



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

DUE AT 11:00 ON

[19 NOVEMBER 2015]

[W 1040 WTE]

**NEW FENCING AND UPGRADE OF EXISTING FENCING AT THE DRIEL-
JAGERSRUST CANAL SYSTEM (TUGELA VAAL GWS)**

**COMPULSORY BRIEFING SESSION AT: TUGELA VAAL AREA OFFICE
BERGVILLE
TUGELA VAAL GOVERNMENT WATER SCHEME JAGESRUST**

**DATE: 11 NOVEMBER 2015
TIME: 11H00**

CIDB GRADING: 7 SQ

DEPOSIT BID RESPONSE DOCUMENT IN A SEALED ENVELOPE AT:

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

TENDERER: (Company address and stamp)

**COMPILED BY:
DEPARTMENT OF WATER & SANITATION**

DEPARTMENT OF WATER AND SANITATION
INSTRUCTIONS TO BIDDERS: PURCHASES

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

ANNEXURE 7

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

ANNEXURE 7

21. After approval of the bid, both parties must sign a written contract. The Contract Form must be filled in duplicate by both the successful bidder and the purchaser. Both Contract Forms must be signed in the original so that the successful bidder and the purchaser would be in possession of originally signed contracts for their respective records.
- 21.1 Failure of the successful bidder to sign the Contract Form in ink may result in the invalidation of their bid.

Special Conditions of Bid: Purchases

July 2004

INVITATION TO BID

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

BID NUMBER: CLOSING DATE: CLOSING TIME: 11:00

DESCRIPTION.....

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

BID DOCUMENTS MAY BE POSTED TO:

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

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)
**THE TENDER BOX AT THE ENTRANCE
OF ZWAMADAKA BUILDING
157 SCHOEMAN STREET
PRETORIA,0002**

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

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

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

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

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

NAME OF BIDDER
POSTAL ADDRESS
STREET ADDRESS
TELEPHONE NUMBER CODE..... NUMBER.....
CELLPHONE NUMBER
FACSIMILE NUMBER CODE NUMBER.....
E-MAIL ADDRESS
VAT REGISTRATION NUMBER

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

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

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....
A REGISTERED AUDITOR
[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?
NO

YES or

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

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

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Water and sanitation

Contact Person: Mamushiana david

Tel: 012 741 7343

Fax: 086 636 2377

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

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr Ndamase Zukholwakhe

Tel: 036 438 6211 / 060 5469 169

Fax:

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

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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



Application for a Tax Clearance Certificate

Purpose

Select the applicable option Tenders Good standing

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)			
Trading name (if applicable)			
ID/Passport no	Company/Close Corp. registered no		
Income Tax ref no		PAYE ref no	7
VAT registration no	4	SDL ref no	L
Customs code		UIF ref no	U
Telephone no		Fax no	
E-mail address			
Physical address			
Postal address			

Particulars of representative (Public Officer/Trustee/Partner)

Surname			
First names			
ID/Passport no		Income Tax ref no	
Telephone no		Fax no	
E-mail address			
Physical address			

Particulars of tender (If applicable)

Tender number []
Estimated Tender amount R []
Expected duration of the tender [] year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
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Audit

Are you currently aware of any Audit investigation against you/the company? YES NO
If "YES" provide details

[]

Appointment of representative/agent (Power of Attorney)

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

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

[]

Signature of representative/agent

[]-[]-[]

Date

Name of representative/agent

[]

Declaration

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

[]

Signature of applicant/Public Officer

[]-[]-[]

Date

Name of applicant/Public Officer

[]

Notes:

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

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

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

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

Name of bidder.....	Bid number W 1040 WTE
Closing Time 11:00	Closing date.....

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

ITEM NO	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
1	1	NEW FENCING AND UPGRADING OF EXISTING FENCING AT THE DRIEL JAGESRUST CANAL SYSTEM FOR TUGELA GWS	R.....
		VAT	R
		TOTAL	R

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

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

**** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.**

***Delete if not applicable**

DEPARTMENT OF WATER AND SANITATION

CONTRACT NO. W 1040

**NEW FENCING AND UPGRADE OF EXISTING FENCING AT THE DRIEL-JAGERSRUST CANAL
SYSTEM FOR TUGELA VAAL GWS 2**

BILL OF QUANTITIES

PREAMBLE

1. General

- 1.1. The Conditions of Tender, the General Conditions of Contract, the Special Conditions of Contract, the Specifications and the Drawings are to be read in conjunction with the Bill of Quantities.
- 1.2. a) The Bill of Quantities comprises items covering the Contractor's profit and costs of general liabilities and of construction of temporary and permanent works.
- b) The tenderer is at liberty to insert a rate of his own choosing for each item in the schedule but his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates inserted in the schedule.
- c) The measurement and payment clauses of each Specification, read together with the relevant clauses of the Project Specification, set out what ancillary or associated activities are included in the rate for the operations specified.
- 1.3. The Bill of Quantities has been drawn up generally in accordance with the latest issue of the SABS standardized specifications. Descriptions in the schedule are abbreviated and must be read in conjunction with the measurement and payment clauses of the applicable specification.
- 1.4. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.
- 1.5. Except that they shall not include Value Added Tax (VAT), the prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices to the Employer for the work described under each item. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based. Provision is made in the summary to the Bill of Quantities for VAT to be added.
- 1.6. A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to have a price or rate of R0, 00.
- 1.7. The tenderer must price and extend each item, total each page and carry the total of each section in the Bill of Quantities to the summary page.

2. Construction

- 2.1. Attention is drawn to Clause 44.1 of the General Conditions of Contract and the Contractor must not order the quantities of materials stated in the Bill of Quantities until he has confirmed from the construction drawings or measurement on site that such quantities are in fact the correct quantities.

Item No	Payment Clause	Short Description	Unit	Quantity	Rate	Amount R c
A1	SANS 1200 A	SECTION A : PRELIMINARY AND GENERAL				
		Fixed-charge items				
A1.1	8.3.1	Contractual requirements	Sum	-	-	
		Establish facilities on the Site				
A1.2	8.3.2.3 PSA8-3	Facilities for Engineer as listed in PS 6	Sum	-	-	
A1.3	8.3.2.3 PSA8-7 PSA8-9	Facilities for Contractor including offices, storage sheds, workshops, laboratories, living accommodation, ablution and latrine facilities, tools and equipment, water supplies, electric power, communications, setting out of Works, dealing with water and access	Sum	-	-	
A1.4	8.3.3	Other fixed-charge obligations	Sum	-	-	
A1.5	8.3.4	Removal of Site establishment on completion	Sum	-	-	
A2	PSA8-2	Time-related items				
A2.1	8.4.1	Contractual requirements	Sum	-	-	
		Operate and maintain facilities on the Site for duration of construction except where otherwise stated				
A2.2	8.4.2.3 PSA8-3	Facilities for Engineer as for Item A1.2, plus survey assistants and materials	Sum	-	-	
A2.3	8.4.2.3 PSA8-7 PSA8-9	Facilities for Contractor as for Item A1.3	Sum	-	-	
A2.4	8.4.3	Supervision for duration of construction	Sum	-	-	
A2.5	8.4.4	Company and Head Office overhead costs for the duration of the Contract	Sum	-	-	
A2.6	8.4.5	Other time-related obligations	Sum	-	-	
A3	PSA8-8	Setting out of fence line	Sum	-	-	
Carried forward / ...						

Item No	Payment Clause	Short Description	Unit	Quantity	Rate	Amount R c
		Brought forward / ...				
A4	SPEC AO	Occupational health and safety				
A4.1		Fixed-charge items:				
A4.1.1		General safety obligations	Sum			
A4.1.2		Risk assessment	Sum			
A4.1.3		Health and safety plan	Sum			
A4.1.4		Construction safety officer	Sum			
A4.1.5		Training	Sum			
A4.1.6		Medical assessment of employees	Sum			
A4.2		Time-related items:				
A4.2.1		General safety obligations	Sum			
A4.2.2		Health and safety plan	Sum			
A4.2.3		Construction Safety Officer and other appointments	Sum			
TOTAL SECTION A: Carried to Summary						

Item No	Payment Clause	Short Description	Unit	Quantity	Rate	Amount R
SECTION C : SITE CLEARANCE AND EXCAVATION						
C1	SANS 1200 C	Site clearance				
C1.1	8.2.1 PSC8-1	Clear and grub vegetation and trees of girth up to 1 m as ordered to clear route for fence	km	76		
C1.2	8.2.5	Take down existing fences and dispose	km	36		
C1.3	8.2.10 PSC8-2	Remove topsoil to nominal depth of 150 mm and stockpile	m ²	2 800		
C2	1200 D	Excavation				
	8.3.3	Restricted excavation				
C2.1		Excavate in all materials for bases (approximately 500 x 500 x 700 mm deep) and dispose of surplus material by spreading Note: Removal of topsoil to a nominal depth of 150 mm measured under Item C1.3 (Total approximately 22 700 bases to be excavated)	m ²	3 970		
C2.2		Extra-over Item C2.1 for hard rock excavation (where ordered)	m ²	390		
		Finishings				
C2.3	8.3.10 PSD8-1	Topsoiling (from stockpile)	m ²	2 800		
C2.4	8.3.11	Grassing with Kikuyu sods (full coverage to be provided) around posts	m ²	2 800		
TOTAL SECTION C: Carried to Summary						

Item No	Payment Clause	Short Description	Unit	Quantity	Rate	Amount R
		SECTION D : FENCING				
D1	SANS 1200 GA PSWB8-1	Concrete				
D1.1	8.4.3	Strength concrete, Grade 25MPa/19mm for anchor blocks/bases (750 mm or 500 x 500 x 500 mm)	m ³	3 980		
D1.2	8.4.3	As above, but for 200mm x 200mm concrete edge beams below gates	m ³	25		
D2	SPEC WB	Fencing Supply and install precast concrete fencing elements to PSWB3-1 for 1,4 m high boundary fence (total post height of 2,1 m) as per Drg. 150598/06: Excavation and concrete bases are measured elsewhere				
D2.1	8.2.1 PSWB8-2	Corner posts and straining posts (incl. 2 stays per post)	No	2 600		
D2.2	8.2.1	Standards (or intermediate posts) gates, including concrete	No	21 200		
D2.3	8.2.2 PSWB8-2	Galvanised mild steel gates (with single stay per gate post):				
D2.3.1		Double leaf motor gate (5600 mm x 1400 mm)	No	90		
D2.3.2		Pedestrian gate (900 mm x 1400 mm)	No	60		
D2.4	8.2.3.1	High tensile steel razor wire (with 2,4 mm galvanised core) as straining wire (9 strands as per detail on Drg. 150598/06) fixed and suitably strained	100 m	7 800		
D2.5	8.2.3.1	High tensile galvanised 2,6 mm dia straining wire (4 strands)	100 m	3 350		Rate only
D2.6	8.2.3.2	Galvanised welded razor mesh (1,4m high razor mesh panels with 2,4mm core wires) including all tie wires (for fastening to straining wire) and binding of panels (mesh joints)	100 m	760		Rate only
TOTAL SECTION D: Carried to Summary						

SUMMARY

SECTION A:	PRELIMINARY AND GENERAL	R
SECTION B:	DAYWORKS	R
SECTION C:	SITE CLEARANCE AND EXCAVATION	R
SECTION D:	FENCING	R
	TOTAL OF PRICED ITEMS	<hr/> R
	CONTINGENCIES	
	Allow 10% contingencies to be expended as directed by the Engineer and to be deducted in whole or in part if not required	R
	NET TOTAL OF TENDER	<hr/> R
	Add 14% for Value Added Tax	R
	GROSS TOTAL OF TENDER	<hr/> R
	Carried to Tender Offer Form	<hr/> R

Date:

Signed on behalf
of Tenderer:



water & sanitation

Department
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

Department: Tugela Vaal area office

Enquiries :Z Ndamase
Telephone: (036) 439 6211
Cell: 0805490169

WORK INSTRUCTION (SOW) FOR PALISADE FENCING. Document Type: SOW

Job to be carried out onsite:

Risk and safety:

1. The contractor is to develop and submit a SHE plan and it must be approved by the Department's SHE coordinator at least 10 days before any work may commence.
2. The standard Department's colour code chart is to be used when painting/coating of supplied equipment.
3. All work is to be carried out as per the safety standards as prescribed in the Occupational Health & Safety Act 85 of 1993.
4. All risks are to be identified before commencing with the work.

Scope of Work to be done:

Description	Standard Measurements (mm)	Reinforcing	Standard Fence height & Panel width:
Post	3000x140 / 80x230	4x4,5mm ϕ Mild Steel	Fence: 2.4m
Beams	1940x160 / 140x65	4x4,5mm ϕ Mild Steel	Panel: 2.0m
Pales	2370x95 / 80x60	3x4,5mm ϕ Mild Steel	

Palisade Fence Erection:

- Excavate all the holes for the posts at 2000mm intervals (center to center). Each hole must have the following dimensions: - 400mm long x 400mm wide and 600mm deep.
- Place the end post plumb in the centre of the hole with the slots tapering down towards the base and the slots in the line of the fence, and fill the hole with concrete, ensuring that the post stays vertical while the concrete cures.
- Place the second post loose in the second hole.
- Place the bottom beam (1940mm long) in the lower slot of the first post and the lower slot of the second post.



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

Department: Tugela Vred area office

Enquiries: Z Ndamase
Telephone: (036) 438 6211
Cell: 0805469166

WORK INSTRUCTION (SOW) FOR PALISADE FENCING. Document Type: SOW

Job to be carried out onsite:

Risk and safety:

1. The contractor is to develop and submit a SHE plan and it must be approved by the Department's SHE coordinator at least 10 days before any work may commence.
2. The standard Department's colour code chart is to be used when painting/coating all supplied equipment.
3. All work is to be carried out as per the safety standards as prescribed in the Occupational Health & Safety Act 85 of 1993.
4. All risks are to be identified before commencing with the work.

Scope of Work to be done:

Description	Standard Measurements (mm)	Reinforcing	Standard Fence height & Panel width
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- Place the second post loose in the second hole.
- Place the bottom beam (1940mm long) in the lower slot of the first post and the lower slot of the second post.

- Place the second post plumb in the center of the second hole and fill the hole with concrete, ensuring that the post stays vertical while the concrete cures.
- Continue with items 3, 4 and 5 until all posts have been placed.
- Starting at the first two posts place the top beam in the upper slots in the posts, continuing until all top beams have been placed.
- Fix the pales to the beams with bolt, washer and nut, starting at the top beam, using M10-125mm bolts.

Note:

- Any damages that are caused by the contractor on site (eg building, fence, yard, equipment or asset etc) will need to be repaired by the contractor according to Department's set standards.
- The contractor is to ensure that all work is undertaken during normal working hours on weekdays from Mondays to Fridays. If any work needs to be undertaken over a week-end or on a public holiday, this will have to be arranged and permission gained from Department's personnel before work may commence.
- The contractor is to ensure that housekeeping on his side is always kept up to standard.

EVALUATION CRITERIA

W 1040 WTE

The evaluation committee will be following a phased approach during evaluation.

A 3 phase evaluation system shall be applicable in evaluating the bid.

PHASE 1: ADMINISTRATIVE / MANDATORY COMPLIANCE

PHASE 2: FUNCTIONAL COMPLIANCE

PHASE 3: POINTS AWARDED FOR PRICE AND B-BBEE STATUS LEVEL OF CONTRIBUTION

Phase 1

Administrative Compliance

Bidders are required to submit and/or complete the following documents which should form part of the bid submitted by closing date. Omission to complete and/or submit the listed documents will render your bid non-responsive and the bid will not be considered for the next phase of evaluation

- a) An **original and Valid** Tax Clearance Certificate
- b) Completion of pricing schedule (SBD 3.1)
- c) **Completion of Bill of quantity**
- d) Completion and inclusion of standard bidding document (SBD 1,SBD 4, SBD 6.1,SBD,SBD 8,SBD 9)
- e) **Certified copy** of BBEE certificate (None submission shall result in 0 points allocation)
- f) **Certified copy of Compensation for Occupational Injuries (COIDA)**
- g) **Certified copy of Unemployment Insurance Fund Registration**
- h) **Certified copy of CIPC Certificate**
- i) **Attached valid proof of CIDB GRADING OF 7SQ**
- j) **Attendance of compulsory briefing session**

Phase 2

Functionality Compliance

Bidder must obtain a minimum of 70% in order to move to next stage of the evaluation (Price and Preference points claimed).

NB!! Failure to meet the required minimum percentage will render the bid response non-responsive/satisfactory for further evaluation.

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

No.	CRITERIA	WEIGHTS	VALUE	SCORE
1	Company Capability <ul style="list-style-type: none"> • Understanding the scope of work • Providing a detailed programme plan with estimated dates as proof of understanding scope of work 	30		
2	Experience of key Project Personnel: ie: Project Manager Safety Officer/ OHS Supervisory team Quantity Surveyors Other technical Staff etc. N.B: Please provide a comprehensive CV of a Project Leader and Team Players. The Project Manager and his team must have atleast a minimum of 3 years relevant experience.	20		
3	Broad-based Black Economic Empowerment <ul style="list-style-type: none"> • Appointment and participation of BEE owned companies in order to promote Supplier development (EME's) • Plan of utilisation of local labour <i>Proposal must be submitted as evidence)</i>	30		
4	Track Record: <ul style="list-style-type: none"> • Provide a track record of similar scope and nature of projects (Minimum of 3 track records) • The bidder must provide the department with 3 copies of previous order or work instruction as a sub-contractor. 	20		

Phase 3: The 90/10 Principle application

Points awarded for Price and B-BBEE Status Level of Contribution

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	8
4	5

5	4
6	3
7	2
8	1
Non-compliant contributor	0

Other Condition:

- Bidders are kindly requested to submit original Tax Clearance Certificate.
- Bidders are required to submit verified, certified and valid B-BBEE Certificates together with their bids, to substantiate their B-BBEE rating claims.
- Fraudulent practices shall result in immediate disqualification.

SPECIFICATION WB - 08/06 : FENCING

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SPECIFICATION WB - 08/06 : FENCING

1. SCOPE

This specification includes all work in connection with the erection of stockproof, verminproof or other types of fencing as shown on the drawings or as directed by the Engineer.

In addition it includes any work necessary for the dismantling and re-erection of fences, or the repair of existing fences.

2. INTERPRETATIONS

2.1 Supporting specifications

Where this specification is required for a project, the following specifications shall, inter alia, form part of the Contract Document:

- a) Specification Data;
- b) SANS 1200 A or SANS 1200 AA, as applicable.

2.2 Application

This specification contains clauses that are generally applicable to the construction of fences, moving of fences and repair of fences. Interpretations and variations of this specification are set out in the Specification Data.

2.3 Definitions and abbreviations

For the purpose of this specification the definitions and abbreviations given in the applicable of the specifications listed in 2.1 shall apply.

3. MATERIALS

3.1 Straining posts

Straining posts shall consist of one of the following as specified in the Specification Data, shown on the drawings or billed:

a) Timber straining posts

Timber straining posts shall be of hardwood impregnated with a copper - chromium - arsenic compound conforming to SANS 673 and with a top diameter of 125 mm to 150 mm and a minimum length as specified. All timber posts shall comply with SANS 457 and carry the SANS mark.

b) Metal straining posts

Metal straining posts shall be of commercial iron rail pattern with a mass of 10 kg/m and a minimum length as specified.

3.2 Gate posts

Gate posts shall be straining posts as specified in 3.1 above suitably drilled for fittings.

3.3 Standards

Standards shall consist of one of the following as specified in the Specification Data, Shown on the drawings or billed:

a) Timber standards

Timber standards shall be of hardwood or of wood impregnated with a copper - chromium - arsenic compound conforming to SANS 673 and with a top diameter of 100 mm to 125 mm and with a minimum length as specified. All timber standards shall comply with SANS 457 and carry the SANS mark.

b) Metal standards

Metal standards shall be of mild steel 'Y' section with a mass of 2,5 kg/m and a minimum length as specified.

3.4 Droppers

Droppers shall consist of one of the following as specified in the Specification Data, shown on the drawings, or billed:

a) Timber droppers

Timber droppers shall be of hardwood or wood impregnated with a copper - chromium - arsenic compound conforming to SANS 673 and with a minimum thickness of 40 mm and shall have a length as specified. All timber droppers shall comply with SANS 457 and carry the SANS mark.

b) Metal droppers

Metal droppers shall be of mild steel "Ridgeback" section with a mass of 0,56 kg/m and shall have a length as specified.

3.5 Gates

Gates shall be as shown on the drawings or as specified in the Specification Data.

3.6 Wire**3.6.1 Plain wire**

Plain wire shall be either galvanized mild steel wire of minimum diameter 4 mm or galvanized "Isacor 1 000" steel wire of 2 mm.

3.6.2 Barbed wire

Barbed wire shall be "Isacor Campeon" 2,95 mm by 2,00 mm lightly galvanized for dry areas and elsewhere "Isacor Campeon" 2,80 mm by 1,90 mm fully galvanized.

3.6.3 Wire netting

Wire netting shall be galvanized mild steel wire with a minimum diameter of 1,8 mm with 75 mm hexagonal mesh and 1,2 m in height.

3.6.4 Diamond wire mesh

Diamond wire mesh shall be galvanized wire 2,00 mm with a 50 mm diamond mesh.

3.6.5 Binding wire

Binding wire shall be galvanized mild steel wire of a minimum diameter of 2 mm.

3.7 Protection

All metal straining posts and standards shall be painted with an approved black anti-corrosive paint and all areas where paint has been damaged shall be spot coated with paint after installation. All types of wire and wire netting shall be Class C hot-dip galvanized in dry areas, but elsewhere shall be Class A hot-dip galvanized as specified in SANS 675.

Where specially required, the fencing wire shall be plastic coated light green in colour.

4. VOID**5. CONSTRUCTION****5.1 Verification of quantities and locations**

The standard of fencing, the positioning of the gates as shown on the drawings, and the quantities shown in the Bill of Quantities, may be subject to variation and the Contractor shall ascertain, from the Engineer, the exact location of, and specification to which the fencing shall be constructed, before placing any orders for material. The minimum standard of fencing required is indicated on the drawings.

The erection of fencing shall be carried out in advance of the construction unless otherwise authorized by the Engineer.

5.2 Protection of livestock

From the time of the occupancy of the site, until the date of the Completion Certificate, the Contractor shall take all necessary measures for the protection and control of livestock on the areas under his control. He shall provide gates in existing fences cut by him for the purpose of access and shall ensure that all gates are kept closed during such time as they are not actually in use by his traffic.

Whether the Contractor is able to construct fences in advance of construction or not, he shall be held responsible for any loss or injury to livestock arising from any act of commission or omission on the part of himself, his employees or his plant on the site.

At the discretion of the Engineer, temporary fencing, which must also be acceptable to the landowner(s), may be used ahead of any construction, provided that the foregoing requirements are met fully.

On completion of the work, and before the issue of the final certificate, any gates erected in terms of this Clause shall be removed by the Contractor and the fences restored to their original condition.

5.3 Clearing of fence site

All trees, brush, scrub and other obstructions which may interfere with the proper construction of the fences shall be removed and surface irregularities shall be graded so that the fence will conform to the general contour of the ground.

5.4 Connections

Fence construction operations shall be so conducted as to prevent the escape of livestock from the property or so as to prevent trespassing onto abutting private property. Existing cross fences shall be connected to the new fences. Straining posts, with braces for every direction of strain, shall be placed at the junction with existing fences and the wires in both fences properly fastened to the posts. At bridges and cattle passes and at culverts, if so instructed by the Engineer, the new fence shall be connected to the structure in such a manner as to permit access through or under the structure.

5.5 Placing of posts

All posts and standards shall be firmly planted into the natural ground, be it soil, gravel or rock, to the specified depth. Straining posts shall be erected at all ends and corners or bends in the line, and at all junctions with other fences. Straining posts and standards shall be spaced not more than as shown on the drawings or as specified. The actual spacing of the straining posts and standards shall fit uniformly over the length being fenced as specified by the Engineer.

All posts shall be placed in a vertical position except in unusual locations where, in the opinion of the Engineer, it will be more satisfactory to place the posts perpendicular to the slope of the ground. All wooden posts and all gate posts shall be set in holes excavated to full specified depth, even in rock where blasting may prove necessary to obtain required depth. All gate posts shall be set in mix 10 MPa concrete and shall be properly stayed and strutted to the satisfaction of the Engineer. All holes shall be of sufficient width or diameter to allow thorough compaction of the backfill. After accurate positioning of posts the holes shall be backfilled with suitable material which shall be properly compacted by means of tampers and/or rammers.

Metal posts and standards may either be driven or set in holes in accordance with the requirements specified for wooden posts and standards. Where they are driven, care shall be exercised to prevent marring or buckling.

Damaged posts and standards shall be replaced at the Contractor's expense.

All posts and standards shall be accurately aligned, and gate and straining posts shall be properly strutted and stayed all to the satisfaction of the Engineer. After the posts and standards have been firmly set, the fence wire shall be attached thereto at the spacing specified by the Engineer.

5.6 Attaching wires

All fencing wire shall be attached to the sides of posts and standards nearest to the road. The wire shall be carefully stretched and hung without sag and with true alignment, care being exercised not to stretch the wire so tightly that it will break or that end, corner, straining or gate posts will be moved.

The stretched fencing wire strands shall be secured to each post and standard by means of one of the following methods:-

- a) notched posts using binding wire located in an appropriate notch;
- b) drilled posts using binding wire passing completely through the post or
- c) by any other method at the discretion of the Engineer.

The use of staples for the securing of the wire strands to timber posts will not be permitted.

Droppers, if required, shall be spaced equally between the standards at the rate of 3 droppers between adjacent standards, and shall be tied to each fence wire with binding wire in such a manner as to prevent slipping. Droppers shall be placed parallel to the straining posts and standards.

At ditches, drainage channels and other depressions, where it is not possible to construct the main fence to conform to the general contour of the ground, the Contractor shall close the opening below the fence with barbed wire and netting fastened to stakes of suitable length, or to timber weights which will raise the fence in times of flood, all as directed by the Engineer.

5.7 Attaching wire netting or mesh

In the case of verminproof fencing, or where wire netting or mesh is to be used, it shall be securely fixed to the fence so that the netted height above the ground shall nowhere be less than shown on the drawings or as specified.

When required by the Engineer, the top four wires of the fencing shall be securely linked together, vertically, with binding wire at regular intervals.

In order to prevent vermin from creeping under the fence the lower part of the wire netting shall be fixed as instructed by the Engineer either:-

- a) by packing stones, placed end to end on both sides of the fence so that no gaps exist beneath the fence; or
- b) by folding back the bottom 130 mm of the wire netting so that it lies flat on the ground and packing stones end to end on this flap so as to secure it in position; or
- c) by embedding the lower 130 mm of the wire netting into the ground and ramming the earth thoroughly to secure the netting.

5.8 Installing gates

Gates shall be installed in the positions indicated by the Engineer. The gates shall be so erected as to swing in a horizontal plane, at right angles to gate posts, clear of the ground in all positions, and the supporting hinges shall be rigidly fixed to the gate post to ensure that each pivot remains in a constant position.

5.9 Moving of existing fences

Where it is necessary, owing to the requirements of the contract, to alter existing fence lines, the Contractor shall remove the existing fences and gates and re-erect them in such a position and manner as the Engineer shall direct, using the existing material wherever possible. The fences and gates so re-erected shall be substantially of the same type and standard of construction as those removed.

Fences must be completely dismantled into the component parts and then re-erected. Loosening a section of the fence from the posts and then moving it as a unit to the new position will not be permitted.

Only fences moved on written order of the Engineer shall be paid for. If the Contractor shall elect to move existing fences temporarily to facilitate construction of the road, he will be allowed to move such fences temporarily and re-erect them in the original positions all at his own expense, provided prior approval of the landowner has been obtained in writing.

5.10 Dismantling and stacking of existing fences

If the Engineer is of the opinion that some or all of the component parts of a fence to be moved are not of a satisfactory standard for reuse, or the fence is no longer required, then he may authorize in writing that the fence be dismantled completely into its component parts. Wire netting and each type of wire shall be rolled separately and other items tied with wire into separate individual bundles.

The fencing materials shall be stored to the satisfaction of the Engineer at the Contractor's camp, if applicable, or such other site as directed by the Engineer.

5.11 Finishing and trimming

Where timber posts have been used, the tops of the posts shall be trimmed after the fencing has been attached such that the top of the completed fence has a pleasing profile. The cut area shall be liberally painted with creosote.

6. VOID

7. VOID

8. MEASUREMENT AND PAYMENT

8.1 Basic principles

No separate payment will be made for work carried out under 5.2, protection of livestock; 5.3, clearing of fence line; or 5.4, connections to structures, and full provision for these costs shall be included in the tendered rates for the relevant billed items.

8.2 Billed items

8.2.1 Straining posts, standards and droppers (Type stated)

..... Unit: No.

Straining posts, standards and droppers required in new fencing, or to replace damaged or unserviceable units in the lifting and re-erecting of existing fences, will be measured by the number of posts actually erected.

Strutting posts will not be measured for payment. Gate posts and gate straining posts will not be measured separately since they are included with the gates.

The tendered rate shall cover the cost of all labour, materials, plant and equipment, for all excavation, strutting, stays, backfilling holes, for notches where appropriate, the painting of metal posts and standards, finishing and trimming in accordance with 5.11 and for any other operation or thing necessary to complete the work to the satisfaction of the Engineer.

8.2.2 Gates (Size and type of post stated)

..... Unit: No.

Gates will be measured by the number of new gates actually erected.

The tendered rate shall cover the cost of all labour, materials, plant, supervision, equipment, for all gate posts, gate straining posts and strutting posts, for setting in concrete, for all wire used in binding and stays and for any other operation or thing necessary to complete the work to the satisfaction of the Engineer.

8.2.3 Wire

8.2.3.1 Plain wire and barbed wire

..... Unit: 100m

Plain wire and barbed wire will be measured by the 100 m of single wire actually erected, measurement being to the nearest 10 m.

8.2.3.2 Wire netting and mesh (Fixing of lower edge of wire netting stated)

..... Unit: 100m

Wire netting and mesh will be measured by the 100 m erected in place, measured to the nearest 10 m.

8.2.3.3 Binding wire

..... Unit: 100 links

Only binding wire required in the vertical links in terms of 5.7 will be measured. Measurement will be by the 100 links.

The tendered rates for wire shall cover the cost of all labour, materials plant, supervision, galvanizing and equipment necessary for the provision of the wire in place on the works, and for any other operation or thing necessary to complete the work to the satisfaction of the Engineer. Other than for links above, no separate payment will be made in respect of binding wire used nor wire used for stays and for anchoring posts, nor for the stone packing and/or trenching in the case of wire netting, nor for the construction of mats, etc. in water courses, nor for the galvanizing thereof.

8.2.4 Moving of existing fences (Type stated) Unit: 100m

The dismantling and re-erection of existing fences, including gates, will be measured by the 100 m of fence actually erected in place, measured to the nearest 10 m. New material (except binding wire) used to replace damaged or unusable constituents of the old fence will be measured separately.

The tendered rate for the moving of existing fences with gates, if applicable, shall cover the cost of all labour, materials, plant, supervision, equipment, for the dismantling of the old fence and the subsequent re-erection thereof, and for any other operation or thing necessary to complete the work to the satisfaction of the Engineer.

8.2.5 Dismantling and stacking of existing fences (Type stated) Unit: 100m

The dismantling and stacking of existing fences will be measured by the 100 m of fence actually dismantled and stacked to the satisfaction of the Engineer.

The tendered rate for the dismantling and stacking of existing fences with gates, where applicable, shall cover the cost of all labour, plant, supervision and equipment, for the dismantling of the fence, the sorting into component parts, rolling of wire netting, or other wire, tying of other items into separate bundles, including provision of the wire, and for any other operation or thing to complete the work to the satisfaction of the Engineer.

8.2.6 Plastic coating (Type of fencing stated) Unit: 100m

Plastic coating of fencing wire will be measured by the 100 m of fencing complete, and will be paid extra-over the rates for wire.

The tendered rate for plastic coating of fencing wire shall cover all additional costs due to the plastic coating of the wires, netting, mesh, binding wire, etc.

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DEPARTMENT OF WATER AND SANITATION

BID NO: W 1040

NEW FENCING AND UPGRADE OF EXISTING FENCING AT RH DRIEL-JAGESRUST CANAL SYSTEM (TUGELA VAAL)

PROJECT SPECIFICATION

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DEPARTMENT OF WATER AND SANITATION

BID NO: W 1040 WTE

NEW FENCING AND UPGRADE OF EXISTING FENCING AT RH DRIEL-JAGESRUST CANAL SYSTEM (TUGELA VAAL)

PROJECT SPECIFICATION

PORTION 1: THE WORKS

PS1 DESCRIPTION OF THE WORK **PS1-1 General**

The project comprises of the construction of new boundary fencing to replace the front existing fence for the entire length of the of the Driel-Jagersrust Canal system. This system extends over a front of about 38 km.

The alignment of the fencing will follow the route of the existing canal. Access will be via existing access track currently used for maintenance purposes
The locality of the proposed work is indicated on the locality plan attached as figure A.

PS1-2 SCOPE OF CONTRACT

The Contract includes

- a) The setting out of fence line (see PSA5-1)
- b) The dismantling of existing fencing fence post where required
- c) The installation of approximately 76 km of new fencing
- d) The removal and disposal of old fencing material

The works extends over a work-front of approximately 38 km and straddles an existing canal

PS2 DESCRIPTION OF SITE AND ACCESS

The site is located in the Kwa-Zulu Natal Province in the region Bergville and in vicinity of sterfontein and Kilvain Dam Complex. Access is off the R 74 between Harrismith and Bergville. The approximate route of the existing canal is indicated on the locality plan.

The area has a means annual rainfall of about 653 mm

PS3 CHARACTER OF MATERIALS ON SITE

No trial holes have been excavated for this contract. As such no soil profile can be made available

Provision has however been made for variable soil conditions through the inclusion of quantities for rock excavation.

PS4 PROGRAMME**PS4-1 Submitted programme**

The Contractor's programme shall be in a bar chart form developed from a commercially produced software programme (Microsoft Projects 2000, or later).

In addition to the requirements of the General Conditions of Contract, the Contractors' programme shall show:

- (a) the various activities, related to a time scale, for each element of the Works, in sufficient detail to be able to assess construction progress,
- (b) critical path activities and their dependencies,
- (c) key dates in respect of information to be provided by the Engineer and/or others,
- (d) his labour resource schedule which shall distinguish between the Contractor's permanent labour and his temporary local labour employment,
- (e) monthly progress report with respect to sub contractors, suppliers, manufacturers and labour in the format specified by the Engineer.

In addition to the requirements of the General Conditions of Contract, the Contractor shall submit with his programme, a copy of any network diagram used in producing the programme.

If any change to the critical path occurs, the Contractor shall within 24 hours notify the Engineer in writing of the effected tasks.

The Contractor's programme and method statement will not be accepted as the basis for claims for additional compensation without due reference to all relevant associated factors.

PS4-2 General allowances

When drawing up his programme, the Contractor shall take into consideration and make allowance for, inter alia:

- a) expected weather conditions and their effects,
- b) known physical conditions or artificial obstructions,
- c) searching for, dealing with and carrying out alterations to the existing services (where relevant),
- d) the accommodation and safeguarding of public access and traffic, and
- e) the design, testing and approval of the concrete mixes.

PS4-3 Review of progress

The Contractor shall review his progress each month and should progress lag behind the latest accepted programme, by 2 weeks, he shall submit a revised programme and method statement of how he proposes to make up the lost time. If, in the opinion of the Engineer, such revised programme will not make up the lost time, the Engineer shall have the right to request the Contractor to reorganize his work in a manner which will ensure an acceptable programme. Claims for additional payment to meet any costs incurred due to such reorganisation will not be accepted.

PS5 SITE FACILITIES AVAILABLE**PS5-1 Water supply**

The Contractor shall make his own arrangements for the provision of water and all associated costs will be for his own expense.

PS5-2 Power supply

The Contractor shall make his own arrangements for the provision of power for operational requirements.

Any distribution network that the Contractor may require shall be carried out by himself at his own cost in accordance with the requirements and regulations of the local authority.

PS5-3 Camps and depot

A suitable area will be identified where the Contractor may erect his site offices and storage depot. This area will be within the boundaries of the proposed Works.

No housing is available on site and the Contractor shall make his own arrangements to house his employees and transport them to and from the Site. All arrangements for housing employees shall be made in accordance with and subject to applicable regulations and requirements.

PS5-4 Disposal site

The Contractor is responsible for locating a disposal site which can be utilised for the disposal of unsuitable and surplus materials, vegetation and rubble from clearing and grubbing operations.

Dumping shall proceed in an orderly manner with coarse materials placed at the bottom and covered with finer material. Upon completion of dumping, the material shall be shaped to provide free-draining surfaces and slopes and finished off to the satisfaction and approval of the Engineer.

PS6 SITE FACILITIES REQUIRED

No facilities will be required for use by the Engineer. The Contractor will however be required to erect a project nameboard, and will furthermore be required to make suitable facilities available for site meetings.

PS7 FEATURES REQUIRING SPECIAL ATTENTION**PS7-1 Health and safety**

In addition to Subclause 5.7 of SANS 1200 A and the Occupational Health and Safety Specification AO, as amended in Portion 2 of the Project Specification, the Contractor shall comply with the Occupational Health and Safety Act (Act No. 85 of 1993) (OHS Act) and in particular its Construction Regulations, 2003.

PS7-2 Continuance of operation of existing services

All existing services shall be maintained in operation. All farm gates and similar access points shall be kept in operation.

Where access is hindered or where gates are to be dismantled or removed, the duration of any such interruptions shall be kept to the absolute minimum.

PS8 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Extension of time will not be considered for normal adverse weather conditions but only for abnormal rainfall or saturated conditions and will be calculated in accordance with the following method:

$$V = (N_w - N_n) + \left(\frac{R_w - R_n}{x} \right)$$

Subject to the condition if V is negative and its absolute value exceeds Nn then V shall be taken as equal to minus Nn. The symbols have the following meanings:

V	=	Extension of time in calendar days in respect of calendar month under consideration.
N _w	=	Actual number of days during the calendar month on which a rainfall of Y mm or more has been recorded.
R _w	=	Actual rainfall in mm for the calendar month under consideration.
N _n	=	Average number of days, as derived from existing rainfall records provided in the table below on which a rainfall of Y mm or more has been recorded for the calendar month.
R _n	=	Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the table below.
X	=	20
Y	=	10

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

The factor (N_w – N_n) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Y mm.

The factor $\frac{R_w - R_n}{x}$ shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall does not exceed Y mm but wet conditions prevented or disrupted work. The formula does not take account of flood damage which could cause further or concurrent delays which should be treated separately as far as extension of time is concerned.

Accurate rain gaugings shall be taken at a suitable point on site and the Contractor shall at his own expense take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorised persons.

Information regarding existing rainfall records (pertaining to Heysehope Dam area) are given in the following table:

MONTH	Average monthly (mm) RN	Average number of days with ≥ 10 mm NN
January	118	10,2
February	87	7,5
March	83	7,4
April	51	5,1
May	13	1,6
June	7	1,0
July	2	0,4
August	6	1,0
September	22	2,3
October	69	6,7
November	99	9,6
December	96	8,9
Year	653	61,9

PS9 SECURITY

Security of the Works, temporary works, plant, equipment and of the workers employed on the Contract remains the responsibility of the Contractor.

The Contractor shall assess and manage the security of the site, taking consideration of the location of, and access to the site.

The use of Security Guards under "normal" working conditions i.e. night watchmen to prevent theft, etc. is recommended.

The Contractor is deemed to have allowed for the full cost of sufficient and adequate security in his/her tender.

PORTION 2 : VARIATIONS TO SPECIFICATIONS LISTED IN THE LIST OF APPLICABLE SPECIFICATIONS AND ADDITIONAL CLAUSES

PSA GENERAL. (SANS 1200 A)

PSA2 Interpretations

PSA2-1 Applicable edition of standards. (Subclause 2.2)

Add at the beginning of Subclause 2.2:

"Unless a specific edition is specified (see the List of Applicable Specifications),"

PSA2-2 Definitions and abbreviations. (Subclauses 2.3 and 2.4)

The terms "ESCOM", "ESC" and "Electricity Supply Commission" shall mean "Eskom".

The terms "GPO", "P&T" and "Department of Posts and Telecommunications" shall mean "Telkom SA Limited".

The terms "South African Railways", "SAR", "South African Transport Services", "SATS" shall mean "Transnet Limited".

"SABS" shall mean "SANS".

PSA2-3 Abbreviations. (Subclause 2.4)

Add to Subclause 2.4(b):

"MAMDD: Modified AASHTO maximum dry density".

PSA2-4 Items in Bill of Quantities. (Subclause 2.8.1)

In the fourth line of Subclause 2.8.1, after the word "specification", add: "or in the measurement and payment clause of the standard specification or project specification".

PSA4 Plant

PSA4-1 Medical facilities and safety equipment

The first aid services required in terms of Subclause 4.2 of SANS 1200 A shall include, inter alia, a First Aid cabinet fully equipped and maintained with at least the minimum contents as listed in the Annexure (Regulation 3) to the General Safety Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), to deal with accidents and ailments which are likely to occur during the construction period.

The Contractor shall provide personal safety equipment and facilities as required by Regulation 2 of the General Safety Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

PSA4-2 Latrine facilities. (Subclause 4.2)

The sanitary services required in terms of Subclause 4.2 of SANS 1200 A, shall be of the bucket or chemical type and shall be readily accessible to workers at all areas of the site.

The Contractor shall make all the necessary arrangements for the disposal of the contents of the toilets on a regular basis.

PSA5 Construction

PSA5-1 Setting out of the Works. (Subclause 5.1.1)

The fence line shall be set out by the Contractor on the alignment of the existing fence or from co-ordinates that will be given by the Employer.

The Contractor shall advise the Engineer of any conflict between the position of any part of the Works and an existing feature.

PSA5-2 Existing services (Subclause 5.4)

No service drawings are available for the canal route. The canal route however lies within a rural area, where few services are currently available. In addition, the required excavation for the fence is shallow enough to generally pose no risk to buried services.

PSA5-3 Compensation for Occupational Injuries and Disease Act (COID)

All labour employed on the site shall be covered by the COID Act. The Contractor shall pay in full, including the payment of the necessary levies, such amounts as are due in terms of the Act. The manner in which Compensation will be handled shall be resolved by the Contractor at the commencement of the Contract. The cost of all levies and dues will be deemed to have been included in Section A of the Bill of Quantities.

PSA6 Testing**PSA6-1 General**

The Engineer will not have a laboratory on Site. The Engineer's acceptance control testing will be carried by an independent commercial laboratory either on or off Site as may be necessary. Such testing will not relieve the Contractor of his obligations to carry out his own quality control testing to ensure that the materials and workmanship are within specification.

PSA6-2 Quality Control testing by Contractor

The Contractor shall carry out quality control tests on all portions of the Works as specified in the applicable specification, and shall make available all tests results of quality control testing to the Engineer as soon as they become available, prior to seeking approval of the works for commencement of the next stage of construction.

PSA6-3 Making good work disturbed by testing

On completion of the testing, the Contractor shall make good in acceptable manner, work disturbed by testing, whether it be either his own quality control testing or acceptance control testing

PSA8 Measurement and payment**PSA8-1 Method of measurement, all sections. (Subclause 8.1.1.)**

In the second line of Subclause 8.1.1, after the words "standardized specification or in" add: "the measurement and payment clause of the standard specification or".

PSA8-2 Time-related items. (Subclause 8.2.2)

Notwithstanding the stipulation of Subclause 8.2.2, an approved extension of time will only entitle the Contractor to payment in terms of Subclause 42(4) of the General Conditions of Contract.

PSA8-3 Facilities for Engineer. (Subclauses 8.3.2.1 and 8.4.2.1)

The sums tendered for items A1.2 and A2.2 shall cover the costs of providing and maintaining all the facilities detailed in PS6.

PSA8-4 Sums stated provisionally by Engineer (Subclause 8.5)

Amend the penultimate sentence of Subclause 8.5 to read:

"The percentage rate for (b)(2) above shall cover the Contractor's overheads, charges and profit on the work covered by the sums provisionally stated for (b)(1) above. Payment will be made on the basis of the sums actually paid for such work, exclusive of VAT."

PSA8-5 Daywork (Subclause 8.7)

Provisional sum items are scheduled for Daywork labour, materials and plant (owned and hired by the Contractor). Percentage allowance on net cost items are scheduled for materials and plant hired by the Contractor.

The Contractor will be paid :

- a) the actual remuneration paid to workers,
- b) the actual net cost of materials and hired plant,
- c) amounts being the tendered percentages times the actual costs of labour, materials and hired plant respectively, and
- d) the cost at agreed rates for plant owned by the Contractor (see Daywork Schedule: Constructional Plant).

PSA8-6 Dealing with water

The cost involved in the control of surface water and protection of any excavation, will be held to be included in the sums tendered for such excavations and no separate payment will be made for this work.

PSA8-7 Freehaul and overhaul

Notwithstanding any clauses in any Standardized Specification or Standard Specification Section dealing with the definition, measurement and/or payment for transport, freehaul and/or overhaul, no measurement nor payment for overhaul will be made. All haulage will be considered to be freehaul and the cost thereof will be deemed to be covered by the rates for the provision or disposal of the applicable material.

PSA8-8 Setting out of the fence line. (Subclause 8.8.5)

The cost of setting out of the fence line as specified in PSA5-1 will be covered by the sum tendered.

PSAO OCCUPATIONAL HEALTH AND SAFETY. (SPEC A0 - 10/04)

PSAO3 Materials

PSAO3-1 Hazardous substances. (Subclause 3.1)

The materials to be used in this Contract include the following hazardous materials:

- Substances in pressurized containers,
- Certain cleaning substances,
- Petroleum and petroleum products,
- Epoxies,
- Cement,
- Paints, and
- Concrete.

PSAO4 Plant

PSAO4-1 Medical facilities and safety equipment. (Subclause 4)

See PSA4-1.

PSAO5 Construction

PSAO5-1 Risk assessment. (Subclause 5.5)

Construction work to be undertaken in this Contract includes:

- a) Working in close proximity to an open canal with steeply sloping banks and carrying water to a depth of up to 2 m.

- b) Operation of plant and vehicles.
- c) Excavation for fence posts.
- d) Erection of fence posts and fencing.
- e) Working with razor mesh wire (which will be placed in-situ).
- f) Transporting, offloading and handling pre-cast concrete elements.
- g) Working in close proximity to roads (i.e. often inside road reserve).
- h) Area specific environmental risks associated with outdoor work (lightning, snakes, bees, etc).

PSAO5-2 Safeguarding and accommodation of traffic. (Subclause 5.7.2)

During the construction of any works where the fence crosses or adjoins access roads or public roads, the Contractor shall take precautions for the protection of the Works and the safety of public and private vehicles, pedestrians and animals in accordance with the requirements of Subclauses 5.2 and 5.7 of SANS 1200 A, 5.1.1 and 5.1.6 of SANS 1200 D.

PSAO5-3 Power lines and cables

All power lines and cables shall be treated as live until proven otherwise.

Care shall be exercised and all necessary precautions taken while working under power lines or near cables with construction plant and when carrying or working on ladders in the vicinity of power lines.

PSAO5-4 Lighting

If the natural light is inadequate for the type of work to be undertaken, the Contractor shall provide adequate lighting.

PSC SITE CLEARANCE. (SANS 1200 C)

PSC5 Construction

PSC5-1 Areas to be cleared and grubbed. (Subclause 5.1)

The areas of clearing shall be sufficient only for the line of the fence and for the excavations for concrete footings.

PSC8 Measurement and payment

PSC8-1 Clear and grub. (Subclause 8.2.1)

The rate tendered for clearing and grubbing shall cover, in addition to the matters referred to in Subclause 8.2.1, the cost of disposal of the material at the site designated in PS5-4.

PSC8-2 Removal and conservation of topsoil. (Subclause 8.2.10)

The rate tendered for the removal of in situ topsoil shall, in addition to the items listed in Subclause 8.2.10, also cover the cost of stabilizing and protecting the stockpiles of topsoil.

Where a depth of greater than 200 mm is to be removed, such material will be measured and paid as earthworks, cut to stockpile.

PSD EARTHWORKS. (SANS 1200 D)

PSD3 Materials

PSD3-1 Classes of excavation. (Subclause 3.1.2)

Soft material. soft material shall be material that can be removed by manual operations with a pick and shovel. It shall include material that has been loosened by compressor

driven jackhammers, by ripping and/or by drilling and blasting, and boulders up to 25 kg in mass.

Hard rock material. Hard rock material shall be material that requires to be broken up by drilling and blasting for it to be excavated as soft material.

If at all possible, all excavation for fence posts and bases will take place in soft material. Where material other than soft material is encountered the excavation will be relocated to a position where suitable material is located. However, where no suitable alternative location can be found for the placement of bases, "hard rock material" will be measured for payment.

PSD5 Construction

PSD5-1 Disposal of material. (Subclause 5.1.4.3)

All surplus material and all unsuitable material from excavations and clearing and grubbing operations shall be disposed of by spreading evenly around the excavation.

Dumping shall proceed in an orderly manner with coarse material placed at the bottom and covered with finer material, where possible. Upon completion of dumping the material shall be shaped to provide free-draining surfaces and slopes and finished off to the satisfaction of the Engineer.

PSD5-2 Topsoiling. (Subclause 5.2.4.2)

Topsoil shall be placed as shown on the drawings or ordered by the Engineer, to a nominal thickness of 150 mm after light compaction.

PSD5-7 Final finishing and clearing up

After completion of construction, the site shall be cleaned of all waste material, rubble and debris resulting from the operations of the Contractor. The cost of final cleaning and clearing shall be held to have been included in the rates tendered in the various sections of the Bill of Quantities.

PSD8 Measurement and payment

PSD8-1 Topsoiling. (Subclause 8.3.10)

The topsoiling will be measured by surface area covered.

The rate for topsoiling shall cover the cost of loading, hauling, spreading, light compaction to a thickness of 150 mm and making suitable provision to avoid the topsoil slipping down the slopes of embankments and cut-slopes, all to the approval of the Engineer.

PSGA CONCRETE (SMALL WORKS). (SANS 1200 GA)

PSGA3 Materials

PSGA3-1 Cement. (Subclause 3.2)

All cement used in the works shall be ordinary portland cement CEM1 of strength class 42,5 complying with SANS 50197-1.

PSGA3-2 Storage. (Subclause 3.2.2)

Cement shall be used in the order in which it is received.

Unless approved by the Engineer, cement kept in storage for longer than 8 weeks shall not be used in the Works.

Any cement that contains lumps that cannot easily be crumbled to powder between the fingers, may not be used.

PSGA5 Construction

PSGA5-1 Formwork

PSGA5-1.1 Classification of finishes. (Subclause 5.2.1)

Formwork for formed concrete surfaces against which backfill will be placed shall be rough. Formwork for all other formed surfaces shall be smooth, except where otherwise specified.

PSGA5-2 Concrete surfaces. (Subclause 5.4.8)

PSGA5-2.1 Wood-floated finish. (Subclause 5.4.8.2)

A wood-floated finish shall be applied to all top (unformed) surfaces that will be exposed to view.

PSGA7 Testing

PSGA7-1 Frequency of sampling. (Subclause 7.1.2)

One sample shall consist of two concrete test cubes.

For each sample taken the position on Site shall be recorded where the batch represented by that sample is placed.

PSWB FENCING. (SPEC WB)

PSWB1 Scope

Amend this clause to read:

"This specification covers the following:

- a) the composition and requirements for new 1,4m high boundary fences adjoining the canal between Heysehope Dam and Geelhoutboom Dam. Fencing comprises precast concrete elements and razor straining wire,
- b) the requirements for installing the fencing;
- c) the requirements for gates for the boundary fencing;
- d) the requirements for gates for the moving and re-erecting of existing fences;
- e) the dismantling of the existing fences and the stacking and storing of fencing materials.

This specification does not cover the requirements for Security fencing."

PSWB3 Materials

PSWB3-1 Posts

Straining posts, gate posts and intermediate posts (standards and drappers) shall be reinforced concrete components complying with the provisions of "SANS 1372 (1983 : PREFABRICATED CONCRETE COMPONENTS FOR FENCES". All posts shall have cross-sectional dimensions of at least 120 x 120 mm. All components shall be designed to withstand the design loads specified in SANS 1372. The design of the elements shall take into account the configuration of intermediate posts and other posts requiring holes (9 off) at varied centres (as indicated on the drawing) in order to pass razor wire strands.

No timber or steel components will be permitted.

Corner posts, straining posts and, gate posts shall be supplied complete with straining eye-bolts and with "drillings" to suit the straining wire spacings.

PSWB3-2 Wire

All wire (with the exception of "tie wires") shall be high tensile steel razor wire with a long blade profile (0,5 mm thick x 19 mm wide). The wire shall have a 2,4 mm diameter core, shall have a tensile strength of 1 600 MPa and shall be galvanised to Class A SANS 935.

PSWB3-3 Gates

Gates shall be manufactured from mild steel tubing with a minimum O.D of 42 mm and 2,5 mm wall thickness.

All vehicle access gates shall be 5600 mm x 1400 mm with "w" shaped bracing (or similar approved bracing) and shall be covered with 50 mm x 2 mm galvanised diamond mesh.

Pedestrian gates shall be similarly constructed 900 mm x 1200 mm gates with a "z" shaped bracing.

Gates shall be supplied with all hanging fixtures, washers and nuts. Gate frames shall be hot dip galvanised in accordance with SANS 763 after fabrication.

PSWB3-4 Hinge and bearing bolts

Hinge bolts shall be 225 mm long, threaded for 200 mm and shall be as follows:

- a) For 1,8 metre wide gates or smaller: 12 mm diameter
- b) For gates wider than 1,8 metres: 16 mm diameter.

PSWB3-5 Chains and padlocks

Gates shall be supplied with a galvanised locking chain (No. 3 or similar) welded to or wrapped around and welded onto the gate post on the opening side of the gate. The locking length to be at least 300 m. Any damage to galvanising shall be repaired using a method approved by the Engineer.

One padlock shall be supplied for each gate and it shall conform to the requirements of CKS 280. Padlocks to be keyed alike with two keys supplied for each lock with a maximum of 10 keyed per contract (or portion of the Works where specified).

PSWB4 Plant

PSWB4-1 General

The Contractor shall supply and maintain suitable tools, plant and equipment to construct and erect all fences to the required standard.

PSWB5 Construction

PSWB5-1 1,4 m high razor mesh boundary fence

The composition of the fence shall be as shown on drawing number 150598/06. Gates shall be as shown on the drawing and may be covered with horizontal razor wire to match the adjoining fence or with diamond mesh.

PSWB5-2 Gates

In general, gates shall be single leaf approximately 5 600 mm opening and shall match the adjoining fence in height. They shall be of welded tubular construction braced diagonally in both directions. The gates shall be of an approved design.

Frames shall be covered with either horizontal razor wires at 220 mm centres or diamond mesh. Gates for installation in vermin-proof fences shall be covered with wire netting.

All gates shall be placed in line with existing fences.

PSWB5-3 Temporary fencing

Temporary fencing will not be required for this Contract.

However, where existing fencing which is to be replaced under this Contract is still intact, the Contractor shall ensure that it remains so until the new fence is erected.

This will be done to ensure that access to the works and the canals is limited as far as possible.

PSWB5-4 Installing posts and standards

All straining posts shall be completely erected prior to tensioning of fence wire.

Straining posts shall be erected at all ends, corners and bends in the line of fences and at all junctions with other fences. Straining posts shall not be placed further apart than shown on the drawings. The length of posts above ground shall be such that the correct clearance between the lowest wire and the ground can be obtained.

Posts shall be accurately set in holes and, where shown on the drawings, provided with concrete bases (25 MPa/19 mm strength concrete) to the dimensions shown on the drawings.

Unless instructions are issued to the contrary, holes shall be excavated to the full specified depth of the posts irrespective of the materials encountered.

Corner, gate, end and straining posts shall be braced by means of stays or anchors as shown on the drawings or as directed by the Engineer. Stays shall be securely bolted to the posts.

Standards shall be accurately set in holes and, where shown on the drawings, provided with concrete bases to the dimensions shown on the drawings. The spacing of standards between any two straining posts shall be uniform and not greater than shown on the drawings.

After posts and standards have been firmly set, but not before a period of 3 days has elapsed for the curing of concrete bases, the fence wire shall be attached thereto at the spacing shown on the drawings.

PSWB5-5 Installing wire

All fencing wire shall be fixed to standards and posts to prevent the wires from being displaced or becoming loose. Where posts and standards are pre-drilled or cast with holes, the wire shall pass through the holes of standards or be secured to straining eyebolts for straining, corner or end posts. Each strand of fencing wire shall be securely fastened in the correct position to each standard with soft binding wire.

The wires shall be carefully stretched and hung without sag, and with true alignment. Wires shall be tensioned to no less than 1,5 kN and no more than 2,0 kN.

Where straining eyebolts are not used at end, corner, straining and gate posts, the fencing wire shall be securely wrapped twice around the post and secured against slipping by tying the end tightly around the wire by means of at least five snug tight twists.

Splices in the fencing wire shall be permitted if made in the following manner using a splice tool:

- a) The end of each wire at the splice shall be carried at least 75 mm past the splice tool and wrapped snugly around the other wire for not less than six complete turns
- b) The two separate wire ends shall be turned in opposite directions.
- c) After the splice tool is removed the space left by it in the splice wire shall be closed by pulling the wire ends together.
- d) The unused ends of wire shall be cut close so as to leave a neat splice.

The gaps between posts and adjacent straining posts shall be fenced off with short fencing wires.

PSWB5-6 Closing openings under fences

At ditches, streams, drainage channels or other hollows where it is not possible to erect the fence so that it follows the general contour of the ground, the Contractor shall close the opening under the fence by means of horizontal barbed wires at distances of 125 mm from each other, stretched between additional posts or straining posts as shown on the drawings or directed by the Engineer. In the case of vermin proof fences the opening shall be covered with strips of wire netting 900 mm wide to the barbed wires.

PSWB5-7 Existing fences

PSWB5-7.1 General

Where a new fence joins an existing fence whether in line or at an angle, the new fence shall be erected with a new straining post positioned at the terminal or in the line of the existing fence.

Existing fences that require to be taken down or moved to a new location shall be dismantled. Material not required for re-erection or declared unsuitable for reuse shall be neatly stacked at approved locations in accordance with the Project Specification. Fencing wire or netting shall be stacked clear of the ground.

In the case of fences that require moving, the Contractor shall reuse all material declared suitable for this purpose by the Engineer, plus such new material as may be required to re-erect the fence to the standard specified for new fences. The Engineer shall not be responsible for any delays or costs arising from breakage of reused wire during straining.

PSWB5-7.2 Access through existing fences

Where existing fences cross a pipeline route, temporary access road or other similar works, the fences within such working areas shall be replaced on completion of the works or portion thereof with suitable fences and gates using new material throughout.

Before any fence is cut, the Contractor shall erect suitable straining posts in the line of the fence on both sides of the construction to the working width required. The post shall be firmly concreted into the ground and shall be properly strutted or stayed, whereafter the wire strands of the existing fence shall be cut one by one and each secured to the straining posts before proceeding to cut further strands so that the tension in the existing fences is maintained.

The Contractor shall immediately erect and maintain temporary fences and gates between straining posts to the same general standard as the existing fence and in a manner that will ensure easy access to the rest of the Works for the Contractor, the Engineer or his authorised Representative.

As soon as construction work has been completed in the vicinity of the temporary fence and gate, a permanent fence and, where necessary, a gate to acceptable standards shall be erected to replace the temporary fence and gate.

PSWB5-7.3 Repair and Improve of existing fencing

Where directed by the Engineer, existing fences shall be repaired or improved by removing constituents from the fencing and replacing with new materials or adding additional materials.

Constituents removed shall be disposed of as directed by the Engineer or stored to the satisfaction of the Engineer, at the Contractor's camp, if applicable, or such other site as directed by the Engineer.

New or additional material used in the repair or improvement of the fencing shall comply with these specifications and shall be constructed, connected, placed, attached or installed according to these specifications or as directed by the Engineer.

Payment for new or additional material used in the repair or improvement of existing fencing will be made under the specific items used in such repair or improvement. No payment will be made for the removal, disposal or storage of constituents from the existing fence.

PSWB5-8 Installing gates

Gates shall be installed at the positions shown on the drawings or indicated by the Engineer. The gates shall be hung on gate fittings in accordance with the requirements shown on the drawings. Gates shall be so erected as to swing in a horizontal plane at right angles to the gate posts, clear of the ground in all positions. Gates shall not be further than 100 mm from the gate post when closed. The bottom frame of the gate shall not be further than 75 mm from the ground at any point.

PSWB5-9 General requirements

The completed fence shall be plumb, taut, true to line and ground contour, with all posts, standards and stays firmly set.

Where temporary or stated temporary fences are erected they shall be firm and of sufficient height with a sufficient number of wires to prevent the passage of stock.

The Contractor shall, on completion of each section of fence, remove all cutt-offs and other loose wire or netting so as not to create a hazard to grazing animals or nuisance to the owners of the ground.

All fencing shall be neatly and effectively joined to existing fences, fences and walls.

The Contractor shall regularly inspect all fences and make good immediately any defects found or brought to his attention. The fences shall be maintained in good condition at all times.

PSWB6 Tolerances

The erected fence shall follow the general contour of the ground and the Contractor shall grade any surface irregularities in order to achieve this. The bottom of the fence shall be located a uniform distance above the ground line in accordance with the drawings.

The height of the lower fencing wire above the ground at posts and standards shall not vary from that shown on the drawings by more than 25 mm. Other fencing wires shall not vary by more than 10 mm from their prescribed relative vertical positions.

PSWB7 Testing

Materials shall, where ordered, be tested in accordance with the relevant prescribed SANS tests or form compliance with any other specification as described in the Contract.

PSWB8 Measurement and payment**PSWB8-1 Concrete**

Concrete for bases for posts and standards will be measured and paid in accordance with Clause 8 of SANS 1200 GA. Accordingly, the rates tendered for posts, including gate posts, and standards shall exclude the cost of concrete bases.

PSWB8-2 Posts

The rates tendered for corner, straining and gate posts shall also cover the costs of all bolts, straining eye-bolts, nuts and washers.

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CONTRACT NO. WL 240

BILL OF QUANTITIES

PREAMBLE TO BILL OF QUANTITIES

General

1 The Tender Data, the Contract Data, the Scope of the Work and the Site Information are to be read in conjunction with the Bill of Quantities.

a) The Bill of Quantities comprises items covering the Contractor's profit and costs of general liabilities and of construction of temporary and permanent Works.

b) The Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill but his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates inserted in the Bill.

c) The measurement and payment clauses of each Specification, read together with the relevant clauses of the Project Specification, set out what ancillary or associated activities are included in the rate for the operations specified.

2 The Bill of Quantities has been drawn up generally in accordance with the latest issue of the SANS Standardized Specifications. Descriptions in the Bill are abbreviated and must be read in conjunction with the measurement and payment clauses of the applicable Specifications.

3 Unless otherwise stated, Items are measured net in accordance with the Drawings, and no allowance has been made for waste.

4 Except that they shall not include Value Added Tax (VAT), the prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices to the Employer for the work described under each item. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based. Provision is made in the Summary to the Bill of Quantities for VAT to be added.

5 A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to have a price or rate of R0,00.

6 The Tenderer must price and extend each item, total each page and carry the total of each section in the Bill of Quantities to the Summary page.

Construction

Attention is drawn to Clause 44.1 of the General Conditions of Contract and the Contractor must not order the quantities of materials stated in the Bill of Quantities until he has confirmed from the construction drawings or measurement on Site that such quantities are in fact the correct quantities.

—oOo—



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

Department: Tugela Vaal area office

Enquiries: Z Ndamase
Telephone: (096) 428 0211
Cell: 0635469166

WORK INSTRUCTION (SOW) FOR PALISADE FENCING. Document Type: SOW

Job to be carried out onsite:

Risk and safety:

1. The contractor is to develop and submit a SHE plan and it must be approved by the Department's SHE coordinator at least 10 days before any work may commence.
2. The standard Department's colour code chart is to be used when painting/powdering all supplied equipment.
3. All work is to be carried out as per the safety standards as prescribed in the Occupational Health & Safety Act 95 of 1993.
4. All risks are to be identified before commencing with the work.

Scope of Work to be done:

Description	Standard Measurements (mm)	Reinforcing	Standard Fence height & Panel width
Post	2000x140 / 80x230	4x4,5mm x Mild Steel	Fence: 2.4m
Beam	1940x150 / 140x85	4x4,5mm x Mild Steel	Panel: 2.0m
Panel	2370x85 / 80x80	3x4,5mm x Mild Steel	

Palisade Fence Erection:

- * Excavate all the holes for the posts at 2000mm intervals (center to center). Each hole must have the following dimensions: - 400mm long x 400mm wide and 600mm deep.
- o Place the end post plumb in the centre of the hole with the slots tapering down towards the base and the slots in the line of the fence, and fill the hole with concrete, ensuring that the post stays vertical while the concrete cures.
- o Place the second post loose in the second hole.
- o Place the bottom beam (1940mm long) in the lower slot of the first post and the lower slot of the second post.

- Place the second post plumb in the center of the second hole and fill the hole with concrete, ensuring that the post stays vertical while the concrete cures.
- Continue with items 3, 4 and 5 until all posts have been placed.
- Starting at the first two posts place the top beam in the upper slots in the posts, continuing until all top beams have been placed.
- Fix the posts to the beams with bolt, washer and nut, starting at the top beam, using M10-125mm bolts.

Notes:

- Any damages that are caused by the contractor on site (eg building, fence, yard, equipment or asset etc) will need to be repaired by the contractor according to Department's set standards.
- The contractor is to ensure that all work is undertaken during normal working hours on weekdays from Mondays to Fridays. If any work needs to be undertaken over a week-end or on a public holiday, this will have to be arranged and permission gained from Department's personnel before work may commence.
- The contractor is to ensure that housekeeping on his side is always kept up to standard.

FORM OF BID

Contract No.....
for the
.....
To(Name of Employer)
Gentlemen,

Having examined the General and the Special Conditions of Contract, Specifications, Drawings and Schedule of Quantities for the construction of the above named Works, I/We offer to construct, complete and remedy any defects in the said Works in conformity with the General and Special Conditions of Contract, Specifications, Drawings and Schedule of Quantities, save as amended by the Alterations by Bidder (if any), for the sum of

R.....
or such other sum as may be ascertained in accordance with the terms of the Contract.

In the event of there being any errors of extension or addition in the priced Schedule of Quantities, I/We agree to their being corrected by you or by the Engineer acting on your behalf, the rates being taken as correct.

I/We undertake to complete and deliver the whole of the Works comprised in the Contract within the time stated in the Appendix adjusted in terms of the Contract.

My/our* Bid Price is firm/not firm*.

If my/our Bid is accepted, I/We will, when required and within the time stipulated, provide a guarantee of an Insurance Company or a Bank* (to be approved by you) to be jointly and severally bound with me/us for the amount stated in the Appendix for the due performance of the Contract under the terms of a Deed of Suretyship in the form annexed hereto.

The Surety I/We propose is.....
of.....

Unless and until a formal Agreement is prepared and executed, this bid, together with the written acceptance thereof by yourselves or the Engineer acting on your behalf, shall constitute a binding Contract between us.

I/We understand that you are not bound to accept the lowest or any bid you may receive.

Yours faithfully

Signature
Duly authorised to sign on behalf of

Address .
.....
.....

Telephone No.....

Date.....

*Bidder to delete whichever is not applicable

APPENDIX

Special conditions.....
 Address of Employer.....
 Address and telephone number of Engineer.....
 Address and telephone number of Contractor.....
 Amount of Suretyship.....

See Conditions of Contract & Special Provisions
 Department of Water Affairs
 Private Bag X273
 Pretoria, 0001
 Tel No 036 438 8301

a) For contracts with a value in excess of R3 million the amount of suretyship shall be 10% of the contract amount.

b) For contracts with a value equal or less than R3 million the amount of suretyship shall be as follows:
 The greater value

OF
 Value of fixed charge and value related items in Schedule of Quantities.

OR
 If value of contract is R150 000 or less: 0%. If value of contract is more than R150 000 but less than R1 million: 2,5% of the contract amount
 If value of contract is equal or more than R1 million but less or equal to R3 million: 5% of the contract amount.

30 days from the Commencement Date
 Until 30 days issue of Certificate of Completion
 14 days after the Commencement Date
 14 days after receipt of Letter of Acceptance
 Not required
 R1 000 000

.....per cent on the gross remuneration of the workmen and foremen actually engaged
per cent on net cost of materials actually used

16 December to 4 January (both days included)
 plus South African Statutory Public Holidays
 Total period to complete all items.....120 Days
Days
 1/14 % of Contract Amount per calendar day

80% but not more than 10% of Contract Amount
 10 per cent
 No limit
 Not permitted
 Within 28 days after certified date of completion of Works
 12 months
 Court

If the duration of Contract is 6 months or shorter, the Contract Price irrespective of the amount involved shall be fixed and NO price adjustment shall be considered. In respect of all contracts amounting to R1 000 000,00 and less for civil engineering services (works), R500 000,00 and less for building services (works) and R50 000,00 and less for electrical and mechanical services, the contract price shall be fixed irrespective of the duration of contract.

Time within which Surety to be provided.....
 Duration of Suretyship.....
 Time within which Works to be commenced.....
 Programme to be furnished within.....
 Special Risks insurance.....
 Minimum amount of Liability Insurance.....
 Daywork allowances.....**
 Special non-working days.....
 Time for Completion (Employers target).....
 Time for Completion (Bidders offer).....**
 Amount of penalty.....
 Percentage advance on material not yet built into the Permanent Works.....
 Percentage retention.....
 Limit of retention money.....
 Retention Money Guarantee.....
 Delivery of Contractor's final statement.....
 Defects Liability Period.....
 Settlement of disputes to be by reference to.....
 Contract Price Adjustment

Contract Price Adjustment Schedule

Coefficients for calculating Contract Price Adjustment Factor

x = 0,15 a = _____ b = _____ c = _____ d = _____

Price variation of special materials: ** See Clause 49(3)

Special materials, items or portions of the Works concerned	Method by which variation shall be determined	Rate or price for the base month

Period of validity of bid: 90 days from closing date for submission of bids.

DATE

Signature

On behalf of

Notes: * Engineer to delete whichever is not applicable
** Bidder to enter relevant information.
All other information required in the Appendix to be entered by the Engineer.

Appendix.doc
July 2001

AGREEMENT

Contract No.

THIS AGREEMENT made between DEPARTMENT OF WATER AFFAIRS of PRIVATE BAG X313, PRETORIA, 0001 (hereinafter referred to as "the Employer") of the one part and

of
(hereinafter referred to as "the Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works should be constructed,

viz.

and has accepted a Bid by the Contractor for the construction, completion and defects correction of such Works.

NOW THIS AGREEMENT WITNESSES that:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

- (a) The said Bid and Appendix;
- (b) The General and Special Conditions of Contract;
- (c) The Specifications;
- (d) The priced Schedule of Quantities;
- (e) The Appendices and Annexures to the Bid Documents;
- (f) The Drawings;
- (g) The Letter of Acceptance;
- (h) Other (stipulate).....

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned the Contractor undertakes to the Employer to construct, complete and remedy any defects in the Works in conformity in all respects with the provisions of the Contract.

3. The Employer hereby undertakes to pay to the Contractor in consideration of the construction, completion and defects correction of the Works the Contract Price at the times and in the manner prescribed by the Contract.

Signed in the presence of the subscribing witnesses:

At for and on behalf of the Employer on this day
of 20

As witnesses :

- 1. Signature.....
- 2. Capacity

At for and on behalf of the Contractor on this day
of 20

As witnesses :

- 1. Signature.....
- 2. Capacity.....

DEED OF SURETYSHIP

Contract No.

WHEREAS (hereinafter referred to as "the Employer") entered into, on the day of a Contract with (hereinafter called "the Contractor") for the construction of

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of suretyship for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS has/have at the request of the Contractor, agreed to give such security;

NOW THEREFORE WE, do hereby guarantee and bind ourselves jointly and severally as Sureties and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

- 1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
3. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
4. Our total liability hereunder shall not exceed the sum of (R.....)
5. We hereby choose domicilium citandi et executandi for all purposes arising hereof at

IN WITNESS WHEREOF this guarantee has been executed by us at on this day of 20.....

As witnesses: Signature..... Duly authorised to sign on behalf of 1. Address..... 2.

CONDITIONS OF CONTRACT

1. SCOPE OF CONTRACT

1.1 The Contractor shall carry out and complete the Work in accordance with this Contract and in every respect in accordance with the directions and to the reasonable satisfaction of the Employer, who may in his absolute discretion and from time to time issue further drawings, details, instructions, directions and explanations (all of which shall be in writing and which are hereinafter collectively referred to as "Employer's Instructions") in regard to:

- (a) Any variation of the design, quality or quantity of the work or the addition or omission or substitution or any work, provided the total contract amount be not thereby decreased or increased in value by more than 20% ;
- (b) Any discrepancy in the Contract Documents;
- (c) The removal from the site of any materials brought thereon under the Contract and the substitution or any other materials therefore;
- (d) The removal or re-execution of any work executed under the Contract;
- (e) The dismissal from the work of any person employed thereupon;
- (f) The opening up for inspection of any work covered up;
- (g) The amending and making good of any defects under Clauses 13(1), 13(2);
- (h) Cost price items and provisional amounts.

1.2 The Contractor shall send to the Employer at the end of the contract period an account giving full end detailed particulars of all claims for any additional expense to which the Contractor may consider himself entitled and of all extra or additional work ordered by the Employer which he has executed during the contract period and no claim for payment for any such work will be considered and the Contractor shall not be entitled to make payment for any such work which has not been included in such particulars. Provided always that the Employer shall be entitled to make payment for any such work notwithstanding the Contractor's failure to comply with this Condition if the Contractor has at the earliest practicable opportunity notified the Employer in writing that he intends to mere a claim for such work.

2. DRAWINGS AND SPECIFICATION

- 2.1 The Contractor will receive one set of the Specification at a fee of R200. The Contractor shall keep one copy of all Contract Drawings and the Specification on the work and the Employer shall at all reasonable times have access to the same.
- 2.2 None of the documents herein before mentioned shall be used by either of the parties hereto for any purpose other than this Contract.

3. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

- 3.1 The Contractor shall provide everything necessary for the proper execution of the work according to the true intent of the Contract documents whether or not such intent be particularly shown or described, provided that the same is reasonably to be inferred thereon.
- 3.2 If the Contractor finds any discrepancy in the contract documents he shall immediately in writing refer such discrepancy to the Employer for a decision.
- 3.3 Figured dimensions shall be followed in preference to scale.

4. LOCAL AND OTHER AUTHORITIES NOTICES AND FEES

- 4.1 The Contractor shall comply with, and give notices required by any Act of Parliament or by any Regulations or by-laws and any Local Authority, public service company, or other authority, relating to the work, with whose systems are the same or will be connected; and he shall pay and indemnify the Employer against any fees or charges demandable by law thereunder in respect of the work; provided that the said fees and charges if not expressly included in the Contract Sum or stated by way of provisional sum shall be added to the Contract sum and be payable to the Contractor accordingly.
- 4.2 The Contractor, before making any variation from the Contract document necessitated by such compliance shall give the Employer written notice giving the reason for such variation and applying for instructions in reference thereto. If the Contractor within fourteen days does not receive instructions he shall proceed with the work conforming to the provision, regulation or by-law in question and any variation necessitated as aforesaid shall be deemed a variation under Clause 10 hereof and dealt with as such.

5. SETTING OUT OF WORK

The Employer shall furnish to the contractor, either by way of carefully dimensioned drawings or by personal supervision at the time of setting out the work such information as shall enable the Contractor to set out the enclosing walls of the building at Ground level after which the Contractor shall be responsible and shall at his own cost amend any errors arising from his own inaccurate setting out unless the Employer shall decide otherwise.

6. MATERIALS AND WORKMANSHIP TO CONFORM TO DESCRIPTION

All materials and workmanship shall be of the respective kinds described in the Specifications and the Contractor shall upon the request of the Employer furnish him with vouchers to prove that the materials comply therewith. The Contractor shall arrange for or carry out any test of any materials which the Employer may in writing require and the cost thereof shall be added to the contract sum unless provided for in the specifications by way of provisional sums or unless the test shows that the said materials or workmanship are not in accordance with the requirements of this Clause.

7. FOREMAN

The Contractor shall keep on the site a competent Foreman and any instructions given to him by the Employer shall be deemed to be given to the Contractor in pursuance of Clause 1 hereof.

8. ACCESS FOR EMPLOYER TO WORKS

The Employer and his representatives shall at all reasonable times have access to the works and to the workshops and other places where work is being prepared for the Contract.

9. EMPLOYER'S REPRESENTATIVE

The Employer shall appoint an Employer's Representative who shall supervise the construction work on site. Before the start of actual construction work in terms of this Contract, the Employer shall set out in writing the duties and powers of his Representative and a copy of this document shall be delivered to the Contractor.

10. VALUATION OF VARIATIONS

10.1 No variation shall vitiate this contract. All variations authorized in terms of Clause 1 hereof shall be measured and valued by the Employer in agreement with the Contractor in accordance with the following rules:

- (a) The prices in the Contract documents shall determine the valuation of extra work of similar character executed under similar conditions as work priced therein;
- (b) the said prices, where extra works are not of a similar character or executed under similar conditions as aforesaid, shall be the basis for the same so far as may be reasonable;

10.2 In the event of a price not being agreed in terms of this Clause, the Contractor shall give effect to the Employer's Instructions and be paid at the price proposed by the Employer without prejudice to the Contractor's right, to obtain settlement of the disagreement in accordance with Clause 25 hereof.

10.3 The provisions contained in this Clause shall be subject to the express condition that the Contractor shall not be entitled to any payment in respect of variations, unless he shall have given notice in writing to the Employer of his intention to claim extra payment or a varied rate as soon as is practicable and in the case of extras or additional work, before the commencement of the work or as soon thereafter as is practicable.

10.4 The measurements and valuations of the work shall be completed on or before the expiry of the period of maintenance. Interim measurements and valuations shall be made whenever necessary to enable the Secretary to issue certificates under Clause 24 hereof.

11. SPECIFICATION

11.1 The quality and quantity of the work included in the contract sum shall be deemed to be that which is described in the contract drawings and specification. Unless otherwise stated, when items are specified to be provided and fixed in the specification, the specification shall apply even though such items may not be shown on the drawings.

11.2 Any error in description or in quantity and any omission of items from the specifications discovered after the Contract has been signed shall not vitiate this Contract, but shall be rectified and treated as an extra or

omission as the case may be under Clause 10 hereof and the value thereof shall be added to or deducted from the Contract Sum (as the case may be).

12. UNFIXED MATERIALS WHEN TAKEN INTO ACCOUNT TO BE THE PROPERTY OF THE EMPLOYER

Where in any certificate (in respect of which the Contractor has received payment) the Employer has included the value of any unfixed materials or goods intended for and placed on or adjacent to, the Works, such materials or goods shall become the property of the Employer (for any loss or damage to which the Contractor shall be responsible) and they shall not be removed except for use upon the Works, without the authority of the Employer in writing.

13. DEFECTS AFTER COMPLETION

13.1 Any defects shrinkage or other faults which may appear within 6 months from the completion of the Works due to material or workmanship not in accordance with this Contract or to extreme weather conditions occurring before completion of the work shall, within a reasonable time after receipt of the Employer's written instruction, be made good by the Contractor and (unless the Employer shall otherwise decide) at his own cost, provided that the Contractor shall not be required to make good at his own cost any damage by extreme weather conditions which may appear after completion unless the Employer shall decide that such damage is due to injury which took place before completion.

13.2 Any damage to the Contract work caused by and arising from faulty materials or workmanship, occurring within a period of six (6) months after the completion of the Contract work shall be made good by the Contractor at his own cost.

14. ASSIGNMENTS OR SUB-LETTING

The Contractor shall not without the written consent of the Employer assign this Contract or sublet any portion of the Works, provided that such consent shall not be unreasonably withheld to the prejudice of the Contractor.

15. SUB-CONTRACTORS

15.1 All persons executing any work or supplying and fixing any goods for which provisional sums are included in the specifications who may be nominated by the Employer are hereby declared to be Sub-contractors employed by the Contractor and are hereinafter referred to as "nominated Sub-contractors".

15.2 No nominated Sub-contractor shall be employed upon or in connection with the Works, against whom the Contractor shall make reasonable objection.

15.3 No nominated Sub-contractor shall be employed upon or in connection with the Works (save where the Employer and Contractor shall otherwise agree) who will not enter into a Sub-Contract which provides:

(a) That the nominated Sub-Contractor shall indemnify the Contractor against the same obligations in respect of the sub-contract as the Contractor is liable for in respect of this Contract;

(b) That the nominated Sub-contractor shall indemnify the Contractor against claims in respect of -

(i) any negligence by the sub-contractor his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the Contractor;

(ii) any Workman's Compensation Act in force;

(c) That payment shall be made to the nominated Sub-contractor by the Contractor within seven days of the receipt of the Employer's certificate issued in terms of Clause 24 hereof which included the value of the work undertaken by such Sub-contractor.

15.4 Before any such certificate is issued to the Contractor, he shall, if the Employer so requests, submit reasonable proof that the accounts included in previous certificates of all the nominated Sub-contractors have been duly paid and in default thereof the Employer may pay outstanding accounts and subtract such amounts from money due to the Contractor. The exercising of this power shall not be construed as constituting any contractual obligation between the Employer and the Sub-contractor.

15.5 If the Employer wishes to make a final payment to any nominated Sub-contractor before the final payment to the Contractor is due and the Sub-contractor has indemnified the Contractor against any latent defect, then the Employer may include an amount in a certificate issued in terms of Clause 24 hereof to cover the said final payment. After payment thereof to the Sub-contractor, the Contractor shall be exempted from all liability for the workmanship and material covered thereby, except such latent defects as mentioned above and he shall pay to the Sub-Contractor the amount so certified.

16. **INJURY OR DAMAGE TO PERSONS OR PROPERTY**

The Contractor is liable for and hereby indemnifies the Employer against any loss, claim or proceedings of whatever nature in respect of the injury or death of any person or damage to any property arising from the execution of the Works unless due to any negligent act or omission on the part of the Employer.

The successful contractor shall complete with the supervision of the Area Manager, a delegation form on site, to familiarize himself with the contents of Section 37(2) of the Occupational Health and Safety Act, Act 85/1993, before any work is attempt. Indemnity forms will be issued by the Area Manager.

17. **INSURANCE**

17.1 The Contractor shall insure, before and during construction, against loss by fire or storm such portions of the Works (including unapplied material intended to form part of the completed work) as are liable to damage by fire or storm and revolts, strikes, earthquakes and/or explosions, which will be performed during the construction period for the full amount or an estimate of the value of the same accepted by the Employer and shall keep them insured until the Contract Work has been taken over officially by the Employer.

17.2.1 The insurance shall be made out in the joint names of the Employer and the Contractor shall be effected in such office as the Employer may approve.

17.3 The Contractor shall deliver the policies to the Employer and shall pay all premiums, which may be demanded for such insurance during the continuance of the contract and shall produce forthwith the receipts for such premiums when requested by the Employer.

17.4 Should the Contractor fail to insure the buildings and the work embraced by the Contract in terms sated and damage directly or indirectly result in consequence of above mentioned factors the loss shall be borne by the Contractor alone.

17.5 The Employer may, however (failing insurance by the Contractor), insure the Works in his own name with an insurance company, the premiums and deduct the amount of such premiums from the Contract sum or out of any certificates for payment on account of the work. But the Contractor shall not be exonerated from his liability to make good all loss, damage or destruction caused to the work, by or through fire or storm should no policy of insurance have been taken out either by himself or by the Employer.

17.6 All money received under any policy or policies of insurance shall be applied in or towards the rebuilding or reparation of the work destroyed or injured by fire or storm, or caused to be destroyed or injured by or through the effect of fire or storm and all such money received shall upon the written certificate of the Employer, be paid in installments to the Contractor for this purpose. But in case such money shall be insufficient for such purpose, the deficiency shall be made good by the Contractor.

18. **DATE FOR POSSESSION AND COMPLETION**

Possession of the site shall be given to the Contractor within seven days of the signing of the Contract and he shall begin the work within fourteen days of the signing of the Contract and complete the same within the period stipulated in the Specification, except such work as the Employer may instruct him to delay and subject to the provisions for extension of time hereinafter contained.

19. **DAMAGES FOR NON-COMPLETION**

If the Contractor fails to complete the works within the period stipulated in the Contract or within any extended period under Clause 20 hereof, the Employer shall have the right in his sole discretion either to deduct as a penalty from the contract sum an amount of one-fourteenth per cent thereof per day for the period of delay or to claim damages or loss suffered in lieu of such penalty.

20. **DELAY AND EXTENSION OF TIME**

20.1 If the work be delayed by force majeure or by reason of any exceptionally inclement weather or by reason of directions given by the Employer consequential upon disputes with neighboring owners, or by reason of the Employer's instructions given in pursuance of Clause 1 hereof, or in consequence of the Contractor not having received in due time necessary instructions from the Employer for which he shall have specifically applied in writing, or by reason of civil commotion, strike or lock-out affecting any of the trades employed upon the work, or by delay on the part of nominated Sub-Contractors which the Contractor has in the opinion of the Employer taken all practical steps to avoid or reduce, or by the work of other Contractors or Tradesmen engaged by the Employer which is not referred to in the Specifications, then in such case the Employer shall make a fair and reasonable extension of time for completion of the works. The decision of the Employer shall be final and binding upon the parties.

- 20.2 Upon the happening of a strike or lock-out the Contractor shall immediately give notice thereof in writing to the Employer but he shall nevertheless use constantly his best endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the Employer to proceed with the work.
- 20.3 Any dispute or decision in regard to extensions of time shall be deemed to be a dispute or decision coming within the provisions of Clause 25 hereof.

21. FAILURE BY CONTRACTOR TO COMPLY WITH EMPLOYER'S INSTRUCTIONS

If the Contractor after receipt of a written notice from the Employer requiring compliance within seven days fails to comply with such further drawings or Employer's instructions, the Employer may employ and pay other persons to execute any work whatsoever which may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt, or may be deducted by him from any money due or to become due to the Contractor.

22. TERMINATION OF CONTRACT BY THE EMPLOYER

22.1 Default: If the Contractor shall make default in any of the following respects, viz:

- (a) without reasonable cause, wholly suspend the works before completion;
- (b) fail to proceed with the Works with reasonable diligence;
- (c) refuse or to a substantial degree persistently neglect after notice in writing from the Employer to remove defective work or unsuitable material from the site, then if such default shall continue for fourteen days after a written and registered notice to the Contractor from the Employer specifying the same, the Employer may (without prejudice to any other rights herein contained) by written and registered notice terminate this contract, provided that notice hereunder shall not be given unreasonably and that such notice shall be void if the Employer is at the time of the notice in breach of this Contract.

22.2 Insolvency of Contractor:

If the Contractor commits an act of insolvency or if, being a company, it is placed in voluntary or compulsory liquidation, except for the purpose of reconstruction, the Employer may, without prejudice to any other rights herein contained, by written and registered notice terminate this Contract.

22.3 In either of the above cases the following shall apply, viz:

- (a) The Employer may employ and pay a Contractor or other person or persons to carry out and complete the work and such person or persons may enter upon the site and use all materials temporary buildings, plant and appliances thereon and may purchase all materials necessary for the purpose aforesaid.
 - (b) The Contractor shall, if so required by the Employer, assign to the Employer without further payment the benefit of any contract for the supply of materials or work intended for use under this Contract, or for the execution of any work and the Employer shall pay the agreed price (If unpaid) for such materials or work supplied or executed after the said termination of the Contract.
 - (c) If action is taken under this Clause the Contractor shall as and when required remove from the site his temporary buildings, plant, appliances and materials within such reasonable time as the Employer may specify in a written notice to him and in default the Employer may (without being responsible for any loss or damage) remove and sell the same, holding the proceeds less all costs incurred, to the credit of the Contractor.
- (c) Until after completion of the Works under this clause no payment shall be made to the Contractor under this Contract, provided that upon completion as aforesaid and the verification within a reasonable time of the accounts therefore, the Employer shall certify the amount of expenses properly incurred by him and if such amount, added to the money paid to the Contractor before such termination, exceeds the total amount which would have been payable on due completion the difference shall be a debt payable to the Employer by the Contractor and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

23. CESSIONS

The Contractor shall not assign or cede the contract or any part thereof or any benefit or interest therein without the written consent of the Employer.

24. CERTIFICATES, PAYMENTS AND RETENTIONS

- 24.1 The Contractor shall, subject to clause 15 hereof, be entitled to a monthly payment certificate compiled by the Contractor (in conjunction with the Engineer Representative) stating the amount due to him and to payment therefore within thirty days of the date of issue thereof. Each payment certificate shall contain a detailed statement in support of the amount reflected in the certificate.
- 24.2 The amount so due shall be an estimate of the total value of the work duly executed and of the materials and goods delivered upon the site for use in the Works up to and including a date not more than seven days prior to the date of the said certificate less the amount to be retained by the Employer in terms of paragraph (4) of this clause and less any amounts previously paid, provided that such certificate shall include the value of the said materials and goods as and from such time only as they are reasonably and properly brought upon the site and then only if adequately stored and protected against weather or other damage.
- 24.3 Any payment under this Clause shall be regarded as an open payment and both such certificate and such payment shall be subject to revision and adjustment by the Employer at any time if he is of the opinion that the certificates do not accurately represent the proportion of the work done and material supplied, having regard to the total amount of the contract work still remaining to be executed by the Contractor, furthermore no certificate of the Employer shall of itself be conclusive evidence that any work or materials to which it relates are in accordance with this contract.
- 24.4 Each monthly payment certificate shall be subject to a retention by the Employer of an amount equal to ten percent (10%) of the value of the work and materials aforesaid, provided that no retention money shall be retained if a banker's guarantee in the form as prescribed by the Employer is provided by the Contractor.
- 24.5 As soon as in the opinion of the Employer the works shall have been completed for all practical purposes, the Employer shall, on receipt of a written undertaking by the Contractor to finish any outstanding work within the period of maintenance as specified in the Appendix to the Form of Bid, issue a Certificate of Completion in respect of the works and the period of maintenance shall commence from the date of such certificate.
- 24.6 Within fourteen days of the expiration of the period of maintenance or the completion of making good defects under clause 13 hereof, whichever is the later, the Employer shall issue a Final Certificate of the value of the Works executed by the Contractor. Such Final Certificate save as regards all defects and insufficiencies in the Works or materials which a reasonable examination would not have disclosed, shall be conclusive evidence as to the sufficiency of the said Works and materials and of the value thereof.
- 24.7 One half of the retention money retained by the Employer in terms of clause 24(4) shall become due and shall be paid to the Contractor upon the issue of the Certificate of Completion and the other half upon the issue of the Final Certificate.
- 24.8 When by arrangement with the Employer a portion of the works is handed over to the Employer before completion of the whole Works, a pro-rata portion of the retention money may at the discretion of the Employer be paid to the Contractor.

25. SETTLEMENT OF DISPUTES

In case any dispute or difference shall arise between the Employer and the Contractor, either during the progress or after completion of the work, or after termination, abandonment or breach of the Contract, as to the construction of the Contract or as to any matter or thing arising thereunder or as to the withholding by the Employer of any certificate to which the Contractor may claim to be entitled, then the Employer shall authorise a senior official of his staff to determine such dispute of difference by a written decision given to the Contractor. The said decision shall be final and binding on the parties, unless the Contractor within 14 days of the receipt thereof by a written notice to the Employer disputes the same, after which such dispute shall be determined by action to be instituted by the party claiming redress in a competent court of law.

26. RELEASE OF PERFORMANCE BONDS OR GUARANTEES IN LIEU OF RETENTION MONEY

These bonds or guarantees, where applicable, will only be released on written request submitted by the contractor after the dates that these releases may become due in terms of the contract.

27. CONSTRUCTION INDUSTRY DEVELOPMENT BOARD ACT 38 OF 2000

It is a requirement that the Contractor be registered with the Construction Development Board. A Registration certificate or proof of registration in this regard must be included in the bid.

The minimum required CIBD rating for this contract is BSQ.

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

"State" means –

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

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

2.7 Are you or any person connected with the bidder presently employed by the state?

YES

NO

2.7.1 If so, furnish the following particulars:

Name of person/director/trustee shareholder/member:

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES

NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document?

YES

NO

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

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

2.8 Did you or your spouse, or any of the company's directors/trustees/shareholders/members or their spouses conduct business with the state in the previous twelve months?

YES

NO

2.8.1 If so, furnish particulars:

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES

NO

2.9.1 If so, furnish particulars

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES

NO

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors/trustees/shareholders/members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES

NO

2.11.1 If so, furnish particulars:

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE	90
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

2.1 "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

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

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.

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

4. POINTS AWARDED FOR PRICE

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

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

90/10

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

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{\min} = Comparative price of lowest acceptable bid

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

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

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

4

7	2	4
8	1	2
Non-compliant contributor	0	0

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

6. BID DECLARATION

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

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

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

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

8 SUB-CONTRACTING

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

8.1.1 If yes, indicate:

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;

- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

WITNESSES:

1.

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

2.

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



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

This Standard Bidding Document must form part of all bids invited.

It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

The bid of any bidder may be disregarded if that bidder, or any of its directors have-

abused the institution's supply chain management system;
committed fraud or any other improper conduct in relation to such system; or
failed to perform on any previous contract.

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

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

4.2.1	If so, furnish particulars: _____		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars: _____		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars: _____		

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

Signature

Date

Position

Name of Bidder



CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

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

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

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 10 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature

Date

Position

Name of Bidder



NATIONAL TREASURY
REPUBLIC OF SOUTH AFRICA

**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

- 1 Definitions
- 2 Application
- 3 General
- 4 Standards
- 5 Use of contract documents and information; inspection
- 6 Patent rights
- 7 Performance security
- 8 Inspections, tests and analysis
- 9 Packing
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- 22 Penalties
- 23 Termination for default
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- 25 Force Majeure
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- 27 Settlement of disputes
- 28 Limitation of liability
- 29 Governing language
- 30 Applicable law
- 31 Notices
- 32 Taxes and duties
- 33 National Industrial Participation Programme (NIPP)
- 34 Prohibition of restrictive practices

General Conditions of Contract

1 Definitions

- 1 The following terms shall be interpreted as indicated:
- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2 Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3 General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

- 4 Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5 Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause
- 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause
- 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6 Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7 Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8 Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9 Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

- 10 Delivery and documents**
- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.
- 11 Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12 Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13 Incidental services**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14 Spare parts**
- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

- 15 Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16 Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17 Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18 Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19 Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

- 20 Subcontracts** 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21 Delays in the supplier's performance** 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause
- 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22 Penalties** 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23 Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer/Authority actively associated.
- 23.6 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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

- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.
- 28 Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29 Governing language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30 Applicable law**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31 Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32 Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

- 33 National Industrial Participation (NIP) Programme**
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is/ are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

APPLICATION FORM

The Directorate: Supply Chain Management is in the process of compiling a database for the procurement of goods and services with a calculated value of less than R500 000-00 per case.

The aim of this database is to include as many as possible small businesses and Historically Disadvantaged Individuals in the Public Sector Procurement Process.

**DEPARTMENT OF WATER AND SANITATION
DATABASE**

The Department of Water and Sanitation (DWS) is developing a vendor database, which will assist with Requests for Quotations (RFQ's).

**These forms must be completed and returned
to the following address:**

ZWAMADAKA BUILDING
157 SCHOEMAN STREET
PRETORIA
0002

Private Bag X313
PRETORIA
0001

Please complete the form fully – use a black pen.

Please print so that all information is legible. Forms that are not readable or incomplete will be rejected.

DIRECT ENQUIRIES TO THE DATABASE HELPDESK

Siphiwe Nxumalo / Gustavis Makolozi

Mahapa Solly/Maboya Selby

Tel: (012)336 6808 / 336 7461

Tel: (012)336 8017 / 336 6912

Email: nxumalos2@dwa.gov.za /

makolozi@dwa.gov.za / mahapas@dwa.gov.za / maboyas@dwa.gov.za

**PLEASE KEEP COPIES OF REGISTRATION FORM AND ALL DOCUMENTATION SUBMITTED
FOR YOUR OWN RECORDS AS NO COPIES WILL BE MADE BY THE DEPARTMENT**

New form		Update	
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► POINTS TO REMEMBER ◀

DEPARTMENT OF WATER AND SANITATION (DWS)

- **Mandatory field** - Certain fields and documents are mandatory to certain business type only. Please ensure that all fields mandatory to your business type, which are marked as "Mandatory Field", have been completed, and if a field is not applicable to your business type clearly mark it an N/A.
- **Required Documentation** - please refers to the attached table (following page) to determine the mandatory supporting documentation required by you business type. Please ensure that all copies of Mandatory documents (certified copies, where applicable) are attached.
- **Completion of Questions** - Clearly state YES, NO or N/A to questions asked. Do not leave any Mandatory field blank.
- **Certified Documents** - Please ensures that a commissioner of oaths has certified your company registration document. Proof of shareholding certificated. The stamp of certification should be on the front of the document.
- **Copies of documents** - please keep copies of the registration form and all supporting documentation submitted for your own records and ensure that all data is maintained and up to date on a continual basis.
- **Owners, shareholders and partners** - please ensure that the percentages of ownership amount to 100% and that every field is completed for each of the business owners.
- **Certification of correctness** - please ensures that the certifications of correctness is signed and date once all required documents and information have been submitted.
- **Collection points** - completed registration forms and supporting documentation can be delivered to the address on the registration form.
- **Processing of registration** - your completed registration will be processed, and once verified will be approved and you will be issued with a supplier database registration code to be used in all future communication with all of the above role players. This letter of verification be dispatched to the correspondence details supplied. Please note that this administration process will take a minimum of 5 days. Once you registration has been included on the DWS your details will be accessible to the procurement department of DWS.
- **Business Opportunities** - please note that registration on the DWS Database does not guarantee business opportunities
- **Amendment** - please notifies the DWS Database Helpdesk immediately of any changed to the verified information submitted.
- **Queries** - should you have any queries if you require assistance completing the registration form, please contact DWS Database Helpdesk on 012 336 6808 or 7461.
- If a company has more than one office, each office must fill in a separate form, unless the point of transaction is centralized in the company's head office.
- Please note that the key facilities in the database are classified, as commodities and each potential vendor must indicate the commodity/ commodities in which it would like to register for RFQ's.
- The main objective of this process is to enhance transparency and equality on the part of the Department and to facilitate effective communication with its vendors.
- Application must be delivered by hand and must be fully completed with all the relevant documentation attached.
- Please note that inclusion of the name in database does not in any way guarantee any persons, company, service provider vendor, etc. any business from DWS. All procurement will be subjected to the Procurement Policy of the Department of Water and Sanitation.
- It's a condition of bidding that a vendor's taxes must be in order, or satisfactory arrangement must have been made with the Receiver of Revenue to meet His/ her tax obligation. In bids where consortia/joint venture/subcontractors are involved, each party must submit a separate Tax Clearance Certificate.
- Please list a maximum of three(3) commodities for which your company wishes to register with the Department of Water and Sanitation and indicate only your core business activities
- B-BBEE Status level contribution certificate must be attached (NB: Suppliers without certificates will score zero (0) out of a maximum of 10 or 20 points respectively B-BBEE)

Only the main area of business

Classification:	<input checked="" type="checkbox"/>		
Distributor	<input type="checkbox"/>	Manufacturer	<input type="checkbox"/>
Exporter	<input type="checkbox"/>	Repairer	<input type="checkbox"/>
Importer	<input type="checkbox"/>	Sales	<input type="checkbox"/>
Services	<input type="checkbox"/>		

Business Type (Please Tick)

Close Corporation	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Company: Public	<input type="checkbox"/>
Company: Private	<input type="checkbox"/>
Sole	<input type="checkbox"/>

Consortium	<input type="checkbox"/>
Foreign Company	<input type="checkbox"/>
Government/Institution/Organ of State	<input type="checkbox"/>
Joint Venture	<input type="checkbox"/>
Other	<input type="checkbox"/>

Area of Operation

Municipal Area	<input type="checkbox"/>
Provincial	<input type="checkbox"/>
National	<input type="checkbox"/>

Official use

Official use:	
Blacklisted	<input type="checkbox"/>
Reason:	
<input type="text"/>	
Expiry Date:	<input type="text"/>

GPS Coordinates:	
Latitude	<input type="text"/>
Longitude	<input type="text"/>

Primary contacts

Contact Name & Surname	
Position	
Phone Number	
Fax Number	
Mobile Number	
Email Address	
ID number	

SHAREHOLDERS DETAILS

Name of Shareholder	RSA Resident	ID Number	Male	Female	Black	White	Disabled	% Owned	Date From

*Indicate YES or NO

BEE STATUS OF CONTRIBUTION

BEE Status level of contribution	Number of points (BEE system)	Number of points (20/20 system)	Provisional
1	10	20	
2	9	18	
3	8	16	
4	6	12	
5	4	8	
6	3	6	
7	2	4	
8	1	2	
Non-Compliant Contributor	0	0	

SMME STATUS OF YOUR ENTERPRISE: (Mandatory)

- Please use the table below to determine the SMME Status of your enterprise
- Please x the relevant box in each column

A Sector	B Full time paid employees (or less)				C Annual Turnover (millions) (or less)				D Total Gross asset value (property excluded) (millions)			
	Medium	Small	Very Small	Micro	Medium	Small	Very Small	Micro	Medium	Small	Very Small	Micro
Agriculture	100	50	10	5	4	2	0.4	0.15	4	2	0.4	0.1
Mining and Quarrying	200	50	20	5	30	7.5	3	0.15	18	4.5	1.8	0.1
Manufacturing	200	50	20	5	40	10	4	0.15	15	3.75	1.5	0.1
Construction	200	50	20	5	20	5	2	0.15	4	1	0.4	0.1
Retail and Motor trade	100	50	10	5	30	15	3	0.15	5	2.5	0.5	0.1
Wholesale Trade	100	50	10	5	50	25	5	0.15	8	4	0.5	0.1
Catering, Accommodation	100	50	10	5	10	5	1	0.15	2	1	0.2	0.1
Transport, Storage	100	50	10	5	20	10	2	0.15	5	2.5	0.5	0.1
Finance & Business Services	100	50	10	5	20	10	2	0.15	4	2	0.4	0.1
Repairs / Allied Services	100	50	10	5	30	15	3	0.15	5	2.5	0.5	0.1
Communications IT	100	50	10	5	20	10	2	0.15	5	2.5	0.5	0.1
Other Trade	100	50	10	5	10	5	1	0.15	2	1	0.2	0.1
Commercial Agents	100	50	10	5	50	25	5	0.15	8	4	0.5	0.1

SMME status of your enterprise: (Please x the relevant box)

(According to SMME table above) Compulsory)

Micro	
Very Small	
Small	
Medium	
Large	

Locality (Choose one) Mark X	
Rural Area	
Urban Area	

CONFLICT OF INTEREST Declaration - SBD 4

Are you or any person connected with you company currently working as an employee in any organ of state? If "YES", furnish the following particulars: Yes No

Name of person/director/shareholder/member

Name of institution to which the person is connected

Name of state institution to which the person is connected

Position occupied in the state institution

Any other particulars

Have you or your spouse, or any of the company's directors/shareholders/members/partners or their spouses conducted business with the state or any organ of the state for the previous 12 months? Yes No

If "YES", furnish particulars:

--

Do you, or any person connected with your company have any close relationship (family, friend, other) with a person employed by the state or an organ of state? Yes No

If "YES", furnish particulars:

--

Do you, or any person connected with your company have any close relationship (family, friend, other) with any official working in our establishment? Yes No

If "Yes", furnish particulars:

--

Are your company currently servicing on any structures of our establishment? Yes No

If "Yes", furnish particulars:

--

Is there any other relevant information that you would like to disclose? Yes No

If "Yes", furnish particulars:

--

**CERTIFICATION OF CORRECTNESS OF INFORMATION
SUPPLIED IN THIS DOCUMENT**

I/We the undersigned is/ are duly authorized to do so, on behalf of the firm certify that:

- 1 The information supplied is correct.
- 2 All copies of relevant information are attached.
- 3 The BEE points claimed are correct and based on owners/shareholders who are actively involved in the day to day management of the enterprises.
- 4 I take note the payment will be effected 30 days after delivery of an original invoice.
- 5 If I am classified as a dependant service provider/ Labour broker as started in the fourth schedule of the Income Tax act I hereby authorize the SARS to deduct PAYE and duple me with a yearly IRP 30 (only if no valid Labour Broker certificate can be supplied.)

Signature of authorized person

Date

Name and Surname: _____

Capacity: _____

On behalf of the (supplier's name): _____

Signed and sworn to before me at _____

On this the _____ day of _____ by the deponent, who has acknowledged and that he/she has no objection to taking the prescribed oath, and the prescribed oath will be binding on his/ her conscience.

Commissioner of Oaths

**FAILURE TO COMPLETE THIS DOCUMENT IN FULL AND/OR TO SUBMIT THE REQUIRED DOCUMENTS,
WILL RESULT IN THE APPLICATION NOT BEING CAPTURED AND RETURNED**

BY ORDER: SUPPLY CHAIN MANAGEMENT



ENTITY MAINTENANCE

HEALTHCARE USE ONLY

Reference no.	<input type="text"/>	Registered
Entity name	<input type="text"/>	Date registered: <input type="text"/>
	<input type="text"/>	Withdrawn
	<input type="text"/>	Date verified: <input type="text"/>
Entity number	<input type="text"/>	Captured
Remarks	<input type="text"/>	Date captured: <input type="text"/>
	<input type="text"/>	Authorised
	<input type="text"/>	Date authorised: <input type="text"/>

IMPORTANT INFORMATION TO SUPPLIER

We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank. We understand that the credit transfers hereby authorised will be processed by computer through a system known as 'ACB- Electronic Fund Transfer Service', and we understand that no additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

We understand that the Department will supply a payment advice in its normal way, and that it will indicate the date on which the funds will be made available in my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post. Please ensure information is validated as per required bank criteria.

We understand that bank details provided should be exactly as per the records held by the bank.

We understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

SUPPORTING DOCUMENTATION MUST ACCOMPANY THIS FORM
ALL RELEVANT FIELDS MUST BE COMPLETED
THE ACCOUNT MUST BE IN THE NAME OF THE SUPPLIER AND NO 3RD PARTY PAYMENTS WILL BE ALLOWED

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

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

Section B: Company/Personal Details

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

Section C: Address- Detail

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



ENTITY MAINTENANCE (continuation page)

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

Account Name	<input style="width: 100%;" type="text"/>		
Account Number	<input style="width: 100%;" type="text"/>		
Bank Name	<input style="width: 100%;" type="text"/>		
Branch Name	<input style="width: 100%;" type="text"/>		
Branch Number	<input style="width: 100%;" type="text"/>		
*ID Number	<input style="width: 100%;" type="text"/>		
Passport Number	<input style="width: 100%;" type="text"/>		
**Company Registration Number	<input style="width: 100%;" type="text"/>		
***CC Registration	<input style="width: 100%;" type="text"/>		
****Please include CC/CK where applicable	<input style="width: 100%;" type="text"/>		
Practise Number	<input style="width: 100%;" type="text"/>		
****Trust Number	<input style="width: 100%;" type="text"/>		

Account Type

Cheque Account

Savings Account

Transmission Account

* Compulsory for individuals

**Compulsory for companies

***Compulsory where applicable

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

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

BANK STAMP

Contact Number

Signature of Bank Official	Print Name	<input style="width: 100%;" type="text"/> Date (dd/mm/yyyy)
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Section E: Contact Details of Supplier

Telephone

Fax

Mobile (Cell no.)

E-mail Address

Contact Person

Signature of Supplier	Print Name	<input style="width: 100%;" type="text"/> Date (dd/mm/yyyy)
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Section F: Contact Details of DWS Office (For official use only - officials with signing authority only)

Office

Telephone

Fax

E-mail Address

OFFICIAL STAMP

Signature of DWS Official	Print Name	<input style="width: 100%;" type="text"/> Date (dd/mm/yyyy)
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VENDOR MASTER MAINTENANCE (Continuation page)

SECTION F: Vendor's Bank Details

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/We understand that the credit transfers hereby authorised will be processed by computer through a system know as the "ACB ELECTRONIC FUND TRANSFER SERVICE", and I/we also understand that no additional advice of payment will be provided by my/our bank, but details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements)

I/We understand that the Department will supply a payment advice in the normal manner, and that it will indicate the date on which the funds will be made available in my/our account.

This authority may be cancelled by me/us by giving thirty (30) days notice by prepaid registered post.

Please ensure the information is validate as per required bank screens

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

Initials and Surname of Vendor

Authorised Signature of Vendor

d	d	m	m	y	y

Registered name of Account Holder

Bank Name

Branch Name

Branch Code

Account Number

ID Number *Compulsory for individuals

Passport Number

**Company Registration Number **Compulsory for Companies

***CC/CK Registration Number ***Compulsory where applicable

Practice Number

DATE STAMP OF BANK
CERTIFIED AS CORRECT

TYPE OF ACCOUNT Indicate with X	It is hereby confirmed that the details have been verified against the following screens:	
<input type="checkbox"/> 1 Cheque Account	FNB ABSA - CIF Screen - Hogans System on the CIS4 STD Bank - Look - Up - Screen: Nedbank - Banking Platform under the Client Details Tab	
<input type="checkbox"/> 2 Savings Account		
<input type="checkbox"/> 3 Transmission Account		

Initials and Surname (Bank Official) who verified information against the relevant Bank Screen

Bank Branch and Town/City where information has been verified

d	d	m	m	y	y

Signature (Bank Official) who verified information

Telephone Number of Bank who verified information



DEPARTMENT OF WATER AND SANITATION

1 VENDOR MASTER REGISTRATION AND MAINTENANCE

1.1 Supplier detail verification:

National Treasury has implemented an electronic verification system (Safety Web) to verify the banking details of all Vendors with the Commercial Banks.

This means that the Vendor details for verification must be exactly the same as the record of the Banks, e.g.:

a) Individuals:

"Details should not be recorded as trading as, but as per the records of the particular Bank *(If the name of a vendor with the Bank is in a certain language, capture as it is with the Bank);*"

ID number is a compulsory field for individuals *(The Banks do verify the ID number and reject the supplier details if this information is not included or incorrect).*

b) Close Corporations:

"The name must end with CC or BK;"

"Registration number ends with 23;"

If verified details requires a CK in front or the back of the company registration number, e.g. CK1999/123456/23 or 1999/123456/23 CK it should be captured as such.

Estate Late: Must have an ID number (If the account was not closed and a new account opened in Estate Late it will be the same as if the account was opened when the person was still alive.

Attorneys/Doctors: ID number (For individuals) or Company registration number (If registered as a CC).

c) Companies:

"Company registration details have to be captured with the slash (e.g. 1195/012564/07);"

Use the table below as guideline.

Type of Entity	Company registration number	Wording that should appear in the name
Close Corporation	2000 000000 23	CC/BK
Private Company	2000 000000 07	Pty Ltd Edms Bpk/Eiendoms Beperk/ Proprietary Limited/Pty Limited/Proprietary Ltd/ Edms Beperk/ Eiendoms Bpk
Public Company	2000 000000 06	Ltd/Bpk/Beperk/Limited
Trust	ITOOI 00	Not all Trusts have registration numbers and in such a case the ID number must be used.
Incorporated under Section 21	2000 000000 08	
Incorporated	2000 000000 21	Inc. ling

Before any details can be captured on Safetyweb, by Head Office for verification, the Vendor must provide the department with the banking details as captured and recorded with their banker. These details must be verified by the Bank against the following screens:

- i FNB - information must be according to the HOGAN System on the CIS4
- ii NEDBANK - Banking Platform under the Client Details Tab

- iii **ABSA** - information as captured on the CIF screen
- iv **Standard Bank** - information as per look-up-screen

Please note that the Banks will not provide these screens to the Vendor/Department but will merely validate the Vendor's details against these screens.

1.2 Capturing of Vendor details:

Herewith some standard rules to comply with when capturing Vendor details:

- i Do not leave spaces and use only numeric characters in the account number field.
- ii Under no circumstances use the details on the cheque for verification of the name. Departments must verify the registered name of the company at the Bank.

1.3 Vendor master maintenance form:

The attached Vendor Master Maintenance form must be completed by Vendors, Contractors and all Departmental staff that will be incorporated into the Trading Account.

No alterations to the form will be accepted, and the form should not be scanned and e-mailed.

Section A:

To be completed by the relevant Department of Water Affairs Office.

Sections B, C, D and E:

The Vendor must complete all the required fields.

Section F:

The Vendor must complete all required fields. Take note that the section must be fully signed (initials and surname as well as signature) by the Vendor as well as the Bank Official (including bank stamp).

General:

Please note that each SAP Vendor Master form must be supported by copies of one of the following documentation:

"Persal - Printout of function 4.3.1 (Enquiry: Specific Personal Particulars);"

"Individual - ID document;"

Company - Tax Clearance certificate or CK1 or SARS notice of registration or Tax invoice with printed VAT-number. If not register for VAT an ID document of owner and signed declaration that the company is not registered for VAT.

Please ensure that all the fields are completed and that the information is clearly readable.

1.4 Payment terms:

The payment term defines the terms of cash discount percentages and payment methods.

The Vendor should indicate, in the space provided on the Vendor Master Maintenance Form what their payment terms are, e.g.:

- Z007 Payable immediately Due net
- Z001 Within 30 days Due net
- Z010 Within 30 days 1.5% Discount
- Z011 Within 30 days 2% Discount
- Z012 Within 30 days 2.5% Discount

Other payment terms will be applied on an ad-hoc basis, but it is the responsibility of the relevant Regional Office/ Construction Scheme to negotiate/inform their Vendors of this decision.

1.5 Contact persons:

All completed Vendor Master Maintenance Forms must be returned to the relevant Department of Water and Sanitation.

ANNEXURE 1 Required Documentation Checklist

Please ensure that all listed documentation below is attached (where applicable) to the registration form.
All documentation is to be provided in its original format and/or certified.

Document Name	Please tick submitted documents attached
Original Valid Tax Clearance Certificate / VAT Registration	
Certified Copy of Company Registration Certificate (CK/CM Agreement)	
Certified copy of the valid B-BBEE Certificate	
Certified copies of ID documents	
Certified copy of Compliant accreditation Certificates	
Verification Letter of Bank (completed by bank) / Bank Stamp	
Any relevant independent agency ratings / industrial endorsement	
Valid Health Certificate (for Catering as Commodity)	
BAS Form/SAP Form	
Proof of Ownership / Shareholding Certificate	
Company Profile	
Other (please specify):	

For official use only			
Captured by:		Date:	
Status:	Approved	Declined	Awaiting Approval
Done VAT Checked	Yes / No	Reason if "No":	
Summary Report	Yes / No	Reason if "No":	

LIST OF COMMODITIES FOR BIDDING TO THE CONTRACT

Advertisement & Recruitment		
Advertising and Promotional Material	Forensic Investigations	
Aerial photography & Mapping	Frames and art work	
Air-Conditioning services	Fresh Produce and Fruits supplies	
Auctioneering Services	Fuel and Lubricants	
Audio Visual & Conference Equipment	Furniture	
Auditing Services	Furniture Removals	
Auto and Electrical repairs	Geological Consulting services	
Bakery services	GPS Instruments and cameras	
Bar codes and Magnetic cards	Ground Water Development and Modeling	
Boats and Maintenance / Repairs and services	Ground Water Exploration	
Branding and Graphic design	Hardware and Spares	
Building Materials & Construction works	Hire and Maintenance of boats	
Business cards	Hiring of Chairs, Tents, Tables and Toilets	
Cadastral Surveying	Hiring of Sound System and Equipment	
Calibration of glassware and Equipments	Household & Electrical appliances	
Capacity Building Services	Hydrological data logging Instrumentation	
Catering Service	Hydrological Equipment and Services	
Civil Engineering Research and Development	Impact assessment on water use and waste	
Cleaning Service	Industrial Equipment	
Computer consumables	Installation of blind & Carpets	
Computer Software & Hardware	Institutional Design and organisational Development	
Computer Training	Instrumentation of Dam Safety Monitoring	
Confectionery services	Lab chemicals and lab consumables	
Conference Facilities & Venue	Lab Instruments & Equipments	
Consulting Service	Laboratory algal and microbial cultures	
Consumable supplies	Laboratory animals and feed	
Corporate Gifts and Promotional material	Laboratory gas	
Courier services	Laboratory services	
Cutlery and Crockery	Laundry and Dry cleaning Services	
Dairy & Frozen Products	Legal Services	
Developing and implementing civil organisation training	Library online subscription services	
Disability Aid Equipments	Linen and bedding material	
Diving Service	Locksmiths Services	
Drilling Service	Meat & Poultry supply	
Driving Lesson Services	Mechanical Works	
Electrical works	Medical & First Aid Equipment supplies	
	Occupational health and Safety	

Entertainment and Theatre Drama services	Office Equipment
Environmental Impact Assessment	Office Refurbishment
Event Equipment Hire	Outboard motor fuel and Lubricants
Event Management	Outboard Motors & Servicing
Fire Fighting equipment / Services	Performing Arts
Florist & Interior Deco Services	Pest Control Services
Photographic services	Team Building & Strategic Planning
Plumbing works	Tracing Agents
Policy and Strategy Development	Trailers / Equipment and Services
Printing Services	Training and Development
Proficiency Testing Scheme	Translation services
Project Management and Development	Transport & Rental Service
Protective Clothing and & Equipment	Travel and Accommodation Services
Removal of Laboratory waste	Uniform Supplies
Safety checks of Equipments	Water cooler bottle supply
Sanitary & Hygiene Services	Water purification
Screening / Medical testing of Laboratory personnel	Water Resource studies
Security Service	Water re—use management
Security Systems and Equipment	Water rights investigation
SMME Development	Water service development plan support
Social impact assessment	Water tank supply
Stationery	Water use analysis
Supply & Delivery of Journals/Magazines	Workshop Machinery & Equipments
Supply and delivery of Library books	
Supply and Delivery of newspapers	
Survey Equipment/Instruments & Service	
Construction Equipment	Cementitious material (e.g. meter cure, pozzolith, Rheobuild)
Construction Consumables	Concrete additives
Fuel and Lubricants	Rip rap
Building Materials	Blasted rock
General Hardware	Bricks
Construction Services	Curing compound
Engineering Services	Timber
Project Management Services	wire mesh
Professional Services	Floor tiles
Advertising and Marketing Services	Roof tiles
Gifts and Promotional Items	Hire of lifts
Archaeology	Hire of mobile toilets
Building Maintenance Services	Architectural Services
Plant Maintenance Services	Paving bricks
Water and Environmental Services	Training
Office Automation Services	Security services
Engineering Spares	River Sand washed

Plant Equipment	Crusher Dust	
Medical Equipment and Supplies	Ready Mix Concrete bags	
Laboratory Equipment	Flanges	
Food and Beverages	Land Surveyors and Valuations	
Information Technology Services	Cement/ Cement bags	
IT Peripherals		
Pipe ,valves and fitting		
Fencing material and services		
Sanitation services		
OTHERS NOT LISTED		

NB: Suppliers must register for a maximum of only (3) commodities, those who register for more will be disqualified.