



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

DUE AT 11:00 ON

8 DECEMBER 2016

W1014-2016/2017WTE

**APPOINTMENT OF CIVIL, MECHANICAL,
ELECTRICAL AND SPECIALIST WORKS
CONTRACTORS INTO A PANEL OF
PREFERRED CONTRACTORS FOR NEW
WORKS, EMERGENCY AND MAINTENANCE
WORKS (WATER AND SANITATION) FOR A
PERIOD OF THREE (3) YEARS**

SUBMIT TENDER DOCUMENT

TO

POSTAL ADDRESS:
DIRECTOR-GENERAL: WATER AND
SANITATION
PRIVATE BAG X 313
PRETORIA, 0001

OR

TO BE DEPOSIT IN:
THE TENDER BOX AT THE ENTRANCE
OF ZWAMADAKA BUILDING
157 FRANCIS BAARD STREET
(FORMERLY SCHOEMAN STREET)
PRETORIA, 0002

TENDERER: (Company address and stamp)

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

SBD 1
INVITATION TO BID

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

BID NUMBER: W1014-2016/2017WTE CLOSING DATE: 08 DECEMBER 2016 CLOSING TIME: 11:00

DESCRIPTION: APPOINTMENT OF CIVIL, MECHANICAL, ELECTRICAL AND SPECIALIST WORKS CONTRACTORS INTO A PANEL OF PREFERRED CONTRACTORS FOR NEW WORKS, EMERGENCY AND MAINTENANCE WORKS (WATER AND SANITATION) FOR A PERIOD OF THREE (3) YEARS

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

BID DOCUMENTS MAY BE POSTED TO:

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

OR

DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)

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

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

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

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

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

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

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER CODE NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2)

YES or NO

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

YES or

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);☐
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

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER.....

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

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

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: SCM- WTE

Contact Person: JULIA DIRANE/ THEMBEKA HLAZO

Tel: (012)-336 7066/ 8505/ 7367/ 7596/ 8364

Fax: (012)-336 6963

E-mail address: diranej@dwa.gov.za / hlazot@dws.gov.za / bidenquirieswte@dws.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr Wycliff Akinala

Tel: 012 336 8992

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

DEPARTMENT OF WATER AND SANITATION (DWS)

INVITATION TO TENDER

TENDER NO: W1014-2016/2017WTE



TENDERS ARE HEREBY INVITED FOR APPOINTMENT OF CIVIL, MECHANICAL, ELECTRICAL AND SPECIALIST WORKS CONTRACTORS INTO A PANEL OF PREFERRED CONTRACTORS FOR NEW WORKS, EMERGENCY AND MAINTENANCE WORKS (WATER AND SANITATION) FOR A PERIOD OF THREE (3) YEARS

In 2015, the Department of Water and Sanitation (DWS) embarked on a procurement process with an aim of establishing a Panel of Contractors (W1014-2016/2017WTE) for entities with CIDB Grades 4 to 9 in civil, mechanical, electrical and identified specialist construction works. In this attempt, DWS received minimal number of qualifying bids from mechanical (ME) and specialist designations.

The aim of this Tender is invite Grades 1 to 9 into the W1014-2016/2017WTE Panel. This is aimed at adding lower grade Contractors and other grades previously advertised into the existing Panel.

Contractors who are already on the panel need not to reapply. They will be incorporated into the same panel with the successful bidders from this tender.

The most important principles of the procurement process are:

- i. Only those Tenderers, who have in their management and employment suitably qualified and registered Professionals in accordance with the relevant South African legislature and in terms of the relevant professional bodies, are eligible to submit quotations.
- ii. The Department *reserves the right to accept the whole or part of any tender or not to consider any tender submitted. At all times, DWS* awards the contract to the tenderer who proves to be fully capable of handling the contract and whose tender is technically acceptable and/or financially advantageous to the DWS and/or in line with its transformation goals and developmental agenda.
- iii. The DWS is entitled to amend any tender conditions, validity period, specifications, or extend the closing date of tenders before the closing date. All Bidders, to whom the tender documents have been issued, will be advised in writing of such amendments in good time.
- iv. DWS reserves the right to appoint any number of responsive contractors to the panel for each of the CIDB grade (1 and 9).
- v. The DWS reserves the right to appoint a higher CIDB Grade Contractor with a lower Grading Contractor to implement enterprise development initiative.
 - The following CIDB Standards will be key in managing this panel:
 - Standard for Uniformity in Construction Procurement and Best Practice Guidelines
 - Standard for developing skills through infrastructure contracts,
 - Standard for contractor performance reports for use on construction works contracts (Grades 2 to 9),

- General Conditions of Contract for Construction Works (2015), as published by the South African Institution of Civil Engineering.
 - CIDB Best Practice Guideline D1: Subcontracting Arrangements,
 - CIDB Best Practice Guideline D2: Joint Venture Arrangements
- vi. Tenderers can bid for either of the areas of scope (civil, mechanical, electrical or specialist) or more than one area.
- vii. DWS intends to support emerging contractors through various initiatives, such as enterprise development, incubator programme, etc. In this regard, DWS reserves the right to partner established Contractors with emerging Enterprise Development Beneficiaries (EDBs) for developmental purposes with clear empowerment outputs relating to the CIDB grading and annual turnover of the EDBs. In instances where these enterprise development initiatives are implemented, Potentially Emerging (PE) contractors will be supported, mentored and allocated projects in line with the CIDB guidelines.
- viii. DWS will evaluate the received applications into the panel using the specified evaluation criteria and shortlist only the Contractors who achieve the minimum threshold for functionality.
- ix. The Contractors will then be appointed into the existing Panel of Contractors (Contract W1014-2016/2017WTE) in the form of Framework Agreements. When a specific project is identified and scoped, a process to appoint a Contractor from the Panel will then be conducted guided by the approved Procurement Framework for the panel, which will outline the process to be followed and the applicable delegations.
- x. DWS SCM will then register the specific project in the CIDB Register of Projects to ensure compliance with CIDB Regulations.
- xi. In cases of Joint Ventures (JVs), the DWS will use the CIDB JV calculator to determine the correct grading
- The scope of work relating to this tender include all of the DWS's infrastructure programmes.
 - Acceptance of any tender shall not constitute a binding contract between the Employer and the successful Tenderer. Rather it shall imply that the bidder has qualified to be a member of the panel and upon successfully submission of bids based on the Requests for Proposals or Quotations sent out to the panel members for various assignments periodically and the subsequent acceptance and appointment to the assignment, the Employer and bidder will enter into a contract.
 - Bidders will be expected to indicate the Provinces they operate in with physical addresses of their offices, workshops or factories.

Province	Tick the preferred province
Eastern Cape	
Western Cape	
Northern Cape	
Mpumalanga	
Limpopo	
Free State	
North West	

Gauteng	
Kwa-Zulu Natal	

Completed tenders in Black ink, in a sealed envelope and clearly marked “**PROPOSAL NO W1014-2016/2017WTE: APPOINTMENT OF CIVIL, MECHANICAL, ELECTRICAL AND SPECIALIST WORKS CONTRACTORS INTO A PANEL OF PREFERRED CONTRACTORS FOR NEW WORKS, EMERGENCY AND MAINTENANCE WORKS (WATER AND SANITATION) FOR A PERIOD OF THREE (3) YEARS**” must be placed in the Tender Box, situated on the Ground Floor, ZwaMadaka Building, 157 Francis Baard (formerly Schoeman) Street, City of Tshwane, not later than 08 December 2016 at **11h00**

1. EVALUATION CRITERIA

- 1.1 DWS may conduct a due diligence on any Tender, which may include interviewing customer references or other activities to verify a Tenderer or other information and capabilities(Including visiting the Tenderer's various premises and/or sites to verify certain stated information or assumptions) and in this instances the Tenderers will be obliged to provide DWS with all necessary access, assistance and/or information which DWS may reasonably request and to respond within the given time frame set by DWS; DWS may enforce whatever measures it considers necessary to ensure the confidentiality and integrity of the contents of the Tender;
- 1.2 DWS will evaluate the Tenders with reference to DWS set and approved evaluation criteria. DWS reserve the right to appoint a specialist/consultant to assist in performing such evaluations.
- 1.3 DWS has defined minimum mandatory criteria (Phase 1) listed in the table below that must be met by the Tenderer in order for DWS to accept a Tender for evaluation.
- 1.4 DWS will validate the claims made in the proposals and submitted to DWS for the purposes of this bid. This will include verification with the Contractor's previous clients and regulatory bodies.
- 1.5 The mandatory requirements evaluation will be carried out by the appointed committee of DWS to determine which Tender responses are compliant or non-compliant with the Tender specifications issued by DWS as part of the Tender process.
- 1.6 Where there is failure to comply with the mandatory requirements Criteria or DWS is for any reason unable to verify whether the mandatory requirements are fully complied with, DWS will disqualify the tender.
- 1.7 Bids received will be evaluated on the two (2) phases namely **Mandatory Requirements** and **Functionality Compliance**.

1.8 Administrative Compliance.

Bidders are required to comply with the following listed below: - Failure to comply may lead to disqualification of the bid.

1.	Tax Compliant with SARS.		
2.	Completion, signing and submission of SBD forms with the bid documents (i.e. SBD 1, SBD 3.1, SBD 4, SBD5, SBD 6.1, SBD 8 and SBD 9).		
3.	Active registration with CIPC/ CIPRO. (attach certified copies)		
4.	Valid National Treasury's Central Supplier Database Registration report		
5.	B-BBBEE certificate or sworn affidavit (attach certified copies)		
6.	Latest Financial Statements for the past one financial year.		

7.	Joint Venture Agreement / Association Agreement (if applicable)		
8.	Company Profile		
9.	Proof of address or municipal account not older than 3 months		

1.1.1 Evaluation **Method 2**, which entails the balance between **Mandatory Requirements** and **Functionality**.

1.1.2 Functionality Points = max 100 points (Minimum threshold = **55% for CIDB Grade 1 to 4, 65% for CIDB Grade 5-6 and 75% for CIDB Grade 7-9**)

1.9 Phase 1: Mandatory Requirements.

1.	Letter of Good Standing from the Compensation Commissioner (COID). (A letter issued out for bidding purposes by the Department of Labour will be accepted).		
2.	Active registration with the Unemployment Insurance Fund (UIF).		
3.	Active registration with CIDB Grade 1-9 CE, ME, EB, EP, Specialist Works.		
4.	Compulsory briefing session certificate.		
5.	Proposed Project Team CVs (lead project team and technical staff only).		

1.10 Phase 2: Functionality Compliance.

Bidders must score at least score **55% for CIDB Grade 1 to 4, 65% for CIDB Grade 5-6 and 75% for CIDB Grade 7-9** in respect of functionality in order to qualify for advancement to Phase 3. A bidder that scores less than **55% for CIDB Grade 1 to 4, 65% for CIDB Grade 5-6 and 75% for CIDB Grade 7-9** will be regarded as submitting a non-responsive bid and will be disqualified. Bidders who fail to obtain a minimum score for each criterion will be disqualified.

The weight that will be allocated to each functionality criterion is as follows:

1 = poor, 2 = average, 3 = good, 4 = very good, and 5 = excellent

Functionality

Criteria		Sub-weights	Guideline Points	Weighing
			Project Rand Value > R 500 000	
Functionality	Approach Paper <ul style="list-style-type: none">• 2-5 Pages method Statement must be completed and submitted with tender	20		20
	Tenderer's Experience <ul style="list-style-type: none">• Schedule of similar work (in civil; mechanical; electrical and specialist works) and value, with at least 3 contactable references. This should include experience in both water and sanitation areas of work and related advance infrastructure such as	25		25

	roads, housing, offices, etc.			
	Contractor's Resources – Personnel and Plant <ul style="list-style-type: none"> Organization and staffing proposal/ schedule and CVs indicating full-time and part-time employees. - Minimum NQF Level 4 (Construction Processes), 3 years experience Plant and equipment (owned or hired). Proof of ownership should be attached and confirmation by lessee in case of hired plant or equipment. 	15		25
		10		
	Quality Control Procedures <ul style="list-style-type: none"> standard operating procedures monitoring and control Management of non-conformance Management reports Affiliations and accreditations (NHBRC; SAPMA; ASACPM; ISO; SABS; etc) 	7		10
		3		
	Competency in implementing Health and Safety on a Construction project <ul style="list-style-type: none"> Submission of Health and Safety Management Plan 	10		10
	Risk Management Process <ul style="list-style-type: none"> Submission of proposed Risk Management processes, procedures, practices and monitoring specifically the risks that are identified for this project. 	5		5
	Financial capability <ul style="list-style-type: none"> Submission of the most recent Financial Statements or exception if applicable, produced in accordance with the Companies Act of 2008 	5		5
	Total			100

Note to Bidders the bidder is expected to achieve a minimum threshold score for functionality of **55% for CIDB Grade 1 to 4, 65% for CIDB Grade 5-6 and 75% for CIDB Grade 7-9** to qualify for further evaluation. Further evaluation is based on Preference (90/10) after the minimum score has been achieved by the bidder.

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 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. EMEs are allowed to submit a sworn affidavit obtainable from the Department of Trade and Industry website.

SUB-CONTRACTING

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

A contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

In relation to a designated sector, a contractor must not be allowed to sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

Special Conditions

National Treasury's Central Supplier Database.

With effect from 1 April 2016, accounting officers and accounting authorities may not award any bid to a supplier not registered as a prospective supplier on the National Treasury's Central Supplier Database.

The Department of WATER AND SANITATION is committed to transformation within the construction industry and water and sanitation sectors through the optimisation of socio-economic benefits within its sphere of business influence in terms of the Broad-Based Black Economic Empowerment Act, (Act No. 53 of 2003). The general principles, upon which the implementation of this Contract will be based, are:

- a) Contribute to local and regional economic development by optimising the use of locally available skills, materials and resources;
- b) Promote transformation, technology and skills transfer within the infrastructure development industry through employment creation, preferential procurement, enterprise development, training and skills development objectives; and
- c) Ensure the project is implemented in a socially responsible and sustainable manner.

The Employer is bound by legislative contractual obligations relating to employment, preferential procurement, enterprise development and skills development, aimed at contributing to economic growth and expansion of the supplier base in the construction sector.

DWS is actively involved in transforming the construction sector and curbing irregular practices such as fronting, misrepresentation of facts, uncompetitive bidding practices and others. This is done to ensure that all reasonable steps are taken to combat the abuse of the SCM systems of the State. In this regard, **and in addition to SBD form 8**, bidders (including their Directors) must declare if they have previously abused the public institutions' SCM systems or any other improper conduct or failed to perform in a previous contract. DWS reserves the right to independently verify this information or lack thereof.

Failure to declare such previous transgression will result in the bid being invalidated and disqualified from further evaluation.

10. COMPULSORY BRIEFING SESSIONS

- 10.1 Compulsory briefing sessions will be held in all nine (9) Provinces. It is mandatory for prospective bidders to attend the session in the venues nearer to them in dates and times indicated below, and failure to do so will invalidate their bids.

Western Cape Province:

Date: 21 November 2016, Venue: 3 Blackenberg Street Sigma Building, BELLVILLE, Time: 10:00am

North West Province:

Date: 21 November 2016, Venue: Unit 99 Ground Floor, Mega City Shopping Centre, Cnr, Dr James Moroka Drive and Sekame Road, MMABATHO, Time: 10:00am

Limpopo Province:

Date: 22 November 2016, Venue: Azmo Place, 49 Joubert street, POLOKWANE, Time: 10:00am

Northern Cape Province:

Date: 22 November 2016, Venue: 28 Central Road, Beaconsfield, KIMBERLEY, Time: 10:00am

Mpumalanga Province:

Date: 23 November 2016, Venue: Prorom Building cnr Brown and Paul Kruger Street, MBOMBELA, Time: 10:00am

Gauteng Province:

Date: 24 November 2016, Venue: Roodeplaat Construction Training Centre (Roddeplaat Dam), 1 KwaMhlanga Road, KAMEELDRIFT, Time: 10:00am

Eastern Cape Province:

Date: 24 November 2016, Venue: DWS Regional Office, EAST LONDON, Time: 10:00am.

Free State Province:

Date: 25 November 2016, Venue: Bloem Plaza 2nd Floor c/o Charlotte Maxeke & East Burger Street. Spruite Boardroom, BLOEMFONTEIN, Time: 10:00am

KwaZulu Natal Province:

Date: 25 November 2016, Venue: Midmar Dam offices, HOWICK (outside Pietermaritzburg), 10:00am

11. BID ENQUIRIES

- 11.1 FURTHER TECHNICAL INFORMATION:** queries and questions of clarity can be addressed to the Department contactable as follows. The **Tender number and the subject name** of this Tender must be clearly identified when an enquiry is made.

Contact Person : Mr Wycliff Akinala
Tel : 012 336 8992
E-mail address: AkinalaW@dws.gov.za

Clause	Description
F.1.1	<p>The Employer is: DEPARTMENT OF WATER AND SANITATION Address: ZwaMadaka Building, 157 Francis Baard (Schoeman) Street, City of Tshwane</p>
F.1.2	<p>Interpretation The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.</p>
F.1.3	<p>The Employer's Agent for Technical Information is: Name: Mr Wycliff Akinala Tel: 012 336 8992 E-mail: AkinalaW@dws.gov.za</p>
F.1.4	<p>Reject or accept The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such a cancellation and rejection, but will give written reasons for such action upon written request to do so.</p>
F.1.5	<p>Eligibility Only those Tenderers who have in their management and employment suitably registered personnel in accordance with the relevant South African legislature and in terms of the relevant professional bodies, are eligible to submit tenders.</p>
F.1.6	<p>Support Resources The Tenderer must indicate resources they intend allocating to this project when requested to do by the employer at any time</p>
F.1.7	<p>Confidentiality and copyright The Tenderer must Treat as confidential all matters arising in connection with this tender, Use this copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
F.1.8	<p>Acknowledge Addenda The Tenderer shall Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.</p>
F.1.9	<p>Pricing the tender Pricing of the bid or Bills of Quantities (BoQ) is not applicable at this stage.</p>
F.1.10	<p>Alterations to documents; The Tenderer must take note of the following; a) No alterations, additions and reductions must be made to the tender document issued by the employer. b) No document must be unbounded or unbundled and other documents which were not part of the</p>

Clause	Description
	<p>document added.</p> <p>c) All additional documents not requested by the employer and the tenderer feels that they might be important, they must be placed in a separate enveloped and be clearly marked “Optional Additional Documents”</p> <p>d) All signatories to the tender offer shall initial all such alterations.</p> <p>e) Erasures and the use of masking fluid are prohibited.</p>
F.1.11	<p>Alternative tender offers</p> <p>No alternative tender offers will be accepted.</p>

TENDER FOR THE APPOINTMENT OF CIVIL, MECHANICAL, ELECTRICAL AND SPECIALIST WORKS CONTRACTORS INTO A PANEL OF PREFERRED CONTRACTORS FOR NEW WORKS, EMERGENCY AND MAINTENANCE WORKS (WATER AND SANITATION) FOR A PERIOD OF THREE (3) YEARS

DECLARATION OF INTEREST

- ¹“State” means –

- ²²"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.

- 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 **YES / NO**
the appropriate authority to undertake remunerative
work outside employment in the public sector?

2.7.2.1 If yes, did you attach proof of such authority to the bid **YES / NO**
document?

(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 / **YES / NO**
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have **YES / NO**
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?

2.9.1 If so, furnish particulars.

.....

.....

.....

2.10 Are you, or any person connected with the bidder, **YES/NO**
aware of any relationship (family, friend, other) between
any other bidder and any person employed by the state
who may be involved with the evaluation and or adjudication
of this bid?

2.10.1

If so, furnish particulars.

.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**
of the company have any interest in any other related companies
whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....
.....
.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

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

TENDER FOR THE APPOINTMENT OF CIVIL, MECHANICAL, ELECTRICAL AND SPECIALIST WORKS CONTRACTORS INTO A PANEL OF PREFERRED CONTRACTORS FOR NEW WORKS, EMERGENCY AND MAINTENANCE WORKS (WATER AND SANITATION) FOR A PERIOD OF THREE (3) YEARS

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.

1.1 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 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:

1.3.1.1 PRICE (all Tenderers score 90)

õ 90õ ..

1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION

 $\tilde{o} \ 10\tilde{o} \ \dots$

Total points for Price and B-BBEE must not exceed

õ 100õ

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

1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time

subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than firm prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor 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 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 – all Tenderers will be awarded 90 points 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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm :

9.2 VAT registration number :

9.3 Company registration number ò .

9.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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9.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

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

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

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. õ õ õ õ õ õ õ õ õ õ õ õ õ

2. õ õ õ õ õ õ õ õ õ õ õ õ õ

DATE:õ õ õ õ õ õ õ õ õ õ ..

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SIGNATURE(S) OF BIDDER(S)

ADDRESS:õ õ õ õ õ õ õ õ õ õ õ õ ...

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TENDER NO: W1014-2016/2017WTE

TENDER FOR THE APPOINTMENT OF CIVIL, MECHANICAL, ELECTRICAL AND SPECIALIST WORKS CONTRACTORS INTO A PANEL OF PREFERRED CONTRACTORS FOR NEW WORKS, EMERGENCY AND MAINTENANCE WORKS (WATER AND SANITATION) FOR A PERIOD OF THREE (3) YEARS

FORM B DECLARATION OF TENDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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	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). 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		



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TENDER FOR THE APPOINTMENT OF CIVIL, MECHANICAL, ELECTRICAL AND SPECIALIST WORKS CONTRACTORS INTO A PANEL OF PREFERRED CONTRACTORS FOR NEWWORKS, EMERGENCY AND MAINTENANCE WORKS (WATER AND SANITATION) FOR A PERIOD OF THREE (3) YEARS

FORM C

DECLARATION OF INDEPENDENT BID DETERMINATION

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Bid Document (BD) must form part of all bids¹ received.
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 that it cannot be justified under any grounds.
3. It prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the government entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This BD 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 (BD 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 business, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchases who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

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 executions of a contract.

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 the Entity

do hereby make the following statements that 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 purpose 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.
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 Preventions and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

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Signature

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Date

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Position

õ õ õ õ õ õ õ õ õ õ
Name of Tenderer

TENDER FOR THE APPOINTMENT OF CIVIL, MECHANICAL, ELECTRICAL AND SPECIALIST WORKS CONTRACTORS INTO A PANEL OF PREFERRED CONTRACTORS FOR NEW WORKS, EMERGENCY AND MAINTENANCE WORKS (WATER AND SANITATION) FOR A PERIOD OF THREE (3) YEARS

1.7.1 TOTAL ANNUAL TURNOVER?

1.8 Particulars of Ownership of Tendering Entity. In the event of a consortia / joint venture each company must indicated separately

[illegible]

*Indicate YES or NO

1.9 I / We, the undersigned, who warrants that he / she is duly authorised to do so and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
 - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (b) 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;

Name of Tenderer : ò ò ò ò ò ò ò ò ò ò ò ò ò ò

Date: ã ã ã ã ã ã ã ã ã ã ã ã ã ã ..

Signature :
Position:

Full name of signatory: ò ò ò ò ò ò ò ò òò ò ò ò ò ò ò ò ò

Witness 1

Witness 2

The following Documents must be attached:

For Closed Corporations

CK1 or CK2 as applicable (Founding Statement)

For Companies

Shareholders register

For Joint Venture Agreement

Copy of Joint Venture Agreement between all parties, as well as the documents in (1) or (2) of each Joint Venture Member

Certified ID copies for members of the Tendering Entity

Attached ID copies of all shareholders in Tendering Entity

TENDER NO: W1014-2016/2017WTE

TENDER FOR THE APPOINTMENT OF CIVIL, MECHANICAL, ELECTRICAL AND SPECIALIST WORKS CONTRACTORS INTO A PANEL OF PREFERRED CONTRACTORS FOR NEW WORKS, EMERGENCY AND MAINTENANCE WORKS (WATER AND SANITATION) FOR A PERIOD OF THREE (3) YEARS

FORM E AUTHORITY OF SIGNATORY

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

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation
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A. Certificate for company

I, _____, chairperson of the board of directors of _____, hereby confirm that by resolution of the board taken on _____ 2014

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

As witnesses:-

- _____

Witness
- _____

Chairman
- _____

Witness
- _____

Date

B. Certificate for partnership

We, the undersigned, being the key partners in the business trading as _____ hereby
authorise Mr/Ms _____, acting in the capacity of _____, to sign
all documents in connection with the tender for Contract _____ and any contract
resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

C. Certificate for Joint Venture

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

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

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

D. Certificate for sole proprietor.

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

As witnesses:-

1. _____
Witness Signature: Sole owner

2. _____
Witness Date

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as _____
hereby authorise Mr/Ms _____, acting in the capacity of
_____, to sign all documents in connection with the tender for Contract
_____ and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

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TENDER FOR THE APPOINTMENT OF CIVIL, MECHANICAL, ELECTRICAL AND SPECIALIST WORKS CONTRACTORS INTO A PANEL OF PREFERRED CONTRACTORS FOR NEW WORKS, EMERGENCY AND MAINTENANCE WORKS (WATER AND SANITATION) FOR A PERIOD OF THREE (3) YEARS



FORM F SCHEDULE OF PROPOSED PERSONNEL

No	Professional	Name	ID No	HDI Status	Male / Female
1.	Key Personnel (Project Managers, Professional Personnel, etc)				
2	Technical and Support Staff	Number			
	Technicians				
	Foremen				
	Safety Agents or OHS Officers				
	Site Supervisors				
	Administrative Staff				
	Other Support Staff (describe & list)				

Name of Tenderer : ō ō ō ō ō ō ōDate: ō ō ō ō ō ō ō ō ō ō ō ō ō ō ō ō ō ō

Signature: ō ō ō ō ō ō ō ō ō ō ō ō ō ō ō ō ō ō

Position: ō ō ō ō ō ō ō ō ō ō ō ō ō ō ō ō ō ō .

Full name of signatory: ō ō ō ō ō ō ō ō ōō ō ō ō ō ō ō ō ō ō

DEPARTMENT OF WATER AND SANITATION
THE APPOINTMENT OF CIVIL, MECHANICAL, ELECTRICAL AND SPECIALIST WORKS CONTRACTORS INTO A PANEL OF PREFERRED
CONTRACTORS FOR NEW WORKS, EMERGENCY AND MAINTENANCE WORKS (WATER AND SANITATION) FOR A PERIOD OF THREE (3) YEARS
BID NUMBER W1014-2016/2017WTE

PERSONNEL SCHEDULE

Job Description	Number of Labour to be Employed on the Contract
Contract Manager	
Site Agent	
Quantity Surveyor	
Surveyors	
General Foreman	
Foremen	
Community Officers	
Clerks	
Operators	
Bricklayers	
Learner Bricklayers	
Steel fixers	
Watchmen	
Gang Bosses	
Pipe Layers	
Labourers	
* Other	

* Other	
* Other	

* To be filled in by Bidder

Signed Date

Name Position

Bidder õ .



TENDER NO: W1014-2016/2017WTE

TENDER FOR THE APPOINTMENT OF CIVIL, MECHANICAL, ELECTRICAL AND SPECIALIST WORKS CONTRACTORS INTO A PANEL OF PREFERRED CONTRACTORS FOR NEW WORKS, EMERGENCY AND MAINTENANCE WORKS (WATER AND SANITATION) FOR A PERIOD OF THREE (3) YEARS

FORM G SCHEDULE OF INFRASTRUCTURE & RESOURCES

1. BUILDINGS AND OFFICES (Please indicate all the Provinces you operate in)

No	Description	Address	Floor Area M ²
1	HQ;		
2.	Region;		
3.	Local;		

2. EQUIPMENT AND COMPUTER HARDWARE

No	Description	Size/Memory Capacity	No
1	Computers		
2.	Printers		
3.	Plotters		
4.	Copiers		

Name of Tenderer : õ õ õ õ õ õõ õ õ õ õ õ

Date: õ õ õ õ õ õ õ õ õ õ õ õ

Signature :õ õ õ õ õ õ õ õ õ õ õ õ õ

Position: õ õ õ õ õ õ õ õ õ õ õ õ

DEPARTMENT OF WATER AND SANITATION
TENDER FOR THE APPOINTMENT OF CIVIL, MECHANICAL, ELECTRICAL AND SPECIALIST WORKS CONTRACTORS INTO A PANEL OF
PREFERRED CONTRACTORS FOR NEW WORKS, EMERGENCY AND MAINTENANCE WORKS (WATER AND SANITATION) FOR A PERIOD OF THREE
(3) YEARS

**SCHEDULE OF PLANT AND EQUIPMENT
AVAILABLE FOR THE CONTRACT**

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

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

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

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

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

Signed

Date

Name

Position

Bidder õ ..

TENDER NO: W1014-2016/2017WTE



TENDER FOR THE APPOINTMENT OF CIVIL, MECHANICAL, ELECTRICAL AND SPECIALIST WORKS CONTRACTORS INTO A PANEL OF PREFERRED CONTRACTORS FOR NEW WORKS, EMERGENCY AND MAINTENANCE WORKS (WATER AND SANITATION) FOR A PERIOD OF THREE (3) YEARS

FORM H SCHEDULE OF PREVIOUS EXPERIENCE

Provide proof of 5 **similar assignments and projects** (pipelines, dam construction, canals, road works, housing, sewer works, concrete reservoir, gabions and paving, security fencing, boreholes and PVC storage tanks) completed within the last 5 years by completing the table

No	Assignment / Project	Value in Rands	Date Assigned	Date Completed	Employer	Contact Person	Tel No
1.							
2.							
3.							
4.							
5.							

Name of Tenderer : ō ō ō ō ō ō ōō ō ō ō ō ō ō ō Date: ō ō ō ō ō ō ō ō ō ō ō ō ō ō ō ō ..

Signature :ō ō ō ō ō ō ō ō ō ō ō ō ō ō ō ō ō Position: ō ō ō ō ō ō ō ō ō ō ō ō ō ō ō ō .

Full name of signatory: ō ō ō ō ō ō ō ō ōō ō ō ō ō ō ō ō ō

TENDER NO: W1014-2016/2017WTE

TENDER FOR THE APPOINTMENT OF CIVIL, MECHANICAL, ELECTRICAL AND SPECIALIST WORKS CONTRACTORS INTO A PANEL OF PREFERRED CONTRACTORS FOR NEW WORKS, EMERGENCY AND MAINTENANCE WORKS (WATER AND SANITATION) FOR A PERIOD OF THREE (3) YEARS

FORM I SCHEDULE OF PREVIOUS EXPERIENCE (continued)

List projects previously executed or being implemented for Department of WATER AND SANITATION completed within the last 5 years by completing the table

No	Assignment / Project	Value in Rands	Date Assigned	Date of Completion	DWS Project Coordinator/Manager	Tel No
1.						
2.						
3.						
4.						
5.						

Name of Tenderer : ō ō ō ō ō ō ōō ō ō ō ō ō ō ō Date: ō ō ō ō ō ō ō ō ō ō ō ō ō ō ō ō ..

Signature :ō ō ō ō ō ō ō ō ō ō ō ō ō ō ō ō ō Position: ō ō ō ō ō ō ō ō ō ō ō ō ō ō ō ō .

Full name of signatory: ō ō ō ō ō ō ō ō ōō ō ō ō ō ō ō ō ō

TENDER NO: W1014-2016/2017WTE



TENDER FOR THE APPOINTMENT OF CIVIL, MECHANICAL, ELECTRICAL AND SPECIALIST WORKS CONTRACTORS INTO A PANEL OF PREFERRED CONTRACTORS FOR NEW WORKS, EMERGENCY AND MAINTENANCE WORKS (WATER AND SANITATION) FOR A PERIOD OF THREE (3) YEARS

FORM J SCHEDULE OF CURRENT ASSIGNMENTS

Provide proof of current assignments by completing the table below:

No	Assignment / Project	Value in Rands	Date Assigned	Date Completed	Employer	Contact Person	Tel No
1.							
2.							
3.							
4.							
5.							
6.							
7.							

Name of Tenderer : õ õ õ õ õ õõ õ õ õ õ õ õ Date: õ õ õ õ õ õ õ õ õ õ õ õ õ ..

Signature :õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ Position: õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ .

Full name of signatory: õ õ õ õ õ õ õ õõ õ õ õ õ õ õ



TENDER NO: W1014-2016/2017WTE

TENDER FOR THE APPOINTMENT OF CIVIL, MECHANICAL, ELECTRICAL AND SPECIALIST WORKS CONTRACTORS INTO A PANEL OF PREFERRED CONTRACTORS FOR NEW WORKS, EMERGENCY AND MAINTENANCE WORKS (WATER AND SANITATION) FOR A PERIOD OF THREE (3) YEARS

FORM K FINANCIAL REFERENCE

1. Banking Information

I/we hereby authorises the Client (Department of WATER AND SANITATION) to approach the following bank for the purposes of obtaining a financial reference. (Bank letter confirming details to be attached)

Bank Name	
Account Name	
Account Type	
Account Number	
Branch Code	
Address of Bank	
Contact Person	
Telephone Number	
How long has this Account been in existence	

2. Authorised Bank Account Information

I/we hereby authorises the Client (Department of WATER AND SANITATION AND SANITATION) to process all payments due to us through EFT direct to the bank details provided.

Name of Tenderer :õ õ õ õõ õ õ õ õ õ õ

Date: õ õ õ õ õ õ õ õ Signature:õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ

Position: õ õ õ õ õ õFull name of signatory:.....õ õ

DEPARTMENT OF WATER AND SANITATION
TENDER FOR THE APPOINTMENT OF CIVIL, MECHANICAL, ELECTRICAL AND SPECIALIST
WORKS CONTRACTORS INTO A PANEL OF PREFERRED CONTRACTORS FOR NEW WORKS,
EMERGENCY AND MAINTENANCE WORKS (WATER AND SANITATION) FOR A PERIOD OF
THREE (3) YEARS

BID W1014-2016/2017WTE

FORM L SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors to work on this contract. If we are awarded the contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us

[We confirm that all subcontractors who are contracted to clean and equip boreholes are registered as home builders with the National Home Builder Registration Council.]

No.	Name and Address of Proposed Subcontractor	Nature and Extent of Work	B-BBEE Level	Previous Experience with Subcontractor
1.				
2.				
3.				
4.				
5.				
6.				
7.				

Signed

Date

Name

Position

Bidder õ .

DEPARTMENT OF WATER AND SANITATION
TENDER FOR THE APPOINTMENT OF CIVIL, MECHANICAL, ELECTRICAL AND SPECIALIST
WORKS CONTRACTORS INTO A PANEL OF PREFERRED CONTRACTORS FOR NEW WORKS,
EMERGENCY AND MAINTENANCE WORKS (WATER AND SANITATION) FOR A PERIOD OF
THREE (3) YEARS
BID W1014-2016/2017WTE

CERTIFIED PROOF OF VALID UIF REGISTRATION
--

ATTACH A **CERTIFIED** COPY OF PROOF, THAT THE BIDDER IS IN GOOD STANDING WITH
THE **UIF**

NOTE

1. In the case of a Tender by a Joint Venture, certified copies of proof of Good Standing with the **UIF** in respect of each party to the Joint Venture must be attached to this page
2. The contractor must submit proof of UIF Contributions made to the fund to the Principal Agent on a monthly basis for the duration of the contract.

Should the contractor default on his monthly payments, the Employer will pay the outstanding payments due and the contractor will be liable for payments made by the Employer on behalf of the contractor, plus any additional cost associated with this process.

INTRODUCTION

In terms of Regulation 4(4) of the Construction Regulations of July 2003, a Contractor may only be appointed to perform construction work if the Client is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of July 2003. In line with this requirement the Contractor is required to read through this document carefully, sign it and submit it with his/her Tender.

DECLARATION

1. I, the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of July 2003 and the Generic Construction Safety, Health and Environmental Specifications.
2. I hereby declare that my company and its employees has the necessary competency and resources to safely carry out the construction works under this contract in compliance with the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of July 2003 and the Generic Construction Safety, Health and Environmental Specifications.
3. I hereby confirm that adequate provisions has been made in my tender to cover the cost of all Safety, Health and Environmental duties and responsibilities imposed on me by the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of July 2003 and the Generic Construction Safety, Health and Environmental Specifications.
4. I hereby undertake that if my tender is accepted, to provide before commencement of the Works under the contract or as required by the Conditions of the Contract, a suitable and sufficiently documented Construction Safety, Health and Environmental Management Plan in accordance with Regulation 5(1) of the Construction Regulations of July 2003, which shall be subject to approval by the Client.
5. I confirm that I may not commence with any part of construction work under the contract until my Construction Safety Health and Environmental Management Plan has been approved in writing by the Client.
6. I hereby confirm that copies of the following documentation will be kept on site for viewing and inspection purposes for the duration of the construction work:
 - a) Client's Construction Safety, Health and Environmental Specification.
 - b) Approved Construction Safety, Health and Environmental Plan.
 - c) Occupational Health and Safety Act, Act 85 of 1993.
 - d) Construction Regulations of July 2003.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Client will mean that I am unable to comply with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of July 2003, and accept that my tender will be rejected.

Duly signed at _____ on this the _____ day of _____ . 2016 ..

Full Name of Signatory

Name of Enterprise

Capacity of Signatory

Signature of authorised
representative of Bidder



GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT

NOTES:

The purpose of this document is to:

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

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

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

GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TREASURY
Republic of South Africa



GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
JULY 2010

NATIONAL TREASURY: Republic of South Africa

GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT
July 2010

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GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TREASURY: Republic of South Africa 3

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 anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 ~~%~~Country of origin+means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 ~~%~~Day+means calendar day.
- 1.8 ~~%~~Delivery+means delivery in compliance of the conditions of the contract or order.
- 1.9 ~~%~~Delivery ex stock+means immediate delivery directly from stock actually on hand.
- 1.10 ~~%~~Delivery into consignees store or to his site+means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods 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 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 goods 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 ~~%~~Supplier+ means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 ~~%~~Tort+ means in breach of contract.
- 1.27 ~~%~~Turnkey+ means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product service required by the contract.
- 1.28 ~~%~~Written+ or ~~%~~in writing+ means hand-written 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 (excluding professional services related to the building and construction industry), 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 goods, 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 nonrefundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

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.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

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.

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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 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 goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract

requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

- 8.6 Goods 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 goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 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 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, and in any subsequent Instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the Contract.

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.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (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, 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.
- 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 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, 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.
- 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.

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 or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 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 goods are required, or the supplier's services are not readily available.
- 21.4 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 granted upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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 supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, 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 purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- 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. Antidumping 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 favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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 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 for goods delivered and / or services rendered according to the prescripts of the contract.

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.

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. 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 SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.

34. Amendment of contracts

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices:

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of **restrictive practices** 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.
- 35.2 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 section 59 of the Competition Act No 89 of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the 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.

SPECIFICATION

**TENDER FOR THE APPOINTMENT OF CIVIL, MECHANICAL, ELECTRICAL AND SPECIALIST
WORKS CONTRACTORS INTO A PANEL OF PREFERRED CONTRACTORS FOR NEW WORKS,
EMERGENCY AND MAINTENANCE WORKS (WATER AND SANITATION) FOR A PERIOD OF
THREE (3) YEARS**

BID NO. W1014-2016/2017WTE

1.	DESCRIPTION OF THE WORKS
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1.1 EMPLOYER'S OBJECTIVES

The National Department of Water and Sanitation (DWS) is responsible for the development, operations, maintenance and rehabilitation of national water and sanitation resources infrastructure assets for the Country. It distributes bulk (untreated/raw) water in terms of the National Water Act (NO. 36 of 1998) to authorised users. These comprises of dams, tunnels, pipelines, hydro-mechanical equipment, cranes and lifting equipment, canals, pump stations, Waste Water Treatment Plants (WWTP), Water Treatment Plants (WTP), Buildings and associated infrastructure that is positioned across Southern Africa.

Post-May 2014 national and provincial elections, and following the announcement by the State President of the amalgamation of water and sanitation into one Department (DWS) through Gazette No. 37817, the Department is also responsible for designing, developing, constructing and maintaining sanitation infrastructure.

National Cabinet resolved on 7 September 2012 to include water and sanitation as a new Strategic Integrated Project as part of Government's Infrastructure Plan. National Departments, including the DWA, also have the obligation, as directed by Cabinet to assist the Local Government in realizing the service delivery by means of providing direct assistance, technical support and guidance.

1.2 OVERVIEW OF THE WORKS

The prospective member of the Panel of Preferred Contractors will be expected to be capable of successfully constructing and carry out refurbishment & maintenance works to infrastructure assets comprising of dams, tunnels, pipelines, hydro-mechanical equipment, canals, pump stations, Waste Water Treatment Plants (WWTP), Water Treatment Plants (WTP), sanitation infrastructure, rain water harvesting infrastructure, Buildings and associated infrastructure that is positioned across Southern Africa. This includes emergency work that might be necessary and immediate resources reinforcement is required from Contractors.

1.3 EXTENT OF THE WORKS

The bidder in his proposal must demonstrate the bidder's practical knowledge and experience of Construction Works in line with the key areas as defined below:

a. CIVIL ENGINEERING WORKS (CE)

Particularly related to the construction, refurbishment and rehabilitation of the following types of works but not limited to below list:

- i. Reservoir
- ii. Dam
- iii. Tunnel
- iv. Canals
- v. Pump stations
- vi. Waste Water Treatment Plants (WWTPs),
- vii. Water Treatment Plants (WTPs)
- viii. Pipelines (Raw water; Potable water and Sewer Mains)

This will also include maintenance of municipal water reticulation and sewer collection networks, as well as treatment optimisation of existing wastewater and water treatment facilities.

b. MECHANICAL ENGINEERING WORKS (ME)

Particularly related to the construction and refurbishment of the following types of works but not limited to below list:

- i. Hydro-mechanical equipment (incl. pump stations)
- ii. Pipe work
- iii. Cranes and lifting equipment
- iv. Passenger lifts
- v. Corrosion control specialists
- vi. Testing and certifying of all mechanical equipment
- vii. Design and draughting of mechanical equipment
- viii. Review of mechanical designs and drawings
- ix. Compilation and supply of Operation and Maintenance manuals
- x. Pumps
- xi. Pipelines
- xii. Waste handling systems
- xiii. Water treatment systems.

c. ELECTRICAL ENGINEERING WORKS

Particularly related to the construction and refurbishment of the works mentioned above under sections a. and b., which is applicable to the **electrical engineering works**.

d. SPECIALIST WORKS

Particularly related to the construction of the following types of works but not limited to below list:

- i. **SD**: The development, extension, installation, repair, renewal, removal, or alteration of corrosion protection systems (cathodic, anodic and electrolytic),
- ii. **SE**: Demolition of buildings and engineering infrastructure and blasting,
- iii. **SL**: The development, extension, installation, renewal, removal, renovation, alteration or dismantling of structural steelwork and scaffolding,
- iv. **SQ**: The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel fencing,
- v. **SO**: The development, extension, installation, renewal, removal, alteration, or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services and plumbing).

1.4 SPECIAL CONDITIONS

- 1.4.1 The Department will allow Contractors to make use of outsourced specialist expertise where the required capacity is not available within the company; provided that such personnel is qualified and registered at the relevant institutions. DWS reserves the right to approve such specialist outsourced specialist.
- 1.4.2 Proof shall be required that the Bidder, if not the manufacturer, shall be an accredited agent or representative of the manufacturer to the extent that he is fully conversant with all technical aspects and shall be able to answer all technical enquiries.
- 1.4.3 This BID will be adjudicated based upon the offers received for each Province or operational area. Bidders should indicate in their bids the areas and Provinces in which they operate. The approval into the Panel will be extended to all bidders who will meet the administrative requirements as strictly specified and the specified minimum points for functionality.
- 1.4.4 DWS reserves the right to appoint a higher CIDB grade contractor in a smaller project. DWS also reserves the right to appoint a higher CIDB grade contractor in a JV with an emerging contractor for empowerment purposes in the form of contractor development.
- 1.4.5 DWS reserves the right to appoint any number of responsive contractors for each of the CIDB grades and designations.
- 1.4.6 Tenderers may only tender under 1 (one) consortium or JV . more than 1 (one) submissions will result in immediate disqualification.
- 1.4.7 Tenderers to indicate which CIDB grading and designation is being tendered for.
- 1.4.8 In the adjudication of BIDs due account will be taken of the Bidder's past performance in the execution of similar works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Bidders are required to satisfy the Employer as to their ability to perform and complete the Works timorously and with satisfactory quality, and shall furnish details in the %Schedule of similar work undertaken by Bidder+, or contracts of a similar nature and magnitude which they have successfully executed in the past.
- 1.4.9 The Performance Guarantee form will be completed by the bidder on request by the DWS Engineer when required on special projects and only on request.
- 1.4.10 The Employer may also be required to make use of the services of the contractors appointed in other districts, neither is DWS obliged to furnish a reason for requiring that specific service. The Employer is also not bound to only utilise the services provided by the contractor appointed in a specific area.
- 1.4.11 The Departmental Construction Unit or other staff from other Departments may also be utilised for specific services when required on a "cost recovery appointment" (non profitable basis). The Department Construction may also make use of this contract to appoint the sub-contractor during the duration of the contract.
- 1.4.12 Requests for Bids
- All work to be performed in terms of this contract will be by means of a Bid for a specific project, which, after approval by the DWS, will be initiated by means of an official order. Only in an emergency at the specific request in writing to the DWS, can this work be performed without the issuing of such an order. The Engineer "confirmation in writing" must be issued before work may commence.

1.4.13 Sub-contractors

Bidders shall submit with their Bid document; details, names and addresses of all sub-contractors whom they propose to employ for any work listed to be performed. These will be approved/not approved by the Department before the award of this contract is made or during the term of the Panel. Payment of these sub-contractors will be the responsibility of the Contractor and such sub-contracting arrangements shall be done in accordance with the CIDB Guideline.

By appointing a sub-contractor, emerging sub-contractor or nominated engineer, the Contractor shall not diminish his/her responsibility to the Department. The Contractor shall be solely responsible for all work performed under this Contract. All payments received by the main contractor must immediately be paid over to the nominated sub-contractor, emerging sub-contractor, or nominated engineer. Failure to do so will lead to immediate action or cancellation of the contract with the Department.

1.4.14 Reduce or increase the scope of work

The work to be carried out during the currency of the contract may be given as separate tasks. Each task to be undertaken will be issued as a written instruction (Departmental Order) by the Engineer and will consist of a detailed scope of work and relevant drawings where applicable for each particular task.

Quantities may change during the construction period. The Engineer will then issue a written instruction to the contractor to reduce or increase the scope of work. The invoice amount will then also be reduced where applicable. In case of increasing quantities, the Contractor will then be required to submit a separated quotation for approval by the DWS. The Department will then issue an additional order for the increasing of quantities (or scope of work).

1.4.15 The services are required for a period of three (3) years from the date of award and no specific quantity of work has been can be guaranteed and identified members of the Panel will be used on the as-and-when needed basis. Orders will be place as require by the end-users of the Department.

1.4.16 The Panel will be implemented in terms of the General Conditions of Contract for Works of Construction (2015).

1.4.17 Any deviation from the specifications, Conditions of Bid or Conditions of Contract must be clearly stated, and all savings or additional expenditures or time implications that will be brought about by each such deviation or alternative proposal must be fully and clearly quantified in the Bid documents.

1.4.18 The Department is committed to dealing with triple challenges of poverty, unemployment and inequality. In this regard, DWS has adopted a Socio-Economic Empowerment Strategy (SEES) to ensure creation of job opportunities, advancement and support to Black-owned and Black-managed entities and workplace skills development.

These programmes are implemented in all DWS-financed infrastructure projects. As it has done in recent past and in line with the B-BBEE Amendment Act of 2013, DWS will also deal decisively **with irregular practices such as fronting and bid rigging/collusion**, which has become prevalent in the sector.

1.5 LOCATION OF WORKS

1.5.1 The Works will be located all over the Republic of South Africa.

FORM A: FUNCTIONALITY CRITERIA SCHEDULES

Form A1.1	Approach Paper . Method Statement
Form A1.2	Tenderer's Experience
Form A1.3	Contractor's Resources . Personnel and Plant
Form A1.4	Quality Control Procedures
Form A1.5	Competency in implementing Health and Safety on a Construction project
Form A1.6	Risk Management Process
Form A1.7	Financial Capability

The approach paper must respond to the scope of work and outline the proposed approach / methodology including that relating to programme and method statement, Tenderers shall note that health and safety and environmental approach are submitted and evaluated on separate schedules with this tender but should be clearly referenced to. The approach paper should articulate what value-add the tenderer will provide in achieving the stated objectives for the project.

The tenderer must attach his / her approach paper to this page. The approach paper should be between 2 and 5 pages.

	Technical approach and methodology (Indicate for each service you bid for (civil, mechanical, electrical and specialist))
Very Poor (score 0)	Failed to address requirements or no response.
Poor (score 40)	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Satisfactory (score 70)	The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project.
Good (score 90)	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc., is specifically tailored to the critical characteristics of the project.
Very Good (score 100)	Besides meeting the %good+ rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.

Signature :õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ Position: õ õ õ õ õ õ õ õ õ õ õ õ õ

FORM A1.2 Evaluation Schedule: Tenderer's Experience

The experience of the tenderer or joint venture partners in the case of an unincorporated joint venture or consortium as apposed to the key staff members / experts in similar projects or similar areas and conditions in relation to the scope of work over the last five years will be evaluated.

Tenderers should very briefly describe his or her experience in this regard and attach this to this schedule. Reference will be necessary to any other returnable schedules submitted with this tender as is appropriate.

The description should be put in tabular form with the following headings:

Employer, contact person and telephone number, where available	Description of work (service) (Indicate for each service you bid for (civil, mechanical, electrical and specialist))	Value of work (i.e. the service provided) inclusive of VAT (Rand)	Date completed
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The scoring of the tenderers' experience will be as follows:

Very Poor (score 0)	Failed to provide proof of relevant experience.
Poor (score 40)	Tenderer has limited experience.
Satisfactory (score 70)	Tenderer has relevant experience but has not dealt with the critical issues specific to the assignment.
Good (score 90)	Tenderer has extensive experience in relation to the project and has worked previously under similar conditions and circumstances.
Very Good (score 100)	Tenderer has outstanding experience in projects of a similar nature.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Name of Tenderer : òò ò

[illegible]

Signature: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 Position: 0 0 0 0 0 0 0 0 0 0 0

(a) Personnel

The tenderer must attach his / her organization and staffing proposals to this page. Reference will be necessary to any other returnable schedules submitted with this tender.

The scoring of the proposed organization and staffing will be as follows:

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signature : Position:

FORM A1.4 Evaluation Schedule: Quality Control Procedures

The quality control practices and procedures which ensure compliance with stated requirements of the Employer will be evaluated.

Tenderers should very briefly outline his or her procedures in relation to the project and attach this to this schedule, reference will be necessary to any other returnable schedules submitted with this tender

The scoring of the tenderers' quality control procedures will be as follows:

Very Poor (score 0)	Failed to address requirements or no response.
Poor (score 40)	Quality control procedures are unlikely to ensure compliance with stated Employer's requirements.
Satisfactory (score 70)	Quality control procedures are possibly able to ensure compliance with stated Employer's requirements.
Good (score 90)	Quality control procedures are likely to ensure compliance with stated Employer's requirements.
Very Good (score 100)	Quality control procedures are most likely to ensure compliance with stated Employer's requirements.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Name of Tenderer : òò ò

[illegible]

Signature :õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ Position: õ õ õ õ õ õ õ õ õ õ õ õ

FORM A1.5 Evaluation Schedule: Competency in implementing Health and Safety on a Construction project

The health and safety procedures and practices of the contractor should clearly indicate compliance with legislation and the stated Employer's requirements.

The tenderer should briefly outline their procedures and practices in relation to the project and attach these to this schedule, reference will be necessary to any other returnable schedules submitted with this tender (not more than 2 pages)

The scoring of the health and safety experience will be as follows:

Very Poor (score 0)	Failed to address requirements or no response.
Poor (score 40)	Health and safety procedures and practices are unlikely to ensure compliance with legislation and stated Employer's requirements.
Satisfactory (score 70)	Health and safety procedures and practices are possibly able to ensure compliance with legislation and stated Employer's requirements.
Good (score 90)	Health and safety procedures and practices are likely to ensure compliance with legislation and stated Employer's requirements.
Very Good (score 100)	Health and safety procedures and practices are most likely to ensure compliance with legislation and stated Employer's requirements.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Name of Tenderer : òò ò

[illegible]

Signature :õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ Position: õ õ õ õ õ õ õ õ õ õ õ

FORM A1.6 Evaluation Schedule: Risk Management Process

The Tenderer shall briefly outline the tenderers risk management process/procedures and specifically the risks that are identified for this project. In addition the tenderer shall indicate the processes to be followed in the identification and management of risks that arise during the contract.

The scoring of the tenderers risk management process/procedures will be as follows:

Very Poor (score 0)	Failed to address requirements or no response.
Poor (score 40)	Risk management processes, procedures, practices and monitoring are unlikely to ensure compliance Employer's requirements.
Satisfactory (score 70)	Risk management processes, procedures, practices and monitoring are possibly able to ensure compliance with Employer's requirements.
Good (score 90)	Risk management processes, procedures, practices and monitoring are likely to ensure compliance with Employer's requirements.
Very Good (score 100)	Risk management processes, procedures, practices and monitoring are most likely to ensure compliance with Employer's requirements.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Name of Tenderer : õõ õ

Date: õ õ õ õ õ õ õ õ õ õ õ õ

Signature :õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ Position: õ õ õ õ õ õ õ õ õ õ

DEPARTMENT OF WATER AND SANITATION

**TERM CONTRACT FOR CIVIL, MECHANICAL, ELECTRICAL AND SPECIALIST WORKS CONTRACTORS
INTO A PANEL OF PREFERRED CONTRACTORS FOR NEW WORKS, EMERGENCY AND MAINTENANCE
WORKS (WATER AND SANITATION) FOR A PERIOD OF THREE (3) YEARS**

Bid NO. W1014-2016/2017WTE

SECTION 4.2

PORTION 1: THE WORKS

DEPARTMENT OF WATER AND SANITATION

TERM CONTRACT FOR CIVIL, MECHANICAL, ELECTRICAL AND SPECIALIST WORKS CONTRACTORS INTO A PANEL OF PREFERRED CONTRACTORS FOR NEW WORKS, EMERGENCY AND MAINTENANCE WORKS (WATER AND SANITATION) FOR A PERIOD OF THREE (3) YEARS

Bid NO. W1014-2016/2017WTE

PROJECT SPECIFICATIONS

a. CIVIL ENGINEERING WORKS (CE)

Particularly related to the construction, refurbishment and rehabilitation of the following types of works but not limited to below list:

- i. Reservoir
- ii. Dam
- iii. Tunnel
- iv. Canals
- v. Pump stations
- vi. Waste Water Treatment Plants (WWTP_Φ),
- vii. Water Treatment Plants (WTP_Φ)
- viii. Pipelines (Raw water; Potable water and Sewer Mains)

This will also include maintenance of municipal water reticulation and sewer collection networks, as well as treatment optimisation of existing wastewater and water treatment facilities.

b. MECHANICAL ENGINEERING WORKS (ME)

Particularly related to the construction and refurbishment of the following types of works but not limited to below list:

- i. Hydro-mechanical equipment (incl. pump stations)
- ii. Pipe work
- iii. Cranes and lifting equipment
- iv. Passenger lifts
- v. Corrosion control specialists
- vi. Testing and certifying of all mechanical equipment
- vii. Design and draughting of mechanical equipment
- viii. Review of mechanical designs and drawings
- ix. Compilation and supply of Operation and Maintenance manuals
- x. Pumps
- xi. Pipelines
- xii. Waste handling systems
- xiii. Water treatment systems.

c. ELECTRICAL ENGINEERING WORKS

Particularly related to the construction and refurbishment of the works mentioned above under sections a. and b., which is applicable to the electrical engineering works.

d. **SPECIALIST WORKS**

Particularly related to the construction of the following types of works but not limited to below list:

- i. **SD:** The development, extension, installation, repair, renewal, removal, or alteration of corrosion protection systems (cathodic, anodic and electrolytic),
- ii. **SE:** Demolition of buildings and engineering infrastructure and blasting,
- iii. **SL:** The development, extension, installation, renewal, removal, renovation, alteration or dismantling of structural steelwork and scaffolding,
- iv. **SQ:** The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel fencing,
- v. **SO:** The development, extension, installation, renewal, removal, alteration, or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services and plumbing).

PORTION 1: THE WORKS

PS1 GENERAL DESCRIPTION OF THE WORKS

Works are to be executed in the in four (4) operation areas and, in cases where DWS Construction is involved, in 4 construction areas. Prospective Bidders must take note of the fact that the contract will be executed on the basis of a "Bill of Quantities" contract. Bid prices must include site establishment cost (see PSA 15).

The quantities indicated in the Schedule of Quantities are for adjudication purposes only and shall not be regard as an indication of the eventual value of the work to be done.

This contract comprises engineering work in four operational areas.

For maintenance contracts, the works to be executed under this contract comprise the following:

- 1.1 General
- 1.2 Repairs and supply of Dwelling Houses
- 1.3 Small diameter clear water supply pipelines
- 1.4 Small diameter sewer mains and collector pipelines
- 1.4 Canal Construction
- 1.5 Repairs of Canal
- 1.6 Building and Repairing of Roads to Waterworks
- 1.8 Filter drains (Cleaning or replacement of filter media)
- 1.9 Hand railing
- 1.10 Upgrading of Septic tanks and other related wastewater treatment technologies
- 1.11 Introducing innovative wastewater treatment systems
- 1.11 Circular concrete reservoir
- 1.12 Gabions and pitching
- 1.13 Segmented block paving & kerbing
- 1.14 Security fencing
- 1.15 Complete pump house installation for boreholes & small installations
- 1.16 10 kl PVC storage tank on floor . 3 metre high tank stand and 6 metre high tank stand
- 1.17 Dayworks.

Execution of the work will be done by one of the following methods, or as a combination of the methods:

- (i) Main contractor to employ people from the vicinity where work is to be executed.
- (ii) Nominated emerging sub-contractors, which are also to be formally contracted and trained by the established contractor.
- (iii) Established and emerging contractor which have entered into a joint venture or subcontract agreement.

The Bidders must take note of the fact that, in case where contractor development will be initiated by DWS, it will be expected of the successful Bidder to enter into a formal agreement with the Enterprise Development Beneficiary (EDB). The established/main Contractor will be responsible for the quality of the work of the EDB and the achievement of the specified empowerment outputs.

PS2 DESCRIPTION OF SITE AND ACCESS

The work to be undertaken is generally in or near existing Works in the Areas mentioned above. The access to the individual sites is generally very poor and it could be expected that four-wheel drive vehicles might be required at times.

It is of critical importance that Contractors should under all circumstances; liaise with the operational area offices or regional representative **prior** to going on site to ensure that the above mentioned offices could inform people of work to be carried out by the Contractor. If the representative cannot be contacted, the Contractor should then **not** enter a site for working purposes.

PS3 NATURE OF GROUND AND SUBSOIL CONDITIONS

The nature of ground and sub-soil conditions may vary from site to site. The Contractor must familiarize himself as far as is practically possible with soil conditions in the region.

PS4 DETAILS OF THE CONTRACT

- (i) The work required to be done entails that listed in PS1, as work of generalized nature. Specific details will be supplied by the Engineer, based on the Pricing Schedules, for each specific project.
- (ii) All sections of the Works shall be subject to a respective maintenance period (Defects Liability Period) of 12 months.

PS5 CONSTRUCTION PROGRAMME

PS5.1 Information to be made available

The Engineer will provide the Contractor with a list of specifications regarding the relevant part of the Works. It is envisaged that the information will be made available not less than four weeks prior to the installation date, to enable the contractor to order the materials and programme the works.

PS5.2 Labour Intensive Construction

The principle of labour intensive construction for certain portions of the works to be executed is to be introduced. See clause PS20.3 for details regarding the above-mentioned.

PS5.3 Phasing of the Works

- (a) The works will be scheduled, as far, as is practically possible, so that the Contractor can work uninterrupted for the duration of the contract order.

Note: All other movement cost will be deemed to be included in the rates Bided for various items of the work.

- (b) The Contractor must take note of the fact that only inter-construction site movements will be paid for. It is also important to take note of the fact that such payment will be made only for the Contractor's first equipment team (if more than one team are fielded) to move to a specific site. Inter-construction site move payments shall be made only for transport expenditures. (Refer to the applicable transport rates, Bided in the pricing schedules).
- (c) Should the Contractor be requested by the Engineer to do work not included in his above-mentioned programme, he will then be paid for the movement according to rates included in the Pricing Schedules for transport expenditures only. These movements are those, which would

infringe any programme predetermined and agreed to between the Contractor and the Engineer.

PS5.4 Interruption in Work Schedule

If information or particulars as mentioned in Clause PS4 are not available from the Employer regarding the works for any period of time, the Contractor will be ordered in writing to discontinue work. The Contractor will then be granted an extension of time. When the Contractor is requested to resume work, the establishment cost will be paid as if the Contractor moved in from another site as per the Bid. No adjustment will be made in any of the rates in the Pricing Schedules.

PS5.5 Format and Approval

As soon as information is available with regard to a specific Works, the Contractor shall supply, within 14 days, a suitable and realistic construction programme for the consideration of the Engineer. This programme shall show the proposed scheduling and methods of execution of the Works and the resources to be allocated to each item or phase of execution of the Works and the resources to be allocated to each item or phase of the work. Quantities proposed for execution for a specific Works and the anticipated Cash flow based upon these quantities should be shown, due allowance being made for price escalations and retention moneys.

The Contractor will be expected to progress with the Works in accordance with the approved programme and shall not deviate from the order of execution shown in the programme without the prior approval of the Engineer or his Representative. Should such approval be given, an adjusted programme shall be produced within 7 days and submitted to the Engineer for evaluation. Progress in advance of the programme or certain phase of the Works shall not be considered adequate reason for poor progress on another portion or phase.

PS5.6 Partial Completion and Monthly Take Over

Specific completed Works will be taken over within two weeks after completion for which a Certificate of Completion will be issued. The maintenance period on the work completed will commence with the issuing of the Certificate of Completion.

PS 5.7 Penalties

The penalties for late completion are indicated in the Appendix to Bid.

The penalty in respect of each Works shall remain in force until the work for that Works has been completed. The penalties for the Works will be applied independently and are accumulative.

PS 6 SITE FACILITIES AVAILABLE

PS 6.1 Contractor's Camp

An area will be made available by the Employer for the Contractor's camp and depot, where materials can be stored and from which the administration of the contract will be undertaken by the Contractor. However, the Contractor will be responsible to arrange with the necessary authorities at each Works site to store equipment and material.

PS 6.2 Source of Water Supply

Water supply will not necessarily be available at the camp or depot or each construction site.

The Contractor shall be responsible under the Contract for the supply and distribution at his cost of all water that he may require for purposes of constructing the Works. Accordingly, the Contractor shall pay all connection fees and consumption charges, and at his cost provide all connections, consumption meters, pipe work, storage tanks, transport and other items associated with the supply of water for the Works.

Water for filling, testing and disinfecting the pipelines and structures will be made available by the Employer at no cost to the Contractor. However, should the pipelines and/or structures have to be

drained and refilled due to defective materials or workmanship by the Contractor or by his subcontractors, then the water required for refilling will be for the account of the Contractor.

PS 6.3 Source of Power Supply

Power supply will not necessarily be available at the camp or depot or at each construction site.

PS 6.4 Housing

The Contractor will be permitted to house Key Personnel only within his camp site(s). At the commencement of the Contract, the Contractor shall inform the Engineer of his intentions regarding the housing of Key Personnel on Site, and he shall thereafter ensure that all such accommodation is kept neat and tidy, hygienic and properly controlled at all times. Should at any stage of the Contract the Employer and/or the Engineer be of the opinion that the housing of Key Personnel within the camp site(s) of the Contractor is causing disturbance or inconvenience to the landowner or to nearby residents, then the authority granted by this clause for the Contractor to house Key Personnel on Site may be withdrawn, either partially or entirely.

The Contractor shall at all times conform to all requirements contained in law or bylaws, as well any other requirements set by the controlling local authority.

PS 6.5 Ablution Facilities

No ablution facilities are available at the camps and depots or construction sites. The Contractor will have to arrange such in line with applicable health and safety standards.

PS 7 SITE FACILITIES REQUIRED

PS 7.1 for the Contractor

Whatever may be required for the satisfactory execution of the Contract.

PS 7.2 for the Engineer

As specified under Section PSAB (Portion 2 of the Project Specifications).

PS 7.3 Sanitary facilities

Water borne sewerage is not available on site. Chemical or flush toilets with on-site disposal shall be provided and maintained for the use of the Contractor's personnel, the Engineer and representatives of the Employer at all camp sites that the Contractor may establish for construction of the Works. In addition, the Contractor shall at all times during construction of the Works provide adequate sanitary facilities on the construction site so that all employees are at all times within easy reach of sanitary facilities.

PS 8 STATUTORY REGULATIONS

The Occupational Health and Safety Act, Act 85 of 1993 (referred to as "the Act" below), and all regulations promulgated there under must be adhered to by the Contractor, with specific reference to the safety of all employees and the public, irrespective of whether such employees are employed by the Contractor or by his subcontractors (including local subcontractors). The Contractor, in entering into this Contract, hereby agrees with the Employer in terms of Section 37(2) of the Act, that the Contractor as an employer in its own right and in its capacity as Contractor for the execution of the Works, shall have certain obligations and that the following arrangement shall at all times for the duration of the Contract apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act, namely:-

- (i) The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act;

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

PS 9 COMMUNICATION LIAISON AND COMMUNITY RELATIONS

In all dealings with communities through which the Works are to be constructed, and in all dealings with workers employed from within such communities, the Contractor shall take due cognisance of the character, culture and circumstances of the specific community, and shall at all times use his best endeavors to avoid the development of disputes and rather to foster a spirit of co-operation and harmony towards the project.

The Contractor shall at all times, keep the Engineer fully informed regarding all matters affecting or negotiated between the Contractor and the community, and he shall attend all liaison meetings as may be arranged by the Engineer and/or the Employer. All matters concerning the community shall be discussed and where possible, resolved at such meetings.

Where any resolution during such negotiations or at such meetings shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect thereto without a prior written instruction from the Engineer. Where the Contractor is of the opinion that any instruction of the Engineer issued in terms of this clause will result in the incurring of additional costs which were not provided for in his Bided rates and prices and/or that a delay in the progress of the Works will result, he shall be entitled to submit a claim in terms of Clause 51 of the Conditions of Contract, provided always that the period of fourteen (14) days referred to in Clause 51 shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.

PS 10 WORKMANSHIP AND QUALITY CONTROL

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and of the Drawings rests with the Contractor, and the Contractor shall, at his own expense, **institute a quality-control system and provide experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the quality of the Works at all stages of the Contract.**

The costs of the Contractor's supervision and process control, including all testing carried out by the Contractor, will be deemed to be included in the rates Bided for the various groups of schedules of work. The Contractor's attention is drawn to the provision of the various Standardised Specifications regarding the minimum frequency of process control testing that is to be executed. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control of the quality of the Works at all times. Upon completion submission of each portion of the Works to the Engineer for examination, the Contractor shall furnish the Engineer with the results of relevant tests, measurements and levels, thereby indicating compliance with the Specifications. **The Engineer will not examine or inspect any portion of work submitted for approval unless the request for inspection and approval is accompanied by relevant tests, measurements and levels indicating compliance.**

PS11 FEATURES REQUIRING SPECIAL ATTENTION

PS 11.1 Other Contractors

Other works as well as normal maintenance contracts may be under way at any site. No additional

payments will be made in this regard to the Contractor.

PS11.2 Construction within Built-up Areas

The bulk of the work is situated in inhabited residential areas. Meticulous care is required to ensure:

- (a) Convenient access provided for the public to their property during all stages of construction;
- (b) Ensuring the safety of the public during all stages of construction;
- (c) Extended liaison with concerned parties, including the local Tribal Authority, District Councils, traffic departments, residents and management of business, imperative.

This will include notification in advance of the commencement of proposed works, etc.

VERY IMPORTANT:

THE CONTRACTOR MAY BE REQUIRED TO APPOINT A PUBLIC RELATIONS OFFICER (PRO), WHO WILL FORM PART OF THE FULL-TIME STAFF COMPLEMENT. NO SEPARATE PAYMENT WILL BE MADE FOR SUCH A PRO.

PS11.3 Trenches in Narrow Road Reserves

Prospective Bidders must take note of the fact that at some places trench excavation will take place in fairly narrow road reserves/alleys. The difficulty to overcome this obstacle must be incorporated in the Bided rates. No separate and/or additional payment will be made in this regard.

PS11.4 Reinstatement of fences

The Contractor shall give all land owners and residents a minimum of 48 hours notice of his intent to dismantle fences to properties, where indicated on the Drawings or so ordered by the Engineer. The Contractor shall note all aspects relevant to the condition of existing fencing and shall take photographs thereof prior to dismantling, and shall acquire the signature of the owner/occupant agreeing to such conditions.

After reinstatement, both the Contractor and the owner/occupant shall sign the form confirming that the condition of the fence is at least equivalent to its condition before dismantling.

PS11.5 Protection of Buildings and Structures

The Contractor shall give all residents or other parties owning a building or structure within an appropriate radius (not less than 100 m) from any point of blasting, a minimum of 48 hours notice of his intent to execute any blasting work. The Contractor shall note all aspects relevant to the condition of the affected buildings and/or structures prior to blasting. In the event of damage to existing buildings/or structures as a result of blasting, remedial work shall be done to the satisfaction of the owner/occupants at the Contractor's expense.

Compliance with this clause will not relieve the Contractor of any of his responsibilities in terms of the Contract, or in terms of sub-clause 5.1.1.3 of SANS 1200D.

PS11.6 Care of the Site

At all times during construction of the Works and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store all materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

PS11.7 Control of Water

The Contractor shall at all times and in all respects be responsible for the handling of storm water from higher-laying areas above the Works, and for the handling of any subsurface water that may affect Works. No separate payment shall be made in this regard, as all costs related thereto should be deemed to be included in the rates Bided for the various items of work that are included in the Pricing schedules. Refer also to SANS 1200 A, clause 5.5, in this regard.

PS12 DRAWINGS, OPERATION AND MAINTENANCE MANUALS

All information in the possession of the Contractor that is required by the Engineer's Representative in order to complete the As-Built drawings and prepare a completion report for the Employer must be submitted to the Engineer's Representative before a Certificate of Practical Completion will be issued for the Works. Similarly, the Contractor will be required to submit full details of all pipes, valves, meters and specials in a suitable loose bound format, including any special operational and maintenance procedure related thereto for incorporation in the overall operation and maintenance manual for the Scheme prior to the issue of a Certificate of Completion for the Works.

Only figure dimensions on the Drawings may be used in the interpretation thereof, and the Drawings shall not be scaled unless the Contractor is so instructed by the Engineer in writing. The Engineer will upon written request provide any dimensions that may have been omitted from the Drawings.

PS13 SAMPLES

Materials or work that do not conform to the approved samples submitted in terms of Sub-Clause 26(4) of the Conditions of Contract, will be rejected. The Engineer reserves the right to submit samples for testing to ensure that the material represented by the sample meets the specified requirements.

PS14 NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS

Notice signs and barricades (required in terms of Clause 34 of the Conditions of Contract) as well as advertisements may only be erected where approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his Billed rates. The Engineer shall have the right to have any sign, notice or advertisement moved to another location, or to have it removed from the Site of the Works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

PS15 OPEN TRENCHES

Trenches may not be left open during the builder's holidays, and shall be safeguarded at all times from danger to the public. Safe trench-crossings shall be provided at all intersections with accesses to properties and with public roads and paths. The length of trench left open at any one time may be restricted by the Engineer, should he consider such restriction to be in the interest of public safety.

PS16 SPOIL MATERIAL

No indiscriminate spoiling of materials will be permitted. Surplus or unsuitable materials shall be spoiled at sites designated by the Engineer for this purpose. All spoiling shall comply with the applicable statutory and municipal regulations of the local or rural authority in whose area it is located.

PS17 INFORMATION IN RESPECT OF PLANT

Information relating to plant on Site shall be recorded in the Daily diary. In addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of construction plant kept on the Site, full particulars given for each day of the month. Distinction shall be made between plant in working order and plant out-of-order. Such inventory shall be submitted by the first day of the month following the month to be reported.

PS18 INFORMATION IN RESPECT OF EMPLOYEES

Information relating to labour and management on Site shall be recorded in the Daily Diary. In addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of supervisory staff, labour employed (own and local labour) by category, and sub-contractors (both local and imported) for each day of the month. Such return shall be submitted by the first day of the month following the month to be reported.

PS19 ABNORMAL RAINFALL

Extension of time for completion of the Contract shall be allowed in the event of abnormal rainfall in accordance with the following formula:

$$V = (N_w - N_n) + (R_w - R_n)/20$$

Where

V = Extension of time in calendar days for the calendar month under consideration

N_w = Actual number of days the calendar month under consideration on which a rainfall of 10 mm and more is recovered

R_w = Actual total rainfall in mm recorded during the calendar month under consideration.

N_n = Average number of days, derived from rainfall records, on which a rainfall of 10 mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter

R_n = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter.

Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N_n, then V shall be taken as being equal to minus N_n. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.

Rainfall records for the period of construction shall be taken on Site. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall **per site**. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Engineer or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Engineer's Representative. Access to the measuring gauge(s) shall at all times be under the Engineer's control.

The rainfall records applicable to this Contract (unless more appropriate records for the site are made available by the Weather Bureau) are those recorded as example at Polokwane from 1898-1989.

The following values of N_n and R_n shall apply:

MONTH	N _n (days)	R _n (mm)
January	91	3
February	72	2
March	61	2
April	31	1
May	11	0
June	4	0
July	5	0
August	4	0
September	14	1
October	41	1
November	80	3
December	91	3
TOTAL	505	16

PS 20 LABOUR AND PERSONNEL

PS 20.1 Contractors Personnel

The Contractor shall limit the utilisation of his permanently employed personnel to that of key personnel only on the Works, as defined below, and shall execute and complete the Works utilising a temporary workforce employed directly by the Contractor and/or by his sub-contractors, using the assistance of the Labour Desk(s), or similar arrangements which have been established for this purpose from the local community which is established in proximity to the Works or which will be consumers from the Scheme.

Without derogating from the Contractor's obligations to complete the Works within the specified time for completion in terms of Clause 45(1) of GCC 1990, the numbers in each category of the Contractor's key personnel, as stated by the Contractor in Section 7 of his Bid, will be strictly controlled during the contract period and any increase in numbers will be subjected to the prior approval of the Employer.

Key personnel means all contracts managers, site agents, site clerks, materials and survey technicians, quantity surveyors, trainers, supervisors, foremen, skilled plant operators, brick layers, welders, shutter hands and the like, and all other personnel in the permanent employ of the Contractor or his sub-contractors who possess special skills, and/or who play key roles within the Contractor's or his subcontractor's operations.

The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, authorise in writing that the Contractor may utilise in the execution of the Works, workers not being his key personnel but who are in his permanent employ. Without limiting the generality of application of this sub-clause, circumstance which may be considered by the Engineer to warrant authorisation of the use of the Contractor's permanent employees other than key personnel, include:

- (a) The unavailability from local sources of sufficient numbers of temporary workers and/or sub-contractors to execute the Works, provided always that the Contractor has satisfied the Engineer that he has exercised his best endeavours and taken all reasonable actions to recruit sufficient temporary workers and sub-contractors from local sources.
- (b) The unavailability within the temporary worker pool and/or from subcontractor sources available to the Contractor in terms of Contract, of sufficient skills necessary to execute the Works or specific portions thereof, in situations where the completion period allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of suitable training, as contemplated in the Contract;
- (c) Any other circumstances which the Engineer may deem as constituting a warrant.

PS 20.2 Temporary Workforce

The Contractor shall draw labour from the local communities through the Labour Desk(s), or similar arrangements, which have been established for this purpose. Accordingly, the workforce that is employed

on Site shall consist of local residents, except for approved key staff in the permanent employ of the Contractor, to the maximum extent that is compatible with the requirements of Clause 24 of the Conditions of Contract.

The Labour Desk(s) or similar arrangements which have been established for this purpose shall assist in identifying available local labour and, where available, semiskilled labour as well as local subcontractors. The Labour Desks shall also assist and advise regarding conditions of employment, minimum wages, disputes and disciplinary procedures. The function of the Labour Desk(s) shall however in no way diminish the responsibilities of the Contractor in terms of Clause 23 of the Conditions of Contract.

Although the Contractor shall adhere to the statutory minimum wage rates (see Clause 6(5) of the Conditions of Contract), he is however at liberty to negotiate additional incentive payments based on performance.

A contract of employment or subcontract should be signed between the Contractor and each of his employees or sub-contractors, as the case may be. Likewise contracts of employment must be entered into between each such sub-contractor, and each of the specific subcontractors' employees. Employment and subcontract agreements shall make clear reference to at least the following conditions:

- ~ The minimum agreed wage rate per hour in respect of labourers;
- ~ The agreed pay rate per unit production where applicable;
- ~ UIF and WCA payments;
- ~ Minimum working hours per day;
- ~ Start and end times of a daily shift;
- ~ Lunch break times;
- ~ Company Policy regarding:
 - Rain time
 - Sickness and absenteeism
 - Disciplinary matters
 - Grievances
- ~ Method and frequency of payment;
- ~ Work clothes and safety equipment to be issued.

PS 20.3 Labour Intensive Construction

The Departmental Operational areas requires that labour intensive construction methods are to be introduced and practised in some of the equipment activities of this project.

Labour Intensive Construction shall mean the economically efficient employment of as great a portion of labour as is technically feasible to produce a standard of construction demanded by the Specifications with completion by Due Completion Date, thus the effective substitution of labour for equipment.

Appropriate portions included in the Contract shall be executed using labour intensive construction methods. These portions of the Works shall be constructed utilising only locally employed labour and/or the labour of local sub-contractors, supplemented to the extent necessary and unavoidable by the Contractor's key personnel as provided for in sub-clause PS20.1, unless otherwise instructed by the Engineer and in accordance with the further provisions of the relevant sections of Portion 2 of the Project Specifications. The portions of the Works to be executed using labour intensive construction methods (where feasible) are:

- " clearing and grubbing of the Site;
- " bedding, selected fill, backfilling and compaction of all pipe trenches irrespective of depth, but assisted by mechanical compaction equipment in order to achieve the specified densities;
- " Excavation of pipe trenches where the soil conditions and trench depths permit economic production;
- " Transportation and spoiling of all trench materials, where the disposal site is located within 20 metres of source;
- " Removal of oversized materials to the edge of the roadway during the construction of roads and streets;
- " laying and testing of all pipelines, including all fittings, valves and house/erf connections;
- " Construction of all manholes, valve chambers, thrust blocks pipeline markers and the like (earth-, concrete-, brick- and metal works);
- " Construction of the rudimentary draw-off assemblies;
- " Mixing, transporting, placing and finishing of all concrete;
- " Dismantling and re-erection of fences; and
- " Cleaning and tidying up of the Site.

In respect of those portions of works which are not listed above, the construction methods adopted and plant utilised shall be at the discretion of the Contractor, provided always that the construction methods adopted and plant utilised by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.