



DEPARTMENT OF WATER AND SANITATION

DUE AT 11:00 ON

(CLOSING DATE: 24 JANUARY 2023)

DWS13-1122WTE

CONCRETE SURFACE PREPARATION AT THE RAISING OF CLANWILLIAM DAM FOR CONSTRUCTION SOUTH IN THE WESTERN CAPE

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: 06 December 2022

Time: 10:00 am

Venue: Clanwilliam Dam Site

GPS Coordinates: 32°11'07.2"S 18°52'24.1"E

BIDDER: (Company Address OR Stamp)

COMPILED BY: DEPARTMENT OF WATER AND SANITATION: CONSTRUCTION SOUTH



DEPARTMENT OF WATER AND SANITATION

DWS13 1122WTE

CONCRETE SURFACE PREPARATION AT THE RAISING OF CLANWILLIAM DAM FOR CONSTRUCTION SOUTH IN THE WESTERN CAPE

Tender document created date: 09 September 2022

Issued by:

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

Prepared by:

Mr. A. Frylinck
Clanwilliam dam Construction
Raising of Clanwilliam dam Project
Construction South
Department of Water and Sanitation

Administrative Contact:

Bid Enquiries Office
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Technical Contact:

Mr. M. Röhrs
RohrsM@dws.gov.za

OR

Mr. A. Frylinck
Email: frylinckA@dws.gov.za

Tender
Part T1: Tendering procedures

T1.1
Invitation to tender
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**DEPARTMENT OF WATER AND SANITATION
DWS13 1122WTE**

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Tender
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T1.1 INVITATION TO TENDER

It is estimated that tenderers should have a CIDB contractor grading designation of CIDB 7CE or CIDB 7SE or higher.

Documents may be downloaded from DWS website. www.dws.gov.za

Queries relating to the issue of these documents may be addressed in writing to

- Admin Queries:
Bid Enquiries Office
E-mail: Bidquerieswte@dws.gov.za
- Technical Queries
Mr. M. Röhrs
Email: RohrsM@dws.gov.za

A compulsory site clarification meeting with representatives of the Employer will take place at Clanwilliam Dam Site on **06 December 2022. starting at 10:00 hrs.**

The closing time for receipt of tenders is **11:00 hrs on 24 January 2023.** Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.



DEPARTMENT OF WATER AND SANITATION

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CONCRETE SURFACE PREPARATION AT THE RAISING OF CLANWILLIAM DAM FOR CONSTRUCTION SOUTH IN THE WESTERN CAPE

T1.2 TENDER DATA

TENDER AND CONTRACT STANDARDS CONDITIONS APPLICABLE TO THIS DOCUMENT

| | |
|--------------|--|
| SANS 10845-1 | Processes, methods, and procedures. |
| SANS 10845-2 | Formatting and compilation of procurement documentation. |
| SANS 10845-3 | Standard conditions of tender. |
| GCC | The General Conditions of Contract for Construction Works, 3rd Edition (2015), published by the South African Institution of Civil Engineering |

INSTRUCTIONS TO BIDDERS

All recipients of these bid documents, whether they submit a Bid or not, shall treat the details of the documents as PRIVATE AND CONFIDENTIAL.

1. ISSUING OF DOCUMENTS

- (a) Bidders must satisfy themselves that the document is complete and conform to the index of this document. Should any figures or writing be indistinct, or should any pages be missing from this document or should this document or the drawing(s) contain any obvious errors, the Bidders must immediately notify the Department 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.
- (b) No alterations, omissions or additions shall be made to this document, but should it be deemed necessary to do so, the Bidder is at liberty to qualify his bid.

- (c) All Bidders shall be deemed to have waived, renounced and abandoned any conditions printed or written upon any stationery used by them for the purpose of or in connection with the submission of bids which are in conflict with the conditions laid down in this document.

2. COMPLETION OF BIDS

- (a) The completed tender as submitted will be deemed to be part of the contract document.
- (b) 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. All forms and schedules as per as per section T2 shall be submitted. The Pricing Schedule in Section C2 of the bid document must be fully completed and priced out by the bidder. Failure to do so will deem your bid invalid.
- (c) The bid documents shall not be separated in any way, nor must any pages be detached from the original documents.
- (d) Each page of the completed document that will be submitted should be initialled by the Bidder at the bottom of the page.
- (e) 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.
- (f) No alternative bids will be accepted.

3. 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.

4. 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.

5. REJECTION OF BID

Bids not complying with the requirements of the tender data, specifications and clauses of SANS 10845-3 as stated below will be regarded as incomplete and will not be considered.

6. RESULTS OF BIDS

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



T1.2.1 TENDER SPECIFIC DATA

The conditions of tender are those contained in the latest edition of SANS 10845-3, Construction Procurement – Part 3: Standard conditions of tender.

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies

| Clause number | TENDER DATA |
|---------------|---|
| 2 | TERMS AND DEFINITIONS |
| 2.1 | Wherever reference is made in the documentation to Bill of Quantities it shall also mean Pricing Schedule or Schedule of Quantities. |
| 2.7 | Whenever reference is made in the documentation to Employer it shall also mean Employers Agent. |
| 2.18 | Whenever reference is made in the documentation to Bidder or Tenderer it shall mean is the person or organization that submits a tender offer. (The successful Bidder will be appointed as Contractor as per GCC 2015- Clause 1.1.1.9) |
| 3 | GENERAL REQUIREMENTS |
| 3.1 | The Employer is the Department of Water and Sanitation |
| 3.2 | The tender documents issued by the employer comprise the following documents: THE TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data T1.3 - Standard Conditions of Tender Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules THE CONTRACT Part C1: Agreements and Contract data C1.1 – Pro-forma Form of offer and acceptance C1.2 - Contract data C1.3 – Pro-forma Performance guarantee Part C2: Pricing data C2.1 - Pricing assumptions C2.2 - Bill of quantities Part C3: Scope of work C3.1 – Standard Specification C3.2 – Project Specification C3.3 - Particular Specification C3.4 – Variations and Additions to Specifications Part C4: Site information C4.1 – Description of project C4.2 - The site conditions C4.3 – Facilities provided by the Employers Agent C4.4 – Facilities provided by the Contractor for the works C4.5 – Climatic Conditions C4.6 – Drawings |
| 3.3 | The completed tender as submitted will be deemed to be part of the contract document. |

| Clause number | TENDER DATA |
|---------------|--|
| 3.4 | The employer's agent is: Department of Water and Sanitation Construction Management Construction South –Raising of Clanwilliam dam project Contracts Manager – Construction South |
| 3.4 | The language for communications is English. |
| 3.5 | 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. |
| 3.6 | The competitive selection, open procedure shall be applied. |
| 4 | TENDERER'S OBLIGATIONS |
| 4.1 | <p>Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:</p> <p>An Entity is not eligible to submit a bid if:</p> <ul style="list-style-type: none"> (a) the bidder does not comply with the legal requirements of the Department's Procurement. (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. |

| Clause number | TENDER DATA |
|----------------|--|
| 4.1 | <p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a CIDB 7CE or CIDB 7SE or higher class of construction work, are eligible to have their tenders evaluated.</p> <p>All projects of R60m and above must apply the Standard for Indirect Targeting for Enterprise Development.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB; the lead partner has a contractor grading designation in the CIDB 6CE or CIDB 6SE or higher class of construction work; and the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CIDB 7CE or CIDB 7SE or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. |
| 4.7 | <p>The arrangements for a compulsory site clarification meeting are as stated in the Tender Notice and Invitation to Tender. (Site clarification meeting is also referred to as site briefing session.)</p> <p>The person/s attending site clarification meeting must sign the attendance register in the company's name they are representing.</p> <p>If needed, an addendum will be issued to those companies appearing on the attendance list.</p> |
| 4.10 | Tenderers are required to state the rates and currencies in South African Rand (ZAR). |
| 4.12 | No alternative tender offers will be considered. |
| 4.13.1 | Parts of each tender offer communicated shall be submitted as an original. |
| 4.13.2 | An Entity is not eligible to submit a bid if the bid offer is not signed by a person authorized to sign on behalf of the Bidder. Each page of the completed document that will be submitted should be initialled by the Bidder at the bottom of the page. |
| 4.13.5 4.15 | <p>The ORIGINAL tender to be place and seal the printed and completed tender document with covering letter and supporting documents, each, in an envelope clearly marked.</p> <p>The employer's details and address for delivery of tender offers and identification details that are to be shown on envelope:</p> <p>1) <u>Tender Identical details:</u></p> <p style="text-align: center;">Tender reference number: DWS13 1122WTE</p> <p>Title of Tender: CONCRETE SURFACE PREPARATION AT THE RAISING OF CLANWILLIAM DAM FOR CONSTRUCTION SOUTH IN THE WESTERN CAPE</p> <p>2) <u>The employer's details and address for delivery of tender offers and closing time are:</u></p> <p>Location of tender box: THE BID BOX AT THE ENTRANCE</p> <p>Physical address: ZWAMADAKA BUILDING 157 FRANCIS BAARD STREET, PRETORIA, 0001</p> <p>Closing date & time: 24 JANUARY 2023 at 11:00 hrs.</p> <p>3) <u>Name of the Bidder (shall be clearly shown)</u></p> |
| 4.13.6 | Telephonic, telegraphic, telex, facsimile or e-mailed tender offers shall NOT be accepted. |

| Clause number | TENDER DATA |
|---------------|---|
| 4.15 | The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. |
| 4.16.1 | The tender offer validity period is 120 days. |
| 4.18 | Provide, on request by the employer, any other material that has bearing on the tender offer within 5 working days of request. |
| 4.19 | The employer reserve the right to arrange access for the following inspections, tests, and analysis at bidder's facilities. |
| 4.20 | The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Guarantee to the format included in Part C1.3 of this procurement document. (See also GCC 2015:Clause 6.2 - Security) |
| 5 | EMPLOYER'S UNDERTAKINGS |
| 5.1 | The Employer will respond to requests for clarification received up to seven (7) working days before the tender closing time. |
| 5.2 | The employer shall issue addenda until four (4) working days before tender closing time. |
| 5.4 | Tenders will be opened immediately after the closing time for tenders at 11:00 hrs. |
| 5.8 | <p>Bids will be evaluated in accordance with the new Preferential Procurement Regulations, 2017, using 90/10 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000). The lowest acceptable bid will score 90 points for price and a maximum of 10 points will be awarded for attaining the Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.</p> <p>Bids received will be evaluated on the six (6) phases namely:</p> <ol style="list-style-type: none"> (1) Mandatory Requirements, (2) Pre-Qualification (Compulsory Sub-Contracting), (3) Administrative Compliance, (4) Functionality (5.11.9), (5) Price & Preference (5.11.7 & 5.11.8), (6) Evaluation Method 4 (5.11.5). |
| 5.8 | <p><u>PHASE 1: MANDATORY REQUIREMENTS:</u></p> <p>The bidder will not be considered for further evaluation if the bidder did not attend the compulsory briefing session. Failure to submit any of the documents listed below will render your bid non-responsive and will be disqualified.</p> <ol style="list-style-type: none"> 1. Certificated of attendance of the compulsory site briefing session 2. CIDB registration in terms of construction industry development board (CIDB) grade. (As per clause 4.1) 3. Certificated of completed project for the similar work (concrete surface removal)) for the worth of R5 million in the recent 5 years. 4. Where the minimum point required is not met per sub-criteria in phase 5 – functionality, the bid will be disqualified. |

| Clause number | TENDER DATA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---------------|--|--|-----|--|--|--|--|--|-------------|-----|-----|----|--------------|--|--|----|----------------------------|--|--|----|----------------------------|--|--|----|--------------------------------|--|--|----|---|--|--|----|--|--|--|----|--|--|--|
| 5.8 | <p><u>PHASE 2: PRE-QUALIFICATION – COMPULSORY SUB-CONTRACTING:</u></p> <p>Failure to submit any of the documents listed below may render your bid non-responsive and may be disqualified</p> <p><u>SUBCONTRACTING:</u></p> <p>Failure to meet the below indicated prequalification criteria in terms of the PPR, 2017, Regulation 9, will automatically disqualify your bid.</p> <p>Bidders must submit a list and contact information of subcontractors to be subcontracted (as and when required) in order to meet the 30% minimum subcontracting requirement. The subcontractors shall be EMEs or QSEs that are 51% Black owned by the following enterprises:</p> <table border="1" data-bbox="263 533 1433 1064"> <thead> <tr> <th colspan="2"></th> <th colspan="2">Tick which type of enterprise is subcontracted</th> </tr> <tr> <th></th> <th>Enterprises</th> <th>QSE</th> <th>EME</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Black people</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td>Black people who are youth</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td>Black people who are women</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td>Black people with disabilities</td> <td></td> <td></td> </tr> <tr> <td>5.</td> <td>Black people living in rural or underdeveloped areas or townships</td> <td></td> <td></td> </tr> <tr> <td>6.</td> <td>Cooperatives which are 51% owned by Black people</td> <td></td> <td></td> </tr> <tr> <td>7.</td> <td>Black people who are military veterans</td> <td></td> <td></td> </tr> </tbody> </table> <p>Bidders shall submit subcontracting agreements between the contractor and the subcontractor with this bid. Failure to submit subcontracting agreements shall render your bid non-responsive.</p> <p>Verification documentation to be submitted to confirm 30% sub-contracting compliance requirements (failure to submit the supporting documents, the Bidder will be disqualified):</p> <p>B-BBEE status level verification certificate, or valid sworn affidavit of sub-contractor if applicable</p> <p>The Sub-contractor’s proof of Central Supplier Database registration (CSD).</p> <p>Tax compliant with SARS (to be verified through CSD and SARS). Attach a copy of Tax Clearance certificate and PIN.</p> <p>Pro-forma sub-contracting agreement signed by both parties</p> | | | | | Tick which type of enterprise is subcontracted | | | Enterprises | QSE | EME | 1. | Black people | | | 2. | Black people who are youth | | | 3. | Black people who are women | | | 4. | Black people with disabilities | | | 5. | Black people living in rural or underdeveloped areas or townships | | | 6. | Cooperatives which are 51% owned by Black people | | | 7. | Black people who are military veterans | | |
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| | Enterprises | QSE | EME | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. | Black people | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Clause number | TENDER DATA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---------------|---|-----|----|----|----------|-----|----|---|---|--|--|---|---|--|--|---|---|--|--|---|--|--|--|---|--|--|--|---|---|--|--|---|---|--|--|---|---|--|--|
| 5.8 | <p><u>PHASE 3: ADMINISTRATIVE COMPLIANCE</u></p> <p>Failure to submit any of the documents listed below may render your bid non-responsive and may be disqualified Bidders are required to comply with the following listed below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">No</th> <th style="text-align: center;">Criteria</th> <th style="text-align: center;">Yes</th> <th style="text-align: center;">No</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Companies must be registered with National Treasury's Central Supplier Database must submit CSD report.</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">2</td> <td>Tax compliant with SARS. Attach a copy of valid Tax Clearance Certificate and SARS Pin. (To be confirmed through SARS)</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">3</td> <td>Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach copy of bidder's CIPC / CIPRO certificate.</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">4</td> <td>An original or certified copy of B-BBEE Status Level Verification Certificate (failure to submit, the Bidder will forfeit the preferential points to be claimed)</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">5</td> <td>A valid letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 and or third parties insurance registered with Financial Service Board (COIDA)</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">6</td> <td>Initial and sign all required documents as per Tender data (T2)</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">7</td> <td>Letter of appointment of dually authorized person to sign bid. Proof of such authority must be submitted with the bid. If by an individual, must be signed by that individual or by someone on his behalf duly authorised thereto and proof of such authority must be produced. If the bid is by a Company it must be signed by a person duly authorised thereto by a Resolution of a Board of Directors a copy of which Resolution, duly certified by the Chairman of the Company is to be submitted with the bid.</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">8</td> <td>Complete, sign, submit SBD1, SBD3.2, SBD4, SBD6.1</td> <td></td> <td></td> </tr> </tbody> </table> | | | No | Criteria | Yes | No | 1 | Companies must be registered with National Treasury's Central Supplier Database must submit CSD report. | | | 2 | Tax compliant with SARS. Attach a copy of valid Tax Clearance Certificate and SARS Pin. (To be confirmed through SARS) | | | 3 | Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach copy of bidder's CIPC / CIPRO certificate. | | | 4 | An original or certified copy of B-BBEE Status Level Verification Certificate (failure to submit, the Bidder will forfeit the preferential points to be claimed) | | | 5 | A valid letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 and or third parties insurance registered with Financial Service Board (COIDA) | | | 6 | Initial and sign all required documents as per Tender data (T2) | | | 7 | Letter of appointment of dually authorized person to sign bid. Proof of such authority must be submitted with the bid. If by an individual, must be signed by that individual or by someone on his behalf duly authorised thereto and proof of such authority must be produced. If the bid is by a Company it must be signed by a person duly authorised thereto by a Resolution of a Board of Directors a copy of which Resolution, duly certified by the Chairman of the Company is to be submitted with the bid. | | | 8 | Complete, sign, submit SBD1, SBD3.2, SBD4, SBD6.1 | | |
| No | Criteria | Yes | No | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 3 | Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach copy of bidder's CIPC / CIPRO certificate. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | An original or certified copy of B-BBEE Status Level Verification Certificate (failure to submit, the Bidder will forfeit the preferential points to be claimed) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | A valid letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 and or third parties insurance registered with Financial Service Board (COIDA) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | Initial and sign all required documents as per Tender data (T2) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | Letter of appointment of dually authorized person to sign bid. Proof of such authority must be submitted with the bid. If by an individual, must be signed by that individual or by someone on his behalf duly authorised thereto and proof of such authority must be produced. If the bid is by a Company it must be signed by a person duly authorised thereto by a Resolution of a Board of Directors a copy of which Resolution, duly certified by the Chairman of the Company is to be submitted with the bid. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | Complete, sign, submit SBD1, SBD3.2, SBD4, SBD6.1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.8 | <p><u>PHASE 4: FUNCTIONALITY COMPLIANCE</u></p> <p>As explained in 5.11.9</p> <p>The Bidder must score a minimum of 70 points out of 100 to allow them to proceed to the next phase of evaluation.</p> <p>Where the minimum point required is not met per sub-criteria in phase 5 – functionality, the bid will be disqualified.</p> <hr/> <p><u>PHASE 5: PRICE AND PREFERENCE</u></p> <p>As explained in 5.11.7 & 5.11.8</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| Clause number | TENDER DATA |
|---------------|---|
| 5.11.5 | <p><u>PHASE 6: EVALUATION METHOD</u></p> <p>Method 4: Financial offer, quality and preference → This method shall apply for the evaluation of this tender</p> <p>The procedure for the evaluation of responsive tenders is Method 4 (Financial offer, quality and preference).</p> <p>The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula:</p> $T_{EV} = N_{FO} + N_P + N_Q$ <p>Where:</p> <p>N_{FO} → is the number of tender evaluation points awarded for the <u>financial offer</u> made in accordance with SANS 10845 clause 5.11.7, (where N_{FO} is maximum 90 points);</p> <p>N_P → is the number of tender evaluation points awarded for <u>preference claimed</u> in accordance with SANS 10845 clause 5.11.8, (where N_P is maximum 10 points);</p> <p>N_Q → is the number of tender evaluation points awarded for <u>functionality (quality)</u> in accordance with SANS 10845 clause 5.11.9, (where N_Q is maximum 100 point).</p> |
| 5.11.7 | <p><u>Price Score:</u></p> <p>Score for financial offers using the following formula:</p> $N_{FO} = W_1 \times A$ <p>Where:</p> <p>N_{FO} → is the number of tender evaluation points awarded for the financial offer</p> $A = \left(1 - \left(\frac{P - P_m}{P_m} \right) \right) \quad \text{As per Preferential Procurement Regulations, 2017}$ <p>P is the comparative offer of the tender offer under consideration</p> <p>P_m is the comparative offer of the most favourable comparative offer</p> <p>W_1 equals 90 where the financial value inclusive of VAT of all responsive tenders received have a value to or above R50 000 000.00, all applicable taxes included).</p> |

| Clause number | TENDER DATA | | | | | | | | | | | | | | | | | | | | |
|---------------------------------|--|---------------------------------|---|---|----|---|----|---|----|---|----|---|---|---|---|---|---|---|---|----------------|---|
| 5.11.8 | <p><u>Preference Score:</u></p> <p>Preferential Procurement Regulations, 2017, Act no. 5 of 2000 will be used to evaluate this proposal as per the applicable threshold value.</p> <p>Bid proposals will be evaluated based on the 90/10 preference points system in accordance with the PPPFA Act (Act no. 5 of 2000). Where a maximum of 90 points will be attained in respect of price and 10 points will be awarded to a bidder for attaining the B-BBEE Status Level of Contribution.</p> <p>N_p shall be calculated as described:</p> <p>Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. Points are based on a tenderer's scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (B-BBEE, Act53 of 2003) and the regulations (2017) to the Preferential Procurement policy framework Act (PPPFA, Act 5 of 2000).</p> <p>Where W_1 equals 90 where the financial value inclusive of VAT of all responsive tenders received have a value 1 to or above R50 million (All applicable taxes included).</p> <p>Point awarded will be according to a tenderer's B-BBEE status level of contributor and summarized in the table below:</p> <table border="1" data-bbox="248 685 815 1005"> <thead> <tr> <th>B-BBEE Status Level Contributor</th> <th>Number of Points (N_p) (90/10 System)</th> </tr> </thead> <tbody> <tr><td>1</td><td>20</td></tr> <tr><td>2</td><td>18</td></tr> <tr><td>3</td><td>14</td></tr> <tr><td>4</td><td>12</td></tr> <tr><td>5</td><td>8</td></tr> <tr><td>6</td><td>6</td></tr> <tr><td>7</td><td>4</td></tr> <tr><td>8</td><td>2</td></tr> <tr><td>Non -Compliant</td><td>0</td></tr> </tbody> </table> <p>Eligibility for preference point is subject to the following conditions:</p> <ol style="list-style-type: none"> A bidders B-BBEE Status level shall be a original or certified copy of B-BBEE certificate issued in accordance with the revised Notice of Clarification published in the Notice 44 of 2015 published in Government Gazette 38799 on 15 May 2015 by the Department of Trade and Industry; and B-BBEE Status level shall be submitted as a certificate attached to returnable schedule (Annexure A) in T2; and The certificated shall: <ol style="list-style-type: none"> Be a copy of the original B-BBEE Status Level Verification Certificate; and Have been issued by a verification agency accredited by the South Africa National Accreditation System (SANSA); or Be in the form of a sworn affidavit, signed by the company representative and attested by a Commissioner of oath, confirming its annual total revenue and level of Black ownership in case of an Exempted Micro Enterprise (EME) or Qualifying Small Enterprise (QSE); and Be valid at the tender closing date; and Have a date of issue less than 12 (twelve) months prior to the tender closing data (see Tender Data 4.15); and Compliance with any other information requested to be attached to Returnable Schedule, T2; and Failure to submit a valid verification certificate(s) and/or all the information in compliance with Returnable Schedule (T2) Annexure A, will result in the award of 0 (zero) preference points awarded, unless the intended subcontractor is an EME that has the capability to execute the subcontract. In bids where there is Consortia/Joint Ventures, a consolidated valid B-BBEE certificate must be submitted. | B-BBEE Status Level Contributor | Number of Points (N_p) (90/10 System) | 1 | 20 | 2 | 18 | 3 | 14 | 4 | 12 | 5 | 8 | 6 | 6 | 7 | 4 | 8 | 2 | Non -Compliant | 0 |
| B-BBEE Status Level Contributor | Number of Points (N_p) (90/10 System) | | | | | | | | | | | | | | | | | | | | |
| 1 | 20 | | | | | | | | | | | | | | | | | | | | |
| 2 | 18 | | | | | | | | | | | | | | | | | | | | |
| 3 | 14 | | | | | | | | | | | | | | | | | | | | |
| 4 | 12 | | | | | | | | | | | | | | | | | | | | |
| 5 | 8 | | | | | | | | | | | | | | | | | | | | |
| 6 | 6 | | | | | | | | | | | | | | | | | | | | |
| 7 | 4 | | | | | | | | | | | | | | | | | | | | |
| 8 | 2 | | | | | | | | | | | | | | | | | | | | |
| Non -Compliant | 0 | | | | | | | | | | | | | | | | | | | | |

| Clause number | TENDER DATA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--|--------------------------|--|--------------------------|---|---|----|---|-------------------------------|----|---|---|----|---|---|----|---|--------------------------------------|----|---|----------------------------------|----|---|--------------------------------------|----|---|--|------------|-----------|--|-------|----------------------|---|--|----|--|----|---|----|--|----|--|-----|---|
| 5.11.9 | <p><u>Functionality (Quality) Score:</u></p> <p>The score obtained in 5.11.1 (functionality criteria) will be used for the following formula:</p> $N_Q = W_2 \times \frac{S_0}{M_s}$ <p>Where</p> <p>$N_Q \rightarrow$ is the number of tender evaluation points awarded for functionality offered</p> <p>$W_2 = 100$</p> <p>$S_0 \rightarrow$ is the score for functionality criteria (5.11.1) allocated to the submission under consideration</p> <p>$M_s \rightarrow$ is the maximum possible score for functionality criteria (100)</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.11.9 | <p><u>Functionality (Quality) Score (continue):</u></p> <p>Functionality is the terminology used to define the technical ability of the Tenderer, based on experience, to deliver the required product in accordance with the specialised quality, reliability and functionality.</p> <p>Points allocated for functionality shall be evaluated in accordance with the criteria as listed below table. An overall minimum threshold of 70 points out of 100 must be achieved for the tender to be eligible. Tenderers who also fail to achieve the minimum score per criteria will be disqualified and not be eligible for further evaluations.</p> <p>See T2 returnable annexure for applicable documents with detail on point allocation for the sub-criteria's.</p> <table border="1" data-bbox="331 869 1348 1211"> <thead> <tr> <th colspan="2">Functionality Criteria</th> <th>Maximum number of points</th> </tr> </thead> <tbody> <tr> <td>1</td> <td><i>Schedule of Plant and Equipment</i></td> <td>10</td> </tr> <tr> <td>2</td> <td><i>Past Experience</i></td> <td>10</td> </tr> <tr> <td>3</td> <td><i>Method Statement for concrete surface preparation</i></td> <td>30</td> </tr> <tr> <td>4</td> <td><i>Quality Management System</i></td> <td>10</td> </tr> <tr> <td>5</td> <td><i>Health and Safety Plan</i></td> <td>10</td> </tr> <tr> <td>6</td> <td><i>Environmental Plan</i></td> <td>10</td> </tr> <tr> <td>7</td> <td><i>Ability and Capability</i></td> <td>20</td> </tr> <tr> <td colspan="2">Maximum possible score for quality (M_s)</td> <td>100</td> </tr> </tbody> </table> <p>The evaluators are to score the functionality criteria's and sub-criteria's as per the below table (unless otherwise stated). The score allocated needs to be applied as a percentage of total maximum allowed points for the evaluated specific criteria.</p> <table border="1" data-bbox="229 1326 1339 1749"> <thead> <tr> <th colspan="2">TABLE – F</th> </tr> <tr> <th>Score</th> <th>Prompt for judgement</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>Failed to address the question / issue</td> </tr> <tr> <td>20</td> <td>A detrimental response / answer / solution – limited or poor evidence of skill / experience sought or high risk that relevant skills will not be available</td> </tr> <tr> <td>40</td> <td>Less than acceptable – response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.</td> </tr> <tr> <td>60</td> <td>Acceptable response / answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought</td> </tr> <tr> <td>80</td> <td>Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.</td> </tr> <tr> <td>100</td> <td>Excellent – response / answer / solution gives real confidence that the tenderer will add real value.</td> </tr> </tbody> </table> <p>The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality Failure to comply with the above functionality criteria may render your bid non responsive.</p> <p>This score of the criteria and sub criteria for quality will be used to determine the tender evaluation points awarded for quality in the formula as per clause 5.11.9.</p> | Functionality Criteria | | Maximum number of points | 1 | <i>Schedule of Plant and Equipment</i> | 10 | 2 | <i>Past Experience</i> | 10 | 3 | <i>Method Statement for concrete surface preparation</i> | 30 | 4 | <i>Quality Management System</i> | 10 | 5 | <i>Health and Safety Plan</i> | 10 | 6 | <i>Environmental Plan</i> | 10 | 7 | <i>Ability and Capability</i> | 20 | Maximum possible score for quality (M_s) | | 100 | TABLE – F | | Score | Prompt for judgement | 0 | Failed to address the question / issue | 20 | A detrimental response / answer / solution – limited or poor evidence of skill / experience sought or high risk that relevant skills will not be available | 40 | Less than acceptable – response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available. | 60 | Acceptable response / answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought | 80 | Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it. | 100 | Excellent – response / answer / solution gives real confidence that the tenderer will add real value. |
| Functionality Criteria | | Maximum number of points | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | <i>Schedule of Plant and Equipment</i> | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | <i>Past Experience</i> | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | <i>Method Statement for concrete surface preparation</i> | 30 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | <i>Quality Management System</i> | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | <i>Health and Safety Plan</i> | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | <i>Environmental Plan</i> | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | <i>Ability and Capability</i> | 20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Maximum possible score for quality (M_s) | | 100 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TABLE – F | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Score | Prompt for judgement | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 0 | Failed to address the question / issue | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 20 | A detrimental response / answer / solution – limited or poor evidence of skill / experience sought or high risk that relevant skills will not be available | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 40 | Less than acceptable – response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 60 | Acceptable response / answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 80 | Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 100 | Excellent – response / answer / solution gives real confidence that the tenderer will add real value. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| Clause number | TENDER DATA |
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| 5.11 | <p><u>EVALUATION SUMMARY</u></p> <p>The procedures for the evaluation of responsive tenders are as follows:</p> <ol style="list-style-type: none"> 1. Mandatory Requirements, 2. Pre Qualification (Compulsory Sub-Contracting), 3. Administrative Compliance, 4. Functionality (5.11.9), 5. Price & Preference (5.11.7 & 5.11.8), and 6. Evaluation as per Method 4 (In SANS 10845 clause 5.11.5) <p>For item 6 the following evaluation phases will be followed to determine the preferred bidder according to SANS 10854</p> <p>Evaluation data from Phase 4 & 5 will be used for the final evaluation of method 4:</p> $T_{EV} = N_{FO} + N_P + N_Q$ <p>Where:</p> <p>N_{FO} → is the number of tender evaluation points awarded for the <u>financial offer</u> made in accordance with SANS 10845 clause 5.11.7, (where N_{FO} is maximum 90 points);</p> <p>N_P → is the number of tender evaluation points awarded for <u>preference claimed</u> in accordance with SANS 10845 clause 5.11.8, (where N_P is maximum 10 points);</p> <p>N_Q → is the number of tender evaluation points awarded for <u>functionality (quality)</u> in accordance with SANS 10845 clause 5.11.9, (where N_Q is maximum 100 point).</p> |
| 5.13 | <p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) the tenderer is in good standing with SARS according to the Central Supplier Database; c) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance guarantee to the format included in Part C1.3 of this procurement document d) the tenderer is registered with the Construction Industry Development Board (CIDB) in an appropriate contractor grading designation; e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; f) the tenderer has not: <ol style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; f) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. |
| 5.17 | The number of paper copies of the signed contract to be provided by the employer is One (1). |

DEPARTMENT OF WATER AND SANITATION



DWS13 1122WTE

**CONCRETE SURFACE PREPARATION AT THE RAISING OF
CLANWILLIAM DAM FOR CONSTRUCTION SOUTH IN THE
WESTERN CAPE**

T1.3 STANDARD CONDITIONS OF TENDER (SANS 10845-3)

T1.3: STANDARD CONDITIONS OF TENDER

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T1.3: STANDARD CONDITIONS OF TENDER

1. SCOPE

This part of SANS 10845 sets out standard conditions of tender which,

- a) bind the employer and Tenderer to behave in a particular manner,
- b) establish what a Tenderer is required to do in order to submit a compliant tender,
- c) make known the evaluation criteria to Tenderers, and
- d) establish the manner in which the employer conducts the process of offer and acceptance and provide the necessary feedback to Tenderers on the outcomes of the process.

This part of SANS 10845 is intended for use in procurements relating to goods, services and construction works and disposals other than by auction.

NOTE 1: Annex A contains commentary on the clauses in this part of SANS 10845. Annex B provides guidance on how to develop the tender data for a procurement document using this part of SANS 10845.

NOTE 2: SANS 10845-2 establishes the manner in which procurement documents should be formatted and compiled. The standard conditions contained in this part of SANS 10845 may by reference be incorporated in procurement documents formatted and compiled in accordance with the provisions of SANS 10845-2.

2. TERMS AND DEFINITIONS

For the purposes of this document, the following terms and definitions apply.

2.1 Bill of quantities

Document that lists the items of work and the quantities and rates associated with each item to allow Contractors to be paid, at regular intervals, an amount equal to the agreed rate for the work multiplied by the quantity of work completed.

2.2 Bond

Sum of money or securities submitted to the employer or placed in the hands of a third party to guarantee completion of the work and recovery of the sums which the Contractor would be recognized as owing under the terms of the contract.

2.3 Comparative offer

Tenderer's financial offer after all tendered parameters that can affect the value of the financial offer have been taken into consideration to enable comparisons to be made on a comparable basis.

2.4 Conflict of interest

Any situation in which someone in a position of trust has competing professional or personal interests which make it difficult for him to fulfil his duties impartially, an individual or organization is in a position to exploit a professional or official capacity in some way for his personal or for corporate benefit, or incompatibility or contradictory interests exist between an employee and the organization which employs that employee.

2.5 Contract data

Document that identifies the applicable conditions of a contract and states the associated contract-specific data.

2.6 Corrupt practice

Offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process.

2.7 Employer

Person or organization intending to or entering into a contract with the Contractor for the provision of goods, services, or engineering and construction works.

2.8 Form of offer and acceptance

Document that formalizes the legal process of offer and acceptance.

2.9 Form of securities

Document that provides for the securities required by the employer.

2.10 Fraudulent practice

Misrepresentation of the facts in order to influence the tender process, or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

2.11 Joint venture

Grouping of two or more Contractors acting as one legal entity, where each is liable for the actions of the other.

2.12 Organization

Company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body.

2.13 Quality

Totality of features and characteristics of a product or service that bears on the ability of the product or service to satisfy stated or implied needs.

2.14 Returnable document

Document that a Tenderer is required to complete and submit to the employer as part of his tender submission.

2.15 Scope of work

Document that specifies and describes the goods, services, or engineering and construction works which are to be provided, and any other requirements and constraints relating to the manner in which the contract work is to be performed.

2.16 Tender data

Document that establishes the Tenderer's obligations in submitting a tender and the employer's undertakings in administering the tender process and evaluating tender offers.

2.17 Tender offer

Written offer for the provision of goods, or to carry out a service or engineering and construction works under given conditions, usually at a stated price, and which is capable of acceptance and conversion into a binding contract.

2.18 Tenderer

Person or organization that submits a tender offer.

3. GENERAL REQUIREMENTS

3.1 Actions

The employer and each Tenderer submitting a tender offer shall comply with the standard conditions of tender. In their dealings with each other, they shall discharge their duties and obligations, as set out in Clauses 4 and 5, in a timely manner and with integrity, behave equitably, honestly and transparently, comply with all legal obligations and not engage in anti-competitive practices.

The employer and the Tenderer, and all the agents and employees involved in the tender process, shall avoid conflicts of interest and, where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

The employer shall not seek and a Tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

NOTE 1 : A conflict of interest can arise due to a conflict of roles which can provide an incentive for improper acts in some circumstances or positions. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in said circumstance or position, even if no improper acts result.

NOTE 2 : Conflicts of interest with respect to those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which can in any way affect any decisions taken.

3.2 Tender documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

3.3 Interpretation

The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of the standard conditions of tender in this part of SANS 10845.

The standard conditions of tender contained in this part of SANS 10845, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

3.4 Communication and employer's agent

Each communication between the employer and a Tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded, and in the language stated in the tender data. The employer shall not take any responsibility for non-receipt of communications from or by a Tenderer. The name and contact details of the employer's agent are stated in the tender data.

3.5 Employer's right to accept or reject any tender offer

The employer may accept or reject 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 employer shall not accept or incur any liability to a Tenderer for such cancellation and rejection but shall give written reasons for such action upon written request to do so.

The employer may not, subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers, re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the Tenderer.

3.6 Procurement procedures

3.6.1 General

Unless otherwise stated in the tender data, a contract shall, subject to 5.13, be concluded with the Tenderer who, in terms of 5.11, is the highest ranked or the Tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

3.6.2 Competitive negotiation procedure

Where the tender data require that the competitive negotiation procedure is to be followed, Tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of 5.4, the employer shall only announce the names of the Tenderers who make a submission. The requirements of 5.8, relating to the material deviations or qualifications which affect the competitive position of Tenderers, shall not apply.

All responsive Tenderers, or not less than three responsive Tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of 4.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a Tenderer's competitive position, provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

At the conclusion of each round of negotiations, Tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

The contract shall be awarded in accordance with the provisions of 5.11 and 5.13 after Tenderers have been requested to submit their best and final offer.

3.6.3 Proposal procedure using the two-stage tendering system

3.6.3.1 Option 1

In the first stage, Tenderers shall submit technical proposals and, if required, cost parameters around which a contract may be negotiated.

The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data.

In the second stage, the employer shall negotiate a contract with the Tenderer scoring the highest number of evaluation points and award the contract in terms of the standard conditions of tender.

3.6.3.2 Option 2

In the first stage, Tenderers shall submit only technical proposals. In the second stage, the employer shall invite all responsive Tenderers to submit tender offers, following the issuing of procurement documents.

The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of the standard conditions of tender in this part of SANS 10845.

4. TENDERER'S OBLIGATIONS

The Tenderer shall comply with the following obligations.

4.1 Eligibility

4.1.1 Submit a tender offer

Submit a tender offer only if the Tenderer satisfies the eligibility criteria stated in the tender data and if the Tenderer, or any of the Tenderer's principals, is not under any restriction to do business with the employer.

4.1.2 Notify the employer

Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the Tenderer to submit a tender offer and obtain the employer's written approval to do so before the closing time for tenders.

4.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer does not compensate the Tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

4.3 Checking documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

4.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

4.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.

4.6 Acknowledging addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and, if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

4.7 Clarification meeting

Attend, where required, a clarification meeting, the details of which are stated in the tender data, at which Tenderers may familiarize themselves with aspects of the proposed work, services or supply, and raise questions.

4.8 Seeking clarification

Unless otherwise notified in the tender data, request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

4.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data.

4.10 Pricing the tender offer

Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful Tenderer, that are applicable 14 days before the closing time stated in the tender data.

Show the VAT payable by the employer separately as an addition to the tendered total of the prices.

Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data.

NOTE: The contract data can provide for part payment in other currencies

4.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the Tenderer and ensure that all signatories to the tender offer initial all such alterations.

Do not make erasures using masking fluid.

4.12 Alternative tender offers

Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted, as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

4.13 Tender submissions

4.13.1 General submission requirements

Submit one tender offer only, either as a single entity or as a member in a joint venture, to provide the whole of the works, services or supply identified in the draft contract, unless otherwise stated in the tender data.

Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

Submit:

- a) the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with a translation of any documentation in a language other than the language of communication established in 3.4, and
- b) the parts communicated electronically in the same format as they were issued by the employer.

4.13.2 Signature

Sign the original and all copies of the tender offer where required in terms of the tender data.

State in the case of a joint venture which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

NOTE: The employer holds all authorized signatories liable on behalf of the Tenderer.

4.13.3 Tender securities

Submit, as required, as part of the tender submission, a tender security from a bank or insurer that is in a strong enough commercial position to carry such security in the name of the Tenderer, or in the names of each of the member of a joint venture, in the amount, for the period and in the form specified in the tender data.

4.13.4 Inclusion of certificates

Include in the tender submission, or provide the employer with, any certificates as stated in the tender data.

4.13.5 Sealing of documents

Seal the original and each copy of the tender offer as separate packages, marking the packages as "ORIGINAL" and "COPY". Unless otherwise specified in the tender data, seal the "ORIGINAL" and "COPY" packages in a single package and state on the outside of such package the employer's address and identification details specified in the tender data, as well as the Tenderer's name and contact address.

Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "FINANCIAL PROPOSAL" and place the remaining returnable documents in an envelope marked "NON-FINANCIAL PROPOSAL". State on the outside of each envelope the employer's address and identification details stated in the tender data, as well as the Tenderer's name and contact address. Seal the original tender offer and copy packages together in an outer package that states, on the outside, only the employer's address and identification details as specified in the tender data.

4.13.6 Employer's acceptance of tender submissions

Accept that the employer does not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

Accept that the employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless otherwise stated in the tender data.

4.14 Information and data to be completed in all respects

Accept that tender offers which do not provide all the data or information requested, completely and in the form required, may be regarded by the employer as being non-responsive.

4.15 Closing time

Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery.

Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.

4.16 Tender offer validity

4.16.1 Period of validity

Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, with or without any conditions attached to such extension. Extend the period of the tender security, if any, to cover any agreed extension requested by the employer.

4.16.2 Withdrawal of tenders.

4.16.2 Withdrawal of tenders

Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of 4.13 with the packages clearly marked as "SUBSTITUTE".

4.17 Clarification of tender offer after submission

Provide clarification of a tender offer during the evaluation of tender offers, in response to a request from the employer to do so.

NOTE: Such clarifications can include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of Tenderers or substance of the tender offer is sought, offered, or permitted.

4.18 Other material

Provide, on request by the employer, any other material that has a bearing on the tender offer, the Tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials considered necessary by the employer for the purpose of a full and fair risk assessment. Should the Tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as being non-responsive.

Dispose of samples of materials provided for the employer's evaluation.

4.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis, as provided for in the tender data.

4.20 Submitting securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

4.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

4.22 Returning other tender documents

If so instructed by the employer, return all retained tender documents within 28 days of the expiry of the validity period stated in the tender data.

5. EMPLOYER'S UNDERTAKINGS

The employer shall carry out the following undertakings.

5.1 Responding to requests from the Tenderer

Unless otherwise notified in the tender data, respond to a request for clarification received up to five working days before the tender closing time stated in the tender data, and notify all Tenderers who obtained procurement documents.

Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to re-qualify a Tenderer to submit a tender offer in terms of a previous procurement process.

Deny any such request if, as a consequence,

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to comply with any of the collective or individual qualifying requirements,
- b) the new partners to a joint venture were not pre-qualified in the first instance, either as individual firms or as another joint venture, or
- c) in the opinion of the employer, acceptance of the material change would compromise the outcome of the pre-qualification process.

5.2 Issuing addenda

If necessary, issue addenda that may amend or amplify the tender documents to each Tenderer during the period from the date that tender documents are available until, unless otherwise notified in the tender data, three working days before the tender closing time stated in the tender data.

If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the tender data, grant such extension and notify all respondents accordingly.

5.3 Returning late tender offers

Return tender offers received after the closing time stated in the tender data unopened, unless it is necessary to open a tender submission to obtain a forwarding address to the Tenderer concerned.

5.4 Opening of tender submissions

Unless the two-envelope system is to be followed, open valid tender submissions in the presence of Tenderers who choose to attend, at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted are not opened.

Announce at the meeting held immediately after the receipt of tender submissions, at a venue indicated in the tender data, the name of each Tenderer whose tender offer is opened and, where applicable, the total of the Tenderer's prices, preferences claimed and time for completion, for the main tender offer only.

Make available, upon request, to all interested persons the record of tender parameters that are announced in respect of each tender received.

5.5 Two-envelope system

Where stated in the tender data that a two-envelope system has been followed, open only the non-financial proposal of valid tenders in the presence of Tenderers' agents, who choose to attend, at the time and place stated in the tender data and announce name of each Tenderer whose technical proposal is opened.

Evaluate the non-financial proposals offered by Tenderers, then advise Tenderers who remain in contention for the award of the contract of time and place when the financial proposals are to be opened.

Open only the financial proposals of Tenderers who, in the quality evaluation score, have more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the non-financial proposals and the total price and any preferences claimed. Return unopened financial proposals to Tenderers whose non-financial proposals failed to achieve the minimum number of points for quality.

5.6 Non-disclosure

Do not disclose to Tenderers, or to any person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful Tenderer.

5.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a Tenderer to influence the processing of tender offers and instantly disqualify a Tenderer (and said Tenderer's offer) if it is established that the Tenderer engaged in corrupt or fraudulent practices.

5.8 Test for responsiveness

Determine, after opening and before detailed evaluation, whether each tender offer that was properly received

- a) complies with the requirements of the standard conditions of tender in this part of SANS 10845,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would

- d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work,
- e) significantly change the employer's or the Tenderer's risks and responsibilities under the contract, or
- f) affect the competitive position of other Tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

5.9 Arithmetical errors, omission and discrepancies

Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

Check the highest ranked tender or Tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with 5.11 for

- a) the gross misplacement of the decimal point in any unit rate,
- b) omissions made in completing the pricing schedule or bill of quantities, or
- c) arithmetical errors in
 - 1. line item totals resulting from the product of a unit rate and a quantity in bill of quantities or schedules of prices, or
 - 2. the summation of the prices.

Notify the Tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

Where the Tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- d) If a bill of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- e) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer shall be asked to revise selected item prices (and their rates if bill of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the Tenderer does not correct or accept the correction of errors in the required manner.

5.10 Clarification of a tender offer

Obtain clarification from a Tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

5.11 Evaluation of tender offers

5.11.1 General

Appoint an evaluation panel to evaluate submissions. Ensure that not less than three persons evaluate quality in terms of 5.11.9.

Reduce each responsive tender offer to a comparative offer and evaluate submissions using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

5.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) rank tender offers from the most favourable to the least favourable comparative offer, and
- b) recommend the highest ranked Tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the Tenderer with the highest ranked tender, and recommend the highest ranked Tenderer, unless there are compelling and justifiable reasons not to do so, in which case the process set out in this subclause shall be repeated.

5.11.3 Method 2: Financial offer and quality

In the case of a financial offer and quality,

a) score each tender in respect of the financial offer made and quality offered in accordance with the provisions of 5.11.7 and 5.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any,

b) calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where

N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7;

N_Q is the number of tender evaluation points awarded for quality offered in accordance with 5.11.9,

c) rank tender offers from the highest number of tender evaluation points to the lowest, and

d) recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Rescore and re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the Tenderer with the highest number of tender evaluation points, and recommend the Tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so, in which case the process set out in this subclause shall be repeated.

5.11.4 Method 3: Financial offer and preferences

In the case of a financial offer and preferences:

a) score each tender in respect of the financial offer made and the preferences claimed, if any, in accordance with the provisions of 5.11.7 and 5.11.8,

b) calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where

N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with 5.11.8,

c) rank tender offers from the highest number of tender evaluation points to the lowest,
and

d) recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Rescore and re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the Tenderer with the highest number of tender evaluation points and recommend the Tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so, in which case the process set out in this subclause shall be repeated.

5.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) score each tender in respect of the financial offer made, the preference claimed, if any, and the quality offered in accordance with the provisions of 5.11.7 to 5.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any,
- b) calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the tender data:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where

- N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7;
 - N_P is the number of tender evaluation points awarded for preferences claimed in accordance with 5.11.8;
 - N_Q is the number of tender evaluation points awarded for quality offered in accordance with 5.11.9,
- c) rank tender offers from the highest number of tender evaluation points to the lowest, and
 - d) recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Rescore and re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the Tenderer with the highest number of tender evaluation points, and recommend the Tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so, in which case the process set out in this subclause shall be repeated.

5.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

5.11.7 Scoring financial offers

Score the financial offers using the following formula:

$$N_{FO} = W_1 \times A$$

Where

- N_{FO} is the number of tender evaluation points awarded for the financial offer;
- W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data;
- A is the number calculated using the relevant formula described in Table 1, as stated in the tender

Table 1 - Formulae for calculating the value of A^8

| Formula number | Basis for comparison | Formula |
|---|--|---------|
| 1 | Highest price or discount | P/P_m |
| 2 | Lowest price or percentage commission or fee | P_m/P |
| <p>^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.</p> | | |

5.11.8 Scoring preferences

Confirm that Tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where Tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences (N_p) claimed in accordance with the provisions of the tender data.

5.11.9 Scoring quality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the tender data.

Calculate the total number of tender evaluation points for quality (N_q) using the following formula:

$$N_q = W_2 \times \frac{S_0}{M_s}$$

Where:

- W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data;
- S_0 is the score for quality allocated to the submission under consideration;
- M_s is the maximum possible score for quality in respect of a submission.

5.12 Insurance provided by the employer

If requested by the proposed successful Tenderer, submit, for the Tenderer's information, the policies or certificates of insurance (or both) which the conditions of contract identified in the contract data require the employer to provide.

5.13 Acceptance of a tender offer

Accept a tender offer should it be considered not to present any unacceptable commercial risk, only if the Tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participation in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate the possession of the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,

- d) is not insolvent, in receivership, bankrupt or being liquidated, does not have affairs administered by a court or a judicial officer, does not have suspended business activities, or is subject to legal proceedings with respect to any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

5.14 Preparing contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful Tenderer during the process of offer and acceptance.

Complete the schedule of deviations attached to the form of offer and acceptance, if any.

5.15 Completing adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete the formalities for appointing the selected adjudicator at the same time as the main contract is signed.

5.16 Notice to successful and unsuccessful Tenderers

Notify the successful Tenderer of the employer's acceptance of the tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data or agreed additional period.

After the successful Tenderer has been notified of the employer's acceptance of the tender, notify other Tenderers that their tender offers have not been accepted.

5.17 Providing copies of the contracts

Provide to the successful Tenderer the number of copies stated in the tender data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

5.18 Returning of tender securities

Return tender securities to the successful Tenderer and unsuccessful Tenderers before the expiry period stated in the tender data or in the tender security.

5.19 Providing written reasons for actions taken

Provide, upon request, written reasons to Tenderers for any action that is taken in applying any of this part of SANS 10845, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of Tenderers and respondents or which might prejudice fair competition between Tenderers.



DEPARTMENT OF WATER AND SANITATION

DWS13 1122WTE

CONCRETE SURFACE PREPARATION AT THE RAISING OF CLANWILLIAM DAM FOR CONSTRUCTION SOUTH IN THE WESTERN CAPE

T2: RETURNABLE DOCUMENTS

CONTENTS

T2.1: LIST OF RETURNABLE DOCUMENTS

T2.2: RETURNABLE DOCUMENTS AND SCHEDULES



LIST OF RETURNABLE DOCUMENTS AND SCHEDULES

THE TENDER DOCUMENT MUST BE SUBMITTED AS A WHOLE i.e. All volumes (including the fully priced and extended Provisional Bills of Quantities) as is bound together in one single document herein. All forms must be properly completed in black ink as required, and the document shall not be taken apart or altered in any way whatsoever.

Note: Should any of the below-mentioned documents and/or the entire Tender Enquiry Document not be submitted the tender submission may be viewed as NON-RESPONSIVE.



RETURNABLE DOCUMENTS AND SCHEDULES

The tendered must complete the following returnable document:

| RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES THAT WILL BE INCORPORATED INTO THE CONTRACT | | |
|---|--|-------------------------|
| Doc. Ref. Nr. | Document/ Schedule | Completed (Tick) |
| SBD 1 | SBD 1: Invitation to Bid | |
| SBD 3.2 | SBD 3.2: Bill of Quantities – Non Firm Price (Priced and extended Provisional Bill of Quantities - Part C2.2) | |
| SBD 4 | SBD 4: Declaration of Interest | |
| SBD 6.1 | SBD 6.1: Preference Points Claim Form: General Conditions and Definitions | |
| FORM A | Certificate of Attendance at Compulsory Briefing session | |
| FORM B | Record of Addendum to Tender Documents | |
| FORM C | Compulsory Declaration | |
| FORM D | Certificate Authority of Signatory | |
| FORM E | Proposed Amendments and Qualifications (if applicable) | |
| FORM F | Annual Financial Statements Declaration | |
| FORM G | Form of Offer and Acceptance (Part C1.1) | |
| FORM H | Contract Data (Part C1.2) | |
| FORM I | Performance Guarantee (Part C1.3) | |
| FORM J | Contractor's health and safety declaration | |
| FORM K | Agreement in terms of section 37(2) of the occupational health and safety act, no.85 of 1993 (Form of Occupational Health and Safety Act 1993) | |
| FORM L | Verification Documentation | |
| ANNEXURE A | Preferencing Schedule for Broad Based Black Economic Empowerment Status, together with a valid copy of B-BBEE certificate | |
| ANNEXURE B | Proof of Contractor Registration issued by the Construction Industry Development Board (CIDB) | |
| ANNEXURE C | Valid copies of Tax Compliance status Pin page issued by the South African Revenue Services. | |
| ANNEXURE D | Central Supplier Database (CSD) proof of registration containing MAAA number. | |
| ANNEXURE E | Copies of bidder's CIPC company registration documents listing all members with percentages | |
| ANNEXURE G | Letter of good standing from COIDA (Compensation for Occupational Injuries & Diseases Act) | |



**RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES THAT
WILL BE INCORPORATED INTO THE CONTRACT**

| Doc. Ref. Nr. | Document/ Schedule | Completed (Tick) |
|----------------------|--|-----------------------------|
| ANNEXURE H | Company Experience | |
| ANNEXURE H-1 | Schedule of similar work undertaken | |
| ANNEXURE J | Ability & Capability | |
| ANNEXURE J-1 | Schedule of Qualifications / Experience of key project team members. | |
| ANNEXURE K | Schedule of Proposed sub-contractor together with a pro-forma sub-contracting agreement signed by both parties | |
| ANNEXURE L | Schedule of Plant and Equipment | |

NOTE: Failure to provide all these listed documents will result in the tender not being evaluated

SBD 1



PART A INVITATION TO BID

| | | | | | |
|---|---|---------------|--|---|---------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) | | | | | |
| BID NUMBER: | DWS13 1122WTE | CLOSING DATE: | 24 JANUARY 2023 | CLOSING TIME: | 11:00am |
| DESCRIPTION | CONCRETE SURFACE PREPARATION AT THE RAISING OF CLANWILLIAM DAM FOR CONSTRUCTION SOUTH IN THE WESTERN CAPE | | | | |
| 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 | Mr. M. Röhrs | |
| TELEPHONE NUMBER | 012 3367780/6562/8151/7596 | | TELEPHONE NUMBER | 064 761 0991 | |
| FACSIMILE NUMBER | | | FACSIMILE NUMBER | | |
| E-MAIL ADDRESS | bidenquirieswte@dws.gov.za | | E-MAIL ADDRESS | rohrrsm@dws.gov.za | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] | |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. | | | | | |



**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 PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| 2.7 | NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE." |

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

SIGNATURE OF BIDDER:

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

DATE:



SBD 3.2 PRICING SCHEDULE

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

SBD 3.2 is in section – Contract C2, under C2.2

Complete this document and place back into bid at C2.2



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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



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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

SBD 4



- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



**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 R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable: or

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 | 90 |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR | 10 |
| 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.



SBD 6.1

- (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

SBD 6.1



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:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

SBD 6.1



| Designated Group: An EME or QSE which is at least 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:.....

SBD 6.1



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:



NOTICE OF COMPULSORY SITE CLARIFICATION MEETING

- 1.1 Bidders will be invited to quote to provide a service at Clanwilliam Dam in the Western Cape. Bidders are therefore invited to the compulsory site inspection that will be held at Clanwilliam Dam Construction Site. (Personal Protective Equipment (PPE) such as safety boots will be required before entering the site to examine some of the items.)
- 1.2 Bidders are advised to acquaint themselves with the local conditions.
- 1.3 Claims that may arise at a later stage due to lack of information in this regard WILL NOT BE CONSIDERED.

2. COMPULSORY SITE INSPECTION DATE

The date and time of the site visit will be published in the Government Gazette along with the advertisement for this bid.

The site inspections will be held at following venue: Clanwilliam Dam Construction Site

NOTE: PLEASE NOTE THAT NO CLAIMS FOR ATTENDING THE COMPULSORY SITE CLARIFICATION MEETING SHALL BE CONSIDERED. ALL COSTS PERTAINING TO ATTENDING THIS SESSION SHALL BE BOURNE BY THE CONTRACTOR(S).

3. SITE DESCRIPTION

The dam site is situated on the Olifants river, in the Western Cape, approximately 2 km South-West of Clanwilliam town in the Western Cape province.

The site is immediately next to the N7 and accessed through a controlled gate. The gravel site roads will be regularly maintained but could get challenging under abnormal rainfall conditions.

There compulsory site inspection sessions shall be held as follows:

| OPERATIONAL AREA | VENUE FOR COMPULSORY SITE CLARIFICATION MEETING | GPS COORDINATES | | CONTACT PERSON | CONTACT NUMBERS |
|------------------|---|-----------------|-------------|-----------------------|------------------------------|
| | | SOUTH | EAST | | |
| Cederberg | Clanwilliam Dam, Construction South, Board room | -32°11'07.2" | 18°52'24.1" | M Röhrs A Frylinck | 027 050 0871 027 050 0879 |

Note: These contact numbers are only for directions queries (if get lost). All other queries will be dealt with in writing via emails.

FORM A



FORM A CERTIFICATE OF ATTENDANCE AT SITE BRIEFING

This is to certify that (*tenderer*) I,

was represented by the person of (*Bidder*)

of(*address*)

Telephone number

named below at the compulsory meeting held for all tenderers at (*location*).....

on(*date*)..... starting at (*time*).....

I acknowledge that the purpose of the meeting was to acquaint myself with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me to take account of everything necessary when compiling our rates and prices included in the tender.

Having previously studied the documents, I carefully examined the site and equipment. I have made myself familiar with all the equipment likely to influence the work and the cost thereof.

I further certify that I am satisfied with the description of the work and the explanations given by the DWS Representative and I understand perfectly the work to be done, as specified and implied, in the execution of this Contract.

Particulars of person attending the meeting: (Signed on behalf of Bidder) PRINT NAME & SIGNATURE

Name: Signature:

Capacity:

**Attendance of the above person at the meeting is confirmed by the Employer's representative, namely:
(PRINTED NAME & SIGNATURE)**

Name: Signature:

Capacity: Date and Time:

FORM B



FORM B RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

| | Date | Title or Details |
|-----|------|------------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |
| 11. | | |
| 12. | | |
| 13. | | |
| 14. | | |

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer



FORM C COMPULSORY DECLARATION

The following particulars must be furnished. In the case of a joint venture, separate declaration in respect of each partner must be completed and submitted.

Section 1: Enterprise Details

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

Section 2: Particulars of companies and close corporations

| | |
|--|--|
| Company / Close Corporation registration number | |
|--|--|

Section 3: SARS Information

| | |
|---------------------------------|---|
| Tax reference number | |
| VAT registration number: | <i>State Not Registered if not registered for VAT</i> |

Section 4: CIDB registration number

| | |
|---|--|
| CIDB Registration number (if applicable) | |
|---|--|

Section 5: National Treasury Central Supplier Database

| | |
|---|--|
| Supplier number | |
| Unique registration reference number | |

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

| Full name of principal | Identity number | Personal tax reference number |
|------------------------|-----------------|-------------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Attach separate page if necessary

FORM C



Section 7: Record in the service of the state

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

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

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

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

*insert separate page if necessary

Section 8: Record of family member in the service of the state

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

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

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

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

*insert separate page if necessary

Section 9: Record of termination of previous contracts with an organ of state

FORM C



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

Yes No (Tick appropriate box)

If yes, provide particulars (interest separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Name

.....

Date

Position

.....

Enterprise name

.....

.....

.....

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

Tender

Part T2: Returnable documents

T2.2

Compulsory Declaration

Page | 55

FORM C



NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

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

FORM D



FORM D CERTIFICATE AUTHORITY OF SIGNATORY

1. Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category. Delete whichever is inapplicable.

2.

| | | | | |
|--------------|------------------|--------------------|----------------------|------------------------|
| A Company | B Partnership | C Joint Venture | D Sole Proprietor | E Close Corporation |
|--------------|------------------|--------------------|----------------------|------------------------|

A. CERTIFICATE FOR COMPANY

I,, chairperson of the board of directors of

hereby confirm that by resolution of the board taken on 20.....

Mr/Ms....., acting in the capacity of, was authorised to sign all documents in connection with this tender for Contract reference number and any contract resulting from it on behalf of the company.

As witnesses: -

3.
Witness Chairman

4.
Witness Date

FORM D



B. CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as

.....

hereby authorise Mr/Ms,

acting in the capacity of to sign

all documents in connection with the tender for Contract reference number

and any contract resulting from it on our behalf.

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
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NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

FORM D



C. CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms, authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract reference number..... and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

| NAME OF FIRM | ADDRESS | AUTHORIZING SIGNATURE, NAME & CAPACITY |
|---------------------|----------------|---|
| Lead Partner | | |
| Partner 1 | | |
| Partner 2 | | |
| Partner 3 | | |
| Partner 4 | | |

FORM D



D. CERTIFICATE FOR SOLE PROPRIETOR.

I, hereby confirm that I am the sole owner of
the business trading as

As witnesses: -

1.
Witness Signature: Sole owner

2.
Witness Date



FORM D

E. CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key partners in the business trading as

.....
.....

hereby authorise Mr/Ms,

acting in the capacity of to sign

all documents in connection with the tender for Contract reference number

and any contract resulting from it on our behalf.

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
| | | | |
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NOTE: This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.



FORM E

FORM F



FORM F ANNUAL FINANCIAL STATEMENTS DECLARATION

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

- 1) The enterprise's financial year end is
- 2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable
- 3) The enterprise has compiled its financial accounts [tick one box]:
 - internally independently
- 4) The following statement applies to the enterprise [tick one box and provide relevant information]
 - enterprise has had its financial statements audited;
name of auditor
 - enterprise is required by law to have an independent review of its financial statements
name of independent reviewer
 - enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements
- 5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 12 months of the financial year end.
[Attach the income statement and the balance sheet contained in the financial statement]
- 6) The annual turnover for the last financial year is R
- 7) The total assets as at the end of the last financial year is R
- 8) The total liabilities as at the end of the financial year is R

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signed _____ Date _____
 Name _____ Position _____
 Tenderer _____

FORM G



FORM G PRO-FORMA FORM OF OFFER AND ACCEPTANCE

Pro-forma Form of Offer and Acceptance is in section – Contract C1, under C1.1

Complete this document and place back into bid at C1.1

FORM H



FORM H CONTRACT DATA

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

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

FORM I



FORM I PRO-FORMA PERFORMANCE GUARANTEE

Pro Forma Performance Guarantee is in section – Contract C1, under C1.3

Complete this document and place back into bid at C1.3



FORM J CONTRACTOR’S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHS Act 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2003.

To that effect a person duly authorised by the tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2003.
2. I hereby declare that my company / enterprise has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide a sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, approved by the Employer or his representative, before I will be allowed to commence with construction work under the contract. I hereby agree that my company/enterprise will not have a claim for compensation for delay or extension of time because of my failure to obtain the necessary approval for the said safety plan.
4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHS Act 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the bill of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS Act 1993 Construction Regulations 2003, including the cost for specific items that may be scheduled in the bill of quantities.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 30 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHS Act 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 3 of the OHS Act 1993 Construction Regulations 2003 before I will be allowed to proceed with any work under the contract.

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



FORM K HEALTH AND SAFETY ACT AGREEMENT

AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO. 85 OF 1993

The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety, Act No. 85 of 1993, hereinafter referred to as 'the Act', that the Contractor as an employer in its own right and in its capacity as contractor for the execution of the works, shall have certain obligations and that the following arrangements shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:-

- i) The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act, and
- ii) The Contractor undertake that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with, and
- iii) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations and expressly absolves the Employer and the Employer's consulting engineers from being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
- iv) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

SIGNED at On this day of 20.....

For and on behalf of the Contractor: Name: _____

Company Name: _____

AS WITNESSES:

1. _____

2. _____

for and on behalf of the Employer:

AS WITNESSES:

1. _____

2. _____

NOTE: As and when required; the Contractor will be required to sign project specific agreements in terms of section 37(2) of the Occupational Health and Safety Act no 85 of 1993. See example attached.



FORM L VERIFICATION DOCUMENTATION

VERIFICATION DOCUMENTATION

The Tenderer shall attach the following documentation in support of the pre-qualification specification of this bid:

original and valid B-BBEE Status Level Verification Certificate or an originally certified copy thereof, issued by accredited Verification Agency/s by SANAS or 11.2.3.2 Registered Auditor approved by Independent Regulatory Board of Auditor (IRBA), together with their bid to substantiate their B-BBEE rating claims.

A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification certificate to substantiate their B-BBEE rating claims.

An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership to substantiate their EME rating claims.

An EME that is regarded as a Specialized Enterprise is required to submit a sworn affidavit confirming their annual turnover/allocated budget/ gross receipt of R10 million or less and level of percentage of black beneficiaries to substantiate their EME rating claims.

A QSE is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership or a B-BBEE level verification certificate to substantiate their QSE rating claims.

NOTE: It is a requirement of this contract that the verification documentation of the names of proposed subcontractors for the work must be provided with the Tender.

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

DATE:



ANNEXURE A B – BBEE STATUS VERIFICATION CERTIFICATE

Preferring schedule: Broad Based Black Economic Empowerment Status

Preamble

Section 10(b) of the Broad-Based Black Economic Empowerment Act of 2003 (Act No. 53 of 2003) states that “Every organ of state and public entity must take into account and, as far as is reasonably possible, apply any **relevant code of good practice** issued in terms of this Act in developing and implementing a preferential procurement policy.”

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003 including a generic code of good practice and various sector codes. The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBEE status. The B-BBEE status needs to be assessed in accordance with the applicable code.

1 Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide sufficient evidence of their B-BBEE Status in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which their claims for preferences will be rejected.

2 Sufficient evidence of qualification

2.1 Exempted micro enterprises

Sufficient evidence of qualification as an Exempted Micro-Enterprise is a :

- a) a registered auditor’s certificate or similar certificate issued by an accounting officer as contemplated in the Close Corporation Act of 1984 in respect of the entity’s last financial year or a 12 month period which overlaps with its current financial year; or a certificate issued by a verification agency and which is valid as at the closing date for submissions; or.
- b) a sworn affidavit - B-BBEE Exempted Micro Enterprise (see www.thedti.gov.za/gazettes/Affidavit_EME.pdf)

2.2 Enterprises other than micro exempted enterprises

Sufficient evidence of B-BBEE Status is:

- a) an original or certified copy of the certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS) or registered auditors approved by Independent Regulatory Board for Auditors (IRBA) and which is valid as at the closing date for submissions; or.
- b) a sworn affidavit – B-BBEE Qualifying Small Enterprise (see www.thedti.gov.za/gazettes/BBEE_QUALIFYING_SMALL_ENTERPRISE.pdf)

3 Tender preferences claimed

The scoring shall be as follows:

| B-BBEE status determined in accordance with the preferring schedule for Broad-Based Black Economic Empowerment | % max points for preference |
|--|-----------------------------|
| Form not completed or no-complaint contributor | 0 |
| Level 8 contributor | 10 |
| Level 7 contributor | 20 |
| Level 6 contributor | 30 |
| Level 5 contributor | 40 |
| Level 4 contributor | 50 |
| Level 3 contributor | 80 |
| Level 2 or contributor | 90 |
| Level 1 contributor | 100 |

ANNEXURE A



4 Declaration

The tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions
- b) the tendering entity has been measured in terms of the following code *(tick applicable box)*
 - Generic code of good practice

 - Other – specify
- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the tenderer confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature :

Name :

Duly authorised to sign on behalf of :

Telephone :

Fax: Date :

Name of witness Signature of witness

- Note:**
- 1) Failure to complete the declaration will lead to the rejection of a claim for a preference
 - 2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference

NOTE: ATTACHED TOGETHER WITH PREFERENCING SCHEDULE THE FOLLOWING:

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

Attached hereto this page is my / our B-BBEE Status Level verification Certificated. My failure to submit the certificate with my / our tender document will result in the award of 0 (zero) points for preference will be awarded and or maybe not eligible to tender.

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

DATE:

ANNEXURE B



ANNEXURE B PROOF OF CIDB REGISTRATION

CONTRACTOR'S PROOF OF REGISTRATION WITH CIDB

Attached to this page: proof of Contractor Registration issued by the Construction Industry Development Board (CIDB).

Note: Only proof of the specified category **7CE or 7SE** or higher are acceptable. Applications, or acknowledgement of applications by CIDB, will only be acceptable if it is certain that the application will be successful and a certificate will be issued before award of the contract.

Attached hereto this page is my / our Certificate of Registration with CIDB. My failure to submit the certificate with my / our tender document will lead to the conclusion that I am / we are not registered with the CIDB and therefore maybe not eligible to tender.

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

DATE:

ANNEXURE C



ANNEXURE C TAX COMPLIANCE STATUS PIN PAGE

CONTRACTOR'S TAX COMPLIANCE STATUS PIN PAGE

Attached to this page: Valid copies of Tax Compliance status pin page issued by the South African Revenue Services.

Attached hereto this page is my / our Tax Clearance Certificate and SARS pin. My failure to submit the certificate with my / our tender document will lead to the conclusion that I am / we are not Tax compliant and therefore maybe not eligible to tender.

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

DATE:

ANNEXURE D



ANNEXURE D CENTRAL SUPPLIER DATABASE

CONTRACTOR'S CENTRAL SUPPLIER DATABASE (CSD) PROOF OF REGISTRATION

Attached to this page: Central Supplier Database (CSD) proof of registration containing MAAA number.

Attached hereto this page is my / our Proof of Registration with National Treasury's Central Supplier Database (CSD).

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

DATE:

ANNEXURE E



**ANNEXURE E COMPANY INTELLECTUAL PROPERTY
COMMISSION CERTIFICATE**

**CONTRACTOR'S COMPANY INTELLECTUAL PROPERTY COMMISSION (CIPC/CIPRO) PROOF
OF REGISTRATION**

Attached to this page: Copies of bidder's CIPC / CIPRO company registration documents listing all members with percentages.

Attached hereto this page is my / our Proof of CIPC/CIPRO active registration certificate.

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

DATE:

ANNEXURE G



ANNEXURE G LETTER OF GOOD STANDING FROM COIDA

CONTRACTOR'S LETTER OF GOOD STANDING FROM COIDA

Attached to this page: A valid letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 and or third parties insurance registered with Financial Service Board

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

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

DATE:



ANNEXURE H COMPANY EXPERIENCE

COMPANY EXPERIENCE

1. Schedule of similar current and past work undertaken

To complete Annexure H-1 for the tenderer’s specific experience related to this project / similar work undertaken and completed, as explain below.

Completed projects that dealt with concrete surface removal for relevant work done, will be accepted for evaluation. The following suggested method and or combination of methods that could have been used, **but not limited to**, are as followed:

- Mechanical concrete surface removal
- High pressure water jet concrete surface removal

2. Completion Certificates of previous projects completed

Tenderer to provide proof of previous similar projects completed, as described above, in terms of submitting completion certificates.

The evaluation will be done as per Annexure J.

3. Contactable contract client reference letters

Provide a minimum of 3 contactable references of clients for whom work was carried out and completion certificates is submitted in the last 10 years. The contactable reference should have the following:

- Description of the project,
- Period of the contract,
- Contract amount,
- Client Name, &
- Client contact details (Telephone number, Cell phone number and E-mail Address).

Tenderer must submit signed reference letter(s) from previous clients/employer.

4. Proof of the value of work undertaken

Please attach proof of value together with completion certificates of previous projects completed as listed in “Schedule of similar work undertaken” – Annexure H-1. Where the value of the projects is stated in other currencies, state the exchange rate at the time of project execution.

The evaluation will be done as per Annexure J.

Attached hereto this page is my / our documents as listed above.

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

DATE:

ANNEXURE H



ANNEXURE H-1 SCHEDULE OF SIMILAR WORK UNDERTAKEN

The Bidder shall, in the schedule hereunder, list all work of a similar nature to that contained in this Contract which has been successfully executed by him during the past ten years and/or which is at present being carried out by him.

| DESCRIPTION AND LOCALITY OF WORK (NATURE OF WORK) | NAME TELEPHONE NUMBER AND EMAIL ADDRESS OF FIRM OF ENGINEERS, MUNICIPALITY, OR GOVERNMENT DEPARTMENT WHO ADMINISTERED THE WORK | VALUE OF WORK IN RAND (Inclusive of VAT) | DATE COMPLETED OR EXPECTED TO BE COMPLETED |
|---|--|--|--|
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NOTE: IF NO SIMILAR WORK HAS BEEN CARRIED OUT, THE ABOVE SCHEDULE IS TO BE MARKED "NIL" BY THE TENDERER

NAME OF BIDDER: _____

COMPANY NAME: _____

SIGNATURE OF BIDDER: _____

DATE: _____

IMPORTANT NOTE:

FAILURE BY THE BIDDER TO LIST PREVIOUS SIMILAR WORK DONE, THE BID SHALL BE REGARDED AS NON-RESPONSIVE



ANNEXURE J ABILITY & CAPABILITY

ABILITY & CAPABILITY

The tenderer shall attach his proposed Ability & Capability as follows but not limited to:

1. **Schedule of Plant and Equipment:** A fully completed and signed schedule list of major items of relevant equipment that the bidder own or will lease and have for this contract must be provided. Access material and plant for concrete surface removal and lifting of material and equipment needs to be included.
At least 5 machines/ equipment to be listed, of which the following is suggested to be included but not limited to (water pump, generator, higher pressure equipment (water jetting), mechanical cablers, sand blasting machine, temporary access scaffolding materials, mobile hydraulic crane / other lifting equipment, sedimentation containment material, etc.)
2. **Past Experience:** Tenderer's specific experience related to this project (similar work undertaken and completed by bidder in the past and specific the last 5 years). As per requirement specified in Annexure H- Company experience.
3. **Method Statement for Concrete Surface Preparation:**
It is a requirement that the Tenderer shall attach / submit a preliminary Method Statement, that adequately details all activities, durations, equipment and materials and any associated risks in terms of operations envisaged on this contract in line with the requirements as described under Project Specifications C3.2 PS 5.2. Method statements with full details will be required for the following but not limited to:
 - o Methods
 - o Phases
 - o Dust suppression control (Environmental)
 - o Debris or waste management (Environmental)
 - o Managing risks while working at Heights (OHS)
 - o Access Scaffolding and or temporary walkways and landings
 Max 10-20 pages recommended.
4. **Quality Management System:** Provide a Project Quality plan with:
 - Inspection and test plan for each activity in which the sequence of events is listed with the applicable conformance criteria, standards, specifications and drawings as well as the frequency and records of inspections with holding points.
 - Provide sample of record sheets.
5. **Health and Safety Plan:** Provide Health and Safety Management System for all the work to be carried out with specific reference to:
 - Organogram & legal appointments
 - Baseline Risk assessment
 - Temporary designs for access to Concrete Surface Removal surfaces and name of professional person.
 - File structure of documentation
6. **Environmental Plan** Provide Environmental Management System for all the work to be carried out with specific reference to:
 - Organogram & legal appointments
 - Baseline Risk assessment and;
 - File structure of documentation

ANNEXURE J



7. Qualifications / Experience:

The tendered shall attach his proposed management, key personal structure, and human resource plan for the execution of the works as per Annexure J-1, as follows but not limited to:

- Construction Manager: Must have a valid registration with SACMP, with 5 years' experience in field of concrete surface removal.
- Designer of access scaffolding must have valid registration with ECSA, together with working on heights certificate.

The evaluators are to score the Ability & Capability as per the below table.

| Score | Prompt for judgement |
|-------|---|
| 0 | Failed to address the question / issue |
| 20 | A detrimental response / answer / solution – limited or poor evidence of skill / experience sought or high risk that relevant skills will not be available |
| 40 | Less than acceptable – response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available. |
| 60 | Acceptable response / answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought |
| 80 | Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it. |
| 100 | Excellent – response / answer / solution gives real confidence that the Tenderer will add real value. |

ANNEXURE J



| NO. | CRITERIA | DELIVERABLES | WEIGHTING/ JUDGEMENT PER CRITERIA | MAXIMUM POINTS |
|-----|--|---|---|--|
| 1 | Schedule of Plant and Equipment | <p>1. A fully completed and signed schedule list of major items of relevant equipment that the bidder own or will lease and have for this contract must be provided. As per Annexure L. The following must be presented on the schedule to be provided:</p> <p>At least 5 machines/ equipment to be listed, of which the following is suggested to be included but not limited to (water pump, generator, higher pressure equipment (water jetting), mechanical cablers, sand blasting machine, temporary access scaffolding materials, mobile hydraulic crane / other lifting equipment, sedimentation containment material, dust suppression control equipment, etc.).</p> <p>The plant listed should have the following detail:</p> <ul style="list-style-type: none"> • Item Description • Type & capacity • Quantity of equipment to be used • Year of manufacture | | Total for criteria 5 |
| | | <ul style="list-style-type: none"> • 20 Machines/ plant/ equipment listed | 4 Point | |
| | | <ul style="list-style-type: none"> • 15 Machines/ plant/ equipment listed | 3 Point | |
| | | <ul style="list-style-type: none"> • 10 Machines/ plant/ equipment listed | 2 Point | |
| | | <ul style="list-style-type: none"> • 5 Machines/ plant/ equipment listed | 1 Point | |
| | | <p>2. Provide the locations where the Plants may be inspected related to contactable references. (1 point will be allocated for providing a allocation to inspect plant/machines/equipment, and if omitting zero point will be allocated)</p> | 1 Point | |
| 2 | Past Experience | <p>Proof of past experience:</p> <ul style="list-style-type: none"> • Completion certificates of relevant works (as per requirement in Annexure H). • Proof of the value for each of these completed projects (as per requirement in Annexure H). • With a minimum of 3 contactable references for the attached completion certificates (as per requirement in Annexure H). | | Total for criteria 15 |
| | | <p>8 or more Completed related projects</p> | 15 Points | |
| | | <p>Less than 8 but more than 5 Completed related projects</p> | 10 Points | |
| | | <p>More than 3 but less than 5 projects</p> | 5 Points | |
| | | <p>Less 3 Completed related projects will mean that the bidder is non-responsive</p> | 0 Points | |
| 3 | Method Statement for Preparation of concrete surfaces | <p>It is a requirement that the Tenderer shall attach / submit a preliminary Method Statement, that adequately details all activities, durations, equipment and materials and any associated risks in terms of operations envisaged on this contract in line with the requirements as described under Project Specifications C3.2 PS 5.2. Method statements with full details will be required for the following but not limited to:</p> <ul style="list-style-type: none"> ○ Methods ○ Phases ○ Dust suppression control (Environmental) ○ Debris or waste management (Environmental) ○ Managing risks while working at Heights (OHS) ○ Access Scaffolding and or temporary walkways and landings <p>As per the following section downstream of Dam wall:</p> | | Total for criteria 30 Score as per Table F, Par 5.11.9 |

ANNEXURE J



| | | | | |
|--|-------------------------------------|--|--------------|------------------------------|
| 3 | | • <i>Right bank</i> | 6 Points | |
| | | • <i>Left bank</i> | 6 Points | |
| | | • <i>Lower Spillway / Apron.</i> | 6 Points | |
| | | • <i>Spillway mid-section</i> | 6 Points | |
| | | • <i>Spillway Top-section</i> | 6 Points | |
| 4 | Quality Management System | Attached example of Quality Management System/ plan including contents, and clearly explained | Max 5 Points | Total for criteria 10 |
| | | Provide sample of record sheets. | Max 5 Points | |
| 5 | Health and Safety Plan | Provide Health and Safety Management System for all the work to be carried out with specific reference to: | | Total for criteria 10 |
| | | • <i>Organogram</i> | Max 2 Points | |
| | | • <i>Legal appointments(also include Designer of Access materials)</i> | Max 2 Points | |
| | | • <i>Baseline Risk assessment and</i> | Max 4 Points | |
| | | • <i>File structure of documentation</i> | Max 2 Points | |
| 6 | Environmental Plan | Provide Environmental Management System for all the work to be carried out with specific reference to: | | Total for criteria 10 |
| | | • <i>Organogram</i> | Max 2 Points | |
| | | • <i>legal appointments</i> | Max 2 Points | |
| | | • <i>Baseline Risk assessment</i> | Max 4 Points | |
| | | • <i>File structure of documentation</i> | Max 2 Points | |
| 7 | Ability and Capability | Demonstrated skills and experience for this project by submission of organization and staffing proposals with a 1 page resume (CV) of each key project team member; CV to include experience, accreditation / affiliation. Proof of qualifications, required | | Total for criteria 20 |
| | | Professional Construction Manager(SACMP) | Max 7 Points | |
| | | 10 Years or more experience after registration | 7 points | |
| | | 7- 9 Years or more experience after registration | 4 points | |
| | | 5 - 6 Years or more experience after registration | 2 points | |
| Foreman | Max 7 Points | | | |
| 10 Years or more experience | 7 points | | | |
| 7- 9 Years or more experience | 4 points | | | |
| 5 - 6 Years or more experience | 2 points | | | |
| CV 's for 4 most experienced Skilled Staff additional to the above suitable to the work to be carried out | Max 6 Points (1.5 points per CV) | | | |
| | | | TOTAL | Max 100 Min 70 |

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

DATE:

ANNEXURE K



DID YOU ATTACH A VALID COPY OF TAX COMPLIANCE STATUS PIN PAGES OF ALL SUB-CONTRACTORS AS LISTED ABOVE?

YES NO

AND FAILURE BY THE BIDDER TO ATTACH TAX COMPLIANCE STATUS PIN PAGES AND MAINTAIN TAX COMPLIANCE STATUS AT THE AWARD STAGE, THE BID SHALL BE REGARDED AS NON-RESPONSIVE

DID YOU ATTACH COPIES OF VALID B-BBEE CERTIFICATES OF ALL SUB-CONTRACTORS' AS LISTED ABOVE?

YES NO

FAILURE BY THE BIDDER TO ATTACH LISTED SUB-CONTRACTORS' COPIES OF VALID B-BEE CERTIFICATES OR IN CASE OF EMEs A SWORN AFFIDAVIT OBTAINABLE FROM THE DEPARTMENT OF TRADE AND INDUSTRY, THE BID SHALL BE REGARDED AS NON-RESPONSIVE

DID YOU ATTACH COPIES OF VALID ID DOCUMENTS OF OWNERS OF ALL SUB-CONTRACTORS' AS LISTED ABOVE?

YES NO

FAILURE BY THE BIDDER TO ATTACH LISTED SUB-CONTRACTORS' COPIES OF VALID ID DOCUMENT, THE BID SHALL BE REGARDED AS NON-RESPONSIVE

DID YOU ATTACH COPIES OF INCORPORATION OF THE COMPANY (CIPC CERTIFICATES) OF ALL SUB-CONTRACTORS AS LISTED ABOVE?

YES NO

FAILURE BY THE BIDDER TO ATTACH LISTED SUB-CONTRACTORS' COPIES OF INCORPORATION OF COMPANY (CIPC CERTIFICATES), THE BID SHALL BE REGARDED AS NON-RESPONSIVE

NAME OF BIDDER:

COMPANY NAME: _____

SIGNATURE OF BIDDER: _____

DATE: _____

ANNEXURE L



ANNEXURE L SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our tender is accepted.

(a) Details of major equipment that is owned by me / us and immediately available for this contract.

| DESCRIPTION <i>(type, size, capacity etc)</i> | QUANTITY | YEAR OF MANUFACTURE | PRESENT FINANCIAL LIABILITY |
|--|----------|---------------------|-----------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Attach additional pages if more space is required

(b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is accepted

| DESCRIPTION <i>(type, size, capacity etc)</i> | QUANTITY | HOW ACQUIRED | |
|--|----------|--------------|--------|
| | | HIRE/BUY | SOURCE |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

Failure to complete this form properly and correctly, will lead to the conclusion that the tenderer does not have the necessary plant and equipment resources at his disposal, which will prejudice his tender.

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

DATE:



DEPARTMENT OF WATER AND SANITATION

DWS13 1122WTE

CONCRETE SURFACE PREPARATION AT THE RAISING OF CLANWILLIAM DAM FOR CONSTRUCTION SOUTH IN THE WESTERN CAPE

C1: AGREEMENT AND CONTRACT DATA

CONTENTS

C1.1 PRO-FORMA FORM OF OFFER AND ACCEPTANCE

C.1.2 CONTRACT DATA

C 1.2.1 GENERAL CONDITIONS OF CONTRACT

C 1.2.2 SPECIAL CONDITIONS OF CONTRACT

C 1.2.3 CONTRACT SPECIFIC DATA

C1.3 PRO-FORMA FORM OF GUARANTEE



FORM G – PRO FORMA FORM OF OFFER

C1.1 PRO FORMA FORM OF OFFER AND ACCEPTANCE - RENDERING OF SERVICES (as per GCC 2015)

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

CONCRETE SURFACE PREPARATION AT THE RAISING OF CLANWILLIAM DAM FOR CONSTRUCTION SOUTH IN THE WESTERN CAPE

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....

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

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

For the Tenderer:

Signature(s): _____

Name(s): _____

Capacity: _____

Date: _____

Name and address of organisation:

Signature and names of witness:

Signature(s): _____

Name(s): _____

Capacity: _____

Date: _____

ACCEPTANCE

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

The terms of the contract, are contained in

- Part T1: Tender Data
- Part T2: Returnable Schedules and Documents
- Part C1: Contract Data
- Part C2: Pricing Data
- Part C3: Scope of Work
- Part C4: Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Part T1 to Part C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this agreement shall constitute a binding contract between the parties.

For the Employer:

Signature(s): _____

Name(s): _____

Capacity: _____

Date: _____

Name and address of organisation:

Signature and names of witness:

Signature(s): _____

Name(s): _____

Capacity: _____

Date: _____

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender;
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here;
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here;
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1. **Subject:** _____

Details _____

2. **Subject:** _____

Details _____

By the duly authorised representatives signing this Agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender schedules, as well as

any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

FOR THE EMPLOYER

Signature(s)

Name(s)

Capacity

Name and address of organisation

Name and address of organisation

Witness signature

Witness Name

Date

C1.2 CONTACT DATA

C1.2.1 GENERAL CONDITIONS OF CONTRACT

The Contract shall be governed by the "General Conditions of Contract for Construction works, Third Edition, 2015, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685 and is obtainable from www.saice.org.za. It is supplemented with the Special Conditions of contract for the GCC and the Contract Data for GCC.

The only variations from these General Conditions of Contract shall be given in the Special conditions of Contract below. Whenever there is a conflict, the provisions in the Special Conditions of Contract shall prevail.

C1.2.2 SPECIAL CONDITIONS OF CONTRACT

C1.2.2.1 GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, to the extent specified below, and shall take precedence and shall govern.

C1.2.2.2 AMENDMENT TO THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS. (3rd Edition 2015) (GCC)

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or sub clause in the General Conditions of Contract for Construction Works (3rd Edition 2015), and the applicable heading. A new special condition, that has no relation to the existing clauses, is introduced by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

The pro forma annexures included in the General Conditions of Contract for Construction Works (3rd Edition 2015) are deleted for the purpose of this Contract and are replaced with the forms bound into this document

SCC 1(1) Definitions

The definitions contained in Clause 1(1) are hereby amended and/or supplemented as follows:

SCC 1.1.1 In the contract defined as:
DWS13 1122WTE

" CONCRETE SURFACE PREPARATION AT THE RAISING OF CLANWILLIAM DAM FOR CONSTRUCTION SOUTH IN THE WESTERN CAPE"

the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

SCC1.1.1.15 "Employer" means the Department of Water and Sanitation acting on behalf of the Government of the Republic of South African and shall include the Employer's duly authorised representative

SCC1.1.1.16 "Employers Agent" means Contract Manager DWS: Construction South or any other person appointed from time to time by him and notified in writing to the Contractor.

SCC 6.5 Day works: Delete in entirety

- SCC 8.6.1 Change paragraph to read “Except if provided otherwise in the Contract Data, the Contractor, without limiting his obligations in terms of the Contract, shall as part of the documentation required before commencing with the works in accordance with Clause 5.3.1, at his own cost, effect and maintain the following insurances in the name of the Contractor.”
- SCC 8.6.1.1 Delete
- SCC 8.6.1.1.1 Delete with sub-clauses
- SCC 8.6.1.3 Change paragraph to read “Liability insurance that covers the Contractor against its respective liability for the death of, or injury to any person, or loss of, or damage to property arising from or in the course of the fulfilment of the Contract, from the Commencement Date to the issue of the Certificate of Completion for a limit of indemnity covering the risks of the Contractor for an amount not less than stated in the Contract Data.”
- SCC 8.6.6 Delete
- SCC 8.6.7 Delete

C1.2.3 CONTRACT SPECIFIC DATA

The General Conditions of Contract for Construction Works, Third Edition, 2015 published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering (Tel 011-805 5947) www.saice.org.za.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract

The following contract specific data, referring to the General Conditions of Contract for Construction Works Third Edition (2015), are applicable to this Contract:

PART 1 COMPULSORY DATA PROVIDED BY THE EMPLOYER

| Clause | Description | Information |
|----------|--|--|
| 1.1.1.13 | Defects and liability period | 12 Months |
| 1.1.1.14 | The time for practical Completion | 36 Months from commencement date |
| 1.1.1.15 | The name of Employer | Department of Water and Sanitation |
| 1.2.1.2 | The address of the Employer | Department of Water and Sanitation Private Bag X313 Pretoria 0001 Email: Bidenquirieswte@dws.gov.za |
| 1.1.1.16 | The name of the Employers Agent. | Contract Manager DWS Construction South |
| 1.2.1.2 | The address of the Employers Agent. | Department of Water and Sanitation Construction South 4-6 Alkmaar Str. Paarl |
| 1.1.1.26 | The Pricing Strategy | Re-measurable |
| 3.2.3 | Specific approval of the Employer required | 5.7.3 Acceleration 5.12.3 Extension of Time 6.3.1 Variations 9.1 Termination of Contract 9.2 Termination by Employer 10 Claims and Disputes |
| 5.1.1.1 | Special non-working days | 1. Statuary holidays as declared by National or Regional Government. 2. Three weeks annual Builders holiday December to January (dates to be confirmed) 3. The last Friday of every month. |
| 5.8.1 | The non-working days | Sundays |

| | | |
|--------|---|---|
| 5.3.1 | The documentation required before commencement with works execution: | Health and Safety plan (Clause 4.3) Initial programme (Clause 5.6) Security (Clause 6.2) Insurance (Clause 8.6) Method Statements (as required by the applicable Specifications) Other documents as specified in C3 |
| 5.3.2 | The time to submit the documentation required before commencement with Works execution | 28 days |
| 5.4.2 | The access and possession of the Site | Shall not be exclusive to the Contractor but as set out in the Site Information |
| 5.13.1 | The penalty for failing to complete the Works | R10 000,00 per working day |
| 5.14.1 | Requirements for practical completion | On submission and signed of all Concrete Surface Removal records and reports of scheduled work. |
| 5.16.3 | The latent defect period | 10 years |
| 6.2 | Security | Security will be provided to the value of 10% of the contract value. |
| 6.8.2 | The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: $(1 - x) \left[\frac{aL_t}{L_o} + \frac{bP_t}{P_o} + \frac{cM_t}{M_o} + \frac{dF_t}{F_o} - 1 \right]$ | x = 0,10 (Fixed) Values of coefficients are: a = 0.15 Labour b = 0.30 Contractors Equipment c = 0.45 Material d = 0.10 Fuel Total of all coefficients must equal 1.0 |
| 6.8.2 | The definition and source of: "Lt" is the "labour Index", "Pt" is the "Plant Index" "Mt" is the "Materials Index" | The Consumer Price Index for the urban area nearest to the Site, in the Western Cape Province, as stated in the Contract Data, and as published in the Statistical News Release, P0141, Additional Tables: Table A "CPI- all items according to area" of Statistics South Africa and published by SAFCEC from time to time. Producer Price Index applicable to the appropriate Construction equipment as stated in the Contract Data and as published in the Statistical Release P0151.1, Plant (Civil) Table 4 of Statistics South Africa and published by SAFCEC from time to time. Producer Price Index applicable to the appropriate materials as stated in the Contract Data and as published in the Statistical Release P0151.1, Material (Civil) Table 6 of Statistics South Africa and published by SAFCEC from time to time. |

| | | |
|-----------|--|---|
| | "Ft" is the Fuel Index | Producer Price Index for Diesel at wholesale level for the coastal area as stated in the Contract Data and as published in the Statistical Release P0142.1 Diesel Fuel Coastal, Table 1 of Statistics South Africa and published by SAFCEC from time to time. |
| 6.8.2 | The base month | Month and year prior to closing of tender |
| 6.5.1.2.3 | The percentage allowance on the net cost of materials actually used in completed work | 15% |
| 6.10.1.5 | The percentage advance on materials not yet built into the Permanent Works | 0% |
| 6.10.3 | The limit of retention money | 5% of the Contract Value |
| 6.11 | Variation exceeding 15 per cent | 20% |
| 8.6.1.1.2 | Value of plant and materials supplied by the employer to be included in the insurance sum | 0 |
| 8.6.1.1.3 | Amount cover professional fees for repairing damage and loss to be included in the insurance sum | R100 000 |
| 8.6.1.3 | The limit of indemnity for liability insurance | R 50 000 000.00 (fifty million rads only) |
| 10.5.3 | The number of Adjudication Members to be appointed by the Contractor | Three (3) |
| 10.7.1 | The determination of disputes | Legal Process |

PART 2: DATA PROVIDED BY THE CONTRACTOR

(CONTRACT DATA PART C1.2 – FORM H)

| Clause | Description | Information |
|---------|--|---|
| 1.1.1.9 | The name of the Contractor | |
| 1.2.1.2 | The address of the contractor | Physical address: Postal address: E-mail address: |
| 6.2.1 | The security to be provided by the contractor | Performance guarantee of 10% of Contract sum. |
| 6.8.3 | Price adjustments for variations in the costs of special materials are allowed | Special Material(s) Unit Rate |

(End of Section C1)

FORM I PERFORMANCE GUARANTEE

C1.3 PRO FORMA PERFORMANCE GUARANTEE

Tender Reference No: DWS13 1122WTE

General Conditions of Contract for Construction Works, Third Edition (2015)

**PRO FORMA
PERFORMANCE GUARANTEE**

For use with the General Conditions of Contract for Construction Works, Third Edition (2015).

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Employer's Agent" means:

"Works" means:

"Site" means:

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R

Amount in words:

Type of Performance Guarantee: (*Insert Variable or Fixed*)

"Expiry Date" means: (*Give date*) or any other later date set by the

Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

1. VARIABLE PERFORMANCE GUARANTEE

1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

R.....(Amount in words.....)

1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:

R.....(Amount in words.....)

1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

2. FIXED PERFORMANCE GUARANTEE

2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

2.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1 The Guarantor hereby acknowledges that:

3.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.

3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:

3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;

3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;

3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.

3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or

- 3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
- 3.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 3.4 It is recorded that the aggregate amount of payments. required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 3.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at:

Date:

Guarantor's signatory (1):

Capacity:

Guarantor's signatory (2):

Capacity:

Witness signatory (1):

Witness signatory (2):

DEPARTMENT OF WATER AND SANITATION

DWS13 1122WTE

**CONCRETE SURFACE PREPARATION AT THE RAISING OF CLANWILLIAM DAM FOR
CONSTRUCTION SOUTH IN THE WESTERN CAPE**

C2: PRICING DATA

CONTENTS

C2.1 PRICING INSTRUCTIONS

C2.2 BILL OF QUANTITIES

C2.1 PRICING INSTRUCTIONS

1. GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Tender Documents which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specification), and the Drawings.

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with the Standards System of Measuring Builders work 6th Edition as an issue by the Association, which has been drawn up in accordance with the project and particular specifications.

The short descriptions of the items in the Bill of Quantities are for identification purposes only and the measurement and payment clause of the Standardised Specifications and each Particular Specification, read together with the relevant clauses of the Project Specification and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimated quantities only and will be subject to re-measuring during the execution of the work. Where quantities or sums are indicated as "Provisional, the Employer reserves the right to adjust the quantity or sum upwards or downwards as necessary, or the item can be omitted altogether. The Contractor shall obtain the Employers Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities, and the contract price for the completed contract shall be computed at the relevant unit rates and prices, all in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications, and the Drawings, et.. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

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

4. PRICING OF THE SCHEDULE

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the Tender is based. Reasonable unit rates and prices shall be entered in the Bill of Quantities as these will be used for the assessment of payment for any additional work that may have to be carried out.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which "rate only" is required or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

All rates and amounts quoted in the Bill of Quantities shall be in Rand and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities.

5. CORRECTION OF ENTRIES

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

6. MONTHLY PAYMENTS

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2015 (Third edition), in respect of "sum" items in the Schedule of Quantities shall be by means of interim progress installments assessed by the Employers Agent and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

7. UNITS OF MEASUREMENT

The units of measurement described in the Bill of Quantities are metric units for which standard international abbreviations are used. Abbreviations used in the Bill of Quantities, including some non-standard abbreviations, are as follows:

| Non-Standard Abbreviations | |
|----------------------------|------------------|
| % | percent |
| No. | number |
| Prov sum | Provisional sum |
| R/only | Rate only |
| sum | lump sum |
| Standard Abbreviations | |
| kPa | kilopascal |
| m | metre |
| m ² | square metre |
| m ³ | cubic metre |
| MN | meganewton |
| MN.m | meganewton-metre |
| MPa | megapascal |
| t | ton (1000 kg) |

For the purpose of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

| | |
|-----------|---|
| Unit: | The unit of measurement for each item of work |
| Quantity: | The number of units of work for each item. |
| Rate: | The agreed payment per unit of measurement. |
| Amount: | The product of the quantity and the agreed rate for an item. |
| Lump-sum: | An agreed amount for an item, the extent of which is described in the Bills of Quantities but the quantity of work of which is not measured in any units. |

8. ARITHMETICAL ERRORS

Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

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 line item total shall govern and the rate 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 SANS 10845 -3 Clause 4.10.

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.

DEPARTMENT OF WATER AND SANITATION

REF 0017-1-2022 (WTE)



CONCRETE SURFACE PREPARATION AT THE RAISING OF CLANWILLIAM DAM FOR CONSTRUCTION SOUTH IN THE WESTERN CAPE

C2.2 BILL OF QUANTITIES

SBD 3.2

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

| |
|--|
| Name of Bidder.....Bid number DWS13 1122WTE |
| Closing Time: 11:00am Closing date 24 January 2023 |

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

| ITEM NO | PAY REF | SHORT DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|--|---------|---|------|-----|------|--------|
| SECTION A : PRELIMINARY AND GENERAL | | | | | | |
| A1 | | FIXED-CHARGE ITEMS | | | | |
| A1.1 | CWD01 | Establishment of Facilities | No | 1 | | |
| A1.2 | CWD01 | De-establishment of Facilities | No. | 1 | | |
| A1.3 | CWD01 | Temporary De-establishment of Facilities | No. | 4 | | |
| A1.4 | CWD01 | Re-establishment after Temporary De-establishment of Facilities | No. | 4 | | |
| Carry forward to summary - Sub Total A1 = | | | | | | |

| ITEM NO | PAY REF | SHORT DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|--|---|--|------|-----|------|--------|
| A2 | | TIME RELATED ITEMS | | | | |
| A2.1 | CWD01 | Supervision for Duration of Construction | Sum | 1 | | |
| A2.2 | CWD01 CWD15 CWD65 CWD67 EMP | Health and Safety and Environmental Compliance | Sum | 1 | | |
| Carry forward to summary - Sub Total A2 = | | | | | | |
| SUB TOTAL A2 = | | | | | | |
| SECTION B : TEST SECTION FOR CONCRETE SURFACE REMOVAL | | | | | | |
| B1 | CWD | TEST SECTION | | | | |
| B1.1 | CWD15.5.6.1 CWD15.5.6.2 CWD15.5.1.3 | Test Section - Removal of 2m x 2m concrete surface material to 5mm deep and removal of loose debris. | No. | 4 | | |
| B1.2 | CWD15.5.6.2 | Pull-off tests (Min 100mm NB at removal of 5mm surface) | No. | 40 | | |
| B1.3 | CWD15.5.6.2 | Cores (Removal of 5mm surface) and treated with a Phenolphthalein indicator solution | No. | 40 | | |
| B1.4 | CWD15.5.6.1 CWD15.5.6.2 CWD15.5.1.3 | Test Section - Removal of 2m x 2m concrete surface material to a minimum depth of 50mm to 100mm and removal of loose debris. | No. | 4 | | |
| B1.5 | CWD15.5.6.2 | Pull-off tests (Min 100mm NB at removal of 50 – 100mm surface) | No. | 40 | | |
| B1.6 | CWD15.5.6.2 | Cores ((Removal of 50 – 100mm surface) and treated with a Phenol-phthalein indicator solution | No. | 40 | | |
| B1.7 | CWD15.5.6.2 | Appointment of Specialist (Pull-off tests and coring) | Sum | 1 | | |
| SUB TOTAL B1 = | | | | | | |

Pricing schedule to continue to section C..

| SECTION C : CONCRETE SURFACE PREPARATION (Removal of concrete surface and debris) | | | | | | |
|--|----------------------------------|--|----------------|------------|-------------|---------------|
| ITEM NO | PAY REF | SHORT DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
| C1 | CWD15 | C1 – DIRECT WORKS | | | | |
| C1.1 | 15.5.6.1 15.5.6.2 15.5.6.3 | Removal of 5mm deep concrete surface material. | m ² | 2000 | | |
| C1.2 | 15.5.6.1 15.5.6.2 15.5.6.3 | Removal of waste (debris and or slurry) from 5mm deep concrete surface removal. | m ² | 2000 | | |
| C1.3 | 15.5.6.1 15.5.6.2 15.5.6.3 | Removal of concrete surface material to a minimum depth of 50mm | m ² | 4400 | | |
| C1.4 | 15.5.6.1 15.5.6.2 15.5.6.3 | Extra Over: Removal of concrete surface material to a depth of 50mm to 100mm | m ² | 4400 | | |
| C1.5 | 15.5.6.1 15.5.6.2 15.5.6.3 | Waste Removal (debris and or slurry) to a depth of 50mm deep surface concrete removal | m ² | 4400 | | |
| C1.6 | 15.5.6.1 15.5.6.2 15.5.6.3 | Extra Over: Waste Removal (debris and or slurry) from 50mm deep to 100mm deep of surface concrete removal | m ² | 4400 | | |
| C 1.7 | CWD15.5.6.2 | Appointment of Specialist for testing and coring Sum | sum | 1 | | |
| SUB TOTAL C1 = | | | | | | |

| C2.2 SUMMARY OF BILL OF QUANTITIES | | |
|---|---|---------------|
| SECTION | DESCRIPTION | AMOUNT |
| A1 | FIXED CHARGES | |
| A2 | TIME RELATED CHARGES | |
| B1 | TEST SECTION (Including pull-off tests and coring) | |
| C1 | DIRECT WORKS – CONCRETE SURFACE REMOVAL | |
| D | SUB – TOTAL(D) = (A1 + A2 + B1 + C1) | |
| E | 10 % CONTINGENCIES (E) OF D | |
| F | SUB TOTAL F (D + E) | |
| G | 20 % ESCALATION (G) OF F | |
| H | SUB TOTAL H (F + G) | |
| | 15 % Vat OF H | |
| | TOTAL incl. Vat (H + Vat) | |

- Service basis.
(See note here under)

CONSTRUCTION SOUTH
CLANWILIAM DAM IN THE WESTERN
PROVINCE

- Period required before service after receipt of order:

Name and addresses of the supplier where the product is sourced from?

-

-

-

-

Country of origin

- Delivery period:

*FIRM / NOT FIRM

- Is the price firm?

*FIRM / NOT FIRM

Any enquiries regarding bidding procedures may be directed to the –

Department of Water and Sanitation

Supply Chain Management Office

Private Bag X313, Pretoria, 0001.

Or

For technical or site information –

M. Röhrs

Email I: RohrsM@dws.gov.za

2.3 PRICE ADJUSTMENTS

A. NON-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:

$$(1 - x) \left[\frac{aL_t}{L_o} + \frac{bP_t}{P_o} + \frac{cM_t}{M_o} + \frac{dF_t}{F_o} - 1 \right]$$

Where:

- X = Fixed 10% (0,10) of the original bid price. Is portion of the bid price remains firm, it is not subject to any price escalations.
- a = Factor of the bid price for Labour
- b = Factor of the bid price for Contractors Equipment
- c = Factor of the bid price for Material
- d = Factor of the bid price for Fuel

The total of the various factors “a”, “b”, “c”, “d” must add up to 100%

- “Lt”, “Pt”, “Mt” & “Ft” = Index figure obtained from a Statistics South Africa and published by SAFCEC from time to time (**As defined in C1.2.3 – Clause 6.8.2**)
- “Lo”, “Po”, “Mo”, “Fo” = Index figures at time of bidding

3. The following index/indices must be used to calculate your bid price: **(As per C1.2.3 Contract data: THE INDICES WILL BE BASED DATE ON AT TIME OF TENDER - CLAUSE 6.8.2)**

- Index Lo = Dated.....
- Index Po = Dated.....
- Index Mo = Dated.....
- Index Fo = 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%.

| FACTORS ("a", "b", "c" & "d".) | PERCENTAGE OF BID PRICE |
|-----------------------------------|-------------------------|
| a | 15% |
| b | 30% |
| c | 45% |
| d | 10% |
| TOTAL | 100% |

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

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

WHERE PRICES ARE INDICATED AS FIRM NO PRICE INCREASE CLAIM WILL BE ENTERAINED DURING THE CONTRACT PERIOD

DEPARTMENT OF WATER AND SANITATION

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**CONCRETE SURFACE PREPARATION AT THE RAISING OF CLANWILLIAM DAM FOR
CONSTRUCTION SOUTH IN THE WESTERN CAPE**

C3. SCOPE OF WORK

CONTENT

- C3.1 STANDARD SPECIFICATION
- C3.2 PROJECT SPECIFICATION
- C3.3 PARTICULAR SPECIFICATIONS
- C3.4 VARIATIONS AND ADDITIONS TO SPECIFICATIONS

3.1 STANDARD SPECIFICATION

SS 1 APPLICABLE STANDARD SPECIFICATIONS

In the event of any discrepancy between a part or parts of the Standardised or Particular Specifications 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 drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Employers Agent before the execution of the work under the relevant item

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

C3.2 PROJECT SPECIFICATION

CONTENT

PS 1. PROJECT DESCRIPTION

PS 2. LOCATION AND ACCESS TO SITE

PS 3. SCOPE OF WORK

PS 3.1 Scope

PS 3.2 Site Preparation

PS 3.3 Protection against structures

PS 4. FACILITIES

PS 4.1 Site office and storage area

PS 4.2 Accommodation for employees

PS 4.3 The supply of water and electrical power

S 5. CONSTRUCTION MATTERS

PS 5.1 General Responsibilities

PS 5.2 Contractors Methods and Materials

PS 5.3 Quality Management

PS 5.4 Provision of Materials and Goods

PS 5.6 Contractors Returns

PS 6. CONSTRUCTION PROGRAM

PS 6.1 Contract Programme Maintenance and Progress Monitoring

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PS 7. WORKING TIMES

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PS 11.2 Temporary services and facilities

PS 11.3 Protection of Rivers, Streams and Watercourses

PS 11.4 Refuse and Waste Control

PS 11.5 Protection of Flora

PS 11.6 Protection of the Fauna

PS 11.7 Preservation of Topsoil

PS 11.8 Erosion Control and Storm Water Management

PS 11.9 Dealing with Water and Slurry

PS 11.10 Grout Sludge clean-ups and Disposal

PS 11.11 Dealing with Dust

PS 11.12 Environmental Management Plan

C3.2 PROJECT SPECIFICATION

PS 1 PROJECT DESCRIPTION

The Department of Water and Sanitation's Construction Division has been appointed to undertake the raising of the Clanwilliam dam.

The raised dam wall will be approximately 370 m in length and 49 m in maximum height. At full supply level the reservoir will cover a surface area of approximately 2 022 ha and capacity of 344,3 million cubic metre

The works include:

- addition of concrete on the downstream, left and right side of the existing dam wall,
- extending the apron,
- river outlet control house as well as various other pipe outlet structures on the downstream side,
- short tunnel and coffer dam works on the upstream side
- construction of a free-standing intake tower on the up-stream side,

This work must be done without interfering with the day to day operation of the dam.

PS 2. LOCATION AND ACCESS TO SITE

The dam site is situated on the Olifants river, in the Western Cape, approximately 2 km South- West of Clanwilliam town in the Western Cape Province.

The site is immediately next to the N7 and accessed through a controlled gate. The gravel site roads will be regularly maintained but could get challenging under abnormal rainfall conditions

PS 3. SCOPE OF WORK

PS 3.1 SCOPE

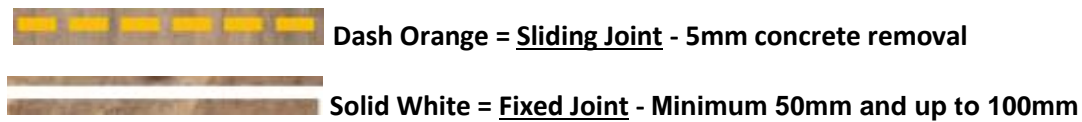
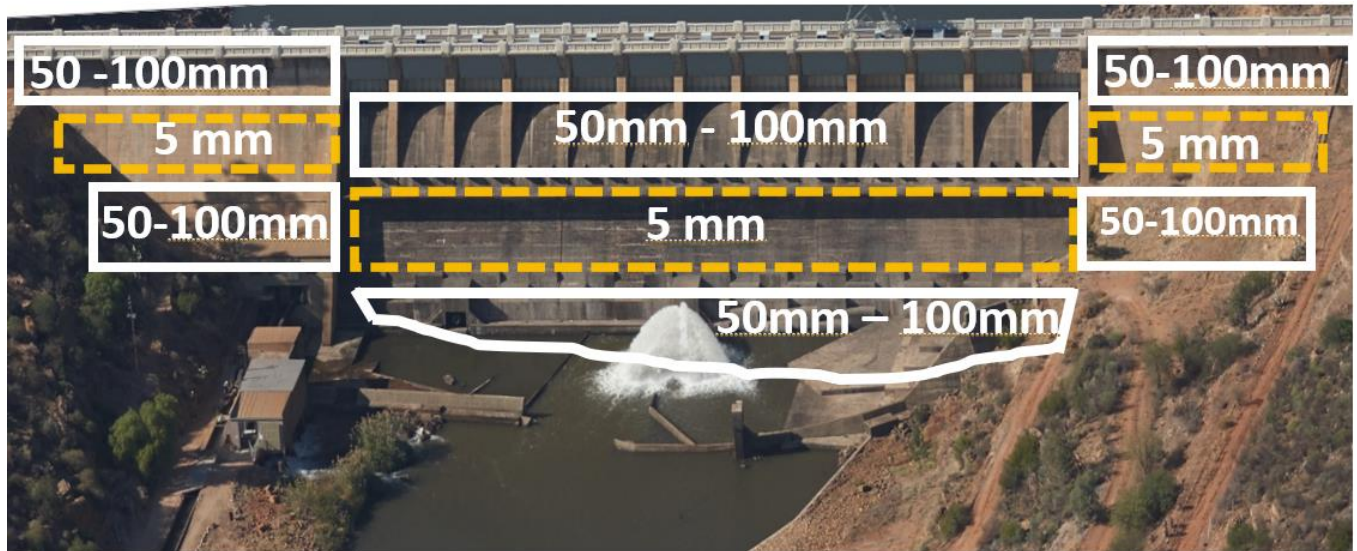
The contract requires the removal of the concrete surface material from the existing concrete (also called surface preparation), on the downstream face of the Clanwilliam dam as well as the removal of debris within the Environmental Specification.

The required work differentiates between two types of concrete removal which derives from different depth of surface concrete removal and are grouped as follows:

1. **Concrete removal up to 5 mm deep** at the planned Sliding Joint sections (marked with purple/ dotted line) on the downstream side of the existing dam wall by using sand blasting, high pressure water or a similar proposed method.
2. **Concrete removal of Minimum 50mm and up to 100mm deep** at the planned Fixed Joint sections (marked with red /continuous line) on the down-stream side of the existing dam wall using a proposed method. Removal of lower spillway surfaces can only be done once the individual concrete apron blocks are removed.

The work will be carried out on the existing down-stream surfaces at the Left bank, Spillway and Right bank sections. Refer to the attached drawings for more detail and dimensions.

Figure 1: Schematic layout indicating types and position of concrete surface removal requirements.



Test Section:

It is a requirement that the bidder needs to mobilize with the required plant to perform a **2m x 2m test sections** for **each of two removal methods 1. (5mm deep) and 2. (50mm to 100mm deep)** with and without vacuum debris removal or similar proposed methods as described in the initial Method Statement to be submitted with the bid. This item will be priced separately as per Schedule of Quantities.

Bond strength tests will be done for each type of surface removal method by an approved laboratory. (Tests will be arranged by the Employers Agent). The bond strength results will be used to select the removal method where upon a detail method statement will be finalized by the successful bidder for approval by the Employer.

The final extent of the contract with regards to depth and area of surface removal will depend on the results of concrete surface removal tests and the effectiveness of the proposed concrete surface removal procedures. The quantities are considered to be a reasonable estimate of the expected work to be done under this contract.

In practice however, although it is expected that the depth and area of the actual surface removal might change slightly the volume of the material are covered in the pricing options.

The Employer also reserves the right not to award some or all components of the work described in this document.

No claim for additional costs shall be considered in the event of certain components of work specified not being undertaken nor for quantities that deviate significantly from the estimated quantities.

Ideally it is required from the successful bidder to perform large sections of concrete surface removal at a time although multiple establishments may be required due to the nature of the restrictions of the project. It must be

noted that the lower sections of the down-stream surfaces at the bottom of the spillway will have to be done in separate blocks as the Employers Agent is being restricted not to remove two adjacent apron blocks simultaneously.

PS3.2 Site Preparation

Before any demolition and/or surfaces preparation work commences, the Employers Agent must inspect the site and given written approval that such work may commence. Specific attention shall be given to environmental issues, slurry detention ponds, dealing with dust and rubble. Once the Employers Agent is satisfied that all the required precautions and preparations have been met , the work may be proceeded.

PS 3.3 Protection against structures (Refer to Particular specification CWD 15.5.3)

Where so specified, existing structural members shall be protected against damage by falling debris. In case of slabs , old rubber conveyor belts at least 8mm thick, or old form work panels at least 20mm thick shall be used.

PS 4. FACILITIES

PS 4.1 Site office and storage area

A storage area to the west of the N7 will be provided as part of the main site establishment area. If the Contractor requires more area or any other area it must be specified in his document and be negotiated with the Employers Agent.

A Site Office and suitably positioned areas for use by his / her workers on site during resting and eating periods and storage for equipment and plant and must be provided for by the successful Bidder.

PS 4.2 Accommodation for employees

No housing is available for the Contractor's employees and the Contractor shall make his / her own arrangements to house his / her employees and to transport them to the site. No informal housing or squatting shall be allowed on the site.

PS 4.3 The supply of water and electrical power

The Employers Agent will supply only potable water to for human consumption.

The Contractor shall make his own arrangements to provide his own power supply. Failure or interruption of the power supply shall not relieve the Contractor of any of his obligations under the Contract.

other water consumption to be measured

PS 5. CONSTRUCTION MATTERS

PS 5.1 General Responsibilities

The Site and all services are under the control of the Employers Agent and therefore the Employer expects the Contractor to liaise regularly with the Employers Agent in order to ensure smooth execution and integration of activities with the Employers Agent's activities.

Non-performance of the Employers Agent shall not relieve the Contractor of any of his obligations under the Contract.

Due to the specialised nature of the Works the Employers Agent shall ensure that qualified technical staff is available on site to carry out the necessary work. The Contractor must liaise in time with the Employers Agent on his requirements.

PS 5.2 Contractors Methods and Materials (Equipment)

It is a requirement of this contract that final work procedures must be approved before commencement of work. Method statements with full details concerning the methods, equipment and materials will be required for the following but not limited to:

- Concrete Surface Preparation(Removal)
 - Methods
 - Phases
 - Dust suppression control (Environmental)
 - Debris or waste management (Environmental)
 - Managing risks while working at Heights (OHS)
 - Access Scaffolding and or temporary walkways and landings

The above method statements must be submitted with the tender to evaluate the ability of the Contractor to perform the work according to specification. A Pro-Forma Method statement with the minimum information required form part of the returnable documents under section T2.

PS 5.3 Quality Management

The Contractor shall be responsible under the Contract for the quality materials, workmanship and production processes in fulfilment of the Contract. The Contractor shall have a Quality Management system in place which details the following in order to satisfy the Specification relevant to each operation to the works in accordance with the Contract

- Quality control procedures;
- Personnel responsibilities;
- Testing procedures
- Hold points in production for inspection;
- Rejection and rectification procedures;
- Documentation and communication;

As much of the testing as is practicable shall be carried out on Site, including trial the Test Section, acceptance and routine testing which is the responsibility of the Contractor, and any other tests as instructed by the Employers Agent for any additional investigations required from time to time during the course of the Contract.

PS 5.4 Provision of Materials and Goods

The Contractor shall be responsible under the Contract for the provision of quality materials or equipment , workmanship and production processes in fulfilment of the Contract.

All access scaffolding, temporary support structures and plant (e.g. cranes) required to perform the concrete surface removal are included in the scope of works and needs to be included in the pricing for this bid.

PS 5.5 Competence of Workmen

The-Contractor shall ensure that only competent personnel are employed in operations involving particular skills affecting the quality of the works. Should the competence of any member of the Contractor's workforce be in doubt, the Employers Agent may order that the member be sent for additional training at the Contractor's account and/or that member be replaced with a competent person to perform that work.

PS 5.6 Contractor's Returns

Records and returns shall be reported to the Employers Agent in an agreed format:

(a) Weekly

The Contractor shall keep accurate daily records detailing work carried out on the works and shall submit them to the Employers Agent prior to the weekly progress meeting or at such other times as the Employers Agent may require. The records shall include the following for each portion of the works separately and in sufficiently detail to establish the person- hours and equipment hours expended:

- Extent of work done;
- The numbers of each category of workmen and supervising staff;
- The numbers and types of Contractor's Equipment used;
- The time and duration of any significant delays or breakdowns of any Contractor's Equipment; and
- Any other events relevant to progress of the Works.

The Contractor shall also provide such further information as may be requested by the Employers Agent.

(b) Day work and Similar Records

Records shall be kept daily of labour, materials and equipment where there is an agreement to pay by day works. Such records shall be valid only when signed by both parties.

In cases where there is any dispute or uncertainty on payment procedure, sheets shall be signed daily by both parties as an agreed record of work done but shall not imply any commitment concerning payment. These sheets shall be annotated "For record purposes only".

PS 6. CONSTRUCTION PROGRAMME

PS 6.1 Contract Programme Maintenance and Progress Monitoring

a. Contract Program by Employers Agent:

A construction programme in Construction Computer Software for Windows (CCS) format, used by the Employers Agent for the construction programming of the Clanwilliam dam will be used to determine the requirements and work areas. The program is dependant, on all contract activities and will be managed by the Employers Agent

The Contractor shall take all necessary and required steps to ensure that his / her staff and personnel adhere to the construction programme requirements.

The Contractor shall not be allowed extension of time due to any mechanical failure of his / her equipment; provision must be made for standby equipment.

The tentative programme dates will be given in Site Briefing meeting.

b. Preliminary Program by Bidder:

A **preliminary programme** in the form of a Gant chart must be submitted with the tender. The following must be shown:

- The proposed sequence of the various activities.
- The dependencies that exist between the activities and whether these are time related or resource limited.
- Any shutdown periods proposed by the Contractor.
- Any slack time built into various activities or sub-phases.
- The critical path of the work to be undertaken.

This programme shall be in sufficient detail so that it can form the basis of a more detailed construction programme to be prepared after the Contract has been awarded.

Note: Previous experience proofed that it is beneficial for all if the surface removal activity are being utilized before other construction activities takes place.

c. Detail Contract Programme by Contractor:

A Detail Contract Programme shall be developed using the latest version of Construction Computer Software for Windows or Microsoft Project for Windows or equal by the Contractor.

Five working days before the monthly progress meeting the Contractor shall submit to the Employers Agent a programme update that reflects the actual progress against current programmes and the effect on future activities.

The Contractor shall also submit a narrative report with each monthly update including a description of current and anticipated programme related problem areas, current and anticipated delaying factors and their impact, and an explanation of corrective actions taken or proposed.

All variances from the Contract Programme shall be promptly reported and the future impact of such variations shall be determined and analysed by the Sub-Contractor and necessary corrective measures established, subject to the approval of the Employer.

PS 6.2 Progress Meetings

The Contractor will be required to attend regular site meetings with the Employers Agent where the progress of construction will be reviewed. Such meetings will normally be held monthly. The Contractor shall also attend weekly meetings with the Employers Agent and provide, prior to each meeting as required by the Employers Agent, detailed programmes showing separately the various activities of the Contractor anticipated over the forthcoming two week period.

PS 7. WORKING TIMES

PS 7.1 Standard Official Working Times

Normal Working hours for the Employer's Agent is:

October – March (Summer time)

- Monday to Thursdays: 06:30 am – 16:15, and
- Friday's : 06:30 – 15:00

April – September (Winter time)

- Monday to Thursday: 7:00 to 16:45, and
- Friday 7:00 to 15:30

Unless otherwise agreed.

PS 7.2 Sunday Working

Sunday work shall not be permitted except for necessary maintenance, repairs and emergencies and shall only be undertaken with the prior written approval of the Employers Agent.

PS 7.3 Last Friday of Month

The last Friday of the month is regarded as the pay day of the Employers Agent personnel. This is a non-working weekend for Employers Agent personnel, and the Contractor will only be allowed to work with special permission on this day

PS 7.4 Builders Holiday and Public Holidays

The site will close for the end of the year's Builders Holiday period. Work will not normally be permitted on Public Holidays, except when approved by the Employers Agent.

PS 7.5 24 Hour Working Days

The Contractor could be requested to perform work at night. Responsible and qualified supervisory staff shall always be present and sufficient light must be available to conduct the work safely.

PS 8. PAYMENT

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

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

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

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.

PS 9. RECRUITMENT

PS 9.1 Local Socio-Economic Development Participation Objectives

The following shall be applicable to this Contract as per particular specification CWD 68:

The Department of Water and Sanitation (DWS, also referred to as the "Employer") is committed to transformation within the construction industry and water sector through the optimisation of socio-economic benefits within its sphere of business influence in terms of the Broad-Based Black Economic Empowerment Act, (Act No. 53 of 2003). The general principles, upon which the implementation of the Olifants-Doorn River Water Resources Project (ODRWRP) is based, are:

1. Contribute to local and regional economic development by optimising the use of locally available skills, materials and resources - Local Socio-Economic Participation and Development (LSEPD);
2. Promote transformation, technology and skills transfer within the infrastructure development industry through employment creation, preferential procurement, enterprise development, training and skills development objectives - Socio-Economic Empowerment (SEE);
3. Ensure the project is implemented in a socially responsible and sustainable manner, and
4. Ensure economic access for Black people living in rural areas by incorporating them into the mainstream economy.

The Contractor must adhere to the minimum requirements and to report monthly on the implementation and compliance of the performance monitoring criteria of this specification (CWD68). The Employer will audit the Contractor's compliance to this specification and notify the Employer's Agent to direct the Contractor on any non-compliance.

The cost for all personnel recruitment/administration and training in respect to compliance of this specification shall form part of the SAFSEC rates.

PS 9.2 Appointment of Labour

The Labour Desk which will be established by the Employer will be responsible for the recruitment of local labour. The Contractor shall advise the labour desk or CLC – Community liaison Committee in writing of the numbers of each category of temporary workers, which is required, and the period for which they are required.

The Contractor shall pay his employees and shall ensure that his Sub-Contractors pay their employees rates of remuneration not less than prescribed by legislation and applicable to the area of the Works and shall observe conditions of employment which are no less favourable than those which are customary in the area in which the works are to be constructed for those trades and occupations involved in the fulfilment by the Sub-Contractor of his obligations under the Contract. The Sub-Contractor shall also practice and ensure that his Sub-Contractors practice a policy of equal remuneration, conditions of employment and benefits for people of equal skills and productivity.

Local employment targets for local labour from designated groups to be comply with, as per CWD 68 (Table CWD68.4.1), is as follow:

| Designated Groups | Skilled or permanent staff target (%) | Local labour minimum target (%) |
|--------------------------|---------------------------------------|---------------------------------|
| Black people | 75 | 90 |
| Women | 10 | 15 |
| Youth | 5 | 20 |
| People with disabilities | 2 | 1 |

PS 9.2.1 Local Procurement

The Contractor is to support Enterprises and Business in the local Clanwilliam Town and in Municipality area, including the township and rural areas, for goods or services.

PS 9.2.2 Training and Skills Development

The Employer is committed to the development of labour from the local area as well as elsewhere in SA. To achieve this objective, the Contractor shall implement a formal skills plan by following accredited SETA training programmes.

The Contractor is required to invest a minimum of 0,5% of the accepted Tender Amount on accredited SETA site training and development programmes.

The bidder should acquaint themselves with the requirements of particular specification CWD 68, and that the Contractor will adhere to these requirements at all time thorough out the contact period.

PS 10. HEALTH AND SAFETY

PS 10.1 General

Occupational Health and Safety Specification must be read together with the Particular Specification CWD65 and CWD01 HS – OHS Specification which will be provided in electronic format.

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor, as employer in his own right in respect of the contract, will be responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2003. Furthermore, the Contractor shall comply with any additional current statutory requirements of any relevant Government Departments regarding health and safety and specifically environmental health issues.

Nothing specified in this document shall relieve the Contractor of any obligations or responsibilities with regard to health and safety responsibilities.

Where safety precautions are not being observed, the Employer may order the Contractor to comply with minimum safety requirements at the Contractor's expense, and compliance with such an order will not absolve the Contractor from any of his responsibilities and obligations under the Contract.

Before commencement of work under the contract the Contractor shall:

1. Enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.
2. Submit a Health and Safety Plan to the Employer within 28 days after the Commencement Date. The Contractor shall immediately implement the policy and any amendments, and keep it in operation for the full duration of the Contract.
3. Submit a risk assessment of the contract works as part of the Health and Safety Plan and which is to include;
 - Identification of the risks and hazards;
 - Analysis and evaluation of the risks and hazards identified;
 - A documented plan of safe work procedures;
 - A monitoring plan; and
 - A review plan.

The Contractor is required to keep health and safety records (which shall include audit reports) on site in an orderly filing system which shall be handed over to the Employer on completion of construction.

Failure by the Contractor to comply with safety requirements will entitle the Employer to reduce payment of the relevant Bill of Quantity items and/or order a temporary halt of work within the affected areas until the specified requirements are met, without any extension of time being granted and without any additional payment

Refer to CWD01 HS Health and Safety Specification in the Particular Specification Document.

A Pro-Forma Health and Safety plan must be submitted with the Tender.

PS 10.2 Audits

The Contractor shall arrange for health and safety audits at monthly intervals to be carried out. The results and details of these audits shall be submitted to the Employer within the first week of the next month.

The Employer will monitor compliance by the Contractor with the Health and Safety Policy by means of Audits, and may give instructions for improvements.

The Contractor shall note that independent health and safety audits (or if considered suitable by the Employer combined audits with the Contractor's auditor) will be carried out as considered necessary by the Employer.

PS10.3 Works Health and Safety Committee

For the purpose of implementing and monitoring the Health and Safety Plan the Contractor shall put in place a Health and Safety Committee.

The Committee shall meet at least at monthly intervals. Minutes of the meeting shall be kept by the Contractor and copied to Employer within 7 days of the meeting.

PS10.4 Health and Safety Officers

The Contractor shall appoint a full time permanent Health and Safety Officer on the commencement of the works. On the commencement of shift working he shall appoint at least one deputy with the same duties. The Health and Safety Officer and his deputy (or deputies) shall be employed exclusively on health and safety matters, and at least one of them shall always be available on Site so that health and safety matters receive 24-hour coverage for the full duration of the Contract. The Health and Safety Officer, or his deputy shall carry out regular and random checks of all parts of the Site where work is taking place.

PS 10.5 First Aid Provisions

The Contractor shall provide a first aid station. The Contractor shall institute and operate a basic first aid training programme to ensure that at least each foreman or work crew leader is trained in first aid and possesses a valid certificate to that effect issued by the Red Cross Society of South Africa, or equivalent qualification within 3 months of his appointment. There shall be a person certified in first aid in each work crew.

PS 10.6 Accident Reporting

The Contractor, through the Health and Safety Officer or his deputy, shall keep the Employers Agent informed at the time, or as soon thereafter as is practical but not later than 12 hours, of any occurrence during the course of work, whether on or off the Site, if the said occurrence affected or may have affected the health or safety of any person employed on the Site or of any member of the public.

The Contractor shall submit to the Employer at the end of each month reports and statistics in spreadsheet format approved by the Employer on all accidents involving any person employed on or visiting the works.

PS 10.7 Workman's Compensation Act

By accepting the Contract, the Contractor warrants that all his and his Sub-Contractor's workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act (Act no 130 of 1993) which covers shall remain in force whilst any workman is present on the Site.

PS 11. ENVIRONMENTAL REQUIREMENTS

PS 11.1 General

The main project, Raising of Clanwilliam dam, has been environmentally authorised under a Record of Decision (ROD). The ROD requires that all activities conducted by the Employers Agent and Contractors/Sub-Contractors are within the framework of the Environmental Management Plan (EMP) and Rehabilitation Specifications (RS) of the Site. This document is available from the Employer.

The Contractor and his staff must be familiar with the EMP & RS and execute the project in such a way that it complies with the requirements of the EMP and RS. The Employers Agent will regularly inspect the Contractor's site. In the event that the Contractor does not comply with the requirements the deviation must be rectified as recommend by the Employers Agent at the Contractor's cost.

The Contractor shall construct and/or implement all the necessary environmental protection measures in each area before any production work will be allowed to proceed. The Employer may suspend the works at any time should the Contractor, fail to implement, operate or maintain any of the environmental protection measures adequately. The costs of such suspension shall be to the Contractor's account.

The Contractor shall submit a Method Statement containing details of all site layouts and environmental protection measures proposed to the Employer for review and approval.

These shall include:

- Pollution prevention measures;
- Settlement pond design and location; and
- Design of access roads outside the works area.

PS 11.2 Temporary Services and Facilities

All fuel storage tanks shall be bunded to 110 % of the total storage capacity. Fuel dispensing areas and workshop areas shall be provided with concrete slabs draining to oil separators. This will also apply to other areas with pollution potential.

Vehicle cleaning shall be undertaken in designated wash bays, which have an impermeable floor and are bunded to contain runoff and direct in onto a sump. Oil and diesel will be skimmed off the sump water and recycled or disposed of in the correct manner. The design and layout of this sump shall be submitted to the Employer for approval before construction commences.

Vehicles worked on outside the wash bays will have portable drip trays placed under them to catch oil and diesel which may leak from the vehicles.

PS 11.3 Protection of Rivers, Streams and Watercourses

All rivers, streams and watercourses shall be protected from direct or indirect spills of pollutants such as garbage, sewage, cement, oils, fuels, chemicals, aggregate tailings, wash and waste water or organic material resulting from the Contractor's activities. In the event of a spill prompt action shall be taken to clear polluted or affected areas.

The Contractor shall not work within streams, watercourses and wetlands without the written approval or as required for the execution of the work.

PS 11.4 Refuse and Waste Control

The management of solid waste on site shall be strictly controlled and monitored. The Contractor shall adhere to and implement the following:

- Labelled recycling bins shall be used and waste separated where possible. In addition, a recycled-material collection schedule shall be established and the bins shall be collected regularly;
- Eating areas for the construction staff shall be designated and supplied with waste bins to control litter;
- No on-site burying or dumping or unauthorised burning of any waste materials, vegetation, litter or refuse shall occur;

Solid waste shall be disposed of off site, at an approved landfill site. The Contractor shall supply the Employer with a certificate of disposal; and waste shall be separated into domestic waste, building/construction rubble, scrap metal, oil and grease and hazardous waste and dealt with in the following manner:

- **Recycling**
Suitable recycling bins, all with lids, shall be provided by the Contractor for his own buildings. Recycling shall be collected and removed from all facilities on the Site at least twice per week. Recycling waste shall be transported to the approved refuse disposal site off site in covered containers or covered trucks.
- **Domestic waste**
Suitable refuse bins, all with lids, shall be provided by the Contractor for his own buildings. Refuse shall be collected and removed from all facilities on the Site at least twice per week. Domestic waste shall be transported to the approved refuse disposal site off site in covered containers or covered trucks.
- **Organic waste**
Refuse from food preparation and eating areas shall be collected and removed daily. Organic waste shall be disposed of as per Domestic waste.
- **Building/Construction waste**
Inert building/construction rubble shall be disposed of by burying in the dam basin in borrow pits, at a site and in such a way as approved by the Employer.
- **Scrap metal**
Scrap metal shall be disposed of offsite.
- **Used oil and grease**
Used oil and/or grease shall be removed from site and sold to an approved used oil recycling company.
- **Hazardous waste**
All hazardous waste shall be disposed of in an approved hazardous waste disposal site and a disposal certificate supplied to the Employer.

PS 11.5 Protection of Flora

The removal, damage and disturbance of indigenous flora is prohibited. The Contractor shall request permission before removal of any vegetation on the designated work area and undertake to demarcate and protect flora outside the designated work area.

PS 11.6 Protection of the Fauna

The Contractor shall protect fauna living within the Site and shall ensure that hunting, snaring, poisoning, shooting, nest raiding or egg-collecting and disturbance does not occur. The Contractor is to ensure that his employees are instructed not to feed wild animals and no domestic pets or livestock are permitted on site.

The use of pesticides is prohibited unless approved by the Employer.

PS 11.7 Preservation of Topsoil

The Contractor shall get approval from the Employer before the removal of any topsoil. The top soils will be stored in designated areas.

PS 11.8 Erosion Control and Storm Water Management

The Contractor shall include in his/hers works layout of the site works measures to prevent erosion resulting from his actions on the site. The Contractor shall take appropriate and active measures to prevent erosion resulting from his works, operations and activities which shall be agreed with the Employer even when such potential erosion may take place or occur beyond the limits of the Site because of the actions of the Contractor.

PS 11.9 Dealing with Water and Slurry

The Contractor shall prepare a **Slurry Management Plan**, as part of a Water Management Plan (Environmental CW67) for the Construction Domain. The plan shall include at least:

- Details of the waste water collection system for the surface preparation of the existing dam wall.
- The lining of otherwise stabilizing of waste water retention ponds and channels:
- Waste water detention ponds;
- Provision for the control and management of waste water from construction activities to avoid soil erosion.

PS 11.10 Grout Sludge Clean-ups and Disposal

- The Contractor shall make arrangements for the clean-up of soft and hardened grout sludge as well as soil materials contaminated by grout. Provision must be made for the removal of grout stains on exposed rock faces as well as all concrete on the site. Grout and sludge in all waste forms will be contained in such a manner (e.g. temporary earth sludge bunds etc.) in order to facilitate orderly waste disposal at relevant intervals during the Contract. Grout sludge to be disposed of at designated borrow pit within the dam basin.
- No grout spill shall be allowed to enter the river or dam, upon which the works shall be suspended. All machines must have drip trays for oil spillages, of which any hydrocarbons to be disposed at an approved facility.

PS 11.11 Dealing with Dust

The Contractor shall comply with the requirements of Particular CWD67 to control and reduce the dust levels during the concrete surface preparation activity.

PS 11.12 Environmental Management Plan

Aquatic ecosystems management

- 1.1. **Aspect** – Water quality, especially turbidity and PH in the Olifants River immediately downstream of the construction site may deteriorate due to construction related activities. Furthermore, pollutants may find their way into the river system. Typical sources of pollution include oils and fuels from construction vehicles and construction material such as cement, detergents, paints and other chemicals.
- 1.2. **Impact** - Any pollutants which find their way into the river system could damage the riparian habitat, lead to increased siltation (water quality deteriorated) and adversely affect aquatic biota (e.g. Clogging of gills, influence of movement).
- 1.3. **Objective** – Ensure that all reasonable measures are taken to prevent any impacts on the characteristics of the water courses associated with the development area.
- 1.4. **Target** – The downstream flow regime must remain unchanged and downstream quality of water to remain within acceptable as prescribed by the Resource Water Quality Objectives.

C3.3 PARTICULAR SPECIFICATIONS

CWD15 DEMOLITION WORK AND SURFACE PREPARATION

CWD15.3 MATERIALS

CWD15.3.1 Water

Water used for Hydro-Demolition (Water jetting or water blasting) shall be clean and free from detrimental concentrations of acids, alkalis, salts, sugar, organic matter and other material substances and petroleum products, and shall comply with SANS 2001 – CC1:2007 sub-clause 2.2.2. The Contractor shall provide adequate storage tanks on Site in order to ensure that demolition operations are not interrupted. These tanks shall be so constructed that no contamination of the water can occur. Water may be re-used in the process if the quality is accepted.

CWD15.4 PLANT

CWD15.4.1 General

Plant shall be suitable for the production of the end result required under the conditions applicable to the Site. The removal of concrete shall employ techniques and equipment that do not damage the remaining or adjacent concrete. All equipment shall be handled, stored and used strictly in accordance with the manufacturer's instructions and latest safety regulations.

CWD 15.5 CONSTRUCTION

CWD15.5.1 Safety Precautions

CWD15.5.1.1 Safeguard of Demolitions

No demolished concrete or other rubble shall be allowed to be dumped upstream of the dam wall or downstream of the Olifants River. No slurry from surface preparations shall be allowed to contaminate the water upstream or downstream of the dam wall. All wastewater, slurry and concrete emanating from the surface preparation process shall be contained in ponds and removed from the construction site to approved spoil areas.

CWD15.5.1.3 Dealing with slurry

The Contractor shall prepare a Slurry Management Plan, as part of a Water Management Plan (Environmental **CWD67**) for the Construction Domain, submission to and approval of the Employers Agent.

The Plan shall include at least the following:

- Details of the waste water collection system for the surface preparation of the existing wall;
- The lining or otherwise stabilizing of waste water retention ponds and channels;
- Waste water detention ponds;
- The location and design of storm water discharge points onto stable, grass covered surfaces or directly into the water course.
- Provision for the control and management of waste from the construction activities to avoid soil erosion. This should be dynamic on site and should change in relation to site conditions activities.

The Contractor's responsibility in terms of Particular Specification CWD 01.5.8 (Dealing with Water) shall include the provisions of adequate protection against flooding and damage by storm water, flow from springs and seepage and shall also include provision for the repair (at his expense) of any damage to the Works that may arise as a result of the inadequacy of such protection. For this purpose the Contractor shall provide, operate and maintain in sufficient quantity such pumping equipment, well points, pipes and other equipment as may be necessary, and he shall also provide any sumps, furrows, catchwater drains or other measures as may be necessary to minimise damage, inconvenience or interference The Contractor shall examine such provisions in conjunction with the design of the diversion system.

CWD15.5.1.4 Dealing with dust.

The Contractor shall comply with the requirements of Particular Specification CWD67 to reduce the dust levels to the acceptable minimum.

CWD15.5.1.5 Health and Safety

Demolition work requires special Health and Safety measures and should be addressed in the Contractors Health and Safety Plan (See CWD67).

CWD15.5.2 Site Preparation

Before any demolition and/or surface preparation work commences, the Employers Agent must inspect the site and give written approval that such work may commence. Specific attention shall be given to environmental issues, slurry detention ponds, dealing with dust and rubble. Once the Employers Agent is satisfied that all the required precautions and preparations have been met, the work may proceed.

CWD15.5.3 Protection of existing structures

Where so specified, existing structural members shall be protected against damage by falling debris. In case of slabs, old rubber conveyor belts at least 8mm thick, or old timber formwork panels at least 20mm thick shall be used.

CWD15.5.4 Preparation of edges

Where concrete has to be removed partially from a concrete element, or a concrete element has to be demolished without replacement, the extremities of the area over which the concrete has to be removed and repaired shall be cut back perpendicular to the surface with either an angle grinder or a concrete saw to a depth equal to the thickness of the repair mortar in the remaining concrete (to avoid feather edging of the repair mortar).

Where partial removal of concrete is required for total thickness exceeding 60mm, preparation of the edges may be done after removal of the required thickness of concrete. Alternatively it shall be done prior to the removal of concrete.

In case of the demolition of a concrete member not to be replaced, the edges shall be prepared after the demolition and the finish surface must be that of the adjacent concrete.

15.5.6 Surface Preparation Work

CWD15.5.6.1 General

All concrete surfaces on the existing dam wall, which will join and/or be covered with new RCC or conventional concrete, shall be prepared by the removal of a skin of concrete, minimum 50mm deep, if not otherwise specified by the Employers Agent, in order to obtain a sound concrete surface. If so indicated by the Employers Agent, concrete surfaces may be prepared by high pressure water blasting.

Hydro-demolition procedures use a high pressure water jet to remove concrete. A high pressure water jet uses a small jet of water driven at high velocity to remove concrete. Lower pressures can be used to clean already prepared surfaces. The cutting process can be controlled by changing the pressure and/or volume of water. Pressures for hydro-demolition can be defined as follows:

- Low; Maximum 35MPa
- High; Between 35MPa and 140 MPa
- Ultra high; Between 140MPa and 310MPa
- Water usage; 75-200 l/min

Preparation of sliding joint as specified on drawings

The Employers Agent to specify levels of the sliding joint on site. All loose material and AAR products at the downstream face to be removed by means of sandblasting, high pressure water blasting or similar method. Following the removal of surface layer, the downstream face to be white -washed using an approved white pigmented wax based curing compound. Drainage of the sliding joint as specified on drawings.

CWD15.5.6.2 Trial Tests

Tests on trail areas will be required in order to determine the depth of unsound concrete to be removed as well as the appropriate hydro-demolition parameters which will include speed, pressure, water volume, and the number of overlapping passes. Using trial and error methods in the test areas, as well test methods described below, the hydro-demolition machine must be programmed to avoid unnecessary removal of sound concrete. Trail tests will be done throughout the construction period to ensure that a concrete surface is obtained at all times.

During the trail tests, as well as during construction, “ pull-Off” tests in accordance with ASTM C1583-04 shall be carried out to ensure that a sound surface is obtained. Cores shall be obtained from the existing concrete and treated with a Phenolphthalein indicator solution to determine the possible extent of carbonation due t Alkali Aggregate Reaction (AAR) as well as induced and/or micro cracks.

CWD15.5.6.3 Construction

All loose debris and slurry shall be removed before it dries out and hardens on the prepared surface and special measures shall be taken to prevent pollution of the Olifants River (See CWD32 and CWD15.5.6.1)

Only qualified personnel may perform the hydro-demolition process. All prepared areas shall be inspected and approved by the Employers Agent before placing concrete. Should the prepared areas not be to the required satisfaction of the Employers Agent or pass the “Pull Off tests, further preparation and removal of concrete will be required.

CWD15.6 TOLERANCES

Except as otherwise specified or instructed by the Employers Agent the tolerances on the completed demolition faces shall be – 50mm.

Refer to C3.4.1 under Variations and Additions for specification regarding the tolerance and measurement of Concrete Surface Removal at the 5mm Sliding Joint sections.

CWD15.7 TESTS

Before pouring concrete, the Contractor shall inform the Employers Agent in writing that the prepared concrete surface is ready for inspection. Should the surface preparation not be to the Employers Agent's satisfaction he will instruct further work he considers necessary (the approval or rejection must be confirming in writing). The Contractor shall also cooperate with the Employers Agent to allow space and time for detailed mapping off the exposed concrete surfaces.

CWD15.8 MEASUREMENT AND PAYMENT

CWD 15.8.1 Basic Principles - Applicable Section for Surface Preparation

The basic principle of measurement and payment for concrete demolition work is that the rates tendered shall cover for the cost of demolition, intercepting of all concrete and other rubble and removal to designated spoil areas. Surface preparation rates shall include for trial tests, testing during the execution of the work, handling and removal of slurry and wastewater to designated spoil areas, protection of completed surfaces and rehabilitation of slurry ponds after completion. Removal of steel items shall include for protection, dismantling and removal of items to designated storage areas on Site. Steel items shall be kept intact and will be transported at a later stage in order to be re-used elsewhere. The transportation of these items will be measured on a dayworks basis.

More applicable Particular Specifications:

| | |
|----------|--|
| CWD 01HS | HEALTH AND SAFETY |
| CWD 65 | OCCUPATIONAL HEALTH AND SAFETY |
| CWD 67 | ENVIRONMENTAL |
| CWD 68 | LOCAL SOCIO-ECONOMIC PARTICIPATION AND DEVELOPMENT |
| CWD EMP | ENVIRONMENTAL MANAGEMENT PLAN |

NB: All relevant Particular Specifications, will be made available in electronic format.

C3.4 VARIATIONS AND ADDITIONS TO SPECIFICATIONS

C 3.4.1 Tolerances –

Further to Particular Specification C3.3, CWD 15.6 - Tolerances, the Contractor to suggest method/s to measure and prove Concrete Surface Removal depth at the Fix Joint and Sliding Joint areas, also to be approved by the Employers Agent. NB Add latence to be taken off sufficiently. As per agreed test section



DEPARTMENT OF WATER AND SANITATION

DWS13 1122WTE

CONCRETE SURFACE PREPARATION AT THE RAISING OF CLANWILLIAM DAM FOR CONSTRUCTION SOUTH IN THE WESTERN CAPE

C4: SITE INFORMATION

Contents

- C4.1 DESCRIPTION OF THE PROJECT
- C4.2. THE SITE CONDITIONS
- C4.3 FACILITIES PROVIDED BY EMPLOYERS AGENT TO CONTRACTOR
- C4.4 FACILITIES PROVIDED BY CONTRACTOR FOR WORKS
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C4.1 DESCRIPTION OF THE PROJECT

The raising of Clanwilliam dam, which will be the first phase of the Olifants-Doorn River

Water Resources Project (ODRWRP), will increase the yield of the dam by about 70 Mm³ per annum to augment the water supplies to the Olifants river irrigation scheme situated in the north-western part of the Western Cape province, as well as to assist in the development of resource-poor farmers.

Clanwilliam dam is located on the Olifants river, in the Western Cape, approximately 2 km south west of the town of Clanwilliam. The original dam was constructed in 1932-1935 (38m high from the base). The existing structure is a concrete gravity dam, consisting of a controlled ogee gravity spillway with 13 vertical crest gates. The length of the wall is 255 m. The total spillway length is 117,58 m, including the piers between the gates. The dam was raised in 1964 with vertical crest gates. Tensioned cables were supplied to ensure stability of the dam wall.

Currently water is released downstream via the Olifants river to Bulshoek weir from where the water is diverted into the dilapidated irrigation canal situated on the left bank. Water is also released from the existing outlet works situated on the right bank into an irrigation canal situated on the right bank, to the pump station on the right bank supplying water to the town of Clanwilliam, and to the hydropower plant situated downstream on the right bank.

The feasibility investigation for raising the dam was completed at the end of 2007 and the Record of Decision (ROD) was issued on 12 May 2009 by the Department of Environmental Affairs. Approval by the Minister for raising the dam by 13 m was issued on 18 August 2010.

In order to comply with current dam safety standards, the Department of Water and Sanitation is also required to implement remedial measures with the raising in the height of the dam wall.

The raised dam wall will be approximately 370 m in length and 49 m in maximum height. At full supply level the reservoir will cover a surface area of approximately 2 022 ha and capacity of 344,3 million cubic metre. The works include addition of concrete on the downstream side, extending the apron, construction of a free standing intake tower, river outlet control house, a power generating house, short tunnel and coffer dam works on the upstream side, as well as various other pipe outlet structures on the downstream side. This work must be done without interfering with the day to day operation of the dam.

C4.2. THE SITE CONDITIONS

C4.2.1 Location and access to site

The dam site is situated on the Olifants river, in the Western Cape, approximately 2 km South- West of Clanwilliam town in the Western Cape province. -32°11'07.2" South; 18°52'24.1" East

The site is immediately next to the N7 and accessed through a controlled gate. The gravel site roads will be regularly maintained but could get challenging under abnormal rainfall conditions.

C4.2.2 Weather

The Clanwilliam dam site is situated in the Western province in the winter rainfall region with hot summers and cold wet winters. Average summer maximum and minimum temperatures are in the order of 39°C and 11°C respectively. Corresponding winter temperatures are 31°C and 4°C.

Relevant detailed meteorological information was obtained for the site from Weather Station No 00846710 at Clanwilliam dam, situated at RL 103 m. Average monthly minimum and maximum temperatures obtained from that station are listed in Table 1. These records will be used for tender purposes and will be compared to information from a weather station to be installed at the dam site before construction commence. The prevailing wind direction(s) is South East and North West.

Table 1: Average Minimum and Maximum Temperatures (°C) Measured at Clanwilliam

| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|-----|------|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Max | 41 | 40,5 | 39 | 37 | 32 | 27 | 26 | 29 | 33 | 35 | 40 | 41 |
| Min | 13,5 | 13 | 11 | 8 | 5 | 3 | 2 | 2,5 | 5 | 7 | 10 | 12 |

The Clanwilliam dam catchment has a mean annual precipitation (MAP) of 575 mm. The area has a winter rainfall pattern.

C4.2.3 General Geological Conditions

The Clanwilliam dam is underlain by the Skurweberg Formation, Nardouw Subgroup of the Table Mountain Group, which comprise of thickly bedded, medium to coarse grained sandstone. The dam is located in a major synclinal structure within the western arm of the Cape Fold Belt, which, apart from the history of deformation and folding, is also associated with large scale faulting.

The foundation geology comprises quartzitic sandstone which is characterised by minor interbedded siltstone horizons. The overall structure of the founding rock mass is governed by the bedding which, on the left flank and within the river section, dips at angles between 10° and 20° in a downstream direction, but on the right flank dips slightly out of the slope (also at shallow angles). On the upper left flank the rock mass is generally slightly weathered but highly weathered horizons are also present; the mid flanks are mainly slightly weathered, and the strata within the river section generally slightly to moderately weathered, hard rock to very hard rock. The right flank similarly mainly comprises slightly to moderately weathered strata. Numerous highly weathered, medium hard to soft rock and sandstone horizons also occur. The interbedded siltstone horizons typically comprise medium hard rock to soft or very soft rock, and are even weathered to clay in places.

Packer (Lugeon) tests revealed the founding rock mass on the left flank to generally be impervious. Highly pervious zones were recognised within the river section but the rock mass was otherwise impervious.

The right flank is characterised by a number of pervious zones as well as numerous total water losses. The Lugeon pattern further indicates wash-out, presumably relating to the weathered siltstone inter beds. Foundation grouting is necessary; curtain grouting will control foundation seepage as well as erosion of the siltstone inter beds while consolidation grouting of the footprint will contribute to improving the integrity of the founding rock mass, and enhancing the stiffness.

For detail information see “The Second Engineering Geological Report for design of Clanwilliam dam raising” is attached under Section C5: SITE INFORMATION

C4.3 FACILITIES PROVIDED BY EMPLOYERS AGENT TO CONTRACTOR

C4.3.1 Contractors Yard

A Storage area to the west of the N7 will be provided as part of the main site establishment area. If the Contractor requires more area or any other area, it must be specified in his document and be negotiated with the Employers Agent.

The Employers Agent will supply only potable water to the sub-Contractor’s yard for human consumption. The Contractor must make arrangements for its own water distribution required in the performance of its duties

C4.4 FACILITIES PROVIDED BY CONTRACTOR FOR WORKS

C4.4.1 Electrical Power and Distribution

The Contractor shall make his own arrangements to provide his own power supply.

The Contractor shall supply his own lighting and ventilation in the gallery.

Failure or interruption of the power supply shall not relieve the Contractor of any of his obligations under the Contract

C4.4.2 Water Supplies

The Contractor shall be responsible for making his own arrangements for the supply of water that he may require for drilling and grouting construction purposes. Water quality shall be as per clause CWD23.3.2. Subject to quality, water can be abstracted from the Olifants river. A record of abstraction must be kept on a daily basis and must be submitted on a monthly basis with Contractor's returns.

Failure or interruption of any source of water shall not relieve the Contractor of any of his obligations under the Contract.

C4.4.3 Communications

The Contractor shall make his own arrangement with regards to his required communication requirements

C4.4.4 Accommodation and Site Facilities

The Contractor must supply his own offices, storage facilities and workshop if applicable. The Employers Agent will indicate available areas for site establishment. **A layout of proposed site facilities must be submitted with tender.**

The Contractor shall make his own arrangements for accommodation for his staff. No accommodation is allowed on the site in terms of the Environmental EMP.

C4.4.5 Laboratory

The Contractor must provide for his own site testing facilities if applicable.

C4.4.6 Resting and eating areas

The Contractor shall provide sufficient and suitably positioned areas for use by his workers on site during resting and eating periods. Sufficient refuse bins, tables and seating must be provided. Existing and new permanent structures for the raised dam wall may not be used as resting and eating areas.

C4.4.7 Sanitation and cleaning

The Contractor shall provide at or within 200m of each work place chemical toilet facilities with toilet paper, potable water, soap and towels together with industrial soaps and barrier creams as appropriate. He shall maintain them in a clean and sanitary condition and shall take all necessary precautions to prevent pollution of the Site. The sewage will be disposed of at a registered disposal facility and the disposal certificate will be kept on record.

The Contractor shall ensure that there are adequate and sufficient refuse bins in and around the working area and that these shall be emptied frequently. All refuse bins shall be placed on a concrete base, which shall, from time to time, be sprayed with insecticide. All refuse collection, removal and disposal on site shall be the

responsibility of the Contractor. All refuse shall be disposed of at a licensed landfill site only, and certificates of receipt shall be kept on record.

The Contractor shall clear away and remove all traces of the toilets and restore the sites to their original condition as soon as the toilets are no longer required.

C4.4.8 Access control and security

The Employers Agent will be responsible for access control and security for the site. The Contractor will abide by the access control measures. The Contractor is responsible for the safe guarding and protection of his own Contractor's yard and his equipment and plant on site. The Employers Agent does not take any liability for the Contractor in terms of security what so ever.

C4.5 CLIMATIC CONDITIONS

C4.5.1 Rainfall data

The rainfall data to be used for extension of time arising from abnormal rainfall is presented in the table: rainfall record.

Table: Rainfall Record

Rainfall Station No:00846710 Clanwilliam

Period: 1992-2012

| Month | AVE | STD DEV | N DAY RAIN | NUM MON | MAX R DAY | MAX RAIN DATE |
|-----------|------|---------|------------|---------|-----------|---------------|
| January | 0,0 | 0.26 | 0,05 | 19 | 13,8 | 5/1/2004 |
| February | 0,25 | 0.53 | 0.11 | 20 | 10,8 | 23/2/2010 |
| March | 0,45 | 0.89 | 0.14 | 20 | 29 | 26/3/1997 |
| April | 0,85 | 1.38 | 0.33 | 20 | 21.4 | 26/4/2007 |
| May | 2,05 | 3.05 | 0.76 | 19 | 25 | 8/5/1998 |
| June | 3,03 | 3.98 | 1.35 | 18 | 54.5 | 8/6/1997 |
| July | 2,67 | 3.23 | 1.05 | 18 | 29.4 | 26/7/2007 |
| August | 2,03 | 2.80 | 0.58 | 18 | 27.8 | 18/8/2003 |
| September | 0,95 | 1.35 | 0.37 | 18 | 11.5 | 12/9/1996 |
| October | 0,52 | 0.91 | 0.22 | 18 | 12.6 | 19/10/2011 |
| November | 0,67 | 1.16 | 0.21 | 18 | 29.4 | 8/11/2009 |
| December | 0,52 | 1.11 | 0.21 | 18 | 19.6 | 24/12/2007 |

Explanation of headings:

'AVE' represents the average rainfall for the month = R_n

STD DEV' represents the standard deviation from the normal

'N DAY RAIN' represents the average number of rain days per month exceeding 10 mm = N_n

'NUM MON' represents the number of months used in the calculation

'MAX R DAY' represents the maximum rainfall that occurred over a 24-hour period (08:00-08:00)

'MAX RAIN DATE' represents the date on which the maximum 24 hour rainfall occurred

C4.5.2 Extension of time arising from abnormal rainfall

Extension of time in terms of the Conditions of Contract arising from abnormal rainfall shall be calculated separately for each calendar month or part thereof in accordance with the formula given below. It shall be calculated for the whole period until completion of the contract including any extension thereof:

$$V = (Nw - Nn) + 0,050 (Rw - Rn)$$

If V is negative and its absolute value exceeds Nn then V shall be taken as equal to minus Nn.

The symbols shall have the following meanings:

V = Extension of time in calendar days in respect of calendar month under consideration.

Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.

Rw = Actual rainfall in mm for the calendar month under consideration.

Nn = Average number of days, as derived from existing rainfall records provided in

Table 1.12.1, on which a rainfall of 10 mm or more has been recorded for the calendar month.

Rn = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in Table 1.12.1

The total extension of time shall be the algebraic sum of the monthly totals for the period under consideration. Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn.

The factor (Nw - Nn) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds 10 mm.

The factor 0,050 (Rw - Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall does not exceed 10 mm but wet conditions prevented or disrupted work.

Accurate rain gauging shall be taken at the weather station to be supplied by the Employers Agent at a suitable point on Site as indicated by the Employers Agent.

C4.6 TENDER DRAWINGS

The drawings issued to the tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work.

The work shall be carried out in accordance with the latest available revision of the drawings approved for construction (AFC)

At commencement of the contract, the Employers Agent shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time thereafter during progress of the works, the Employers Agent may issue further drawings for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

LIST OF DRAWINGS

| DRAWING NR | TITLE |
|------------|---------------------------------|
| CWD 0052 | Final Layout of Raised Wall |
| CWD 2302 | NOC and Drainage gallery detail |
| CWD 2151 | Detail of Spillway |
| CWD 2153 | Spillway Section 2 |
| CWD 2154 | Spillway Fixed Joint |

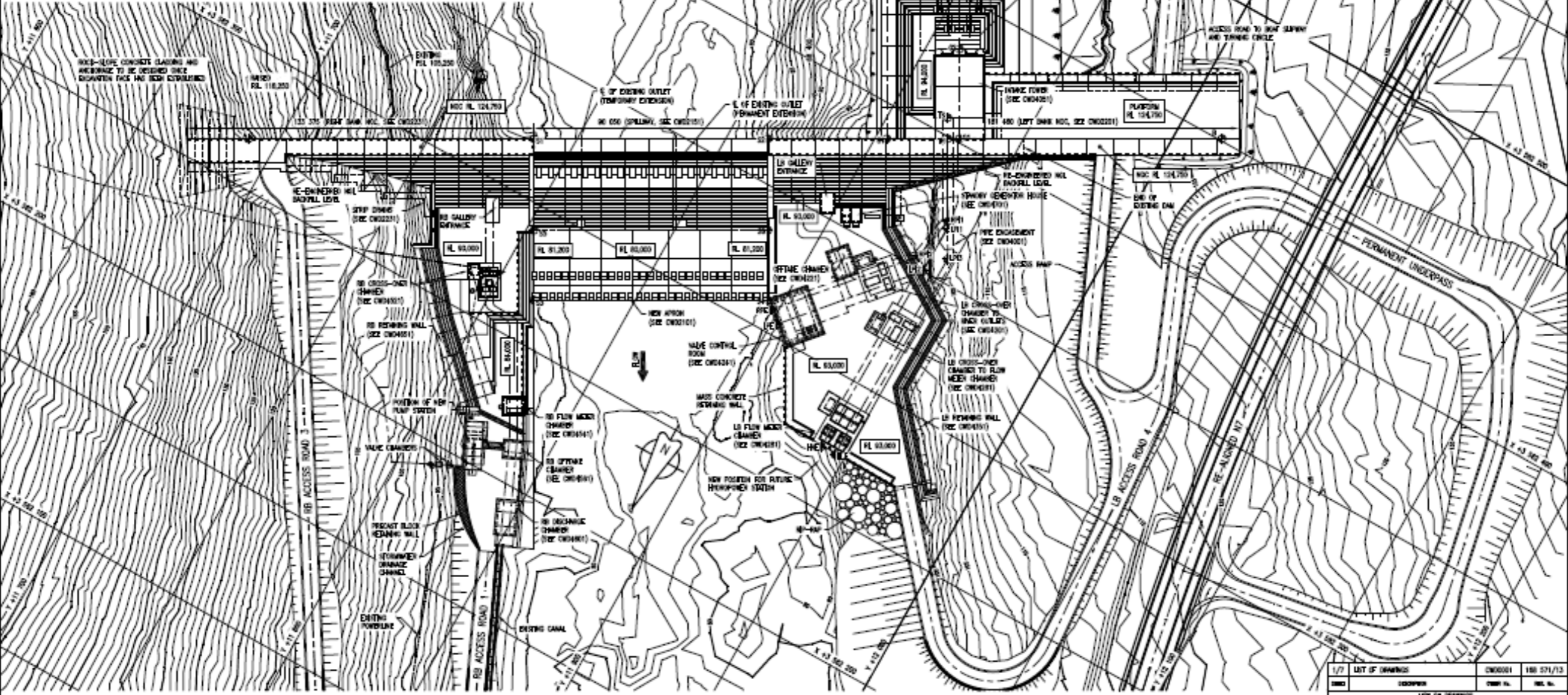
ADDITIONAL PHOTO

View of existing dam wall from down stream

Photo of the Existing Clanwilliam dam with view from down-stream



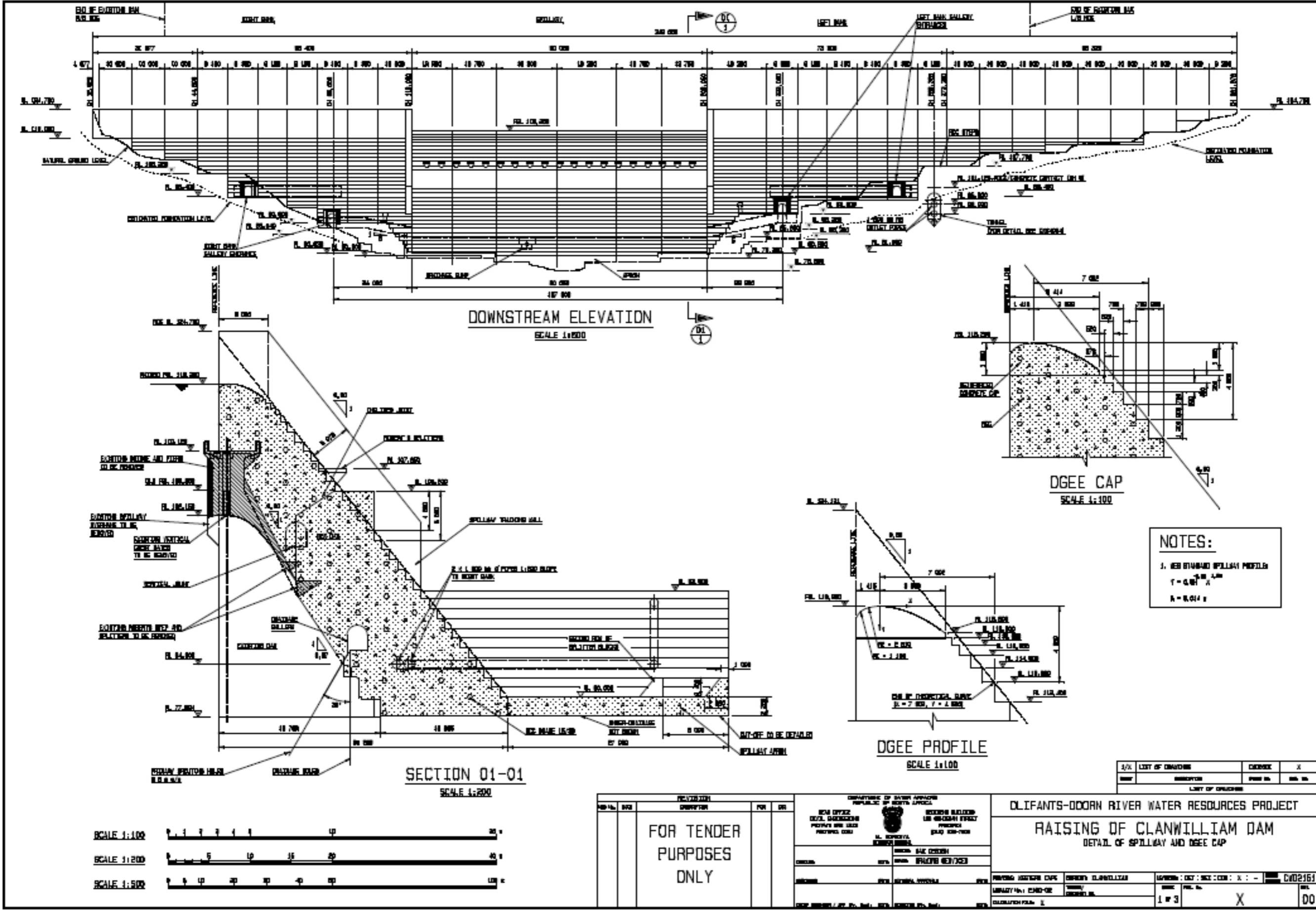
| CO-ORDINATES PROJECTION WGS84 : LO 19 | | | CO-ORDINATES PROJECTION WGS84 : LO 19 | | | CO-ORDINATES PROJECTION WGS84 : LO 19 | | | CO-ORDINATES PROJECTION WGS84 : LO 19 | | |
|--|-------------|----------------|--|-------------|----------------|--|-------------|----------------|--|-------------|----------------|
| POINT | Y | X | POINT | Y | X | POINT | Y | X | POINT | Y | X |
| A | +11 886,477 | +3 582 282,213 | LDL | +12 086,894 | +3 582 483,248 | MD2 | +11 886,457 | +3 582 282,214 | SD | +11 887,285 | +3 582 284,515 |
| B | +12 016,888 | +3 582 483,258 | LD5 | +12 146,538 | +3 582 388,243 | MDL | +11 886,828 | +3 582 288,229 | SD1 | +11 888,284 | +3 582 281,287 |
| C1 | +11 882,867 | +3 582 287,761 | LVE | +11 882,888 | +3 582 304,550 | MD5 | +11 730,598 | +3 582 153,823 | SD2 | +11 885,484 | +3 582 485,288 |
| C2 | +11 875,885 | +3 582 483,284 | LW1 | +11 841,215 | +3 582 388,119 | MD6 | +11 887,423 | +3 582 308,848 | SD3 | +11 887,285 | +3 582 483,848 |
| C3 | +11 824,514 | +3 582 485,725 | LW2 | +11 841,285 | +3 582 343,227 | MD9 | +11 840,496 | +3 582 371,389 | SD4 | +12 081,225 | +3 582 341,584 |
| D1 | +11 828,438 | +3 582 481,443 | LW3 | +11 847,178 | +3 582 358,848 | MD3 | +11 838,770 | +3 582 354,124 | SD5 | +11 884,457 | +3 582 286,223 |
| D2 | +11 811,231 | +3 582 471,889 | LW4 | +12 028,744 | +3 582 328,490 | MD7 | +11 838,225 | +3 582 312,791 | SD6 | +11 882,911 | +3 582 438,285 |
| D3C | +11 828,448 | +3 582 483,211 | LD1 | +11 880,288 | +3 582 857,888 | SD1 | +11 785,448 | +3 582 221,285 | | | |
| D3D | +11 851,278 | +3 582 478,888 | LD2 | +12 037,198 | +3 582 238,243 | SD2 | +11 884,216 | +3 582 385,388 | | | |
| D3E | +11 885,882 | +3 582 481,128 | LD3 | +11 837,838 | +3 582 114,232 | SD3 | +11 815,882 | +3 582 287,389 | | | |
| D3F | +11 848,488 | +3 582 271,214 | LD4 | +11 843,132 | +3 582 411,245 | SD4 | +11 884,458 | +3 582 211,213 | | | |
| D3G | +11 848,488 | +3 582 271,282 | LD5 | +11 848,770 | +3 582 457,888 | SD5 | +11 882,888 | +3 582 285,888 | | | |

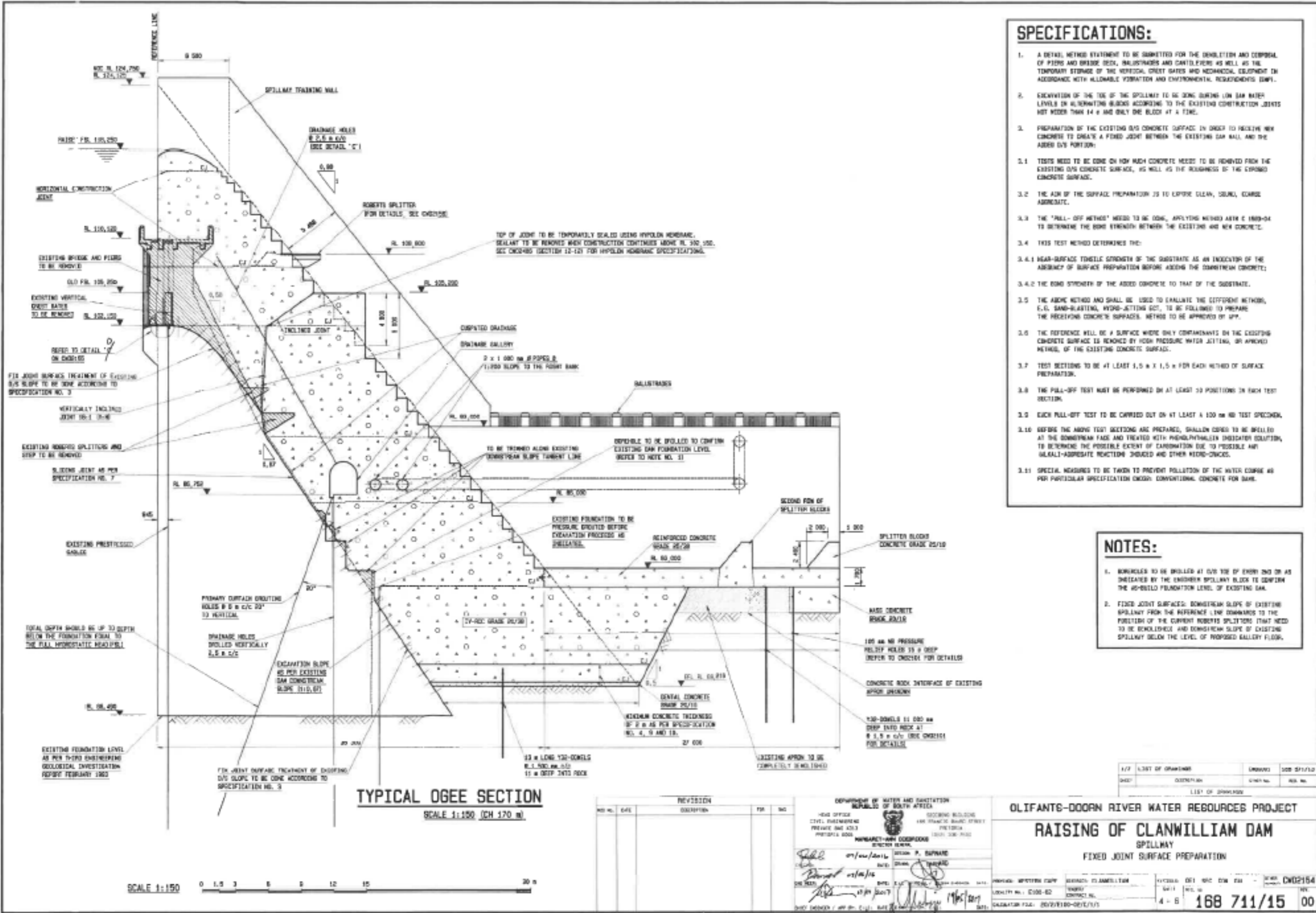


FINAL LAYOUT OF DAM
SCALE 1:750



| | | | | | | | |
|---|--|--|--|---|--|---|--|
| DESIGN DATE: 08/20/2011 DRAWN: [Name] CHECKED: [Name] | | PROJECT NO: [Number] SHEET NO: [Number] | | COMPANY OF WATER AND SEWERAGE REGIONAL OF SOUTH AFRICA 100 PRINCE STREET, STEWART PRETORIA 001 (011) 251-1200 | | OULFANTS-DOORN RIVER WATER RESOURCES PROJECT RAISING OF CLANWILLIAM DAM FINAL LAYOUT OF RAISED DAM WALL | |
| PROJECT: WATER CAPACITY CLIENT: [Name] LOCATION: [Location] DATE: 08/20/2011 | | DESIGNER: [Name] CHECKER: [Name] | | DRAWING NO: 168 589/15 SHEET NO: 00 | | PROJECT NO: [Number] SHEET NO: [Number] | |





SPECIFICATIONS:

1. A DETAIL METHOD STATEMENT TO BE SUBMITTED FOR THE DEMOLITION AND DISPOSAL OF PIERS AND BRIDGE DECK, BALUSTRADES AND CANTILEVERS AS WELL AS THE TEMPORARY STORAGE OF THE VERTICAL GATE GATES AND MECHANICAL EQUIPMENT IN ACCORDANCE WITH ALLOWABLE VIBRATION AND ENVIRONMENTAL REQUIREMENTS EMPL.
2. EXCAVATION OF THE TOP OF THE SPILLWAY TO BE DONE DURING LOW DAM WATER LEVELS IN ALTERNATING BLOCKS ACCORDING TO THE EXISTING CONSTRUCTION JOINTS NOT WIDER THAN 14 m AND ONLY ONE BLOCK AT A TIME.
3. PREPARATION OF THE EXISTING O/S CONCRETE SURFACE IN ORDER TO RECEIVE NEW CONCRETE TO CREATE A FIXED JOINT BETWEEN THE EXISTING DAM WALL AND THE ADDED O/S PORTION:
 - 3.1 TESTS NEED TO BE DONE ON HOW MUCH CONCRETE NEEDS TO BE REMOVED FROM THE EXISTING O/S CONCRETE SURFACE, AS WELL AS THE ROUGHNESS OF THE EXPOSED CONCRETE SURFACE.
 - 3.2 THE AGR OF THE SURFACE PREPARATION IS TO EXPOSE CLEAN, SOUND, COARSE AGGREGATE.
 - 3.3 THE 'PULL-OFF METHOD' NEEDS TO BE DONE, APPLYING METHOD ASTM C 1869-04 TO DETERMINE THE BOND STRENGTH BETWEEN THE EXISTING AND NEW CONCRETE.
 - 3.4 THIS TEST METHOD DETERMINES THE:
 - 3.4.1 NEAR-SURFACE TENSILE STRENGTH OF THE SUBSTRATE AS AN INDICATOR OF THE ADEQUACY OF SURFACE PREPARATION BEFORE APPLYING THE DAMPENER CONCRETE;
 - 3.4.2 THE BOND STRENGTH OF THE ADDED CONCRETE TO THAT OF THE SUBSTRATE.
 - 3.5 THE ABOVE METHOD AND SHALL BE USED TO EVALUATE THE DIFFERENT METHODS, E.G. SAND-BLASTING, HYDRO-JETTING ETC., TO BE FOLLOWED TO PREPARE THE RECEIVING CONCRETE SURFACES. METHOD TO BE APPROVED BY WPP.
 - 3.6 THE REFERENCE WILL BE A SURFACE WHERE ONLY CONTAMINANTS ON THE EXISTING CONCRETE SURFACE IS REMOVED BY HIGH PRESSURE WATER JETTING, AN APPROVED METHOD, OF THE EXISTING CONCRETE SURFACE.
 - 3.7 TEST SECTIONS TO BE AT LEAST 1,5 m x 1,5 m FOR EACH METHOD OF SURFACE PREPARATION.
 - 3.8 THE PULL-OFF TEST MUST BE PERFORMED ON AT LEAST 10 POSITIONS IN EACH TEST SECTION.
 - 3.9 EACH PULL-OFF TEST TO BE CARRIED OUT ON AT LEAST A 100 mm Ø TEST SPECIMEN.
 - 3.10 BEFORE THE ABOVE TEST SECTIONS ARE PREPARED, SHALL BE DRILLED AT THE DOWNSTREAM FACE AND TREATED WITH PHENOLPHTHALEIN INDICATOR SOLUTION, TO DETERMINE THE POSSIBLE EXTENT OF CARBONATION DUE TO POSSIBLE AIR/AGGREGATE REACTIONS INDUCED AND OTHER MICRO-CRACKS.
 - 3.11 SPECIAL MEASURES TO BE TAKEN TO PREVENT POLLUTION OF THE WATER COURSE AS PER PARTICULAR SPECIFICATION OGDMS: CONVENTIONAL CONCRETE FOR DAMS.

NOTES:

1. BLOCKS TO BE DRILLED AT O/S TOP OF EVERY 2ND OR AS INDICATED BY THE EXISTING SPILLWAY BLOCK TO DETERMINE THE JOINT-LEVEL FOUNDATION LEVEL OF EXISTING DAM.
2. FIXED JOINT SURFACES: DOWNSTREAM SLOPE OF EXISTING SPILLWAY FROM THE REFERENCE LINE DOWNWARDS TO THE POSITION OF THE CURRENT ROBERTS SPLITTERS THAT NEED TO BE DEMOLISHED AND DOWNSTREAM SLOPE OF EXISTING SPILLWAY BELOW THE LEVEL OF PROPOSED GALLERY FLOOR.

| | | | |
|-------------------|------------------|----------|--------------|
| 1/7 | LIST OF DRAWINGS | UNNOVED | DOB 05/11/12 |
| DATE: | DESCRIPTION: | CONTROL: | REV. NO.: |
| LIST OF REVISIONS | | | |

| | | | |
|--|--|--|--------------------------|
| DEPARTMENT OF WATER AND SANITATION REPUBLIC OF SOUTH AFRICA HEAD OFFICE: CIVIL ENGINEERING PRETORIA 0001 PROJECT NO. 1500-02 | | GOVERNING BUILDING: 100 FRANCIS BAARD STREET PRETORIA (011) 309-7100 | |
| OLIFANTS-DOORN RIVER WATER RESOURCES PROJECT RAISING OF CLANWILLIAM DAM SPILLWAY FIXED JOINT SURFACE PREPARATION | | | |
| PROJECT MANAGER: P. SAMPANE DATE: 15/01/15 | DESIGNER: P. SAMPANE DATE: 15/01/15 | PROJECT NUMBER: 1500-02 CONTRACT NO.: 168 711/15 | SHEET NO.: 4-B OF: 15 |