



DEPARTMENT OF WATER AND SANITATION

DUE AT 11:00 ON

01 DECEMBER 2023

DWS19-1023WTE

PIPE JACKING AND DIRECTIONAL DRILLING OF N5 NATIONAL ROAD, RAILWAY CROSSING AND SAND SPRUIT RIVER FOR SENEKAL BUCKET ERADICATION PROJECT FOR CONSTRUCTION EAST IN THE FREE STATE - CIDB CONTRACTOR GRADING DESIGNATION OF CIDB 3CE OR CIDB 3SC OR HIGHER FOR A PERIOD OF 6 MONTHS

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: 8 November 2023

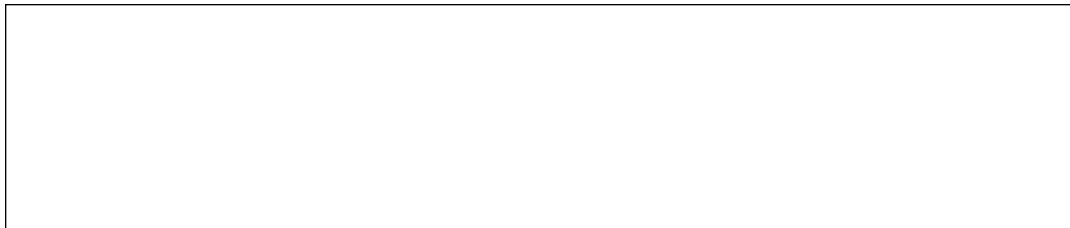
Time: 13:00pm

Venue: Senekal, Construction East, Boardroom, Nkahloleng Street, in the location of Matwabeng next to Tumisang Primary School. Senekal in the Free State Province. The town of Senekal is situated approximately 70km West of Bethlehem on the N5

GPS Coordinates:

Latitude: 28°19'54.85"S

Longitude: 27°37'39.13"E



COMPILED BY: DEPARTMENT OF WATER AND SANITATION: CONSTRUCTION EAST



DEPARTMENT OF WATER AND SANITATION

DWS19-1023WTE

PIPE JACKING AND DIRECTIONAL DRILLING OF N5 NATIONAL ROAD, RAILWAY CROSSING AND SAND SPRUIT RIVER FOR SENEKAL BUCKET ERADICATION PROJECT FOR CONSTRUCTION EAST IN THE FREE STATE - CIDB CONTRACTOR GRADING DESIGNATION OF CIDB 3CE OR CIDB 3SC OR HIGHER FOR A PERIOD OF 6 MONTHS

Issued by:

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

Prepared by:

Senekal BEP Construction
Construction East
Department of Water and Sanitation

For Administrative Queries Contact:

Bid Office
Email: bidenquirieswte@dws.gov.za

For Technical Queries Contact:

Mr M. Maseko
MasekoM2@dws.gov.za

SBD 1**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DWS19-1023 WTE	CLOSING DATE:	01 December 2023	CLOSING TIME:	11H00
DESCRIPTION	PIPE JACKING AND DIRECTIONAL DRILLING OF N5 NATIONAL ROAD, RAILWAY CROSSING AND SAND SPRUIT RIVER FOR SENEKAL BUCKET ERADICATION PROJECT FOR CONSTRUCTION EAST IN THE FREE STATE - CIDB CONTRACTOR GRADING DESIGNATION OF CIDB 3CE OR CIDB 3SC OR HIGHER FOR A PERIOD OF 6 MONTHS				
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. Mlungisi Maseko	
TELEPHONE NUMBER	012 336 8505/7596/8241/8151		TELEPHONE NUMBER	058 050 3106 /0609807847	
FACSIMILE NUMBER	BidenquiriesWTE@dws.gov.za		FACSIMILE NUMBER	Masekom2@dws.gov.za	
E-MAIL ADDRESS	Bid Office		E-MAIL ADDRESS	Mr. Mlungisi Maseko	
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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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, 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:



DEPARTMENT OF WATER AND SANITATION
DWS19-1023WTE

CONTENT OF DOCUMENT (as presented)

COVER PAGE

Contact information

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: Contract data

- C1.1 Form of offer and acceptance
- C1.2 Contract data
- C1.3 Performance guarantee

Part C2: Pricing data

- C2.1 Pricing Instructions
- C2.2 Bill of Quantities

Part C3: Scope of work

- C3.1 Standard Specifications
- C3.2 Project Specifications
- C3.3 Particular Specifications
- C3.4 Variations and Additions to Specifications

Part C4: Site Information

- C4.1 Description of The Project
- C4.2 The Site Conditions
- C4.3 Facilities Provided by Main Contractor to Contractor
- C4.4 Facilities Provided by Contractor for Works
- C4.5 Climatic Conditions
- C4.6 Drawings

Tender

Part T1: Tendering procedures

T1.2

Tender data

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T1.1 INVITATION TO TENDER

It is estimated that tenderers should have a CIDB contractor grading designation of CIDB 3CE or CIDB 3SC

Documents may be downloaded from the Department of Water and Sanitation (DWS) website.

www.dws.gov.za or from the National Treasury E-tender Portal website:

<https://www.etenders.gov.za/Home/opportunities?id=1>

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

- Admin Queries: Bid Office
Email: bidenquirieswte@dws.gov.za
- Technical Queries
Email: Mr M. Maseko, MasekoM2@dws.gov.za

A compulsory site clarification meeting with representatives of the Employer will take place on:

8 November 2023, starting at 13:00pm at Senekal, Construction East, Boardroom, Nkahloleng Street, in the location of Matwabeng next to Tumisang Primary School. Senekal in the Free State Province. The town of Senekal is situated approximately 70km West of Bethlehem on the N5

GPS Coordinates: 28°19'54.85"S 27°37'39.13"E

The closing time for receipt of tenders is 11:00am on 01 December 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.



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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) Submit alternative bid offers only if a main bid offer, strictly in accordance with all the requirements of the bid documents, is also submitted. The alternative bid offer is to be submitted with the main bid offer together with a schedule that compares the requirements of the bid documents with the alternative requirements the Bidder proposes.

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	Wherever reference is made in the documentation to contractor it shall also mean service provider.
2.18	Bidder or Tenderer is the person or organization that submits a tender offer
3	GENERAL REQUIREMENTS
3.1	The Employer is the Department of Water and Sanitation
3.2	<p>The tender documents issued by the employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Performance guarantee</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing assumptions</p> <p>C2.2 - Bill of quantities</p> <p>Part C3: Scope of work</p> <p>C3 - Scope of work</p> <p>Part C4: Site information</p> <p>C4 - Site information</p>
3.3	The completed tender as submitted will be deemed to be part of the contract document.
3.4	The employer's agent is: The Project Manager Senekal Bucket Eradication Project
3.4	The language for communications is English.
3.5	The Department may accept or decline any 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 cancellations and rejections. The Department does not bind itself to accept the lowest or any bid.
3.6	The competitive selection, and open procedure shall be applied.

Clause number	TENDER DATA
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 the 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 briefing session if applicable; (i) the bid-offer is not signed by a person authorized to sign on behalf of the Bidder; (j) more than one bid has been submitted by a Bidder. Each Bidder shall submit only one bid for the same project, either individually as a Bidder or as a partner in a joint venture. No Entity can be a subcontractor while submitting a bid individually or as a partner of a joint venture in the same bidding process. An Entity, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity. A Bidder who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.
4.1	<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 3CE OR CIDB 3SC class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the CIDB 3CE OR CIDB 3SC or higher class of construction work; and 3. 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 3CE OR CIDB 3SC 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.</p> <p>The person/s attending the site clarification meeting must sign the attendance register in the company name they are representing.</p> <p>If needed, an addendum will be issued to those companies appearing on the attendance list.</p>

Clause number	TENDER DATA
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	<p>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.</p> <p>State clearly in Form D under T2.2 returnable documents and schedules the authorised signatories that are liable on behalf of the tenderer, with proof from the employer or company.</p>
4.13.5 4.15	<p>The ORIGINAL printed, completed tender document together with a cover letter and all supporting documents needs to be placed and sealed in an envelope. The enveloped needs to be clearly marked as follows:</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> Tender reference number: DWS19-1023WTE</p> <p>TITLE OF TENDER: PIPE JACKING AND DIRECTIONAL DRILLING OF N5 NATIONAL ROAD, RAILWAY CROSSING AND SAND SPRUIT RIVER FOR SENEKAL BUCKET ERADICATION PROJECT FOR CONSTRUCTION EAST IN THE FREE STATE - CIDB CONTRACTOR GRADING DESIGNATION OF CIDB 3CE OR CIDB 3SC OR HIGHER FOR A PERIOD OF 6 MONTHS</p> <p>2) <u>The employer's details and address for delivery of tender offers and closing time are:</u> Location of tender box: THE BID BOX AT THE ENTRANCE Physical address: ZWAMADAKA BUILDING 157 FRANCIS BAARD STREET, PRETORIA, 0001 Closing date & time: 01 DECEMBER 2023 AT 11:00AM.</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.
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 the bidder's facilities, if required.
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 up to a minimum of four (4) working days before tender closing time.

Clause number	TENDER DATA																																			
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, 2022, using 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000. The lowest acceptable bid will score 80 points for price and a maximum of 20 points will be awarded for the specific goals. Maximum of 100 points will be scored for functionality (quality).</p> <p>Bids received will be evaluated on the five (5) phases namely:</p> <ul style="list-style-type: none">(1) Mandatory Requirements,(2) Functionality (5.11.9)(3) Administrative Compliance,(4) Price & Preference (5.11.7 & 5.11.8)(5) Evaluation Method 4 (5.11.5)																																			
5.8	<p>1) <u>MANDATORY REQUIREMENTS:</u></p> <p>Failure to submit any of the documents listed below may render your bid non-responsive and the bid will be disqualified.</p> <ul style="list-style-type: none">• CIDB registration in terms of construction industry development board (CIDB) grade, grade 3CE or 3SC or higher.• Certificate of attendance at the compulsory site briefing session• Proof of completed project/s for similar work for the worth of at least R450 000.00 in the recent 5 years.																																			
5.8	<p>2) <u>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>3) <u>ADMINISTRATIVE COMPLIANCE</u></p> <p>Bidders are required to comply with the following listed below:</p> <table><tr><th>No</th><th>Criteria</th><th>Yes</th><th>No</th></tr><tr><td>1</td><td>Companies must be registered with National Treasury's Central Supplier Database must submit CSD report. This must be included for all subcontractors</td><td></td><td></td></tr><tr><td>2</td><td>Tax compliant with SARS. Attach Tax Compliance status PIN page (to be verified through CSD or SARS).</td><td></td><td></td></tr><tr><td>3</td><td>Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach copy of CIPC / CIPRO certificate.</td><td></td><td></td></tr><tr><td>4</td><td>An original or certified copy of B-BBEE Status Level Verification Certificate or a valid original sworn affidavit (failure to submit, the Bidder will forfeit the relevant points allocated for B-BBEE under specific goals).</td><td></td><td></td></tr><tr><td>5</td><td>A valid letter of Good Standing with the Compensation Commissioner from COIDA in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 and or third parties' insurance registered with the Financial Service Board This must be included for all subcontractors</td><td></td><td></td></tr><tr><td>6</td><td>Initial and sign all required documents as per Tender data (T2)</td><td></td><td></td></tr><tr><td>7</td><td>Letter of appointment of duly authorized person to sign bid. Proof of such authority must be submitted with the bid. If by an individual, must be signed by that individual or by someone on his behalf duly authorised thereto and proof of such authority must be produced. If the bid is by a Company, it must be signed by a person duly authorised thereto by a Resolution of a Board of Directors a copy of which Resolution, duly certified by the Chairman of the Company is to be submitted with the bid. Refer to returnable schedule documents Form D under T2.2</td><td></td><td></td></tr></table>				No	Criteria	Yes	No	1	Companies must be registered with National Treasury's Central Supplier Database must submit CSD report. This must be included for all subcontractors			2	Tax compliant with SARS. Attach Tax Compliance status PIN page (to be verified through CSD or SARS).			3	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach copy of CIPC / CIPRO certificate.			4	An original or certified copy of B-BBEE Status Level Verification Certificate or a valid original sworn affidavit (failure to submit, the Bidder will forfeit the relevant points allocated for B-BBEE under specific goals).			5	A valid letter of Good Standing with the Compensation Commissioner from COIDA in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 and or third parties' insurance registered with the Financial Service Board This must be included for all subcontractors			6	Initial and sign all required documents as per Tender data (T2)			7	Letter of appointment of duly authorized person to sign bid. Proof of such authority must be submitted with the bid. If by an individual, must be signed by that individual or by someone on his behalf duly authorised thereto and proof of such authority must be produced. If the bid is by a Company, it must be signed by a person duly authorised thereto by a Resolution of a Board of Directors a copy of which Resolution, duly certified by the Chairman of the Company is to be submitted with the bid. Refer to returnable schedule documents Form D under T2.2		
No	Criteria	Yes	No																																	
1	Companies must be registered with National Treasury's Central Supplier Database must submit CSD report. This must be included for all subcontractors																																			
2	Tax compliant with SARS. Attach Tax Compliance status PIN page (to be verified through CSD or SARS).																																			
3	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach copy of CIPC / CIPRO certificate.																																			
4	An original or certified copy of B-BBEE Status Level Verification Certificate or a valid original sworn affidavit (failure to submit, the Bidder will forfeit the relevant points allocated for B-BBEE under specific goals).																																			
5	A valid letter of Good Standing with the Compensation Commissioner from COIDA in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 and or third parties' insurance registered with the Financial Service Board This must be included for all subcontractors																																			
6	Initial and sign all required documents as per Tender data (T2)																																			
7	Letter of appointment of duly authorized person to sign bid. Proof of such authority must be submitted with the bid. If by an individual, must be signed by that individual or by someone on his behalf duly authorised thereto and proof of such authority must be produced. If the bid is by a Company, it must be signed by a person duly authorised thereto by a Resolution of a Board of Directors a copy of which Resolution, duly certified by the Chairman of the Company is to be submitted with the bid. Refer to returnable schedule documents Form D under T2.2																																			

Clause number	TENDER DATA		
	8	Complete, sign, submit SBD1, SBD3.1, SBD4, SBD6.1	
	4) <u>PRICE AND PREFERENCE</u> As explained in 5.11.7 & 5.11.8		
5.11.5	5) <u>EVALUATION METHOD</u> Method 4: Financial offer, quality and preference → This method shall apply for the evaluation of this tender The procedure for the evaluation of responsive tenders is Method 4 (Financial offer, quality and preference). The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula: $T_{EV} = N_{FO} + N_P + N_Q$ Where: 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; Max 80 points N_P → is the number of tender evaluation points awarded for <u>preference claimed</u> in accordance with SANS 10845 clause 5.11.8; Max 20 points N_Q → is the number of tender evaluation points awarded for <u>functionality (quality)</u> in accordance with SANS 10845 clause 5.11.9 Max 100 points		
5.11.7	<u>Price Score:</u> Score for 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 $A = \left(1 - \left(\frac{P - P_m}{P_m} \right) \right)$ As per Preferential Procurement Regulations, 2022 P is the comparative offer of the tender offer under consideration P_m is the comparative offer of the most favourable comparative offer W_1 equals 80 where the financial value inclusive of VAT of all responsive tenders received has a value below the value of R50 000 000,00		
5.11.8	<u>Preference Score:</u> Preferential Procurement Regulations, 2022, Act no. 5 of 2000 will be used to evaluate this proposal as per the applicable threshold value. Bid proposals will be evaluated based on the 80/20 preference points system in accordance with the PPPFA Act (Act no. 5 of 2000). Where a maximum of 80 points will be awarded in respect of price and a maximum of 20 points will be awarded for specific goals. N_p shall be calculated to a maximum of 20 points, as claimed in Table 1 below in accordance with Preferential Procurement Regulations, 2022 and described below. Points claimed will be according to a bidder's specific goals claimed as indicated in Table 1 below. In terms of Regulation 4(2) and 5(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the tenderer's goals claimed as per Table 1 below. The tenderer goal claimed must be supported by proof / documentation as per Table 2 and the special conditions of this tender where applicable. Table 1 Specific goals for the tender and points claimed:		

Clause number	TENDER DATA																							
	<table><tr><th>The specific goals allocated points in terms of this tender</th><th>Number of points allocated (80/20 system) (To be completed by the organ of state)</th><th>Number of points claimed (80/20 system) (To be completed by the tenderer)</th></tr><tr><td>Women</td><td>5</td><td></td></tr><tr><td>People with disability</td><td>5</td><td></td></tr><tr><td>Youth (35 and below)</td><td>5</td><td></td></tr><tr><td>Location of enterprise (Free State)</td><td>2</td><td></td></tr><tr><td>B-BBEE status level contributor level 1 or level 2 who are EME or QSE</td><td>3</td><td></td></tr><tr><td>Total points for SPECIFIC GOALS</td><td>20</td><td></td></tr></table>	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Women	5		People with disability	5		Youth (35 and below)	5		Location of enterprise (Free State)	2		B-BBEE status level contributor level 1 or level 2 who are EME or QSE	3		Total points for SPECIFIC GOALS	20			
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	<p>“Specific goals” means specific goals as contemplated in section 2(1)(d) of the PPPFA Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction of Development Programme as published in <i>Government Gazette</i> No. 16085 date 23 November 1994.</p> <p>“Ownership” means the percentage ownership and control, exercised by individuals within an enterprise.</p> <p>"Disability" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.</p> <ul style="list-style-type: none">i. A blind person (in terms of the Blind Persons Act, 1968 (Act no.26 of 1968);ii. A deaf person, whose hearing is impaired to such an extent that he/she cannot use it as a primary means of communication;iii. A person who, as a result of permanent disability, requires a wheelchair, caliper or crutch to assist him/her to move from one place or another;iv. A person who requires an artificial limb; orv. A person who suffers from a mental illness (in terms of the Mental Health Act, 1973 (Act no. 18 of 1973). <p>"Youth" means, in respect of a person younger than 35 years of age.</p> <p>"Location of enterprise" Local equals province. Where a project cuts across more than on province, the bidder may be located in anu of the relevant provinces to obtain the points.</p> <p>Women, disability, and youth will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets the criterion. E.g., Company A has five shareholders each of whom own 20% of the company. Three of the five shareholders meet the criterion, i.e., they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allowable for this goal.</p> <p>Documents/ information listed on the below Table 2 must be submitted to support and verify points claimed as per Table 1 above.</p>																							

Clause number	TENDER DATA										
	<p>Table 2 Documents required for verification of Tenderer claimed points.</p> <table> <tr> <th>Specific Goal</th><th>Requires Proof Documents</th></tr> <tr> <td>Ownership by Women</td><td rowspan="3">Completed Percentage Ownership Affidavit (Annexure 1)</td></tr> <tr> <td>Ownership by people with disabilities</td></tr> <tr> <td>Ownership by Youth</td></tr> <tr> <td>Location of enterprise – Free State</td><td>Completed Location of enterprise Affidavit (Annexure 2) and proof of such premises</td></tr> <tr> <td>B-BBEE status level 1 or level 2 contributor who are Exempted Micro Enterprise or Qualifying Small Enterprise</td><td>B-BBEE verification certificate issues by a verification agency accredited by South African National Accreditation Agency (SANAS) or in the case of an EME or a QSE, if permitted in terms of the relevant code, a duly completed sworn affidavit on the relevant and appropriate form.</td></tr> </table>	Specific Goal	Requires Proof Documents	Ownership by Women	Completed Percentage Ownership Affidavit (Annexure 1)	Ownership by people with disabilities	Ownership by Youth	Location of enterprise – Free State	Completed Location of enterprise Affidavit (Annexure 2) and proof of such premises	B-BBEE status level 1 or level 2 contributor who are Exempted Micro Enterprise or Qualifying Small Enterprise	B-BBEE verification certificate issues by a verification agency accredited by South African National Accreditation Agency (SANAS) or in the case of an EME or a QSE, if permitted in terms of the relevant code, a duly completed sworn affidavit on the relevant and appropriate form.
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5.11.9	<p><u>Functionality (Quality) Score:</u></p> <p>The score obtained in 5.11.9 (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 (5.11.9) allocated to the submission under consideration</p> <p>$M_s \rightarrow$ is the maximum possible score for functionality criteria (100)</p>										

Clause number	TENDER DATA																																									
5.11.9	<p>Functionality (Quality) Score (continue):</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 (M_s) points out of total 100 (M_s) 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 (Annexure J).</p> <p>See T2 returnable Annexure J for applicable documents with detail on point allocation for the sub-criteria's.</p> <table><tr><th colspan="2">Functionality Criteria</th><th>Maximum number of points</th></tr><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</i></td><td>40</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>5</td></tr><tr><td>6</td><td><i>Environmental Plan</i></td><td>5</td></tr><tr><td>7</td><td><i>Ability and Capability</i></td><td>20</td></tr><tr><td colspan="2">The maximum possible score for quality (M_s)</td><td>100</td></tr></table> <p>The evaluators are to score the functionality criteria 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> <p style="text-align: center;">Table 5.11.9 – Functionality Criteria Score</p> <table><tr><th>Score</th><th>Prompt for judgement</th></tr><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></table> <p>The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality.</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</i>	40	4	<i>Quality Management System</i>	10	5	<i>Health and Safety Plan</i>	5	6	<i>Environmental Plan</i>	5	7	<i>Ability and Capability</i>	20	The maximum possible score for quality (M _s)		100	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.
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Clause number	TENDER DATA
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) Functionality (5.11.9) (3) Administrative Compliance, (4) Price & Preference (5.11.7 & 5.11.8) (5) Evaluation Method 4 (5.11.5) <p>For item 5 the following evaluation phases will be followed to determine the successful bidder according to SANS 10854</p> <p>Evaluation data from Phases 2 & 4 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; Max 80 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; Max 20 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 Max 100 points</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	<p>The number of paper copies of the signed contract to be provided by the employer to the successful bidder is One (1).</p>

DEPARTMENT OF WATER AND SANITATION

DWS19-1023WTE



PIPE JACKING AND DIRECTIONAL DRILLING OF N5 NATIONAL ROAD, RAILWAY CROSSING AND SAND SPRUIT RIVER FOR SENEKAL BUCKET ERADICATION PROJECT FOR CONSTRUCTION EAST IN THE FREE STATE - CIDB CONTRACTOR GRADING DESIGNATION OF CIDB 3CE OR CIDB 3SC OR HIGHER FOR A PERIOD OF 6 MONTHS

T1.3 STANDARD CONDITIONS OF TENDER

T1.3: STANDARD CONDITIONS OF TENDER

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- 5.18 Returning of tender securities
- 5.19 Providing written reasons for actions taken

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 the 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 there.

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.

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 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 members 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

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, 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
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.		

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 (Na) 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

DWS19-1023WTE

PIPE JACKING AND DIRECTIONAL DRILLING OF N5 NATIONAL ROAD, RAILWAY CROSSING AND SAND SPRUIT RIVER FOR SENEKAL BUCKET ERADICATION PROJECT FOR CONSTRUCTION EAST IN THE FREE STATE - CIDB CONTRACTOR GRADING DESIGNATION OF CIDB 3CE OR CIDB 3SC OR HIGHER FOR A PERIOD OF 6 MONTHS

T2: RETURNABLE DOCUMENTS

CONTENTS

T2.1: RETURNABLE DOCUMENTS

T2.2: LIST OF RETURNABLE DOCUMENTS AND SCHEDULES



T2.1 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.



T2.2 LIST OF 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 3.1	SBD 3.1: Bill of Quantities – 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 Site Briefing session	
FORM B	Record of Addenda to Tender Documents	
FORM C	Compulsory Declaration	
FORM D	Certificate Authority of Signatory	
FORM E	Qualifications (if applicable)	
FORM F	Annual Financial Statements Declaration	
FORM G	Pro Forma Form of Offer and Acceptance (Part C1.1)	
FORM H	Contract Data (Part C1.2)	
FORM I	Pro Forma 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)	
ANNEXURE 1 & 2	Preferencing schedule in Terms of the Preferential Procurement Regulations 2022: ANNEXURE 1 Percentage Ownership Affidavit and ANNEXURE 2 Location of enterprise affidavit	
ANNEXURE A	Preferencing Schedule for Broad Based Black Economic Empowerment Status, together with original or certified copy of B-BBEE certificate Preferencing Schedule for Broad Based Black Economic Empowerment Status (together with a valid copy of B-BBEE certificate or an original sworn affidavit)	
ANNEXURE B	A certified copy of Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB)	
ANNEXURE C	Tax Compliance Status Pin page issued by the South African Revenue Services.	
ANNEXURE D	Central Supplier Database (CSD) proof of registration containing MAAA number.	



RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES THAT WILL BE INCORPORATED INTO THE CONTRACT		
Doc. Ref. Nr.	Document/ Schedule	Completed (Tick)
ANNEXURE E	Originally certified copies of bidder's CIPC company registration documents listing all members with percentages	
ANNEXURE F	Letter of good standing from COIDA (Compensation for Occupational Injuries & Diseases Act)	
ANNEXURE G	Tenderer's specific experience related to this project (similar work undertaken and completed by bidder)	
ANNEXURE G-1	Schedule of similar work undertaken	
ANNEXURE H	Ability and Capability	
ANNEXURE H-1	Schedule of Qualifications / Experience of key project team members. Schedule: Experience of key staff with CV's (inclusive certified certificates of qualifications) of applicable work for key personnel.	
ANNEXURE I	Schedule of Plant and Equipment	

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

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

SBD 3.1 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.



- 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 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 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 **To be completed by the organ of state**

a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS



- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10	
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$			

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender



SBD 6.1

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.



Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women Ownership	5	
Disability Ownership	5	
Youth Ownership (35 and below)	5	
Location of enterprise (local equals province) Free State	2	
B-BBEE status level contribution from level 1 to 2 which are QSE or EME	3	
Total points for SPECIFIC GOALS	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]



4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



NOTICE OF SITE BRIEFING SESSION

- 1.1 Bidders will be invited to quote to provide a service at Senekal in the Free state. Bidders are therefore invited to the compulsory site briefing session that will be held at Senekal 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 BRIEFING 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 briefing sessions will be held at following venue: Senekal Construction Site

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

3. SITE DESCRIPTION

The site is situated in the town of Senekal, situated approximately 70km West of Bethlehem on the N5.

The site is in the town of Senekal, in the location of Matwabeng next to Tumisang Primary School, accessed through a controlled gate. The gravel site roads will be regularly maintained but could get challenging under abnormal rainfall conditions.

The compulsory site inspection sessions shall be held as follows:

Note: this contact number is for directions only. All other queries will be dealt via emails.

OPERATIONAL AREA	VENUE FOR COMPULSORY SITE MEETING	GPS COORDINATES		CONTACT PERSON	CONTACT NUMBERS
		SOUTH	EAST		
Setsoto	Senekal, Construction East, Board room	28°19'54.85"	27°37'39.13"	M Maseko	060 980 7847

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 Department of Water and Sanitation (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:

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

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

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		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:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature | |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		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 (insert 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

Tenderer

FORM D



FORM D CERTIFICATE AUTHORITY OF SIGNATORY

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.

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: -

1. Witness Chairman
2. 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

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

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 E QUALIFICATIONS

The Tenderer should record qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material qualifications.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer



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 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 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 PRO FORMA PERFORMANCE GUARANTEE

Contract data 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 OHSA 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 OHSA 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 OHSA 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 OHSA 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 OHSA 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 OHSA 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 OHSA 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.

PREFERENCING SCHEDULE IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

NB: BEFORE COMPLETING THIS FORMS, TENDERES MUST STUDY THE GENERAL CONDITIONS, BIDDERS MUST STUDY THE CONSITIONS: DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1 Preference

Preferences shall be granted in respect of the following:

1.1 Ownership by women, people with disabilities and youth

The percentage shareholding of an enterprise as at the closing time for submissions of natural persons who are women, people with disabilities or youth as evidenced by:

- a) voting rights that are not subject to any limitation; and
- b) economic interest.

where

people with disabilities are people who have a long-term or recurring physical or, mental, intellectual or sensory impairment which, in interaction with various barriers, may substantially limit their prospects of entry into, or advancement in, employment

youth are people aged between 14 and 35

1.2 Local enterprise

An enterprise which operates from a building together with its land and outbuildings located within the boundaries of the, or Province as at the closing time for submissions

1.3 B-BBEE status level contributors from level 1 or level 2 who are Exempted Micro Enterprises or Qualifying Small Enterprises

The status of an enterprise as measured in accordance with the provisions of **an applicable code of good practice** issued in terms of Section 9(1) of the B-BBEE Act of 2003 as at the closing time for submissions.

Note: The Construction Sector Code applies to the B-BBEE compliance measurement of all entities that fall within the Construction Sector i.e. all enterprises who derive more than 50% of their annual Revenue from Construction Related Activities.

2 Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide in support of their claim the following in relation to their claim, failing which their claims for preferences will be rejected:

Preference applied for	Verification document
Ownership by women	Completed Percentage Ownership Affidavit (Annexure 1)
Ownership by people with disabilities	
Ownership by youth	
Location of enterprise	Completed Location of enterprise affidavit (Annexure 2) and proof of ownership of premises or a valid rental agreement with the owner of such premises
B-BBEE status level of contributor	B-BBEE Verification Certificates issued by a verification agency accredited by the South African National Accreditation System (SANAS) (see www.sanas.co.za/Pages/index.aspx) or, in the case of an Exempted Micro Enterprise or a Qualifying Small Enterprise, if permitted in terms of the relevant code, a duly completed sworn affidavit on the relevant and appropriate form obtained from one the following websites: <ul style="list-style-type: none"> o www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-QSE-Gen.pdf

	<ul style="list-style-type: none"> ○ www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-EME-Gen.pdf ○ www.abp.org.za/wp-content/uploads/2018/03/Final-CSC-EME-Affidavit-March-2018-2.pdf
--	--

3 Preferences points offered and claimed

The preference points offered by the Employer in accordance with the provisions of the Preferential Procurement Policy Framework Act of 2022 and claimed by the tenderer are as follows:

Preference claimed		Number of preference points allocation		Preference claimed (tick relevant block)
		90/10 preference points system	80/20 preference points system	
Ownership	by women	Up to 2	Up to 5	
	by people with disabilities	Up to 2	Up to 5	
	by youth	Up to 2	Up to 5	
Location of enterprise	<i>[insert provinces where project is located]</i>	1	2	
B-BBEE status	Level 1 or level 2 contributors who are Exempted Micro Enterprises or Qualifying Small Enterprises	3	3	

where points claimed for ownership are calculated separately for each type of ownership in terms of the following formula:

90 / 10 preference points system: $NO = 2 \times PS / 100$

80 / 20 preference points system: $NO = 5 \times PS / 100$

where

NO = number of points awarded to tenderer claiming a preference for ownership by women, people with disabilities or youth

PS = percentage shareholding by women, people with disabilities or youth as declared in the Percentage Ownership Affidavit

4 Declaration

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

Signature:.....

Name:.....

Duly authorised to sign on behalf of:.....

Telephone: Date:

Name of witness: Signature of witness:.....

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

ANNEXURE 1: Percentage Ownership Affidavit

I, the undersigned,

full name and surname

identity number

hereby declare under oath that

1) I am a member / director / owner of the enterprise:

name :

trading name, if applicable

registration number:

physical address:

.....

in which the following natural persons who are women, people with disabilities or youth at the time of the tender submission have

a) voting rights that are not subject to any limitation; and

b) economic interest.

as indicated below

Name	Economic interest (%)			Identity number
	Women	People with disabilities	Youth	

Where:

people with disabilities are people who have a long-term or recurring physical or, mental, intellectual or sensory impairment which, in interaction with various barriers, may substantially limit their prospects of entry into, or advancement in, employment

Note: The Code of Good Practice on Employment of Persons with Disabilities (2015) considers "substantially limit" as *"if in its nature, duration or effects it substantially limits the person's ability to perform the essential functions of the job for which they are being considered"* and points out that *"some impairments"* are so easily controlled, corrected or lessened that they have no limiting effects.

youth are people aged between 14 and 35

- 2) the contents of this statement are to the best of my knowledge a true reflection of the facts;
- 3) I know and understand the contents of the affidavit and I have no objection to take the prescribed oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

Deponent signature:

Date:

Commissioner of oaths

Signature and stamp

ANNEXURE 2: Location of enterprise affidavit

I, the undersigned, full name and surname

Identity number hereby declare under oath that

- 1) I am a member / director / owner of the enterprise:

name :

trading name, if applicable

registration number:

physical address:

.....

which is an enterprise which operates from a building together with its land and outbuildings located within the boundaries of the (*name*) Province as at the closing time for submissions

- 2) the contents of this statement are to the best of my knowledge a true reflection of the facts;

- 3) I know and understand the contents of the affidavit and I have no objection to take the prescribed oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

Attach proof of ownership of premises or a valid rental agreement with the owner of such premises

Deponent signature:

Date:

Commissioner of oaths

Signature and stamp

ANNEXURE A B – BBEE STATUS VERIFICATION CERTIFICATE

Preferencing schedule: Broad Based Black Economic Empowerment Status

Preamble

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

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

1 Conditions associated with the granting of preferences

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

2 Sufficient evidence of qualification

2.1 Exempted micro enterprises

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

- a) a 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
- b) a sworn affidavit – B-BBEE Qualifying Small Enterprise (see www.thedti.gov.za/gazettes/BBEE_QUALIFYING_SMALL_ENTERPRISE.pdf)

3 Declaration

The tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions
- b) the tendering entity has been measured in terms of the following code *(tick applicable box)*
- ☐ Generic code of good practice
- ☐ Other – specify
- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

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 may result in the award of 0 (zero) points for specific goals.

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

DATE:

ANNEXURE B CIDB CERTIFICATE

CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB

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

Note: Only certificates for the specified category 3CE or 3SC 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 will not be eligible to tender.

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

DATE:

ANNEXURE C



ANNEXURE C TAX COMPLIANCE PIN PAGE

CONTRACTOR'S TAX COMPLIANCE PIN PAGE

Attached to this page: original or certified copies valid Tax Clearance Certificate AND SARS Pin 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 may lead to the conclusion that I am / we are not Tax compliant and therefore maybe not eligible to tender.

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

DATE:



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: Originally certified 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 F



ANNEXURE F 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 G COMPANY EXPERIENCE

COMPANY EXPERIENCE

Attached to this page:

1. Schedule of similar work undertaken → Tenderer's specific experience related to this project (similar work undertaken and completed by bidder). (To be complete on next page)
2. Completion Certificates of previous projects completed.
3. Contactable contract client reference letters.
4. Proof of value of work undertaken.
5. Current Commitments
6. Short description of the work carried out.

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

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

DATE:

ANNEXURE G



ANNEXURE G-1 SCHEDULE OF SIMILAR WORK UNDERTAKEN

The Bidder shall, in the schedule hereunder, list all works 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

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 H ABILITY & CAPABILITY

ABILITY & CAPABILITY

The tenderer shall attach his proposed Management and key personal structure AND human resource plan for the execution of the works as follows but not limited to:

Attached to this page:

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.
 2. **Past Experience:** Tenderer's specific experience related to this project (similar work undertaken and completed by bidder). (To be complete on next page) *(for the last 15 years)*
 3. **Method Statement for Drilling and horizontal Jacking** It is a requirement that the Contractor will submit a preliminary Method Statement for the section of work to be undertaken:
 - Excavation of launch pits
 - Drilling of material
 - Horizontal jacking of pipes
 - Method Statement Max 10 pages; Annexures max 10 pages
 4. **Provide a Project Quality plan with Pro forma sheets for:**
 - Excavation of launch pits
 - Drilling of material
 - Horizontal jacking of pipes
 5. **Health and Safety Plan** Provide Pro Forma Health and Safety Management System in terms of Construction Health and Safety Act and regulations for all the work to be carried out with specific reference to:
 - Organogram & legal appointments
 - Baseline Risk assessment and;
 - File structure of documentation
- The following documentation shall be submitted together with tender:**
- Construction manager appointment & including CV with relevant qualifications and registrations
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
 7. **Ability and Capability:** Proof of qualifications, and accreditation / affiliations of applicable experience key personnel / staff. (As listed in "Schedule of qualifications / experience of key project team members") *(for the last 15 years)*

ANNEXURE H



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 owns or will lease and have for this contract must be provided. The following must be presented on the schedule to be provided:</p> <ul style="list-style-type: none"> Item description – Max 2 Points Type and size – Max 2 Points Capacity – Max 2 Points Quantity – Max 2 Points Year of manufacture – Max 2 Points <p>2. Provide the locations where the Plant may be inspected related to contactable references.</p>	<p>Max 10 Points Min req. 6 Points</p>	Total for criteria 10
2.	Past Experience	<p>1. Contactable reference (description of the project, period of the contract, contract amount and project manager for reference) Provide a minimum of 3 contactable references of clients Bidders must submit signed reference letter(s) from previous clients/employers. Note that only completed projects will be accepted for evaluation. PLEASE ATTACH COMPLETION CERTIFICATES - Max 2 Points</p> <p>2. Relevant work experience in horizontal drilling and pipe jacking projects</p> <ul style="list-style-type: none"> Pipe cracking (bursting) - Max 1 Points Horizontal drilling - Max 1 Points Pipe jacking on national road - Max 1 Points 	<p>Max 5 Points Min req. 1 Points</p>	Total for criteria 10
		Reference letter(s) must indicate any of the above listed projects completed by the bidder. Points allocation will be as follow:	Max 5 Points Min 1 Points	
		11 or more completed projects	Max 5 Points	
		9 Completed projects	Max 4 Points	
		7 Completed projects	Max 3 Points	
		5 Completed projects	Max 2 Points	
		3 Completed projects	Max 1 Points	
NO.	CRITERIA	DELIVERABLES	WEIGHTING/ JUDGEMENT PER CRITERIA	MAXIMUM POINTS
3.	Method Statement for Horizontal Drilling/Pipe Jacking	<p>It is a requirement that the Contractor will submit a preliminary Method Statement for the section of work to be undertaken:</p> <ul style="list-style-type: none"> Site establishment Horizontal drilling Jacking wall/jacking support structure construction (if applicable) Fluid Design and Management (if applicable) 	<p>Max 35 Points Min req. 25 Points</p> <p>Max 2 Points</p> <p>Max 5 Points</p> <p>Max 3 Points</p> <p>Max 1 Points</p>	Total for criteria 35
	Use: Table 5.11.9 –			

ANNEXURE H



	Functionality Criteria Score Page 15	<ul style="list-style-type: none"> Casing pipe welding; 	Max 2 Points	
		<ul style="list-style-type: none"> Tunnelling/pipe installation. 	Max 4 Points	
		<ul style="list-style-type: none"> Carrier pipe installation procedure (if applicable) 	Max 4 Points	
		<ul style="list-style-type: none"> Grouting between the jacking pipe and the carrier pipe 	Max 3 Points	
		<ul style="list-style-type: none"> Jacking head intervention/cutter change (under free air or compressed air) 	Max 2 Points	
		<ul style="list-style-type: none"> Welding of casing/carrier pipe (steel welding, HDPE pipe welding, HDPE sheet welding) 	Max 3 Points	
		<ul style="list-style-type: none"> Tunnel surveying and surveying audit 	Max 3 Points	
		<ul style="list-style-type: none"> The demobilisation of the equipment and site 	Max 1 Points	
		<ul style="list-style-type: none"> Highlight all the risks that may be encountered during the drilling. 	Max 2 Points	
4.	Quality Management System Use: Table 5.11.9 – Functionality Criteria Score Page 15	Provide a Project Quality plan (3 Points) with Pro forma sheets (2 Points) for but not limited to: <ul style="list-style-type: none"> Horizontal drilling – Max 5 Points Pipe jacking – Max 5 Points 	Max 10 Points Min req. 8 Points	Total for criteria 10
5.	Health and Safety Plan Use: Table 5.11.9 – Functionality Criteria Score Page 15	Provide Pro Forma Health and Safety Management System: <ul style="list-style-type: none"> Organogram & legal appointments – Max 2 Points Baseline Risk assessment – Max 2 Points File structure of documentation – Max 1 Points Operation of a crane – Max 1 Points Operation of the jacking equipment – Max 2 Points Operation of the slurry system – Max 1 Points Operation of the water treatment plant – Max 1 Points Work at heights – Max 1 Points Work in a confined space – Max 1 Points Hot works – Max 1 Points Work at night under artificial light – Max 1 Points Lifting – Max 1 Points 	Max 15 Points Min req. 10 Points	Total for criteria 15
6.	Environmental Plan Use: Table 5.11.9 – Functionality Criteria Score Page 15	Provide Pro Forma Health and Safety Management System in terms of Construction Health and Safety Act and regulations for all the work to be carried out with specific reference to: <ul style="list-style-type: none"> Organogram & legal appointments – Max 2 Points Baseline Risk assessment and; – Max 2 Points File structure of documentation – Max 1 Points 	Max 5 Points Min req. 5 Points	Total for criteria 5

ANNEXURE H



7.	Ability and Capability (for the last 15 years)	Demonstrated skills and experience of each key personnel for this project by submission of organization and staffing proposals with a 1 page resume of each key project team member indicating qualifications, experience, accreditation / affiliation - Proof of qualifications, experience, accreditation / affiliation are required for:	Max 27.5 Points Min req. 21 Points	Total for criteria 27.5
		<ul style="list-style-type: none"> Project Manager (min. qualification – national dip. or equivalent NQF level 6, and accreditation or affiliation with bodies such as PMSA or equivalent) Supervisor (min. qualification – national dip. or equivalent NQF level 6) Operator/s (min. qualification – competency certificate for relevant machinery that is valid for programme of works) Engineer (min. qualification – national dip. or equivalent NQF level 6, and accreditation or affiliation with bodies such as ECSA, SAIMEchE, SAIEE or equivalent) Surveyor (min. qualification – N1/Junior certificate and accredited training certificate in survey or equivalent, and accreditation or affiliation with bodies such as SAGC or equivalent) Drill rig operators (min. qualification – valid competency certificate to operate a drill rig) 		
		Project Manager	Max 8.5 Points	
		10 Years or more experience	8.5	
		8 Years or more experience	6	
		6 Years or more experience	4	
		Engineer	Max 8.5 Points	
		10 Years or more experience	8.5	
		8 Years or more experience	6	
		6 Years or more experience	4	
		Supervisor	Max 3.5 Points	
		5 Years or more experience	3	
		4 Years or more experience	1.5	
		3 Years or more experience	1	
		Surveyor	Max 2.5 Points	
		5 Years or more experience	2.5	
		4 Years or more experience	1.5	
		3 Years or more experience	1	
		Operator	Max 2.5 Points	
		5 Years or more experience	2.5	
		4 Years or more experience	1.5	
		3 Years or more experience	1	

ANNEXURE H



		Drill rig operator	Max 2.5 Points	
		5 Years or more experience	2.5	
		4 Years or more experience	1.5	
		3 Years or more experience	1	
	TOTAL		Max 112.5 Min req. 77	

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

DATE:

ANNEXURE H - 1 SCHEDULE OF QUALIFICATIONS / EXPERIENCE OF KEY PROJECT TEAM MEMBERS	
---	--

SCHEDULE OF QUALIFICATIONS / EXPERIENCE OF KEY PROJECT TEAM MEMBERS

The bidder shall state hereunder the qualifications and experience of each key project team member whom he proposes to employ in the execution of all or main sections of the works.

[illegible]

SIGNATURE OF BIDDER

DATE _____

ANNEXURE I 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 (type, size, capacity etc)	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 (type, size, capacity etc)	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 may prejudice his tender.

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

DATE:



DEPARTMENT OF WATER AND SANITATION

DWS19-1023WTE

PIPE JACKING AND DIRECTIONAL DRILLING OF N5 NATIONAL ROAD, RAILWAY CROSSING AND SAND SPRUIT RIVER FOR SENEKAL BUCKET ERADICATION PROJECT FOR CONSTRUCTION EAST IN THE FREE STATE - CIDB CONTRACTOR GRADING DESIGNATION OF CIDB 3CE OR CIDB 3SC OR HIGHER FOR A PERIOD OF 6 MONTHS

C1: AGREEMENT AND CONTRACT DATA

CONTENTS

C1.1 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 FORM OF GUARANTEE

TENDER NO: DWS19-1023WTE

FORM G – PRO FORMA FORM OF OFFER AND ACCEPTANCE

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:

PIPE JACKING AND DIRECTIONAL DRILLING OF N5 NATIONAL ROAD, RAILWAY CROSSING AND SAND SPRUIT RIVER FOR SENEKAL BUCKET ERADICATION PROJECT FOR CONSTRUCTION EAST IN THE FREE STATE - CIDB CONTRACTOR GRADING DESIGNATION OF CIDB 3CE OR CIDB 3SC OR HIGHER FOR A PERIOD OF 6 MONTHS

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

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

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

.....

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

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

For the Tenderer:

Signature(s): _____

Name(s): _____

Capacity: _____

Date: _____

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 CONTRACT 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 and contract-specific data of the 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 subclause 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 is defined as:

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" PIPE JACKING AND DIRECTIONAL DRILLING OF N5 NATIONAL ROAD, RAILWAY CROSSING AND SAND SPRUIT RIVER FOR SENEKAL BUCKET ERADICATION PROJECT FOR CONSTRUCTION EAST IN THE FREE STATE - CIDB CONTRACTOR GRADING DESIGNATION OF CIDB 3CE OR CIDB 3SC OR HIGHER FOR A PERIOD OF 6 MONTHS "

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 Minister 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 Project Manager Department of Water and Sanitation (DWS): Construction East or any other person appointed from time to time by him and notified in writing to the Contractor. The Employers Agent will appoint an “Employers Representative” to act as Engineer for the purpose of the contract.

- 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
- SCC 10.1.1 No claims for rainfall will be entertained.

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	1 Month 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.	Project Manager Department of Water and Sanitation (DWS) CONSTRUCTION EAST
1.2.1.2	The address of the Employers Agent.	Department of Water and Sanitation CONSTRUCTION EAST
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) Environmental Plan 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	R50 000,00 per working day
5.14.1	Requirements for practical completion	On submission and signed of all drillings and blasting records and reports of scheduled work.
5.16.3	The latent defect period	10 years
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 = 0.30 Labour b = 0.30 Contractors Equipment c = 0.20 Material d = 0.20 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 Free State 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

	"Ft" is the Fuel Index	and published by SAFCEC from time to time. 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	The base month used for the calculation will be 30 days before the closing date of the bid.
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
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	R10 000 000.00
8.6.1.3	The limit of indemnity for liability insurance	R10 000 000.00
10.5.3	The number of Adjudication Members to be appointed by the Contractor	Three (3)
10.7.1	The determination of disputes	By arbitration

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)

C1.3 PRO FORMA PERFORMANCE GUARANTEE

Tender Reference No:

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 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 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

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C2: PRICING DATA

CONTENTS

C2.1 PRICING INSTRUCTIONS

C2.2 BILL OF QUANTITIES

C2.1 PRICING INSTRUCTIONS

PREAMBLE TO THE SBD 3.1 – PRICING SCHEDULE

1 GENERAL

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

2. QUANTITIES REFLECTED IN THE PRICING SCHEDULE

The quantities given in the SBD 3.1 can be subject to change. **The Department reserves the right to reduced quantities per item or one item or none of the items in the pricing schedule.**

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

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 Engineer'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.

3. 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.

4. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid, use of correction fluid will invalidate your bid, but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Bidder, failure to initial where the correction was done will invalidate your bid.

5. ARITHMETICAL ERRORS, 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.

6. 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.

7. 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 instalments assessed by the Employers Agent and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

8. 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.

PRICING SCHEDULE**(Firm Price)****DWS19-1023WTE**

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

NOTE: PRICE ADJUSTMENTS WILL ONLY BE ALLOWED AT THE PERIODS AND TIMES AS SPECIFIED IN THE BIDDING DOCUMENT, AND ALL ITEMS BELOW MUST ALL BE INCLUSIVE OF VAT

CLOSING TIME 11:00 ON: 01 DECEMBER 2023

BID NO.: DWS19-1023WTE

NAME OF BIDDER:

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

C2.2 BILL OF QUANTITIES

ITEM No	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
					R	C
	FIXED CHARGE OVERHEADS					
1.	Site establishment at point 1 at the railway crossing	sum	1			
2.	Site de-establishment at point 1 at the railway crossing after work has been completed and approved by the Engineer.	sum	1			
3.	Site establishment at point 2 at National Road N5 crossing.	sum	1			
4.	Site de-establishment at point 2 at National Road N5 crossing after work has been completed and approved by the Engineer.	sum	1			
5.	Site establishment at point 3 at Sand Spruit River crossing	sum	1			
6.	Site de-establishment at point 3 at Sand Spruit River crossing after work has been completed and approved by the Engineer.	sum	1			
7.	Supply and deliver of 355 mm class 34 uPVC pipes to be jacked with minimum 500 mm diameter HDPE sleeve pipes	m	30			

	with a wall thickness 6 mm on the railway crossing.					
8.	Supply and deliver of 450 mm class 34 uPVC pipes to be jacked with minimum 500 mm diameter HDPE sleeve pipes with wall thickness of 6 mm on the N5 road crossing.	m	50			
9.	Supply and deliver of 355 mm class 12 uPVC pipes to be jacked with minimum 500 mm HDPE sleeve pipes with wall thickness 6 mm on the Sand spruit River crossing.	m	50			
10.	Jacking / boring of pipes into final position according to all mentioned specifications at the railway crossing.	m	30			
11.	Jacking / boring of pipes into final position according to all mentioned specifications at N5 road crossing.	m	50			
12.	Jacking / boring of pipes into final position according to all mentioned specifications at Sand Spruit River crossing.	m	50			
13.	Accommodation for all required personnel for the duration of the project. Programme of works to be attached to show the planned duration of the works.	Sum	1			
14.	All other fixed charge costs including insurance, OHS requirements, Environmental requirements etc.	Sum	1			
15.	All other time related costs including insurance, OHS requirements, Environmental requirements etc.	Sum	1			
				SUB-TOTAL(S)		
				CONTINGENCIES(T) 10% OF (S)		
				SUB-TOTAL		
				GRAND TOTAL		

- Delivery basis.

(See note hereunder)

Senekal, Construction East, Free State

- Period required for delivery after receipt of order: _____

- Delivery period:

*FIRM / NOT FIRM

- Is the price firm?

*FIRM / NOT FIRM

- Are you registered in terms of section 23(1) or 23(3) of the value Added Tax Act, 1991 (Act no 89 of 1991?)

*YES / NO

- If so, state your VAT registration number.

- Is the offer strictly to specification?

*YES / NO

- If not to specification, state deviation(s)

Any enquiries regarding bidding procedures may be directed to the –

Department of Water and Sanitation

Supply Chain Management Bid Office

Tel: (012) 336-8241/8151/6562 (During office hours)

bidenquirieswte@dws.gov.za

Or

For technical or site information –

M. Maseko

Mail: MasekoM2@dws.gov.za (During office hours)

DEPARTMENT OF WATER AND SANITATION

DWS19-1023WTE

PIPE JACKING AND DIRECTIONAL DRILLING OF N5 NATIONAL ROAD, RAILWAY CROSSING AND SAND SPRUIT RIVER FOR SENEKAL BUCKET ERADICATION PROJECT FOR CONSTRUCTION EAST IN THE FREE STATE - CIDB CONTRACTOR GRADING DESIGNATION OF CIDB 3CE OR CIDB 3SC OR HIGHER FOR A PERIOD OF 6 MONTHS

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 Engineer 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

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- PS 3. STANDARDS, SPECIFICATIONS AND DEFINITIONS APPLICABLE**
- PS 4. TECHNICAL SUPPORT**
- PS 5. SCOPE OF CONTRACT**
- PS 6. PROGRAMME OF WORKS**
- PS 7. DELIVERY**
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- PS 9. BID PRICE AND DELIVERY PERIODS**
- PS 10. ACCEPTANCE CRITERIA FOR DELIVERED MATERIAL**
- PS 11. PAYMENT**
- PS 12. QUANTITIES REQUIRED / DELIVERY RATE**
- PS 13. DELIVERY PERIOD**
- PS 14. BID PRICE AND DELIVERY PERIODS**
- PS 15. PENALTIES AND DELAY DAMAGES**
- PS 16. ROAD CONDITIONS AND DISTANCE**
- PS 17. BIDDER'S VEHICLES**
- PS 18. COSTS**
- PS 19. SAFETY AND ENVIRONMENTAL**
- PS 20. SITE BRIEFING**

C3.2 PROJECT SPECIFICATION

PS1.	PROJECT SPECIFICATION
1.1	<p>The service to be rendered is:</p> <p>Pipe jacking / directional drilling of underground pipes for Senekal pipeline project in the free state province</p> <p>All as more fully specified in hereunder.</p> <p>Note: The Department reserves the right to purchase only one or more items as required</p>
PS2.	SITE
2.1	<p>Department of Water and Sanitation</p> <p>Construction East Site Office</p> <p>Senekal in the Free State Province</p> <p>GPS Coordinates:</p> <p>Latitude: 28°19'54.85"S</p> <p>Longitude: 27°37'39.13"E</p> <p>The town of Senekal is situated approximately 70km West of Bethlehem on the N5</p>
PS3.	STANDARDS, SPECIFICATIONS AND DEFINITIONS APPLICABLE
3.1	<p>A CIDB Grading of 3CE or 3SC is required. Proof of this grading should be attached to the BID document.</p>
3.2	<p>The sleeve pipes required for the railway crossing and Sand spruit river crossing are minimum 500 mm diameter HDPE pipes, with 355 mm class 34 and 355 class 12 diameter uPVC pipes respectively that will carry wastewater that will be inserted in the sleeve pipe.</p> <p>The sleeve pipes required for the N5 national road crossing is minimum 500 mm diameter HDPE sleeve pipes, with 450 mm class 34 diameter uPVC pipes that will carry wastewater that will be inserted in the sleeve pipe.</p>
3.3	<p>The operation will continue from one pit (entry chamber) to another pit (exit chamber) (from the jacking pit to the receiving pit), no intermediate jacking stations will be required/allowed.</p>
3.4	<p>The Contractor shall in the case of jacking, provide and use suitable equipment for handling pipes and placing them in position for jacking the pipes, for the lubrication of the outer surface of the pipeline, and for excavation within the pipe and in the case of pipe boring, for boring the hole and for jointing and inserting the pipes.</p>

3.5	The jacks shall be fitted with a suitably calibrated pressure gauge in a good working order which will enable the actual jacking forces to be read at any time during the jacking operation. To transfer the load from the jacks to the pipes, suitable thrust plates and spacers shall be provided.
3.6	A suitable shield for fitting to the front of the lead pipe shall be provided by the Contractor to protect workmen and prevent the collapse of the face or roof of the excavation ahead of the jacked structure. The shield shall be directionally adjustable.
3.7	The Contractor shall provide adequate lighting for the execution of the Works.
3.8	Where necessary, guides shall be provided within the thrust pit to facilitate initial directional control of the pipes.
3.9	Sufficient ventilation shall be provided to remove dust and to ensure safe working conditions.
3.10	The Contractor shall furnish detailed design calculations, specifications and working drawings to explain his methods of installation and of providing temporary support for the road, railway track, or other service or structure and any modifications to structures required before pipe jacking / directional drilling commences. The above information shall, when required by the Engineer, also be provided in the case of pipe boring. The design shall be carried out by a professional engineer with adequate experience in this field. Calculations, specifications, and drawings shall be signed by the engineer responsible for their preparation.
3.11	<p>The Contractor shall at all times observe adequate safety precautions on the Site as specified in clause 17 of section 001. Permission to proceed with the Works shall not in any way detract from the obligations and liabilities of the Contractor in regard to such safety or to the adequacy of the jacking structures and methods of working.</p> <p>The pipeline shall be jacked or bored through under the relevant road or other service or structure without disrupting the traffic and without disturbing the alignment or levels of the road surface, the tracks, or other relevant service or structure to an extent that may impair the safety of traffic or of the service or structure. Before commencing work in the vicinity of any structure, the Contractor shall make a detailed examination of the structure, record its condition, and submit a copy of such record to the Engineer.</p>
3.12	The Contractor shall take measurements before and after each jacking or boring operation and shall record any change in line or level (or both) of any road, rail track or other service or structure being traversed. A copy of the records shall be submitted to the Engineer on the same day.
3.13	<p>Before commencing work under a roadway, the Contractor shall measure levels on the road surface directly above the jacking line and for a distance of at least 5 m on each side of the jacking line. These levels shall be measured at 500 mm intervals and 300 mm from the edges of the surfacing. To facilitate control of the measuring of levels, the exact position of each spot height shall be discreetly marked on the road surface before the levels are measured. After completion of the Works, the Contractor shall re-measure the levels in the same manner as before, and he shall submit to the Engineer the final records of levels taken before and after jacking.</p> <p>The submission of such records shall be a prerequisite for any consideration by the Engineer of the acceptability or otherwise of the Works or the issue of any certificate of completion. If, within the Defects Liability Period, the road shows any sign of settlement in the vicinity of the jacked pipe, the road authority may re-measure the levels on the Site. The Contractor shall be held responsible for the rectification, to the satisfaction of the road authority and the Engineer, of any deformation that occurs in the road surface as a result of the jacking operation during the said period of one year. Should level measurements in accordance with this sub-clause also be required in respect of boring, it will be specified in the Project Specifications.</p>

3.14	The Contractor shall check the line and the level of the pipeline at least once during the installation of each pipe length and shall take such corrective action as may be necessary. A copy of the results of all checks and a statement of any corrective measures taken shall be available for inspection on the Site, and a copy shall be given to the Engineer on the same day.
3.15	No blasting will be allowed for pipe boring. For pipe jacking / directional drilling, no blasting shall be carried out without the prior written permission of the Engineer, and without the necessary approval or clearance having been obtained from the relevant authority.
3.16	Jacking, excavation, boring and other specialized work shall be undertaken only by persons fully competent with the work. Jacking and boring operations shall commence at the lower level of the pipeline. Should Site conditions necessitate or permit jacking or boring to be carried out from the higher level of the pipeline, the Engineer's written approval shall be obtained before the work commences. The Contractor shall not commence any work until the Engineer has specified, in writing, that the Contractor may proceed.
3.17	<p>Excavation;</p> <p>(a) Classification of materials excavated, the materials excavated shall be classified as follows for payment purposes:</p> <p>i. Hard material: Material which cannot be excavated efficiently except with the use of pneumatic tools, blasting or wedging and splitting, and shall include boulders exceeding 0,15 m3 in volume (keeping in line with clause 3.15 above). For pipe boring operations, the material penetrated will be classified as hard when the Contractor can prove that the work cannot be efficiently carried out by using normal boring equipment and some other method, such as rock drilling has to be used.</p> <p>ii. Soft material: All material not classified as hard material. Notwithstanding the above classification, all material in previously constructed fills, embankments, and pavement layers and through which jacking or boring is carried out, shall be classified as soft material. The decision of the Engineer as to the classification of the material shall be final and binding, and any objection as to the classification shall be made before the pipes are jacked or, in the case of pipe boring, some method other than boring is used.</p> <p>(b) Thrust pits and reception pits and pipe boring pits – PLEASE NOTE, all excavation work to be done at the thrust pits (entry chamber) and reception pits (exit chamber) will be done by the DWS: CE Contractor.</p> <p>(c) Jacking of pipes Excavation shall be such that overbreak is kept to a minimum. No material shall be removed in advance of the leading edge where the leading edge is unstable or loose material. If the material at the face starts to slip or run, the excavation shall be stopped immediately, and the Contractor shall take such action as may be necessary to stabilize the material before excavation is resumed. Should any unforeseen cavities be exposed during jacking, such voids shall be filled immediately with grout in a manner approved by the Engineer. To ensure a minimum of overbreak, the first steel pipe used shall be so rebated that the outside diameters of the shield and the pipeline will not differ substantially. The Contractor shall ensure that the head of the excavation is drained at all times. Under no circumstances will jetting be permitted.</p>

3.18	<p>Jacking procedure;</p> <ol style="list-style-type: none"> 1. Prior to construction, the Contractor shall submit to the Engineer for approval calculations showing the anticipated installation forces to be imposed on the jacking pipe. These calculations are required to take into account jacking loads, joint configuration, stress transfer, joint seal design, frictional forces, ground conditions, groundwater, angular deflection and any fluids used in the installation process. 2. The Contractor shall take all precautionary measures to avoid damaging the jacking pipe during the installation process. In particular, the Contractor shall ensure that the magnitude of loadings imparted onto the jacking pipe does not result in buckling, spalling, or cracking of the jacking pipe and excessive deflection or improper functioning of the pipe joints. The assessment of the loads onto the jacking pipe is to be conducted in real-time and plotted against the allowable loads of the jacking pipe.
3.19	After the pits have been completed, and on the written instructions of the Engineer, a pilot hole shall be drilled using suitable equipment. After the pilot hole has been inspected and approved, it shall be enlarged by boring to the diameter required for the installation of the specified pipe.
3.20	Grouting and sealing will be done by the Contractor.
3.21	Backfilling of the launch and reception pits will be done by the Contractor.
3.22	If an alternative design by the Contractor has been accepted or if the structure shown on the Tender Drawings has been modified to suit the jacking method, the Contractor shall, on completion of the work and before the final payment is made, supply the Engineer with transparencies showing details of the completed structure. Each such transparency shall be certified by the Contractor to be an accurate reflection of the work as constructed.
3.23	<p>Subject to any requirements of the Project Specifications imposed on account of the gradient(s) of the pipeline or in view of the purpose for which it is required, the pipes shall be positioned within the tolerances given below. Should the difference between the actual and the specified position or alignment of the finished pipeline exceed the value of the said tolerance to an extent as to involve additional costs in respect of locating, installing, supporting or maintaining any service of which the jacked or bored pipe forms part or that has been designed to be laid through the jacked or bored structure, the Contractor shall bear such additional costs, provided that the details of the work to be done to relocate, install, or support the said service have been provided and the order for the work to be done (by the Contractor or by others) has been given by the Engineer within 30 working days of the completion of the jacking or boring operation. Permissible tolerance limits shall be as follows:</p> <p>(a) Pipe jacking / directional drilling</p> <p>(i) In plan ± 100 mm, (ii) Vertical ± 50 mm, (iii) Horizontal and vertical displacement between units at joints 10 mm maximum Adjustment to line or level or both shall be gradual, and the manufacturer's permissible angular deflection of the pipes shall not be exceeded at any point.</p> <p>(b) Pipe boring</p> <p>(i) In plan ± 100 mm (ii) Vertical ± 100 mm</p>
3.24	<p>As a minimum, and in addition to the documentation required in the Contract Documentation, the Contractor must submit for approval the following governing Documentation as outlined in</p> <p>Table 1,2,3,4 and Table 5 below</p>

3.24.1	<p>Table 1 – Work Plans</p> <table border="1"> <thead> <tr> <th>Procedure</th><th>Submission</th></tr> </thead> <tbody> <tr> <td>Settlement Monitoring Plan</td><td>1 weeks before work</td></tr> <tr> <td>Major Lift Plan(s)</td><td>1 weeks before work</td></tr> <tr> <td>Plant Suitability and Maintenance Plan</td><td>1 weeks before work</td></tr> <tr> <td>Risk and Contingency Management Plan</td><td>1 weeks before work</td></tr> </tbody> </table>	Procedure	Submission	Settlement Monitoring Plan	1 weeks before work	Major Lift Plan(s)	1 weeks before work	Plant Suitability and Maintenance Plan	1 weeks before work	Risk and Contingency Management Plan	1 weeks before work																				
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3.24.3

Table 3 – Safe Work Method Statements

Safety Work Method Statements	Submission
Operation of a crane	1 weeks before work
Operation of the jacking equipment	1 weeks before work
Operation of the slurry system	1 weeks before work
Operation of the water treatment plant	1 weeks before work
Work at heights	1 weeks before work
Work in a confined space	1 weeks before work
Hot works	1 weeks before work
Work at night under artificial light	1 weeks before work
Lifting	1 weeks before work

3.24.4

Table 4 – PIPE JACKING / DIRECTIONAL DRILLING Personnel Experience

Micro tunnelling Role	Training / Qualification	Years
Project Manager	Minimum Higher Education/ Diploma	5
Supervisor	Relevant Industry	5
Operator	Tunnel/ Jacking Operation	3
Engineer	Minimum Higher Education/ Diploma	2
Surveyor	Registration and Underground Surveying	4
Separator Operator	Recognised supplier or industry fluid training	1

3.24.5	<p>Table 5 - Monitoring and Reporting -</p> <p>During the Construction works the Contractor is to provide records as listed in Table 5 below</p> <table><tr><td>PIPE JACKING / DIRECTIONAL DRILLING Record/Report Details</td></tr><tr><td>Shaft and tunnelling records Daily</td></tr><tr><td>Geological records Daily</td></tr><tr><td>Ground support records (if applicable) Daily</td></tr><tr><td>Tunnelling data – jacking pressures, rotation pressure, slurry flow rates, rotation velocity, line, level, advance rates, shove pressures and earth pressures. Daily</td></tr><tr><td>Quantities of consumables used Weekly</td></tr><tr><td>Plant used Weekly</td></tr><tr><td>Labour used Weekly</td></tr><tr><td>Materials used Weekly</td></tr><tr><td>Gas monitoring details Daily / immediately if there is a problem</td></tr><tr><td>Environmental details (water treatment, noise, dust and sediment controls) Weekly / immediately if there is a problem</td></tr><tr><td>The diameter and type of pipe and pipe joints used Weekly</td></tr><tr><td>Individual pipe identification by location Weekly</td></tr></table>	PIPE JACKING / DIRECTIONAL DRILLING Record/Report Details	Shaft and tunnelling records Daily	Geological records Daily	Ground support records (if applicable) Daily	Tunnelling data – jacking pressures, rotation pressure, slurry flow rates, rotation velocity, line, level, advance rates, shove pressures and earth pressures. Daily	Quantities of consumables used Weekly	Plant used Weekly	Labour used Weekly	Materials used Weekly	Gas monitoring details Daily / immediately if there is a problem	Environmental details (water treatment, noise, dust and sediment controls) Weekly / immediately if there is a problem	The diameter and type of pipe and pipe joints used Weekly	Individual pipe identification by location Weekly
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3.25	<p>TESTING AND COMMISSIONING</p> <p>1. <u>Hydrostatic Testing</u></p> <p>1.1. The Contractor is required to conduct the hydrostatic test of each carrier pipe within the works under the Contract prior to grouting operations taking place.</p> <p>1.2. The Contractor shall engage an accredited testing authority to conduct the hydrostatic testing.</p> <p>1.3. The test must conform to the relevant specification, the Specification for Pressure Pipe Construction as specified by the Engineer/ Designer</p> <p>2. <u>Leakage Testing</u></p> <p>For specific leakage testing requirements refer to the requirements identified in the Specific Scope of Works as specified by the Engineer. This may include vacuum testing.</p>													
PS4.	TECHNICAL SUPPORT													

4.1	<p>Should any problem be reported to the supplier concerning the services, the following response times are expected:</p> <ul style="list-style-type: none"> ▪ Within 24 hours a representative of the supplier should be on site to resolve the problem. ▪ Within 24 hours there should be a solution to the problem or if not possible, replacement products should be on site within 48 hours at the supplier's expense. <p>ANY DEFECTED PRODUCT SHOULD BE REPLACED AT THE SUPPLIER'S EXPENSE.</p>
PS5.	SCOPE OF CONTRACT
5.1.	<p>The Bidder will be required to perform the following service as part of this contract:</p> <ul style="list-style-type: none"> • The service to be rendered is the insertion of minimum 500 mm diameter HDPE pipe to be used as a sleeve for a 355 mm class 12 and class 34 uPVC pipeline, by jacking and boring, of underground pipes without disturbing the surface. This jacking and boring is required at the Sand spruit river crossing and railway crossing respectively according to specification to site as required by the Department. • The service to be rendered is the insertion of 500 mm HDPE pipe to be used as a sleeve for a 450 mm class 34 uPVC pipeline, by jacking and boring, of underground pipes without disturbing the surface. This jacking and boring is required at the National N5 SANRAL road crossing according to specification to site as required by the Department • All loading cost shall be included in the price quotation rates. • Items not according to the specifications will not be accepted and paid for and the material shall be removed and replaced by the successful supplier for his/her own account.
PS6.	PROGRAMME OF WORKS
6.1	The service will be performed to the Department and the supply and delivery shall commence not later than 7 days after receipt of the official DWS order.
PS7.	DELIVERY
7.1	<p>Service to site is required at least <u>7 days</u> after receipt of an official order.</p> <p>The delivery address is:</p> <p>Senekal pipeline water project – in Free state for construction east</p> <p>Deliveries may be made during the following working hours 7h30 to 15h00 from Monday to Thursday but not on the following days or periods:</p>

	<p>(i) Fridays 14h00 to Mondays 7h00</p> <p>(ii) All public holidays</p> <p>(iii) The period 11 December to 7 January</p> <p>(iv) The last Thursday and Friday of the month</p>
7.2	The Supplier shall nominate a contact person with whom the Department will arrange and schedule delivery. Request for material will be placed 48 hours before delivery is required.
7.3	Purchase orders will be placed 7 days before the service is required.
7.4	DWS will decline products, plant and equipment that do not comply with the specification and load(s) will not be accepted and will not be paid for. The declined items must be removed from the site and replaced ASAP for the Suppliers own cost.
PS8.	SUPPLY PERIOD
8.1	A firm service delivery period is required.
8.2	Adherence to bid delivery period is of utmost importance.
8.3	Note that the penalty for late service delivery prescribed in paragraph 15 of the Specification will be imposed.
PS9.	BID PRICE AND DELIVERY PERIODS
9.1	The quantity required cannot be guaranteed.
9.2	However, the estimated quantity is given in the SBD 3.1.
9.3	Orders will be placed as and when requirements become known.
9.4	Service deliveries will be required 7 days from date of the official order.
PS10.	ACCEPTANCE CRITERIA FOR DELIVERED MATERIAL

10.1	The delivered material will be accepted and regarded as being similar to the items listed and in accordance with the specifications given in paragraph 3.
PS11.	PAYMENT
11.1	Payment will be made per quantity of material and service delivered to the site.
11.2	The Department reserves the right to check the quantities delivered at any time.
11.3	Payment will be made monthly on receipt of specified tax invoices.
11.4	Payment will not be made for consignment unless supported by delivery notes duly signed by the official checking the delivery.
11.5	Escalation or price increases will not be adhered to due to the estimated duration of the project.
11.6	Payment will be done within 30 days of receipt and approval of the original invoice by depositing the payment directly into the bank account of the successful bidder.
11.7	No cash or cheque payment will be done. No upfront payment will be done.
11.8	Payment for standing time exceeding three hours will only be made if such standing time is a result of the action of the Department.
PS12	QUANTITIES REQUIRED / DELIVERY RATE
12.1	<ul style="list-style-type: none"> The total quantity of goods/services to be delivered will be determined during the duration of the order. The Bidder will not be entitled to claim any form of compensation for any requirement variations in the total quantities or specific quantities whatsoever. Failure to adhere to the minimum delivery rate as above will result in implementation of measures prescribed in Clause 15.
PS13	DELIVERY PERIOD
13.1	A firm delivery period is required.

13.2	Adherence to bid delivery period is of utmost importance.
PS14.	BID PRICE AND DELIVERY PERIODS
14.1	All-inclusive bid prices are required, meaning VAT, delivery and any other cost mentioned in the specification for the Bidders account must be included in the unit price.
14.2	(Firm bid prices and delivery periods are compulsory)
14.3	"Firm" prices are deemed to be the prices which are only subject to the following statutory change
PS15.	PENALTIES AND DELAY DAMAGES
15.1	The penalties referred to in clause 25 of the General Conditions of Contract state if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the price as a penalty, a sum services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC clause 23.
PS16	ROAD CONDITIONS AND DISTANCE
16.1	Bidders are advised to acquaint themselves with roads, road conditions, distances, etc. on and to the site, before bidding.
PS17.	BIDDER'S VEHICLES
17.1	The Department will have the right to instruct the successful Bidder to repair or replace a vehicle which is considered unsuitable for the transporting of the material. Overloading of vehicles in terms of the Road Traffic Act will not be permitted.
PS18.	COSTS
18.1	Bidders shall provide in their bid for all labour, plant, material, implements and vehicles necessary for the execution of the contract and all operating and maintenance costs in accordance with the bid documents.
PS19.	SAFETY AND ENVIRONMENTAL
19.1	Bidders are required to adhere to the Departments Safety and Environmental policies.

PS20.	SITE BRIEFING
20.1	<p>Compulsory Site Briefing</p> <p>Date: 8 November 2023 Time: 13h00 pm Location: Senekal in the Free State Province.</p> <p>GPS Coordinates:</p> <p>Latitude: 28°19'54.85"S Longitude: 27°37'39.13"E</p> <p>The town of Senekal is situated approximately 70km West of Bethlehem on the N5</p>

C3.3 PARTICULAR SPECIFICATIONS

In addition to the Standard Specifications the following particular Specifications shall apply to this contract and are bound in hereafter:

OHS	OCCUPATIONAL HEALTH AND SAFETY POLICY
EMP	ENVIRONMENTAL MANAGEMENT PLAN/POLICY

- **NB: All relevant Particular Specifications in electronic format, will be made available on the site briefing.**
- **If the bidder requires copies of the Particular Specifications in electronic format before the site briefing, please contact Mlungisi Maseko for an Electronic PDF copy.**
MasekoM2@dws.gov.za



DEPARTMENT OF WATER AND SANITATION

DWS19-1023WTE

PIPE JACKING AND DIRECTIONAL DRILLING OF N5 NATIONAL ROAD, RAILWAY CROSSING AND SAND SPRUIT RIVER FOR SENEKAL BUCKET ERADICATION PROJECT FOR CONSTRUCTION EAST IN THE FREE STATE - CIDB CONTRACTOR GRADING DESIGNATION OF CIDB 3CE OR CIDB 3SC OR HIGHER FOR A PERIOD OF 6 MONTHS

C4: SITE INFORMATION

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C4.1 DESCRIPTION OF THE PROJECT

Senekal Bucket Eradication Project comprises of the installation of sewer main lines in the Township of Matwabeng. These sewer lines consist of Class 34 and Class 12 uPVC pipes ranging from 160mm to 450mm in diameter according to design specifications. The secondary part is the construction of sewer pump stations and collection sumps. The three pump stations are placed at low laying points throughout the township and will collect and pump the sewerage to the main wastewater treatment works.

C4.2. THE SITE CONDITIONS

C4.2.1 Location and access to site

The site is situated in the town of Senekal, situated approximately 70km West of Bethlehem on the N5.

The site is in the town of Senekal, in the location of Matwabeng next to Tumisang Primary School, accessed through a controlled gate. The gravel site roads will be regularly maintained but could get challenging under abnormal rainfall conditions. GPS Coordinates:

Latitude: 28°19'54.85"S

Longitude: 27°37'39.13"E

C4.3 FACILITIES PROVIDED BY MAIN CONTRACTOR to CONTRACTOR

C4.3.1 Contractors Yard and Site Facilities

The contractor must establish his yard and works within the boundaries that will be allocated by the Setsoto Municipality. Any dust or other nuisance would be for the Contractors account.



C4.4 FACILITIES TO BE PROVIDED BY CONTRACTOR FOR OWN WORKS

C4.4.1 Electrical Power and Distribution

The Contractor shall make his own arrangements concerning the supply of electrical power, water, and all other services. No direct payment will be made for provision of electricity, water, and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which the services are required.

The Contractor shall be responsible for all costs related to metering points supplied by Eskom including the monthly account and advance payments.

The Contractor is at liberty to utilise generator sets instead of Eskom power.

No claim will be entertained in the case of temporary failure of electricity by Eskom or by generator.

C4.4.2 Water Supplies

If raw water from the Sand spruit river is required, it will have to be metered and paid for by the Contractor after obtaining an abstraction point from Department of Water and Sanitation (DWS): Free State Water Use in terms of National Water Act Section 21(a). A record of abstraction must be kept on a daily basis and must be submitted with the 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. The Main Contractor will indicate available areas for site establishment. **A layout of proposed site facilities must be submitted with tender.**

No accommodation is allowed on the site in terms of the Environmental EMP. The Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed on site.

C4.4.5 Laboratory

The Contractor must provide for his own site testing facilities for grading analysis.

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 refuge bins, tables and seating must be provided.

C4.4.7 Sanitation and cleaning

The Contractor shall provide at or within 200m of each workplace 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 Main Contractor 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 safeguarding and protection of his own contractor's yard and his equipment and plant on site. The Main Contractor does not take any liability for the Contractor in terms of security whatsoever.

C4.4.9 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.

C4.5 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.

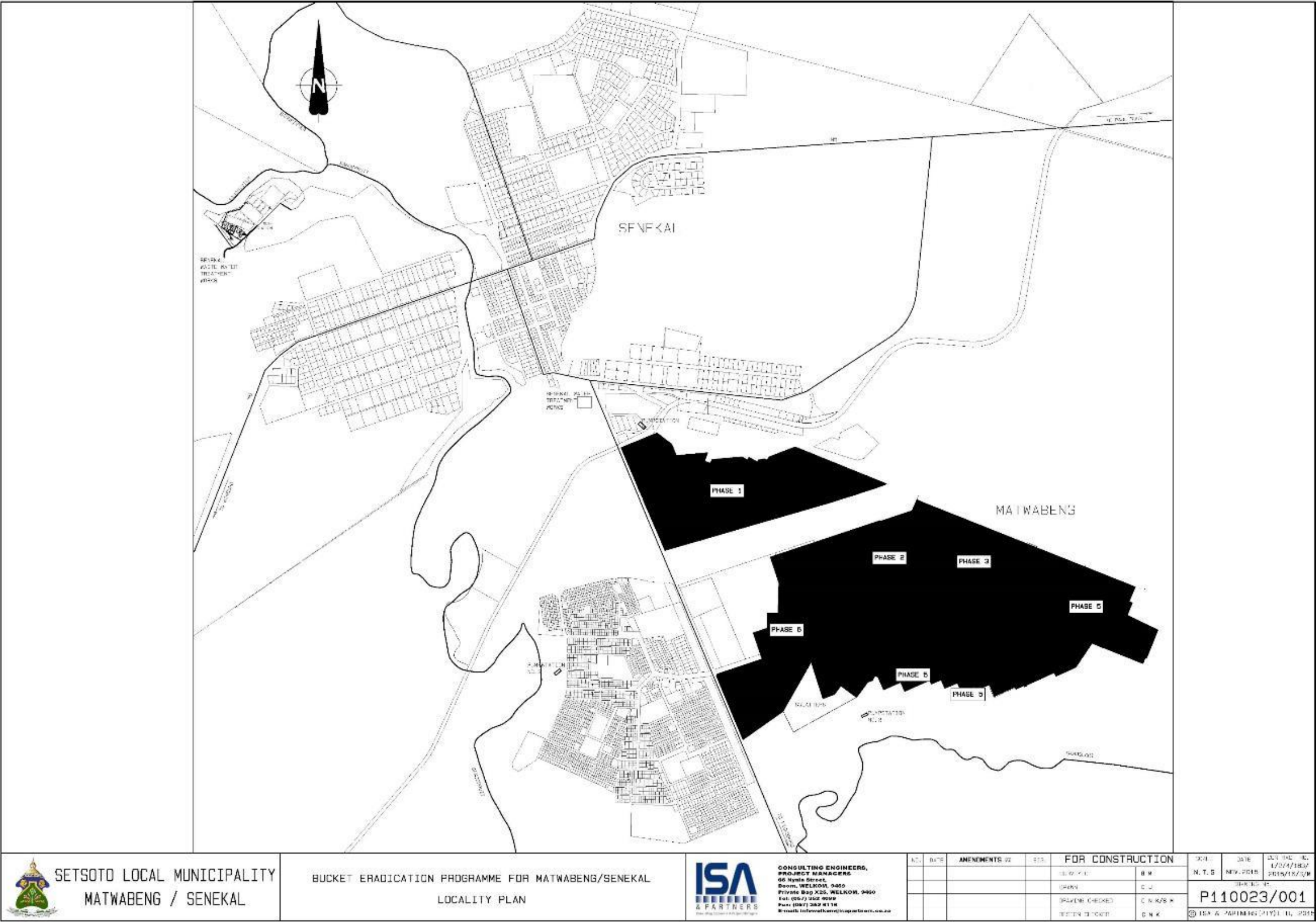
The work shall be carried out in accordance with the latest available revision of the drawings approved for construction (AFC)

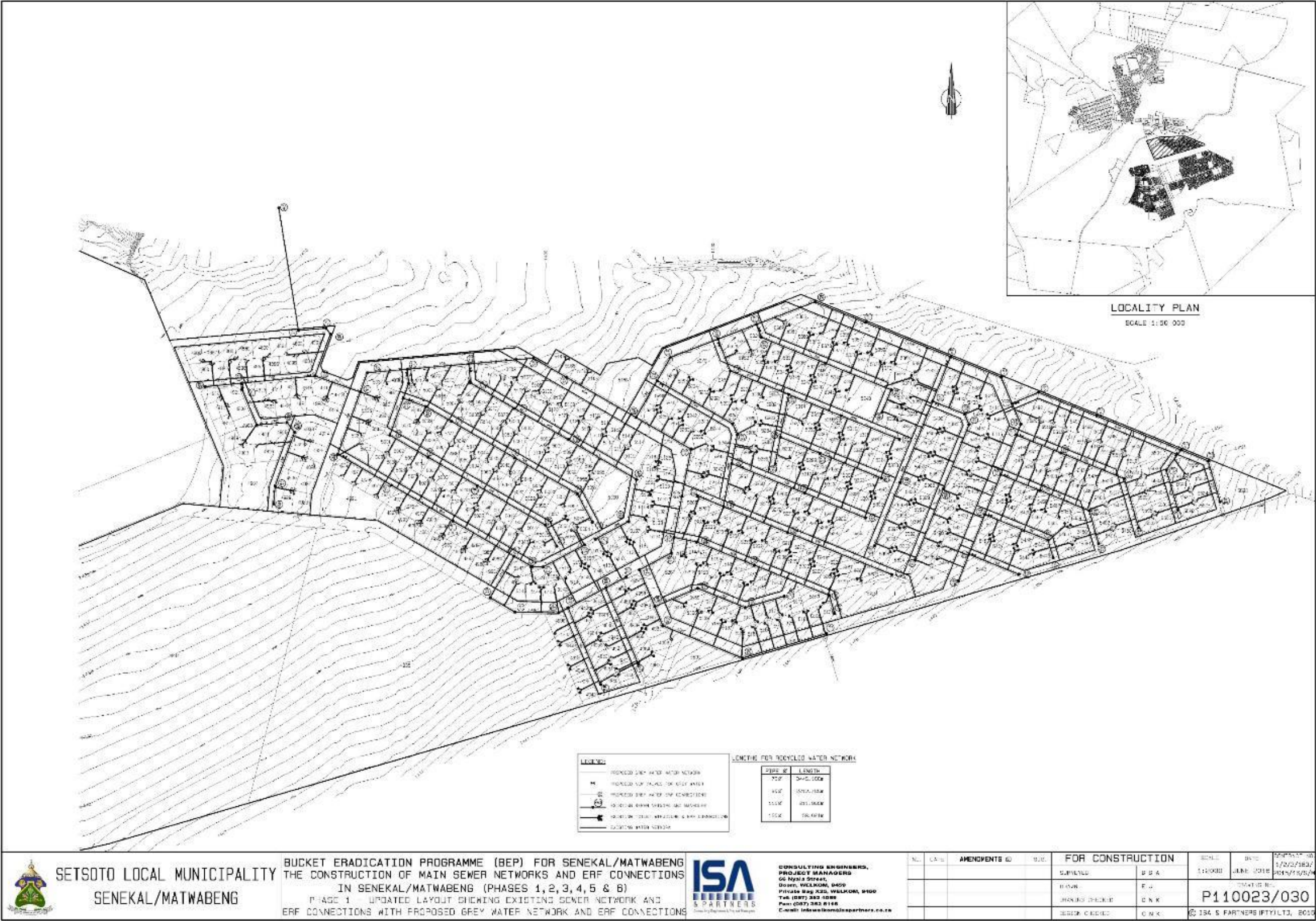
At commencement of the contract, the Engineer shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time there after during progress of the works, the Engineer may issue further drawings for construction purposes as may 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
P110023-001	LOCALITY PLAN
P110023-030	PHASE 1 - UPDATED LAYOUT SHOWING EXISTING NETW
P110023-045A	PHASE 2 - UPDATED LAYOUT SHOWING EXISTING NET
P110023-066A	PHASE 3 - UPDATED LAYOUT SHOWING EXISTING NET
P110023-086A	PHASE 4 - UPDATED LAYOUT SHOWING EXISTING NET
P110023-160	PHASE 5 - UPDATED LAYOUT SHOWING EXISTING NETW
P110023-195	PHASE 6 - UPDATED LAYOUT SHOWING EXISTING NETW

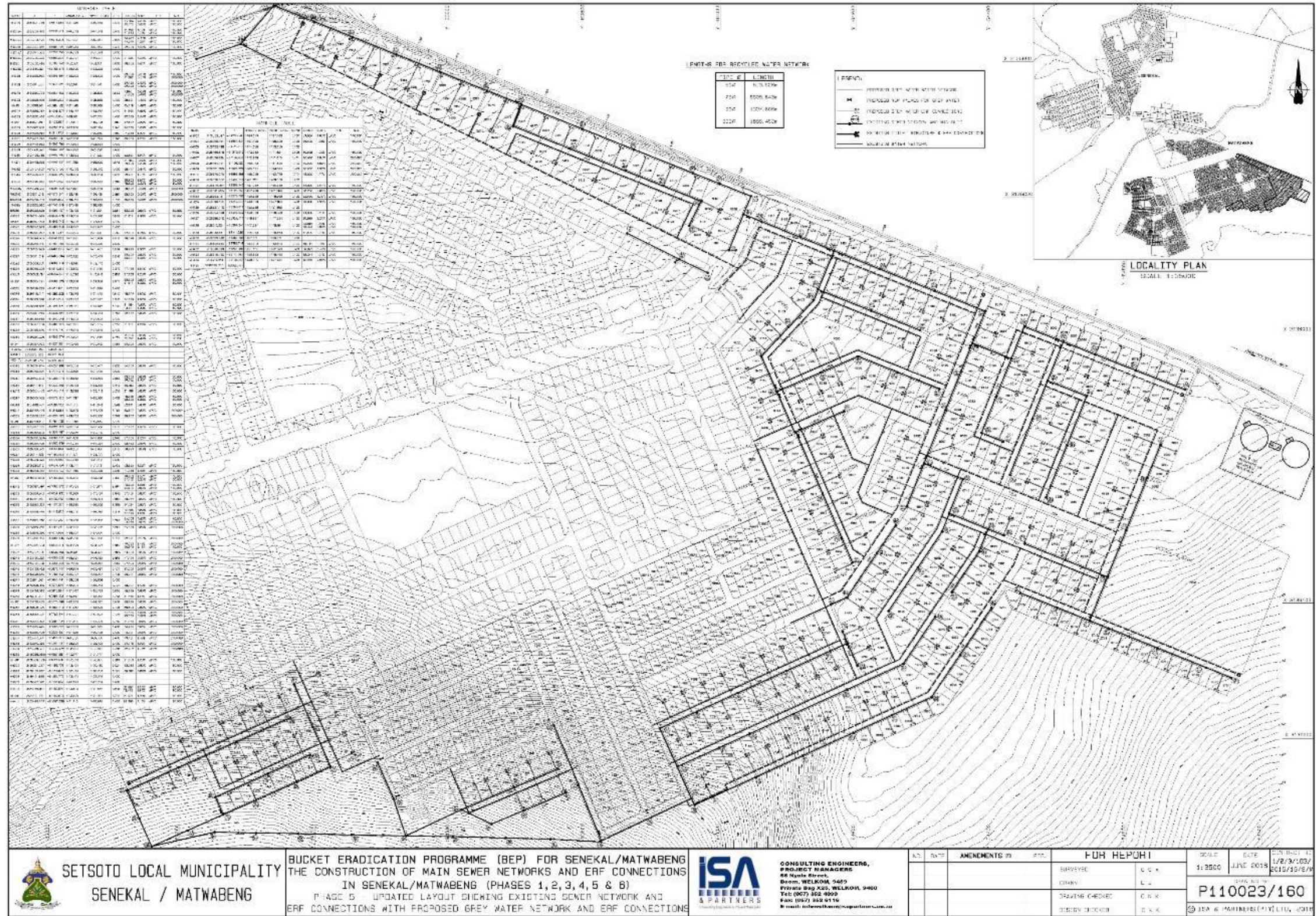


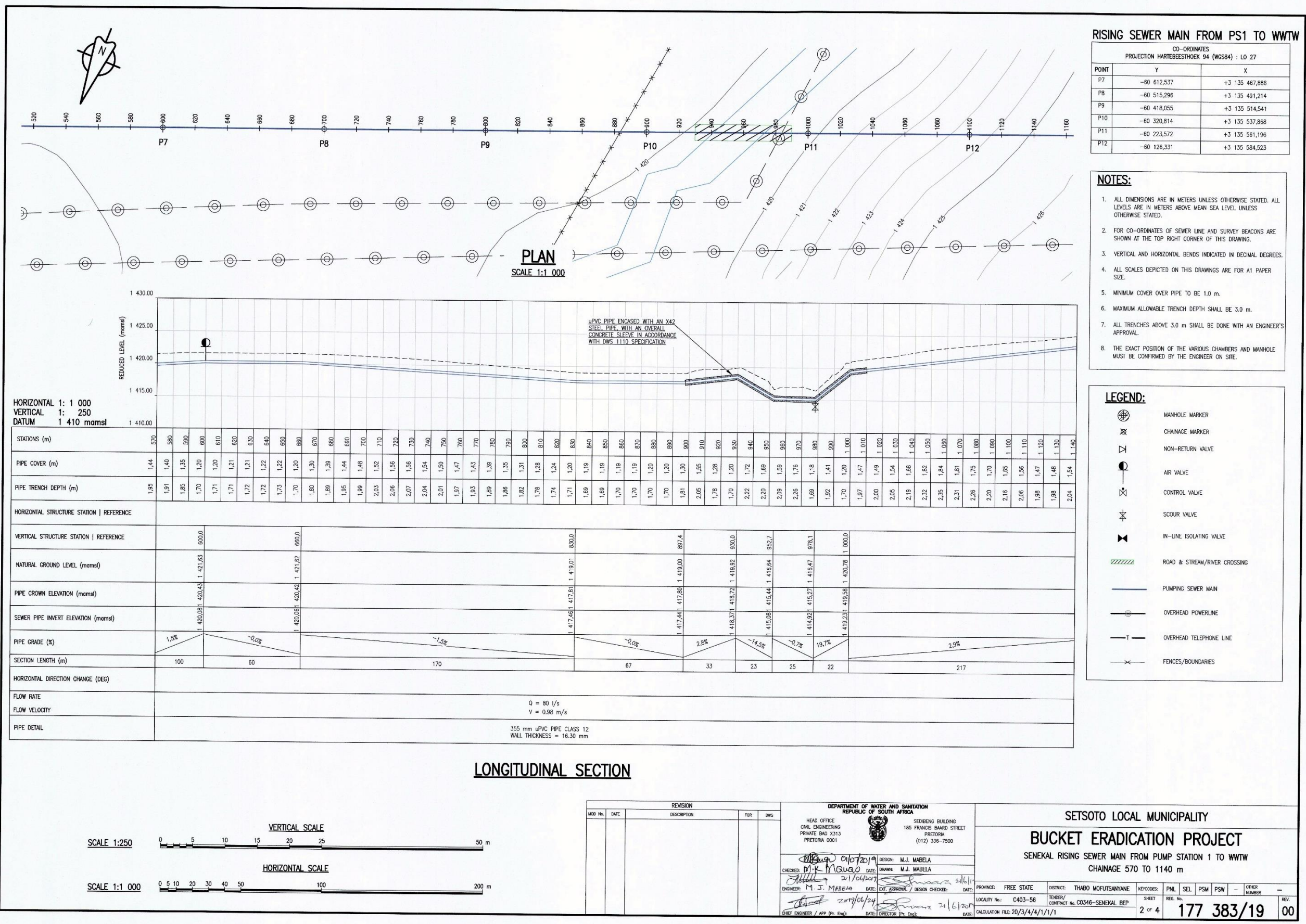


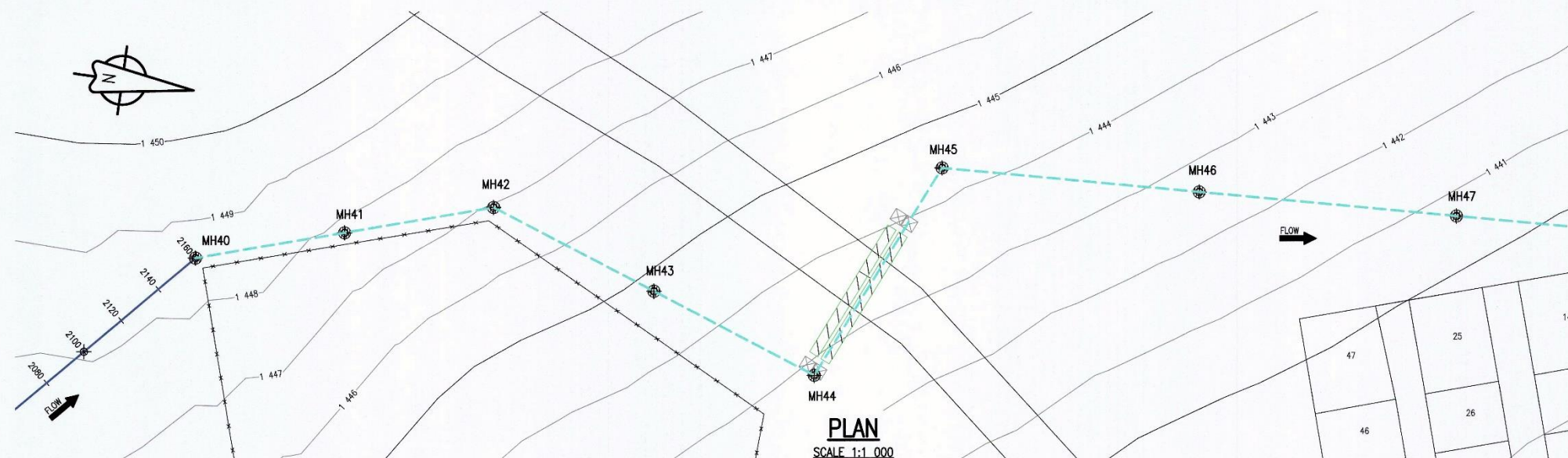












GRAVITY SEWER MAIN TO WWT		
CO-ORDINATES		
PROJECTION HARTERBESHOEK 94 (WGS84) : LD 27		
POINT	Y	X
MH40	-59 283,453	+3 135 053,651
MH41	-59 262,869	+3 134 994,714
MH42	-59 242,285	+3 134 935,776
MH43	-59 265,081	+3 134 864,771
MH44	-59 287,876	+3 134 793,765
MH45	-59 195,302	+3 134 755,949
MH46	-59 187,347	+3 134 649,637

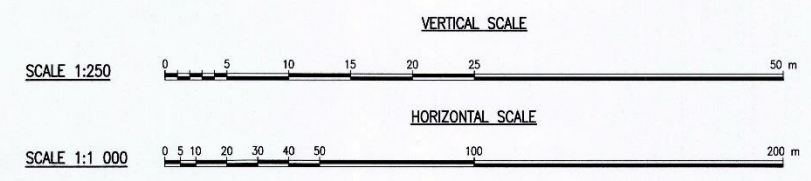
LEGEND:

- MANHOLE MARKER
- RISING SEWER MAIN
- GRAVITY SEWER MAIN
- OVERHEAD POWERLINE
- OVERHEAD TELEPHONE LINE
- FENCES/BOUNDARIES
- ROAD & STREAM/RIVER CROSSING
- NATURAL GROUND LEVEL (LONGITUDINAL SECTION)

- NOTES:**
- ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE STATED. ALL LEVELS ARE IN METERS ABOVE MEAN SEA LEVEL UNLESS OTHERWISE STATED.
 - FOR CO-ORDINATES OF SEWER LINE AND SURVEY BEACONS ARE SHOWN AT THE TOP RIGHT CORNER OF THIS DRAWING.
 - VERTICAL AND HORIZONTAL BENDS INDICATED IN DECIMAL DEGREES.
 - ALL SCALES DEPICTED ON THIS DRAWINGS ARE FOR A1 PAPER SIZE.
 - MINIMUM COVER OVER PIPE IS 1.0 m.
 - MAXIMUM ALLOWABLE TRENCH DEPTH IS 3.0 m.
 - ALL TRENCHES ABOVE 3.0 m MUST BE DONE WITH AN ENGINEER'S APPROVAL.
 - VENTILATION PIPES MUST BE INSTALLED ON THE MANHOLE COVER OF MH40.
 - THE EXACT POSITION OF THE VARIOUS CHAMBERS AND MANHOLE MUST BE CONFIRMED BY THE ENGINEER ON SITE.

HORIZONTAL 1: 1 000 VERTICAL 1: 250 DATUM 1 435 mamsl		REDUCED LEVEL (mamsl)	1 455.00 1 450.00 1 445.00 1 440.00 1 435.00
STATIONS (m)	0		
PIPE TRENCH DEPTH (m)	3.00		
NATURAL GROUND LEVEL (mamsl)	1 449.99		
MANHOLES REFERENCE STATIONS (m)	0		
SEWER PIPE COVER (m)	2.4		
MANHOLE TRENCH DEPTH (m)	3.08		
SEWER PIPE INVERT ELEVATION (mamsl)	1 447.24		
PIPE GRADE (%) :	1.7%		
LENGTH (m) :	62		
FLOW RATE (m ³ /s)	0.080		
PIPE DETAIL	355 mm Class 9 uPVC Pipe WALL THICKNESS = 12,4 mm		

LONGITUDINAL SECTION



REVISION		DEPARTMENT OF WATER AND SANITATION REPUBLIC OF SOUTH AFRICA		SETSOLO LOCAL MUNICIPALITY			
MOD No.	DATE	DESCRIPTION	FOR	DWS			
HEAD OFFICE CIVIL ENGINEERING PRIVATE BAG X313 PRETORIA 0001		SERIBENG BUILDING 185 FRANCIS BAARD STREET PRETORIA (012) 336-7500		BUCKET ERADICATION PROJECT SENEKAL GRAVITY SEWER MAIN TO WASTE WATER TREATMENT WORKS MH40 - MH46			
CHECKED: M.P. MABELA	DATE: 21/06/2019	DESIGN: M.J. MABELA					
OWNER: M.J. MABELA	DATE: 20/06/2019	DATE: 21/06/2019					
CHIEF ENGINEER / APP (Pv. Eng)		DATE: 20/3/4/1/1/1		PROVINCE: FREE STATE			
				DISTRICT: THABO MORUTSANYANE			
				LOCALITY No.: C403-62			
				TENDER/CONTRACT No.: C0346-SENEKAL BEP			
				KEYCODES: PNL SEL PSW - - OTHER NUMBER -			
				SHEET 1 OF 3			
				REG. No. 177 402/19			
				REV. 00			

