



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

DUE AT 11:00 ON

(CLOSING DATE: 17 JANUARY 2023)

DWS09 1122 WTE

**THE SUPPLY AND DELIVERY OF CONCRETE AGGREGATES, RIP RAP AND
FILTER MATERIALS TO THE DEPARTMENT OF WATER AND SANITATION,
KWAGGASKLOOF DAM**

SUBMIT BID DOCUMENTS TO:

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

OR

TO BE DEPOSITED IN:
THE BID BOX AT THE ENTRANCE
OF ZWAMADAKA BUILDING
157 FRANCIS BAARD STREET
PRETORIA, 0001

Compulsory briefing session

Date: 08 December 2022

Time: 10:00am

Venue: Kwaggaskloof Dam, in the Western Cape province

GPS Coordinates: 33.7711°S 19.4400°E

BIDDER: (Company Address OR Stamp)

COMPILED BY: CONSTRUCTION

DEPARTMENT OF WATER AND SANITATION

DWS09-1122 WTE

THE SUPPLY AND DELIVERY OF CONCRETE AGGREGATES, RIP RAP AND FILTER MATERIALS TO THE DEPARTMENT OF WATER AND SANITATION, KWAGGASKLOOF DAM

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DEPARTMENT OF WATER AND SANITATION

DWS09-1122 WTE

**THE SUPPLY AND DELIVERY OF CONCRETE AGGREGATES, RIP RAP AND FILTER MATERIALS TO
THE DEPARTMENT OF WATER AND SANITATION, KWAGGASKLOOF DAM**

T1 TENDERING PROCEDURES

- T1.1 PART A: INVITATION TO BID**
- T1.2 PART B: TERMS AND CONDITIONS FOR BIDDING**
- T1.3 CONDITIONS OF TENDER**

T1.1 PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DWS09-1122 WTE	CLOSING DATE:	17 January 2022	CLOSING TIME:	11:00
DESCRIPTION	THE SUPPLY AND DELIVERY OF CONCRETE AGGREGATES, RIP RAP AND FILTER MATERIALS TO THE DEPARTMENT OF WATER AND SANITATION, KWAGGASKLOOF DAM				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
THE BID BOX AT THE ENTRANCE					
OF ZWAMADAKA BUILDING					
157 FRANCIS BAARD STREET, PRETORIA, 0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Bid Office		CONTACT PERSON	James Van der Heever	
TELEPHONE NUMBER	012 336-6562 / 7780 / 8241 / 7596		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	bidenquirieswte@dws.gov.za		E-MAIL ADDRESS	VanDerheeverJ@dws.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**T1.2 PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

DEPARTMENT OF WATER AND SANITATION

DWS09 1122 WTE

THE SUPPLY AND DELIVERY OF CONCRETE AGGREGATES, RIP RAP AND FILTER MATERIALS TO THE DEPARTMENT OF WATER AND SANITATION, KWAGGASKLOOF DAM

T1.3 CONDITIONS OF TENDER

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11. Rejection of bids
12. Results of Bids

T1.3 CONDITIONS OF TENDER

1. ISSUING OF DOCUMENTS

- (a) A complete set of bid documents are available from the DWS website.
- (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.
- (e) Each page of the completed document that will be submitted should be initialled by the Bidder at the bottom of the page.

2. QUERIES WITH RESPECT TO THIS BID

Bidding enquiries may be directed to and technical BidenquiriesWTE@dws.gov.za and technical enquiries may be directed to VanDerHeeverJ@dws.gov.za

3. ELIGIBILITY

An Entity is not eligible to submit a bid if:

- (a) the bidder does not comply with the legal requirements of the Department's Procurement as stated in paragraph 10.
- (b) the Entity submitting the bid is under restrictions or has principals who are under restriction to participate in the Department's procurement due to corrupt or fraudulent practices;
- (c) the Bidder does not have the legal capacity to enter into the contract;
- (d) the Entity submitting the bid is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;
- (e) the Bidder cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
- (f) the Bidder cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract;
- (g) the Bidder has failed to perform on any previous contract and has been given a written notice to this effect;
- (h) the Bidder or a competent authorized representative of the Entity who submitted the tender has not attended the compulsory clarification meeting or site inspection if applicable;
- (i) the bid offer is not signed by a person authorized to sign on behalf of the Bidder;

- (j) more than one bid has been submitted by a Bidder. Each Bidder shall submit only one bid for the same project, either individually as a Bidder or as a partner in a joint venture. No Entity can be a subcontractor while submitting a bid individually or as a partner of a joint venture in the same bidding process. An Entity, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity. A Bidder who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.

4. COMPLETION OF BIDS

- (a) The bid must be signed on Part A Invitation to Bid form (SBD 1) with all blanks filled in Part A Invitation to Bid and Part B Terms and Conditions for Bidding.
- (b) All forms and schedules as per section T2.1 shall be completed in full. The documents as per section T2.2 shall be submitted.
- (c) **The Pricing Schedule in Section C3 of the bid document 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.
- (e) Each page of the completed document that will be submitted should be initialled by the Bidder at the bottom of the page.
- (f) Not make any alterations or additions to the bid documents, except to comply with instructions issued by the Department, or necessary to correct errors made by the Bidder. All signatories to the bid offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited
- (g) Submit alternative bid offers only if a main bid offer, strictly in accordance with all the requirements of the bid documents, is also submitted. The alternative bid offer is to be submitted with the main bid offer together with a schedule that compares the requirements of the bid documents with the alternative requirements the Bidder proposes.

5. SUBMISSION OF BIDS

The successful bidder will be required to submit a "Letter from the manufacturer" confirming the supply arrangement 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 in the bid being awarded to another bidder

The Bid Document shall be 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 DWS09-1122 WTE FOR BID: THE SUPPLY AND DELIVERY OF CONCRETE AGGREGATES, RIP RAP AND FILTER MATERIALS TO THE DEPARTMENT OF WATER AND SANITATION, KWAGGASKLOOF DAM

and the name of the Bidder shall be clearly shown

- (b) Bids sealed and endorsed as above, will be received by: The Supply Chain Management office or may be deposit 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.

6. SIGNATURE ON BIDS

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 notarial 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.

7. TELEGRAPHIC BIDS

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

8. THE DEPARTMENTS RIGHT TO DECLINE ANY BID

The Department may accept or decline any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Department shall not accept or incur any liability to a tenderer for such cancellation and decline. The Department does not bind itself to accept the lowest or any bid.

9. DEPARTMENT NOT LIABLE FOR BIDDER'S EXPENSES

The Department will not be held liable for any expenses incurred in preparing and submitting bids, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

10. EVALUATION CRITERIA

Bids will be evaluated in accordance with the new Preferential Procurement Regulations, 2017, using 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000). The lowest acceptable bid will score 80 points for price and a maximum of 20 points will be awarded for attaining the Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution. Bids received will be evaluated on the five (5) phases namely **Mandatory requirements, Pre-qualification criteria, Administrative compliance, Submitting and testing of samples and Price and Preference Points Claimed.**

Phase 1:

Mandatory requirements

Failure to attend compulsory briefing session will render your bid non-responsive and will be disqualified.

No	Criteria	Yes	No
1	Attendance of compulsory briefing session		

Phase 2:

Prequalification criteria

Preferential procurement regulations, 2017, regulation 4

To give effect to the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act (Act No 5 of 2000), the prequalification criteria in terms of regulation 4 will be applicable.

- **B-BBEE Status Level of contributor**

Level 1	Level 2
X	X

- **EME or QSE**

EME	QSE
X	X

- Bidders will be prequalified on the basis of attaining B-BBEE Status Level 1 or 2 to be eligible for further evaluation. Bidders with B-BBEE Status Level other than 1 or 2 will not be eligible for further evaluation.
- NB: Bidders are requested to submit a copy of valid B-BBEE certificate or original Sworn Affidavit
- Bidders who are EME or QSE will be considered for this bid. Bidders who are not EME or QSE will not be eligible for further evaluation.

Phase 3:

Administrative Compliance:

Bidders are required to comply with the following listed below:

No	Criteria	Yes	No
1	Companies must be registered with National Treasury's Central Supplier Database. Provide MAAA number on SBD1		
2	Tax compliance status pin code (to be verified through CSD or SARS) Attach a copy of Tax compliance pin page		
3	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach copy of CIPC / CIPRO certificate.		
4	The Bid must be signed by a director of the company or a duly authorised person and proof of such authority must be submitted with the bid		
5	Valid B-BBEE Certificate or copies thereof, (failure to submit, the Bidder will forfeit the preferential points to be claimed) or sworn affidavit in the case of an EME		
6	Complete, sign, submit SBD 1, SBD 3.1, SBD 4, SBD 6.1		
7.	A valid letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 or from "Federated Employers Mutual Assurance (FEMA)		

Phase 4:

Submitting and Testing of Samples:

Bidders that passed phase 3 of the evaluation criteria will be contacted to submit samples within 10 working days after receipt of official request. The bid will be evaluated using below criteria and failure to comply with all the specifications as listed will render your bid as not to specification and non-responsive and the bid will not be considered for phase 5 evaluation.

- (a) Samples should be submitted within 10 working days after receipt of official request for submission of samples as per Clause PS 10 of the Project Specification under Section 2.
- (b) Test result must be in compliance with Standard Specifications as set out under Section 2: Project Specification
- (c) The sample identification card should be attached to the bag of the sample. There should also be a copy of this card be put in the sample bag to ensure that if the outside Sample Identification card gets lost, the sample can still be identified

Phase 5:

Evaluation of Price and Preference Points Claimed:

During this phase, bid proposals that passed the phase 4 will be further evaluated based on the 80/20 preference points system in accordance with the PPPFA Act, where 80 points will be attained in respect of price and 20 points will be awarded to a bidder for attaining the B-BBEE Status Level of Contribution.

The bidder scoring the highest points in phase 5 price and preference (80/20) will be recommended for award.

Attach a copy of valid B-BBEE Status Level Verification Certificate . Tenderers who qualify as Exempted Micro Enterprises (EME) may submit an original Sworn Affidavit signed by the EME representative and attested by a Commissioner of Oaths confirming its annual total revenue of R10 million or less and indicating B-BBEE Level Contributor. Alternatively, the bidder may submit a valid B-BBEE Certificate for Exempted Micro Enterprises issued by the Companies & Intellectual Property Commission (CIPC) on behalf of the Department of Trade and Industry on 24 April 2018.

In the case of Qualifying Small Enterprises (QSE), if the bidding entity is more than 51% black owned, the bidder may submit an original valid Sworn Affidavit, signed by the QSE representative and attested by a Commissioner of Oaths. (in line with the Justices of the Peace and Commissioners of Oaths Act, 1963). If the QSE is less than 51% black owned, then the bidding entity will be required to provide a copy of valid BBBEE Certificate ..

Only B-BBEE Status Level Verification Certificates issued by agencies accredited by SANAS will be accepted. In case of a trust, consortium or joint venture, all bidders must submit a valid consolidated B-BBEE Status Level Verification Certificate issued by an agency accredited by SANAS .

BIDDERS ARE REQUESTED NOT TO MAKE A COPY OF THE DOCUMENT WHICH HAS ALREADY BEEN CERTIFIED FOR TENDERING PURPOSES!!

11. REJECTION OF BID

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

12. RESULTS OF BIDS

Results of non-acceptance of bids will be sent to individual unsuccessful bidders. Particulars of accepted bids will be on Department of Water and Sanitation website and National Treasury e-tender portal . The Department reserves the right to award bid to more than one supplier/vendor

T2.1 FORMS TO BE COMPLETED

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature Date
..... Position Name of bidder

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

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2017**

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, 2017.

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 R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 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

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“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 goods or services, through price quotations, advertised competitive

bidding processes or proposals;

- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (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	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2

Non-compliant contributor	0	0
---------------------------	---	---

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 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 or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety

- Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

T2.2 (a) SCHEDULES TO BE SUBMITTED

SCHEDULE OF SIMILAR WORK UNDERTAKEN-(SUPPLY AND DELIVERY OF CONCRETE AGGREGATES RIP RAP AND FILTER MATERIAL)

The following is a statement of work of similar nature recently successfully executed by myself / ourselves:

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

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

DATE:

ADDITIONAL INFORMATION

The following documentation to be included after this page:

- A copy of the “Letter from the Manufacturer” confirming the supply arrangement
- A copy of SANS Certificate of Compliance to Standard

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

DATE:

**DEPARTMENT OF WATER AND SANITATION
DWS09-1122 WTE**

THE SUPPLY AND DELIVERY OF CONCRETE AGGREGATES, RIP RAP AND FILTER MATERIALS TO THE DEPARTMENT OF WATER AND SANITATION, KWAGGASKLOOF DAM

C1 CONTRACT DATA

- C1.1 GENERAL CONDITIONS OF CONTRACT
- C1.2 SPECIAL CONDITIONS OF CONTRACT

C1.1: GENERAL CONDITIONS OF CONTRACT

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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General Conditions of Tender

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 supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or

revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.

- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
- 9. Packing**
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and documents**
- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.
- 11. Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental services**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract.

The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

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

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

- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

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.

- 24. Anti-dumping and countervailing duties and rights**
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent.
- In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or 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 in SCC.
- 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**
- 32.1 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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

C1.2 SPECIAL CONDITIONS OF CONTRACT

Item	Sub- Clause	Data
Application	2.2	Additional specifications follow from clause 33 below.
Performance Security	7.1	No performance security is required.
Packing	9.2	The material will be transported in suitable trucks.
Delivery and documents	10.1	Each consignment will be delivered to the designated store yard at the site, accompanied by the necessary delivery documents, stating the tender number, item description and quantity delivered.
	10.2	These documents will be signed on delivery by a designated person. A copy of the delivery note will be provided to the designated person.
Insurance	11.1	It is the supplier's responsibility to be fully insured against loss or damage incidental to manufacture or acquisition and transportation till it is delivered to site.
Transportation	12.1	An all-inclusive delivered price is required.
Incidental services	13.1	No additional services are required.
Spare parts	14	Not applicable.
Warranty	15	Not applicable.
Payment	16.1	<p>Payment will be made once every month. The payment will be made from the 1st day of the month to the last day of the month. An original Tax Invoice clearly stating the items and quantities delivered should be provided to the client.</p> <p>Payment will be done within 30 days of receipt of the Tax Invoice by depositing the payment directly into the bank account of the successful bidder.</p> <p>No cash payment will be done.</p>
	16.4	Payment will be made in Rand.
Prices	17.1	Only price adjustments in accordance with the escalation formula as contained in the Pricing Schedule SBD 3.2 will be considered.
Settlement of Disputes	27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure by court of Law.
Applicable law	30.1	The contract shall be interpreted in accordance with South African laws.
Additional Special conditions	33	None

**DEPARTMENT OF WATER AND SANITATION
DWS09-1122 WTE**

**THE SUPPLY AND DELIVERY OF CONCRETE AGGREGATES, RIP RAP AND FILTER
MATERIALS TO THE DEPARTMENT OF WATER AND SANITATION, KWAGGASKLOOF DAM**

C2 SPECIFICATIONS

CONTENT

- C2.1 STANDARD SPECIFICATION**
- C2.2 PROJECT SPECIFICATION**

C2.1 STANDARD SPECIFICATION

SS 1 APPLICABLE STANDARD SPECIFICATIONS

In the event of any discrepancy between a part or parts of the Standardised and the Project Specifications, the Project Specifications and Particular Specifications shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the Bill of Quantities, the discrepancy shall be resolved by the Employer before the execution of the work under the relevant item.

The applicable standard specifications are mentioned in the Project Specification and Particular specification

C 2.2 PROJECT SPECIFICATIONS

PS 1. PROJECT DESCRIPTION

The Department of Water and Sanitation's Construction Division has been appointed to undertake the rehabilitation works of the Kwaggaskloof Dam Safety Rehabilitation Project to improve the redundancy of the water supply at the dam and to create a safe environment. The scope of the rehabilitation works is:

1. REHABILITATION OF THE DOWNSTREAM DRAINAGE WORKS:
2. REDUCE EROSION OF THE LEFT BANK OF THE RESERVOIR
3. INCREASE THE REDUNDANCY OF THE OUTLET WORKS

PS 2. LOCATION AND ACCESS TO SITE

Kwaggaskloof dam forms part of the Greater Brandvlei Scheme. The Scheme is an off-river storage reservoir situated on the right bank of the Breede river and located approximately 14.5km south of Worcester in the Western Cape Province. The Kwaggaskloof embankment is one of nine embankments which impound the Greater Brandvlei reservoir

Access to the downstream toe of the dam wall, the right downstream side of the outlet works and the pump station is gained via a short section of existing gravel road which runs from the R43 road (Worcester/Villiersdorp) turn-off. Access to the left side of the outlet works, Non-Overspill Crest (NOC) and inlet works can be provided through an access bridge over the outlet works canal (route 2) or an alternative gravel road which can also be accessed from the R43 road. Access to the right downstream toe or the dam for recreational purposes is controlled by means of the Kwaggaskloof Waterski Club.

The site is located at the following co-ordinates:
33° 45' 41"S 19° 28' 28"E

PS 3. SCOPE OF WORK

PS 3.1 SERVICE REQUIRED

The service required is for the Supply and delivery of Concrete aggregates, rip rap and filter materials to Kwaggaskloof dam as listed in SBD 3.2

Note:

The Department reserves the right to:

- 1. Purchase only one or more items as required; and/or**
- 2. Purchase from different Bidders**

PS 3.2 SUPPLIERS

In the event where the bidder is only a supplier and not the manufacturer (producer), the successful bidder will be required to submit a "Letter from the Manufacturer (Producer)" confirming supply arrangement and sufficient stock availability within 14 days after receipt of letter of notification

A copy of the "Letter from the producer" confirming the supply arrangement and confirming sufficient stock availability at the required rate for the duration of the bid period"

PS 3.3 MATERIAL SPECIFICATIONS

3.3.1 STOCKPILES

The Contractor shall maintain the stockpiles in order to -

- Provide adequate capacity to ensure no interruption to the construction processes or his own quarrying or crushing operations.
- Ensure separate storage areas for different types and sizes of material such that no contamination between sizes or products occurs.
- Ensure that there is no intermixing of materials or contamination by deleterious matter.
- Ensure that there is no segregation.
- Restrict the height of stockpiles to less than 3m.

3.3.2 FINE AGGREGATE (SAND) FOR CONCRETE

Sands from natural sources that have been suitably selected and washed to remove organic material and clay, etc. may be blended with a manufactured sand (i.e. Crusher dust) to achieve a combined sand which conforms to the specification.

The fine aggregate shall meet the requirements of sand for concrete in SANS 1083, except the grading which shall meet the requirements of Table below and shall have no property which, in the opinion of the Employer, could adversely affect the concrete.

Sieve size	Mass (%) passing		Test Method
	Upper Limit	Lower Limit	
9,5 mm	100	100	SANS 201
6,7mm	100	100	
4,75 mm	100	90	
2,36 mm	95	75	
1,18 mm	85	60	
0,600 mm	70	40	
0,300 mm	35	15	
0,150 mm	20	5	
0,075 mm	5	0	

The sand may be of either class specified in Table 1 of SANS 1083 or may be a blend of both classes.

The Fineness Modulus shall be between 1,95 and 3,15 and, if necessary, shall be achieved by the blending of, at most, two types of sand.

Different types and classes of sand shall be separately stockpiled.

The Contractor shall submit for approval the Fineness Modulus that he proposes to adopt for the sand and after approval the actual value of the Fineness Modulus shall not differ from the approved value by more than 0,2.

The sand shall be tested for the following properties:

Test	Value	Test Method
Methylene Blue adsorption Value (MBV) (max)	0,7	SANS 6243
Clay content material < 5 micron (mass, % max)	2,0	SANS 6241
Chloride content, expressed as Cl (mass, % max)	0,03	SANS 202
Organic impurities	< 3	SANS 5832
Presence of sugar	0	SANS 5833
Non-soluble deleterious material including material of low density in each size fraction (% max)	2	SANS 5837
Water absorption (%max)	2,0	SANS 5843

The aggregate shall meet the requirements of a structure where shrinkage is important.

The bidder may also offer sand that does not comply with the grading specification, to be blended with the sand of another bidder that also does not comply with the grading specification, in order to obtain sand that does comply with the specification, and all other specifications. In this case the Department reserves the right to award the supply of the two sands to two different bidders in amounts that will be decided by the Department.

3.3.3 COARSE AGGREGATE (STONE) FOR CONCRETE

The coarse aggregates shall meet the requirements of stone for concrete in SANS 1083, except the grading which shall meet the requirements of the table below and shall not have any property, which in the opinion of the Employer, could adversely affect the concrete.

Sieve size	Mass (%) passing		Test Method
	Upper Limit	Lower Limit	
26,5 mm	100	100	SANS 201
19,0 mm	100	85	
13,2 mm	50	0	
9,5 mm	25	0	
6,7mm	5	0	

Dust content, material that passes a 75 micron sieve, (mass %, max) 2

The coarse aggregate shall be stockpiled as directed by the Employer.

The stone shall be tested for the following properties:

Property	Value	Test Method
10% FACT value of less than 13,2mm and more than 9,5mm fraction (dry), kN (min)	110	SANS 5842
Shape (voids content, % max)	48	SANS 5845
Soundness and durability (loss in mass, % max) (sodium and magnesium sulphate method)	8	ASTM C88
Abrasion resistance (% max)	48	SANS 5846
Content of material of low density (each size fraction, % max)	2	SANS 5837

Water absorption (% max)	1,0	SANS 5843
Flakiness Index	24	SANS Method 5847

The aggregate shall meet the requirements of a structure where shrinkage is important. A spherical particle shape is preferred.

3.3.4 RIP RAP

All stone for rip-rap shall be rock of a petrographic type approved by the Employer and shall be quarry or excavation run processed only to remove excess fines or to remove or degrade oversize particles and shall meet the following requirements:

- Be hard, dense, durable quarried rock that is free from weathering, cracks, seams and other defects that will cause rapid or excessive deterioration or degradation during service;
- Contain not more than 5% by mass in total impurities (undesirable material) such as individual pieces of rip- rap which do not meet the quality requirements as specified and which can be visually differentiated from satisfactory pieces, plus dirt, sand, clay, rock fines and material of low density;
- The specific gravity of the individual particles shall be greater than 2,6;
- The dry 10% FACT value determined in accordance with SANS 5842 and shall be not less than 110kN;
- The wet 10% FACT value determined in accordance with SANS 5842 and shall be not less than 75% of the determined dry value;
- The loss after 5 cycles measured by the modified magnesium sulphate soundness test shall not be greater than 8%; and

The shape of the individual particles shall be such that the minimum dimension is not less than 65% of the dimension of the smallest square mesh or sizing square through which the particle will pass and is also not less than 40% of the maximum dimension of the particle.

The required grading is:

Grading Sieve size (mm)	Mass (%) passing	
	Upper Limit	Lower Limit
2000	100	100
1000	100	85
500	85	50
200	46	6
100	15	0
75	9	0
53	5	0
37,5	1	0

The rip rap shall be a D₅₀ = 450 class.

3.3.5 FINE FILTER MATERIAL

The filter sand shall be a clean, natural sand or a manufactured sand and shall comply with the grading as specified in the Table below. The filter material shall be sound and no friable or organic material shall be present.

Grading Sieve size	Mass (%) passing		Test Method
	Upper Limit	Lower Limit	
19,0mm	100	100	SANS 201
13,2mm	100	93	
9,5 mm	100	90	
6,7mm	100	84	
4,75 mm	100	74	
2,36 mm	92	46	
1,18 mm	70	16	
0,600 mm	42	0	
0,300 mm	17	0	
0,150 mm	12	0	
0,075 mm	9	0	

The fines (material with particle size less than 0,425 mm) in the filter aggregate shall be non-plastic and no clay will be allowed. **The fines content (material with particle size less than 0.075mm) shall be washed out if the fine filter is not natural sand.**

The fine filter shall be tested for the following properties:

Test	Value	Test Method
Chloride content, expressed as Cl (mass, % max)	0,03	SANS 202
Organic impurities	< 3	SANS 5832
Presence of sugar	0	SANS 5833
Non-soluble deleterious material including material of low density in each size fraction (% max)	2	SANS 5837
Water absorption (% max)	2,0	SANS 5843

3.3.6 Sand Bedding

The sand bedding shall be a clean, natural sand or a manufactured sand and shall comply with the grading as specified in the Table below. The sand bedding material shall be sound and no friable or organic material shall be present.

Grading	Mass (%) passing		Test Method
	Upper Limit	Lower Limit	
Sieve size			SANS 201
19,0mm	100	100	
13,2mm	100	98	
9,5 mm	100	96	
6,7mm	100	94	
4,75 mm	100	90	
2,36 mm	98	69	
1,18 mm	68	38	
0,600 mm	39	10	
0,300 mm	11	0	
0,150 mm	6	0	
0,1 mm	0	0	

The fines (material with particle size less than 0,425 mm) in the filter aggregate shall be non-plastic and no clay will be allowed. **The fines content (material with particle size less than 0.1mm) shall be washed out.**

The sand bedding shall be tested for the following properties:

Test	Value	Test Method
Chloride content, expressed as Cl (mass, % max)	0,03	SANS 202
Organic impurities	< 3	SANS 5832
Presence of sugar	0	SANS 5833
Non-soluble deleterious material including material of low density in each size fraction (% max)	2	SANS 5837
Water absorption (% max)	2,0	SANS 5843

3.3.7 Gravel Bedding Material

The gravel bedding shall be a clean, natural sand or a manufactured sand and shall comply with the grading as specified in the Table below. The gravel bedding shall be sound and no friable or organic material shall be present.

Grading	Mass (%) passing		Test Method
	Upper Limit	Lower Limit	
Sieve size mm			SANS 201
200,0	100	100	
100,0	100	95	
75,0	100	90	
53,0	100	76	
37,5	92	62	
26,5	75	45	
19,0	60	30	
13,2	44	15	
9,5	30	2	
6,7	15	0	
4,75	9	0	
2,36	1	0	
1,18	0	0	

The fines (material with particle size less than 0,425 mm) in the filter aggregate shall be non-plastic and no clay will be allowed.

The gravel bedding shall be tested for the following properties:

Test	Value	Test Method
Chloride content, expressed as Cl (mass, % max)	0,03	SANS 202
Organic impurities	< 3	SANS 5832
Presence of sugar	0	SANS 5833
Non-soluble deleterious material including material of low density in each size fraction (% max)	2	SANS 5837
Water absorption (% max)	2,0	SANS 5843

3.3.8 Paving Sand

The paving sand shall be a clean, natural sand or a manufactured sand and shall comply with the grading as specified in the Table below. The filter material shall be sound and no friable or organic material shall be present.

Grading	Mass (%) passing		Test Method
	Upper Limit	Lower Limit	
Sieve size mm			SANS 201
9,5	100	100	
4,75	100	95	
2,36	100	80	
1,18	85	50	
0,600	60	25	
0,300	30	10	
0,150	15	5	
0,075	10	0	

The paving sand shall be tested for the following properties:

Test	Value	Test Method
Chloride content, expressed as Cl (mass, % max)	0,03	SANS 202
Organic impurities	< 3	SANS 5832
Presence of sugar	0	SANS 5833

Non-soluble deleterious material including material of low density in each size fraction (% max)	2	SANS 5837
Water absorption (% max)	2,0	SANS 5843

PS 3.4 ACCEPTANCE CRITERIA

3.4.1 Should any problem be reported to the supplier concerning the product, the following response times are expected:

- Within 24 hours a representative of the supplier should be on site to collect samples or assist in solving the problem
- Within 28 hours there should be a solution to the problem or if not possible, replacement products should be on site within 48 hours at the supplier's expense.

Any defected product should be replaced at the supplier's expense

The delivered material will be regarded as being similar to the submitted sample if in accordance with the adjusted grading envelope for the successful bidder

3.4.2 Natural sands

For natural sands (pit, dune, or river) the sample submitted shall be deemed as the reference from which a grading envelope will be set up for acceptance or rejection. No delivered material with a variation in Fineness Modulus (FM) greater than ± 0.2 will be accepted and shall be removed by the Contractor at own cost.

3.4.3 Manufactured sand

For manufactured sand (manufactured from the mechanical crushing or milling of rock), from existing quarries, the sample submitted shall be deemed as the reference from which a grading envelope will be set up for acceptance or rejection. No delivered material with a variation in FM greater than ± 0.2 , will be accepted and shall be removed by the Contractor at own cost.

3.4.4 Manufactured stone (coarse aggregate)

For stone from existing quarries the sample submitted shall be deemed as the reference for future deliveries. The percentage retained on any sieve shall not vary by more than 5 (five) percentage points from the reference. Rejected material shall be removed by the Contractor at own cost.

3.4.5 Rip Rap

Delivered material shall conform to the specification

3.4.6 Fine filter

For crusher run from existing quarries, the sample submitted shall be deemed as the reference for future deliveries, and the percentage retained on any sieve shall not vary by more than 5 (five) percentage points from the reference. Rejected material shall be removed by the contractor at own cost.

3.4.7 Sand Bedding

For sand bedding the sample submitted shall be deemed as the reference for future deliveries, and the percentage retained on any sieve shall not vary by more than 5 (five) percentage points from the reference. Rejected material shall be removed by the contractor at own cost.

3.4.8 Gravel Bedding

For gravel bedding the sample submitted shall be deemed as the reference for future deliveries, and the percentage retained on any sieve shall not vary by more than 5 (five) percentage points from the reference. Rejected material shall be removed by the contractor at own cost.

3.4.9 Paving Sand

For paving sand the sample submitted shall be deemed as the reference for future deliveries, and the percentage retained on any sieve shall not vary by more than 5 (five) percentage points from the reference. Rejected material shall be removed by the contractor at own cost.

3.4.10 Testing

The testing of the various materials shall be in accordance with the relevant SANS Methods.

A copy of all test results, as per the specifications above, from an accredited laboratory must be submitted for all materials with the tender.

PS 4 PROGRAMME

- 4.1 Delivery will be for a period of 15 months. Delivery will commence not later the 14 days from the receipt of an official order.
- 4.2 The Bidder shall supply the Department, one week prior to the commencement of the first delivery with an adequate sample of the material. This requirement is additional to the supply of samples specified in the PS 10.

PS 5 QUANTITIES

- 5.1 The total quantity of various aggregates to be delivered will be approximately 18300 ton of material.
- 5.2 Peak rates

The required production quantities and rates shall be binding. Note that higher peak rates may be required.

The Contractor shall be deemed to have allowed fully, in his tendered rates and prices as well as in his programme, for all possible delays due to normal adverse weather conditions and special non-working days.

The quantities given below represent substantially the total construction requirement. Actual quantities required will vary. The Contractor will not be entitled to claim any form of compensation over and above the rates, for any requirement variations in total quantities or specific product quantities whatsoever.

Production rates given below represent specific contractual requirements and are binding on the Contractor. Note that quantities given shall be added together to obtain the total required output and total monthly output. Monthly requirements shall be graded in the same proportions according to size as given for total quantities unless otherwise determined by the Employer.

Stockpiles which are reduced to below the minimum quantities given below shall be replenished at the specified peak rates applicable.

<u>Product</u>	<u>Total tons</u>	<u>Peak rate Tons/month</u>	<u>Minimum rate Tons/month</u>	<u>Minimum Stockpile</u>
Concrete sand	1 700	400	100	400
Concrete Stone	2 200	400	100	400
Rip Rap	8 900	4000	2000	2000
Fine Filter	800	200	100	100
Sand Bedding	2 250	750	500	500
Gravel Bedding	2 250	750	500	500
Paving Sand	200	100	50	50

Quantities of aggregate are masses in metric ton of dry material required and for which measurement and par payment will be made. Dry material is defined as material having 0% moisture content.

Note higher peak rates may be considered but that lower monthly minimum rates are not acceptable. No claims for additional costs for higher peak rates will be accepted.

PS 6 DELIVERY

6.1 Deliveries may be made during working hours: 07h00 to 16h00, but not on the following days or periods:

- (i) Fridays 14h00 to Mondays 07h00.
- (ii) All public holidays.
- (iii) The period 09 December to 10 January.
- (iv) The last Friday of every month

Unless otherwise agreed before delivery.

6.2 The delivery address is:
Construction South – Kwaggaskloof dam in the Western Cape

6.3 The suppliers shall nominate a contact person with whom the Department will arrange and schedule deliveries. Orders for material will be placed 48 hours before delivery is required. Failure to deliver on time will result in the imposition of the penalty prescribed in the General Conditions of Tender Contract and Order.

6.4 DWS Construction will perform testing and grading on all material delivered to ensure that all material do comply with the relevant specification. DWS will decline products that do not comply with the specification and load(s) will not be accepted and will not be paid for. The declined load(s) must be removed from site ASAP for the Bidders own cost.

PS7 DELIVERY PERIOD

7.1 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 8.1 of the Specification will be imposed.

PS 8 PENALTY FOR LATE DELIVERY

8.1 If the Bidder fails to supply the goods or render the service within the period stipulated in the contract, the Department 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 penalty shall be applied to the value of the outstanding portion only.

PS 9 PAYMENTS

9.1 Payment will be made metric ton of dry stone. The Department reserves the right to check the quantities loaded at any time.

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

9.3 Payment will not be made for consignment unless supported by delivery notes duly signed by the official checking the delivery and weighbridge certificates.

9.4 Escalation will only be paid if stipulated in the Special Conditions of Contract.

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

9.6 No Payment for standing time at the delivery points will be made.

PS 10 SAMPLES

The supply of representative samples of material is a condition of the contract and a separate sample shall be submitted for each and every item and shall be delivered to:

Construction South
Department of Water and Sanitation
4-6 Alkmaar Street
Daljosophat
Paarl

Samples shall be packed in sealed sample bags in order to avoid the loss of fines in transit. Bags shall be clearly marked showing the item number, name of contractor and nature of sample.

The sample supplied and accepted for each item shall serve as the standard to which the contractor's deliveries will be tested and any consignment by the contractor which is not up to the standard of the sample will not be accepted and the Department may claim compensation for any railage, labour and/or transport costs which may have been incurred in respect of such consignment.

All Bidders shall supply aggregate samples, at their cost, to the address given above not later than 10 working days after the successful Technical evaluation. The Bidder shall be notified in writing.

The mass of the samples for all fine and coarse aggregates shall at least be **150 kg**

Rip-Rap: The mass of the sample of particles smaller than 53mm and which will represent the quality of the Rip-Rap material that is offered shall be a minimum of 200kg to enable the Department to perform quality tests.

In addition a sample (of minimum 20m³) of the rip rap will be made available at the source for evaluation and grading analysis if and when required.

PS 11 SAFETY, HEALTH AND ENVIRONMENTAL

The successful bidder will be required to adhere to the site specific Health, Safety and Environmental requirements while on site.

The delivery vehicles will be roadworthy, in a good condition and fit for purpose.

BIDDERS MUST INITIAL ALL PAGES UNDER SECTION C2 SPECIFICATIONS AND SIGN THE DECLARATION BELOW.

Therewith I, _____(Bidder's Name) declare that I have read, completed and understood the above specifications.

BIDDER'S SIGNATURE

**DEPARTMENT OF WATER AND SANITATION
DWS09-1122 WTE**

**THE SUPPLY AND DELIVERY OF CONCRETE AGGREGATES, RIP RAP AND FILTER
MATERIALS TO THE DEPARTMENT OF WATER AND SANITATION, KWAGGASKLOOF DAM**

C3: SBD 3.2 PRICING SCHEDULE

CONTENTS

PREAMBLE TO THE SBD 3.2 – PRICING SCHEDULE

SBD 3.2 – PRICING SCHEDULE C3.1 PRICING INSTRUCTIONS

PREAMBLE TO THE SBD 3.2 – PRICING SCHEDULE

1 GENERAL

The SBD 3.2 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 3.2 can be subject to change. **The Department reserves the right to reduce quantities per item or one item or none of the items in the pricing schedule.**

The validity of the contract will in no way be affected by differences between the quantities in the SBD 3.2 and the quantities finally certified for payment.

3. PRICING OF THE SCHEDULE

The rates to be filled in the SDB 3.2 should include all costs. All rates and amounts quoted in the SBD 3.2 shall be in Rand and shall exclude VAT.

4. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid, use of correction fluid will invalidate your bid, 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, failure to initial where the correction was done will invalidate your bid.

5. ARITHMETICAL ERRORS

- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern;
- (b) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern and the line item total shall be corrected. However, in exceptional cases where, in the opinion of the Employer, there is an obviously gross misplacement of the decimal point in either the unit rate or line total, or where the error was obviously not a result of incorrect arithmetic but rather the result of a writing error, the Employer reserves the right to correct either the tendered rate or the line total as the case may be, subject to clarification in terms of Clause F.2.17.
- (c) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be adjusted to obtain the correct tender value."

**PRICING SCHEDULE
(Non-Firm prices)**

DWS09-1122 WTE

THE SUPPLY AND DELIVERY OF CONCRETE AGGREGATES, RIP RAP AND FILTER MATERIALS TO THE DEPARTMENT OF WATER AND SANITATION, KWAGGASKLOOF DAM

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

NOTE: PRICE ADJUSTMENTS WILL ONLY BE ALLOWED AT THE PERIODS AND TIMES AS SPECIFIED IN THE BIDDING DOCUMENT

CLOSING TIME 11:00 ON:	BID NO.:(WTE)
NAME OF BIDDER:	

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

ITEM	DESCRIPTION	UNIT	RATE VAT EXCL	Qty	AMOUNT VAT EXCL
	Supply and delivery of				
1	Concrete sand	ton		1700	
2	Concrete Stone	ton		2200	
3	Rip Rap	ton		8900	
4	Fine Filter	ton		800	
5	Sand Bedding	ton		2250	
6	Gravel Bedding	ton		2250	
7	Paving Sand	ton		200	
SUB TOTAL					R
Contingencies 15%					
VAT @ 15%					R
**TOTAL BID PRICE					R

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”.

- Required by: Department of Water and Sanitation

- At (Place of delivery): Kwaggaskloof dam
- Location where product is sourced from (factory/depot) _____
- Delivery basis: Free on road to Kwaggaskloof Dam
- **Period required for delivery after receipt of order:** _____
- Delivery period: *FIRM / NOT FIRM
- Is the price firm? *YES / NO
- If the price is not firm state the escalation formula / period:
(DWS will not entertain any claims for Firm prices increases
claimed at a later date unless such Firm prices adjustments
are clearly motivated under Price Adjustments) _____
- Are you the manufacturer of the product offered? *YES / NO
- If you are not the manufacturer did you include the
"Letter from Manufacturer" *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) _____

NOTE: All delivery costs must be included in the bid price.
Failure to complete all the relevant information in SBD 3.2 will render your bid as non-responsive.

SIGNATURE OF BIDDER

PRICE ADJUSTMENTS

A. FIRM PRICES SUBJECT TO ESCALATION

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

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

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

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

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

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

FACTOR (D1, D2 etc. eg. Labour, transport, material, etc.)	PERCENTAGE OF BID PRICE

FAILURE TO COMPLETE THE ABOVE WILL RESULT IN NO PRICE INCREASE ON A NON FIRM PRICES

BID REF020-08-20 (WTE)

THE SUPPLY AND DELIVERY OF CONCRETE AGGREGATES, RIP RAP AND FILTER MATERIALS TO THE DEPARTMENT OF WATER AND SANITATION, KWAGGASKLOOF DAM

C 4: SAMPLE IDENTIFICATION CARD

CONTENTS

SAMPLE IDENTIFICATION CARD

SAMPLE IDENTIFICATION CARD

This Sample Identification Card should accompany the sample submit to the relevant office as indicated in PS 10.

The Sample Identification Card should be attached to the bag of the sample. There should also be a copy of this card be put in the sample bag to insure that if the outside Sample Identification Card gets lost, the sample can still be identified.

Failure to adhere to this will invalidate the bid.

SAMPLE IDENTIFICATION CARD

NAME OF BIDDER:
CONTACT PERSON:
CONTACT NUMBER:
BID NUMBER:
ITEM NUMBER:
DESCRIPTION / NAME OF PRODUCT:
TYPE OF MATERIAL / PRODUCT:
SIZE OF SAMPLE (KG):
SOURCE OF MATERIAL:
BIDDER'S SAMPLE NUMBER:

SAMPLE IDENTIFICATION CARD

NAME OF BIDDER:
CONTACT PERSON:
CONTACT NUMBER:
BID NUMBER:
ITEM NUMBER:
DESCRIPTION / NAME OF PRODUCT:
TYPE OF MATERIAL / PRODUCT:

SIZE OF SAMPLE (KG):
SOURCE OF MATERIAL:
BIDDER'S SAMPLE NUMBER:

SAMPLE IDENTIFICATION CARD

NAME OF BIDDER:
CONTACT PERSON:
CONTACT NUMBER:
BID NUMBER:
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DESCRIPTION / NAME OF PRODUCT:
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SIZE OF SAMPLE (KG):
SOURCE OF MATERIAL:
BIDDER'S SAMPLE NUMBER:

SAMPLE IDENTIFICATION CARD

NAME OF BIDDER:
CONTACT PERSON:
CONTACT NUMBER:
BID NUMBER:
ITEM NUMBER:
DESCRIPTION / NAME OF PRODUCT:
TYPE OF MATERIAL / PRODUCT:
SIZE OF SAMPLE (KG):
SOURCE OF MATERIAL:

BIDDER'S SAMPLE NUMBER:

SAMPLE IDENTIFICATION CARD

NAME OF BIDDER:

CONTACT PERSON:

CONTACT NUMBER:

BID NUMBER:

ITEM NUMBER:

DESCRIPTION / NAME OF PRODUCT:

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SIZE OF SAMPLE (KG):

SOURCE OF MATERIAL:

BIDDER'S SAMPLE NUMBER:

SAMPLE IDENTIFICATION CARD

NAME OF BIDDER:

CONTACT PERSON:

CONTACT NUMBER:

BID NUMBER:

ITEM NUMBER:

DESCRIPTION / NAME OF PRODUCT:

TYPE OF MATERIAL / PRODUCT:

SIZE OF SAMPLE (KG):

SOURCE OF MATERIAL:

BIDDER'S SAMPLE NUMBER: