



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

DUE AT 11:00

ON

(15 OCTOBER 2015)

BID W1058 (WTE)

**LINING AND REHABILITATION OF LEFT CANAL AND BULK MAIN SIPHON FOR
ELANDSKLOOF WORKS NEAR VILLIERSDORP IN THE WESTERN CAPE FOR
DWS CONSTRUCTION SOUTH**

SUBMIT BID DOCUMENTS TO:

POSTAL ADDRESS:
DEPARTMENT OF WATER AND SANITATION
PRIVATE BAG X313
PRETORIA, 0001

OR TO BE DEPOSITED IN:
THE BID BOX AT THE ENTRANCE
OF ZWAMADAKABUILDING
157 FRANCIS BAARD STREET
PRETORIA, 0002

Compulsory Briefing Session

Date: 22 September 2015

Time: 10:00am

Venue: Department of Water & Sanitation, VILKO Board Room, Villiersdorp.

BIDDER: (Company address and stamp)

COMPILED BY: DIRECTORATE CONSTRUCTION

DEPARTMENT OF WATER AND SANITATION

BID W1058 (WTE)

**LINING AND REHABILITATION OF LEFT CANAL AND BULK MAIN SIPHON FOR ELANDSKLOOF
WORKS NEAR VILLIERSDORP IN THE WESTERN CAPE FOR DWS CONSTRUCTION SOUTH**

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INVITATION TO BID

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

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

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

BID DOCUMENTS MAY BE POSTED TO: Director- General: Department of Water and Sanitation
Private Bag X313
PRETORIA, 0001
Attention: Supply Chain Management Office
At the entrance of ZwaMadaka Building

OR

DEPOSITED IN THE BID BOX SITUATED AT 157 FRANCIS BAARD STREET, ZWAMADAKA BUILDING, PRETORIA, 0001

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

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

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

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

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

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

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

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

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR

A REGISTERED AUDITOR
[TICK APPLICABLE BOX]

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? YES or NO
PROOF] [IF YES ENCLOSE

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: Ms. Julia Dirane

Tel: (012) 366 7780

Fax: (012) 325 6963

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

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr. M. Röhrs

Tel: (021) 867 0163

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

DEPARTMENT OF WATER AND SANITATION

BID W1058 (WTE)

LINING AND REHABILITATION OF LEFT CANAL AND BULK MAIN SIPHON FOR ELANDSKLOOF WORKS NEAR VILLIERSDORP IN THE WESTERN CAPE FOR DWS CONSTRUCTION SOUTH

SECTION 1: LEGALITIES

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2. Instructions to Bidders: Purchases (ANNEXURE 7)
3. Tax Clearance Requirements (SBD 2)
4. Declaration of Interest (SBD 4)
5. The National Industrial Participation Programme (SBD 5)
6. Preference Points Claim in terms of the Preferential Procurement Regulation, 2011 (SBD 6.1)
7. Declaration of Bidders Past Supply Chain Management Practices (SBD 8)
8. Certificate of Independent Bid Determination (SBD 9)
9. General Conditions of Contract
10. Vendor Master Form (SAP)

COMPULSORY DOCUMENTS TO BE SUBMITTED WITH THE BID AT CLOSING DATE

11. A original and Valid Tax Clearance Certificate

DEPARTMENT OF WATER AND SANITATION

BID W1058 (WTE)

**LINING AND REHABILITATION OF LEFT CANAL AND BULK MAIN SIPHON FOR ELANDSKLOOF
WORKS NEAR VILLIERSDORP IN THE WESTERN CAPE FOR DWS CONSTRUCTION SOUTH**

1. INSTRUCTIONS TO BIDDERS

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1. Issuing of documents
2. Queries with respect to this bid
3. Completion of Bids
4. Submission of Bids
5. Signature on Bids
6. General Conditions of Contract
7. Form SBD 1
8. Preference Points
9. Bids to comply with documents
10. Telegraphic bids
11. The Department's right to decline any bid
12. Department is not liable for bidder's expenses
13. Payments made under this contract
14. Evaluation Criteria
15. Rejection of bids
16. Results of bids

INSTRUCTIONS TO BIDDERS

1. ISSUING OF DOCUMENTS

- (a) A complete set of bid documents are issued to a prospective Bidder. These documents are obtainable from:

Supply Chain Office
EntranceEmanziniBuilding
173 Francis Baard Street
PRETORIA
0002

Tel.: 012-336-7418 or 336 6897 / 6976

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

2. QUERIES WITH RESPECT TO THIS BID

Queries of a specific technical nature may be discussed personally or telephonically with Mr. M. Röhrs, telephone (021) 867 0163 or may be directed in writing to: The Director: Construction Management Support, Department of Water and Sanitation, Private Bag X313, PRETORIA, 0001.

3. COMPLETION OF BIDS

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

4. SUBMISSION OF BIDS

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

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

"ORIGINAL BID FOR BID W1058 (WTE): LINING AND REHABILITATION OF LEFT CANAL AND BULK MAIN SIPHON FOR ELANDSKLOOF WORKS NEAR VILLIERSDORP IN THE WESTERN CAPE FOR DWS CONSTRUCTION SOUTH"

and the name of the Bidder shall be clearly shown.

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

"DUPLICATE OF ORIGINAL BID FOR BID W1058 (WTE): LINING AND REHABILITATION OF LEFT CANAL AND BULK MAIN SIPHON FOR ELANDSKLOOF WORKS NEAR VILLIERSDORP IN THE WESTERN CAPE FOR DWS CONSTRUCTION SOUTH"

and the name of the Bidder shall be clearly shown.

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

"ORIGINAL BID FOR BID W1058 (WTE): LINING AND REHABILITATION OF LEFT CANAL AND BULK MAIN SIPHON FOR ELANDSKLOOF WORKS NEAR VILLIERSDORP IN THE WESTERN CAPE FOR DWS CONSTRUCTION SOUTH"

and the name of the Bidder shall be clearly shown.

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

5. SIGNATURE ON BIDS

The Bid, if by an individual, must be signed by that individual or by someone on his behalf duly authorised thereto and proof of such authority must be produced. If the bid is by a Company it must be signed by a person duly authorised thereto by a Resolution of a Board of Directors a copy of which Resolution, duly certified by the Chairman of the Company is to be submitted with the bid.

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

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

- (a) The original or a notarially certified copy of the original document under which such joint venture was constituted which must define precisely inter alia the conditions under which the joint venture will function, its period of duration and the participation of the several constituent persons and/or companies and/or firms.
- (b) A certificate signed by or on behalf of each participating person and/or company and/or firm authorising the person who signed the bid to do so.

6. COMPULSORY SITE INSPECTION

Attendance is required at a site meeting where bidders may familiarize themselves with aspects of the proposed services and raise questions . Bidders must acquaint themselves with the site conditions Failure to attend these inspections will invalidate the bid. Details of the compulsory inspection are as follows:

Location/Venue: Villiersdorp, VILKO Board Room
Date: TO BE SUPPLIED BY HEAD OFFICE
Starting Time: 09h00

Any queries, contact:
Manfred Röhrs
Tel: 021 867 0163

7. GENERAL CONDITIONS OF CONTRACT

The SAICE General Conditions of Contract 2010 shall be regarded as an integral part of the contract documents along with the National Treasury General Conditions of Contract. Shall any conflict exist between these General Conditions of Contract, the SAICE General Conditions of Contract shall be the overriding document.

8. FORM SBD 1

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

9. PREFERENCE FOR EQUITY OWNERSHIP

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

NOTICE TO ALL POTENTIAL BIDDERS

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

10. BIDDERS TO COMPLY WITH DOCUMENTS

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

11. TELEGRAPHIC BIDS

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

12. THE DEPARTMENTS RIGHT TO DECLINE ANY BID

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

13. DEPARTMENT NOT LIABLE FOR BIDDER'S EXPENSES

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

14. PAYMENTS UNDER THE CONTRACT

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

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

15. EVALUATION CRITERIA

The evaluation Committee will be following a phased approach during the evaluation.

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 phase 2 evaluation.

- (a) An original and valid tax clearance certificate
- (b) Comprehensive data sheets/technical brochures and/or information which provide complete manufacturer's technical details of the specified product offered in this bid.
- (c) The complete pricing schedule (SBD 3.2) (If any confusion exists with the bidding price, then the price that the Bidder noted in SBD 3.2 shall be taken as the correct price).
- (d) Completion and inclusion of standard bidding documents.
(SBD1, SBD4, SBD6.1, SBD8, SBD9)
- (e) Company registration certificate (original or certified copy) Attach CIPRO/CIPC documents (original or certificates) and certified copies of Identities of all Directors

- (f) Company must be registered with the UIF and it must be indicated on tax Clearance certificate. Letters issued out for bidding purposes from the Department of Labour will also be accepted.
- (g) Submit a current (may not be older than twelve (12) months) letter of good standing with the COID with the bid documents. Letters issued out for bidding purposes from the Department of Labour will also be accepted.
- (h) Attendance of compulsory briefing session.

**Phase 2
Technical Compliance:**

The bid will be evaluated using the below criteria and failure to comply with all the specifications as listed will render your bid as not to specification and non-responsive and the bid will not be considered for the phase 3 evaluation.

- (a) Standard Specifications as set out under Section 3: Specifications and the compliance thereof
- (b) The bid will be rendered non-responsive if the bidder fails to complete the "Comply / Not Comply" section in the specification under Section 3: Specifications

**Phase 3
Evaluation of price and preference points claimed:**

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

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

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

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

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

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

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

16. REJECTION OF BID

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

17. RESULTS OF BIDS

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

DEPARTMENT OF WATER AND SANITATION
INSTRUCTIONS TO BIDDERS: PURCHASES

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

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, must complete the Declaration Certificate for Local Production and Content Form (SBD 6.2), 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
November 2011

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

Empty text box for purpose of 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.

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 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.

¹"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.

²"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.
.....

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

<p>This document must be signed and submitted together with your bid</p>

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.
 - or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
 - or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
 - or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number	Closing date:.....
Name of bidder.....	
Postal address	
.....	
Signature.....	Name (in print).....
Date.....	

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 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not 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

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

- 2.17 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

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

Where

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
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:.....
.....
.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

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

Js914w 2



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.

- o The General Conditions of Contract will form part of all bid Documents and may not be amended.
- o 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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- 21 Delays in the supplier's performance
- 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 Makoloi

Mahapa Solly/Maboya Selby

Tel: (012)336 6808 / 336 7461

Tel: (012)336 8017 / 336 6912

Email: nxumalos2@dwa.gov.za /

makoloig@dwa.gov.za/mahapas@dwa.gov.za/mahovas@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)

Prospective suppliers are invited to complete the following application:

BUSINESS PARTICULARS

Name of Business

--

Trading Name

--

Business Registration Number

				/									/		
--	--	--	--	---	--	--	--	--	--	--	--	--	---	--	--

VAT Registration Number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Income Tax Number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

PAYE Number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Street Address

Postal Code							

Postal Address (if different from street address)

Postal Code							

Telephone: (including area code)

--	--	--	--	--	--	--	--	--	--	--	--	--

Fax: (including area code)

--	--	--	--	--	--	--	--	--	--	--	--	--

Email Address:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Website URL:

Local Municipality:

Only the main area of business

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

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:	
Expiry Date:	<input type="checkbox"/>

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

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

B-BBEE Status level of contributor	Number of points (90/10 system)	Number of points (80/20 system)	Please tick
1	10	20	
2	9	18	
3	8	16	
4	5	12	
5	4	8	
6	3	6	
7	2	4	
8	1	2	
Non-Compliant Contributor	0	0	

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		
HEAD OFFICE USE ONLY	Reference no. <input type="text"/>	<input type="text"/>
	Entity name <input type="text"/>	Date registered: <input type="text"/>
	<input type="text"/>	<input type="text"/>
	Entity number <input type="text"/>	Date verified: <input type="text"/>
	Remarks <input type="text"/>	Date captured: <input type="text"/>
	<input type="text"/>	Date authorised: <input type="text"/>

IMPORTANT INFORMATION TO SUPPLIER

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 known as "ACB- Electronic Fund Transfer Service", and I/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).
I/we understand that the Department will supply a payment advice in the 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 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.

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="checkbox"/> CC <input type="checkbox"/> Other (Specify) <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"/>



ENTITY MAINTENANCE (continuation page)

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

Account Name	<input type="text"/>	
Account Number	<input type="text"/>	
Bank Name	<input type="text"/>	Account Type <input type="checkbox"/> Cheque Account <input type="checkbox"/> Savings Account <input type="checkbox"/> Transmission Account * Compulsory for individuals
Branch Name	<input type="text"/>	
Branch Number	<input type="text"/>	
*ID Number	<input type="text"/>	
Passport Number	<input type="text"/>	
**Company Registration Number	<input type="text"/>	**Compulsory for companies
***CC Registration	<input type="text"/>	***Compulsory where applicable
****Please include CC/CK where applicable		
Practise Number	<input type="text"/>	
****Trust Number	<input type="text"/>	

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

Contact Number ()

BANK STAMP

Date (dd/mm/yyyy)

Signature of Bank Official

Print Name

Section E: Contact Details of Supplier

Telephone	(<input type="text"/> <input type="text"/> <input type="text"/>) <input type="text"/>
Fax	(<input type="text"/> <input type="text"/> <input type="text"/>) <input type="text"/>
Mobile (Cell no.)	<input type="text"/>
E-mail Address	<input type="text"/>
Contact Person	<input type="text"/>

Signature of Supplier

Print Name

Date (dd/mm/yyyy)

Section F: Contact Details of DWS Office (For official use only - officials with signing authority only)

Office	<input type="text"/>
Telephone	(<input type="text"/> <input type="text"/> <input type="text"/>) <input type="text"/>
Fax	(<input type="text"/> <input type="text"/> <input type="text"/>) <input type="text"/>
E-mail Address	<input type="text"/>

OFFICIAL STAMP

Signature of DWS Official

Print Name

Date (dd/mm/yyyy)



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

SAP

Version 2
03-Dec-07

VENDOR MASTER MAINTENANCE

OFFICE USE ONLY	Created by	<input type="text"/>	Authorise by	<input type="text"/>
	Date created	<input type="text"/> d d m m y y	Date authorised	<input type="text"/> d d m m y y

SECTION A: OFFICE (DWS) REQUESTING VENDOR MASTER (For official use only)

Indicate with and X New Vendor Information Update Vendor Information

Office

Official's initials and Surname

Official's Signature

Telephone Fax no

OFFICE DATE STAMP

SECTION B: PERSONAL DETAIL OF VENDOR

Registered Name of Vendor SARS Office (If applicable)

Trade name VAT Number

Payment Term Title if Applicable

SECTION C: ADDRESS OF VENDOR

Postal Address

Postal Code Postal Code

SECTION D: TELEPHONE/FAX NUMBERS (Vendor Contact Details)

Contact Person (Vendor) E-mail

Telephone Number Fax number

Area Code with number

Mobile Number Preferred method of communication (Please select only one) Fax E-mail Post

SECTION E: VENDOR DETAIL

Supporting documentation must accompany this form

Supplier Type Individual Department Partnership

Company Trust Partnership

CC Other (Specify)

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	<div style="border: 1px solid black; width: 100%; height: 100%;"></div>
<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



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

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 SUPPLIERS TO REGISTER FOR

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

DEPARTMENT OF WATER AND SANITATION

BID W1058 (WTE)

**LINING AND REHABILITATION OF LEFT CANAL AND BULK MAIN SIPHON FOR ELANDSKLOOF
WORKS NEAR VILLIERSDORP IN THE WESTERN CAPE FOR DWS CONSTRUCTION SOUTH**

SECTION 2: CONDITIONS OF CONTRACT

CONTENTS

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

CONDITIONS OF CONTRACT

A. GENERAL CONDITIONS OF CONTRACT

The SAICE General Conditions of Contract 2010 shall be regarded as an integral part of the contract documents along with the National Treasury General Conditions of Contract. Shall any conflict exist between these General Conditions of Contract, the SAICE General Conditions of Contract shall be the overriding document.

B. SPECIAL CONDITIONS OF CONTRACT

This section must be completed in full failure to do so may invalidate your bid

***Delete which are not applicable**

1. Is the offer strictly in accordance with the conditions and specifications? *YES / NO
If not in accordance with the specification, furnish the deviations. _____
2. Period required for commencement with service after receipt of order. _____
3. Are you registered in terms of section 23(1) or 23(3) of the value Added Tax Act, 1991 (Act no 89 of 1991)? *YES / NO
If so, state your VAT registration number. _____
4. Is the bid price firm for the duration of the contract period? *YES / NO
5. **The Department of Water and Sanitation will not entertain any claims for non-firm price increases claimed at a later state. No exception will be made in this regard.** *Comply / Not Comply
6. **Evaluation Criteria**

The evaluation Committee will be following a phased approach during the evaluation.

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 phase 2 evaluation.
 - (a) An original and valid tax clearance certificate
 - (b) Comprehensive data sheets/technical brochures and/or information which provide complete manufacturer's technical details of the specified product offered in this bid.
 - (c) The complete pricing schedule (SBD 3.2) (If any confusion exists with the bidding price, then the price that the Bidder noted in SBD 3.2 shall be taken as the correct price).
 - (d) Completion and inclusion of standard bidding documents. (SBD1, SBD4, SBD6.1, SBD8, SBD9)
 - (e) Company registration certificate (original or certified copy) Attach CIPRO/CIPC documents (original or certificates) and certified copies of Identities of all Directors
 - (f) Company must be registered with the UIF and it must be indicated on tax Clearance certificate. Letters issued out

- for bidding purposes from the Department of Labour will also be accepted.
- (g) Submit a current (may not be older than twelve (12) months) letter of good standing with the COID with the bid documents. Letters issued out for bidding purposes from the Department of Labour will also be accepted.
 - (h) Attendance of compulsory briefing session.

Phase 2

Technical Compliance:

The bid will be evaluated using the below criteria and failure to comply with all the specifications as listed will render your bid as not to specification and non-responsive and the bid will not be considered for the phase 3 evaluation.

- (a) Standard Specifications as set out under Section 3: Specifications and the compliance thereof
- (b) The bid will be rendered non responsive if the bidder fails to complete the "Comply / Not Comply" section in the specification under Section 3: Specifications

Phase 3

Evaluation of price and preference points claimed:

B-BBEE Points

Bidders should not the points may be claimed for B-BBEE in terms of the Preferential Procurement Regulation, 2011. Such claims should be accompanied by either an original SANAS accredited certificate or a certified copy of such a certificate to qualify for the points.

TAKE NOTE

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

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

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

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

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

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

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

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

TAKE NOTE

DEPARTMENT OF WATER AND SANITATION

BID W1058 (WTE)

LINING AND REHABILITATION OF LEFT CANAL AND BULK MAIN SIPHON FOR ELANDSKLOOF WORKS NEAR VILLIERSDORP IN THE WESTERN CAPE FOR DWS CONSTRUCTION SOUTH

SECTION 3: SPECIFICATIONS

CONTENTS

1. STANDARD SPECIFICATIONS
2. PROJECT SPECIFICATIONS – REHABILITATION OF ELANDSKLOOF CANAL AND BULK MAIN SIPHON
3. APPENDIX A – Drawings
4. APPENDIX B – EMP
5. APPENDIX C – Programme of Works for Left Canal and Bulk Main

NOTE:

Failure to indicate whether you comply or not comply under the “**Comply / Not Comply**” column in the Specification will invalidate the bid. (*Clearly delete/cross-out whichever is NOT applicable)

SPECIFICATIONS

(*delete/cross-out whichever is NOT applicable)

1. SERVICE

The following services are required:

- | | |
|-------------------------------------------------------------------------------------------------|-----------|
| 1) Rehabilitation of the Bulk Main Asbestos Cement pipeline with an internal bore of 1000mm DN. | TAKE NOTE |
| 2) The Rehabilitation of the Left Canal | TAKE NOTE |

2. STANDARD SPECIFICATIONS

PROJECT SPECIFICATIONS – REHABILITATION OF ELANDSKLOOF CANAL AND BULK MAIN SIPHON

*Comply / Not Comply

3. SCOPE OF CONTRACT

Bidder

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

- | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| (i) The lining and rehabilitation of left canal and bulk siphon for Elandskloof Works near Villiersdorp in the Western Cape for DWS Construction South. | TAKE NOTE |
| (ii) All transport and loading cost shall be included in the bid rates. | TAKE NOTE |
| (iii) Items not according to the specifications will not be accepted and paid for and the material shall be removed by the successful bidder for his/her own account. | TAKE NOTE |

4. PROGRAMME OF WORKS

Works will commence 21 days from date of signing the contract (SBD7.1).

TAKE NOTE

The Department is unable to give a guarantee of the specific quantities which will actually be purchased during the contract period.

TAKE NOTE

5. PAYMENT

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

TAKE NOTE

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

TAKE NOTE

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

TAKE NOTE

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

TAKE NOTE

6. ROAD CONDITIONS AND DISTANCE

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

TAKE NOTE

7. BIDDER'S VEHICLES

The Department will have the right to instruct the successful Bidder to repair or replace a vehicle which is considered unsuitable for the transporting of goods or performing of services.

TAKE NOTE

Overloading of vehicles in terms of the Road Traffic Act will not be permitted.

TAKE NOTE

8. COSTS

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

TAKE NOTE

The Client may reduce the total quantity of items ordered without being penalised at all.

TAKE NOTE

9. DELIVERY

Delivery to site is required 28days after award of the contract. It is a contractual requirement that the items be delivered as per indicated time frame after signing of the SBD7.1 by the successful bidder.

TAKE NOTE

The site is located on the eastern side of Villiersdorp in the Western Cape

The delivery address is:

DWS Construction South – Elandskloof Pipeline Villiersdorp

**GPS Coordinates for the offloading point are:
S33°58'55.4" E 19° 16'57.1"**

TAKE NOTE

Deliveries may be made during the following working hours **7h30 to 15h00** from Monday to Thursday but **not** on the following days or periods:

TAKE NOTE

- (i) Fridays 13h00 to Mondays 07h30
- (ii) All public holidays
- (iii) The last Thursday and Friday of the month
- (iv) The period 10 December 2015 to 10 January 2016

The Bidder shall nominate a contact person with whom the Department will arrange and schedule deliveries.

TAKE NOTE

An inspection certificate of compliance signed by the Departmental representative that inspected the items shall be submitted by the Bidder at delivery.

TAKE NOTE

DWS will decline products that do not comply with the specification and load(s) will not be accepted and will not be paid for. The declined load(s) must be removed from site ASAP for the Bidders own cost.

TAKE NOTE

The ownership of and risk for the product purchased will pass to the Department at the point of delivery i.e. where a signed acceptance take place.

TAKE NOTE

10. DELIVERY PERIOD

Firm delivery periods are required. Adherence to bidder delivery periods is of utmost importance. Note that the penalty for late delivery prescribed in paragraph 12 of the specification will be imposed.

TAKE NOTE

11. PENALTY FOR LATE DELIVERY

If the bidder fails to supply the goods or render the service within the period stipulated in the contract, the Department shall have the right, in sole discretion either to deduct as a penalty from the value of the contract sum an amount of one fourteenth percent thereof per day for the period of delay or to claim any damages or loss suffered in lieu of such penalty provided that where beneficial use of the completed portion is enjoyed, the penalty shall be applied to the value of the outstanding portion only.

TAKE NOTE

12. BID PRICE AND DELIVERY PERIODS

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

TAKE NOTE

12.1 Bidder may submit firm or non-firm prices.

TAKE NOTE

12.1.1 "Firm" prices are deemed to be the prices which are only subject to the following statutory change:

(a) VAT, (in the event that it is changed by government)

TAKE NOTE

(b) Any levy related to customs and excise (written proof must be given)

12.1.2 "Non-firm" prices are all prices other than "firm" prices as stipulated in paragraph 14.1.1.

TAKE NOTE

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

TAKE NOTE

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

TAKE NOTE

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

TAKE NOTE

12.1.6 Expressions such as "soonest" or "earliest" or delivery periods which are unspecified are not acceptable.

TAKE NOTE

13. PREFERENCE

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

TAKE NOTE

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

TAKE NOTE

If stated "Not Comply" reasons must be given for non-compliance with the specifications.

TAKE NOTE

14. TECHNICAL INFORMATION

Bidders are required to submit FULL technical information with their offers. **Failure to do so will invalidate the bid.**

Comply / Not Comply

15. EVALUATION CRITERIA

The Evaluation Committee will be following a phased approach during the evaluation.

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 phase 2 evaluation.

TAKE NOTE

- (a) An original and valid tax clearance certificate
- (b) Comprehensive data sheets/technical brochures and/or information which provide complete manufacturer's technical details of the specified product offered in this bid and should not be older than 12 months.
- (c) The complete pricing schedule (SBD3.2)
- (d) Completion and inclusion of standard bidding documents. (SBD1, SBD4, SBD6.1, SBD8, SBD9)
- (e) Company registration certificate (original or certified copy) Attach CIPRO/CIPC documents (original or certificates) and certified copies of Identities of all Directors
- (f) Company must be registered with the UIF and it must be indicated on tax Clearance certificate. Letters issued out for bidding purposes from the Department of Labour will also be accepted.
- (g) Submit a current (may not be older than twelve (12) months) letter of good standing with the COID with the bid documents. Letters issued out for bidding purposes from the Department of Labour will also be accepted.

Phase 2

Technical Compliance:

The bid will be evaluated using the below criteria and failure to comply with all the specifications as listed will render your bid as not to specification and non-responsive and the bid will not be considered for the phase 3 evaluation.

TAKE NOTE

- (a) Standard Specifications as set out under Section 3: Specifications and the compliance thereof
- (b) The bid will be rendered non responsive if the bidder fails to complete the "Comply / Not Comply" section in the specification under Section 3: Specifications

Phase 3

Evaluation of price and preference points claimed:

B-BBEE Points

Bidders should note the points may be claimed for B-BBEE in terms of the Preferential Procurement Regulation, 2011. Such claims should be accompanied by either an original SANAS accredited certificate or a

certified copy of such a certificate to qualify for the points.

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

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

16. If indicated "Not Comply" in the specifications above reasons/deviations can be stated below:

TAKE NOTE

ANNEXURE A – PROJECT SPECIFICATIONS

PROJECT SPECIFICATIONS

REHABILITATION OF ELANDSKLOOF CANAL AND BULK MAIN PIPELINE

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2 ABBREVIATIONS

DWS	Department of Water and Sanitation
DWS: CS	Department of Water and Sanitation: Construction South
AC	Asbestos Cement
EIB	Elandskloof Irrigation Board
MASL	Meters Above Sea Level
DFT	Dry Film Thickness
DN	Nominal Diameter

3 GENERAL CONTRACT INFORMATION

3.1 GENERAL DESCRIPTION

The Elandskloof Canal System is located near Villiersdorp in the Western Cape. The canal system is used primarily for irrigation of deciduous fruit (principally apples) for the export market. The scheme is owned by DWS and operated by the Elandskloof Irrigation Board.

The existing scheme comprises:

- The Elandskloof Dam which is used exclusively for the storage of water for this scheme. The dam has a capacity of 11 500 000m³, a surface area of 70 Ha and a catchment area of 50km².
- A Surge Tower on the dam outlet which limits the head on the 1000DN asbestos cement pipe (see below) to 461.5 masl.
- A 1000DN x 3000m long asbestos cement pipeline which conveys water from the dam to the Outlet / Distribution works from which water is conveyed under gravity. These distribution works comprises the following:
 - Distribution Weirs to the "Left Hand" and "Right Hand" distribution canals.
 - Gauging stations for each distribution canal:
 - Left Hand Canal: Station No. H6H016
 - Right Hand Canal: Station No. H6H017
 - A "reject" weir.
 - Associated valvework.
 - Operator housing.
- The Right distribution canal system has a total length (including inverted siphons) of approximately 4.5 km (including inverted siphons). This canal consists of a parabolic canal section (approximately 950mm deep and 1200mm wide with maximum water depth being ~950mm) with asbestos cement pipe inverted siphons through valleys. The pipeline leading from the diversion works to the first canal has an internal diameter of ~900mm. **The 3.37km canal section earmarked for pipe replacement is on this section where a significant portion of the canal traverses a route through the informal settlement.**
- The Left distribution canal system with a total length of approximately 13.5 km (including inverted siphons). This canal consists of a parabolic canal section with asbestos cement pipe inverted siphons through valleys.

The DWS has identified the need to replace the above-mentioned 3.37km section of the Right Elandskloof Irrigation Canal, which traverses an informal settlement, with a pipeline. The primary motivation for this replacement is to reduce pollution that arises from the settlement located on the slope above the canal. The current pollution of water in the canal compromises water quality and crop production, placing the largely export based agricultural economy at risk.

This Tender Bid Document pertains to the lining and rehabilitation of the Left Canal as well as the 1000DN Asbestos Cement pipe.

3.2 SITE INFORMATION

3.2.1 Site Location

The Site is located adjacent to Villiersdorp where the Bulk Main and Canal originate from the Elandskloof Dam.

The main site establishment will be located at the camp terrain adjacent to the Right Canal.

The Contractor shall not enter upon land outside the Site or beyond the fencelines as demarcated without written approval from DWS: CS.

3.2.2 Security

The DWS will be providing security for its own activities. The Contractor will be responsible for providing his own security during the works. The DWS will take no responsibility for the security of the Contractor.

3.2.3 Electricity and Potable Water Supply

The Contractor shall supply his own electricity.

The DWS will be supplying its own potable water at the site establishment area. The Contractor will be responsible for providing his own potable water.

3.2.4 Storage Area

A Storage Area will be demarcated at the main Site Establishment area. If the Contractor requires a larger area or an area at any other location, this must be negotiated with the DWS.

3.2.5 Construction Equipment and Materials

The Contractor has to supply his own plant and maintain them in good working order. Materials to be used in the works are to be of an acceptable standard. If DWS is of the opinion that any equipment or plant is not suitable, the Contractor has to remove it from site at his own cost.

3.2.6 Toilet Facilities

DWS will be supplying toilet facilities to their own personnel, however, the Contractor should arrange for his own facilities.

3.2.7 Preservation of Trees and Shrubs

Care must be exercised in preserving existing trees. One week's notice shall be given to the DWS if shrubs or trees have to be disturbed, in which case the DWS will instruct the Contractor what steps should be taken.

3.2.8 Dealing with Water

The Contractor shall be responsible for dealing with all water during construction from whatever source, and the cost of all de-watering unless otherwise itemised in the Schedule of Quantities shall be deemed to be included in the tender price.

3.2.9 Dust Prevention

The creation of dust in the Contractor's working area shall be kept to a minimum, particularly when working in inhabited areas. The Contractor shall water, on a daily basis, the areas of the site, which are creating dust or as ordered by the DWS. The Contractor shall take all measures necessary to prevent the creation of dust from any source under his control.

3.2.10 Compliance with Statutory Requirements

The Contractor shall allow for all costs necessary to ensure that all work is undertaken in a safe manner and in compliance with the Occupational Health and Safety Act, Act No. 85 of 1993 and all statutory and local regulations and requirements. The cost of complying with the requirements of this clause shall be deemed to be included in the rates.

3.2.11 Spoil Material

No indiscriminate spoiling of material or rubble will be allowed. All surplus or unsuitable material and rubble shall be spoiled, levelled and spread in designated areas as directed by the Engineer unless otherwise specified in the Project Specifications.

3.2.12 Finishing and Tidying and Defects Liability Period

Progressive and systematic finishing and tidying will form an essential part of this Contract. On no account must spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of others, and in the event of this occurring, the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant Works in the area (s) concerned without thereby prejudicing the rights of others to institute claims against the Contractor on the grounds of unnecessary obstruction.

Finishing and tidying must not be deferred to the end of the Contract. All finishing and tidying shall be carried out to the best advantage of the project as a whole and in the closest co-operation with other contractors, landowners and residents.

The defects liability period will have a duration of 1 year commencing at the time of the site handover to the DWS.

3.2.13 Source of Material

The Contractor shall be responsible for the location and supply of all materials for the Works. The Contractor will be required, by selection if necessary, to ensure that the materials are suitable, for their various uses, in terms of the specification.

3.3 SITE GEOLOGY

A Preliminary Geological Investigation was undertaken and is included in the contract documentation.

3.4 WORKING TIMES

3.4.1 Work at night

The Contractor shall only be allowed to perform work at night with the written permission of the Employer (DWS). Responsible and qualified staff shall always be present on site whilst work is being performed.

3.4.2 Sunday Work

Sunday work shall not be permitted except for necessary maintenance and emergencies. Work on Sundays shall only be undertaken with prior written approval from the Employer (DWS).

3.4.3 Last Friday of the Month

Every last Friday of the month is normal pay day of the Employers' personnel. The Contractor will only be allowed to perform work on this day with special permission from the DWS.

3.5 METHOD STATEMENTS

Method Statements for works to be undertaken have to be submitted for approval. These have to include all information as required by the OHS act and must provide the DWS:CS with expected production rates.

The following method statements should be included in the Tender Bid Offer and shall be used for the technical evaluation of the tender bid offer:

1. Construction of man access chambers
2. Cleaning and Painting of the Bulk Main Pipeline

3.6 WEATHER

For the purpose of this contract "abnormal climatic conditions" is defined as conditions such as excessive rainfall that may disrupt and delay the work beyond the control of the Contractor, and which could reasonably lead to a claim for extension of time.

The Contractor shall make provision in his programme and tendered rates and prices for normal delays that may be caused by normal weather conditions.

The table below indicates the average number of days per month on which a rainfall of 10mm or more has been recorded as well as average rainfall per month.

AVERAGE MONTHLY RAINFALL		
MONTH	AVERAGE DAYS LOST	RAINFALL (mm)
Jan	0	0
Feb	0	0

March	1	18
Apr	1	37
May	4	70
Jun	5	96
Jul	5	85
Aug	5	85
Sept	2	48
Oct	1	37
Nov	1	21
Dec	0	11

3.7 WORKING STANDARDS

All materials shall comply with SANS specifications, unless otherwise indicated in which case they shall comply with other internationally recognized specifications (EN, DIN, BS, AS).

The laying of the pipeline, concrete works and all other relevant works will be performed according to the SANS 1200.

All flanges shall be to SANS 1 123/2001 (Table 100/3).

The following standards regarding mechanical aspects of this contract shall be adhered to:

Specification No	Description
DWS 1130	Design, Manufacture and Supply of Steel Pipes, Specials and Fittings For duties up to 4.6MPa Design Pressure
DWS 2020	Quality Control
DWS 2510/01	General Valve Specification
DWS 2510	Supply of Valves – Air Release and Vacuum Control Valves
DWS 2510/06	Supply of Valves – Gate Valves
DWS 9900	Corrosion Protection of Steel Pipes and Specials for Pipelines

The above documents can be obtained from DWS on request.

3.8 SITE INSPECTION

A compulsory site inspection shall be attended prior to the submission of bid offers. This will be to familiarise Bidders with the work to be undertaken as well as the working environment. The date of this inspection will be indicated in the Bid Document.

4 REHABILITATION OF BULK MAIN PIPELINESPECIFICATIONS

4.1 SCOPE

The 1000DN pipeline from the Elandskloof Dam to the Diversion Works has silted up with time to the extent that the hydraulic capacity has been compromised. This pipeline is some 3400m in length and is constructed from 1000DN Asbestos Cement (AC) pipes which are typically 6m in length. Bends are epoxy lined mild steel.

This specification covers the following:

- Draining of the pipeline.
- Fitment of 6 No man access points (specified and measured elsewhere)
- Cleaning and surface preparation of the pipeline.
- Supply and application of a water based bitumen emulsion to the internal bore of a 1000 DN x3400m long AC pipeline.
- Preparation of substrate and re-lining of epoxy coated mild steel bends.
- Recommended means of dealing with the residue from the cleaned pipeline.
- Re-commissioning of the pipeline upon completion.

At present the only means of accessing the pipeline is from the Surge Tower at the Dam and from the pipe exit at the Diversion Works. The pipeline is understood to follow gentle grades from the dam for some 3000m but the final 400m to the Diversion Works is fairly steep with grades in excess of 20% and abseiling equipment for access would be required.

An inspection carried out on 8 July 2014 revealed that most AC pipes are 6m in length and that bends are epoxy coated mild steel. Typically the bitumen lining of the pipeline and the epoxy lined pipes appear to be in fair condition but it is anticipated that as the system remains de-pressurized for a period of time more "blisters" may appear on the bitumen pipe lining and epoxy bend lining. The above-mentioned inspection also revealed that there is typically a brown silt-like deposit on the pipe invert some 80mm thick thinning on the side walls and crown to a thin bio-film. The average thickness of the deposit is considered to be 30mm over the entire interior of the pipe; with a dry solids content of ~10%. This translates into a silt volume deposit of ~0.1m³/m length of pipe or 10kg dry solids /m length of pipe.

The deposit was easily removed when wet using a squeegee to reveal the existing bitumen lining.

The execution of this works will be carried out over a number of 14 calendar day shutdown periods interspersed with 14 calendar day periods of the system being in operation. These 14 day periods shall include the curing time required for the applied linings. The Contractor shall programme the installation of the 6 No man access points to best suit his cleaning and lining programme.

4.2 DRAINING AND CLEANING

The gravity draining of the pipeline will be carried out by the Elandskloof Irrigation Board (EIB) personnel. Once flow to the canal is shut down by the EIB, the Contractor will assume responsibility for the pipeline for the full duration of the 14 calendar day shutdown period following each of the three shutdown periods. The Contractor will be responsible for any subsequent removal of ponded water. Once flow to the canal is shut down by the EIB, the Contractor will assume responsibility for the pipeline and ensure that all lock-out procedures have been adhered to for the full duration of the 14 day shutdown required to safely execute the works and prior to the entry of workmen into the pipeline.

The envisaged silt residue removal methodology once gravity draining has been completed is given below:

- Remove a pipe(s) where the man access point is to be fitted.
- Place the 75mm thick blinding layer between the remaining pipe ends and create sump wherein residue draining from the pipeline is collected and pumped into a trench (on the riverside) excavated by the Contractor to accommodate the residue. The trench shall have provision for drainage of supernatant to the watercourse and the trench shall be backfilled and the natural drainage re-instated as soon as there is no significant free water supernatant discharge from the trench or as directed by the DWS.
- Remove residue by squeegee and flushing.

- Pressure clean the internal pipe bore using medium pressure equipment with the nozzle at sufficient distance from the pipe wall to ensure cleaning with no damage to the internal bore of the pipe.

In his proposal the Tenderer shall indicate his acceptance of this methodology and associated tasks listed herein or provide an alternate methodology for the approval of the DWS. Alternative methodologies shall include for all tasks specified and shall be priced accordingly.

4.3 SURFACE PREPARATION

Once the bulk of the silt residue has been removed by squeegee/flushing or other approved means, the internal pipe bore shall be cleaned by medium pressure jetting to remove all mud, fungal growth and other deleterious products whilst causing no damage to the internal pipe bore. The cleaning process shall be closely monitored to ensure that the internal bore of the pipe is not damaged in the process.

Once cleaned, the surface is to be dried and all dust and laitance removed in readiness for coating application.

4.4 PRODUCT DESCRIPTION, PERFORMANCE AND PROPERTIES

- The product for pipe lining shall be a thixotropic, non-toxic, water dispersed bitumen emulsion.
- The product shall have moderate resistance to mechanical damage.
- This specification is based upon Flintkote 3 ®. Similar approved products available from ISO9002 registered companies will be considered. The proposed product is subject to approval by the Department prior to use.

4.5 MIXING AND APPLICATION

The first primer coat of the product shall be diluted 1:1 with clean potable water and mixed to form a smooth thixotropic paste before application. Mixing may be done by hand or mechanical paddle mixer and should be continued until a homogeneous, lump-free product results. Application is to be done using an approved roller and shall be applied at the application rates specified in the product data sheet.

Application shall be to a dry dust and laitance free surface and the surface temperature shall be at least 2°C above dew point and the ambient temperature shall be between 5°C and 50°C.

The over-coating period is ~24 hours @ 25°C but the surface shall be checked by rubbing with a wetted finger prior to application. The wetted finger should be clean after rubbing. Applications subsequent to the primer coat should be undiluted.

A primer coat and at least two undiluted overcoats shall be applied to achieve a total DFT of > 1000µm. The final surface shall be run and drip free and have an even sheen.

4.6 LINING PROTECTION

The Contractor is required to carry out a number of activities during the short shut-down periods. He shall plan his activities accordingly and take all necessary steps to protect work already carried out. All workmen shall wear soft rubber boots. The invert of the pipe already lined shall be protected with a 3.2mm thick rubber sheeting to protect the lining whilst other activities are carried out.

4.7 CHAMBERS AND MECHANICAL ITEMS

A total of 6 man access chambers will be constructed on the bulk main pipeline. In order to accommodate the access chambers, 6 pipe sections of 6m length will be removed where the new chambers will be constructed. The positions of these 6 pipe sections will be confirmed at a later

stage. Details of these man access points as well as additional standard details for items to be installed in the chambers can be seen in drawings distributed along with this tender.

The fabrication, supply and installation of all mechanical items such as valves and specials shall comply with the applicable Standards as stipulated in section 3.7 of this document.

Quality control of all mechanical items shall conform to DWS 2020. This document can be provided upon request.

4.8 REFURBISHMENT OF EPOXY LINING OF STEEL BENDS

Epoxy Linings of steel bends shall be refurbished according to DWS 9900 Clause 8.8. These specifications will be provided upon request. The refurbishment of the linings shall be undertaken during the dry periods.

The following steps shall be taken:

- 1) Cleaning/Degreasing
- 2) Blast-Cleaning of Damaged Areas
Instead of Blast Cleaning, targeted cleaning of these areas will be performed. This will be performed by roughening the area with either emery paper flapper discs or alternatively by using 100 grit emery paper in order to achieve a sufficient bonding profile. Cleaning with the use of a wire brush will not be allowed.
- 3) Feather surrounding paint (If any)
- 4) Vacuum Clean Surface for dust and debris removal
This will be carried out in accordance with SANS 5769 and paragraph 7.4.1 in DWS 9900. All surfaces to be coated with the repair material must be thoroughly cleaned of grease, foreign matter, loose superficial material, and any surface contamination that would inhibit proper adhesion of the coating to the substrate.
- 5) Wipe abraded Paint Surface with Methyl Ethyl Ketone and allow to dry
- 6) Apply sufficient coats of repair material to achieve the required thickness and finish.
A thickness of 400µm will be required.

4.8.1 Repair Material

The repair material for use during the refurbishment of the epoxy lining of the steel bends shall be suitable for application in water, under water, in the splash zone as well as above water. The repair material should not require the use of a primer in, above or below water.

This specification is based on HYCOTE 151 or similar approved. Similar approved products available from ISO 9002 registered companies will be considered. The proposed product is subject to approval from the Department. The drying and curing times of the applied material shall be included in the dry period intervals. Thus, upon reinstatement of the flow in the canals, all curing and sufficient drying shall be complete.

4.9 MAKING GOOD & COMMISSIONING

The Contractor shall plan his activities such that the pipeline can be re-commissioned 14 calendar days after the commencement of a shutdown. Upon the termination of each shutdown, the pipeline shall be handed back to the operator (EIB) in an operational state who shall operate the pipeline for a period of 14 calendar days until the next shutdown. During the operational phase the Contractor may continue with "non-shutdown" activities such as backfilling the disposal trench and reinstating the natural drainage and the construction of the reinforced concrete chambers. The Contractor will be given the opportunity to complete all work within the pipeline in three x 14 calendar day shutdown periods interspersed with two x 14 calendar day operational periods. These shutdown periods will occur during the months of May, June and July 2015 and will coincide with the shutdown periods for

works to be done at the canal. Thus, works to be performed for the canal as well as the bulk main pipeline will have to be undertaken simultaneously.

4.10 SAFETY

The silt residue may contain bacteria and pathogens. All workmen shall use gloves and other appropriate safety apparel. A high standard of hygiene should be maintained and minor cuts and abrasions should be disinfected and dealt with immediately. Medical advice should be obtained immediately should any such cut or abrasions become inflamed.

A bitumen based product has been selected for the majority of this lining to minimize the use of solvent bearing products within the pipeline. Notwithstanding these considerations, the pipeline is regarded as a "confined space" and all measures shall be taken to provide a safe working environment and ensure compliance with legislation. In particular, when the bitumen is applied, the minimum forced ventilation requirement is 3 m/s and the Contractor shall provide affected workmen with specialized breathing apparatus and programme his activities to minimize the number of workmen within the pipe at such times. Full time supervision shall be provided at all times and oxygen levels within the pipeline shall be continuously monitored.

The bitumen product is mildly toxic and non-flammable and should not be allowed contact with skin and eyes. Inhalation of dust should be avoided by wearing dust masks. The use of gloves, eye protection and dust masks is mandatory. Splashes into eyes should be washed immediately with copious quantities of clean water and medical advice sought thereafter.

All workmen shall be trained in the use of plant, equipment and materials associated with this project and shall be equipped with appropriate safety apparel. All work shall be carried out under constant supervision.

4.11 MEASUREMENT AND PAYMENT

Cleaning and Bitumen Lining

The rate shall include for the supply of all materials, labour, plant, equipment, overheads and profit for the draining, dewatering (including provision of disposal trenches), cleaning, surface preparation, application of water based bitumen and making good of the pipeline and affected surface groundwork as specified:

UNIT:.....linear m

Refurbishment of Epoxy Lining to Steel Specials

The rate shall include for the supply of all materials, labour, plant, equipment, overheads and profit for the cleaning, surface preparation, application of epoxy to steel bends/specials as specified. UNIT:.....m²

Commissioning of the Pipeline

The rate shall include for all activities, overhead and profit associated with completing necessary works and readying the pipeline for operational service after each 14 calendar day shutdown period. A maximum of 3 shutdown periods will be permitted:

UNIT:.....Sum

5 REHABILITATION OF LEFT HAND CANAL SPECIFICATIONS

5.1 SCOPE

This portion of the works entails the following:

- Targeted soilcrete backfill where the lateral support of the canal sections has been compromised by erosion.
- Lining of the existing 13500m long canal section with a water based bitumen emulsion.
- Formation of joints at existing "cold joints" and supply and installation of bitumen based putty at ~2.4m centres along the entire 13500m long canal section.

The left hand canal is some 13500m in length and reduces in width from 1.6m to 0.7m. The canal was constructed from lightly reinforced concrete sections cast in-situ. All joints are construction joints which exhibit well defined cracks that are prone to leakage. This leakage has in turn caused localized erosion of the lateral earth support along the length of the canal. The water conveyed is highly aggressive and there has been significant degradation of the wetted surface. Isolated attempts have been made to rehabilitate the canal using cementitious products and these have largely delaminated. Rehabilitation of this canal comprises the following tasks:

1. Repair of localized erosion along the length of the canal.
2. Formation of saw cut bitumen putty filled joints at all construction joints.
3. Lining of the canal with a water based bitumen emulsion.
4. Localized repair of damaged concrete canal sections.

The execution of above-mentioned tasks 2, 3 and 4 will be carried out over a maximum of three x 14 calendar day shutdown periods (May to July) interspersed with 14 calendar day periods of the system being in operation. These 14 day periods shall include the curing time required for the applied linings. The shutdown periods will be the same as that for the works at the Bulk Main Pipeline, thus the works at the Left Canal and the Bulk Main Pipeline will have to be undertaken during the same period of time. The Contractor shall programme the installation of the works to best suit his rehabilitation programme.

5.2 DRAINING AND CLEANING

The gravity draining of the canal will be carried out by the Elandskloof Irrigation Board personnel. Once flow to the canal is shut down by the EIB, the Contractor will assume responsibility for the canal for the full duration of the 14 calendar day shutdown period following each of the three shutdown periods. The Contractor will be responsible for any subsequent removal of ponded water. A degree of ingress of water from the saturated surrounding soil is anticipated and the Contractor will be required to deal with this ingress in order to achieve the necessary level of substrate dryness. Prior to the application of any bitumen based products, the entire canal surface shall be cleaned of all dust, algae growth and other deposits by high pressure cleaning to render a clean, laitance free and dry surface for the application of coatings.

5.3 REPAIR OF LOCALISED EROSION

Localized erosion occurs along the entire length of the canal to a greater or lesser extent. The geotechnical report indicates that the erosion is probably due to poor construction techniques and the soils are not dispersive. The voids of erosion are typically less than 0.25m³ in capacity. The envisaged means of repair is as follows:

- Liaise with the DWS and agree whether the voids of erosion may be repaired whilst the canal is operational. Voids where this is not the case shall be repaired during one of the shutdown periods.

- Excavate by hand and remove all loose material until the entire void is surrounded by competent material. Care shall be taken to ensure that the canal is not undermined and the DWS shall be consulted as necessary in this regard.
- Backfill the void with a crusher run dust stabilized with 4% OPC cement. The backfill material shall be compacted to 95% MOD AASHTO by plate compactor or by hand tamping.
- Particular care shall be taken to ensure the specified compaction in the haunch of the canal.
- The compacted material shall be struck off flush with the surrounding backfill with a nominal slope away from the canal wall.

5.4 FORMATION OF BITUMEN PUTTY FILLED JOINTS

This specification makes use of the following products:

Bitumen Putty: A modified bitumen putty-like cold applied jointing compound.

The product shall be Bitujoint ® or similar approved material offered by a reputable ISO9002 registered South African based company.

Bitumen Primer: The product shall be a bitumen based primer which is compatible with the selected bitumen putty. The product shall be Bituprime ® or similar approved material offered by a reputable ISO 9002 registered South African based company.

Well defined cracks have developed at all construction joints. Bitumen putty filled joints shall be formed in the following manner:

- The joint shall be formed by saw cutting a 12mm wide by 20mm deep groove centrally over the crack at the construction joint over the full length of the canal construction joint.
- All dust, moisture and other deleterious matter shall be removed from the saw cut groove.
- The joint shall be primed using bitumen primer which shall be allowed to dry until it is touch dry.
- The softened (warmed to ~45°C) bitumen putty joint shall be rolled into a strip and caulked into the primed joint ensuring good contact with the base and sides of the joint.
- The joint shall be slightly overfilled and excess material removed using a heated putty knife to form a smooth joint flush with the adjacent surfaces.

5.5 WATER BASED BITUMEN EMULSION CANAL LINING

Water Based Bitumen Emulsion

The product for pipe lining shall be a thixotropic, non-toxic, water dispersed bitumen emulsion.

This specification is based upon Flintkote 3 ® or similar products, available from ISO 9002 registered companies will be considered. The proposed product will only be used upon approval by the Department.

Mixing and Application

Isolated areas of cementitious product repairs shall be removed and disposed of at a designated disposal site and the substrate cleaned to the condition indicated in section 5.2. The first primer coat of the product shall be diluted 1:1 with clean potable water and mixed to form a smooth thixotropic paste before application. Mixing may be done by hand or mechanical paddle mixer and should be continued until a homogeneous, lump-free product results. Application is to be done using an approved roller and be applied at the application rate specified in the product data sheet.

Application shall be to a dry, dust and laitance free surface and the surface temperature shall be at least 2°C above dew point and the ambient temperature shall be between 5°C and 50°C. Application shall be continuous over joints formed in 5.4 above.

The over-coating period is ~24 hours @ 25°C but the surface shall be checked by rubbing with a wetted finger prior to application. The wetted finger should be clean after rubbing. Applications subsequent to the primer coat should be undiluted. A primer coat and at least two undiluted overcoats shall be applied to achieve a total DFT of > 1000µm. The final surface shall be run and drip free and have an even sheen.

Lining Protection

The Contractor is required to carry out a number of activities during the short shut-down period. He shall plan his activities accordingly and take all necessary steps to protect work already carried out.

All workmen shall wear soft rubber boots. The invert of the canal already lined shall be protected with a 3.2mm thick rubber sheeting to protect the lining whilst other activities are carried out.

5.6 LOCALISED REPAIR OF DAMAGED CONCRETE CANAL SECTIONS

Isolated areas of damaged canal sections are typically < 0.25m² and shall be repaired in the following manner:

- The concrete shall be broken out to reveal competent un-cracked concrete.
- The faces of the "break" shall be approximately perpendicular to the concrete face and shall not be "feathered". Limited saw cutting to ensure a sound "break" will be permitted.
- The face of the competent concrete shall be coated with a wet to dry epoxy.
- Grade 25/12 concrete shall be placed in the void and hand tamped or vibrated to achieve honeycomb-free concrete which shall be steel trowelled flush with the adjacent surfaces.
- The void behind the repair shall be filled in accordance with 5.3 (Payment separately effected)

5.7 MAKING GOOD & COMMISSIONING

The Contractor shall plan his activities such that the pipeline can be re-commissioned 14 calendar days after the commencement of a shutdown.

Upon the completion of each shutdown, the canal shall be handed back to the operator (EIB) in an operational state who shall operate the pipeline for a period of 14 calendar days until the next shutdown. During the operational phase the Contractor may continue with "non-shutdown" activities. The Contractor will be given the opportunity to complete all work within the canal in three x 14 calendar day shutdown periods interspersed with two x 14 calendar day operational periods. These shutdown periods will occur during the months of May, June and July 2015.

5.8 SAFETY

The silt residue from the canal may contain bacteria and pathogens. All workmen shall use gloves and other appropriate safety apparel. A high standard of hygiene should be maintained and minor cuts and abrasions should be disinfected and dealt with immediately. Medical advice should be obtained immediately should any such cuts or abrasions become inflamed.

A bitumen based product has been selected for the majority of this lining to minimize the use of solvent bearing products and enable the use of non-specialized sub-contractors. The bitumen product is mildly toxic and non-flammable and should not be allowed contact with skin and eyes. Inhalation of dust should be avoided by wearing dust masks. The use of gloves, eye protection and dust masks is mandatory. Splashes into eyes should be washed immediately with copious quantities of clean water and medical advice sought thereafter.

All workmen shall be trained in the use of plant, equipment and materials associated with this project and shall be equipped with appropriate safety apparel. All work shall be carried out under constant supervision.

5.9 MEASUREMENT AND PAYMENT

Repair of Localized Erosion

The rate shall include for the supply of all materials, labour, plant, equipment, overheads and profit for the excavation and backfill of localized erosion voids as specified:

Unit:.....m³

Formation of Bitumen Putty Joints

The rate shall include for the supply of all materials, labour, plant, equipment, overheads and profit for the draining, dewatering, cleaning, surface preparation, and formation of joints (average length = 1.4m) as specified:

Unit:.....No

Lining of the Canal

The rate shall include for the supply of all materials, labour, plant, equipment, overheads and profit for the draining, dewatering, removal and disposal of delaminated material, pressure cleaning and cleaning, surface preparation, application of water based bitumen and making good of the canal as specified:

Unit:.....m²

Localized Repair of Damaged Concrete

The rate shall include for the supply of all materials, labour, plant, equipment, overheads and profit for the cutting, breaking, surface preparation, shuttering, application of wet to dry epoxy and placement of concrete as specified.

UNIT:.....m²

Commissioning of the Canal

The rate shall include for all activities, overhead and profit associated with completing necessary work and readying the pipeline for operational service after each 14 calendar day shutdown period. A maximum of 3 shutdown periods will be permitted:

UNIT:.....Sum

6 QUALITY CONTROL PLANS

The Contractor shall submit a quality control plan for all key tasks prior to the commencement of the task to the DWS for approval at least 5 days prior to the commencement of the activity.

Quality of mechanical items and steel pipes shall comply with specification DWS 2020. This document can be provided to the Bidder on request.

7 PROGRAMME MANAGEMENT

The DWS will have full time representation on site for the duration of this contract. The Contractor shall submit a detailed daily programme for the shutdown to the DWS at least 28 days prior to the shutdown for approval. Meetings will be held every second day to monitor progress and identify remedial measures to enable the Contractor to achieve his programme.

ANNEXURE B – WORKS PROGRAMME

ANNEXURE C – ENVIRONMENTAL MANAGEMENT PROGRAMME

**ENVIRONMENTAL MANAGEMENT PROGRAMME ELANDSKLOOF
CANAL PIPELINE PROJECT (WP 0485 WTE), THEEWATERSKLOOF
LOCAL MUNICIPALITY, WESTERN CAPE. JULY 2014**

JULY 2014



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1 INTRODUCTION

1.1 Background to the Environmental Management Programme

In accordance with the Integrated Environmental Management Guidelines published by the Department of Environmental Affairs & Tourism (DEAT) in 1992, the purpose of an Environmental Management Programme (EMPR) is "to describe how negative environmental impacts will be managed, rehabilitated or monitored and how positive impacts will be maximised".

National Environmental Management Act, (Act 107 of 1998)

- (i) Section 28 of NEMA (National Environmental Management Act, Act 107 of 1998) states that:

Duty of care and remediation of environmental damage

"(1) Every person who causes, has caused or may cause significant pollution or degradation of the environment must take reasonable measures to prevent such pollution or degradation from occurring, continuing or recurring, or, in so far as such harm to the environment is authorised by law or cannot be reasonably be avoided or stopped, to minimise and rectify such pollution or degradation of the environment"

The EMPR ensures that environmental requirements are incorporated into the project to enable the sustainable management of the project. The EMPR is a detailed plan of action prepared to organise and coordinate environmental mitigation, rehabilitation and monitoring so that positive impacts are enhanced, and negative impacts and damage to the environment are avoided, minimised or rectified where required.

This EMPR is a practical document that precisely sets out both the goals and actions required in mitigation. Though the term "Mitigation" can be broad in definition, it means in this context to "allay, moderate, palliate or temper." Mitigation of a negative impact means that its significance is reduced. It is endeavoured to increase the significance of any positive impact.

This EMPR includes consideration of the following:

- Avoiding impacts by not undertaking certain actions;
- Minimising impacts by limiting aspects of an action;
- Rectifying impacts by rehabilitation or restoration of the affected environment;
- Compensating for impacts by providing substitute resources or environments;
- Minimising impacts by optimising structural elements and other design features.

The objectives of this EMPR are to:

- Provide a pro-active, feasible and practical working tool to enable the measurement and monitoring of environmental performance on site.
- Ensure that the construction phase of the project proceeds within the principles of Integrated Environmental Management.
- Detail specific actions deemed necessary to assist in mitigating the environmental impact of the project.
- Ensure that the recommendations provided for in this document are complied with.

This EMPR, which forms an integral part of the contract documents, informs the Applicant, Implementing Agent and Contractor/s of their duties in the fulfilment of the project objectives, with particular reference to the prevention and mitigation of environmental impacts caused by construction activities associated with the project. This includes rehabilitation works which are required post-

construction which is to be carried out by the contractor, or specialist subcontractor who he may appoint, to do such rehabilitation work. The provisions of the EMPR are binding on the Proponent, Implementing Agent and all Contractor/s / Sub-contractors during the construction contract. The EMPR must be incorporated into any future management associations during the operational phase of the project. It is mandatory that a copy of the EMPR is available on site at all times during construction and rehabilitation phases, or any future maintenance works which may be required for the project.

Any environmental issues that are identified during or after construction must be addressed in consultation with the environmental consultant. As such this EMPR should be viewed as a dynamic document that may require updating or revision from time to time.

This EMPR should be appended to tender documents and referred to in the tender documents as special conditions of tender.

1.2 Appointment of the Environmental Consultant

Terratest (Pty) Ltd was appointed by Dihlase Consulting Engineers to provide an EMPR for the maintenance and construction for the Piping of the Elandskloof Canal in Villersdorp, Western Cape.

Details of person(s) that compiled the EMPR

Section 33 of NEMA (National Environmental Management Act, Act No. 107 of 1998) EIA Regulations (2010) includes a number of provisions regarding the content of EMPRs.

"A draft environmental management programme must include –

(a) Details of –

- (i) The person who prepared the environmental management programme; and*
- (ii) The expertise of that person to prepare an environmental management programme; "*

The name and details of the Environmental Practitioners who prepared this document are as follows:

Consultancy: Terratest (Pty) Ltd

Practitioners: Tarin Strydom (BSocSci Environmental Management) & John Richardson (BSc Hons Environmental Management)

Email and web address: strydomt@terratest.co.za; richardsonj@terratest.co.za - www.terratest.co.za

2 PROJECT DETAILS

Terratest (Pty) Ltd has been appointed by Dihlase Consulting Engineers, to compile an Environmental Management Programme (EMPR) for construction works associated with the maintenance and construction of the Piping of the Elandskloof Canal in Villersdorp, Western Cape.

It is our understanding that the proposed piping will take place within the existing canal servitude and within the existing road reserve, furthermore the piping will not increase the flow capacity within the existing canal and will not require construction activities greater than 50m² within 32 metres of a watercourse / wetland, or directly within any watercourse / wetland. As such, the proposed activity does not constitute a Listed Activity in terms of the National Environmental Management Act (NEMA): EIA Regulations of 2010, and thus an Environmental Impact Assessment does not need to be undertaken. As the activity is considered a maintenance activity, the construction phase Environmental Management

Programme has been prepared as best practice and is to be implemented during the construction / maintenance phase of the project. A layout plan is attached in Annexure A of this document.

3 LEGISLATED REQUIREMENTS

3.1 Signing of the EMPR

On appointment of the Contractor the acknowledgement form attached to the back of this EMPR (Annexure B) is to be signed by the project Proponent, Implementing Agent, Designated Environmental Officer (DEO) and all Contractors and Subcontractors. A copy of the signed form is to be kept record by the Proponent and forwarded to the Environmental Consultants.

All of the Contractors employees, especially machine and equipment operators, are to be made aware of the conditions contained within this EMPR and the contractual conditions pertaining to the environment. A staff induction register should be kept on record by the Contractors designated Environmental Officer.

3.2 Legislation

Environmental legislation applicable to the formulation and implementation of an EMPR includes but is not restricted to the following:

- The Constitution of the Republic of South Africa (Act No. 108 of 1996), including the Bill of Rights (Chapter 2, Section 24)
- National Environment Management Act (Act No. 107 of 1998)
- National Water Act (Act No. 36 of 1998)
- Water Services Act (Act 108 of 1997)
- Water Act (Act No. 54 of 1956)
- National Forests Act (Act No. 84 of 1998)
- Forest Act (Act 122 of 1984)
- National Environmental Management: Biodiversity Act, 2004 (Act 10 of 2004).
- The National Heritage Resources Act (Act No 25 of 1999 as amended)
- National Monuments Act (Act 28 of 1969)
- Removal of Graves and Dead Bodies Ordinance (Ordinance No. 7 of 1925)
- Forest and Veld Conservation Act (Act 13 of 1941)
- National Resources Development Act (Act No. 51 of 1947)
- Animals Protection Act (Act No. 71 of 1962)
- Atmospheric Pollution Prevention Act (Act No. 45 of 1965)
- Environmental Planning Act (Act No. 88 of 1967)
- Soil Conservation Act (Act No. 76 of 1969)
- Hazardous Substances Act (Act No. 15 of 1973)
- Conservation of Agricultural Resources Act (Act No. 43 of 1983)
- Environment Conservation Act (Act No. 73 of 1989)
- Minerals Act (Act No. 50 of 1991)
- Minerals And Petroleum Resources And Development Act (Act No. 28 Of 2002)
- Occupational Health and Safety Act (Act No. 85 of 1993)
- Development Facilitation Act 67 of 1995
- Integrated Environmental Management (IEM)
- National Environmental Management: Waste Act (Act No. 59 of 2008)
- Explosives Act (Act 15 of 2003)
- Provincial and Local Government Ordinances and Municipal Bylaws

In terms of the above legislation, this includes all regulations framed thereunder and amendments there to.

3.3 Parties Involved

Responsibility for the implementation of the EMPR lies with all parties involved in the project. Overall responsibility does however rest with the project Proponent. This responsibility, in some instances may be delegated to the Implementing Agent & Contractors however the Proponent will retain legal responsibility for any transgressions. In that capacity, the Proponent should delegate suitably qualified person(s) with the responsibility of ensuring correct implementation and adherence to the EMPR. This party must:

- Guide, advise and consult with the Proponent, Implementing Agent and Contractors on any environmental issues during construction.
- Revise the EMPR in consultation with the Environmental Consultants as required, and inform the relevant parties of any changes.
- Ensure the protection and rehabilitation of the environment.
- Ensure that the EMPR has been accepted and understood as a contractually binding document on all Contractors and Sub-Contractors.
- Conduct environmental awareness training on the requirements of the EMPR for all construction staff, especially focusing on the requirements regarding works in close proximity to wetlands / watercourses, prevention of accidental spillage of hazardous chemicals and oil, pollution of water resources (both surface and groundwater), air pollution and litter control and identification of archaeological artefacts.
- Manage the construction project to ensure that the training and capabilities of the Contractor's site staff are adequate to carry out the designated tasks.
- Ensure staff operating equipment (such as excavators, loaders, etc.) are adequately trained and sensitised to any potential hazards associated with their tasks.
- Ensure no operator is permitted to operate critical items of mechanical equipment without having been trained by the Contractor and certified competent by the Project Management.
- Ensure that all staff are aware that no works are permitted within the boundaries of a wetland / watercourse without the necessary approvals from the Department of Environmental Affairs.

The responsibilities of the all service providers involved in the project are to:

- Ensure that all requirements of the EMPR and specific project details, communicated to, understood and followed by all their staff working on the project who may have the potential to impact on the environment.
- Ensure that a procedure exists for reporting incidents and resolving any problems rapidly.

The management guidelines contained in this document must form part of the contractual agreements between the Proponent, Implementing Agent and the Contractor/s.

The following parties are applicable to this project:

Proponent (Department of Water Affairs)

Proponent must be in overall charge of the contract, the Contractor/s and the adjudication of the EMPR requirements. The Proponent can delegate the daily controls on site to an Implementing Agent or similar responsible person, when necessary. The Proponent is however ultimately responsible for adherence to the EMPR and its implementation during the construction and operation of the project.

Implementing Agent / Project Engineer (To be appointed)

The Implementing Agent / Project Engineer is the administrator of the project during construction. The Implementing Agent / Project Engineer is responsible for all direct communication with the contractor. The Implementing Agent / Project Engineer is responsible for reporting regularly to the Proponent on environmental matters during construction.

Contractor (To be appointed)

This refers to the main Contractor(s) appointed by the Proponent for the construction of the Project, or portion of the Project. The main contractor(s) are required to adhere to the EMPR and are responsible for ensuring that all sub-contractors, suppliers and staff appointed by them also adhere to the requirements EMPR.

4 COMPLIANCE WITH THE REQUIREMENTS OF THE EMPR

4.1 Record Keeping

Copies of the EMPR required for specific construction activities must be kept on site and made available for inspection by visiting officials of the Proponent or relevant Environmental & Local Authorities.

The Contractor must appoint a Designated Environmental Officer (DEO) who must ensure compliance with the requirements of the EMPR on a daily basis, the DEO must submit monthly environmental compliance reports to the Proponent and Implementing Agent. Any non-compliance finding must be documented in a site register which must include the nature and magnitude of the, the action taken to correct the non-compliance, the actions taken to mitigate its effects and the results of those actions. Any significant emergency incidents during the project must be reported to the Competent Authority immediately.

The Contractor must also record all complaints received regarding activities on the construction site pertaining to the environment, and the response noted with the date and the action taken. These records must be submitted to the Proponent and Implementing during the monthly site meetings.

4.2 Environmental Monitoring & Penalties

The EMPR must be made binding on all Contractors operating on the site and be included within the Contractual Clauses. The overall responsibility for ensuring compliance with the EMPR is with the Proponent or any party they may delegate this responsibility to. The abovementioned parties must ensure that all staff members, sub-contractors, suppliers and visitors understand and adhere to the EMPR since the approval of the document implies that that it is legally binding. The duration over which the Contractor's controls shall be in place cover the construction period of the project as well as the limited time after the contract completion, commonly known as the defects liability period.

The monitoring and environmental compliance of the Project must take place as follows:

- The requirements of the EMPR must be discussed at professional team meetings in order to understand the environmental content of the document.
- The Designated Environmental Officer (DEO) appointed by the Contractor must on a daily basis inspect the construction site for compliance against the conditions of the EMPR. Any Non-Compliance findings must be timeously rectified and reported to the Implementing Agent on a weekly basis. A monthly environmental compliance report must be compiled by the DEO and provided to the Proponent and Implementing Agent for discussion at the Site Meetings.
- The Contractor and his appointed DEO shall ensure that all staff members, sub-contractors, suppliers and visitors understand and adhere to the EMPR since it is a legally binding document. The Contractors must comply at all times with the requirements of the EMPR and must acknowledge in writing by signing the acknowledgement form that they will abide by the contents of EMPR. Copies of the signed acknowledgement form are to be forwarded to the Proponent and Implementing Agent.

The DEO must audit the site on a monthly basis according to the following criteria / principals. In this regard the DEO is required to:

- Determine from the EMPR document, criteria that is prescriptive during all phases of the project.
- Develop a checklist against which the criteria can be referenced during the audit.
- Investigate compliance of the project to the conditions of approval of the EMPR
- Obtain and document evidence of any non-compliance and corroborate both verbal and physical evidence where possible.
- Compile monthly reports on the implementation of the EMPR and submit this report to the Proponent and Implementing Agent.

Compliance ratings against which the EMPR criteria are assessed should be as follows:

The Proponent, Implementing Agent or Contractor are deemed not to have complied with the EMPR if:

- Within the boundaries of the site and pipeline route, site extensions and access roads there is evidence of contravention of clauses contained with the EMPR or Contract Documents;
- Environmental damage occurs due to negligence;
- The contractor fails to comply with corrective or other instructions issued by the Proponent or Implementing Agent within a specified time frame;
- The contractor fails to respond adequately to complaints from the public or local community.

The Proponent, Implementing Agent or Contractor (whoever is the responsible party) must act immediately after a notice of non-compliance is received, and correct the cause for the issuing of the notice. Application of a penalty clause should apply for incidents of non-compliance. The penalties imposed per incident or violation should be as follows:

Incident / Violation	Penalty
Unauthorised construction activities within Watercourses / Wetlands	R 25 000
Failure to stockpile material correctly	R 5 000
Pollution of water bodies	R 10 000
Failure to control Stormwater runoff	R 10 000
Failure to provide adequate sanitation	R 20 000
Unauthorised clearing / removal of vegetation	R 5 000
Failure to provide adequate waste disposal facilities and services	R 10 000
Failure to reinstate disturbed areas within specified time period	R 5 000
Failure to rehabilitate disturbed areas within 3 months of completion	R 5 000
Any other contravention of the environmental specification	R 2 000

The Proponent shall be entitled to deduct the penalty amounts from monies due under the contract for rehabilitation if the non-compliance is not remedied within the specified timeframe provided by the DEO, Implementing Agent or any other competent authority.

The penalty associated with a chemical spill is not a set amount but will depend on the nature and extent of the spill. Rather than pay a set penalty the Contractor will need to pay for the cost of any soil and /or groundwater monitoring and any soil and / or groundwater remediation required by authorities.

The imposition of such a penalty shall not preclude the relevant provincial authority from applying an additional penalty in accordance with statutory powers.

Failure to redress the cause must be reported to the relevant authority by the DEO for them to deal with the transgression, as deemed fit. The polluter-pays principle applies.

The "polluter-pays" principle provides that "the costs of remedying pollution, environmental degradation and consequent adverse health effects and of preventing, controlling or minimizing further pollution, environmental damage or adverse health effects must be paid for by those responsible for harming the environment. NEMA imposes a duty of care on every person who causes, has caused or may cause significant pollution or degradation of the environment is authorised by law or cannot reasonably be avoided, NEMA requires that the pollution must be minimised and rectified.

NEMA and its Regulations entitle environmental authorities to administer a fine not exceeding R 5 million or 10 years imprisonment and/or a fine and imprisonment for a person guilty of an unlawful activity. The Act makes allowance for the rectification of the unlawful activity but may charge up to R 1 million administration fees over and above the remediation costs.

Furthermore NEMA makes provision for damages to be awarded by the courts where loss or damage has occurred as a result of a contravention of certain environmental statutes. For example, offences under the National Water Act No. 36 of 1965 and the Environmental Conservation Act No. 73 of 1989 may result in penalties being imposed in terms of NEMA. Importantly, NEMA provides for the liability on conviction of employees, managers, agents and directors for any offences resulting from the failure to take all the reasonable steps that were necessary under the circumstances to prevent the commission of an offence.

The Competent Authorities retain the right to inspect the project during all phases of the project.

5 AMENDMENTS TO THE EMPR

This EMPR outlines the site specific environmental practices and mitigation measures to be adhered to during the pre-construction and construction phases, in order to curtail and/or minimise potential negative impacts and promote sound environmental practises.

Any major issues not covered in the EMPR as submitted, must be addressed as addenda to this EMPR, and submitted to the Environmental Consultants for approval prior to implementation.

6 ENFORCING THE EMPR

The project Proponent or their designated representatives have an overall responsibility to ensure that all those people involved / appointed to the project are aware of and familiar with its environmental requirements. The EMPR shall be part of the terms of reference for all contractors, sub-contractors and suppliers. All contractors, sub-contractors and suppliers have to give some assurance that they understand the EMPR and that they will undertake to comply with the conditions therein.

All senior and supervisory staff members shall familiarise themselves with the full contents of the EMPR. They shall know and understand the specifications of the EMPR and shall be able to assist other staff members in matters relating to the implementation EMPR. On completion of construction, the EMPR shall be part of the terms of reference for any maintenance requirements of the scheme.

All parties involved in the project must sign an acknowledgement that they are familiar with the requirements of the EMPR. These records must be kept on file by the Proponent.

7 GENERAL CONSTRUCTION PHASE EMPR REQUIREMENTS

Construction phase EMPR activities are those relating to the preparation of the site prior to commencing the Construction Phase, as well as the construction and rehabilitation activities themselves.

7.1 Access to the Site

The construction site must have strict access control to reduce the risks associated with vehicular transportation and pedestrian access on the site. The Contractor shall be made aware of this requirement by the Proponent prior to construction commencing on site.

Haulage and construction routes must be carefully planned to utilise existing roads wherever possible to avoid unnecessary disturbance to the surrounding environment. All access and haul roads within the site need to be maintained in a good condition by addressing problems associated with construction traffic such as potholes, corrugations and storm water damage as soon as these become apparent. The DEO must conduct weekly site inspections of the routes and instruct the Contractor to address any problems as and when they are identified.

Unnecessary compaction of soil on site by heavy vehicles must be avoided as far as possible and construction vehicles need to be restricted to demarcated access, haulage routes and turning areas.

7.2 Preparation of Method Statements / Management Plans

Method Statements and/or Management Plans shall be submitted by the Contractor to the Proponent and Implementing Agent for approval for the following activities prior to any construction commencing on site:

1. Construction camp locality and layout plans;
2. Management, use and storage of hazardous goods / substances, including petrochemicals;
3. Stormwater Management at the construction Camp/s and at the construction work front;
4. Traffic accommodation and construction vehicle movement routes during the construction phase;
5. Management plan for any construction activities within 50 metres of either of the two watercourses located at 19°16'48.965"E; 33°58'52.269"S & 19°16'28.462"E; 33°59'10.625"S;
6. Spill Contingency Plan;
7. Alien invasive Plant Management plan; and
8. Emergency Response Procedures.

The DEO must monitor the implementation of the Method Statements and Management Plans during the construction phase of the project.

7.3 Permit Requirements (If Any)

The necessary permits must be obtained by the Proponent and Contractor prior to the commencement of any activities requiring such a permit. These could include permits for activities such as:

- The disposal of effluent on site.
- Impacting on water resources, would constitute a Water Use Licence from the Department of Water Affairs.
- Protected tree or plant relocations, and cutting, removal or destruction of protected trees and plants.
- Mining permits / licenses for borrowed material required for the construction activities if this material will not be from an authorised / legal commercial source.

7.4 Environmental Awareness Training

The Contractor must ensure that the construction team and all sub-contractor/s are familiar with the EMPR requirements and have a basic level of environmental awareness training. The Contractors DEO shall undertake environmental awareness induction training prior to the start of any construction activities on site.

Topics to be covered by the training should include:

- Explanation of what is meant by “environment” and why the environment needs to be protected and conserved.
- How construction activities can impact on the environment, and what measures can be taken to mitigate against these impacts.
- Awareness of emergency and hazardous spills response provisions.
- Prevention of pollution and litter control and the minimization of disturbance to sensitive areas which include the two watercourses along the alignment located at 19°16'48.965"E; 33°58'52.269"S & 19°16'28.462"E; 33°59'10.625"S.
- Social responsibility during construction. This entails being considerate to local land owners.
- Construction Workers need to be made aware that they are not to make excessive noise (e.g. shouting/hooting).
- The need for a “clean site” policy also needs to be conveyed to construction workers.
- Worker conduct on site which encompasses a general regard for the social and ecological wellbeing of the site and adjacent areas. Workers need to be made aware of the following general rules of behaviour.
 - No alcohol/drugs to be present on site and no firearms permitted on site or in vehicles transporting staff to /from site, (unless used by security personnel).
 - Prevention of noise and unsocial behaviour.
 - Bringing pets on site is forbidden, and no harvesting of fruit or firewood from the site or from areas adjacent to it.
 - Workers are to make use of facilities provided for them, as opposed to ad-hoc alternatives (e.g. the use of surrounding bush as a toilet facility is forbidden; fires for warmth or cooking are forbidden).
 - Driving under the influence of alcohol is prohibited.
 - Trespassing on private/commercial properties bordering the site is forbidden.
 - Other than pre-approved security staff, no workers shall be permitted to live on site unless deemed necessary due to the specific project.

It is also important that the Proponent or Implementing Agent is on hand to explain more complex/technical issues and to answer any questions which may arise.

7.5 Staff Conduct

The Contractor needs to monitor the performance of workers to ensure compliance with good environmental practices and general conduct as explained earlier during the environmental awareness induction training.

7.6 Construction Camp

A site camp position must be identified by the Contractor and approved by the Proponent and implementing Agent prior to construction commencing. The Construction Camp must not be located within 50 of a watercourse or any other sensitive environmental feature. The placement of the construction camp must take into consideration the locality of surrounding residents so that disturbance impacts on the community is minimised. The potable water, ablution facilities and electrical connection details are to be furnished by the contractor to the Proponent and Implementing Agent.

The construction camp should at a minimum comprise of the following:

- a site office;
- formal ablution facilities (Chemical Toilets);
- a designated first aid area;
- a designated eating area;
- designated general and hazardous material storage areas;
- designated waste storage area;
- formalised and appropriate refuelling area; and
- designated maintenance area.

The size of the camp should be kept to a minimum (especially where vegetation has to be cleared for its construction). Parking for staff and visitors needs to be adequately provided. The Contractor must also ensure that drainage on the camp site is such to prevent standing water and/or sheet erosion from taking place.

A Complaints Register must be maintained on site by the foreman for all complaints.

The Contractor must monitor and manage drainage and runoff from the construction camp on a weekly basis to avoid standing water and soil erosion.

7.7 Site Ablution Facilities

Temporary chemical toilets must be supplied by the Contractor at the site camp and at the work front. 1 (one) Toilet per 15 (fifteen) staff members must be provided for. Weekly servicing of chemical toilets needs to be undertaken by a licenced service provider and service records must be filed at the site office.

Toilets must be located at least 50 metres from any watercourse or wetland system.

The construction of "long drop" toilets is forbidden. Under no circumstances may neighbouring open areas or the surrounding bush be used as a toilet facility by site staff and a R200 spot fine must be imposed on any site staff caught ignoring this specific EMPR requirement.

7.8 Traffic Management

The Contractor must ensure that all construction vehicles are in a road-worthy condition. No loose materials may be transported onto or off the site without the load being secured in order to prevent possible danger to other road users from materials falling from the back of vehicles.

Construction vehicle movement within the construction site must be restricted to 25km/hr. All un-surfaced roads on site shall be damped down on a regular basis as considered necessary by the Engineer, as often as is necessary under prevailing climatic conditions, to reduce the levels of dust created by construction vehicles operating on the un-surfaced roads. Furthermore, dust can be an aesthetic nuisance for adjacent landowners as well as a significant health hazard.

Construction warning signs must be utilised to warn other road users travelling along the surrounding roads of the construction activities ahead, including warning signage at the sites access and exit points for traffic to slow down. If necessary, the speed limit must be reduced at these points.

Deliveries by large trucks to and from the construction site should be undertaken in periods where traffic volumes are not peaking, i.e. between 8:30 AM and 3:30 PM. This process will require management and it must be controlled by the Contractor who should not accept deliveries outside of these prescribed times. All suppliers must be notified of such and will need to comply with these requirements.

7.9 Waste Management

Waste receptacles such as skips/bins need to be provided at intervals along the work front and in the construction camp area. Regular disposal needs to be practiced for these containers. Non-hazardous waste generated on site needs to be disposed of at a registered landfill site and waybills filed at the site office for auditing purposes. Any hazardous waste generated needs to be collected and disposed of by an approved licenced Waste Contractor. Similarly the chemical toilets on site need to be regularly serviced by the licenced service provider on a weekly basis.

Bins and / or skips must be supplied by the contractor at convenient intervals on site for disposal of waste from construction activities. The bins should have liner bags for easy control and safe disposal of waste. There should be recycling of waste practiced with separate drums provided for paper and cardboard; glass; plastics; metals and organic waste. The excavation and use of rubbish pits on site is forbidden. The burning of waste is forbidden. Any area demarcated for the sorting or temporary storage of waste needs to be signposted and fenced off. The provision of separate skips for different waste types (i.e. "household" type refuse; building rubble) needs to be provided.

If required a designated, banded area is to be set aside for vehicle washing and maintenance, and hazardous wastes. Any waste effluent or materials caught in this banded area must be disposed of to a suitable and licenced waste site by a licenced service provider. Waybills for safe disposal must be filed at the site office.

The Contractor must ensure that all litter is collected daily from the work front and site camp areas. Similarly, all bins and/or skips must be regularly emptied and their waste disposed of at a registered landfill site. All waybills are to be filed at the site office.

Construction rubble needs to be disposed of at a registered landfill site and a sump (earth or other) must be created for concrete waste. This is to be de-sludged regularly and the cement waste is to be removed registered landfill site.

The following general principals must apply to waste management on the site:

- The Contractor responsible for the waste removal and management on the site which must be undertaken in accordance with local municipal requirements.
- Transport of all waste on site must be undertaken by a reputable, registered waste contractor, approved by the local authority.
- Any hazardous waste such as fuel, oils and chemicals shall be disposed of by a licence service provider at a licensed hazardous waste disposal site.
- The Contractor must keep the site clean, tidy and litter free at all times. Strict control of the management of the refuse generated by the employees, must be enforced. The Contractor must take steps to ensure that littering by construction workers does not occur.
- No refuse or waste material is to be disposed of by burying or burning.
- All asbestos material shall be disposed of according to the Asbestos Regulations 2001, as per Government Notice. R: 155, dated 10 February 2002, promulgated under the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993).

7.10 Stormwater Management

The Contractor must ensure that stormwater management controls are planned and implemented to prevent soil loss during site establishment. The increase in stormwater runoff resulting from construction activities must be estimated and the temporary drainage system assessed accordingly to prevent storm water erosion damage.

If required, a Stormwater Management Plan for the temporary control of stormwater emanating from the site must be submitted by the Contractor and approved by the Implementing Agent.

During site establishment, any existing stormwater culverts and drains are to be located and covered with metal grids to prevent blockages if deemed necessary by the Implementing Agent. Provision must also be made during the establishment phase for all polluted runoff to be treated to the Proponents and Implementing Agents approval before being discharged into the stormwater system (this will be required for the duration of the project). Stormwater contaminated with hazardous chemicals or petrochemicals must be treated and disposed of by a licenced service provider and waybills must be filed at the site office.

Construction activities often result in the diversion of natural water flow resulting in the concentration of flow and an increase in the erosive potential of the water. Thus the Contractor must not in any manner modify or damage the banks or bed of streams, rivers, wetlands, other open water bodies and drainage lines adjacent to or within the designated working area without the necessary environmental approvals being in place from the Competent Authorities.

Earth, stone and rubble must not be placed in stormwater channels, drainage lines or rivers. Periodic checking of the site's drainage system needs to be conducted by the DEO to ensure that it is unobstructed. It is important to ensure that the stormwater management plan/system implemented is functioning as intended and that the peak storm water discharge from the site has not increased as a result of construction activities.

Further principles that should be followed in terms of temporary stormwater management on site include:

- The avoidance of the use of high velocity storm water pipe lines in favour of open, high friction, semi-permeable channels wherever feasible;
- The construction of a number of smaller storm water outfall points instead of a few large outfall points, and;
- The design of stormwater outfalls should facilitate reduced flow velocity and minimize and avoid stream banks and soil erosion through design features such as reno-mattresses or splitter blocks.

Similarly, un-channelled flow must be controlled to avoid erosion. For this purpose, rows of straw/hay should be dug into the soil in contours to slow surface wash and trap eroded soil. This is known as brush packing. The spacing between rows will be dependent on the slope.

Similarly, in situations where the surface run-off is concentrated as is the case along exposed roadways/tracks, flow should be attenuated by contouring with hay bales. If the area is used for construction vehicles, berms may be used alternatively. These should channel concentrated flow into the detention/attenuation ponds or areas protected with hay bales for flow minimisation and sediment trapping.

Furthermore physical measures that must be taken to prevent stormwater pollution include:

- Where necessary rock pitched diversion ditches or berms are to be used to divert water runoff away from exposed soil or construction areas. Silt fences may also be used.
- Separate stormwater collection areas and interceptors at fuel storage areas, batching plants and other potentially polluting activities must be constructed.
- The use and storage of all materials, fuels and chemicals, which could leach into the ground, shall be controlled. Adequate spillage containment measures must be implemented, such as cut off drains, berms, etc. Fuel and chemical storage containers must be set on a concrete plinth with 1.10% containment capacity to be provided by the bund walls.
- Any residue from spillages shall be removed from site by appropriate contractors. Handling, storage and disposal of excess or containers of potentially hazardous materials shall be in accordance with the requirements of the adjudicating authority or any other relevant department.
- No storage of any materials whatsoever will occur on or within 50 metres of a natural drainage system.

- Silt fences, sandbags and spoil rock must be on hand at all times to assist in establishing temporary runoff control measures and should be used wherever necessary to proactively control erosion and trap sediment.
- Silt traps and sandbags must be used to reduce the energy of surface runoff and capture sediment along the sloping portions of the construction work front.
- Erosion gullies and rills within the construction site must be rehabilitated immediately and the root cause of the erosion dealt with immediately.

It is important that all of the above-listed mitigation measures are costed for in the construction phase financial planning and budget so that the Contractor cannot claim financial budget constraints as reasons for non-compliance.

7.11 Water Quality and Soil Contamination Management

Every precaution must be taken to ensure that any chemicals or hazardous substances do not contaminate the soil, surface or ground water on site.

For this purpose the Contractor must:

- Ensure that the mixing /decanting of all chemicals and hazardous materials takes place on a tray or impermeable surface. Waste generated from these activities should then be disposed of at a registered landfill site.
- Ensure all storage tanks are properly designed and managed in order to prevent pollution of surface and ground water, and soils.
- Construct separate storm water collection areas and interceptors at storage tanks, and other associated potentially polluting activities.
- Ensure that use and storage of fuels and chemicals that could potentially leach into the ground is properly controlled. Adequate spillage containment and clean-up measures must be implemented.
- Fuel and chemical storage containers must be set on a concrete plinth with 110% containment capacity to be provided by the bund walls concrete plinth. The containment capacity shall be equal to the full amount of material stored, plus 10%.
- Appoint appropriate contractors to remove any residue of hazardous substance spillages from site.
- Ensure that used oils/lubricants are not disposed of on/near the site, and that contractors purchasing these materials understand the liability under which they must operate. The DEO will be responsible for reporting the storage/use of any other potentially harmful materials to the relevant authority.
- Ensure that site staff do not use any stream, river, other open water body or natural water source adjacent to or within the designated site for the purposes of bathing, washing of clothing or for any other construction or related activities. Municipal water or another source approved by the Implementing Agent and Proponent must be used for all activities such as washing of equipment, dust suppression, concrete mixing and compacting.

Provision must be made during site establishment for all polluted runoff to be treated to the Proponent and Implementing Agents approval before being discharged into the storm water system. This is required for the duration of the construction project.

Storage areas that contain hazardous substances must be banded with an approved impermeable liner and fitted with an outlet valve. The storage areas should preferably have a roof, however if this is not the case then any stormwater ingress must be considered contaminated and disposed of by a licenced service provider. Any stormwater ingress must be removed on a daily basis to prevent reduced bunding capacity.

Spills in banded areas must be cleaned up, removed and disposed of safely from the banded area as soon after detection as possible to minimise the pollution risk and reduced bunding capacity.

A designated, bunded area is to be set aside for vehicle washing and maintenance if this will be undertaken on the site. Run-off from fuel depots / workshops / truck washing areas and concrete batching / mixing areas shall be directed in to a conservancy tank and disposed of at a waste disposal site approved by the Proponent and the local municipal authority. Should the Contractor require construction vehicles to be washed on site using a high pressure sprayer, all wash areas will have oil traps installed before draining into the sewer system. The Contractor shall confirm that contaminated wash water does not enter drainage structures untreated.

Contaminated water storage facilities shall not be allowed to overflow and appropriate protection from rain and flooding must be implemented. No storage construction materials whatsoever, or placement of temporary ablution facilities, must take place within 50 meters of a watercourse or wetland.

7.12 Soil Management

Prior to site establishment the Contractor must strip and stockpile any topsoil (if any) within the construction zone for re-use during rehabilitation. Stockpiled soil should not be in excess of 2 m in height, and should be protected from wind and rain with the use of tarpaulins if necessary. Soil stockpiles must be positioned at least 50 metres away from watercourses or wetlands to prevent soil eroding directly into any watercourses and drains nearby.

Soil Stockpiles must be positioned in an area that will prevent dust particles being blown onto the residents and road users. Where necessary wind screening and stormwater management controls must be implemented at stockpile sites to prevent soil loss during construction.

Clearing activities, including heavy earthworks, must only be undertaken during agreed working times and permitted weather conditions as agreed upon with the Proponent and Implementing Agent. If heavy rains are expected shortly before planned clearing activities then these should be postponed until after the rainfall event. In this regard, the Contractor must make himself aware of the daily weather forecasts.

¹The unnecessary removal of groundcover from slopes must be prevented, especially on steeper slopes. Following the clearing of an area, the surfaces of all exposed slopes must be roughened to retain water and increase infiltration (especially important during the wet season). Any steep or large embankments that are expected to be exposed during the 'rainy' months should either be armoured with fascine like structures or re-vegetated grassed immediately with strip sods.

Stormwater control and wind screening must be undertaken where necessary to prevent soil loss from the site.

The battering of any banks shall be such that cut and fill embankments are no steeper than previous natural slopes unless otherwise allowed by the Engineer. Cut and fill embankments steeper than previous ground levels must be re-vegetated immediately. All embankments, unless otherwise directed by the Implementing Agent, shall be protected by a cut off drain to prevent water from running down the face of the embankment and resulting in erosion.

7.13 General Stockpile Management

The general requirements for the sighting of materials stockpiles are that they should be situated in an area that should not obstruct the natural water pathways / flows on site. No material Stockpiles of any type must be located within 50 metres of a watercourse and must be positioned in an area that will prevent dust particles being blown onto the adjacent residents.

¹ Please note that as the pipeline falls within the existing road reserve which is devoid of vegetation and steep embankments for the majority of the route certain re-vegetation and soil management requirements may not be applicable to this particular project and have merely been included for reference purposes should designs change.

Material stockpiles or stacks such as pipes, must be stable and well secured to avoid collapse and potential injury to site workers and/or local residents. No materials are to be stored in unstable or high risk areas such as steep slopes or floodplains. Obstruction to drivers' line of site due to stockpiles and stacked materials must be avoided, in particular at intersections and sharp corners.

Any topsoil stockpiles must be kept separate from other stockpiled materials for later use in rehabilitation requirements. Topsoil stockpiles shall not be compacted, and may not exceed 2 metres in height.

Subsoil materials excavated for the pipeline trench must be temporarily stockpiled on the opposite side of the trench until backfilling occurs to prevent obstruction in the working corridor.

If topsoil or subsoil stockpiles are exposed to windy conditions or heavy rain, they could either be protected by vegetation using an indigenous grass seed mix or cloth, depending on the duration of the time which the stockpiles will remain. Dust suppression in the form of watering must be implemented on all soil stockpile areas during windy conditions. The construction of a berm consisting of sand bags or a low brick wall can also be installed around the base of the stockpile for soil retention purposes. Soil stockpiles must be maintained free of alien vegetation and weeds at all times.

7.14 General and Hazardous Substances / Materials Management

Storage areas can be hazardous, unsightly and can cause environmental pollution if not designed and managed carefully. The selection of the site for the storage of materials needs to consider the prevailing winds, distance to water bodies and general on-site topography. These areas need to be designated in the construction camp layout plan and demarcated and fenced if necessary. Hazardous substance storage areas must be secured and safe from access from unauthorised personnel, children and animals.

A number of general requirements relating to the use of construction materials must be adhered to, these include:

- The mixing of all concrete must occur on a designated, impermeable surface or mixing board.
- Lime and other powders must not be mixed during very windy conditions.
- Similarly the spraying of herbicides or pesticides must not occur under windy conditions and must comply with OSHA regulations and other chemical handling laws.
- All substances required for vehicle maintenance and repair must be stored in sealed containers until they can be disposed of/removed from the site.
- Hazardous substances/materials are to be transported in sealed containers or bags.

A Method Statement for the Management of Hydrocarbon Spills must be prepared by the Contractor. The site shall have a ready supply of absorbent material available to absorb any emergency hydrocarbon spills. The quantity of such materials available must be able to absorb / deal with a minimum of 200 litres of hydrocarbon liquid spill. In the event of a spillage the source of the spillage must be isolated. The Contractor must contain the spillage using sand berms, sandbags, pre-made booms, sawdust or other absorbent materials, and the area must be cordoned off and the DEO and Implement Agent must be immediately notified so that the correct clean up procedure can be followed.

The DEO and Contractor are responsible for ensuring that potentially harmful materials are properly stored and used on the site. A ledger of all hazardous materials stored on site must be maintained and a record of the people that have accessed the materials kept as part of the safety system of the materials. In addition, this system will ensure that the correct people are accessing these materials and therefore they will be well versed in their usage and the precautions required. Hazardous materials to be stored on site are those that are potentially poisonous, flammable, carcinogenic or toxic. These materials include diesel, petroleum, oil, bituminous products; cement; solvent based paints; lubricants; explosives; drilling fluids; pesticides and herbicides and Liquid Petroleum Gas (LPG). Material Safety

Data Sheets (MSDS's) must be readily available on site for all chemicals and hazardous substances to be used on site. MSDS's must also include information on ecological impacts and measures to minimize negative environmental impacts during accidental releases or escapes.

Fire prevention and fighting equipment, as well as spill kits, must be present at all hazardous chemical storage facilities. It is important that the storage areas for hazardous chemicals are positioned away from neighbouring residential or commercial properties (where applicable).

Furthermore all hazardous storage and refuelling areas must be bunded according to the following minimum requirements:

- The bunding will be 110% of the capacity of the tank/s, or volumes of liquids being stored.
- The bunding must be constructed of a concrete foundation with brick walls, and must have an impermeable lining (e.g. epoxy coating on internal plastered surfaces).
- The containment bund must be sloped to a low point.
- A outlet valve must be installed at the low point in the wall to allow for the release of excess stormwater in the event of excessive rainfall.
- The storage areas should preferably have a roof, however if this is not the case then any stormwater ingress must be considered contaminated and disposed of by a licenced service provider. Any stormwater ingress must be removed on a daily basis to prevent reduced bunding capacity.

Should a spill occur within these bunded areas it must be cleaned up, removed and disposed safely from these areas as soon as possible after detection in order to minimize pollution risk and reduced bunding capacity. A designated, bunded area is to be set aside for vehicle washing and maintenance. Materials collected in this area must be disposed of at a suitable waste site or as directed by the Engineer.

All fuel storage tanks must meet relevant specifications and be elevated so that leaks can be easily detected. Fuel and oil is to be stored within a specifically demarcated area on site. Areas for storage of fuels and other flammable materials must comply with standard fire safety regulations and may require the approval of the Local Municipal Fire Prevention Officer. Safety and fire prevention precautions must be strictly adhered to at these areas. Oils must be stored in tanks or drums with lids that remain firmly closed and shielded from the elements, and kept under lock and key. These areas shall be clearly signed and bunded as per the above specifications. All staff working with these materials/substances must be aware of their potential impacts and follow and be trained in the appropriate safety measures.

In the event that the concrete requirements are transported to site as "ready mix" certain precautions must be taken. To prevent spillage onto roads, "ready mix" trucks shall rinse off the delivery chute into a suitable sump prior to leaving the site.

If a concrete batching plant is required on site, the environmental specifications detailed below are to be employed:

- Shade cloth around the batching plant to prevent the cement dust being dispersed across the site;
- A sump for the collection of water overflow from the batching process;
- A method statement from the contractor must be drawn up to deal with overruns in the batching of concrete, i.e. 5 m³ is batched, but only 4.5 m³ is utilised, the method statement is to detail how the 0.5 m³ of unused concrete will be disposed of.

Cement / concrete must not be mixed directly on the ground. Mixing boards, mixing trays and impermeable sumps must be used at all mixing and supply points. Unused cement bags are to be stored so as not to be effected by rain or runoff events. Used cement bags must be stored in weatherproof containers to prevent windblown cement dust and water contamination. Used cement bags must be disposed of on a regular basis via the solid waste management system, and must not be used for any other purpose.

All visible remains of excess concrete must be physically removed on completion of the plaster or concrete pour section and appropriately disposed of. Washing the remains into the ground is not acceptable as groundwater contamination could occur. All excess aggregate shall also be removed. With respect to exposed aggregate finishes, the Contractor shall collect all contaminated water and fines and store it in sumps for disposal at an approved waste site.

7.15 Conservation of Natural Resources

No natural vegetation may be cleared during construction without the prior permission of the Implementing Agent and DEO. The Implementing Agent and DEO must be given an opportunity to mark vegetation such as indigenous trees (where applicable) that are to be conserved before the Contractor starts to clear the site.

Care must be taken to avoid the introduction of alien plant species to the site and surrounding areas. Particular attention must be paid to imported materials. An Alien Invasive Plant Management Plan for the construction zone must be developed and implemented by the Contractor for the duration of the Contract and Defects Liability Period.

Access into all protected areas and nature reserves must be restricted by the Contractor. Furthermore no construction works / disturbance must be allowed in watercourses / wetlands without prior permission of the Proponent and implementing Agent.

7.16 Safety and Security

During site establishment the construction camp must be secured to minimise the opportunity for criminal activity occurring. The construction camp should be fenced and manned on a 24 hour basis.

All deep excavations or dangerous areas must be adequately demarcated and sign posted with safety warning signage. All hazardous material storage areas must have appropriate signage and must have the necessary firefighting and spill containment and clean-up equipment in case of emergency situations.

7.17 Visual Impacts

The erection of lighting must be undertaken in such a manner as to preclude the lighting from becoming intrusive. Lighting positions must take cognisance of any surrounding residences, and night time vehicular movement and ensure that it does not cause temporary blindness of any vehicle operators.

Storage facilities, elevated tanks and other temporary structures on site must be located such that they are visually un-obtrusive to the local residents. The construction camp should be screened with the use of shade cloth prior to the start of construction as considered necessary by the Implementing Agent and Proponent.

Screening of highly reflective material must be given particular attention. It must be noted that the construction will be taking place in an area recognised for its scenic beauty.

7.18 Dust / Air Pollution Impacts

Vehicles travelling back and forth on the construction site must adhere to speed limits so as to avoid generating excessive dust. A speed limit of 25 km/hour must be adhered to on site and on all un-surfaced roads.

The Contractor shall take appropriate measures to minimise the generation of dust as a result of construction works, operations and activities to the satisfaction of the DEO, Implementing Agent and Proponent. The site must be dampened with a water bowser or sprinklers, as necessary to minimise dust problems.

Stockpiles are to be managed in accordance with the guidelines as per Section 7.13. Vehicles and machinery are to be kept in good working order and should excessive emissions be noted, the Contractor is to have equipment repaired and serviced.

No fires whatsoever are to be permitted on site. Should burning be required the necessary written approval must be obtained from the local Fire Chief and all the necessary precautions taken to avoid any potential damage occurring to surrounding land owners or environment.

7.19 Noise Impacts

Construction vehicles are to be fitted with standard silencers prior to the start of construction. Should the vehicles or equipment not be in good working order, the Contractor must be instructed to remove the offending vehicles or machinery from site. Equipment that is fitted with noise reduction facilities (e.g. side flaps, silencers etc.) must be used as per operating instructions and maintained properly during site operations.

Designated working hours must be restricted to 6am-6pm on weekdays and 7am-5pm on Saturdays. Works on Sundays should not be permitted without prior approval of the Proponent and Implementing Agent. These times and working days are restricted in accordance with the Department of Labour Gazetted Guidelines.

Blasting, piling or any other 'noisy' activities must take place during normal working hours (8am - 5 pm Monday to Friday). The surrounding community must be notified 3 days prior to any planned activities that will be unusually noisy. These activities could include, but are not limited to, blasting and piling. It is suggested that a Bulletin Board at the site camp entrance be erected for these types of community notices.

7.20 Fire Control

All fire requirements must be carried out as contained in the National Building Regulations SABS 0400 and the safety code of the N.F.P.A.

The Contractor must take all reasonable and active steps to avoid increasing the risk of fire through their activities on site. The Contractor must ensure that basic fire-fighting equipment is to the satisfaction of the Local Fire Services. The Contractor must designate a Fire Control Officer. The Contractor must ensure that all the correct fire-fighting equipment is available on site and within easy access. No fires for heating or cooking is permitted on the construction site. The disposal of any matter by burning is strictly prohibited.

7.21 Welding

The Contractor must take precautions when working with welding or grinding equipment near potential sources of combustion.

7.22 Cultural Heritage Environment

Before construction commences, all staff need to know what possible archaeological or historical objects of value could be found on the site. Site staff must be informed that they need to notify the

Contractor and Implementing Agent should ensure any item be unearthed. This item must be covered during the environmental awareness training process.

7.23 Site Specific Construction Works & Watercourse Management Requirements

For reference purposes please note that the definition of a watercourse in terms of the NEMA: EIA Regulations of 2010 is as follows:

“watercourse” means:

- (a) a river or spring;
- (b) a natural channel or depression in which water flows regularly or intermittently;
- (c) a wetland, lake or dam into which, or from which, water flows; and (d) any collection of water which the Minister may, by notice in the Gazette, declare to be a watercourse as defined in the National Water Act, 1998 (Act No. 36 of 1998) and a reference to a watercourse includes, where relevant, its bed and banks;

“wetland” means land which is transitional between terrestrial and aquatic systems where the water table is usually at or near the surface, or the land is periodically covered with shallow water, and which land in normal circumstances supports or would support vegetation typically adapted to life in saturated soil.

The most sensitive environmental features on the site are the watercourses located on, and in close proximity to the site. Although construction activities will not require excavation or works with the watercourses the following legal requirements must be noted by the Proponent, Implementing Agent and Contractor.

1. No construction or rehabilitation works whatsoever are permitted within the watercourses or wetlands on, or surrounding the site without the necessary approvals from the Competent Authorities which include the Department of Environmental Affairs (DEA) and Department of Water Affairs (DWA). The Proponent, Implementing Agent and Contractor are to note that the following Listed Activities in terms of the NEMA: EIA Regulations of 2010 will require Environmental Authorisation from the DEA prior to any such works being undertaken:
 - a. **The infilling or depositing of any material of more than 5 cubic metres into, or the dredging, excavation, removal or moving of soil, sand, shells, shell grit, pebbles or rock or more than 5 cubic metres from a watercourse.**
 - b. **The construction of infrastructure or structures covering 50 square metres or more where such construction occurs within a watercourse or within 32 metres of a watercourse, measured from the edge of a watercourse.**
2. No construction or rehabilitation works whatsoever are permitted to modify or damage the banks or bed of natural streams, rivers, wetlands, or other open water bodies adjacent to, or within, the designated working area without obtaining a Water Use Licence from the Department of Water Affairs.

As such any deviations to the project description (which include the construction of a pipe bridge across the watercourse located 19°16'48.965"E; 33°58'52.269"S, and the installation of the pipeline within the existing road crossing at 19°16'28.462"E; 33°59'10.625"S) or attached alignment (Annexure A) and design should be reviewed by an appropriate environmental specialist prior to any construction commencing.

7.24 Site Rehabilitation Requirements

The consultants note that the pipeline alignment falls within an existing road alignment servicing the existing canal which is currently transformed and devoid of any natural vegetation or topsoil, rehabilitation works for the pipeline alignment must therefore ensure that the site is returned to a similar state which would require the compaction and reinstatement of the access / service road once construction works have been completed.

In areas where natural vegetation may be impacted upon / disturbed by construction activities these areas are to be topsoiled and re-planted with locally occurring indigenous species and managed until vegetation has become established. Any indigenous planting programs are to source indigenous plant material from within a 50km radius. Locally harvested material must be free of alien invasive plants / seeds.

The following fertilizers may be used in areas as indicated by the DEO:

- Ammonium nitrate
- 2:3:2 (22)
- 3:2:1 (25)

It is critical that plant species are fertilised after planting. The preferable fertiliser mix should comprise MAP, at an application rate of 200kg per hectare.

Care must be taken to avoid contamination of water bodies by fertilizer, i.e. Avoid use during windy conditions or on areas directly adjacent to a natural water source. Fertilizer must be kept in waterproof drums to ensure no leaching occurs into the natural environment.

The surrounding natural environment comprises an extremely low fertility and few surface water resources, and it is therefore extremely unlikely that increased nutrients from the fertiliser would have any meaningful impact on nutrient status (except in the immediate vicinity of application).

Rehabilitation works should commence on completed sections of the pipeline as soon as practically possible, i.e. rehabilitation should immediately follow backfilling of the trenches. Contractor is to make financial provision for regular watering / irrigation while vegetation is becoming established. Management and maintenance of rehabilitated areas must continue at defined intervals during the Defects Liability Period.

It is highly advisable that any vegetation rehabilitation activities undertaken by the contractor be overseen or undertaken by a suitably experienced or qualified specialist to ensure successful establishment of vegetation.

Should the Contractor be required to decommission the existing canal system on completion of the project the following rehabilitation principals must be followed:

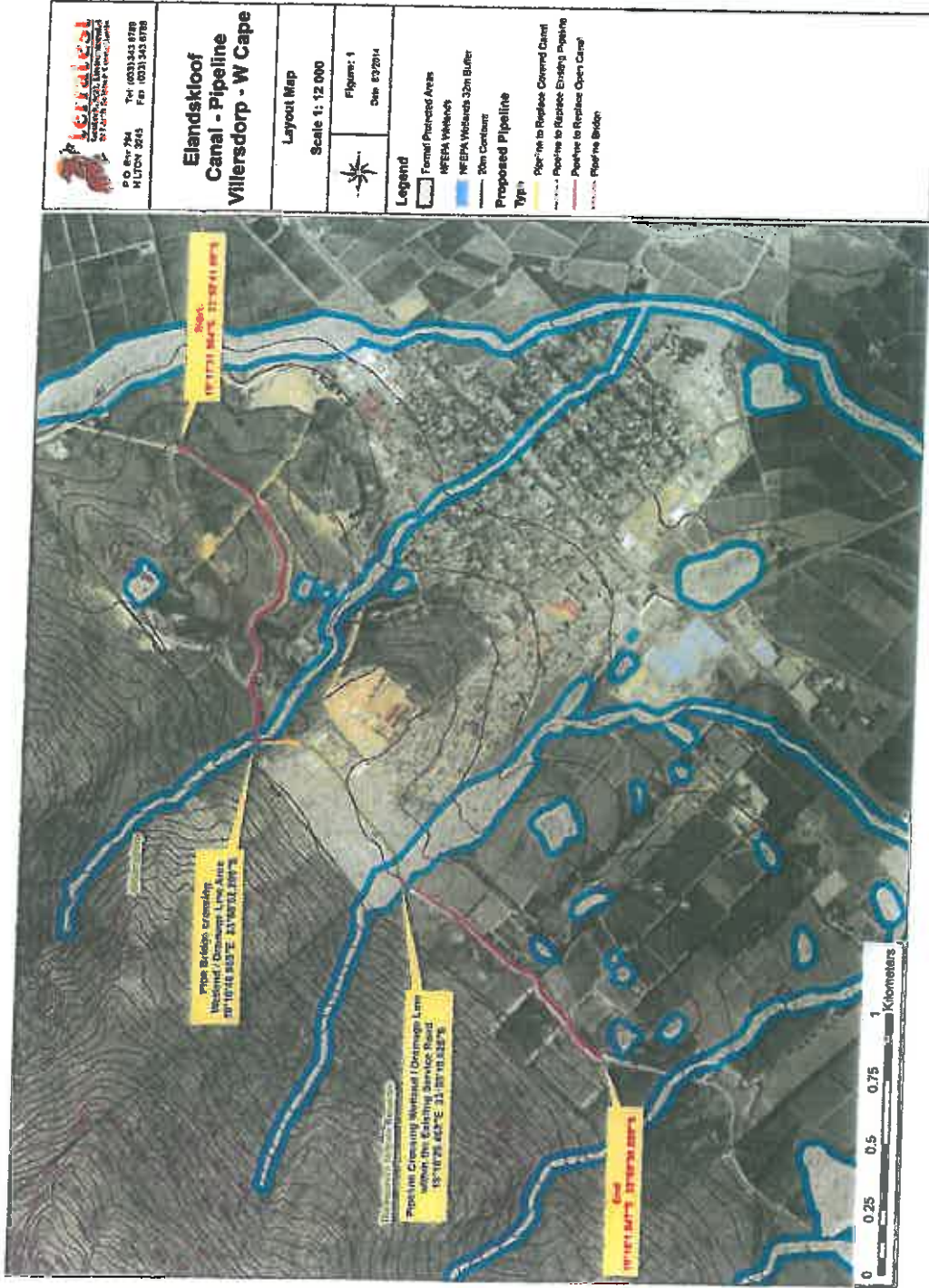
1. The concrete lining of the canal must be broken up and may be buried only within the existing canal alignment, and excess concrete which may not be appropriately buried within this alignment must be disposed of at a licenced landfill site.
2. A suitable cover of at least 50-80cm of soil must be placed over the concrete rubble, and then top soiled with at least 15cm of imported topsoil, as it is unlikely that can be sourced from the site itself.
3. The decommissioned canal alignment must be re-vegetated according to the specifications as described above and preferably overseen or undertaken by a suitably experienced or qualified specialist to ensure successful establishment of vegetation.

Please note that any decommissioning requirement works associated with the existing canal which fall within a watercourse must be undertaken in accordance with a specialised EMP which is formally

approved by the National Department of Environmental Affairs prior to implementation. This EMP does not provide for this specific decommissioning activity within watercourses and has not been approved by the Competent Authority.



ANNEXURE A – SITE LAYOUT





ANNEXURE B – EMPR ACKNOWLEDGEMENT FORM

**ENVIRONMENTAL MANAGEMENT PROGRAMME FOR THE PROPOSED
ELANDSKLOOF CANAL PIPELINE PROJECT (WP 0485 WTE), THEEWATERSKLOOF
LOCAL MUNICIPALITY, WESTERN CAPE.**

Record of signatures providing acknowledgment of being aware of, and committed to complying with the contents of this Environmental Management Programme (EMPR), which relates to the environmental management, mitigation and rehabilitation measures for the project outlined above, and the environmental conditions contained in the civil and other construction contract documents.

PROPONENT:

Signed: Date:

IMPLEMENTING AGENT:

Signed: Date:

CONTRACTOR:

Signed: Date:

DESIGNATED ENVIRONMENTAL OFFICER (DEO):

Signed: Date:

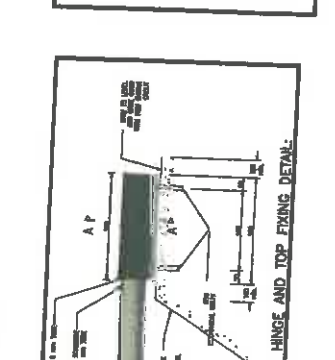
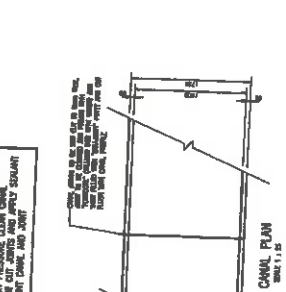
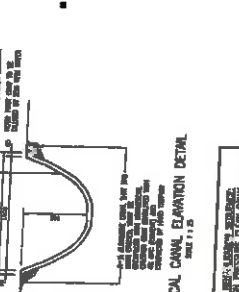
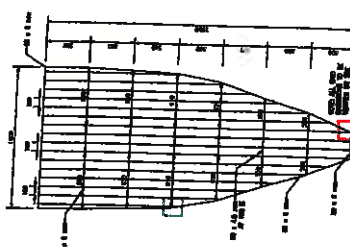
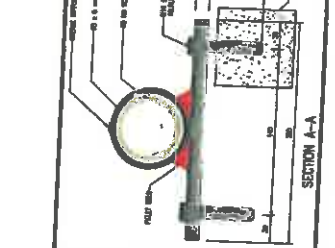
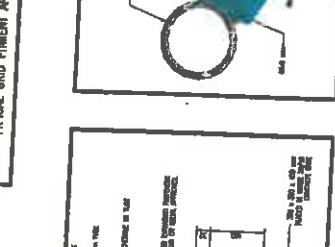
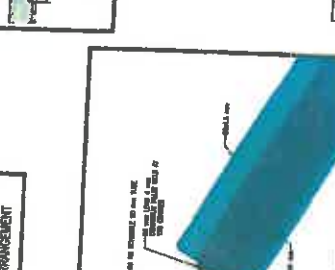
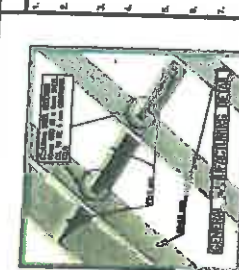
SUB - CONTRACTOR:

Signed: Date:

ANNEXURE D – DRAWINGS

NOTES

1. ALL WELDING WORK TO BE CHECKED OUT BY ALLIED INSURANCE.
2. ALL WELLS TO BE AS PER CONTRACTORS WELLS TO MEET SPECIFICATIONS, INCLUDING ALL FIELD WELLS.
3. ALL BUTT WELDS TO BE COMMERCE FULL PENETRATION WELDS TO MEET SPECIFICATIONS.
4. ALL WELDS TO BE MADE IN ACCORDANCE WITH PROJECT SPECIFICATION.
5. RECOMMENDED 304 STAINLESS STEEL TO CORROSE TO MEET SPECIFICATIONS.
6. WELT CHANGE IN CROSS MEMBER SECTION FOR ALL CHANGES EXCEEDING 300 mm.
7. TO ACCOMMODATE TRANSPORTATION ALL GATES MUST BE WELDED FROM ONE SIDE, FOR THE RE-OPENING TO BE DONE AS DESIRED.



NO.	REV.	DATE	BY	CHKD.

ELANDSKLOOF GOVERNMENT WATER SUPPLY SCHEME REHABILITATION OF LH CANAL GATE MECHANISM AND GATE DETAILS

PROJECT / SITE NO. _____

DATE OF ISSUE _____

ISSUED BY _____

DESIGNED BY _____

CHECKED BY _____

SCALE: 1:50

SCALE: 1:50

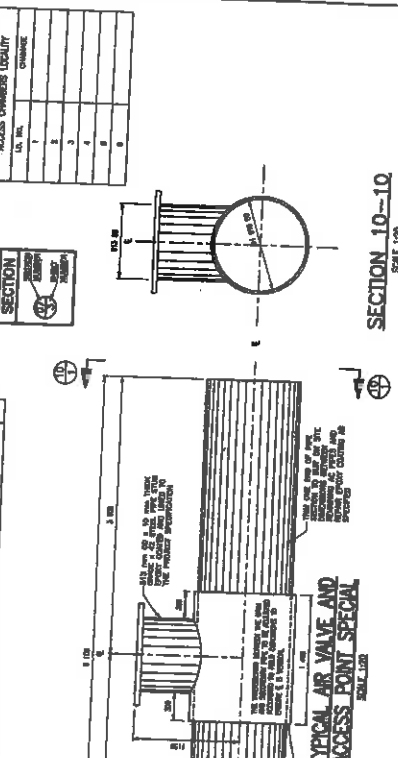
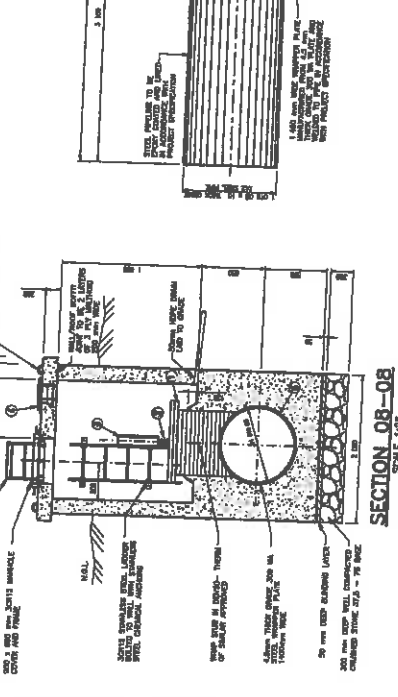
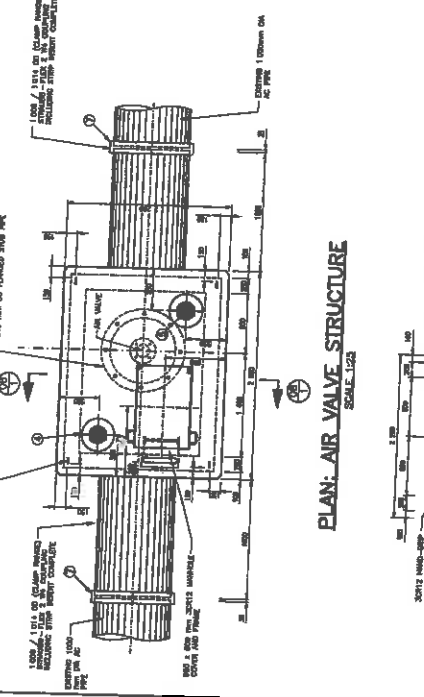
NO.	REV.	DATE	BY	CHKD.

NOTES:

1. REGULATIONS SHALL BE IN ACCORDANCE WITH "STANDARDS SPECIFICATIONS" IN ALL STATES APPLICABLE TO DISTRIBUTION.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE "STANDARDS SPECIFICATIONS" IN ALL STATES APPLICABLE TO DISTRIBUTION.
3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE "STANDARDS SPECIFICATIONS" IN ALL STATES APPLICABLE TO DISTRIBUTION.
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20. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE "STANDARDS SPECIFICATIONS" IN ALL STATES APPLICABLE TO DISTRIBUTION.

PIPE FITTING SCHEDULE:
ACCESS CHAMBERS 1-8

ITEM	DESCRIPTION	SECTION
1	STEEL PIPE AND FITTINGS	SECTION 10-10
2	CONCRETE	SECTION 08-08
3	PAVING	SECTION 05-01
4	GRASS	SECTION 05-02
5	LANDSCAPING	SECTION 05-03
6	PLUMBING	SECTION 22-01
7	ELECTRICAL	SECTION 26-01
8	MECHANICAL	SECTION 23-01



SECTION 10-10
SCALE 1:20

ACCESS CHAMBERS LOCALITY

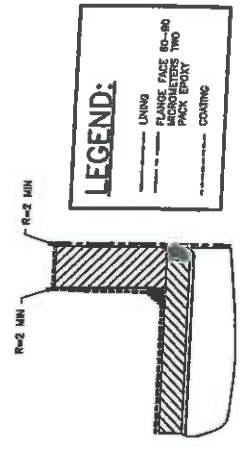
LN. NO.	CHANGE
1	
2	
3	
4	
5	
6	
7	
8	

ELANDSKLOOF GOVERNMENT WATER SUPPLY SCHEME BULK MAIN ACCESS POINT

SECTION 10-10 AS SHOWN ON DRAWING

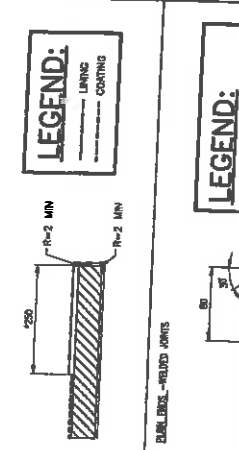
DATE: 169 9.35/14

EPOXY LINED AND COATED PIPES
FLARED ENDS



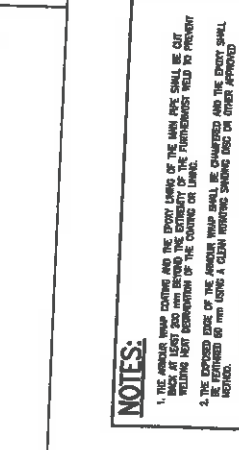
LEGEND:
 LIVING
 FLAME RESISTANT
 MICROFILMERS TWO
 PACK EPOXY
 COATING

EPOXY LINED/BITUMEN OR TAPE WRAPPED PIPES
FLARED ENDS



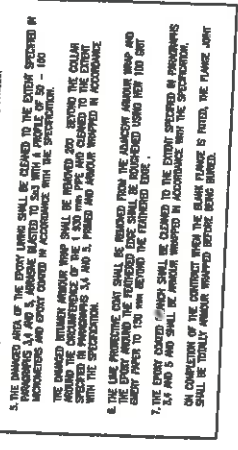
LEGEND:
 LIVING
 COATING

EPOXY LINED/BITUMEN COATED PIPE
FLARED ENDS - COUPLING/FLANGE ADAPTOR JOINTS



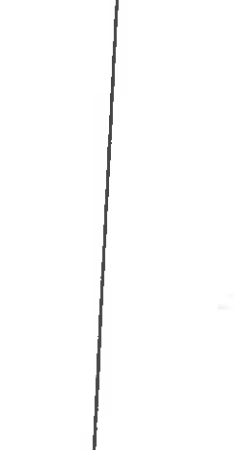
LEGEND:
 LIVING
 WELDABLE PRIMER
 COATING

PLAIN ENDS - WELDED JOINTS



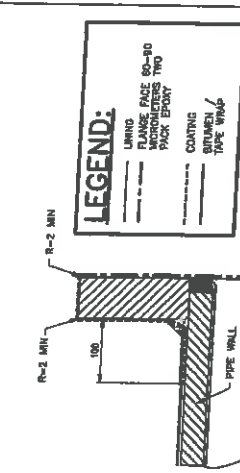
LEGEND:
 LIVING
 WELDABLE PRIMER
 COATING

PLAIN ENDS - WELDABLE PRIMER



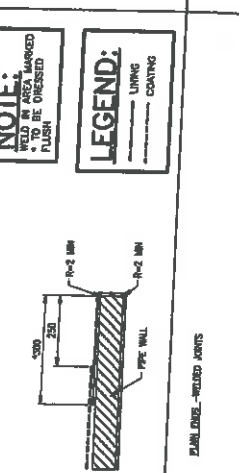
LEGEND:
 POLYURETHANE/
 EPOXY
 SEALANT

EPOXY LINED AND COATED PIPES
FLARED ENDS



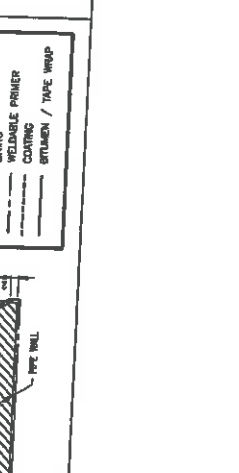
LEGEND:
 LIVING
 FLAME RESISTANT
 MICROFILMERS TWO
 PACK EPOXY
 COATING
 BITUMEN/
 TAPE WRAP

EPOXY LINED/BITUMEN OR TAPE WRAPPED PIPES
FLARED ENDS



LEGEND:
 LIVING
 COATING

EPOXY LINED/BITUMEN COATED PIPE
FLARED ENDS - COUPLING/FLANGE ADAPTOR JOINTS



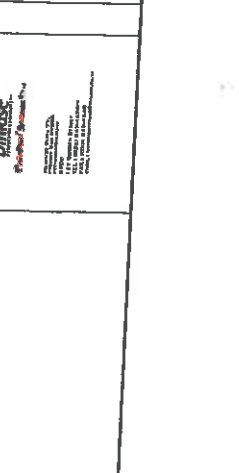
LEGEND:
 LIVING
 WELDABLE PRIMER
 COATING
 BITUMEN / TAPE WRAP

PLAIN ENDS - WELDED JOINTS



LEGEND:
 LIVING
 WELDABLE PRIMER
 COATING

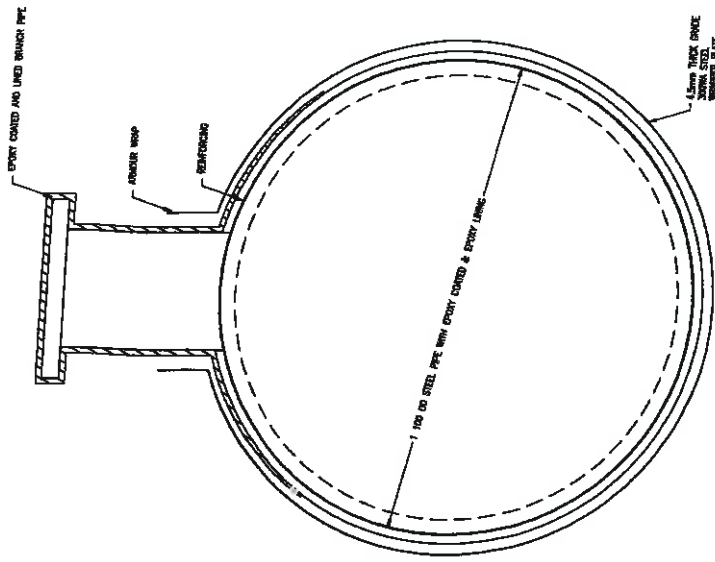
PLAIN ENDS - WELDABLE PRIMER



LEGEND:
 POLYURETHANE/
 EPOXY
 SEALANT

NOTES:

1. THE ANCHOR WRAP COATING AND THE EPOXY LINING OF THE MAIN PIPE SHALL BE CUT BACK AT LEAST 100 MM FROM THE END OF THE FLARE TO PREVENT WEARING AWAY OF THE COATING ON LING.
2. THE EXPOSED END OF THE ANCHOR WRAP SHALL BE CHAMFERED AND THE EPOXY SHALL BE REFINISHED BY CUTTING A CLEAN FINISHING SURFACE USING A CHAMFERING TOOL.
3. THE EPOXY COATED BRASS PIPE SHALL BE WELDED TO THE MAIN PIPE IN ACCORDANCE WITH THE PROJECT SPECIFICATION. SHOULD A PORTION OF THE EPOXY COATING BE REMOVED DURING WELDING, IT SHALL BE CUT BACK IN ACCORDANCE WITH NOTE 1 TO PREVENT WEARING AWAY.
4. WELDS SHALL BE PROVED AND MADE GOOD IN ACCORDANCE WITH THE PROJECT SPECIFICATION.
5. THE DAMAGED AREA OF THE EPOXY LINING SHALL BE CLEANED TO THE EXTENT SPECIFIED BY PARAGRAPHS 3.4 AND 3.5, AND REPAIRED IN ACCORDANCE WITH THE SPECIFICATION.
6. THE DAMAGED BITUMEN ANCHOR WRAP SHALL BE REMOVED 200 MM BEYOND THE COLLAR AROUND THE CIRCUMFERENCE OF THE L.S.D. AND REPAIRED IN ACCORDANCE WITH THE SPECIFICATION.
7. THE EPOXY COATED BRASS PIPE SHALL BE CLEANED TO THE EXTENT SPECIFIED IN PARAGRAPHS 3.4 AND 3.5 AND SHALL BE REPAIRED IN ACCORDANCE WITH THE SPECIFICATION.
8. THE EPOXY COATED BRASS PIPE SHALL BE CLEANED TO THE EXTENT SPECIFIED IN PARAGRAPHS 3.4 AND 3.5 AND SHALL BE REPAIRED IN ACCORDANCE WITH THE SPECIFICATION.
9. THE EPOXY COATED BRASS PIPE SHALL BE CLEANED TO THE EXTENT SPECIFIED IN PARAGRAPHS 3.4 AND 3.5 AND SHALL BE REPAIRED IN ACCORDANCE WITH THE SPECIFICATION.



TYPICAL CORROSION PROTECTION DETAIL
N.T.S.

1/1 LIST OF DRAWINGS		A-1 18/04/14	
REV.	DESCRIPTION	DATE	BY

DEPARTMENT OF WATER AFFAIRS
 REPUBLIC OF SOUTH AFRICA
ELANDSKLOOF GOVERNMENT WATER SUPPLY SCHEME
REHABILITATION OF RH CANAL
 STEEL SECTIONS CORROSION PROTECTION

DATE	04/14
SCALE	1:1
PROJECT NO.	169 939/14
REV.	A

QUALITY ASSURANCE

REPUBLIC OF SOUTH AFRICA
 DEPARTMENT OF WATER AFFAIRS
 REPUBLIC OF SOUTH AFRICA
 WATER SUPPLY SCHEME
 REHABILITATION OF RH CANAL
 STEEL SECTIONS CORROSION PROTECTION

PROJECT NO. 169 939/14
 DRAWING NO. A-1
 DATE: 04/14

DESIGNED BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

DEPARTMENT OF WATER AND SANITATION

BID W1058 (WTE)

**LINING AND REHABILITATION OF CANAL AND BULK MAIN SIPHON FOR ELANDSDKLOOF WORKS
NEAR VILLIERSDORP IN THE WESTERN CAPE FOR DWS CONSTRUCTION SOUTH**

SECTION 4: SBD 3.2 – PRICING SCHEDULE

CONTENTS

PREAMBLE TO THE SBD 3.2 – PRICING SCHEDULE

SBD 3.2 – PRICING SCHEDULE

PREAMBLE TO THE SBD 3.2 – PRICING SCHEDULE

1. GENERAL

The SBD 3.2 forms part of the Contract Documents and must be read and priced in conjunction with all the other documents which include the Conditions of Contract and all other Specifications in the bid document.

2. QUANTITIES REFLECTED IN THE PRICING SCHEDULE

The quantities given in the SBD 3.2 can be subject to change. The Department reserves the right to only purchase one product per item or one item.

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

3. PRICING OF THE SCHEDULE

The rates to be filled in the SDB 3.2 should include all costs. All rates and amounts quoted in the SBD 3.2 shall be in Rand and shall include VAT. Costs submitted shall include costs for preliminary and general expenditures.

4. CORRECTION OF ENTRIES

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

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

BID W1058 (WTE)

PRICING SCHEDULE FOR LINING AND REHABILITATION OF LEFT CANAL AND BULK MAIN SIPHON FOR ELANDSKLOOF WORKS NEAR VILLIERSDORP IN THE WESTERN CAPE FOR DWS CONSTRUCTION SOUTH.

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

CLOSING TIME 11H00 ON:

BID NO.: W1058 (WTE)

NAME OF BIDDER:

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

SECTION 1: REHABILITATION OF LH CANAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE EXCL. VAT	AMOUNT EXCL. VAT
1.1		GENERAL				
1.1.1		Supply, place, compact commercial crusher dust stabilized using 4% cement (OPC) along canal sections as specified at voids of erosion	m ³	115.00	R.....	R.....
1.1.2		Saw cut joints to 10mm wide x 30mm deep, prime and fill joint as specified (average length = 1.4m)	No.	6210.00	R.....	R.....
1.1.3		Drain, pressure clean, prepare substrate and apply water based Bitumen Emulsion as specified	m ²	21 735.00	R.....	R.....
1.1.4		Break out damaged/ cracked/ unstable portions of concrete in canal and repair as specified and instructed by the Engineer	m ²	92.00	R.....	R.....
1.1.5		Commission canal as specified	Sum	1.00	R.....	R.....
1.2	SANS 1200 HA	SUNDRY STEEL WORK				
1.2.1		Fabricate and install 3 CR 12 SS grid to structure at entrance to siphon 1 as detailed on the drawings	No.	1.00	R.....	R.....
Total Carried Forward						

SECTION 2: REHABILITATION OF 1000 DN BULK PIPELINE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE EXCL. VAT	AMOUNT EXCL. VAT
	SANS 1200C	SITE CLEARANCE				
2.1	8.2.1	Clear & grub 5m width of centre line of steel installation	m	69	R.....	R.....
	8.2.2	Remove and grub large trees and tree stumps				
2.1.1		(a) Over 1m up to and including 2m	m	1.00	R.....	R.....
2.1.2		(b) Over 2m up to and including 3m	m	1.00	R.....	R.....
2.1.3		(c) Over 3m	m	1.00	R.....	R.....
2.1.4	8.2.5	Take down existing fences and reinstall	m	58.00	R.....	R.....
2.2	SANS 1200 DA	EARTHWORKS (SMALL WORKS)				
	8.3.2	RESTRICTED EXCAVATION				
2.2.1	8.3.2	Excavate for chambers	m ³	518.00	R.....	R.....
2.2.2		Extra over item 4.2.1 above for breaking out and removal of 6m long 1000 DN AC pipe	No.	6.00	R.....	R.....
	SANS 1200LB	BEDDING (PIPES)				
2.3		Selected granular material for bedding and fill where ordered, obtained from:				
2.3.1	8.2.2.3	Commercial sources	m ³	184.00	R.....	R.....
	SANS 1200L	MEDIUM PRESSURE PIPELINES				
		Note: The tendered prices for pipes, valves & specials to include for the cost of necessary couplings, sockets, or flange jointing material as necessary				
2.4		Fabrication, laying and bedding of the following epoxy coated and lined grade X 42 steel pipe specials				
2.4.1	8.2.1	1085mm OD 6100mm long pipe 10mm thick with 813mm dia flanged stub and 4.5mm thick grade 300 WA wrapper plate as detailed for use in man access assembly	No.	6.00	R.....	R.....
Total Carried Forward						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE EXCL. VAT	AMOUNT EXCL. VAT
2.5		Extra-over item 4.4 for the supply and installation including wrapping the following 304 stainless steel " Straub" coupling or similar approved to suit:				
2.5.1	8.2.4	1000 NB pipe (pipe OD 1085mm)	No.	12.00	R.....	R.....
		AIR VALVE ASSEMBLY				
2.6		Extra-over item 2.9 for the supply and installation of the following fittings:				
2.6.1	8.2.2	800 x 80mm dia epoxy coated and lined blank flanged with 80 flanged stub 150 long including gussets and machined OD as detailed (item 1)	No.	6.00	R.....	R.....
2.6.2	8.2.3	80mm dia 304 stainless steel flanged PN10 ball valve (item 2)	No.	6.00	R.....	R.....
2.6.3	8.2.3	80mm dia epoxy coated and lined flanged PN10 Air valve (RBX 1601 Hybrid Vent-O-Mat air valve) or similar approved (item 3)	No.	6.00	R.....	R.....
		CHAMBERS				
	SANS 1200 GA	CONCRETE (SMALL WORKS)				
2.7	8.1.1	FORMWORK				
		Supply, install and remove upon completion all necessary formwork shutters, propping, scaffold support work, ledges, soldiers, keys, wedges and ferrels complete. Rate inclusive of boxing out for pipework and manholes.				
		Smooth vertical to:				
2.7.1		Internal and external walls of man access chamber	m ²	322.00	R.....	R.....
2.7.2		25 x 25mm extra over for chamfer to all exposed edges	m	104.00	R.....	R.....
		Horizontal Soffits				
2.7.3		Soffit to man access chamber including staging	m ²	26.00	R.....	R.....
2.8	8.1.2	REINFORCEMENT				
2.8.1	8.3.1	High tensile steel reinforcement of all diameters between 10mm and 16mm in chambers and bridge piers	t	8.20	R.....	R.....
Total Carried Forward						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE EXCL.VAT	AMOUNT EXCL.VAT
2.8.2		MS reinforcement of all diameters between 8mm and 12mm	t	0.23	R.....	R.....
2.9	8.1.3	CONCRETE				
2.9.1	PSGA1	Blinding layer 75mm thick in grade 15/19 concrete to chambers	m ²	39.00	R.....	R.....
	8.4.3 PSGA3	Grade 35/19 concrete (min. cement content to be 350kg/m3) in:				
2.9.2		Man access chambers	m ³	115	R.....	R.....
2.10	8.4.4	UNFORMED SURFACE FINISHES				
	8.4.4 (b)	Steel float finish				
2.10.1		Man access chamber floor and roof	m ²	48.00	R.....	R.....
2.11	8.5	WATERPROOFING AND JOINTS				
	PSGA6	Joints in chamber including all materials, formwork, waterbars, sealants, bandages, etc. as detailed on drawings.				
2.11.1		200mm Bandage waterproofing (e.g. SIKA Hyperlon Bandage, ABE DurajointFlexbandor similar approved) in walls of chambers as detailed on drawings	m	92.00	R.....	R.....
2.12	SANS 1200HA	SUNDRY STEEL WORK				
		Fabricate and install the following:				
2.12.1		900 x 800mm 3 CR 12 SS manhole cover and frame complete as detailed on the drawings	No.	6.00	R.....	R.....
2.12.2		3 CR 12 SS handgrips cast into roof slabs	No.	6.00	R.....	R.....
2.12.3		3 CR 12 SS lifting hooks	No.	24.00	R.....	R.....
2.12.4		3 CR 12 SS outlet ventilators	No.	6.00	R.....	R.....
2.12.5		3 CR 12 SS inlet ventilators including uPVC pipe and brackets	No.	6.00	R.....	R.....
2.12.6		3 CR 12 SS access ladder 1.8m long fixed to internal wall of man access chamber as detailed	No.	6.00	R.....	R.....
Total Carried Forward						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
2.13		GENERAL				
2.13.1	PSX1	Drain, dewater, pressure clean and line with water based Bitumen Emulsion 1000DN AC pipeline as specified	m	2 990.00	R.....	R.....
2.13.2	PSX1	Prepare substrate of steel specials within 1000DN pipeline and repair as specified	m ²	115.00	R.....	R.....
2.14		COMMISSION				
2.14.1	PSX1	Commission of 1000 DN Bulk Main	Sum	1.00	R.....	R.....
SUBTOTAL						R.....
TOTAL						R.....
14 % VAT						R.....
TOTAL BID PRICE (INCL 14% VAT)						R.....

NOTE: ALL FIELDS ON THIS FORM SHOULD BE COMPLETED IN FULL. IF A FIELD IS NOT APPLICABLE, THE FIELD SHOULD BE INDICATED AS "NOT APPLICABLE". THE DEPARTMENT OF WATER AND SANITATION WILL NOT ENTERTAIN ANY CLAIMS FOR NON-FIRM PRICES INCREASES CLAIMED AT A LATER DATE, UNLESS SUCH NON-FIRM PRICE ADJUSTMENTS ARE CLEARLY MOTIVATED IN THIS FORM.

- Required by: Construction South
- At (Place of delivery): Elandskloof Pipeline (Villiersdorp)
- Name of Pipe Type
- Manufacturers Name
- Period required for delivery after receipt of order:
- Delivery period: *FIRM / NOT FIRM
- Is the price firm? *YES / NO
- If the price is not firm state the escalation formula/period (see below) TAKE NOTE
- Are you a manufacturer of the items offered by you? *YES / NO
- If you are not the manufacturer then a letter stating the arrangement to the minimum value of R500 000 must accompany the bid. TAKE NOTE
- Are all pipes and fittings manufactured to: Glass Reinforced Polyester Pipes and fittings (GRP): Glass reinforced polyester Pipes and fittings shall conform to ASTM D 3262 and ASTM 3754 and AWWA C 950. The equivalent SABS specification is: SABS 1748 – 2004 Part 1 Glass Fibre Reinforced Thermosetting Plastics (GRP) pipes Part 1 pipes for Water Supply, Sewerage or Drainage. *YES/NO
- Are the pipes and fittings manufactured to an ISO 9001 system Which can be audited? *YES/NO
- Will the pipes and fittings be delivered and offloaded by a manufacturer approved contractor. *YES/NO
- The data pack with the information per item must be sent to the client with each load of items delivered. Payment will not be done in full if this information does not accompany the items TAKE NOTE
- Name and addresses of the factories where the goods will be manufactures and may be inspected, if required?
- Is offer strictly to specification? * YES / NO
- If not to specification, state deviation(s)
- Is all the relevant information filled in completed in the "Comply / Not Comply" under Section 3 of the bid document *YES / NO

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

NOTE: All delivery and/or railage costs must be included in the bid price.

Any enquiries regarding bidding procedures may be directed to the –

Department of Water and Sanitation
Supply Chain Management Office
Private Bag X313, Pretoria, 0001.
Tel: (012) 336-7695/7418/8988

Or

For technical or site information:

Mr. M Röhrs

Tel: (021) 867 0156 during office hours

PRICE ADJUSTMENTS

A. NON-FIRM PRICES SUBJECT TO ESCALATION

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

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

Where:

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

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

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

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

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

FAILURE TO COMPLETE THE ABOVE OR INDICATE A FORMULA FOR PRICE INCREASES WILL RESULT IN NO PRICE INCREASES ON A NON-FIRM PRICE



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 Makoloi

Mahapa Solly/Maboya Selby

Tel: (012)336 6808 / 336 7461

Tel: (012)336 8017 / 336 6912

Email: nxumalos2@dwa.gov.za /

makoloi@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	
----------	--	--------	--

▶ 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)

Prospective suppliers are invited to complete the following application:

BUSINESS PARTICULARS

Name of Business

Trading Name

Business Registration Number

				/							/		
--	--	--	--	---	--	--	--	--	--	--	---	--	--

VAT Registration Number

--	--	--	--	--	--	--	--	--	--	--	--	--

Income Tax Number

--	--	--	--	--	--	--	--	--	--	--	--	--

PAYE Number

--	--	--	--	--	--	--	--	--	--	--	--	--

Street Address

Postal Code						

Postal Address (if different from street address)

Postal Code						

Telephone: (including area code)

--	--	--	--	--	--	--	--	--	--	--	--

Fax: (including area code)

--	--	--	--	--	--	--	--	--	--	--	--

Email Address:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Website URL:	
Local Municipality:	

Only the main area of business

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

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:	
Expiry Date:	<input type="checkbox"/>

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

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

B-BBEE Status level of contributor	Number of points (90/10 system)	Number of points (80/20 system)	Please tick
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

HEAD OFFICE USE ONLY

Reference no.	<input type="text"/>	Registered
Entity name	<input type="text"/>	Date registered: <input type="text"/>
	<input type="text"/>	Validated/verified
	<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

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 known as 'ACB- Electronic Fund Transfer Service', and I/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).
 I/we understand that the Department will supply a payment advice in the 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 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.

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

Contact Number

BANK STAMP

d d / m m / y y y y

Date (dd/mm/yyyy)

Signature of Bank Official

Print Name

Section E: Contact Details of Supplier

Telephone

Fax

Mobile (Cell no.)

E-mail Address

Contact Person

d d / m m / y y y y

Date (dd/mm/yyyy)

Signature of Supplier

Print Name

Section F: Contact Details of DWS Office (For official use only - officials with signing authority only)

Office

Telephone

Fax

E-mail Address

OFFICIAL STAMP

d d / m m / y y y y

Date (dd/mm/yyyy)

Signature of DWS Official

Print Name



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

SAP

Version 2
03-Dec-07

VENDOR MASTER MAINTENANCE

OFFICE
USE ONLY

Created by Authorise by

Date created
d d m m y y

Date authorised
d d m m y y

SECTION A: OFFICE (DWS) REQUESTING VENDOR MASTER (For official use only)

Indicate with and X New Vendor Information Update Vendor Information

OFFICE DATE STAMP

Office

Official's initials and Surname

Official's Signature

Telephone

Fax no

SECTION B: PERSONAL DETAIL OF VENDOR

Registered Name of Vendor SARS Office (if applicable)

Trade name VAT Number

Payment Term Title if Applicable

SECTION C: ADDRESS OF VENDOR

Postal Address

Postal Code

Postal Code

SECTION D: TELEPHONE/FAX NUMBERS (Vendor Contact Details)

Contact Person (Vendor) E-mail

Telephone Number Fax number
Area Code with number

Mobile Number Preferred method of communication (Please select only one)
Fax E-mail Post

SECTION E: VENDOR DETAIL

Supporting documentation must accompany this form

Supplier Type Individual Department Partnership
 Company Trust Partnership
 CC Other (Specify)

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	<input style="width: 100%;" type="text"/>
Bank Name	<input style="width: 100%;" type="text"/>
Branch Name	<input style="width: 100%;" type="text"/>
Branch Code	<input style="width: 100%;" type="text"/>
Account Number	<input style="width: 100%;" type="text"/>
*ID Number	<input style="width: 100%;" type="text"/> *Compulsory for individuals
Passport Number	<input style="width: 100%;" type="text"/>
**Company Registration Number	<input style="width: 100%;" type="text"/> **Compulsory for Companies
***CC/CK Registration Number	<input style="width: 100%;" type="text"/> ***Compulsory where applicable
Practice Number	<input style="width: 100%;" type="text"/>

**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

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 SUPPLIERS TO REGISTER FOR.

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