bidders shall provide a program in the form of a bar chart with their bids, together with the above production quantities and rates that shall be binding.

Failure to adhere to the program as provided by the bidder will result in implementation of measures prescribed in Clause 17.

DEPARTMENT OF WATER AND SANITATION

BID DWS19-0316 (WTE)

**THE DEMOLITION / LOWERING (BY SAW CUTTING) OF THE HAMMARSDALE DAM
CONCRETE SPILLWAY IN HAMMARSDALE AREA NEAR DURBAN, IN KZN PROVINCE**

SECTION 5: SBD3.1 – PRICING SCHEDULE

CONTENTS

PREAMBLE TO THE SBD 3.1 – PRICING SCHEDULE

SBD 3.1 – PRICING SCHEDULE

PREAMBLE TO THE SBD 3.1 – PRICING SCHEDULE

1. GENERAL

The SBD 3.1 forms part of the Contract Documents and must be read and priced in conjunction with all the other documents which include the Conditions of Contract and all other Specifications in the bid document.

2. QUANTITIES REFLECTED IN THE PRICING SCHEDULE

The quantities given in the SBD 3.1 can be subject to change. The Department reserves the right to only purchase one product per item or one item as indicated on SBD3.1.

The validity of the contract will in no way be affected by differences between the quantities in the SBD 3.1 and the quantities finally certified for payment.

3. PRICING OF THE SCHEDULE

The rates to be filled in the SDB 3.1 should include all costs. All rates and amounts quoted in the SBD 3.1 shall be in Rand and shall include VAT.

4. CORRECTION OF ENTRIES

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

**PRICING SCHEDULE
(Firm Prices)**

PRICING SCHEDULE FOR THE DEMOLITION / LOWERING (BY SAW CUTTING) OF THE HAMMARSDALE DAM CONCRETE SPILLWAY IN HAMMARSDALE AREA NEAR DURBAN, IN KZN PROVINCE

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

CLOSING TIME 11:00 ON: 19 MAY 2016

BID NO.: BID DWS19-0316 (WTE)

NAME OF BIDDER:

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

ITEM	QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1		Cutting of Spillway Notches:		
1.1	4 Notches	Cutting of notches in the existing concrete spillway as shown on the drawings, for number of notches.		
1.2	160 m ³	Extra over item 1.1 for Demolition to line and level of the designated section of the existing spillway		
1.3	1	Removal of demolished material from site		
2		Extra over item 1.2 for Diamond Saw cutting:		
2.1	40 m ²	Vertical saw cuts at outer edges.		
2.3	148 m ²	Horizontal saw cuts at finished new crest level.		
2.4	296 m ²	Intermediate horizontal saw cuts.		
2.5	80 m ²	Intermediate vertical saw cuts.		
			SUB TOTAL	
			VAT @ 14% (if applicable)	
			**TOTAL	

NOTE: ALL FIELDS ON THIS FORM SHOULD BE COMPLETED IN FULL. IF A FIELD IS NOT APPLICABLE, THE FIELD SHOULD BE INDICATED AS "NOT APPLICABLE".

THE DEPARTMENT OF WATER AND SANITATION WILL NOT ENTERTAIN ANY CLAIMS FOR NON-FIRM PRICES INCREASES CLAIMED AT A LATER DATE, UNLESS SUCH NON-FIRM PRICE ADJUSTMENTS ARE CLEARLY MOTIVATED IN THIS FORM.

Required by: DWS Construction East

At (Place of delivery): Hammersdale Dam
Delivery basis: To Site

Period required for services after receipt of order _____

Service period: *FIRM / NOT FIRM

Is the price firm? *YES / NO

If the price is not firm state the escalation formula / period:
(Please see note above) _____

Are you the manufacturer/ owner of the product offered? *YES / NO

Does the item offered comply with any recognise
Standards body, e.g. SABS? * YES / NO

If so furnish valid certificate to this end *ATTACHED / NOT ATTACHED

Is offer strictly to specification? * YES / NO

If not to specification, state deviation(s)

Is all the relevant information filled in completed in the
'Comply / Not Comply_ under Section 3 of the bid document *YES / NO

***Delete if not applicable**

*****All Applicable Taxes** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.**

NOTE: All delivery costs must be included in the bid price.
Failure to complete all the relevant information in SBD 3.1 will render your bid as non-responsive.

Any enquiries regarding bidding procedures may be directed to the
Department of Water and Sanitations
Supply Chain Management Office
Private Bag X313, Pretoria, 0001.
Tel: (012) 336-7418/8988

Or

For technical information
Mr Sreenu B Majji
017 720 1600
MajjiS@dws.gov.za