



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF WATER AND SANITATION REPUBLIC OF SOUTH AFRICA

DUE AT	11:00am
CLOSING DATE	18 January 2018
BID NUMBER	DWS 06-1117 WTE
DESCRIPTION: A THREE YEAR TERM CONTRACT FOR COMMERCIAL DIVING SERVICES	
WITHIN OPERATION CLUSTERS (NORTHERN, SOUTHERN, EASTERN AND CENTRAL) AND DAM	
SAFETY REHABILITATION PROJECTS.	
SUBMIT TENDER DOCUMENT TO	
POSTAL ADDRESS: Director-General Water and Sanitation Private Bag X313 PRETORIA, 0001	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

BID DWS 06-1117 WTE

SCOPE OF DIVING WORK

This bid makes provision for:

1. A three year commercial diving contract for the work of Mechanical / Electrical and Civil Engineering Underwater Plant Maintenance Installations and Equipment associated with the Department of Water and Sanitation in South Africa
2. The service to be provided shall be deemed to include preventative maintenance, condition monitoring and emergency repairs.
3. The Diving Contractor will have substantial capacity and facilities to handle all the equipment listed in the Technical Specification and Requirements.
4. The Departmental Mechanical/Electrical/Civil contractors and Engineering Consultants may also form part of the diving operation, site installations, refurbishment and Dam Safety / Departmental projects.
5. The specification of this bid shall apply to the Department of Water and Sanitation Water Trading Entity and the Main Account.

THERE SHALL BE A COMPULSORY BRIEFING SESSION FOR THIS BID. THE MEETING IS SCHEDULED FOR

DATE & TIME: 12 December 2017
VENUE: Department of Water and Sanitation, Emanzini Building (Room G18)
173 Francis Baard Street (Formerly Schoeman Street)
Pretoria 0002

FAILURE TO ATTEND THE COMPULSORY BRIEFING SESSION SHALL RENDER YOUR BID NON-RESPONSIVE.

THE DEPARTMENT OF WATER AND SANITATION (DWS) RESERVES THE RIGHT TO APPOINT OR NOT TO APPOINT ANY BIDDER OR ACCEPT ANY BID.

DWS RESERVES THE RIGHT TO CANCEL THE TENDER PROCESS IF THERE ARE ANY REASONABLE AND RATIONAL REASONS, IN LINE WITH RELEVANT REGULATIONS.

DEPARTMENT OF WATER AND SANITATION

BID DWS 06-1117 WTE

IMPORTANT INFORMATION

- ENQUIRIES : Chief Director: Strategic Asset Management
Department of Water and Sanitation
Room 303
Sedibeng Building Private bag X313
185 Francis Baard Street PRETORIA
PRETORIA 0001
- COMPILED BY: T. NGATI
Tel. (012) 336 8623
Fax: (012) 323 2791
- COST : It will cost the Bidder **R200** non-refundable to collect a bid document.
Note: One bid document must be marked 'original' and another one marked 'copy'. Both bid documents (original and copy) must be completed and submitted.
- SUMMARY : The services required are the provision of diving and associated mechanical and civil works for a period of thirty six (36) months from the date of award as indicated on the letter of acceptance.
- NOTE :
 1. Orders will be placed as required by the various Departmental Operational Area Offices and the Departmental Dam Safety Office over the 3 year period. **No specific quantities of diving work are identified and this is a bill of rates contract only.**
 2. The Department reserves the right to deal with the Contractor and his principals throughout the duration of the contract.
 3. This BID will be adjudicated based upon the offers received for the scope of work as described in the price schedules. **The contract will be awarded to more than one bidder and not only to a single Bidder. Only complete offers will be considered. See SBD 3.2. Incomplete offers will not be adjudicated.**
 4. The prices Bidded shall not be necessarily the same for each Operational Area. **The Department's goal is to appoint at least eight different diving contractors for the four Operational Areas.**
 5. **It will be an advantage if the bidders are in a possession of a B-BBEE Rating. Refer to form SBD 6.1**

Proof of these ratings must be submitted with the bid

- 6. DEPARTMENTAL OPERATIONAL AREAS:**
- A. NORTHERN OPERATION: LIMPOPO, MPUMALANGA AND NORTH WEST PROVINCE**
 - B. SOUTHERN OPERATION: WESTERN CAPE AND EASTERN CAPE PROVINCE**
 - C. EASTERN OPERATION: KWA-ZULU NATAL PROVINCE**
 - D. CENTRAL OPERATION: FREE-STATE AND NORTHERN CAPE PROVINCE**
7. Original and Valid Tax Clearance Certificate must be attached to form SBD 2
8. Evaluation Criteria: (Refer to Part 6: Questionnaire and Evaluation Criteria)
- a) Administrative Compliance
 - b) Functionality Compliance
 - c) Price and Preference evaluation

BID DWS 06-1117 WTE

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PART 6	EVALUATION CRITERIA



PART 1

BID DWS 06-1117 WTE

INSTRUCTIONS TO BIDDERS

THREE YEAR TERM CONTRACT FOR COMMERCIAL DIVING SERVICES WITHIN OPERATION CLUSTERS (NORTHERN, SOUTHERN, EASTERN AND CENTRAL) AND DAM SAFETY REHABILITATION PROJECTS.



**THREE YEAR TERM CONTRACT FOR COMMERCIAL DIVING SERVICES WITHIN
OPERATION CLUSTERS (NORTHERN, SOUTHERN, EASTERN AND CENTRAL) AND
DAM SAFETY REHABILITATION PROJECTS. BID DWS 06-1117 WTE**

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REASONABLE AND RATIONAL REASONS, IN LINE WITH RELEVANT REGULATIONS.**



**THREE YEAR TERM CONTRACT FOR COMMERCIAL DIVING SERVICES WITHIN
OPERATION CLUSTERS (NORTHERN, SOUTHERN, EASTERN AND CENTRAL) AND
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REPUBLIC OF SOUTH AFRICA

INSTRUCTIONS TO BIDDERS

DEPARTMENT OF WATER AND SANITATION

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

2. **ISSUE OF DOCUMENTS**

Complete sets of bid documents with specifications are issued to each Bidder against a cost of participation (if required) of the amount stated in these documents. This cost of participation shall be paid when making application for the documents from the Director-General, Bid Section, Department of WATER AND SANITATION, Office number R2, Waterbron Building, 191 Francis Baard Street (Former Schoeman Street), Pretoria, or Private Bag X313, Pretoria, 0001.

All payments shall be made in the currency of the Republic of South Africa and cheques shall be made payable to the Director-General: WATER AND SANITATION, who shall be entitled to cash any cheque.

The bid cost of participation is non-refundable.

Any amendments to published bid documents will be forwarded by certified mail only to those Bidders who requested bid documents from the Department. Bidders shall indicate in the space provided on the Appendix to Form of Bid which, if any, amendments they have received.

3. **ADDITIONAL INFORMATION**

- 3.1 Bidders are referred to Government Procurement General Conditions of Contract - obtainable from the office of the Division: Supply Chain Management (WTE), Private Bag X 313, Pretoria, 0001, and which shall be regarded as an integral part of these bid documents.

This bid is governed by the General Condition of Contract for Construction works 3rd edition 2015, as published by the South African Institute of Civil Engineering (SAICE) shall apply unless they are in conflict with any portion of the instructions of Bidders, Government Procurement Conditions of Contract, Specifications, Appendices, Annexures, and Schedules of this enquiry document, in which case this enquiry document shall take precedence.

The conditions contained in Government Procurement General Conditions of Contract shall apply unless they are in conflict with any portion of the Instructions to Bidders, Conditions of Contract, Specifications, Appendices, Annexures, and Schedules of this enquiry document, in which case this enquiry document shall take precedence.

Bidders are also referred to the Departmental General Conditions of Contract as more fully explained under "CONDITIONS OF CONTRACT".

- 3.2 Bidders shall acquaint themselves with the nature of the Site, rail facilities and road conditions and with all conditions and circumstances that may affect their Bids, and shall be deemed to have knowledge thereof.

If an official site inspection is to be held, it will be specified in the Project Specification, and the site inspection certificate included in these documents shall be completed.

- 3.3 If any additional information is required as to the interpretation of any part of this enquiry, immediate application should be made to the Engineer.



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4. CONDITIONS OF CONTRACT

- 4.1 All Bidders shall be deemed to have waived, renounced and abandoned any conditions printed or written upon any stationery used by them for the purpose of or in connection with the submission of bids which are in conflict with the conditions laid down in the Bid Documents.
- 4.2 No alteration, amendment or variation of the Conditions of Contract will be permitted and, in the event of any such alterations, amendments or variations being stipulated as a Condition of Bid by the Bidder, the Bid will be rendered invalid and will not be considered.
- 4.3 Bidders shall comply strictly with the Conditions of Contract, Enquiry Specification, Appendices, Annexures, Schedules and Forms forming this enquiry document. Bids which, in the opinion of the Employer, do not so comply will not be considered in the selection of the successful Bidder.
- 4.4 Details of all departures from, or modifications to the Specification, in the case of alternative Bids, shall be clearly stated in Annexure A.

5. GENERAL REQUIREMENTS

- 5.1 Wherever required the Bidder shall state all statutory costs included in his bid price. The Contract will not be exempt from ruling Value Added Tax.

Bidders shall allow in their Bids for all labour, materials, machinery and everything necessary for the execution and completion of the Contract in accordance with the Bid Documents. No alteration may be made in the Form of Bid, Price Schedules or other documents, and the Bid will be deemed to comply entirely with the terms of the documents.

An addition to the Price Schedules is permissible to cover any item which the Bidder regards as technically essential and which he considers has otherwise been omitted from the Schedule. Full technical details shall be given in a covering letter.

- 5.2 The Bidder shall give details in the Annexure to Price Schedules of all importing costs on which the Contract Price is based together with a schedule of importing charges and rates of exchange ruling at the date of bid.
- 5.3 Bidders may submit with their Bid a statement of work previously carried out by them, to facilitate the adjudication of the Bid, by completing Annexure B.
- 5.4 Bidders shall submit with their Bids the names and addresses of the principal Subcontractors which they propose to employ and the section of the Works on which they would be employed by completing Annexure C.
- 5.5 Notwithstanding any information that may be contained in any covering letter, Maker's specification, technical literature, or other documents accompanying the Bid, the attached Schedules shall be completed in full at the time of bidding.

All spaces in the Departmental Forms and other Annexures shall be completed in full. The Price Schedules annexed shall be fully priced out and the summary thereof filled in on the Bid Form SBD 3.2.

The Form of Offer and Acceptance, Form of Performance Guarantee are NOT to be completed at the time of bidding.

The bid documents shall NOT be separated in any way nor shall any pages be detached from the original documents.

- 5.6 Within 4 weeks of receipt of order, the successful Bidder shall submit a detailed Program of Works.
- 5.7 The bid offer shall comprise two copies of the following:
- 5.7.1 Bidder's covering letter, if any, otherwise Bidder's name and address.



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- 5.7.2 All data sheets, illustrative literature and Bidder's drawings as required by these bid documents.
- 5.7.3 These bid documents, duly completed in full and signed as required in clause 7 of these instructions.
- 5.7.4 For administrative purposes, Bidders are requested to Photostat their completed FORM OF BID and enclose the loose copy inside the front cover of their bid document.
6. PREFERENCE FOR GOODS MANUFACTURED OR ASSEMBLED LOCALLY
- 6.1 Bidders are required to state, in the appropriate Price Schedules; the value of plant, equipment or components manufactured in South Africa to enable the relevant preference for locally manufactured goods to be allowed, in the adjudication of Bids. Unless this information is correctly given no preference for local manufacture will be allowed.
7. SIGNATURES
- 7.1 The Bid shall be signed on the Form Invitation to Bid SBD1, Form SBD6 and wherever else indicated on the forms annexed hereto with all blanks in the Bid, Appendices, Annexures and Schedules filled in.
- 7.2 The Bid, if by an individual, shall be signed by that individual or by someone on his behalf duly authorised thereto and proof of such authority must be produced. If the Bid is by a company it shall be signed by a person or persons duly authorised thereto by a Resolution of a Board of Directors, a copy of which Resolution, duly certified by the Chairman of the Company shall be submitted with the bid documents. If the Bid is submitted by a joint venture of more than one person and/or companies and/or firms it shall be accompanied by the following:
- 7.2.1 The original or a certified copy of the original document under which such joint venture was constituted which must define precisely inter alia the conditions under which the joint venture will function, its period of duration and the participation of the several constituent persons and/or companies and/or firms.
- 7.2.2 A certificate signed by or on behalf of each participating person and/or company and/or firm authorising the person who signed the Bid to do so.
8. SUBMISSION
- 8.1 The bid offer shall be submitted as follows:
- 8.1.1 The original Bid, together with all accompanying letters and literature, shall be sealed in an envelope endorsed with the title and bid number stated on the front cover of these documents and marked: **"Original Bid"**.
The name of the Bidder shall be clearly shown.
- 8.1.2 The duplicate copy of the Bid (if required) shall be sealed in a separate envelope together with duplicate copies of accompanying letters and literature and endorsed with the title and bid number stated on the front cover of these documents and marked:
"Duplicate of Original Bid".
The name of the Bidder shall be clearly shown.
- 8.1.3 Both the "original" and "duplicate" copies of the Bid, each in their separate sealed envelopes shall be placed in a single sealed envelope endorsed with the title and bid number stated on the front cover of these documents.
The name of the Bidder shall be clearly shown.
- 8.2 Bids in duplicate, sealed and endorsed as above will be received by the Department up to 11:00 on the due date and address as stated on the front cover of these documents.
- 8.3 The additional copy of the Bid Documents may be retained by the Bidder for his records.



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- 8.4 Bids by email or fax will not be accepted. Late Bids will be rejected.

NOTE: Bidders are strongly advised to deliver Bids well before the deadline, as under NO CIRCUMSTANCES will any late Bid be accepted.

9. ADJUDICATION

- 9.1 Bids shall hold good and remain valid for acceptance for a period of 120 days commencing as from the closing time and date for bid offers.
- 9.2 The Employer reserves the right to adjust any arithmetical or other patent errors in the Bid. Any adjustments in this respect made by the Engineer to the Bid will be communicated to the Bidder prior to the acceptance of the Bid.
- 9.3 The Employer does not bind himself to accept the lowest or any Bid nor to assign any reason for the rejection of a Bid and may if he so desires divide the Contract between any two or more Bidders and will not be held liable for any expense incurred in submitting Bids.
- 9.4 Bids, where the prices bided for erection and site testing are less than 2/3 the average of the comparative bided prices of the remaining Bids for the same item, will be rejected.
- 9.5 The Bidder shall, within 7 days from the date on which he was requested to do so, submit a full report on his financial standing from his banker. The Department may, in its discretion, condone any failure to comply with the foregoing condition.

The Department also reserves the right to approach the Bidder's banker or guarantor(s) as indicated in the bid document, with a view to ascertaining whether the required guarantee will be furnished.

10. DISQUALIFICATION OF BID

The Bid document must be completed in full. Failure to none completion of any item(s) in the Bid document will constitute a disqualification of the Bid.

11. ADJUDICATION OF THE CONTRACT

The Department reserves the right to award the contract to more than one Bidder.



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NOTICE TO ALL POTENTIAL BIDDERS

PLEASE NOTE THAT BBBEE STATUS CLAIMED IN THE STANDARD BIDDING DOCUMENT PROVIDED MAY BE AUDITED BY AN INDEPENDENT PROFESSIONAL SERVICE PROVIDER. BIDDERS THAT SUPPLY INCORRECT OR FALSE INFORMATION REGARDING THE BBBEE STATUS OF THEIR COMPANY RUNS THE RISK OF BEING PROSECUTED WITH POSSIBLE RESTRICTION FROM PARTICIPATING IN CONTRACTS WITH ANY DEPARTMENT IN THE SPHERE OF GOVERNMENT.

PART 2
BID DWS 06-1117 WTE

BID FORMS

**THREE YEAR TERM CONTRACT FOR COMMERCIAL
DIVING SERVICES WITHIN OPERATION CLUSTERS
(NORTHERN, SOUTHERN, EASTERN AND CENTRAL) AND
DAM SAFETY REHABILITATION PROJECTS.**

DEPARTMENT OF WATER AND SANITATION

**A THREE YEAR TERM CONTRACT FOR COMMERCIAL DIVING
SERVICES WITHIN OPERATION CLUSTERS (NORTHERN,
SOUTHERN, EASTERN AND CENTRAL) AND DAM SAFETY
REHABILITATION PROJECTS.
FOR**

A PERIOD OF THIRTY SIX (36) MONTHS

BID NO. DWS 06-1117 WTE

SCHEDULE OF DOCUMENTS

THIS BID COMPRISES THE FOLLOWING DOCUMENTS:

CONTENTS:		NO. OF
PART 2		PAGES
1.	SBD 1 (INVITATION TO BID)	3
2.	SBD 2 (APPLICATION FOR TAX CLEARANCE CERTIFICATE FORM)	1 (2)
3.	SBD 3.2 (PURCHASES: NON FIRM PRICES)	3
4.	SBD 4 (DECLARATION OF INTEREST)	4
5.	SBD 6.1 (PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017)	6
6.	SBD 8 (DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES)	2
7.	SBD 9 (CERTIFICATE OF INDEPENDENT BID DETERMINATION)	4
8.	ANNEXURE 7 (INSTRUCTIONS TO BIDDERS)	4
9.	ANNEXURE A (ALTERATIONS BY BIDDER)	1
10.	ANNEXURE B (SCHEDULE OF SIMILAR WORK UNDERTAKEN BY BIDDER)	1
11.	ANNEXURE C (SCHEDULE OF PROPOSED SUB-CONTRACTS)	1
12.	ANNEXURE D (SCHEDULE OF EXPERIENCE/QUALIFICATIONS)	
13.	(AGREEMENT IN TERMS OF SECTION 37 (2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO.85 OF 1993)	1
13.	GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT	14
14.	FORM OF OFFER AND ACCEPTANCE	4
15.	PERFORMANCE GUARANTEE	1
16.	CONTRACT DATA	9

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PLEASE NOTE THAT PREFERENCE POINTS CLAIMED IN THE STANDARD BIDDING DOCUMENT PROVIDED WILL BE AUDITED BY AN INDEPENDENT PROFESSIONAL SERVICE PROVIDER. SUPPLIERS THAT PROVIDE INCORRECT OR FALSE INFORMATION REGARDING THE OWNERSHIP OF THEIR COMPANY, RUNS THE RISK OF BEING PROSECUTED WITH THE POSSIBLE RESTRICTION FROM PARTICIPATING IN CONTRACTS WITH ANY DEPARTMENT IN THE SPHERE OF GOVERNMENT. PARTICULAR ATTENTION SHOULD BE GIVEN TO THE CONTENT OF SBD 6, PAR 9.10"



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF WATER AND SANITATION					
BID NUMBER:	DWS 06-1117 WTE	CLOSING DATE:	18 January 2018	CLOSING TIME:	11:00
DESCRIPTION	THREE YEAR TERM CONTRACT FOR COMMERCIAL DIVING SERVICES WITHIN OPERATION CLUSTERS (NORTHERN, SOUTHERN, EASTERN AND CENTRAL) AND DAM SAFETY REHABILITATION PROJECTS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS)

157 FRANCISBAARD STREET

ZWAMADAKA BUILDING

PRETORIA

0001

SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE

NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE

NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

TCS PIN:

OR

CSD No:

B-BBEE STATUS LEVEL VERIFICATION
CERTIFICATE

☐ Yes

B-BBEE STATUS
LEVEL SWORN
AFFIDAVIT

☐ Yes

☐ No

☐ No

IF YES, WHO WAS THE CERTIFICATE
ISSUED BY?

AN ACCOUNTING OFFICER AS
CONTEMPLATED IN THE CLOSE
CORPORATION ACT (CCA) AND NAME
THE APPLICABLE IN THE TICK BOX

☐

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

NAME:

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	Dept. Water & Sanitation	CONTACT PERSON	Thulani Ngati
CONTACT PERSON	Mr M Mdletshe	TELEPHONE NUMBER	012 336 8623
TELEPHONE NUMBER	012 336 7654	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	NgatiT@dws.gov.za
E-MAIL ADDRESS	mdletshem@dws.gov.za		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

**Application for a Tax Clearance Certificate****Purpose**

Select the applicable option

Tenders ☐Good standing ☐

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

Particulars of applicantName/Legal name
(Initials & Surname
or registered name)Trading name
(if applicable)

ID/Passport no

Company/Close Corp.
registered no

Income Tax ref no

PAYE ref no

VAT registration no

SDL ref no

Customs code

UIF ref no

Telephone no

Fax
no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax
no

E-mail address

Physical address

Particulars of tender (If applicable)

Tender number

Estimated Tender
amount

R

Expected duration
of the tender

year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
--------------	----------------	-----------	----------------	------------------	--------

Audit

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

Appointment of representative/agent (Power of Attorney)

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

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

Signature of representative/agent

Date

Name of
representative/
agent**Declaration**

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

Signature of applicant/Public Officer

Date

Name of applicant/
Public Officer**Notes:**

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

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

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

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

Name of Bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

1	-	THREE YEAR TERM CONTRACT FOR COMMERCIAL DIVING SERVICES WITHIN OPERATION CLUSTERS (NORTHERN, SOUTHERN, EASTERN AND CENTRAL) AND DAM SAFETY REHABILITATION PROJECTS.	R
---	---	---	---------

- Required by:

- At:

- Brand and model
.....

- Country of origin
.....

- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s)
.....

- Period required for delivery
.....

- Delivery: *Firm/not firm

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

*Delete if not applicable

A NON-FIRM PRICES SUBJECT TO ESCALATION

- $$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

P_a	=	The new escalated price to be calculated.
$(1-V)P_t$	=	85% of the original bid price. Note that P_t must always be the original bid price and not an escalated price.
D_1, D_2, \dots	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D_1, D_2, \dots etc. must add up to 100%.
R_{1t}, R_{2t}, \dots	=	Index figure obtained from new index (depends on the number of factors used).
R_{1o}, R_{2o}	=	Index figure at time of bidding.
VP_t	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

- | Index..... | Dated..... | Index..... | Dated..... | Index..... | Dated..... |
|------------|------------|------------|------------|------------|------------|
| Index..... | Dated..... | Index..... | Dated..... | Index..... | Dated..... |

- [illegible]

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means –

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

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

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

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

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

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

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

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

[illegible]

YES/NO

[illegible]

YES/NO

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#####
#
#
#####

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[illegible]

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the...90/10..... preference point system shall be applicable; or

b) 90/10 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of
company/firm:.....

8.2 VAT registration
number:.....

8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in
business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the
company/firm, certify that the points claimed, based on the B-BBE status level of
contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies
the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as
indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audialterampartem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....
.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf

of: _____ that:

(Name of Bidder)

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

SBD 9

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

DEPARTMENT OF WATER AND SANITATION

INSTRUCTIONS TO BIDDERS: PURCHASES

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

ANNEXURE 7

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

ANNEXURE 7

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

Special Conditions of Bid: Purchases

July 2004

Should the Tenderer desire to make any departures from or modification to the Specification, Annexures, or Drawings or to qualify his Tender in any way, he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his Tender and refer to each departure hereunder, failing which the Tender will be deemed to be unqualified.

[illegible]

COMPANY NAME: _____

DATE: _____

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

[illegible]

NOTE: IF NO SIMILAR WORK HAS BEEN CARRIED OUT, THE ABOVE SCHEDULE IS TO BE MARKED "NIL" BY THE TENDERER

NAME OF BIDDER:

COMPANY NAME:

SIGNATURE OF BIDDER: _____

DATE: _____

IMPORTANT NOTE:

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

In accordance with the General Conditions of Contract the Bidder shall state hereunder the names of sub-contractors he proposes to employ for the execution of certain sections of the Works.

IMPORTANT NOTE: Refer to SBD 2: Tax Clearance Certificate Requirements, paragraph 4: In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate. (Failure to comply with this requirement will render your bid non-responsive)

YES ☐ **NO** ☐

YES ☐ **NO** ☐

COMPANY NAME: _____

DATE: _____

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

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

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

SIGNED at On this day of20.....

For and on behalf of the Contractor:
Name

Company Name:

AS WITNESSES:

1. _____

2. _____

for and on behalf of the Employer:

AS WITNESSES:

1. _____

2. _____

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1 Definitions

1 The following terms shall be interpreted as indicated:

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

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

2 Application

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

3 General

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

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

8 Inspections, tests and analyses

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

9 Packing

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

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

15 Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16 Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17 Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18 Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19 Assignment

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

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

23 Termination for default

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

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

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

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

Js General Conditions of Contract (revised July 2010)

FORM OF OFFER AND ACCEPTANCE

OFFER

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

A THREE YEAR TERM CONTRACT FOR DIVING SERVICES WITHIN OPERATION CLUSTERS (NORTHERN, SOUTHERN, EASTERN AND CENTRAL) AND DAM SAFETY REHABILITATION PROJECTS. DWS 06-1117 WTE

The Bidder, identified in the offer signature block, has examined the documents listed in the Bid Data and addenda thereto as listed in the Bid forms and schedules, and by submitting this offer has accepted the Conditions of Bid.

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

The offered total of the prices inclusive of Value Added Tax is

.....

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

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

Signature(s) _____

Name(s) _____

Capacity _____

for the Bidder _____

(Name and address of organisation)

Name & signature of witnesses:

Date:

Witness 1 _____

Witness 2 _____

ACCEPTANCE

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

The terms of the contract, are contained in

- Part 1 Instructions to Bidders
- Part 2 Bid Documents
- Part 3 Conditions and Special Conditions of Contract
- Part 4 Conditions of maintenance contract
- Part 5 Bid Technical Specification and Requirements
- Part 6 Evaluation Criteria

and documents or parts thereof, which may be incorporated by reference into Sections 1 to 6.

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid schedules as well as any changes to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

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

Signature(s)

Name(s)

Capacity

for the Employer

(Name and address of organisation)

Name & signature of witnesses:

Date:

Witness 1

Witness 2

SCHEDULE OF DEVIATIONS

Notes :

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

1. **Subject**

Details

2. **Subject**

Details

3. **Subject**

Details

4. **Subject**

Details

By the duly authorised representatives signing this Agreement, the Employer and the Bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance.

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

FOR THE EMPLOYER

Signature(s) _____

Name(s) _____

Capacity _____

for the Employer _____

(Name and address of organisation)

Name & signature of witnesses:

Date:

Witness 1 _____

Witness 2 _____

FOR THE BIDDER:

Signature(s) _____

Name(s) _____

Capacity _____

for the Bidder _____

(Name and address of organisation)

Name & signature of witnesses:

Date:

Witness 1 _____

Witness 2 _____

END OF SECTION

PERFORMANCE GUARANTEE

BID No DWS 06-1117 WTE.....

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

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

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

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

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

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

As witnesses:

Signature:

Duly authorized to sign on behalf of

1.

.....

Address

2.

.....

CONTRACT DATA

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, 3rd Edition (2015), published by the South African Institution of Civil Engineering, is applicable to this Contract.

The General Conditions of Contract are not bound into this document, but are available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685 or www.saice.org.za.

CONTRACT DATA

In terms of clause 1.1.1.8 of the General Conditions of Contract for Construction Works, 3rd Edition (2015), the following Contract Data apply to this Contract.

The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Contractor.

Part 1: Data Provided by the Employer

Clause	Contract Data
1.1.1.5	Replace the contents of Clause 1.1.1.5 with the following: The "Commencement Date" means the date on which the Contractor receives a written instruction from the Employer to commence with the Works. The instruction to commence with the works will not be issued later than 28 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.
1.1.1.13	Add the following to the end of this definition: The Defects Liability Period is 12 months.
1.1.1.14	Add the following to the end of this definition: This clause shall apply <i>mutatis mutandis</i> to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing.
1.1.1.15	The Employer is The Minister of Water and Sanitation acting on behalf of the Government of the Republic of South Africa.
1.1.1.16	The Employer's Agent also referred as the Engineer means any Director, Associate or Professional Engineer or Engineering Professional appointed generally or specifically by DWS to fulfil the functions of the Employer's Agent in terms of the Conditions of Contract.
1.1.1.26	The pricing strategy is Re-measurement Contract.
1.2.1	Add the following to the clause:

Clause	Contract Data
	<p>1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.</p> <p>1.2.1.4 Posted to the Contractor's address, and delivered by the postal authorities.</p> <p>1.2.1.5 Delivered by a courier service, and signed for by the recipient or his representative.</p>
1.2.1.2	<p>The address of the Employer is:</p> <p style="padding-left: 40px;">Sedibeng Building 185 Francis Baard Street Pretoria 0001</p> <p>The address and telephone number of the Engineer is:</p> <p style="padding-left: 40px;">P Muneka Sedibeng Building 185 Francis Baard Street Pretoria 0001 Tel: 012 336 7629 Fax: 012 323 2791</p>
1.3.6	<p>Replace the contents of Clause 1.3.6 with the following:</p> <p>The copyright in all documents, drawings and records (prepared by the Engineer) related in any manner to the Works shall vest in the Employer or the Engineer or both (according to the dictates of the Contract that has been entered into by the Engineer and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.</p>
3.2.3	<p>The Engineer is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <p>3.2.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions.</p> <p>3.2.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R200 000, the valuation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11.</p> <p>3.2.3.3 The approval of any claim submitted by the Contractor in terms of Clause 10.1.</p>

Clause	Contract Data
4.1.2	<p>Add the following to the clause:</p> <p>The Contractor shall provide the following to the Engineer for retention by the Employer or his assignee in respect of all works designed by the Contractor:</p> <p>4.1.2.1 a Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>4.1.2.2 proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>4.1.2.3 design calculations should the Engineer request a copy thereof.</p> <p>4.1.2.4 engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Engineer to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p> <p>4.1.2.5 "As-Built" drawings in DXF electronic format after completion of the Works.</p> <p>The Contractor shall be responsible for the design of the Temporary Works.</p>
4.3.3	<p>Add the following new clause:</p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.</p> <p>The Contractor shall submit an approved Health and Safety Plan to the Employer's Agent / Engineer within 14 days from the date that the Departmental Purchase Order has been issued.</p>
4.3.4	<p>Add the following new clause:</p> <p>Contractor's liability as mandatory</p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p>

Clause	Contract Data
4.3.5	<p>Add the following new clause:</p> <p>Contractor to notify Employer</p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p>
4.3.6	<p>Add the following new clause:</p> <p>Contractor's Designer</p> <p>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.</p>
4.10.3	<p>Add the following new clause:</p> <p>The Contractor shall use local labour in accordance with the requirements contained within the Bid Document.</p>
5.3.1	<p>Add the following:</p> <p>The documentation required before commencement with Works Execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3) • Initial Programme (Refer to Clause 5.6) • A detailed cashflow forecast (Refer to Clause 5.6.2.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6)
5.3.2	<p>Add the following:</p> <p>The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.</p>
5.4.2	<p>The access and possession of Site shall not be exclusive to the Contractor but as set out in the site information.</p>
5.6.1	<p>Add the following to the clause:</p> <p>In this regard the Contractor shall have regard for the phases and sub-phases (if applicable) for the Scheme or Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the</p>

Clause	Contract Data
	parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Specifications and/or will be indicated on the Phasing Plan which forms part of the Drawings.
5.8.1	<p>The non-working days are Sundays.</p> <p>Special non-working days shall be 16 December to 6 January (both days included) plus South African Statutory Public Holidays.</p>
5.12.5	<p>Add the following new clause:</p> <p>Extension of time due to Abnormal Rainfall</p> <p>Extension of time for completion of the Contract shall be allowed in the event of abnormal rainfall in accordance with the following formula:</p> $V = (N_w - N_n) + (R_w - R_n)/20$ <p><i>Where:</i></p> <p>1.1.1.1.1.1.1.1.1 V = <i>Extension of time in calendar days for the calendar month under consideration</i></p> <p>N_w = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded</p> <p>R_w = Actual total rainfall in mm recorded during the calendar month under consideration</p> <p>N_n = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter</p> <p>R_n = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter</p> <p>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.</p> <p>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. 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</p>

Clause	Contract Data																																										
	<p>under the Engineer's control.</p> <p>The rainfall records applicable to this Contract are those recorded at a suitable rainfall station near the site. The following values of N_n and R_n shall apply:</p> <table><tr><th>Month</th><th>R_n (mm)</th><th>N_n (days)</th></tr><tr><td>January</td><td>101.5</td><td>2.4</td></tr><tr><td>February</td><td>209</td><td>3.8</td></tr><tr><td>March</td><td>123.6</td><td>3.8</td></tr><tr><td>April</td><td>49.1</td><td>1.3</td></tr><tr><td>May</td><td>7.2</td><td>0.3</td></tr><tr><td>June</td><td>12.6</td><td>0.3</td></tr><tr><td>July</td><td>11.0</td><td>0.3</td></tr><tr><td>August</td><td>5.2</td><td>0</td></tr><tr><td>September</td><td>16.7</td><td>0.3</td></tr><tr><td>October</td><td>48.5</td><td>1.3</td></tr><tr><td>November</td><td>89.9</td><td>2.5</td></tr><tr><td>December</td><td>123.2</td><td>3.2</td></tr><tr><td>Total</td><td>797.5</td><td></td></tr></table>	Month	R_n (mm)	N_n (days)	January	101.5	2.4	February	209	3.8	March	123.6	3.8	April	49.1	1.3	May	7.2	0.3	June	12.6	0.3	July	11.0	0.3	August	5.2	0	September	16.7	0.3	October	48.5	1.3	November	89.9	2.5	December	123.2	3.2	Total	797.5	
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5.13.1	The penalty for failing to complete the Works is 1/14 % of the Contract Price per day.																																										
5.13.3	<p>Add the following new Clause.</p> <p>The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the works, nor from any of his obligations and liabilities under the Contract.</p>																																										
6.2.1	<p>Add the following to this Clause:</p> <p>The amount of the Security shall be 10% of the Contract Price (including Value Added Tax) at the time that the Agreement comes into effect. The Security shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works. The Pro Forma Form of Performance Guarantee bound into the General Conditions of Contract is replaced by the Performance Guarantee (Security) appended to the Contract Data.</p> <p>The Performance Guarantee shall be issued by a bank registered in terms of the Banks Act, 1965 (Act no. 23 of 1965) or from an insurer registered in terms of the Insurance Act, 1943 (Act no. 27 of 1943) and approved by the Employer and having an office or banking facility in the Republic of South Africa. The Performance Guarantee shall be subject to approval by the Employer and shall be in the form prescribed in the Bid documents.</p>																																										

Clause	Contract Data
6.8.2	<p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <p>The value of "x" is 0.15 the portion, expressed as a decimal of unity, not subject to adjustment.</p> <p>The values of the coefficients are:</p> <p>a = 0.25 Labour</p> <p>b = 0.25 Contractor's equipment (Plant)</p> <p>c = 0.4 Material</p> <p>d = 0.1 Fuel</p> <p>"L" is the "Labour Index" and shall be the "Consumer Price Index" for Limpopo (all urban areas) and as published in the Statistical News Release, P0141, Table 13 provided in the additional tables (previously P0141.1 Table 7.1) of Statistics South Africa.</p> <p>"P" is the "Plant Index" and shall be the "Civil Engineering Plan Index" as published in the Statistical News Release P0142.1, Table 12 (previously P0142.1 Table 16) of Statistics South Africa.</p> <p>"M" is the "Materials Index" and shall be the "Civil Engineering Materials Index" as published in the Statistical News Release P0142.1, Table 11 (previously P0142.1 Table 15) of Statistics South Africa.</p> <p>"F" is the "Fuel Index" and shall be the "Diesel at wholesale level – Witwatersrand Index" as published in the Statistical News Release P0142.1, Table 12 (previously P0142.1 Table 16) of Statistics South Africa.</p> <p>The base month is the month prior to the latest date for submission of the tender.</p>
6.8.3	Price Adjustments for variations in the cost of special materials is allowed. The Contractor will be required to provide full details in Part 2 of the Contract Data.
6.8.4	Delete the words "between the Employer and the Contractor".
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	Where applicable the percentage retention will be indicated by the Employer's Agent / Engineer with no limit of retention money.
6.11.1.3	Delete "15 %" and replace it with "25 %".
8.6.1.3	Where applicable the limit of indemnity for liability insurance is R10 000 000 per event, the number of events being unlimited.
10.5.3	The number of Adjudication Board Members to be appointed is 3 (three).

Part 2: Data provided by the Contractor (Bidder)

Clause	Contract Data		
1.1.1.9	The name of the Contractor is: _____ _____		
1.2.1.2	The address of the Contractor is: _____ _____		
6.2.1	The security to be provided by the Contractor shall be a Performance Guarantee of 10% of the Contract Sum (Incl. VAT):		
6.5.1.2.3	_____ per cent on the gross remuneration of the workmen and foremen actually engaged _____ per cent on net cost of materials actually used		
6.8.3	The variation in cost of special materials is:		
	Special Material	Method	Price for Base Month

END OF SECTION



PART 3

BID DWS 06-1117 WTE

CONDITIONS AND SPECIAL CONDITIONS OF CONTRACT

**THREE YEAR TERM CONTRACT FOR COMMERCIAL
DIVING SERVICES WITHIN OPERATION CLUSTERS
(NORTHERN, SOUTHERN, EASTERN AND CENTRAL) AND
DAM SAFETY REHABILITATION PROJECTS.**



**THREE YEAR TERM CONTRACT FOR COMMERCIAL DIVING SERVICES WITHIN
OPERATION CLUSTERS (NORTHERN, SOUTHERN, EASTERN AND CENTRAL) AND
DAM SAFETY REHABILITATION PROJECTS.**

BID DWS 06-1117 WTE

REPUBLIC OF SOUTH AFRICA

CONDITIONS OF CONTRACT

DEPARTMENT OF WATER AND SANITATION

This bid is governed by the General Condition of Contract for Construction works 3rd edition 2015, as published by the South African Institute of Civil Engineering (SAICE) shall apply unless they are in conflict with any portion of the instructions of Bidders, Conditions of Contract, Specifications, Appendices, Annexures, and Schedules of this enquiry document, in which case this enquiry document shall take precedence.

The Government Procurement General Conditions of Bid, Contract and Order- "General Conditions and Procedures" shall apply, unless otherwise stipulated under these General Conditions of Contract and the Special Conditions of Contract.

These documents are available for inspection at the offices of the Department of WATER AND SANITATION in Pretoria.

If requested, a copy of these documents will be supplied free of charge to the successful Bidder.

The only variations from these General Conditions of Contract shall be as given in the following Special Conditions of Contract and appendix to Special Conditions of Contract. For ease of reference, both the General Conditions of Contract and the Special Conditions of Contract have been included in the following index.

Note: for "Department or Minister of Environment Affairs" or "Department or Minister of WATER AND SANITATION, and Environmental Conservation" read:

DEPARTMENT OF WATER AND SANITATION"

and

CABINET MINISTER WHO HOLDS THE PORTFOLIO OF WATER AND SANITATION"

for "Factories, Machinery and Building Work Act (Act 22 of 1941)"

read: "Occupational Health and Safety Act (Act 85 of 1993)"

for "Factories Act"

read: Safety Act"



**THREE YEAR TERM CONTRACT FOR COMMERCIAL DIVING SERVICES WITHIN
OPERATION CLUSTERS (NORTHERN, SOUTHERN, EASTERN AND CENTRAL) AND
DAM SAFETY REHABILITATION PROJECTS.
BID DWS 06-1117 WTE**

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

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12.(2) Adverse physical conditions and artificial obstructions	3	
12.(3) Data and information	4	
12.(4) Quotation or estimate	4	
12.(5) Investigation by Engineer	4	
12.(6) Return of Costs	4	
12.(7) Return of Costs	4	
12.(8) Further notices	4	
13.(1) Work to be to satisfaction of Engineer	4	
14.(1) Programme to be furnished	5	
14.(2) Further information	5	
14.(3) Contractor's responsibilities for programme	5	
14.(4) Programme of Works		23
15.(1) Contractor's superintendence	5	
16.(1) Removal of workmen	5	
17.(1) Setting out	5	
18.(1) Watching, lighting and security	5	
19.(1) Care of Works	5	



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Clause		General Conditions	Special Conditions
19.(2)	Excepted risks	6	
20.(1)	Insurance of Works etc.	6	
21.(1)	Damage to persons and property	6	
21.(2)	Indemnity by Employer	6	
22.(1)	Third Party Insurance	6	
22.(2)	Minimum amount of Third Party Insurance	6	
22.(3)	Accidents to be reported	7	
23.(1)	Accident or injury to workmen	7	
23.(2)	Insurance against accident, etc., to workmen	7	
24.(1)	Remedy on Contractor's failure to insure	7	
24.(2)	Contractor to notify insurers	7	
24.(3)	Contractor to notify Engineer	7	
25.(1)	Giving of notices and payment of fees	7	
25.(2)	Government regulations		7,8
26.(1)	Fossils etc.	7	
27.(1)	Patent rights and royalties	8	
28.(1)	Interference with streams, traffic and adjoining properties	8	
29.(1)	Extraordinary traffic	8	
29.(2)	Special loads	8	
29.(3)	Settlement of extraordinary traffic claims	8	
30.(1)	Facilities for other Contractors	8	
31.(1)	Supply of Plant, materials and labour	8	
32.(1)	Site to be kept clear of obstruction	8	
32.(2)	Clearance of Site on completion	9	
LABOUR			
33.(1)(a)	Rates of Wages	9	
33.(1)(b)	Hours and conditions of labour	9	
33.(1)(c)	Enticement of Staff	24	
33.(1)(d)	Employees	24	
33.(1)(e)	Foreign Employees		8
33.(2)	Accommodation and care of employees	9	
34.(1)	Returns of labour etc.	9	
MATERIALS AND WORKMANSHIP			
35.(1)	Quality of materials and workmanship and tests	9	
35.(2)	Cost of samples	9	
35.(3)	Cost of tests	9	
35.(4)	Costs of tests not provided for etc.	9	
35.(5)(a)	Notice of tests		8
35.(5)(b)	Inspection and testing during manufacture		8
35.(5)(c)	Validity of inspections and tests		8
35.(5)(d)	Acceptance Tests		8
35.(5)(e)	Test certificates		8
36.(1)	Access to Site	10	
37.(1)	Examination of work before covering up	10	
37.(2)	Uncovering, making openings and searching	10	
38.(1)	Removal of improper work and materials	10	
38.(2)	Default of Contractor in compliance	10	
39.(1)	Suspension or alteration of order of work	10	
39.(2)	Suspension lasting more than 90 days	10	
COMMENCEMENT TIME AND DELAYS			
40.(1)	Commencement of Work	11	
41.(1)	Possession of Site and delays attributable to the Employer	11	
41.(2)	Use of land	11	



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Clause		General Conditions	Special Conditions
41.(3)	Rights of access etc.	11	
41.(4)	Advertisement prohibited		9
42.(1)	Time for completion	11	
42.(2)	Date of receipt of orders	11	
43.(1)	Extension of time for completion	11	
43.(2)	Extension for delays		9
44.(1)	Night, Sunday and holiday work	11	
45.(1)	Rate of progress	12	
46.(1)	Penalty for delay (deleted)	12	
46.(1)	Penalty for delay		9,10
46.(2)	Reduction of penalty	12	
46.(3)	Penalty for progress delays		10
47.(1)	Certificate of completion of works	12	
47.(2)	Employer's power to take over completed portions of Works	12	
47.(3)	Certificate of Commissioning		10
MAINTENANCE AND DEFECTS			
48.(1)	Definition of "Period of Maintenance"	12	
48.(2)	Execution of work or repair etc.	13	
48.(3)	Cost of execution of work or repair etc.	13	
48.(4)	Remedy on Contractor's failure to carry out work required	13	
48.(5)	Temporary reinstatement	13	
49.(1)	Contractor to search	13	
50.(1)	Spare parts price list	13	
50.(2)	Spare parts contract	14	
50.(3)	Certain spare parts included in the contract		10
50.(4)	Availability of regular replacements		10
50.(5)	Repair and overhaul		10
ALTERATIONS, ADDITIONS AND OMISSIONS			
51.(1)	Variations	14	
51.(2)	Orders for variations to be in writing	14	
52.(1)	Valuation of variations	14	
52.(2)	Authority of Engineer to fix rates	14	
52.(3)	Failure to agree	14	
52.(4)	Day work	15	
53.(1)	Claims	15	
54.(1)	Variations exceeding 15 per cent	15	
PROPERTY IN MATERIALS AND PLANT			
55.(1)	Plant etc., the property of the Employer - Definitions	15	
55.(2)	Vesting of certain plant	15	
55.(3)	Ownership of hired and hire purchase plant	15	
55.(4)	Hire purchase payments by Employer	15	
55.(5)	Irremovability of certain plant etc.	16	
55.(6)	Revesting and removal of plant	16	
55.(7)	Liability for loss or damage to plant	16	
55.(8)	Incorporation of clause in subcontracts	16	
55.(9)	No approval by vesting	16	
CUSTOMS AND OTHER DUTIES			
56.(1)	Payment of Customs and other charges	16	
56.(2)	Rates and prices to include all charges	16	
MEASUREMENT			
57.(1)	Quantities	16	



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Clause		General Conditions	Special Conditions
58.(1)	Works to be measured or assessed	17	
59.(1)	Method of measurement or assessment	17	
PROVISIONAL AND PRIME COST SUMS			
60.(1)	Provisional Sums	17	
60.(2)	Prime cost sums	17	
60.(3)	Use of provisional, prime cost and contingency items	17	
60.(4)	Production of vouchers etc.	17	
60.(5)	Assignment of Subcontractor's obligations	17	
61.(1)	Nominated Subcontractors	17	
61.(2)	Payment to nominated Subcontractors	18	
STATEMENTS, CERTIFICATES AND PAYMENTS			
62.(1)	Statements	18	
62.(1)(d)	Statements		10
62.(2)	Payments (deleted)	18	11
62.(2)	Payments		11
62.(2)(a)	Items manufactured outside Republic		11
62.(2)(b)	Items manufactured in Republic		11,12
62.(2)(c)	Security against part payment		12
62.(2)(d)	Recoupment of money due		12
62.(2)(e)	Obligations unaffected by payments		12
62.(2)(f)	Detailed schedule		12
62.(3)	Payment of retention money	19	
62.(4)	Issue of certificates	19	
62.(5)	Correction and withholding of certificates	19	
62.(6)	Time for payment	19	
63.(1)	Approval only by Final Certificate	19	
64.(1)	Final Certificate	19	
64.(2)	Cessation of Employer's liability	20	
64.(3)	Unfulfilled obligations	20	
REMEDIES AND POWERS			
65.(1)	Termination by Employer	20	
65.(2)	Valuation at date of termination	20	
65.(3)	Payment after termination	20	
65.(4)	Remedy on default of Contractor	21	
66.(1)	Default of Employer	21	
67.(1)	Urgent repairs	21	
SPECIAL RISKS			
68.(1)	Outbreak of war	21	
68.(2)	Removal of plant on termination	21	
68.(3)	Increased costs arising from war	21	
68.(4)	State of emergency	22	
68.(5)	Payment if Contract terminated	22	
SETTLEMENT OF DISPUTES			
69.(1)	Settlement of disputes	22	
NOTICES			
70.(1)	Service of notices on Contractor	22	
70.(2)	Service of notices on Employer	22	
70.(3)	Service of notices on Engineer	22	



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Clause	General Conditions	Special Conditions
VARIATION OF PRICE		
71.(1)	Unless otherwise stipulated ST36 will apply	22
71.(1)	Variation of price (deleted)	12
71.(1)(a)	Price adjustments - Firm prices	12
71.(1)(b)	Bided prices binding	12
71.(2)	Documentary evidence	13
71.(3)	Adjustment of prices due to changes in customs and excise duty	13
71.(4)	Adjustment of prices due to changes in railrage, freight or port rates	13
71.(5)	Adjustment of prices due to variation in rates of exchange	13,14
71.(6)	Price adjustment	14
71.(6)(a)	Formula	14
71.(6)(b)	Application of price adjustment	14
71.(6)(b)	Retention money	14,15
71.(6)(c)	Value of co-efficients and indices	15
71.(6)(d)	Cost basis of variation orders or new rates	15
71.(6)(e)	Cost basis of day work or prime cost items	15
71.(6)(f)	Revision to programme of works	15
71.(7)	Price adjustment for transport costs	16
72.(1)	Value Added Tax	16
APPENDIX TO SPECIAL CONDITIONS		32



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REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT

DEPARTMENT OF WATER AND SANITATION

(To be read in conjunction with GENERAL CONDITIONS OF CONTRACT)

Clause

1.(1)(c)	"Engineer" means the Director-General, Department of WATER AND SANITATION or any other Engineer appointed from time to time by the Employer and notified in writing to the Contractor to act as Engineer for the purposes of the Contract in place of the Engineer designated.	"Engineer"
4.(3)	The Bidder shall state in Annexure C the names of any Subcontractor he proposes to appoint and shall state the section of the Works to be sublet. No change to these proposals shall be allowed without the written permission of the Engineer.	Subletting
6.(2)	No alteration, amendment or variation of the Conditions of Contract will be permitted and, in the event of any such alterations, amendments or variations being stipulated by the Bidder as a condition of bid, the bid will be rendered invalid and will not be considered.	Alterations, amendments or variations
6.(3)	The Contract shall be construed, operated and interpreted in English only.	Ruling language
6.(4)	The Contractor shall treat the details of this Contract as private and confidential (save insofar as may be necessary for the purposes hereof) and shall not publish or disclose any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of this Contract it shall be referred to the Employer whose decision shall be final and conclusive.	Details of Contract confidential
10.(1)	A Performance Bond shall be provided if required.	Performance bond
14.(4)	The Contractor shall provide the Engineer, within the period stated in the Appendix to the Form of Bid, with manufacturing and inspection programmes showing the proposed progress of the entire equipment through the works. The date by which it is estimated to commence assembly at each Manufacturer's works, testing, delivery and erection on Site, is to be specifically stated.	Programme of works
	The Engineer is to be notified in writing by the Contractor of any alteration to the proposed programme as soon as such alteration is known.	
25.(2)(a)	The plant supplied and the erection of equipment under this Specification shall satisfy the requirements of the Occupational Health and Safety Act (Act85 of 1993), hereinafter referred to as the "Safety Act" or any amendment thereof, also such regulations as may be framed thereunder at any time up to and including the date of installation of the plant. The plant shall also comply with any other government regulations controlling the installation and operation of the entire equipment covered	Government regulations



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by this specification.

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| 25.(2)(b) | All rotating or moving parts shall be adequately guarded. | |
| 25.(2)(c) | If any additional work is ordered by a government inspector to make the plant supplied comply with the regulations referred to above, the Contractor shall forthwith supply such work free of charge. | |
| 33.(1)(c) | Save by mutual agreement in writing the Contractor shall, for the duration of the Contract, be debarred from employing or offering employment incidental to any duties under the Contract to any person in the employ of the Employer or the Engineer and similarly the Employer and the Engineer shall for the duration of the Contract be debarred from employing or offering employment incidental to any duties under the Contract to any person in the employ of the Contractor. | Enticement of staff |
| 33.(1)(d) | The Contractor shall so far as may be consistent with his obligations under the Contract employ persons resident in the Republic of South Africa, and shall give effect to the policy requirements of the Government of the Republic of South Africa in regard to the employment of such labour as may be more fully set out in the Constitutional Development and Planning regulations. | Employees |
| 33.(1)(e) | The Contractor shall not employ unskilled labour originating from outside the boundaries of the Republic of South Africa without written authority of the Department of Constitutional Development and Planning. | Foreign employees |
| 35.(5)(a) | The Contractor shall give the Engineer not less than two weeks notice in writing of any plant or material being ready for testing, and the Engineer will attend such tests as he deems necessary at the Contractor's works. The Contractor shall submit to the Engineer certified copies in triplicate of all results obtained from such tests. | Notice of tests |
| 35.(5)(b) | Each component of the equipment included in this Contract shall be subjected to inspection by the Engineer or his Representative at the Manufacturer's, Subcontractor's and/or other outside Supplier's works during manufacture. The Engineer shall be fully informed regarding progress, and provided with all the facilities necessary to enable the various components to be properly inspected and/or tested. The Engineer reserves the right to reject any item that has not been presented for such inspection and/or test. | Inspection and testing during manufacture |
| 35.(5)(c) | Any inspection, examination or test at each Manufacturer's works, either of material, equipment or performance, shall not exempt the Contractor from any obligation under the Contract. The liability of the Contractor for defective material or workmanship that may be disclosed after the plant has been put into service shall be in accordance with the Conditions of Contract notwithstanding that the defective item may have been passed previously during manufacture. | Validity of inspections and tests |
| 35.(5)(d) | The acceptance, or otherwise, of the work shall depend on the results of the performance tests on Site and the reliability of the Contractor's plant. | Acceptance Tests |
| 35.(5)(e) | Certificates of all tests on materials and components are to be forwarded to the | Test |



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	Engineer on completion of the tests.	certificates
41.(4)	The Contractor shall not exhibit or permit to be exhibited any advertisement on the Works, Site, constructional plant or temporary Works. All notices on Site shall be subject to the approval of the Engineer before erection and shall be immediately removed if the Engineer so requires. The Contractor shall not use the name of this, or any other Project related to the Department of WATER AND SANITATION, or any illustration of the scheme or personnel therein for advertisement purposes without the prior written authority of the Employer, which will not be unreasonably withheld.	Advertisement prohibited
43.(2)	<p>Notwithstanding the provisions of Clause 43.(1) and in amplification thereof, the time or date fixed by the Contract for the completion of the Works, or any portion thereof, shall be extended only if the delays in completion are in consequence of:</p> <p>(a) Fire or accident in the Manufacturer's premises or on Site not occasioned by negligence on the part of the Contractor or his employees or agents;</p> <p>(b) War, riot or civil commotion;</p> <p>(c) Strike, lock-out or any industrial action of workmen usually employed by the Contractor, or strike, lock-out or any industrial action of workmen usually employed by firms manufacturing or preparing materials for the Contract Works, or any other strike, lock-out or industrial action of workmen which may interfere with the commencement or progress of the Contract Works;</p> <p>(d) Alterations, amendments, additions, omissions or variations by the Engineer in terms of clause 51 hereof.</p> <p>The Contractor shall immediately upon occurrence of such supposed cause of delay give the Engineer written notice thereof and thereupon the Engineer shall in consultation with the Employer extend the date of completion.</p> <p>The Contractor shall not be entitled to any such extension of the dates of completion unless he has intimated his intention to ask for such extension prior to commencement of extra or additional work in terms of clause 51, or within one month after the occurrence of any cause of delay mentioned in this clause.</p> <p>The Contractor shall have no claim against the Engineer in respect of delay and disorganisation of work arising from the said occurrences nor shall such extension affect or prejudice the Employer's rights against the Contractor or release the Contractor of any of his obligations under the Contract.</p>	Extension for delays
46.(1)	This clause shall be held to be deleted and replaced by the following:	
46.(1)	If the Contractor shall fail to complete the Works by the time prescribed by clause 42 hereof or extended time granted in terms of clause 43 hereof then the Employer shall have the right, in his sole discretion, either to deduct as a penalty from the total contract sum an amount, unless otherwise stated under these Special Conditions of Contract, of one half of one per cent per week of the contract sum (including Saturdays, Sundays and public holidays) for the period which shall elapse between the date prescribed by clause 42 hereof or later date as the case may be and the date of completion of the Works or any portion thereof, or to claim any damages or loss suffered in lieu of such penalty. The Employer shall be entitled to use any method of recovery of the aforesaid penalty should he so wish. The	Penalty for delay



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payment or deduction of such penalty, loss or damage shall not relieve the Contractor from his obligations and liabilities under the Contract.

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| 46.(3) | <p>The completion of the Works in the overall time stipulated by the Contract shall not suffice to satisfy the requirement regarding timeous completion. The essential programmed stages including submission of foundation drawings, manufacture and delivery of parts to be built in and the provision of any information, drawings or equipment necessary for the ordering of parts, design or complementary equipment or structures, the delivery of the pumping sets and ancillary equipment shall each be observed by due date. The Bidder is required to fill in the table in the Appendix to Form of Bid with the dates he is prepared to guarantee.</p> <p>Failure to meet these guaranteed dates shall entitle the Engineer to withhold payments to which the Contractor might otherwise become entitled under clause 62(2) and/or apply the penalty set out in Clause 46(1) of the special conditions of Contract.</p> | Penalty for progress delays |
| 47.(3) | <p>The term "Certificate of Completion of Works" shall be held to be deleted and replaced with the term "Certificate of Commissioning" which will be issued in the same manner as the aforesaid "Certificate of Completion"</p> | Certificate of Commissioning |
| 50.(3) | <p>It is accepted that certain spare parts for the equipment to be supplied under the Contract will be held by the Employer and the Bidder is required to fill in the relevant Schedule giving the complete list of spares which are specified therein and in addition thereto any spares which he considers should be ordered.</p> <p>The Employer reserves the right to order either the whole or any quantity of the spares offered. Any spares ordered shall be submitted to the Engineer's Representative for examination and checking for interchangeability etc. Spares supplied under this Contract are to be packed and delivered in cases separate from the rest of the equipment, cases containing spares shall be clearly and indelibly marked "SPARES".</p> | Certain spare parts included in the Contract |
| 50.(4) | <p>In the case of parts which are required to be regularly replaced during the lifetime of the plant or equipment, the Employer requires that certain minimum facilities be available in the Republic of South Africa for the supply of these parts. Bidders shall state in their covering letter what facilities will be provided for the supply of these parts. The information shall include the name and address of depots where the parts will be held.</p> | Availability of regular replacements |
| 50.(5) | <p>The Employer requires certain minimum facilities to be available in the Republic of South Africa for the repair of any breakdowns which may occur in any portion of the plant or equipment to be supplied under the Contract. Bidders shall state in their covering letter details of the facilities and service they could provide. In the light of the above, the Employer expects adequate services to be forthcoming throughout the life of the plant or equipment supplied.</p> | Repair and overhaul |
| 62.(1)(d) | <p>No financial assistance will be provided to the Contractor for the acquisition of plant, machinery or equipment.</p> | Statements |
| 62.(2) | <p>Clause 62.(2) shall be held to be deleted and replaced by the following:</p> | |



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| 62.(2) | <p>When in terms of the conditions set out below, the Contractor considers himself to be entitled to payment of any of the amounts stated in his Bid, he shall submit to the Engineer a statement detailing the amount(s) claimed for payment. Payment which may be claimed only in respect of a complete item appearing in the Price Schedules for complete plant or the Spare Parts Schedule will be made in South African currency in Pretoria by the Employer on the certificate of the Engineer, in accordance with the following provisions:</p> | Payments |
| 62.(2)(a) | <p>In respect of items which have to be manufactured outside the Republic of South Africa and imported and delivered to Site:</p> <p style="margin-left: 40px;">80% of the amount bidded for the equipment and for the cost of delivery to Site, provided the materials or plant have been delivered to Site in good order and condition acceptable to the Engineer;</p> <p style="margin-left: 40px;">90% of the amount bidded for the equipment, delivery and erection, less previous payments as erection proceeds, at the stage when the equipment is shown to be ready for commissioning;</p> <p style="margin-left: 40px;">90 % of the amount bidded for the supply and delivery of spares providing such checking and testing as is required by the Engineer has been satisfactorily completed;</p> <p style="margin-left: 40px;">10% of the amount bidded will be regarded as Retention Money and paid as described under clause 62(3).</p> | Items
manufactured
outside
Republic |
| 62.(2)(b) | <p>In respect of items that are partly or wholly manufactured in the Republic of South Africa:</p> <p style="margin-left: 40px;">Such instalments as determined by the Engineer having regard to the progress of the manufacture up to 70% of the total amount bidded for the equipment subject to the security provision detailed under sub clause 62(2)c of this clause;</p> <p style="margin-left: 40px;">Up to 80% of the amount bidded for the equipment and for the cost of delivery to Site, less previous payments, provided the materials or plant have been delivered to Site in good order and condition acceptable to the Engineer;</p> <p style="margin-left: 40px;">90% of the amount bidded for the equipment, delivery and erection, less previous payments as erection proceeds, at the stage when the</p> | Items manufactured
in Republic |



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equipment is shown to be ready for commissioning;

90 % of the amount bidded for the supply and delivery of spares providing such checking and testing as is required by the Engineer is satisfactorily completed;

10% of the amount bidded will be regarded as Retention Money and paid as described under clause 62.(3).

62.(2)(c)	Before any payments under sub clause 62.(2)(b)(i) of this clause are made, the Contractor shall provide a Manufacture Payment Bond on the form provided equal to the total amount of the payments to be made to the Contractor. The total value of such security, provided by the Contractor to the Employer, may be varied by the Contractor, with the consent of the Employer, from time to time provided that the Employer will be covered at all times to the total amount paid by the Employer to the Contractor for items not yet in possession of the Employer.	Security against part payment
62.(2)(d)	The Employer shall have the right to recoup any money due to him by the Contractor for any cause whatsoever, irrespective of whether such claim is liquidated or not, before making any payment to the Contractor under this clause and no money shall accrue to or become due and payable to the Contractor in terms of this Contract until such other claims have been paid in full.	Recoupment of money due
62.(2)(e)	No sum paid on account by the Employer shall affect or prejudice his rights against the Contractor or relieve the Contractor of any of his obligations for the due fulfilment of the Contract and the acceptance by the Contractor of any such sum shall not affect or prejudice the rights of the Contractor against the Employer.	Obligations unaffected by payments
62.(2)(f)	No more than one application for payment shall be made per financial month. The Contractor shall submit his invoice together with a detailed schedule after approval by the Engineer. The Contractor may invoice only for such money to which he is entitled in terms of the Contract.	Detailed schedule
71.(1)	Clause 71(1) shall be held to be deleted and to be replaced by the following:	Variation of price
71.(1)(a)	Bids in which prices are stated to be subject to adjustment in the event of variation in cost of material and labour are acceptable. Firm prices will receive preference.	Price adjustments -Firm prices
71.(1)(b)	The rates and prices bidded in the Price Schedules shall be final and binding throughout the period of the Contract except as otherwise provided for in the Contract.	Bided prices binding
71.(2)	Documentary evidence to the satisfaction of the Employer of any changes which occur shall be submitted by the Contractor together with proof of the effect such changes have upon the Contract Price.	Documentary evidence



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| 71.(3) | If during the period of The Contract any alterations of customs or excise duty are brought into force, the contract prices of supplies delivered duty paid, affected by such alterations, shall be adjusted accordingly in respect of all supplies and all raw material used in the production of such supplies under the Contract, released from bond or imported into the Republic as from the date fixed for the taking effect of the said alterations. | Adjustment of prices due to changes in customs and excise duty |
| 71.(4) | If during the period of the Contract any alterations of railage, freight or port rates or marine insurance where specified, affecting supplies delivered "railage/freight paid" by the Contractor, are brought into force, the Contract Prices affected by such alterations shall be adjusted accordingly in respect of all supplies and all raw materials used in the production of such supplies, railed or shipped as from the date fixed for the taking effect of the said alterations and in respect of which the Contractor shall have paid or received the benefit of the difference in such rates. | Adjustment of prices due to changes in railage, freight or port rates |
| 71.(5) | Where the bided prices are liable to be affected by variations in rates of exchange – including devaluation of currencies - the Bidder shall state in his Bid the amount, and foreign currency which is to be paid or remitted overseas and the rate of exchange and the date of fixing the rate of exchange, applied in the conversion of this amount into South African currency. | Adjustment in prices due to variation in rates of exchange |
| The amount of the foreign currency to be paid to overseas suppliers shall be clearly given in SCHEDULE OF IMPORTING CHARGES. | | |
| Provided this information is furnished in the Bid and the Contract is completed within the period of the Contract, the State will accept for its account in respect of the amount involved, any variations between the rate of exchange stated in the Bid and the rate of exchange ruling at the time of payment. The following conditions will apply: | | |
| 71.(5)(a) | Where payment is to be made overseas by the Republic's overseas representative the amount in the foreign currency stipulated will be paid; and | |
| 71.(5)(b) | Where payment is to be made in the Republic to the Contractor and he is required to remit the amount stated overseas: | |
| The Contract amount in the currency of the Republic will be paid to the Contractor and the amount to be remitted overseas shall be so remitted by the Contractor within 7 working days after he receives payment. | | |
| Any increase in price occasioned by any variation in the rate of exchange will be for the State's account on production by the Contractor of documentary proof in substantiation of the transaction. | | |
| Should there be any further changes in the rate of exchange from the date of invoice to the date of receipt of payment, the Contractor shall, on the date he remits his payment overseas, advise the Department of such further changes and forthwith (within 1 day) submit his further invoice. | | |



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The Contractor shall furnish documentary proof in respect of any transaction covered by sub-paragraph (b)(i) of this clause to establish that the amount concerned has actually been remitted and the rate of exchange at which this was done.

In the event of a rise in the value of the currency of the Republic, the Contractor shall reimburse the State within a period of 7 working days from date of remittance of funds to overseas supplier.

In respect of sub-paragraph (b)(i) of this clause, if the Contractor is required to remit the whole or portion of the amount overseas prior to receiving payment from the State and he indicates this in his Bid, the date of such remittance will be deemed to be the date in respect of which the adjustment under sub-paragraphs (ii) and (v) of this clause are to be effected.

71.(6) As sole compensation for all variations in the cost of labour and materials from any causes whatsoever subsequent to the date of bidding, Price Adjustment Factors shall be calculated for each item or part item and applied as set out hereunder: Price adjustment

71.(6)(a) The Price Adjustment Factors shall be calculated in accordance with the following formula: Formula

$$f = (1-x) \left(a_1 \frac{L_{1t}}{L_{1o}} + a_2 \frac{L_{2t}}{L_{2o}} + \text{etc.} + b_1 \frac{M_{1t}}{M_{1o}} + b_2 \frac{M_{2t}}{M_{2o}} + \text{etc.} - 1 \right)$$

where:

"f" is the factor by which the amount subject to a particular price adjustment in a particular monthly statement shall be multiplied in order to give the actual price adjustment for that amount.

only a set proportion of each amount shall be subject to price adjustment. "x" shall represent the proportion which shall be excluded.

"t" and "o" shall represent suffixes related to time.

"a1", "a2", etc. and "b1", "b2", etc. shall be co-efficients deemed, irrespective of the actual constituents of the work, to represent the proportions of specific or general labour category costs and specific or general material category costs respectively included in the price bided. The arithmetic sum of "a1", "a2", etc. plus "b1", "b2", etc. shall be unity.

"L1", "L2", etc. shall be the Labour Cost indices corresponding to the co-efficients "a1", "a2", etc.

"M1", "M2", etc. shall be the Material Cost Indices corresponding to the co-efficients "b1", "b2", etc.

71.(6)(b) When substituting for the indices with the suffix "o" the indices used shall be those ruling for the month during which Bids closed Application of price adjustment

When substituting for the labour indices with the suffix "t" the indices used shall be the averages of the relevant monthly indices during which the work of manufacture or erection as relevant of a particular item in the Price Schedules should have been done according to the Programme of Works.

When substituting for the material indices with the suffix "t" the indices used shall be the indices ruling for the month during which the work of manufacture or erection



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as relevant of a particular item in the Price Schedules should have commenced according to the Programme of Works.

All payments will be made at the prices bided. Claims for price adjustment shall only apply in respect of amounts relating to work that has already been certified for payment and shall accompany the relevant monthly statement following the publication of all the relevant indices.

In calculating the amount subject to price adjustment, the prices bided less all non-labour and non-material constituents shall be used.

Should any financial adjustments be made in respect of an amount paid, a corresponding adjustment shall be made to the price adjustment. The price adjustment shall also be revised should any relevant index be revised. The price adjustment shall be subject to retention.

Retention money will be withheld until all claims for price adjustment have been received. Claims not received within 120 days of the date on which release of the first half of the retention money would otherwise have become due in terms of clause 62(3)(a), shall be deemed to have been waived by the Contractor.

Retention
money

- 71.(6)(c) The value of "x" shall be as stated in the Appendix to these Special Conditions of Contract.

Value of co-
efficients and
indices

For all locally manufactured works and for all erection the values of co-efficients and the indices to be used shall be as stated in the Appendix to these Special Conditions of Contract.

For all imported works the values of the co-efficients and the indices to be used shall be as for locally manufactured works unless an alternative acceptable to the Employer is submitted by the Bidder with his Bid.

- 71.(6)(d) Unless specifically agreed at the time the variation orders are issued or the new rates are fixed, variation orders or new rates fixed in terms of the Contract shall be based on labour and material costs in force at that time and shall NOT be subject to price adjustment.

Cost basis of
variation
orders or new
rates

- 71.(6)(e) Day work, nominated subcontracts, provisional or prime cost, and any other items based on actual costs or current prices, ordered in terms of the Contract shall NOT be subject to price adjustment.

Cost basis of
day work of
prime cost
items

- 71.(6)(f) Should an extension for delay be granted, the programme of works shall remain unaltered for all work that has not been directly affected by the reason for the extension. For all work that has been directly affected by the extension, the programme of works will be altered but the price adjustment will be calculated according to the original programme unless specifically otherwise authorised by the Employer.

Revisions to
programme of
works

- 71.(7) Statutory increases in the cost of fuel for transport will be allowed. Should the Bidder intend claiming further adjustments for transport costs, he shall state his

Price
adjustment for



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	intention to do so in his Bid. The preferred basis shall be in a similar manner to that specified above using the relevant SEIFSA transport indices.	transport costs
72.(1)	Value Added Tax will be paid by the Employer to a registered Contractor at the prevailing rate at the time of invoicing. This applies for each claim for payment by the Contractor. Value Added Tax shall be shown as a separate amount on any invoice.	Value Added Tax
	The Contractor shall comply with the Legislation enacted in the Value Added Tax Act No. 89 of 1991 as a vendor to the State.	

CLAUSE

- 6.(3) The ruling language shall be English.
- 10.(1) The amount of the Performance Bond shall be 10% of the order value.
- The duration of the Performance Bond shall be until 30 days after the issue of the Final Certificate.
- The Performance Bond shall be provided within 21 days of the date of order.
- 23.(1) The minimum amount of Third Party Insurance cover to be provided by the Contractor shall be R500 000,00.
- 40.(1) The Contractor shall commence the Works immediately upon receipt of the order.
- 44.(1) Special non-working days:

SCHEDULE 1

New Year's Day	1 January
Human Rights Day	21 March
Good Friday	Friday before Easter Sunday
Family Day	Monday after Easter Sunday
Freedom Day	27 April
Workers' Day	1 May
Youth Day	16 June
National Women's Day	9 August
Heritage Day	24 September
Day of Reconciliation	16 December
Christmas Day	25 December
Day of Goodwill	26 December

The days mentioned in Schedule 1 shall be public holidays, and whenever any public holiday falls on a Sunday, the following Monday shall be a public holiday.

Notwithstanding the provisions of subsection (1), any public holiday shall be exchangeable for any other day which is fixed by agreement or agreed to between an employer and employee.

- 48.(1) The Period of Maintenance shall be twenty four months.
- 52.(4) Day work:
- Percentages allowed in respect of Day work for labour and Materials as defined in the Annexure to the Price Schedule shall be:
- Labour: 50% on the net disbursement in wages.
- Materials: 15% on the net cost at Site of materials.
- 62.(2)(c) A Manufacture Payment Bond shall be provided for the full amount of any progress payment prior to such payment being made.
- 71.(6)(c) The Contract Price Adjustment shall be based on the following co-efficients and cost indices for labour and materials:
1. The value of "x" shall be 0,15 (no other value will be acceptable)
 2. For components or plant manufactured in the Republic of South Africa excluding electric motors, switchgear, transformer and cables:
 - "L" shall be SEIFSA Index of Actual Labour Cost - Table C.3. (all hourly paid employees)
 - "M" shall be the Production Price Index for Mechanical Engineering Materials - Table G, as issued by the Department of Statistics.

- "a" and "b" shall be 0,55 and 0,45 respectively;
3. For components of, or complete electric motors, switchgear and transformers manufactured in the Republic of South Africa:
 - "L" shall be the SEIFSA Index of Actual Labour Cost - Table C.3. (all hourly paid Employees)
 - "M1" shall be the SEIFSA Price for Copper per Metric Ton - Table F.
 - "M2" shall be the Production Price Index for Electrical Engineering Materials - Table G, as issued by the Department of Statistics.
 - "a", "b1" and "b2" shall be 0,50; 0,10 and 0,40 respectively.
 4. For cables manufactured in the Republic of South Africa:
 - "L" shall be the SEIFSA Index of Actual Labour Cost - Table C.3. (all hourly paid Employees)
 - "M" shall be the SEIFSA Price for Copper per Metric Ton - Table F.
 - "a" and "b" shall be 0,55 and 0,45 respectively.
 5. For erection and commissioning work on Site:
 - "L" shall be the SEIFSA Index of Statutory Labour Cost - Fieldforce - Table C.3a (all hourly paid Employees).
 - "a" shall be 1,00.



Part 4

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CONDITIONS OF BID

**Commercial Diving Contract for the Work of Mechanical /
Electrical and Civil Engineering Underwater Plant
Maintenance installations and equipment associated with the
Department of Water and Sanitation in Northern, Southern,
Eastern and Central Operations**



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1. SCOPE AND CONDITIONS

- 1.1 This bid is for a three-year contract to, when required, support the National Water Resources Infrastructure (NWRI) Operations of the Department of Water and Sanitation, with the refurbishment, upgrade, maintenance and project/contract/contractor supervision of mechanical/electrical and civil engineering underwater plant installations and equipment associated with the Department of Water and Sanitation installations in the Republic of South Africa. The service to be provided shall be deemed to include preventative maintenance, condition monitoring and emergency repairs. Sub-contractors may be appointed for specialised activities, subject to the approval of the Engineer.

It will be an advantage if the bidders are in a possession of a B-BBEE Rating. Proof of these ratings must be submitted with the bid

The Bidder shall submit a **valid letter of good standing from the Department of Labour for Compensation for Occupational Injuries and Diseases Act, 1993** with the bid. Failure to submit the valid letter of good standing shall render your bid non-responsive.

- 1.2 The Republic of South Africa may be sub-divided into regions with a separate Contractor for each region. The Department reserves the right to appoint any one of the contractors to do the project management and supervision of the specialist mechanical, electrical and civil engineering underwater diving work. The main contractor will be responsible for the programming, reporting and guarantee for the specific project. The contractor may request to appoint Sub-contractors in writing if the project only entails a very small portion of work from the other discipline.
- 1.3 The contractor must be able to supply urgent or emergency services whenever it is required. The Engineer reserves the right to require urgent repair services from the Contractor in the event of an emergency. Under these circumstances the Engineer's Representative reserves the right to require the Contractor to provide such urgent repair facilities to be available 24 hours a day, 7 days a week at the contracted rates.
- 1.4 **The goal of the Department is to appoint eight or more diving contractors.**
- 1.5 The Department reserves the right to identify and implement procurement opportunities for designated groups where compulsory sub-contracting must be applied to any projects within this three year contract. This requirement shall be in line with the "Preferential Procurement Regulations, 2017".
- 1.6 On any of the projects within this three year contract where the Department deems "feasible" the contractor shall subcontract 30% of the work under this contract to advance designated groups.



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- 1.7 During the identification and implementation of procurement opportunities for designated groups where compulsory sub-contracting must be applied, the contractor will be required to meet the 30% minimum subcontracting requirement to EMEs or QSEs that are 51% owned by the following enterprises:
- i. Black people
 - ii. Black people who are youth
 - iii. Black people who are women
 - iv. Black people with disabilities
 - v. Black people living in rural or underdeveloped areas or townships
 - vi. Cooperatives which are 51% owned by Black people
 - vii. Black people who are military veterans
- 1.8 It is the responsibility of the contractor to select competent Subcontractors that meet the requirements of this bid.
- 1.9 The contract will be concluded between the main contractor and the Department, therefore, the main contractor and not the sub-contractor would be held liable for performance in terms of this bid's contractual obligations.
- 1.10 The Department reserves the right to add, remove or re-evaluate contractors per Operational Area depending on performance of the contractor.
- 1.11 On normal work the contractor (on a rotation basis) will be issued a Request for Quotation (which does not guarantee the work), the Contractor will then be required to quote for the work, the quote will be evaluated if is market related, when the quotation is accepted by the Department a Departmental Purchase Order will be generated. Normal work to the contractor is only guaranteed when the contractor is issued a Departmental purchase order for that specific work or site and the Contractor accepts the terms and conditions for the diving work.
- 1.12 During urgent and/or emergency occasions the Engineer or Engineer's Representative will issue the contractor with an approved Letter of Intent (LOI) via fax or email, the contractor will be required to attend to the urgent / emergency work as soon as the instruction is received from the Engineer or Engineer's Representative. As soon as possible the contractor shall provide a quotation for the emergency / urgent work, a Departmental Purchase Order will be issued and then the contractor will be paid during invoicing when the diving work is completed.
- 1.13 Joint ventures may be entered into to achieve a B-BBEE rating. Copies of these agreements shall accompany the Bid.
- 1.14 The offered service as a whole and all component parts shall be strictly in accordance with the term of the documents listed below:
- 1.14.1 The Departmental **General Conditions and Procedures**.
 - 1.14.2 **"General Conditions of Contract for use in connection with Electrical and Mechanical Works"**. General Conditions of Contract for Construction Works, 3rd Edition (2015)
 - 1.14.3 The Departmental Standard Specifications.
 - 1.14.4 This Project Specification for bid **DWS XXXX WTE**.
-



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1.14.5 The information provided in the Technical Schedules.

The Department reserves the right to make payments to a Nominated Sub-contractor of justifiable payments that the Contractor failed to make to this Nominated Sub-contractor. The amount paid by the Employer to the Nominated Sub-contractor will be deducted from any sums due or which may become due from the Employer to the Contractor.

- 1.13** If in their offers there are any departures whatsoever from any of the provisions to meet these conditions, procedures and specifications or from any of the terms set out in this contract, Bidders shall **list** each and every departure in Bid Requirements, Technical Schedules.

Failure on the part of any Bidder to comply with the above requirement in full MAY INVALIDATE THE OFFER.

2. PROJECT MANAGEMENT

- 2.1** Control of the Contract is vested in the Chief Director: Strategic Asset Management of the Department of Water and Sanitation, hereafter referred to as the Engineering Representative in terms of the General Conditions of Contract or such an Engineering Representative as may be appointed from time to time.

- 2.2** The present contact person is:

Mr. T Ngati
Tel. (012) 336 8623

- 2.3** When awarded, all written communication in respect of this contract shall be addressed to:

Chief Director: Strategic Asset Management
Department of Water and Sanitation
Private Bag X 313
Pretoria, 0001

Fax Number: (012) 323 2791

- 2.4** ALL correspondence between the Contractor and the Employer shall be copied to the Chief Director: Strategic Asset Management at the address indicated above. This includes ALL faxes, letters, quotations, claims for payment, etc.
- 2.5** The Contractor to be appointed for this Contract shall undertake to forthwith acknowledge IN WRITING the receipt of ALL correspondence from the Engineer and/or the Employer and shall provide suitable response within a period of fourteen (14) days. Failure of the Contractor to comply with this requirement shall be



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interpreted as a breach of contract, in terms of clause 65(1) of the General Conditions of Contract.

3. GENERAL CONDITIONS

- 3.1 This Support Contract Conditions contains the general conditions and requirements with regard to contract administration, material, equipment, workmanship, installation, quality control and commissioning of the Works and should be read together with the Conditions of Bid, Conditions of Contract and the Technical Specification.
- 3.2 Should any conflict arise between the requirements embodied in Part 3 the Conditions of the Support Contract and the Government Procurement: General Conditions of Contract, the relevant clauses in the Government Procurement: General Conditions of Contract will take preference.
- 3.3 The Contractor shall be responsible for the acquisition of adequate insurance to cover all equipment temporarily in its possession, albeit in temporary storage, in transit to and from the site, etc. In addition, the Contractor shall ensure that such insurance cover will also include the transport of equipment by the Department or an appointed Sub-contractor, should the Contractor request the Department or an appointed Sub-contractor to assist with the transportation of any equipment at any time.

4. REGULATIONS AND STANDARDS

- 4.1 All work carried out on the Department's equipment and premises shall be strictly in accordance with the latest revisions and amendments of the following:
- a) The Occupational Health and Safety Act and Regulations, Act No. 85 of 1993, as amended.
 - b) The Basic Conditions of Employment Act No 75 of 1997, as amended.
 - c) The Municipal by-laws and any special requirements of the local Supply Authority.
 - d) SANS 10142: Code of Practice for the wiring of Premises (hereafter referred to as the 'Wiring Code').
 - e) IEC 1024 (Part 1 and Part 1.1): Code for the protection of structures against lightning hazards.
 - f) SANS 1069 Part 1 and Part 2/93: Land Mobile Communications, in conjunction with ETS 300086: Radio equipment and - systems - Land Mobile Service.



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- 4.2 NB: Notwithstanding the above list the Contractor shall comply with all Acts, regulations, By-laws etc. which shall apply to the Department's sites and entry thereto.
- 4.3 Any conflict that may arise between any regulation of the above-mentioned documents and this specification shall forthwith be referred to the Engineer IN WRITING for his subsequent ruling, BEFORE the Contractor attempts any modification to any part of the works to comply with said regulation.
- 4.4 If any equipment or material to be used complies with a standard issued by a recognised international standards organisation, then such compliance should be stated in the bid documents (Price Schedule).
- 4.5 All equipment or material to be used in this installation shall be new and of an acceptable quality to the Engineer.

5. SAFETY CONDITIONS

- 5.1 All work, materials and equipment **shall** comply with the relevant requirements of the Occupational Health and Safety Act of 1993 (Act No. 85 of 1993).
- 5.2 The diving contractor shall create a Safety File before every diving operation, the Safety File shall be submitted to the Department for the Engineer's acceptance. The list of information that must form part of the Safety File shall be issued by the Engineer.
- 5.3 The Engineer or the Engineer's Representative shall issue a work permit to the diving contractor after the Engineer or the Engineer's Representative is satisfied with the diving contractor's documentation, including the Safety File. **No diving contractor shall commence with diving operations without the Departmental work permit.**
- 5.4 It is the responsibility of the Contractor and the Engineer or the Engineer's Representative to ensure that the equipment to be serviced is safe to work on.
- 5.5 It is an explicit condition of this bid that the Contractor is responsible for the safety of all personnel involved in the maintenance service or repair of equipment and that all work is carried out under acceptable supervision.
- 5.6 It is the Contractor's responsibility to ensure that all possible safety procedures are followed when working on any equipment or structure and to bring unsafe conditions to the attention of the Engineer and the respective Area/Scheme Manager before commencing any service or repair work whatsoever.
- 5.7 The work area must be in a safe and clean order at all times.
- 5.8 **Competent Person**
- 5.8.1 It is an expressed condition that the Contractor and his Sub-contractor/s shall execute the contract under the supervision of a competent person.



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- 5.8.2 A competent person in terms of this contract means, any person who has had at least one year practical experience in diving operations and who is registered as a Diving Supervisor for the diving class he/she is required to supervise.
- 5.9 It is the contractor's responsibility to ensure that any appointed Sub-contractor is familiar and complies with the safety regulations.
- 5.10 The Contractor/Sub-contractor shall fully complete the forms as per Annexe 2, 3, 4 and 5. The completed forms shall form part of the safety file.

6. QUOTATIONS

- 6.1 All work to be performed in terms of this contract will be preceded by a quotation that results from such a request by the scheme management. After approval of the quotation by the Engineer; this approval will initiate the placement of an official order. Only in an emergency, and following the departmental guide lines in this respect, can this work be performed without the issuing of such an order. If quotations for emergency work are submitted, it shall be clearly stated and a brief motivation provided why the work is considered to be urgent / an emergency.
- 6.2 All quotations shall be addressed to the official initiating the work with a copy to the Engineer and shall include all of the following:
- 6.2.1. This Contract Number.
 - 6.2.2. The quotation number.
 - 6.2.3. Scheme and Organisation for which the quotation is intended.
 - 6.2.4. Detailed Scope of work (This describes the work to be done in detail and specifies the recourses involved and the exact nature of the work to be done.).
 - 6.2.5. Occupational Health and Safety
 - 6.2.6. Hourly labour costs for the different levels of skill.
 - 6.2.7. Overtime labour costs for the different levels of skill.
 - 6.2.8. Standby labour costs for the different levels of skill.
 - 6.2.9. Living out allowances.
 - 6.2.10. Travelling costs.
 - 6.2.11. Transport costs (kilometre tariffs).
 - 6.2.12. Large equipment costs (hourly rates).
 - 6.2.13. Compressors (electric or internal combustion engine driven) $\geq 250\text{cfm}$, HP washers (electric or internal combustion engine driven) $\geq 450\text{ Bar}$, pump submersible $\geq 100\text{mm}$, pump self priming (internal combustion engine driven) $\geq 100\text{mm}$, electric mobile generator $\geq 15\text{kVA}$.
 - 6.2.14. Material costs.
 - 6.2.15. General costs (e.g. consumable, special products, etc.).
 - 6.2.16. Sub-contractor's quotations. (where applicable).
 - 6.2.17. Detailed project plan indicating start and end of project with dates for inspection and a Quality Control Plan (QCP)



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No additional cost for personal tools and/or small plant shall be accepted.
A list of costs of all equipment to be charged for shall be submitted with the Bid.

6.3 Bid rates

6.3.1 The following prices are required for the different types of services expected, as listed in the Technical Specification and Requirements. All these prices must be given **exclusive of VAT and must be valid for the work done at the facilities noted.**

- 6.3.1.1 Occupational Health and Safety
- 6.3.1.2 Hourly labour costs for the different levels of skill.
- 6.3.1.3 Overtime labour costs for the different levels of skill.
- 6.3.1.4 Standby labour costs for the different levels of skill.
- 6.3.1.5 Living out allowances.
- 6.3.1.6 Accommodation
- 6.3.1.7 Travelling costs.
- 6.3.1.8 Transport costs (kilometre tariffs for those vehicles not given).
- 6.3.1.9 The vehicles engine capacity use for bidding purposes shall be the same as that used during the contract.
- 6.3.1.10 Large equipment costs.

6.3.2 Spare parts shall be purchased or manufactured as necessary. If spare parts must be purchased, a handling fee of up to a *maximum* of 10 % may be charged. Spare parts shall only be acquired on written authority from the Department's responsible engineer.

6.3.3. Materials, goods, services, large equipment hire and other general costs not forming an intrinsic part of the Bidded rates may also be charged on a *maximum* of a cost plus 10 % basis with the approval of the Engineer. This supersedes Clause 52. (4) of the **Appendix to Special Conditions of Contract of this document and clause 3.2.**

6.3.4 The handling fee in 6.3.3 and 6.3.4 will be calculated as follows:

- **10% mark-up,**

The mark-up will be calculated on the total amount for the spare parts and materials for the project, individual calculations of the mark-up on each spare part or material item will not be allowed.

The same mark-up rates as above will apply for sub-contractors and nominated sub contractors cost.

The mark-up will be calculated on the total amount of the sub-contractor's quotations for quoted project. Calculations of the mark-up on each individual sub-contractor's quotation will not be allowed.

Handling costs in 6.3.3 and 6.3.4 may be increased if proof of additional expenditure is given.



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- 6.4 The contractor shall submit a quotation after a request for quotation (RFQ) has been received from the scheme requiring the support. The contractor must ensure that the requirements stated in the RFQ are unambiguous and fully understood prior to preparing the detailed quotation. Such quotations must reach the person requesting it not later than 10 working days after the RFQ was received. Should this prove to be impossible, the person requesting the support must be approached for an extension that needs to be given in writing. Non-compliance in this regard shall be considered as breach of contract.
- 6.5 The Engineer reserves the right to request additional information regarding any quotation received. The Contractor / Sub-contractor shall at their earliest convenience reply to the enquiry, even if an official order was received i.e. emergency work. Non-compliance in this regard shall be considered as breach of contract.
- 6.6 **The Department reserves the right, at the discretion of the Engineer, to request additional quotations.**
- 6.7 The Contractor shall only commence with work **once written approval by the Engineer is granted and an official order received.** In the case of an emergency the work can be done on a letter of intent (refer section 6.1). Official orders may only be issued once a written approval from the Engineer was obtained.
- 6.8 **The Department reserves the right, at the discretion of the Engineer, to request comparative quotations for spares and / or Sub-contractors.**
- 6.9 If the services of a Sub-contractor are obtained, the Contractor shall compile a scope of work (This describes the work to be done in detail and specifies the resources involved and the exact nature of the work to be done.) and a specification before requesting the Sub-contractor to quote on the work. In cases where comparative quotations are requested, the Sub-contractors quotations shall reflect the scope of work and specifications compiled by the Contractor.

In order to enhance transparency, the contractor's invitation to potential sub-contractors to provide quotations shall also be copied to the Engineer. Such invitations to quote must clearly state a closing time and copies of quotations must also be sent to the engineer within the 30 minutes before the stipulated closing time. Only quotations received as stipulated will be considered when evaluating the quotation from the main contractor.

In cases where a site meeting is required in order to prepare a realistic quotation, a copy of the attendance register, duly signed by a DWS representative, must also be copied to the Engineer.

The successful Sub-contractor's quotation shall be subject to the mark-up as per paragraph 6.3.4.

- 6.10 At least three quotations from different Sub-contractors shall be submitted with Bids if Sub-contractors are to be used.



7. PAYMENT

- 7.1 Invoices may be submitted for payment following the successful and agreed completion of the work with a copy for certification to the following address:

Respective Area Office who placed the order

Or

The Office as agreed upon

- 7.2 Claims for payment shall be based **ONLY** on the **Service Report Record** and the information contained in the quotations, which form part of this document and detailed in Bid Requirements, Price Schedules, or any amplification of the **PRICE SCHEDULES** as submitted at the time of bidding or as approved in terms of a written **VARIATION ORDER**.

- 7.3 All invoices for payment shall clearly state the following:

- (a) This Contract number.
- (b) The Contractor's quotation number.
- (c) Government order number and office of issue.
- (d) Scheme and Organisation for which its service has been provided.
- (e) Scope of work performed.
- (f) Date of commissioning.

- 7.4 Where applicable or where they deviate from the quotation the following must also be stated:

- (a) Hourly labour costs for the different levels of skill.
- (b) Overtime labour costs for the different levels of skill.
- (c) Standby labour costs for the different levels of skill.
- (d) Living out allowances.
- (e) Travelling costs.
- (f) Transport costs (kilometre tariffs).
- (g) Large equipment costs (hourly rates).
- (h) Material costs.
- (i) General costs (e.g. consumable, special products, etc.).

- 7.5 Each invoice shall be submitted complete with the following supporting documents:

- (a) All delivery notes (complete with all equipment serial/model numbers), duly signed by the Employer or his designated representative, for all equipment delivered to site.
- (b) All supporting documentation i.e. invoices of suppliers or Sub-contractors.
- (c) Duly signed commissioning certificate and diving reports (if not submitted).
- (d) Service reports.
- (e) Certified log sheets of officials.
- (f) Certified time sheets of personnel employed on the project.



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- 7.6 Part payments shall not be considered unless agreed upon in writing by the Department of Water and Sanitation. General partial invoicing is not acceptable. Requests for partial invoicing and part payment will only be considered on an individual basis and must be duly covered by the material or equipment delivered to site or by services rendered by suppliers.

- 7.7 No final payments will be made if all updated Diving Reports and/or drawings have not been submitted.

8. TESTING AND COMMISSIONING

- 8.1 Comprehensive Quality programmes with appropriate hold points shall be drawn up and agreed with the end user. These agreed quality plans must accompany the quotation and the engineer reserves the right to add hold points for his/her attention. Since the programme is at that stage not fixed, the engineer must be informed at least 5 working days before the actual hold points set by him/her is reached. These quality plans shall be strictly adhered to during refurbishment or manufacturing.
- 8.2 All equipment refurbished, upgraded or repaired in terms of the requirements of this contract shall be set up at the Contractor's or Sub-contractor's works for thorough inspection and testing by the Engineer BEFORE being transferred to site. All work performed in the scope of this Contract shall be reported upon in the form of acceptable reports/test certificates etc. at no extra cost.
- 8.3 Any faults, deviations, etc. from the specification discovered during this inspection and testing opportunity at the Contractor's works shall be fully rectified BEFORE any equipment is transported to site.
- 8.4 Final testing will be performed on site during commissioning of the installation.
- 8.5 Only suitably qualified personnel may sign the Commissioning Certificate.

9. SERVICE/TEST REPORTS

- 9.1 The Contractor shall provide a spreadsheet every two weeks containing all tasks performed under this contract. There shall be a separate list for each area office. Each list shall contain various headings i.e. RFQ (request for quotations) Received, Quotations Submitted and Awaiting Orders, Work In Progress, etc.
- 9.2 Service/Test reports shall be provided on all activities and tests performed at the request of the Engineer.
- 9.3 Where applicable no invoices shall be approved for payment if not accompanied by a full diving report, stipulating inter alia the work performed, parts replaced and any applicable comments.
- 9.4 The Department requires a daily service report for all work done either on site or in the Contractor's or any Sub-contractor's workshops. Where services are performed



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on site, the daily report shall be signed by a site representative and a copy left on site for Departmental records. In addition to the above daily report, a comprehensive report shall be compiled after completion and submitted with invoices.

9.5 A copy of the daily diving reports shall be available for inspection at all times during the duration of the project both on site and at workshops.

9.6 The diving reports shall reflect the following information:

- (a) The contract number,
- (b) The quotation number,
- (c) Scheme and organisation for which services is intended,
- (d) Comprehensive scope of work,
- (e) Sub-contractor's name and list of personnel on site,
- (f) List of personnel on site (names and manpower level)
- (g) Arrival and departure times,
- (h) Materials and spares used.
- (i) Kilometres travelled.

9.7 The Engineer may request the diving contractor to compile and issue a diving technical report. The technical report will include information as requested by the Engineer. Diving technical reports may include sketches, dimensions and pictures and/or videos (where there's visibility).

10. GUARANTEE PERIOD

10.1 When the work for which an order has been issued is deemed to be satisfactorily completed a Commissioning Certificate will be issued and the guarantee period shall commence.

10.2 The guarantee period for any work done shall be at least one year from the date as specified or may be increased as required and agreed by the parties.

10.3 The guarantee period for spare parts or materials acquired or manufactured shall be one year from the date of Commissioning, unless otherwise specified by the suppliers thereof.

10.4 During the guarantee period the Contractor shall rectify at its own cost any defects that are attributable to faulty material or workmanship.

10.5 The Department, at the discretion of the Engineer, reserves the right to hold retention money. For details on retention monies refer to **Paragraph 22: Performance Bond**.

11. SPECIALIST CONTRACTOR

Specialist Contractors may, depending on bids received be appointed for the following services:



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Electrical:

Medium voltage switch gear and protection
Control and Instrumentation

Mechanical:

Cranes
Specialist Valve and Actuator Manufacturers
Pump Manufactures

- 11.1 Only Specialist Contractors will be appointed under this Clause.
- 11.2 The minimum criteria for appointing / approving Specialist Contractors are as follows:
- (a) Must be the manufacturers, certified local agents or specialist in this field.
 - (b) The list of capabilities of the Specialist Contractor shall be submitted with the Bid. The Specialist Contractor's works shall be inspected.
- 11.3 The Specialist Contractor may be required to do the necessary repairs in coordination with the main Contractor.

12. SUB-CONTRACT WORK

- 12.1 Should Sub-contractors be proposed for use, details shall be submitted to the Engineer for approval.
- 12.2 Only approved Sub-contractors may be used under the Contract
- 12.3 Bidders shall submit with bids the details, names and addresses of all Sub-contractors whom they propose to employ for any work listed as Activities to be Performed. These will be approved/not approved by the Engineer before awarding this Contract. Payment of these Sub-contractors will be the responsibility of the Contractor.
- 12.4 Should new sub-contractors be proposed for use within the scope of work described in Activities to be Performed during the course of the contract, approval by the Engineer must be obtained prior to appointment.
- 12.5 The minimum criteria before appointing / approving Sub-contractors are as follows:
- (a) The Sub-contractor's taxes must be in order. The Sub-contractor shall submit an original and valid **Tax Clearance Certificate** to the Engineer. During the contract period the Contractor/ Sub-contractor shall ensure that a valid **Tax Clearance Certificate** is available at all times.
 - (b) It is an expressed condition that the Sub-contractor shall execute work under the supervision of a person appointed under **General Machinery Regulations 2(1)**. A certified copy of this letter shall be submitted with the bid-offer or with the request to make use of the Sub-contractor.



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- (c) A proposed list of capabilities of a Sub-contractor shall be submitted for approval of such an appointment. The Sub-contractor's works shall be inspected.
- 12.6 The Department may, at the discretion of the Engineer, nominate Sub-contractors and these shall be deemed to be Nominated Sub-contractors. The Department shall motivate the use of Sub-contractors with their request for quotation.
- 12.7 When a Nominated Sub-contractor is used, the Contractor may charge a mark-up for administration and financial costs. The mark-up will be in accordance with Paragraph 6.3.5.
- 12.8 Three quotations of the Sub-contractor or a quotation from the Nominated Sub-contractor shall accompany the Contractors quotation. (Also see Par 6.9 above)
- 12.9 Appointing a Nominated Sub-contractor shall not diminish the Contractor's responsibility to the Department. The Contractor shall be solely responsible for all work performed under this Contract.
- 12.10 The Contractor shall ensure that any Sub-contractor appointed is familiar with the conditions of this contract and comply in all respects with the requirements as set out in this document. Sub-contractor's quotations shall be of the same format as described in the Conditions for Maintenance Contracts Paragraph 6.
- 12.11 The Department further reserves the right, for the use with Civil, Electrical and Mechanical Works, to do direct payments to a Nominated Sub-contractor of payments the Contractor failed to make to the Nominated Sub-contractor or where the bidder requests DWS to issue an order to the nominated sub-contractor. The amount paid by the Employer to the Nominated Sub-contractor will be deducted from any sums due or which may become due from the Employer to the Contractor. The main contractor is still fully responsible and liable for all work conducted by the sub-contractor and is also entitled to a mark-up fee that is applicable.

13. CAPABILITIES OF BIDDER

The diving contract W WTE for the work of Mechanical / Electrical and Civil Engineering Underwater Plant Maintenance Installations and Equipment associated with the Department of Water and Sanitation in South Africa.

The Contractor shall have the necessary capability to accomplish the administrative, technical and financial burden required under this Contract. The Contractor must be able to visit sites to determine the scope of work, obtain quotations from suppliers, compile and submit quotations to the Department, receiving and placing of orders, initialising and completing the work, ensure/control quality throughout the project, compiling completion certificates and invoices. The Contractor requires extensive personnel and financial resources to successfully handle the contract.

13.1 Diving Supervisor (Commercial diving only)

Diving Supervisor shall be in possession of an appropriate qualification as prescribed by the Occupational Health and Safety Act of 1993 (Here after called the OHS Act of 1993).



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All supervisors must submit their CV's complete in full. *ALL CV's must be summarized, for bidding purposes the "Summarized CV Template" shall be used as the reference (Attached in Annexure 6). No other CV format shall be submitted.*

Only commercial diving supervisors will be used for diving operations under this contract. Scuba diving is not allowed.

13.2 Divers (Commercial diving only)

Diver shall be in possession of an appropriate qualification as prescribed by the Occupational Health and Safety Act of 1993 (Here after called the OHS Act of 1993).

Shall be in possession of valid and up to date competency and medical certificates as prescribed by the Occupational Health and Safety Act of 1993 (Here after called the OHS Act of 1993).

Only commercial divers will be used for diving operations under this contract. Scuba diving is not allowed.

The diving contractor shall complete the table below:

Table 1:

	CLASSES OF DIVING	DIVING DEPTH	PART OF STAFF
			(YES/NO)
1.	Class I Saturation diver(s)	at least 100 metres	
2.	Class II Surface Supplied mixed gas diver(s)	not exceeding 70 metres	
3.	Class II Surface Supplied air diver(s)	not exceeding 50 metres	
4.	Class III Surface Supplied nitrox diver(s)	not exceeding 30 metres	

Pre-qualification for saturation diving (75 meters and deeper)

If indicated Yes for Class I Saturation diver(s) provide your Track Record & Experience (schedule of similar work and value), with contactable references. In addition, reference letter from at least three (3) previous clients of major projects should be attached.

13.4 Administrative and Technical Personnel

The Contractor shall need suitably qualified administrative personnel to handle the administrative duties on the contract. The administrative resources of the Contractor will be taken into consideration during the adjudication of the contract. These overhead costs shall be included in the labour rates.

Diving and Technical personnel utilised on the contract shall be suitably qualified. The Bidder shall submit, with their bid, a complete list of **personnel** (for all diving supervisors) to be involved with this contract together with summarised Curriculum Vitae. The **Curriculum Vitae** shall indicate details such as **name, age, nationality, date of nationality**, including qualifications and relevant experience. The bidder



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shall also submit an organogram of those individuals. Find attached an example of summarised Curriculum Vitae and a blank forms to be filled in for those individuals.

Personnel: Diving Supervisors in the permanent employment of the contractor and on 75% availability for the duration of the contract period.

The contractor shall at all time keep the list updated for his and his sub-contractor's staff.

13.5 REQUIREMENTS FROM DIVING COMPANY

All bids emanating from the Diving Companies, **which do not comply with all the requirements, listed below will be invalidated:**

- 13.5.1 All the divers **must** be competent and will comply in all respects with the Occupational Health and Safety Act of 1993 (i.e. Act No. 85 of 1993) (Hereafter called the OHS Act of 1993).
- 13.5.2 All diving equipment necessary to sustain divers under the water under the prevailing conditions must comply with the OHS Act of 1993 and amendments made in Government Gazette of January 2002.
- 13.5.3 All diving operations, which will be performed (in order to execute the contract), will comply with the OHS Act of 1993 and amendments made in Government Gazette of 11 January 2002.
- 13.5.4 The diving company must supply all tools and equipment required for the execution of the contract including the following,:
- a. Surface supplied diving equipment (as per Diving Regulations of Occupational Health and Safety Act and Regulations 85 of 1993)
 - b. A decompression chamber on the barge (or on the site) if required.
 - c. Air lifting equipment for the removal of silt (if required). (m³/h to be stated)
 - d. Diving cage (if necessary: large catfish, crocodiles) (certified and approval)
 - e. Photographic equipment (ultrasonic, conventional, etc.)(if necessary)
 - f. All necessary equipment/special tools
- 13.5.5 The successful bidder may be required to supply certified copies of the Registration Certificates of the Diving Supervisors and Divers which will be employed on the contract **if requested by the Engineer.**
- 13.5.6 The successful bidder may be required to supply a certified statement on the qualifications and experience (i.e. Summarized CV's) of all the divers and diving supervisors which will be employed on the **contract if the Engineer requested such a statement.**



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13.5.7 The Diving Supervisor **must**, however, ascertain that all divers are suitably qualified prior to the commencement of the diving operations. He shall also be in possession of copies of these certificates during the diving operations.

13.5.8 It is an expressed condition of this bid that it is the duty of the Diving Company and the Diving Supervisor to ensure that all divers used with regards to this contract will be fit and medically healthy (as required by the OHS Act) and that the said divers are properly qualified to do the work required under this contract.

14. WORKSHOP FACILITIES

The Diving contractor must have the facilities or have acceptable formal written agreements with associate diving companies for the contract period to do a preponderance of the diving work listed in Technical Specification and Requirements.

Minimum workshop facilities requirement are as follows (example):

14.1. A closed, under cover, ventilated workshop facility complying with the Occupational, Health and Safety Act.

14.2. The following equipment is considered to be an example of standard workshop equipment:

14.2.1. Diving equipment i.e. dive torch, weight belt with weights, weight belt, demand valve, band mask, air line and communication cable, buoyancy compensator, stab jacket, life jacket, wetsuit, dry suit, buoy.

14.2.2. Petrol & Electric Equipment i.e. HP compressor, Hydraulic Power Pack, LP Compressor, Water Pump, Submersible electric pump, fuel pump, arc welder, mat weld inverter, electric motor, petrol motor, angle grinder, air grinder, air drill, underwater drill, sanding machine, jigsaw, band saw, chain saw, electric drill, bench drill, bench grinder, electric winch, HP pressure washer, oxy acetylene, cutting torch.

14.2.3. Hand Tools i.e. G-Clamp, Hand clamp, wire brush, hammer, chisel, file, spirit level, silicone gun, scraper, 90 degrees square, steel rule, crow bar, guala, bowsaw, woodsaw, hacksaw, rivet gun, socket set, screwdriver and drill bit set, laser level set, trolley jack, spade, pitch fork, pick, axe.

14.2.4. Lifting equipment i.e. lift bag, tirfor, single and double roller block, chain block, abseiling gear, shackles, lifting strops, rope.

14.2.5. Work barge : small and large



15. QUALITY CONTROL

- 15.1 The Contractor or Sub-contractor shall comply with DWS 2020 and have a Quality Control Plan for all work performed under the Contract. The Quality Control Plan and specification shall be submitted together with the quotation. A pro forma Quality Control sheet shall be submitted with the Bid for evaluation.
- 15.2 All equipment, materials used and workmanship performed shall be as required and described in terms of this Contract and the Engineer's instructions and shall be subjected to such tests conducted by such persons as the Engineer may direct from time to time. These tests may be conducted at the place of manufacture, at the Contractor's Works, on site or at any or all of the aforementioned places.
- 15.3 The Contractor shall supply such assistance, instruments, machines, labour and materials as will normally be required for the examining, measuring and testing of any work or the quality of materials used.
- 15.4 For the purpose of quality surveillance, the Engineer or his representative shall be granted access to any part of the Contractor / Sub-contractor works relevant to the work being carried out, at any reasonable time. The Specification and Quality Control Plan shall be available at all times during quality surveillance.
- 15.5 Any changes to the scope of work during inspections shall be communicated to the Contractor / Sub-contractor in writing. Verbal instructions / agreements are not acceptable. No changes to the scope of work with an effect on the project cost shall be accepted without the approval of the Engineer / Area Manager.
- 15.6 The cost of performing all tests as clearly intended by or provided for in this Specification shall be borne by the Contractor.
- 15.7 All individual sub-systems shall be set up at the Contractors Works for the performance of functional and operational tests, so as to prove satisfactory operation thereof as a working system. The Engineer or his designated representative shall witness these tests. Each system shall only be released for transfer to site when so authorised by the Engineer or his designated representative. **UNDER NO CIRCUMSTANCES SHALL SYSTEMS BE TRANSPORTED TO SITE BEFORE THE SUCCESSFUL COMPLETION OF THE ABOVE-MENTIONED FACTORY TESTS.**
- 15.8 The Engineer shall be notified in writing of the completion of all systems/subsystems for the purpose of factory tests. Such notification shall be given 14 days in advance.



16. PERFORMANCE BY DIVING COMPANY

16.1 Period of Liability

- 16.1.1 The minimum liability period, which is acceptable in terms of this Contract and shall henceforth be applicable to ALL diving work performed under this contract, shall be 12 months and this period shall commence at the date of issue of the Commissioning Certificate.

The period of maintenance, with respect to all equipment/systems, that has been factory tested, installed and accepted by the Engineer, will commence on the date of acceptance, as signified IN WRITING by the Engineer.

- 16.1.2 In the event of the Diving Contractor being required to rectify or being in the process of rectifying of defects/faults prior to or at the date when the Period of Maintenance is due to expire, the Engineer shall have the right to extend the Period of Maintenance in respect of the portion of the Works being or to be rectified/repared, until such work has been completed. The 'Period of Maintenance' shall be held to include any such extension.

- 16.1.3 The period of maintenance shall be concluded with an inspection where after a certificate of final completion shall be issued by the Engineer.

16.2 Cost of execution of work (investigation/repair) during the Maintenance Period

- 16.2.1 All work to be carried out by the Contractor during the Period of Maintenance as described in par 16.1. shall be at his own expense if the necessity thereof shall, in the opinion of the Engineer, be due to the use of materials or defective design not in accordance with the Contract or due to neglect or failure on the part of the Contractor to comply with any obligation expressed in this Contract.

- 16.2.2 If, in the opinion of the Engineer, any work is to be carried out by the Contractor due to any other cause, such work will be the subject of a new RFQ, Quotation and Order.

16.3 Materials used for Installation

When, in the opinion of the Engineer, any material used or intended for use is not in accordance with the requirements of the Contract, he/she may order the Contractor in writing to remove any objectionable part of the material immediately and to replace it with acceptable material, without any additional cost to the Employer.

16.4 Workshop and Storage Facilities

- 16.4.1 Each Bidder shall be able to clearly demonstrate possession of adequate workshop and storage facilities, including a comprehensive range of suitable diving equipment, to the satisfaction of the Engineer.



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16.4.2 To this effect, each Bidder shall include a statement in his offer, describing facilities available (offered) in his bid.

16.4.3 Bidders shall accept as a condition of this contract that any premises indicated in this statement may be inspected prior to the awarding of the contract. It shall be noted that offers may be passed over where, in the opinion of the Engineer, these facilities are inadequate in terms of the foregoing requirements.

16.5 Diving Personnel used for any mechanical installation work shall be appropriately qualified and skilled with proven experience on the equipment and installation in question at all times.

16.6 Fault

16.6.1 All faults and problems experienced shall be reported to the Contractor by telephone, followed by written confirmation thereof via fax. The Contractor shall promptly acknowledge receipt of such fault report and shall make the necessary arrangements to get the fault/problem attended to within a period of time acceptable to the Engineers Representative.

16.6.2 The Employer shall keep a fault report book on site. The Employer's personnel shall enter all faults experienced into this book. The Contractor shall countersign next to the reported fault once the fault have been attended to and rectified, complete with time and date of repair.

17. DOCUMENTATION

17.1 A commissioning and diving record as required:

17.2 The Contractor shall keep accurate record of all diving and installation/removal work.

17.3. Design and layout changes

When any changes to the design or layout of any system are made during the diving operation it must be recorded on as built drawings. These changes shall also be documented on detailed drawings.

18. ESCALATION

18.1 The SEIFSA formula to be used will be that contained in paragraph 18.1 (a).

Instructions on the use of indices will be those contained in paragraph 18.1, (b) and (c).

18.1(a) The Price Adjustment Factors shall be calculated in accordance with the following



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formula:

$$f = (1-x) \left(a_1 \frac{L_{1t}}{L_{1o}} + a_2 \frac{L_{2t}}{L_{2o}} + \text{etc.} + b_1 \frac{M_{1t}}{M_{1o}} + b_2 \frac{M_{2t}}{M_{2o}} + \text{etc.} - 1 \right)$$

where:

"f" is the factor by which the amount subject to a particular price adjustment in a particular monthly statement shall be multiplied in order to give the actual price adjustment for that amount.
only a set proportion of each amount shall be subject to price adjustment. "x" shall represent the proportion which shall be excluded.

"t" and "o" shall represent suffixes related to time.

"a1", "a2", etc. and "b1", "b2", etc. shall be co-efficients deemed, irrespective of the actual constituents of the work, to represent the proportions of specific or general labour category costs and specific or general material category costs respectively included in the price bided. The arithmetic sum of "a1", "a2", etc. plus "b1", "b2", etc. shall be unity.

"L1", "L2", etc. shall be the Labour Cost indices corresponding to the co-efficients "a1", "a2", etc.

"M1", "M2", etc. shall be the Material Cost Indices corresponding to the co-efficients "b1", "b2", etc.

- 18.1(b) When substituting for the indices with the suffix "o" the indices used shall be those ruling for the month during which Bids closed

Application
of price
adjustment

When substituting for the labour indices with the suffix "t" the indices used shall be the averages of the relevant monthly indices during which the work of manufacture or erection as relevant of a particular item in the Price Schedules should have been done according to the Programme of Works.

When substituting for the material indices with the suffix "t" the indices used shall be the indices ruling for the month during which the work of manufacture or erection as relevant of a particular item in the Price Schedules should have commenced according to the Programme of Works.

All payments will be made at the prices bided. Claims for price adjustment shall only apply in respect of amounts relating to work that has already been certified for payment and shall accompany the relevant monthly statement following the publication of all the relevant indices.

In calculating the amount subject to price adjustment, the prices



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bided less all non-labour and non-material constituents shall be used.

Should any financial adjustments be made in respect of an amount paid, a corresponding adjustment shall be made to the price adjustment. The price adjustment shall also be revised should any relevant index be revised. The price adjustment shall be subject to retention.

Retention money will be withheld until all claims for price adjustment have been received. Claims not received within 120 days of the date on which release of the first half of the retention money would otherwise have become due in terms of clause 62(3)(a), shall be deemed to have been waived by the Contractor.

Retention
money

18.1(c) The value of "x" shall be as stated in this section.

Value of
co-
efficients
and indices

For all locally manufactured works and for all erection the values of co-efficients and the indices to be used shall be as stated in the Appendix to these Special Conditions of Contract.

For all imported works the values of the co-efficients and the indices to be used shall be as for locally manufactured works unless an alternative acceptable to the Employer is submitted by the Bidder with his Bid.

*Value of co-efficients and indices:

The Contract Price Adjustment shall be based on the following co-efficients and cost indices for labour and materials:

1. The value of "x" shall be 0,15 (no other value will be acceptable)
2. For components or plant manufactured in the Republic of South Africa excluding electric motors, switchgear, transformer and cables:
 - "L" shall be SEIFSA Index of Actual Labour Cost - Table C.3. (all hourly paid employees)
 - "M" shall be the Production Price Index for Mechanical Engineering Materials - Table G, as issued by the Department of Statistics.
 - "a" and "b" shall be 0,55 and 0,45 respectively;
3. For components of, or complete electric motors, switchgear and transformers manufactured in the Republic of South Africa:
 - "L" shall be the SEIFSA Index of Actual Labour Cost - Table C.3. (all hourly paid Employees)
 - "M1" shall be the SEIFSA Price for Copper per Metric Ton - Table F.
 - "M2" shall be the Production Price Index for Electrical



**THREE YEAR TERM CONTRACT FOR COMMERCIAL DIVING SERVICES WITHIN
OPERATION CLUSTERS (NORTHERN, SOUTHERN, EASTERN AND CENTRAL)
AND DAM SAFETY REHABILITATION PROJECTS. BID DWS 06-1117 WTE**

Engineering Materials -

Table G, as issued by the Department of Statistics.

- "a", "b1" and "b2" shall be 0,50; 0,10 and 0,40 respectively.

4. For cables manufactured in the Republic of South Africa:

- "L" shall be the SEIFSA Index of Actual Labour Cost - Table C.3. (all hourly paid Employees)
- "M" shall be the SEIFSA Price for Copper per Metric Ton - Table F.
- "a" and "b" shall be 0,55 and 0,45 respectively.

5. For erection and commissioning work on Site:

- "L" shall be the SEIFSA Index of Statutory Labour Cost - Fieldforce - Table C.3a (all hourly paid Employees).
- "a" shall be 1,00.

18.1(d) Unless specifically agreed at the time the variation orders are issued or the new rates are fixed, variation orders or new rates fixed in terms of the Contract shall be based on labour and material costs in force at that time and shall NOT be subject to price adjustment. Cost basis of variation orders or new rates

18.1(e) Day work, nominated subcontracts, provisional or prime cost, and any other items based on actual costs or current prices, ordered in terms of the Contract shall NOT be subject to price adjustment. Cost basis of day work of prime cost items

18.1(f) Should an extension for delay be granted, the programme of works shall remain unaltered for all work that has not been directly affected by the reason for the extension. For all work that has been directly affected by the extension, the programme of works will be altered but the price adjustment will be calculated according to the original programme unless specifically otherwise authorised by the Employer. Revisions to programme of works

18.2 Escalation will only be applied to contract work for which contract labour rates have been used to calculate value or price of new quotation after new rates have been approved. The month from which escalation calculations shall commence shall be the month in which this Bid closed.

18.3 The labour rates in the Bid document shall be firm for 6 (six) months where after it may be escalated in accordance with final SEIFSA indices. The indices from table C3 (a) shall be used for the calculations.

18.4 Escalation of rates may be applied for to the Engineer when the SEIFSA rates have been published. Escalation rates shall be used with quotations after the Engineer has approved the rates.

**After the approval of the escalated rates they may be used in the quotations.
No back dated adjustments of rates shall be accepted.**



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- 18.5 All escalation calculations will be based on final or confirmed officially published indices and not provisional indices. Therefore, escalation calculations may only be applied a minimum of 2 months following certification for payment of progress invoices (18.1 (b) paragraphs 4) due to the timing of the SEIFSA indices publications.
- 18.6 Labour cost escalation calculation will be applied on an individual quotation basis and will not be collective.
- 18.7 Materials purchased using the "cost plus agreed mark up" method of pricing will be considered "current" and will not attract escalation adjustment.
- 18.8 Prices/Rates/Variations quoted for work for which no contract rates exist, shall be considered current, and quoted as such, and will not attract escalation adjustment.
- 18.9 Transport rates shall be updated in accordance with Technical Specification and Requirements Paragraph 6.3 No back dated adjustments of transport rates will be accepted.
- 19. PERFORMANCE OF CONTRACTOR**
- 19.1 If found at any stage of the contract period that the services performed of any diving operation thereof deviates from the specified requirements then the Diving Contractor shall be liable and at no extra cost to the Employer to rectify all the work.
- 19.2 Should the Diving Contractor fail to commence investigation/repair as required within a period of 10 days after receipt of written notice thereof, the Employer shall be entitled to have such work carried out by his own staff or by other Diving Contractors at the Contractor's account.
- 19.3 If such work is work that the Diving Contractor should have carried out at his own cost, as detailed below, the Employer shall be entitled to recover the cost thereof from the Diving Contractor or deduct the same amount from any moneys due or that will become due to the Contractor.
- 20. GENERAL GUIDELINES FOR THE CONTRACT**
- 20.1 To facilitate the contractor to issue a quotation, it is important to make out a RFQ (Request for Quotation) in duplicate.
- This document must contain as much details of what is required, as possible.
 - Indicate the full scope of work, specification and intended program.
 - It must also be clearly stated what work will be done by the Department; for instance disconnecting equipment, transporting of equipment etc.
- 20.2 This RFQ document can also serve as a permit to enter and inspect the equipment to be quoted for.



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- 20.3 The RFQ must be signed by the Area Manager or his appointed representative.
- 20.4 Copies of the RFQ must be sent to the Diving Contractor and DWS Head Office. A copy must also be retained on the Area Office file.
- 20.5 The Diving Contractor shall prepare a quotation as per paragraph 6: Quotations. Copies of the quotation will be forwarded to the Area Office and to the Engineer at Head Office. All enquiries by the Area Office and Engineer shall be addressed before an order may be placed and work may commence.
- 20.6 The Area Office will, with the written consent of the Engineer, issue an official order. No work shall commence without an official order.
- 20.7 A copy of the order must be sent to Head Office.
- 20.8 The Contractor must inform the Area Manager at least a week in advance when equipment will be delivered, and when the Technical staff of the scheme will be required to do connections etc.
- 20.9 No site work shall commence without a work permit from the Area Manager or his appointed representative.
- 20.10 When the work is completed, the Diving Contractor's completion certificate must be completed, signed by the Area Manager or his appointed representative and sent to the Diving Contractor, so that they can make out the invoice for payment. A copy must also be sent to Head Office.

ANNEXURE 1:
REQUISITION FORM (RFQ)



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

MECHANICAL AND ELECTRICAL ASSET MANAGEMENT SUPPORT TERM CONTRACT DWS XXXX WTE NWRI

GOVERNMENT WATER SCHEME

REQUEST FOR QUOTATION/COMPLETION CERTIFICATE

Companies Details:

Company's Name			
Telephone		Fax	
Contact		Cell	

Requesters Information:

Scheme Name:		Co- Ordinates:	
Details of Diving Services required:			
Urgency	Break Down	Planned Maintenance	Other X
Additional Information: FSL: Full Supply level (meters above sea level) RL: Deck Level (meters above sea level) PL: Present level(m) on date LL: Bottom level(m) Depth of dive (m) Compulsory site meeting		m m m m m Yes/No	Date: Date:
Full description of Diving Services required.			
Name of Compiler:	Signature of Compiler:	Cell:	
Authorised by Chief Engineer	Signature:	Date:	
Lock out in Place Y__N__.	Cert. Of compliance Y__N__.		

The Area Manger must submit the following information to the Chief Engineer. P Prazan after the completion of the Diving Service:

Diving service Start Date: _____ Diving Services completion Date: _____

The Area Manager must rate the performance and Professionalism of the Diving Contractor, on a scale from 1 to 10

1- Poor	2	3	4	5	6	7	8	9	10-Excellent
---------	---	---	---	---	---	---	---	---	--------------

Comments on performance and/or Professionalism of Diving Contractor:

ANNEXURE 2:
**DEPARTMENT SAFETY AND SECURITY RULES AND
REGULATIONS FOR CONTRACTORS**

BID W XXXX WTE

DEPARTMENT SAFETY AND SECURITY RULES AND REGULATIONS FOR DIVING CONTRACTORS

All Contractors / Sub-contractors / Companies / Persons who perform any tasks on the property of the Department of Water and Sanitation will have to complete the following documents and familiarise themselves with the contents thereof. Before you will be allowed to commence with the work the responsible officer will have to ascertain that:

- the Contractor / Sub-contractor is familiar with the Occupational Health and Safety Act, Act No. 85 of 1993, as amended and will comply with the Act
- the workers have been equipped with the necessary safety equipment and
- these are in a good condition and
- the worker(s) have been briefed about the precautions
- first aid equipment is available
- person(s) on site has knowledge of basic first aid
- the Contractor/ Sub-contractor is familiar with the general safety rules and regulations
- all work will be carried out under constant supervision of the Contractor
- the Contractor/ Sub-contractor is registered with the Compensation Commissioner
- the Contractor/ Sub-contractor abides by the lock-out systems and does a zero energy lockout with his own locks to prevent untimely activating of equipment.
- the whole works and all tools and materials will be at the sole risk of the Contractor/ Sub-contractor until final completion, testing and hand-over
- hot work permits are issued where required (for welding work & all work where open flames are present) General Safety Regulations 9 (5)
- fire fighting equipment is suitable and adequate for all the jobs, wherever it is done. (supplied by the Contractor/ Sub-contractor)
- respiratory equipment is used in confined areas when chemicals are used
- safety harnesses and life-lines are used where necessary
- lifting equipment have load test certificates (the owner of the equipment is responsible) Operators must have training in use of lifting gear

Contractor/ Sub-contractor must abide by the security rules namely:

- Register must be completed for every visit and fire-arms must be declared
- Identification must be provided by person in control
- All goods brought onto premises must be declared and goods may only be removed accompanied by a removal document signed by the officer in control.
- Speed is limited to 40 km/h within the boundary of the Department

DEPARTMENT SAFETY AND SECURITY RULES AND REGULATIONS FOR DIVING CONTRACTORS

I/We namely : _____

ADDRESS: _____

POSTAL CODE _____ TELEPHONE _____

being (a) the Main Contractor
(b) the Sub-contractor

*Delete where not applicable

Appointed by Department of WATER AND SANITATION

1 Acknowledge having receiving a copy of the Department health, safety and security rules and regulations concerning contractors.

2 Appoint _____ ID No. _____ as our representative and the responsible person on site for the duration of my /our work on the premises of The Department of WATER AND SANITATION

3 Authorized by _____

being the "USER" as defined in the Occupational Health and Safety Act, Act 85/1993 to appoint the said (person in 2 above)

4 N.B

(a) This appointment is to be completed by all contractors, as well as every sub-contractor appointed by the Main contractor and is to be handed to the Area Manager or the officer in control by the appointee prior to the commencement of any work on the premises of the Department of WATER AND SANITATION.

(b) Wherever a contractor work on the premises/subsidiaries of the Department of WATER AND SANITATION from time to time or on a continuing basis, this contract shall be valid for one year with the effect from date of contract.

I/We also understand and undertake to familiarise ourselves with the contents of SECTION 37(2) of the Occupational Health and safety act. Act 85/1993.

Signed _____
CHIEF EXECUTIVE OFFICER

Date _____ 20 _____

or 16(2) Appointee (person in control of Contract)

ANNEXURE 3:
**CONTRACTORS INFORMATION FOR
COMPENSATION COMMISSIONER'S PURPOSE**

DIVING CONTRACTORS INFORMATION FOR COMPENSATION COMMISSIONER'S PURPOSE

1. DIVING FIRM: _____
2. ADDRESS AND TELEPHONE NUMBER: _____

3. REASON FOR BEING ON OUR PREMISES: _____

4. COMMENCING DATE OF WORK: _____
5. DATE AT COMPLETION OF WORK: _____
6. IS YOUR FIRM REGISTERED WITH THE COMPENSATION COMMISSIONER: _____

7. YOUR REGISTRATION NUMBER: _____
8. NUMBER OF STAFF ON OUR PREMISES: _____
9. SUPERVISOR'S NAME : _____
10. DID YOUR FIRM NOTIFY THE DEPARTMENT OF LABOUR OF YOUR PRESENCE AT OUR PREMISES: _____

11. PROVIDE A COPY OF THE AUTHORISATION OF THE COMPETENT PERSON ON OUR PREMISES
 AND HIS TELEPHONE NUMBER AT WORK: _____
12. NAME OF THE RESPONSIBLE PERSON OF YOUR FIRM FOR LIAISON PURPOSES WITH THE DEPARTMENT OF LABOUR: _____
 AND HIS TELEPHONE NUMBER: _____
13. NAME LIST OF ALL STAFF MEMBERS ON OUR PREMISES: _____

ANNEXURE 4:
SAFETY AND SECURITY
INSTRUCTIONS FOR DIVING CONTRACTORS

SAFETY AND SECURITY INSTRUCTIONS FOR DIVING CONTRACTORS

GENERAL

- Failure to comply with the contents of this document could result in legal prosecution by the Department of Labour, Planning and/or result in unnecessary costs to the contractor.
- Contractor's Supervisors and employees will be required to comply to the OCCUPATIONAL HEALTH & SAFETY ACT and with all risk and Loss Control Standards. Health and Safety representatives as required by Section 17 of the OHS ACT will be appointed to assist the responsible person to comply with this act.
- All work carried out by contractors shall be under constant supervision.
- Contractors to inform security one day before they intend coming onto the premises at the latest 16:00.
- No contractor will be allowed on the premises if they are not registered with the COMPENSATION COMMISSIONER and Department of Labour. A valid letter of good standing for "Compensation for Occupational Injuries and Diseases Act 130 of 1993 (As Amended)" shall be included in the Contractor's Safety File.
- Contractors will only be allowed to enter the premises with a valid Identification.

ACCIDENT/INCIDENT'S TO WORKMEN AND PUBLIC LIABILITY

7. The contractor shall indemnify the Department of Water and Sanitation against liability for all claims, demands, costs, proceedings, charges, expenses and compensation payable by law or by Industrial Council Agreement in respect of or in consequence of any accident or injury to any workman or other persons engaged in or upon the services of the Contractor or Sub-Contractors, or any public liability or third party claim against the Department of WATER AND SANITATION resulting from the activities of the Contractor or Sub-Contractor.
8. The contractor shall ensure; in it's own name, against liability for all such claims, demands, costs, proceedings, charges, expenses and compensation and shall continue such insurance during the whole time that any persons are employed by it or the Contractor is on Department property.

9. Provided always that, in respect of any person/s employed by any Sub-Contractor, the contractor's obligation shall be satisfied if the Sub-Contractor shall have insured against the liability.
- Insurance policies and renewals required in terms of this clause shall be produced to the Department of Water and Sanitation if required.
10. All injuries/incidents suffered by the Contractor /Sub-Contractor shall be reported to the Health and Safety Co-ordinator without delay.
5. All injuries/incidents shall be investigated on the prescribed form provided by the Department of Labour within the allotted time frame.
6. The Contractor shall use its best endeavours to keep confidential and prevent disclosure of information known-how or data disclosed to the Contractor by or on behalf of the Department of Water and Sanitation in the course of or as a result of or in connection with the Contract.
11. Confidential information may be disclosed by the Contractor on a confidential basis only to employees, vendors and Sub-Contractors who require such information in the performance of their work in connection with the Contract.
12. The Contractor shall not use or permit to be used any confidential information in the performance of any work for persons other than those of the Department.

WE HEREBY AGREE TO ABIDE BY THE ABOVE RULES AND REGULATIONS.

NAME OF CONTRACTOR:

SIGNATURE OF THE CONTRACTOR OWNER:

SIGNATURE OF RESPONSIBLE PERSON:

DATE:

ANNEXURE 5:
CERTIFICATE OF COMPLIANCE

CERTIFICATE OF COMPLIANCE

This certificate must be completed in duplicate by the officer in control of work to be done by a contractor on the premises of the Department of Water and Sanitation.

I _____

Have checked the equipment and the ability of the contractor in respect of the work to be performed.

I have checked:

Description	Condition	Remark
First aid Kit		
Fire Fighting		
Lifting equipment		
Respiratory equipment		
Hot work permit		
Safety Harness		
Life Lines		
Lock-out		
Ladders		
Electrical equipment		

I Have received:

Description	Yes/No	Remark
Signed indemnity form		
Names of responsible persons		
List of tools and equipment		
Certificates for lifting equipment		

I declare that the person in control has knowledge of the OSH act, is aware of the safety hazards connected to this work and that the equipment is in a serviceable condition to perform the required tasks.

	DWS	Contractor
Signed		
Position		
Place		
Date		

ANNEXURE 6:
SUMMARIZED CV TEMPLATE AND BLANK

**BLANK FORM TO BE COMPLETED FOR EACH REQUIRED CV FOR
BIDDING PURPOSES NO OTHER CV FORMATS MUST BE SUBMITTED**

CURRICULUM VITAE (EXAMPLE)

Name	: John Dlamini	Date of birth	: 68-07-27
Profession	: Area Manager	Nationality	: South African
		Date Obtained	: 68-07-27
Qualifications	: N2 – Fitting and Turning, Mathematics, Engineering Drawing		
	: N3 – Mechanical Technics, Engineering Drawing, Science		
	: Trade Test National Diploma / Olifantsfontein – Fitter & Turner		
Name of Employer	: Dlamini Engineering projects		
Current position	: Area Manager	Years with Firm	: 5 years
<u>Employment record</u>			
COMPANY:	ABC Engineering – Water Services		
POSITION:	Senior Project Supervisor		
PERIOD:	8 Years		
COMPANY:	ABC Power – TMS m- Matla Power Station		
POSITION:	Fitter		
PERIOD:	7 Years		
COMPANY:	Alto Ada - Middelburg		
POSITION:	Production Turner		
PERIOD:	4 Years		
COMPANY:	Jolani Power Station		
POSITION:	Apprentice Fitter & Turner		
PERIOD:	5 Years		
<u>Experience record Pertinent to Required service:</u>			
Mechanical & electrical management of Schemes			
Customer relations			
SHE management			
Risk Management & Quality control & Assessment			
Maintenance and refurbishment of pumps, valves, compressors & blowers			
Maintenance and refurbishment of Lube-oil systems, Water purification, bearings			
Refurbishment of sluice gates, stop logs, crest gates etc.			
Water transfer pipe line maintenance and repair			
Maintenance on turbines			

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the Schedule

.....
Date

CURRICULUM VITAE

[illegible]

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

Signature of person named in the Schedule

Date _____



Part 5

BID DWS 06-1117 WTE

TECHNICAL SPECIFICATION AND REQUIREMENTS

**Commercial Diving Contract for the Work of Mechanical /
Electrical and Civil Engineering Underwater Plant**

Maintenance installations and equipment associated with the Department of Water and Sanitation in Northern, Southern,
Eastern and Central Operations



1. CORROSION PROTECTION

- 1.1. The contractor shall be responsible for ensuring that he is fully conversant with the requirements of the standard corrosion protection specification DWS 9900 and the relevant coating systems.
- 1.2. All equipment to be repaired or refurbished shall be coated in accordance with the above specification.

2. QUALITY CONTROL

- 2.1. The contractor or approved sub contractor shall adhere to the departmental specification DWS 2020.
- 2.2. The contractor's quality management system shall be in accordance with SANS ISO 9001: 2000.
- 2.3. The contractor shall implement a comprehensive quality control programme and accept full responsibility for the quality of his workmanship and the material used, irrespective of any quality surveillance that may be carried out by the engineer or his appointed representative.
- 2.4. In keeping with the principles contained in the above-mentioned code of practice, the contractor or any nominated and approved sub-contractor(s) shall -
 - (a) be responsible for compliance with all the clauses of this specification in every respect;
 - (b) carry out all inspections and tests called for in the specification in the presence of the Engineer or his appointed representative. The cost of these inspections and tests shall be included in the price; and
 - (c) Draft a quality control plan for manufacture and compliance with the Departmental quality plan for corrosion protection of all components indicating all the intended stages of testing during manufacture, cleaning, preparation and application as well as hold points for independent quality surveillance.
- 2.5. The quality control plans shall not be compromised once it has been agreed upon and shall be adhered to at all times.



3. WORKSHOP ASSEMBLY

- 3.1. To minimise actual on-site time and to assist in the erection and installation activities to be performed on site, all components, equipment and sub-assemblies shall be assembled at the contractor's workshop.
- 3.2. Individual components, units etc. of which the prior installation / assembly is not feasible or advisable, shall be clearly marked in such a manner that the actual installation / assembly thereof on site can be completed in the minimum time with a minimum of fitting and adjusting required.
- 3.3. Equipment should be delivered to site in the largest sub-assemblies that are practical and advisable.
- 3.4. For the purpose of performing factory tests as required in terms of this Specification and where considered practical according to the discretion of the Engineer, complete assemblies will be required.

4. STANDARDS

- 4.1. Unless otherwise specified all materials must comply with SANS specifications. The general applicable standards specifications for work carried out in accordance with this specification shall be:

DWS 2510	:	Standard specification for the supply of valves
DWS 9900	:	Standard specification for Corrosion Protection
DWS 2020	:	Standard specification for Quality Control
SANS 10142	:	All Electrical Specifications plus DWA Specifications
SANS 10142-2	:	Medium Voltage equipment
SANS 10064	:	Preparation of steel surfaces for coatings.
SANS 150	:	PVC-insulated cables.
SANS 152	:	Triple-pole on-load isolators.
SANS 156	:	Magnetic circuit breakers.
SANS 177	:	HV Insulators (Class B).
SANS 178	:	HV Non-Current Carrying Accessories.
SANS 182	:	Conductors for Overhead Electrical Transmission Lines
SANS 221	:	Steel cross-arms.
SANS 555	:	Transformer oil.
SANS 121	:	Hot-dip Galvanising.
SANS 767	:	Earth leakage Relays.
SANS 780	:	Transformers.
SANS 784, 1195	:	Solid drawn high conductivity copper.
SANS 808	:	Glands for PVC-insulated cables.
SANS 890, 891	:	Ballast's for tubular fluorescent lamp luminaries.
SANS 1041	:	Fluorescent lamps.
SANS 1091	:	National colour standards for paints.
SANS 1119	:	Tubular fluorescent lamp luminaries.
SANS 1130	:	Glass fibre-reinforcing material for pipe wrapping.
SANS 1136	:	Cold-applied bitumen primer for steel pipeline protection.



**THREE YEAR TERM CONTRACT FOR COMMERCIAL DIVING SERVICES WITHIN OPERATION CLUSTERS
(NORTHERN, SOUTHERN, EASTERN AND CENTRAL) AND DAM SAFETY REHABILITATION PROJECTS.
BID DWS 06-1117 WTE**

SANS 1137	:	Hot applied bitumen for steel pipeline protection.
SANS 1178	:	The production of lined and coated steel pipes using bitumen or coal tar enamel.
SANS 1180	:	Flush mounted distribution boards.
SANS 1217	:	The production of painted and powder coated steel pipes.
SANS 1250	:	Capacitors for tubular fluorescent lamp luminaries.
SANS 1274	:	Coatings applied by the Powder-coating process.
SANS 1344	:	Medium duty solvent detergent.
SANS 5770	:	Cleanliness of blast-cleaned steel surfaces for painting (freedom of soluble salts).
SANS 5772	:	profile blast –cleaned steel surfaces for painting (profile gauge)
SANS 5769	:	cleanliness of blast cleaned steel surfaces for painting (freedom from dust and debris).
SANS ISO 1461	:	Hot dip galvanised coatings on fabricated iron and steel articles.
SANS ISO 2063	:	Metallic and other inorganic coatings – thermal spaying.
SANS ISO 2808	:	Determination of film thickness.
SANS ISO 8501-1	:	Preparation of steel substrates before application of paints and related Products - Visual assessment of surface cleanliness – Part 1 Rust grades and preparation grades of steel substrates after overall removal of previous coatings.
SANS ISO 8504-2	:	Preparation of steel substrates before application of paints and related Products – Surface preparation methods – Part 2 Abrasive blast cleaning.
SANS ISO 8503	:	preparation of steel substrates before application of paints and related products – Surface roughness characteristics of blast cleaned steel substrates.
SANS ISO 14713	:	protection against corrosion of iron and steel in structures – guidelines.
ISO 752	:	Zinc ingots.
BS 37	:	kWh meters.
BS 89	:	Indicating instruments.
BS 5493	:	Protective coating for steel structures against corrosion.
BS 3938	:	
IEC 185	:	Current transformers.
IEC 51	:	Running hour meters.
IEC 99-1	:	Surge Arrestors.
EN 1179	:	Zinc and Zinc alloy – primary zinc.

- 4.2. Where no applicable SANS Specification exists all materials must comply with the equivalent DIN, IEC, IP or BSS specifications or be of the quality as specified.



6. CONTRACT RATES

6.1 STAFF

The diving contractor shall complete the table below:

	CLASSES OF DIVING	DIVING DEPTH	PART OF STAFF (YES/NO)
1.	Class I Saturation diver(s)	at least 100 metres	
2.	Class II Surface Supplied mixed gas diver(s)	not exceeding 70 metres	
3.	Class II Surface Supplied air diver(s)	not exceeding 50 metres	
4.	Class III Surface Supplied nitrox diver(s)	not exceeding 30 metres	

* Failure to complete the above table may render your bid non-responsive.

** Summarised Curriculum Vitae of the divers that form part of your staff (core team) shall be attached to your bid.

Pre-qualification for saturation diving (75 meters and deeper)

If indicated Yes (on the above table) for "Class I Saturation diver(s)" provide your Track Record & Experience (schedule of similar work and value), with contactable references. In addition, reference letter from at least three (3) previous clients of major projects should be attached.

List the numbers (quantity) of staff in the following categories presently available within your own organisation:

Project Management	_____
Class I saturation diver	_____
Class II surface-supplied mixed gas diver	_____
Class II surface-supplied air diver	_____
Class III surface supplied nitrox diver	_____
Diving Supervisor(s)	_____
Dive Systems Technician	_____
Boat Skipper	_____
Driver (EHMV - Extra Heavy Motor Vehicle)	_____
Driver Operator (Extra Heavy Motor Vehicle with crane)	_____
Semi Skilled	_____
General Workers	_____
Administrators	_____

Other:

_____	_____
_____	_____



6.2 LABOUR COSTS

The following labour costs per appropriate skill level is required (per hour, unless otherwise specified). All prices given must **exclude** VAT. The labour costs herewith will be used during the Contract period to evaluate quotations submitted by the appointed.

LEVEL	NORMAL TIME	OVERTIME	TRAVELLING TIME	DAILY LIVING OUT ALLOWANCE
Project Manager				
Class I saturation diver				
Class II surface-supplied mixed gas diver				
Class II surface-supplied air diver				
Class III surface supplied nitrox diver				
Diving Supervisor				
Dive Systems Technician				
Boat Skipper				
Driver (EHMV)				
Driver Operator				
Semi-Skilled				
General Worker				
Other:				



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Working Hours:

The contractor shall work 9 hours per day. Time shall be in accordance with DWS regulations or as agreed between the Contractor and DWS

Overtime:

The Contractor shall request to the Department in writing approval prior to working overtime. The contractor shall indicate the benefit of the overtime to the Department, before this approval is granted. Emergency repairs will be exempted from the above prior approval process. Overtime shall be in accordance with the Basic Conditions of the Employment Act.

Travelling time:

The travelling time shall be the rates charged for personnel while travelling to and from site in order to execute the required tasks. Only 70% of the labour rate may be claimed for travelling.

Living Out Allowance:

The living out allowance shall include all food costs as well as any other costs that might arise when staying out, excluding accommodation.

Accommodation:

The Cost containment circular as updated from National Treasury shall apply.

1. Contractors Mobile Accommodation (*furnish full rates and/or unit costs for these*). Failure to do so shall render this option none-available for the duration of contract.
2. Approved Establishments (Hotel, Guesthouses etc.) A maximum of **R1,400.00** per person per night including dinner, bed, breakfast and parking shall be claimed. Approved establishments invoices shall be attached during invoicing of diving operations.



6.3 TRANSPORT COSTS

Tariff is in cents per kilometre (exclusive of VAT) as from the dates below: No back charge of tariffs will be made before the under-mentioned dates for invoices already processed.

These rates are updated on a monthly basis by the Department of Transport.

Petrol

Engine swept volume CC	Sedan/station wagon	Light delivery vehicle (LDV) 4x2	Light delivery vehicle (LDV) 4x4	Mini bus/MPV
	A	B	C	D
	From Aug 2017	From Aug 2017	From Aug 2017	From Aug 2017
Up to 1250	259.4	218.8	376.6	342.0
1251 to 1550	326.7	286.1		366.1
1551 to 1750	353.1	308.5		
1751 to 1950	405.4	351.5		
1951 to 2150	425.2	400.9	427.9	427.7
2151 to 2500	491.4	409.0		500.3
2501 to 3500	616.2	434.7		642.4
Over 3500	716.2	494.3	563.7	712.6

Diesel

Engine swept volume CC	Sedan/station wagon	Light delivery vehicle (LDV) 4x2	Light delivery vehicle (LDV) 4x4	Mini bus/MPV
	A	B	C	D
	From Aug 2017	From Aug 2017	From Aug 2017	From Aug 2017
Up to 1250	243.3	252.6	384.1	462.8
1251 to 1550	302.9	322.7		
1551 to 1750	333.1	333.2		
1751 to 1950	347.3	364.2		
1951 to 2150	394.8	368.8	459.5	574.4
2151 to 2500	462.0	400.8		
2501 to 3500	596.3	405.8	513.1	614.6
Over 3500		553.7	581.5	703.5

The maximum permissible vehicle rates to be claimed during the execution of this assignment are written in **bolded** above, hence they are:

SEDAN/SUV/MPV : 1600cc (petrol or diesel)
LDV 4x2/4x4 : 2500cc (petrol or diesel)



6.3.1 GREATER CAPACITY VEHICLES

The utilization of vehicles with greater engine capacity than above shall be requested in writing, where again, the Contractor shall indicate the benefit for to the Department for consideration.

6.3.2 HEAVY & EXTRA HEAVY MOTOR VEHICLES

Heavy and Extra Heavy Motor Vehicles (Diesel)

Load Capacity in (Tonne)	Rate per Kilometre (Rand/km)
5 to 8 Tonne (drop-side)	
5 to 8 Tonne (with crane)	
10 to 14 Tonne (drop-side)	
10 to 14 Tonne (with crane)	
20 to 30 Tonne (flat-deck)	

RATE PER KILOMETRE (Rand/km) = this rate does not include the driver/operator and is expressed in rand/km.

NOTE:

- Rates for all vehicles not listed above must be supplied by the bidder for approval.
- There is no provision for an additional rate for towing a trailer.
- Bidders are encouraged to furnish hourly rates or kilometre rates of plant applicable to the execution of this contract.



7. TECHNICAL SCHEDULES

Bidders are advised that it is in their best interest to provide accurate and detailed information in answer to all questions asked in the TECHNICAL SCHEDULES.

A. SCHEDULE OF PRICES

The Engineer reserves the right to correct any arithmetical errors found in the completed schedules.

B. GENERAL INFORMATION

Client's Name: Department of Water and Sanitation, National Water Resource Infrastructure (NWRI)

Bid Name: Three Year Term Contract for Diving Services within Operation Clusters (Northern, Southern, Eastern and Central) and Dam Safety Rehabilitation Projects.

Bid Number: W XXXX WTE

Are you able to perform all the work that this Bid calls for ☐ YES ☐ NO

C. BIDDED RATES

Are all your bid rates firm? ☐ YES ☐ NO

State which are not and the reasons why.



**THREE YEAR TERM CONTRACT FOR COMMERCIAL DIVING SERVICES WITHIN OPERATION CLUSTERS
(NORTHERN, SOUTHERN, EASTERN AND CENTRAL) AND DAM SAFETY REHABILITATION PROJECTS.
BID DWS 06-1117 WTE**

D. SUBCONTRACTORS

Will subcontractors perform portions of the work bidden for? ☐ YES ☐ NO

Are your sub-contractors BBBEE rated? ☐ YES ☐ NO

If yes, list the subcontractors below (If inadequate space please attached a list with full details)

What percentage mark-up charged on work performed by Subcontractors will be calculated in accordance with Part 4 Conditions of Bid, Paragraph 6.3.4. _____ %

E. STAFF

List the numbers of staff in the following categories presently available within your own organisation:

Project Management	_____
Class I saturation diver	_____
Class II surface-supplied mixed gas diver	_____
Class II surface-supplied air diver	_____
Class III surface supplied nitrox diver	_____
Diving Supervisor	_____
Dive Systems Technician	_____
Boat Skipper	_____
Driver (EHMV - Extra Heavy Motor Vehicle)	_____
Driver Operator (Extra Heavy Motor Vehicle with crane)	_____
Semi Skilled	_____
General Workers	_____
Administrators	_____

Other:

_____	_____
_____	_____

It is an expressed condition that the Contractor shall execute the work on this contract under the supervision of a competent person (Refer to Part 4, paragraph 5.8.2).

Will you execute the work on this contract under the supervision of a competent person?

☐ YES ☐ NO



**THREE YEAR TERM CONTRACT FOR COMMERCIAL DIVING SERVICES WITHIN OPERATION CLUSTERS
(NORTHERN, SOUTHERN, EASTERN AND CENTRAL) AND DAM SAFETY REHABILITATION PROJECTS.
BID DWS 06-1117 WTE**

F. EXPERIENCE

Do you have proven experience to perform the activities and work called for in this document?

☐ YES

☐ NO

List all previous undertakings:

G. OCCUPATIONAL HEALTH AND SAFETY

i) Are you conversant with the Occupational Health and Safety Act, Act 85 of 1993 (and it's Regulations)?

☐ YES

☐ NO

ii) Will you prepare a Safety File for all site activities?
(Refer to Annexe F of Part 4)

☐ YES

☐ NO

iii) Will you comply with the "Department Security Rules and Regulations for Contractors" (Annexe A of Part 4)?

☐ YES

☐ NO

iv) Will you comply with "Safety and Security Instructions for Contractors" (Annexe C of Part 4)?

☐ YES

☐ NO



8. PRICING SCHEDULES

ITEM A. GRASSRIDGE DAM (Eastern Cape Province)

1. SCOPE OF WORK

1.1. Grassridge Dam Scope of Work - : Diving Services required(Background information)

- 1.1.1. Grassridge Dam was built on the Great Brak River, 30km south west of Hofmeyer in the Eastern Cape in 1924, by the Great Fish River Irrigation Board. Its primary purpose is irrigation. Since the early seventies, it is also used as a balancing dam for the water from the Orange River which supplies water to the Fish and Sundays River Valleys as well as the Municipalities of Cradock, Grahamstown and Nelson Mandela Metro.
- 1.1.2. Rehabilitation works are required to the earth dam wall, concrete spillways and outlet works to upgrade the dam to meet dam safety requirements. The Contractor shall take note that the Department of Water and Sanitation Construction Division is established on site until approximately December 2013 to execute the civil contract as well as a Mechanical and Electrical (M&E) Contractor to rehabilitate M&E components. The necessary coordination needs to be established between the three Contractors.
- 1.1.3. The right bank outlet works comprise an outlet tower about 30m from the bank connected to a 3.0m diameter concrete tunnel discharging into a stilling basin with a Crump measuring weir, downstream. The tower is reached by a pedestrian bridge spanning 30m and supported in the middle by a concrete pier. The tower has a vertical central intake with four square intakes radially arranged below the water.
- 1.1.4. The left bank outlet works comprises two radial gates 3.5m by 2,43m. One of these gates as well as the service gate in the form of a stop block needs to be refurbished.

1.2. Detailed statement of scope of work:

- 1.2.1. Due to construction works at the new outlet structure the old inlet tower at the dam was put into operation as not to interrupt the supply to users. Upon attempting to close the wall sluices in the old outlet tower it was found that they do not seal/close satisfactory. These sluices have to be removed and replaced with new wall sluices. This needs to be completed before any refurbishment works can be done in the tower and the civil works in the tunnel is also dependent on sealing off effectively any inflows to the tower.
- 1.2.2. The cylindrical valve inside the tower will be in the closed position ensuring no flow conditions to create a safe environment for the divers to work.
- 1.2.3. Before any refurbishment can commence, divers will need to remove an unknown number of sandbags that was lowered down in front of one or more wall sluices. The sandbags were an attempt to seal off leaks at the wall sluices.
- 1.2.4. Currently the silt level in the dam is higher than the invert of the sluice gates. A certain amount of dredging will have to be done in front of all the wall sluices in order to position a caisson against the tower wall. This caisson will act as a "coffer dam" and is required to enable the M&E Contractor to replace the existing wall sluices in the dry.

1.2.5. Divers will also be required to position, install and if need be, seal off any leaks between the caisson and the tower wall. The caisson must be fitted on and removed from the tower at all four wall sluices, on four different occasions.

1.2.6. The M&E Contractor requires dry conditions at the radial gate when refurbishment is to be done. The service gate upstream of the radial gate is supposed to provide the required conditions. It was tested and it does not seal properly. The leaks will have to be sealed prior to the commencement of the refurbishment and the seal will have to be effective to last for a period of four weeks.

1.2.7. Once the radial gate has been refurbished, the service gate will be removed in order to fit new seals to the gate. An inspection dive will be required to establish the condition of the guide rails of the radial gate. If it is not in an acceptable condition, these rails will have to be removed and replaced by refurbished or new rails fitted

1.3. Proposed sequence of activities:

1.3.1. The Old Outlet Works

1.3.1.1. Divers to do an inspection dive to ascertain the extent of sandbag removal as well as the extent of dredging to be done.

1.3.1.2. Divers to remove sandbags and any other obstructions in front of the wall sluices.

1.3.1.3. After removal of sandbags a safe working area need to be cleared in front of all four wall sluices by means of de-silting. Silt must be deposited at a location far enough from the working area not to influence the work and must be to the satisfaction of the Engineer.

1.3.1.4. After completion of the de-silting, divers to install a caisson in front of first wall sluice. This operation must be completed on three more occasions at approx three week intervals. A final programme will be drawn up together with the M&E Contractor.

1.3.1.5. The caisson will be supplied by others.

1.3.1.6. Divers to remain on standby until caisson is emptied and then to seal off any leaks effectively that may still occur. These seals must stay secure and in place for at least three weeks.

1.3.1.7. The seals to the service gate at upstream of the radial gate will require a separate mobilisation and de-mobilisation, because it might not be possible to synchronise this work with the work at the old tower.

1.3.1.8. Removal of caisson.

1.3.2. The Radial Gate Outlet Works:

1.3.2.1. Divers to do an inspection to familiarise them with conditions at hand.

1.3.2.2. Divers to seal off any leaking joints present in order for refurbishment works to commence on radial gate.

1.3.2.3. After works are completed on radial gate, the service gate will be removed by the M&E Contractor for refurbishment.

1.3.2.4. With the service gate removed and the radial gate in a closed position, the divers must remove the service gate guides for refurbishment and re-install them (or new ones) as soon as works are completed on the guides.

1.3.2.5. **Note:** The programming of work at the old tower and at the radial gate will have to be done jointly with the Client and the M&E Contractor.

1.4. Additional information

- 1.4.1. Access to the dam is via a dirt road.
- 1.4.2. Visibility is poor to zero.
- 1.4.3. Accommodation: Various guesthouses in and around Cradock.
- 1.4.4. Estimated time to complete the project is 600 hours.
- 1.4.5. Diving company must also allow for 7 mobilisation and demobilisation occasions for unforeseen circumstances i.e. weather, sourcing of other equipment, etc. This must be clearly indicated in the pricing.
- 1.4.6. Diving company must be completely self sufficient in all areas of completing the project. Any assistance must be discussed with the engineer timeously and it must be understood that in some cases it might not be possible.
- 1.4.7. A suitable barge must also be allowed for and the availability of one from the employer can be discussed but its availability must not be taken for granted.
- 1.4.8. Diving company to supply all diving equipment as well as equipment and consumables to complete the project safely.
- 1.4.9. Diving company must also supply own boat/rubber duck for transport to and from the barge.
- 1.4.10. Dive team must ensure that a broco cutting set is available should it be needed as in some cases a hydraulic grinder will prove to be unwieldy and not as effective.

1.5. Report on diving services rendered

1.5.1 Method statement

2. OFFERS FOR ITEMS WHICH CAN NOT BE QUANTIFIED AT TIME OF BIDDING.

2.1. Time rate basis for bidding purposes only.

- 2.1.1. The Bidders shall submit a price on the following basis for bid evaluation only, as the actual diving operation can not be quantified exactly. Bidders are requested to bid for these items on the estimates as stated below:

DESCRIPTION	ITEM NUMBER	TIME ESTIMATE FOR ITEM
Grassridge Dam	Diving services (7.1)	Approximately 40 days expected normal diving time, but could be 73 days.
	Reports (6)	Compile reports = 4 days
Duration	All work	Approximately four months

2.2. Actual contract values

- 2.2.1. The final invoice and payment will be based on the actual diving times and operations at the quoted rates.
- 2.2.2. **Note: The divers must attach their transport log sheet, time sheet, accommodation costs, etc to their invoices as proof of all their expenditures prior to final payments by DWS.**

3. SCHEDULED DATES OF CONTRACT

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3.1. Scheduled commencement dates for diving operations (73 days Diving Operations)

Item No.	Brief description of item	Site	Scheduled dates
1.(a)	Mobilisation (Eight)	Grassridge dam	To be confirmed with Area Office
1.(b)	Site establishment (Eight)	Grassridge dam	To be confirmed with Area Office.
2.	2.1 Inspection dive 2.2 Remove sandbags 2.3 Dredge 2.4 Install caisson. M&E Contractor to dewater. 2.5 Seal any leaks. 2.6 Detach and remove caisson Repeat 2.4 to 2.6 for three other gates.	Grassridge dam	As soon as site establishment is completed
3.	3.1 Inspection Dive and seal service gate upstream of Radial gate. 3.2 Remove service gate guide rails 3.3 Re-install guide rails.	Grassridge dam	To be confirmed by M&E Contractor
4.	Detailed Technical Report on diving operations (4 days) Report to be supplied within 5 days of respective dives.	Grassridge dam	4.1 Initial report to be handed over on site after the investigation dive. 4.2 Final report within five days after the completion of the diving works after testing the system.
1.(c)	Demobilisation (Eight)	Grassridge dam	To be completed within two days after completion of Item 2.

4. LOCATION OF SITE:

4.1. Grassridge dam

- 4.1.1. The dam is situated approx 45km outside Cradock in the Eastern Cape Province.
4.1.2. Coordinates: S31° 46' 10.2" E25° 28' 11.5"

4.2. Road map

- 4.2.1. See any commercially available road map.

5. Depth of dive

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5.1. Grassridge dam

- 5.1.1. F.S.L. = 1057.8 m Full Supply Level (metres above sea-level)
P.L. = 1055 m Present level (m) on date 01 September 2011
L.L. = 1042.8 m Bottom level (m)

Then:

- F.S.L. - L.L. = Maximum possible depth of dive (uncorrected)
P.L. - L.L. = Actual depth of dive (uncorrected) (m)

- F.S.L. - L.L. = 15 m
P.L. - L.L. = 13 m

- 5.1.2. **Remarks:** The successful bidder should confirm the actual value of the Present Level (P.L) from the Scheme manager/Area Engineer just prior to commencing with diving operations.

6. DETAILED REPORT(S) ON DIVING SERVICES

- 6.1. Time estimated 4 (days) Rate per day R _____ Rate for 4 days R _____
6.2. Provide final report with colour pictures.

7. PRICE SCHEDULES

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Note:

- a) Rate for diving, mobilisation, site establishment, demobilisation costs etc. for an estimated period of 73 days.
- b) Adjudication of this bid will be evaluated in a 73 days diving operation.
- c) This price schedule must be completed for your bid to be considered.
- d) **Note: All items must be completed by the Bidder**

7.1. Diving rates (9 hours per day) for a seventy-three days diving operation

7.1.1. Day rates for diving team on site if not diving
Day rate R _____

7.1.2. Number of divers _____ Normal day.
Rates per hour R _____ R _____ 73 days (number of divers _____)

i. State which classes of divers and diving supervisors will be used for this diving operation and state how many divers per class : _____

7.1.3. **Diving supervisor rates: Rate per hour** R _____ R _____ (day rate)
R _____ (73 days rate)

7.2. Mobilisation, site establishment and demobilisation

7.2.1. Mobilisation (including transport costs from home basis to site) R _____ (once)
R _____ (eight times)

7.2.2. Site establishment R _____ (once) R _____ (eight times)

7.2.3. Demobilisation (including transport costs from site to home basis)
R _____ (once) R _____ (eight times)

7.2.4. **Total for paragraph 7.2.1, 7.2.2, 7.2.3** R _____ (eight times)

7.3 Occupational Health and Safety

7.3.1 Occupational Health and Safety Rate per day: R _____

7.4 SUMMARY TOTAL COST FOR ITEM A:

7.4.1. Diving Operations for 73 days

ITEM	DESCRIPTION for 73 days diving operations	BID PRICE (EXCL. VAT)
6	REPORTS ON DIVING SERVICES (4 days)	R
7.1	DIVING RATES (divers + supervisors for duration of diving services) (7.1.2 & 7.1.3) (73 days)	R
7.1.1	DIVING RATE FOR DIVING TEAM ON SITE IF NOT DIVING (only day rate)	R
7.2	MOBILISATION, SITE ESTABLISHMENT AND DEMOBILISATION (EIGHT)	R
7.3.1	OCCUPATIONAL HEALTH AND SAFETY	R
TOTAL COST FOR ITEM A (EXCL. VAT)		R

7.4.2. Note: All items must be completed by the Bidder.

ITEM B. FLORISKRAAL DAM (Eastern Cape Province)

1. SCOPE OF WORK

1.1. Floriskraal Dam Scope of Work - : Diving Services required (Background information)

1.1.1. Floriskraal Dam is a dam on the Buffels River, near Laingsburg, Western Cape, South Africa. It was established in 1957.

1.1.2. The radial gates at Floriskraal dam were last refurbished in the late 1980's. These radial gates have not been refurbished for more than 20 years. It was decided that an inspection on the upstream side of the gates should be carried out to inspect the condition of the gates. The intake to these radial gates however has more than 5m of sludge and need to be cleared by scouring and dredging before installing a service gate.

1.1.3. The scope of work will involve airlifting in front of radial gate number one (1) and assist with installing and removal of a service gate for inspection of the radial gates.

1.2. Detailed statement of Scope of Work:

1.2.1. Divers will also be required to position, install and if need be, seal off any leaks between the caisson and the tower wall. The caisson must be fitted on and removed from the tower at all four wall sluices, on four different occasions.

1.2.2. The M&E Contractor requires dry conditions at the radial gate when doing the inspection. The service gate upstream of the radial gate is supposed to provide the required conditions. If the service gate is tested and found not seal properly the leaks will have to be sealed prior to the commencement of the inspection and the seal will have to be effective to last for a period of four weeks.

1.2.3. Once the radial gate has been inspected, the service gate will be removed. An inspection dive will be required to establish the condition of the guide rails of the radial gate. If it is not in an acceptable condition, these rails will have to be removed and replaced by refurbished or new rails fitted

1.3. Proposed sequence of activities:

1.3.1. Duration is estimated to be 20 Days.

1.3.2. Scour by fully opening the Radial Gate.

1.3.3. Close the Radial Gate after completing the scouring exercise.

1.3.4. Desilt in front of the radial gate and ensure access for the stoplogs.

1.3.5. Install stoplogs upon completion of desilting process.

1.3.6. Seal of all possible leaks on stoplogs.

1.3.7. Divers can then demobilise upon completion sealing of leaks process.

1.3.8. Inspection on the Radial gate no 1 will then be conducted.

1.4. Additional Provisions

1.4.1. Divers should be prepared for another 2 mobilisation if required. This would mean another 15 days on site if requested by the Department.

1.5. Report on diving services rendered

1.5.1. Method statement

2. OFFERS FOR ITEMS WHICH CAN NOT BE QUANTIFIED AT TIME OF BIDDING.

2.1. Time rate basis for bidding purposes only.

2.1.1. The Bidders shall submit a price on the following basis for bid evaluation only, as the actual diving operation can not be quantified exactly. Bidders are requested to bid for these items on the estimates as stated below:

DESCRIPTION	ITEM NUMBER	TIME ESTIMATE FOR ITEM
Floriskraal Dam	Diving services (7.1)	Approximately 40 days expected normal diving time, but could be 73 days.
	Reports (6)	Compile reports = 2 days
Duration	All work	Approximately four months

2.2. Actual contract values

2.2.1. The final invoice and payment will be based on the actual diving times and operations at the quoted rates.

2.2.2. **Note: The divers must attach their transport log sheet, time sheet, accommodation costs, etc to their invoices as proof of all their expenditures prior to final payments by DWS.**

3. SCHEDULED DATES OF CONTRACT

3.1. Scheduled commencement dates for the 73 days diving operations

Item No.	Brief description of item	Site	Scheduled dates
1.(a)	Mobilisation (Eight)	Floriskraal dam	To be confirmed with Area Office
1.(b)	Site establishment (Eight)	Floriskraal dam	To be confirmed with Area Office.
2.	2.1 Inspection dive 2.2 Remove sandbags 2.3 Dredge 2.4 Install caisson. M&E Contractor to dewater. 2.5 Seal any leaks. 2.6 Detach and remove caisson Repeat 2.4 to 2.6 for three other gates.	Floriskraal dam	As soon as site establishment is completed
3.	3.1 Inspection Dive and seal service gate upstream of Radial gate. 3.2 Remove service gate guide rails 3.3 Re-install guide rails.	Floriskraal dam	To be confirmed by M&E Contractor
4.	Detailed Technical Report on diving operations Report to be supplied within 5 days of respective dives.	Floriskraal dam	4.1 Initial report to be handed over on site after the investigation dive. 4.2 Final report within five days after the completion of the diving works after testing the system.
1.(c)	Demobilisation (Eight)	Floriskraal dam	To be completed within two days after completion of Item 2.

4. LOCATION OF SITE:

4.1. Floriskraal Dam

4.1.1. The dam's physical address is ± 13 km outside Laingsburg on the R323, turn left for another 8 km. Western Cape Province.

4.1.2. Coordinates: S 33°17'30" E 20°59'6"

4.2. Road map

4.2.1. See any commercially available road map.

5. Depth of dive

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5.1. Floriskraal Dam

- 5.1.1. F.S.L. =1050 m Full Supply Level (metres above sea-level)
P.L. =1045 m Present level (m) on date
L.L. =1030 m Bottom level (m)

Then:

- F.S.L. – L.L. = Maximum possible depth of dive (uncorrected)
P.L. – L.L. = Actual depth of dive (uncorrected) (m)

- F.S.L. – L.L. = 20m
P.L. – L.L. = 15m

- 5.1.2. **Remarks:** The successful bidder should confirm the actual value of the Present Level (P.L) from the Scheme manager/Area Engineer just prior to commencing with diving operations.

6. DETAILED REPORT(S) ON DIVING SERVICES

- 6.1. Time estimated 2 (days) Rate per day R _____ Rate for 2 days R _____
6.2. Provide final report with colour pictures

7. PRICE SCHEDULES (Note: All items must be completed by the Bidder.)

Note:

- a) Rate for diving, mobilisation, site establishment, demobilisation costs etc. for an estimated period of 73 days.
- b) Adjudication of this bid will be evaluated in a 73 days diving operation.
- c) This price schedule must be completed for your bid to be considered.

7.1. Diving rates (9 hours per day) for a seventy-three days diving operation

7.1.1. Day rates for diving team on site if not diving

Day rate R_____

7.1.2. Number of divers _____ Normal day.

Rates per hour R_____ R_____ 73 days(number of divers_____)

- i. State which classes of divers will be used for this diving operation and state how many divers per class : _____

7.1.3. Diving supervisor rates: Rate per hour R_____ R_____ 73 days

7.2. Mobilisation, site establishment and demobilisation

7.2.1. Mobilisation (including transport costs from home basis to site) R_____ (once) R_____ (eight times)

7.2.2. Site establishment R_____ (once) R_____ (eight times)

7.2.3. Demobilisation (including transport costs from site to home basis) R_____ (once) R_____ (eight times)

7.2.4. Total for paragraph 7.2.1, 7.2.2, 7.2.3 R_____ (eight times)

7.3 Occupational Health and Safety

7.3.1 Occupational Health and Safety Rate per day: R_____

7.4 SUMMARY TOTAL COST FOR ITEM B:

7.4.1. Diving Operations for 73 days

ITEM	DESCRIPTION for 73 days diving operations	BID PRICE (EXCL. VAT)
6	PLANT AND EQUIPMENT HIRE RATES (73 days)	R
7.1	DIVING RATES (divers + supervisors for duration of diving services) (10.1.2 & 10.1.3) (73 days)	R
7.1.1	DIVING RATE FOR DIVING TEAM ON SITE IF NOT DIVING (only day rate)	R
7.2	MOBILISATION, SITE ESTABLISHMENT AND DEMOBILISATION (EIGHT)	R
7.3.1	OCCUPATIONAL HEALTH AND SAFETY	R
TOTAL COST FOR ITEM B (EXCL. VAT)		R

1. SCOPE OF WORK

1.1. Voelvlei Dam Scope of Work - : Diving Services required (Background information)

- 1.1.1. The In/Outlet Tower left (south) intake is blocked due to landslide. The intake needs to be completely cleared by displacing the debris to a position far north of In/Outlet Tower. Once the debris is completely removed a rock face shall appear on the southward embankment. The area in front of the intakes; and especially the southern inclined embankment need to be cleared to prevent choking of the water inflow to the intakes.
- 1.1.2. **Conditions & Access:** The dam is located about 100m above sea level with a maximum diving depth of approximately 18m. The current depth is 16m, but due to high silt deposits and underwater land slide the dive is expected to start at a depth of 12m. Zero visibility is to be expected.
- 1.1.3. Due to site access constraints the Contractor shall be responsible to carry out preliminary assessment of site lay-out and conditions to compiling on-site procedures (equipment to be used for the removal of debris). The In/Outlet Tower can be reached by foot via an access bridge with a usable width of 1,7m. The Contractor shall facilitate access for dredging and the removal of debris.
- 1.1.4. The Dam Wall is accessible with vehicles. It is possible to reach the water edge by foot, but the area is not easily accessible due to boulders and rocks. The In/Outlet Tower can be reached by launching a boat at "Voelvlei Yacht Club". A four wheel drive vehicle shall be required for the diving and dredging operation.
- 1.1.5. **Quantity Surveyor:** Affective and efficient work performance is required and to be maintained by the Contractor. A survey shall be carried out by the Department -or appointed third party to measure the quantity settlement to be displaced at the affected intake area. Part-payments of the diving company may also be certified by the Quantity Surveyor.
- 1.1.6. **Dredging material:** Dredging material expected in front of the inlets would be granular, including sand, occasionally larger stone and possibly branches (less likely). Some of material may be removed by hand and baskets.

1.2. Detailed statement of scope of work

- 1.2.1. Situation and hazards to remove debris.
- 1.2.2. No underwater visibility.
- 1.2.3. Although large trees stumps are not expected, various sizes of branches and rocks may be expected on the bottom.
- 1.2.4. The outlet works will be shut-off only when dredging work is carried out within 5m radius of Inlet number 2. Discharge of water from Inlet number 2 shall be on a continuous basis if possible. Safety procedure shall be in place to prevent diver(s) from entering within this designated 5m radius area during dredging. The diver must be aware of his positioning and water movement at all times. A grid shall be provided by DWS to be installed in front of inlet number 2, to make provision for secondary safety precautions. The Contractor may be required to assist with underwater installations for fastening of grids to the existing anchors imbedded in concrete).
- 1.2.5. The left embankment area (South from IN/Outlet Tower) is steep and unstable (especially upstream of In/Outlet Tower at Inlet number 1). This materials caused inlet number 1 to be covered with debris and out of operation. Underwater landslide must be stabilised as far as possible.
- 1.2.6. A Lock-Out Safety Procedure shall be agreed on and established between the Departmental Operations Staff and the Contractor Site Supervisor (Safety Officer) for the operation of Outlet Works. A Permanent Lock-Out procedure of Outlet number 1 shall be maintained during the dredging operation. Operation of Outlet number 2 shall mutually be agreed between the diving company and DWS to ensure safe working condition for the divers.
- 1.2.7. Site establishment and de-establishment, equipment, tools and consumables.
- 1.2.8. All equipments which are not specifically mentioned will be supplied by the contractor and shall be included in the bid price.
- 1.2.9. The Contractor shall ensure that his equipment are serviceable as required by the Safety Act. The contractor shall ensure that his procedures are in place to comply to efficient execution of the site establishment procedures and establish the most sufficient and effective settlement displacement method of the debris. Down time due to neglect of improper maintenance procedures and faulty equipment shall be for the Contractor's account.
- 1.2.10. The dredge pump shall be equipped with minimum of 200 mm diameter in- and outlet pipes. The silt requires to be displaced at a minimum of 50 meters from the affected area, towards the North. Other dredging equipment to be offered for use during this tender shall be considered for approval by the Department. However, considerations for the most effective bulk displacement of material shall be for the Contractor's advantage in evaluating of this tender. Refer to Annexure 'B' Similar Work Undertaken and Annexure 'C' List of Sub-Contractors/ Equipment Hiring.

1.2.11. The Department shall arrange for a survey services and/or third party to determine the progress and the quantity of debris removed.

1.2.12. A daily reporting defining the progress, reasons for delays and estimated volume displacement, etc. of the affected area due to dredging shall be documented. The daily report shall include necessary sketches (if required) to assist in the clarification. After completion of the Contract, the Contractor shall provide all relevant reports complete with an index for easy reference. Sketches and other information documented on site shall also be filled in an acceptable manner for future references and use by the Department. All this documentations shall be handed over to the Department no later than 7 working days after completion of the Contract.

1.2.13. Detail of the intake works.

1.2.13.1. An emergency gate of 1.985 m x 1.985 m with a mass of approximately 2200 kg is installed at the left intake opening number 1. Two Ø1600 x 1600 mm inlets are situated approximately 22 m below the Deck level of In/Outlet Tower floor. The inlets are placed next to each other, with a 3.05 m wall separating them. This wall extends at a length of 6.1 m away from tower. The dividing wall has caused Inlet number 2 not be affected by the land slide and it is possible that it might be clear of the debris.

1.2.13.2. The emergency gate is stuck in front of Inlet number 1 and is covered with approximately 5.5 m of silt, leaving Inlet number 1 totally out of use. There are no trash racks in front of the two inlets that may prevent access. However, remains of old steel trash racks (manufactured of channel profile and round bar) may still be found, as most of the rusted trash racks were removed to the best of the Departmental knowledge.

1.3. Proposed sequence of activities

1.3.1. Assist the Department to install temporary trash rack at Inlet number 2 and to be removed after completion of dredging project.

1.3.2. Dredge and clear left (south) embankment.

1.3.3. Re-instate stability of stone barrier in front of Inlet number 1 and 2. Determine the material bulk to be removed upstream of barrier.

1.3.4. Dredge and clear debris in front of Intake number 1 and 2. (Remove also the remains of old trash racks).

1.3.5. Recovering of sluice gate in front of Outlet number 1. All debris requires to be removed from the wheels of the emergency gate, to allow obstruction and free movement along vertical rails.

1.3.6. Dredge and clear in front of intakes and on left inclined embankment to prevent future land slides occurring.

1.3.7. Inspect and Report condition and stability of the stone retainer wall (5.5 m high) in front of inlets.

1.3.8. Facilitate site establishment and clear site on completion of the contract.

1.4. Additional information

The following services will be supplied by the Department:

1.4.1. (In/Outlet Tower): 380V, 50Hz power point.

1.4.2. (In/Outlet Tower): 220V single-phase 50 Hz point.

1.4.3. (In/Outlet Tower): Electric Overhead Crane (16 ton): An Operating certificate shall be required by Contractor operator and be available on site at all times.

1.5. Report on diving services rendered

1.5.1 Method statement

2. OFFERS FOR ITEMS WHICH CAN NOT BE QUANTIFIED AT TIME OF BIDDING.

2.1 Time rate basis for bidding purposes only.

2.1.1. The Bidders shall submit a price on the following basis for bid evaluation only, as the actual diving operation can not be quantified exactly. Bidders are requested to bid for these items on the estimates as stated below:

SITE	ITEM NUMBER	TIME ESTIMATE FOR ITEM
Voelvlei Dam	Diving services (10.1)	Approximately 40 days expected normal diving time, but could be 80 days.
	Reports (8)	Compile reports = 3 days
Duration	All work	Approximately four months

2.2. Actual contract values

2.2.1. The final invoice and payment will be based on the actual diving times and operations at the quoted rates. (Refer to Annexure Part 4).

2.2.2. **Note: The divers must attach their transport log sheet, time sheet, accommodation costs, etc to their invoices as proof of all their expenditures prior to final payments by DWS.**

3. SCHEDULED DATES OF CONTRACT

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3.1 Scheduled commencement dates for diving operations

Item No.	Brief description of item	Site	Scheduled dates
1.(a)	Mobilisation (Six)	Voelvlei Dam	To be confirmed with Area Office
1.(b)	Site establishment (Six)	Voelvlei Dam	To be confirmed with Area Office.
2.	2.1 Inspection dive 2.2 Dredge and clear in front of inlet number 1 and 2. 2.3 Install temporary grid at inlet number 2 and remove the grid on completion of dredging. 2.4 Locate emergency gate for the outlet number 1 and remove all mud and debris from the wheels. Inspect condition of the emergency gate and wheels after the cleaning process and report to the Departmental Engineer on site.	Voelvlei Dam	As soon as site establishment is completed
3.	Detailed Technical Report on diving operations Report to be supplied within 5 days of respective dive.	Voelvlei Dam	4.1 Initial report to be handed over on site after the investigation dive. 4.2 Final report within five days after the completion of the diving works after testing the system.
1.(c)	Demobilisation (Six)	Voelvlei Dam	To be completed within two days after completion of Item 2.

4. LOCATION OF SITE:

4.1. Voelvlei Dam

4.1.1. Voelvlei Dam is situated about 45km from Paarl following the R44, which is situated 60km from Cape Town.

4.1.2 Coordinates: Not available

4.2. Road map

4.2.1. See any commercially available road map.

5. Depth of dive

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5.1. Voelvlei Dam

- 5.1.1. F.S.L. = 287 m Full Supply Level (metres above sea-level)
R.L. = 286,25 m
P.L. = 286,25 m Present level (m)
L.L. = 269,5 m Bottom level (m)

Then:

- F.S.L. - L.L. = Maximum possible depth of dive (uncorrected)
P.L. - L.L. = Actual depth of dive (uncorrected) (m)

- F.S.L. - L.L. = 17,5 m
P.L. - L.L. = 16,75 m

- 5.1.2. **Remarks:** The successful bidder should confirm the actual value of the Present Level (P.L) from the Scheme manager/Area Engineer just prior to commencing with diving operations.

6. DETAILED REPORT(S) ON DIVING SERVICES

- 6.1. Time estimated 3 days Rate per day R _____ Rate for 3 days R _____
6.2. Provide final report with colour pictures

7. PRICE SCHEDULES

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Note:

- a) Rate for diving, mobilisation, site establishment, demobilisation costs etc. for an estimated period of 80 days.
- b) Adjudication of this bid will be evaluated in a 80 days diving operation.
- c) This price schedule must be completed for your bid to be considered.

7.1. Diving rates (9 hours per day) for a eighty- days diving operation

7.1.1. Day rates for diving team on site if not diving
Day rate R _____

7.1.2. Number of divers _____ Normal day.
Rates per hour R _____ R _____ 80 days(number of divers _____)

i. State which classes of divers will be used for this diving operation and state how many divers per class : _____

7.1.3 Diving supervisor rates: Rate per hour R _____ R _____ 80 days

7.2. Mobilisation, site establishment and demobilisation

7.2.1. Mobilisation (including transport costs from home basis to site) R _____ (six)
R _____ (six times)

7.2.2. Site establishment R _____ (six) R _____ (six times)

7.2.3. Demobilisation (including transport costs from site to home basis)
R _____ (six times) R _____ (six times)

7.2.4. Total for paragraph 10.2.1, 10.2.2, 10.2.3 R _____ (six times)

7.3 Occupational Health and Safety

7.3.1 Occupational Health and Safety Rate per day: R _____

7.4 SUMMARY TOTAL COST FOR ITEM C:**7.4.1. Diving Operations for 80 days**

ITEM	DESCRIPTION for 80 days diving operations	BID PRICE (EXCL. VAT)
6	REPORTS ON DIVING SERVICES (3 days)	R
7.1	DIVING RATES (divers + supervisors for duration of diving services) (7.1.2 & 7.1.3) (80 days)	R
7.1.1	DIVING RATE FOR DIVING TEAM ON SITE IF NOT DIVING (only day rate)	R
7.2	MOBILISATION, SITE ESTABLISHMENT AND DEMOBILISATION (SIX)	R
7.3.1	OCCUPATIONAL HEALTH AND SAFETY	
TOTAL COST FOR ITEM C (EXCL. VAT)		R

7.4.2. Note: All items must be completed by the Bidder.

1. SCOPE OF WORK

1.1. Chueniespoort Dam Scope of Work - : Diving Services required (Background information)

- 1.1.1. The existing outlet works release un-purified water for domestic and industrial use to the purification plant downstream of the dam and consists of a dry and wet partition in the control tower on the dam wall. The tower links to a concrete pipe that traverse underneath the spillway section of the dam, with a control valve at the purification plant.
- 1.1.2. There is three dam intake steel pipes with isolation valves located in the dry portion of the inlet tower. The bottom two pipes are covered with silt and the isolation valve of the top pipe has been removed and this caused the dry part of the tower being flooded. The first phase will be to fit a new valve and a coupling on the top pipe in the dry part of the tower (this dry compartment is now filled with water).
- 1.1.3. The second phase will be the fitment of an isolation mechanism (plug) on the inlet of the top pipe to enable the use of the Departmental CCTV camera equipment to inspect the inside of the top pipe.

1.2. Detailed statement of scope of work:

- 1.2.1. The following tasks by the Divers will have to be performed to assist the Mechanical Contractor to do essential rehabilitation work:
 - 1.2.1.1. Inspection dive to investigate the condition of the inlet pipes, screens and take measurements for the design of a plug.
 - 1.2.1.2. Divers must install the valve that will isolate the outlet, to allow for the installation of the scour valve at the outlet pipework. Alternatively Divers must install a blank flange followed with the installation of a plug and the valve.
 - 1.2.1.3. If there is silt covering the inlet it must be removed by desilting.
 - 1.2.1.4. The top pipe must be scoured properly for suitable conditions for the CCTV camera investigation.
 - 1.2.1.5. Divers must determine the level of silt on middle pipe by also inspecting the inlet conditions of the middle pipe.
 - 1.2.1.6. The intake tower must be emptied by making use of a submersible pump.
 - 1.2.1.7. The divers must drill holes in the concrete screen intakes and secure brackets for the inlet screens that is situated under water.

1.2.2. Tasks to be performed by the Mechanical Contractor:

1.2.2.1. The mechanical contractor will work together with the diver's during the diving operations.

1.2.2.2. The mechanical contractor must provide and operate a standby pump system to supply water to the purification plant during the diving operations.

1.3. Report on diving services rendered

1.3.1 Method statement

2. OFFERS FOR ITEMS WHICH CAN NOT BE QUANTIFIED AT TIME OF BIDDING.

2.1. Time rate basis for bidding purposes only.

2.1.1. The Bidders shall submit a price on the following basis for bid evaluation only, as the actual diving operation can not be quantified exactly. Bidders are requested to bid for these items on the estimates as stated below:

SITE	ITEM NUMBER	TIME ESTIMATE FOR ITEM
Chueniespoort Dam	Diving services (7.1)	20 days normal diving time
	Reports (6)	Compile reports = 5 days
Duration	All work	Approximately two months

2.2. Actual contract values

2.2.1. The final invoice and payment will be based on the actual diving times and operations at the quoted rates. (Refer to Annexure Part 4).

2.2.2. Note: The divers must attach their transport log sheet, time sheet, accommodation costs, etc to their invoices as proof of all their expenditures prior to final payments by DWS.

3. SCHEDULED DATES OF CONTRACT

3.1. Scheduled commencement dates for diving operations (20 days)

Item No.	Brief description of item	Site	Scheduled dates
1.(a)	Mobilisation (Five)	Chueniespoort dam	To be confirmed with Area Office
1.(b)	Site establishment (Five)	Chueniespoort dam	To be confirmed with Area Office.
2.	2.1. Inspection dive 2.2. Install valve or blank flange and plug. 2.3. Scour inlet and outlet pipes(by mechanical contractor). 2.4. CCTV camera investigation of inlet and outlet pipes 2.5. Inspect inlet condition of the middle pipe 2.6. Desilt 2.7. Drill holes in the concrete screens intakes and secure brackets for the screens.	Chueniespoort dam	As soon as site establishment is completed
3.	3.1.Detailed Technical Report on diving operations 3.2.Report to be supplied within 5 days of respective dive.	Chueniespoort dam	
1.(c)	Demobilisation (Five)	Chueniespoort dam	To be completed within two days after completion of Item 2.

4. LOCATION OF SITE:

4.1. Chueniespoort dam

4.1.1. Situated approximately 16.6 km from the town of Lebowa kgomo in the Limpopo province (For further information contact DWS Area Manager).

4.1.2. Coordinates: S24° 12' 08.55" E29° 29' 33.51"

4.2. Road map

4.2.1. See any commercially available road map.

5. Depth of dive

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5.1. Chueniespoort dam

- 5.1.1. F.S.L. = m Full Supply Level (metres above sea-level)
R.L. = ± 550 m Deck level (metres above sea-level) .
P.L. = m Present level (m) on date
L.L. = m Bottom level (m)

Then:

- F.S.L. – L.L. = Maximum possible depth of dive (uncorrected)
P.L. – L.L. = Actual depth of dive (uncorrected) (m)

$$\begin{aligned} \text{F.S.L.} - \text{L.L.} &= 19 \text{ m} \\ \text{P.L.} - \text{L.L.} &= 19 \text{ m} \end{aligned}$$

- 5.1.2. **Remarks:** The successful bidder should confirm the actual value of the Present Level (P.L) from the Scheme manager/Area Engineer just prior to commencing with diving operations.

6. DETAILED REPORT(S) ON DIVING SERVICES

- 6.1. Time estimated 5 (days) Rate per day R _____ Rate for 5 days R _____
6.2. Provide final report with colour pictures

7. PRICE SCHEDULES (All items must be completed by the Bidder.)

Note:

- a) Rate for diving, mobilisation, site establishment, demobilisation costs etc. for an estimated period of 20 days.
- b) Adjudication of this bid will be evaluated in a 20 days diving operation.
- c) This price schedule must be completed for your bid to be considered.
- d) **Note: All items must be completed by the Bidder**

7.1. Diving rates (9 hours per day) for a twenty days diving operation

7.1.1. Day rates for diving team on site if not diving

Day rate R _____

7.1.2. Number of divers _____ Normal day.

Rates per hour R _____ **R** _____ 20 days (number of divers _____)

- i. State which classes of divers will be used for this diving operation and state how many divers per class : _____

7.1.3. Diving supervisor rates: Rate per hour R _____ **R** _____ 20 days

7.2. Mobilisation, site establishment and demobilisation

7.2.1 Mobilisation (including transport costs from home basis to site) R _____ (once)
R _____ (five times)

7.2.2. Site establishment R _____ (once) **R** _____ (five times)

7.2.3. Demobilisation (including transport costs from site to home basis)
R _____ (once) **R** _____ (five times)

7.2.4. Total for paragraph 7.2.1, 7.2.2, 7.2.3 R _____ (five times)

7.3 Occupational Health and Safety

7.3.1 Occupational Health and Safety Rate per day: R _____

7.4 SUMMARY TOTAL COST FOR ITEM D:

7.4.1. Diving Operations for 20 days

ITEM	DESCRIPTION for 20 days diving operations	BID PRICE (EXCL. VAT)
6	REPORTS ON DIVING SERVICES (5 days)	R
7.1	DIVING RATES (divers + supervisors for duration of diving services) (7.1.2 & 7.1.3) (20 days)	R
7.1.1	DIVING RATE FOR DIVING TEAM ON SITE IF NOT DIVING (only day rate)	R
7.2	MOBILISATION, SITE ESTABLISHMENT AND DEMOBILISATION (FIVE)	R
7.3.1	OCCUPATIONAL HEALTH AND SAFETY	R
TOTAL COST FOR ITEM D (EXCL. VAT)		R

7.4.2. Note: All items must be completed by the Bidder.

1. SCOPE OF WORK**1.1. Acornhoek Dam- Scope of Work - : Diving Services required**

Note: The Mechanical Term Contractor will assist the Department with the mechanical work and is part of the diving operation.

- 1.1.1. Site establishment
- 1.1.2. Desilting intake
- 1.1.3. Install plugs
- 1.1.4. Removal of plugs
- 1.1.5. Install stainless steel screens
- 1.1.6. Provide final report with pictures
- 1.1.7. Site de-establishment

1.2. Report on diving services rendered**1.2.1 Method statement****2. OFFERS FOR ITEMS WHICH CAN NOT BE QUANTIFIED AT TIME OF BIDDING.****2.1 Time rate basis for bidding purposes only.**

- 2.1.1. The Bidders shall submit a price on the following basis for bid evaluation only, as the actual diving operation can not be quantified exactly. Bidders are requested to bid for these items on the estimates as stated below:

SITE	ITEM NUMBER	TIME ESTIMATE FOR ITEM
Acornhoek Dam	Diving services (7.1)	5 days (Plus 5 more days for extra work if necessary)
	Reports (6)	Compile a report = 1 day
Duration	All work	Approximately ten days

2.2 Actual contract values

- 2.2.1. The final invoice and payment will be based on the actual diving time rates and operations at the quoted rates.

- 2.2.2. **Note:** The divers must attach their transport log sheet, time sheet, accommodation costs, etc to their invoices as proof of all their expenditures prior to final payments by DWS.

3. SCHEDULED DATES OF CONTRACT

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3.1. Scheduled commencement dates for diving operations (10 days)

Item No.	Brief description of item	Site	Scheduled dates
1.(a)	Mobilisation (two)	Acornhoek Dam	To be confirmed with Area Office
1.(b)	Site establishment (two)	Acornhoek Dam	To be confirmed with Area Office.
2.	2.1 Desilting dive and dive to install plugs 2.2 Remove plugs 2.3 Install screens.	Acornhoek Dam	As soon as site establishment is completed
3.	Report on diving operations Reports to be supplied within 5 days of respective dive.	Acornhoek Dam	3.1 Initial report to be handed over on site after the completion of inspection and diving. 3.2 Final report after installing screen within five days after the completion of the diving works.
1.(c)	Demobilisation (two)	Acornhoek Dam	To be completed within two days after completion of Item 2.

4. LOCATION OF SITE:

4.1. Acornhoek dam

4.1.1. Situated ± 60 km from the town of Bushbuck Ridge in Mpumalanga Province (For further information contact DWS Area Manager).

4.2. Road map

4.2.1. See any commercially available road map.

5. Depth of dive

5.1. Acornhoek dam

5.1.1. F.S.L. = 113, 621m Full Supply Level (metres above sea-level)
R.L. = 113, 621m m Deck level (metres above sea-level) .
P.L. = 113, 621m m Present level (m) on date 21 April.2010
L.L. = 100 m Bottom level (m)

Then:

F.S.L. - L.L. = 13. 621m Maximum possible depth of dive (uncorrected)
P.L. - L.L. = 13. 621m Actual depth of dive (uncorrected) (m)

F.S.L. - L.L. = 13. 621m
P.L. - L.L. = 13. 621m

5.1.2. **Remarks:** The successful bidder should confirm the actual value of the P.L. from the Scheme manager/Area Engineer just prior to commencing with diving operations.

6. REPORT(S) ON DIVING SERVICES

- 6.1. Time estimated 1 (day) Rate per day R _____ Rate for 1 day R _____
 6.2. Provide final report with colour pictures.

7. PRICE SCHEDULES**Note:**

- (a) Rate for diving, mobilisation, site establishment, demobilisation costs etc. for an estimated period of ten days.
 (b) Adjudication of this bid will be evaluated in a ten days diving operation.
 (c) This price schedule must be completed for your bid to be considered.
 (d) **Note: All items must be completed by the Bidder**

7.1. Diving rates (9 hours per day) for a ten days diving operation

7.1.1. Day rates for diving team on site if not diving
 Day rate R _____

7.1.2. Number of divers _____ Normal day.
 Rates per hour R _____ R _____ ten days (number of divers _____)

- i. State which classes of divers will be used for this diving operation and state how many divers per class : _____

7.1.3. Diving supervisor rates: Rate per hour R _____ R _____ ten days

7.2 Mobilisation, site establishment and demobilisation

7.2.1. Mobilisation (including transport costs from home basis to site) R _____ (once)
 R _____ (two)

7.2.2. Site establishment R _____ (once) R _____ (two)

7.2.3. Demobilisation (including transport costs from site to home basis) R _____ (once)
 R _____ (two)

7.2.4. Total for paragraph 7.2.1, 7.2.2, 7.2.3 R _____

7.3 Occupational Health and Safety

7.3.1 Occupational Health and Safety Rate per day: R _____

7.4 SUMMARY TOTAL COST FOR ITEM E:**DWS 06-1117 WTE****7.4.1. Diving Operations for 10 days**

ITEM	DESCRIPTION for 10 days diving operations	BID PRICE (EXCL. VAT)
6	REPORTS ON DIVING SERVICES (1 day)	R
7.1	DIVING RATES (divers + supervisors for duration of diving services) (7.1.2 & 7.1.3) (10 days)	R
7.1.1	DIVING RATE FOR DIVING TEAM ON SITE IF NOT DIVING (only day rate)	R
7.2	MOBILISATION, SITE ESTABLISHMENT AND DEMOBILISATION (TWO)	R
7.3.1	OCCUPATIONAL HEALTH AND SAFETY	
TOTAL COST FOR ITEM E (EXCL. VAT)		R

7.4.2. Note: All items must be completed by the Bidder.

1. SCOPE OF WORK**1.1. Macro Scope of Work - : Diving Services required**

- 1.1.1. Inspection diving to install five butterfly valves
- 1.1.2. Provide a report/recommendation to DWS to rectify/lower the butterfly valves
- 1.1.3. Make use of special equipment (Jip-crane) to lower the butterfly valves

1.2. Detailed statement of scope of work:

- 1.2.1. Five butterfly valves are installed at full capacity level of the dam
- 1.2.2. Remove all hydraulic pipes and flanges from three pipes
- 1.2.3. Make use of certified Jip-crane to lower new butterfly valves and also install them
- 1.2.4. Make use of certified equipment to install new hydraulic pipes

1.3. Report on diving services rendered**1.3.1 Method statement****2. OFFERS FOR ITEMS WHICH CAN NOT BE QUANTIFIED AT TIME OF BIDDING.****2.1 Time rate basis for bidding purposes only.**

- 2.1.1. The Bidders shall submit a price on the following basis for bid evaluation only, as the actual diving operation can not be quantified exactly. Bidders are requested to bid for these items on the estimates as stated below:

SITE	ITEM NUMBER	TIME ESTIMATE FOR ITEM
Bospoort Dam	Diving Services (7.1)	5 days but can be 25 days
	Reports (6)	Compile a report = 3 days
Duration	All work	Approximately two months

2.2. Actual contract values

- 2.2.1. The final invoice and payment will be based on the actual diving times and operations at the quoted rates. (vide Annexure to Part 4).

- 2.2.2. **Note: The divers must attach their transport log sheet, time sheet, accommodation costs, etc to their invoices as proof of all their expenditures prior to final payments by DWS**

3. SCHEDULED DATES OF CONTRACT

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3.1. Scheduled commencement dates for diving operations

Item No.	Brief description of item	Site	Scheduled dates
1.(a)	Mobilisation (five)	Bospoort dam	To be confirmed with Area Office
1.(b)	Site establishment (Five)	Bospoort dam	To be confirmed with Area Office.
2.	2.1 Inspection diving 2.2 Diving to remove and install butterfly valves as well as hydraulic pipes	Bospoort dam	As soon as site establishment is completed
3.	Report on diving operations	Bospoort dam	3.1 Initial report to be handed in on site after the completion of inspection and diving. 3.2 Final report after removal and installation of butterfly valves and hydraulic pipes within five days after the completion of the diving works.
1.(c)	Demobilisation (Five)	Bospoort dam	To be completed within two days after completion of Item 2.

4. LOCATION OF SITE:

4.1. Bospoort dam

4.1.1. Situated 16,2 km from the town of Rustenburg in North West Province (For further information contact DWS Area Manager).

4.2. Road map

4.2.1. See any commercially available road map.

5. Depth of dive

5.1 Bospoort dam

- 5.1.1. F.S.L. = 1549m Full Supply Level (metres above sea-level)
 R.L. = 1527m Relative level (metres above sea-level).
 P.L. = 1549m Present level (m) on date 18 March 2010
 L.L. = 1522m Lowest level (m)

Then:

- F.S.L. – L.L. = Maximum possible depth of dive (uncorrected)
 P.L. – L.L. = Actual depth of dive (uncorrected) (m)

$$\text{F.S.L.} - \text{L.L.} = 1549\text{m} - 1522\text{m} = 27\text{m}$$

$$\text{P.L.} - \text{L.L.} = 1549\text{m} - 1522\text{m} = 27\text{m}$$

- 5.1.2. **Remarks:** The successful bidder should confirm the actual value of the P.L. from the Scheme manager/Area Engineer just prior to commencing with diving operations.

6. DETAILED REPORT(S) ON DIVING SERVICES

- 6.1. Time estimated 3 (days) Rate per day R _____ Rate for 3 days R _____
 6.2. Provide final report with colour pictures.

7. PRICE SCHEDULES

Note:

- (a) Rate for diving, mobilisation, site establishment, demobilisation costs etc. for an estimated period of 25 days.
 (b) Adjudication of this bid will be evaluated in a 25 days diving operation.
 (c) This price schedule must be completed for your bid to be considered.
 (d) **Note: All items must be completed by the Bidder.**

7.1. Diving rates (9 hours per day) for a two days diving operation

- 7.1.1. Day rates for diving team on site if not diving
 Day rate R _____

- 7.1.2. Number of divers _____ Normal day.
 Rates per hour R _____ R _____ 25 days

- i. State which classes of divers will be used for this diving operation and state how many divers per class : _____

- 7.1.3. Diving supervisor rates: Rate per hour R _____ R _____ 25 days

7.2. Mobilisation, site establishment and demobilisation

7.2.1. Mobilisation (including transport costs from home basis to site) R_____ (Five)

7.2.2. Site establishment R_____ (Five)

7.2.3. Demobilisation (including transport costs from site to home basis)
R_____ (Five)

7.2.4 Total for paragraph 7.2.1, 7.2.2, 7.2.3 R_____ (Five times)

7.3 Occupational Health and Safety

7.3.1 Occupational Health and Safety Rate per day: R_____

7.4 SUMMARY TOTAL COST FOR ITEM F:

7.4.1. Diving Operations for 25 days

ITEM	DESCRIPTION for 25 days diving operations	BID PRICE (EXCL. VAT)
6	REPORTS ON DIVING SERVICES (3 days)	R
7.1	DIVING RATES (divers + supervisors for duration of diving services) (7.1.2 & 7.1.3) (25 days)	R
7.1.1	DIVING RATE FOR DIVING TEAM ON SITE IF NOT DIVING (only day rate)	R
7.2	MOBILISATION, SITE ESTABLISHMENT AND DEMOBILISATION (FIVE)	R
7.3.1	OCCUPATIONAL HEALTH AND SAFETY	
TOTAL COST FOR ITEM F (EXCL. VAT)		R

7.4.2. Note: All items must be completed by the Bidder.

1. SCOPE OF WORK

1.1. Blydepoort Dam- Scope of Work - : Diving Services required

Note: The Mechanical Term will assist the Department with the mechanical work and is part of the diving operation.

1.1.1. Inspection diving to investigate if the existing plug is still in position and secure with the crane cables at the inlet chamber.

1.1.2. Provide a report/recommendation to DWS to indicate the condition of the operational mechanical components/plug/cables at the inlet bell mouth.

1.1.3. The divers must inspect the inlet for leakages and if find temporary seal it off from the outside area of the mouth.

1.1.4. Provide a report/recommendation to DWS for removal of the plug after the installation of the refurbished butterfly valve.

1.1.5. Inspection diving to investigate if the new guides and service gate will fit in their respective positions.

1.1.6. Installed the guides and service gate with all his respective mechanical components.

1.1.7. Inspection of the service gate after installation for any leakages at the rubber seals and check the operating of the service gate.

1.1.8. Provide a final report.

1.2. Detailed statement of scope of work:

1.2.1. **Sealed off the leakage at the inlet pipe. The mechanical contractor must complete the corrosion protection of the inlet pipe work and install the refurbished butterfly valve.**

1.2.2. **The mechanical contractor can now proceed with the corrosion protection of the pipe work down stream of the butterfly valve.**

1.2.3. The divers must now measured the outside of the bell mouth area with specialised measure equipment for the manufacturing of service gate and guides installation to operate the service gate at the bell mouth position.

1.2.4. The divers must now installed the guides for the service gate and all other new mechanical designed equipment.

1.3. Report on diving services rendered

1.3.1 Method statement

2. OFFERS FOR ITEMS WHICH CAN NOT BE QUANTIFIED AT TIME OF BIDDING.

2.1 Time rate basis for bidding purposes only.

2.1.1. The Bidders shall submit a price on the following basis for bid evaluation only, as the actual diving operation can not be quantified exactly. Bidders are requested to bid for these items on the estimates as stated below:

SITE	ITEM NUMBER	TIME ESTIMATE FOR ITEM
Blydepoort Dam	Diving services (7.1)	Approximately 20 days expected normal diving time, but could be 73 days.
	Reports (6)	Compile a report = 5 days
Duration	All work	Approximately four months

2.2. Actual contract values

2.2.1. The final invoice and payment will be based on the actual diving times and operations at the quoted rates.

2.2.2. **Note: The divers must attach their transport log sheet, time sheet, accommodation costs, etc to their invoices as proof of all their expenditure prior to final payments by DWS.**

3. SCHEDULED DATES OF CONTRACT

3.1. Scheduled commencement dates for diving operations

Item No.	Brief description of item	Site	Scheduled dates
1.(a)	Mobilisation	Blydepoort dam	To be confirmed with Area Office
1.(b)	Site establishment (three)	Blydepoort dam	To be confirmed with Area Office.
2.	2.1 Inspection diving 2.2 Diving to seal of leakages 2.3	Blydepoort dam	As soon as site establishment is completed
3.	Report on diving operations	Blydepoort dam	3.1 Initial report to be handed in on site after the completion of inspection and diving. 3.2 Final report after releasing the plug within five days after the completion of the diving works.
1.(c)	Demobilisation	Blydepoort dam	To be completed within two days after completion of Item 2.

4. LOCATION OF SITE:**4.1. Blydepoort dam**

4.1.1. The Dam is situated ± 14 km from the town of Hoedspruit in Mpumalanga Province (For further information contact DWS Area Manager).

4.2. Road map

4.2.1. See any commercially available road map.

5. Depth of dive**5.1. Blydepoort dam**

5.1.1. F.S.L.	= 1452m	Full Supply Level (metres above sea-level)
P.L.	= 1452m	Present level (m) on date 03 Feb.2010
L.L.	= 1430m	Lowest level (m)

Then:

F.S.L. – L.L. = Maximum possible depth of dive (uncorrected)
P.L. – L.L. = Actual depth of dive (uncorrected) (m)

F.S.L. – L.L. = 22m
P.L. – L.L. = 22m

5.1.2. **Remarks:** The successful bidder should confirm the actual value of the P.L. from the Scheme manager/Area Engineer just prior to commencing with diving operations.

6. DETAILED REPORT(S) ON DIVING SERVICES

- 6.1. Time estimated 5 (days) Rate per day R_____ Rate for 5 days R_____
- 6.2. **Provide final report with colour pictures.**

7. PRICE SCHEDULES

Note:

- a) Rate for diving, mobilisation, site establishment, demobilisation costs etc. for an estimated period of 73 days.
- b) Adjudication of this bid will be evaluated in a 73 days diving operation.
- c) This price schedule must be completed for your bid to be considered.

7.1. Diving rates (9 hours per day) for a 73 days diving operation

7.1.1. Day rates for diving team on site if not diving

Day rate R _____

7.1.2. Number of divers _____ Normal day.

Rates per hour R _____ R _____ 73 days(number of divers _____)

- i. State which classes of divers will be used for this diving operation and state how many divers per class : _____

7.1.3. Diving supervisor rates: Rate per hour R _____ day rate R _____ 73 days rate R _____

7.2. Mobilisation, site establishment and demobilisation

7.2.1. Mobilisation (including transport costs from home basis to site)

R _____ (once) R _____ (five times)

7.2.2. Site establishment R _____ (once) R _____ (five times)

7.2.3. Demobilisation (including transport costs from site to home basis)

R _____ (once) R _____ (five times)

7.2.4. Total for paragraph 7.2.1, 7.2.2, 7.2.3 R _____ (five times)

7.3 Occupational Health and Safety

7.3.1 Occupational Health and Safety Rate per day: R _____

7.4 SUMMARY TOTAL COST FOR ITEM G:**7.4.1. Diving Operations for 73 days**

ITEM	DESCRIPTION for 73 days diving operations	BID PRICE (EXCL. VAT)
6	REPORTS ON DIVING SERVICES (5 days)	R
7.1	DIVING RATES (divers + supervisors for duration of diving services) (7.1.2 & 7.1.3) (73 days)	R
7.1.1	DIVING RATE FOR DIVING TEAM ON SITE IF NOT DIVING (only day rate)	R
7.2	MOBILISATION, SITE ESTABLISHMENT AND DEMOBILISATION (FIVE)	R
7.3.1	OCCUPATIONAL HEALTH AND SAFETY	
TOTAL COST FOR ITEM G (EXCL. VAT)		R

7.4.2. Note: All items must be completed by the Bidder.

1. SCOPE OF WORK**1.1. Vaal Dam Scope of Work - : Diving Services required**

- 1.1.1. Determine the possible damage to the guide rails of the lower stoplog on the inlet of the Rand Water Board Outlet Tower.
- 1.1.2. Provide a dive report/recommendation to DWS of condition of the guide rails.
- 1.1.3. Take measurements and confirm the dimensions with the existing DWS drawings using certified measuring equipment.
- 1.1.4. Inspection diving to investigate if the modified or new guides rails, stoplog and grapel will fit in their respective positions and take all the required measurements for the design engineer.
- 1.1.5. Install modified guide rails to suit the stoplog and grapel operation with all its mechanical components.
- 1.1.6. Inspection of the guide rails, stoplog and grapel after installation of modified guide rails.
- 1.1.7. The Mechanical Term Contractor will assist the Department with the mechanical work and is part of the diving operation.
- 1.1.8. Provide final report

1.2. Report on diving services rendered**1.2.1 Method statement****2. OFFERS FOR ITEMS WHICH CAN NOT BE QUANTIFIED AT TIME OF BIDDING.****2.1. Time rate basis for bidding purposes only.**

- 2.1.1. The Bidders shall submit a price on the following basis for bid evaluation only, as the actual diving operation can not be quantified exactly. Bidders are requested to bid for these items on the estimates as stated below:

SITE	ITEM NUMBER	TIME ESTIMATE FOR ITEM
Vaal Dam	Diving services (7.1)	Approximately 10 days expected normal diving time, but could be 20 days.
	Reports (6)	Compile reports = 4 days
Duration	All work	Approximately two months

2.2. Actual contract values

2.2.1. The final invoice and payment will be based on the actual diving times and operations at the quoted rates.

2.2.2. **Note: The divers must attach their transport log sheet, time sheet, accommodation costs, etc to their invoices as proof of all their expenditures prior to final payments by DWS**

3. SCHEDULED DATES OF CONTRACT

3.1. Scheduled commencement dates for diving operations

Item No.	Brief description of item	Site	Scheduled dates
1.(a)	Mobilisation (two)	Vaal Dam	To be confirmed with Area Office
1.(b)	Site establishment (two)	Vaal Dam	To be confirmed with Area Office.
2.	2.1. Inspection dive 2.2. Dive to determine possible damage to the guide rails of the lower stoplog on the inlet of the Rand Water Board Outlet Tower 2.3 Dive to install modified/new guide rails	Vaal Dam	As soon as site establishment is completed
3.	Report on diving operations Reports to be supplied within 10 days of respective dive.	Vaal Dam	3.1 Initial report to be handed over on site after the completion of inspection dive. 3.2 Final report after determining the possible damage to the guide rails of the lower stoplog on the inlet of the Rand Water Board Outlet Tower within five days after the completion of the diving operation.
1.(c)	Demobilisation (two)	Vaal Dam	To be completed within two days after completion of paragraph 2.

4. LOCATION OF SITE:

4.1. Vaal Dam

4.1.1. Situated ± 4 km from the town of Deneysville in Free State Province (For further information contact DWS Area Manager).

4.2. Road map

4.2.1. See any commercially available road map.

5. Depth of dive.

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5.1. Vaal Dam

- 5.1.1. F.S.L. = 1488 m Full Supply Level (metres above sea-level)
R.L. = 1489 m Deck level (metres above sea-level) .
P.L. = 1488m Present level (m) on date 18 June 2010
L.L. = 1465m Bottom level (m)

Then:

- F.S.L. - L.L. = Maximum possible depth of dive (uncorrected)
P.L. - L.L. = Actual depth of dive (uncorrected) (m)

- F.S.L. - L.L. = 23m
P.L. - L.L. = 23m

5.1.2. Remarks:The successful bidder should confirm the actual value of the P.L. from the Scheme manager/Area Engineer just prior to commencing with diving operations.

6. DETAILED REPORT(S) ON DIVING SERVICES

- 6.1. Time estimated 4 (days) Rate per day R_____ Rate for 4 days R_____
6.2. Provide final report with colour pictures.

7. PRICE SCHEDULES**Note:**

- (a) Rate for diving, mobilisation, site establishment, demobilisation costs etc. for an estimated period of 20 days.
- (b) Adjudication of this bid will be evaluated in a 20 days diving operation.
- (c) This price schedule must be completed for your bid to be considered.

7.1. Diving rates (9 hours per day) for a ten days diving operation**7.1.1. Day rates for diving team on site if not diving****Day rate R** _____**7.1.2. Number of divers** _____ **Normal day.****Rates per hour R** _____ **R** _____ **20 days (number of divers** _____ **)**

- i. State which classes of divers will be used for this diving operation and state how many divers per class : _____

7.1.3. Diving supervisor rates: Rate per hour R _____ **R** _____ **20 days****7.2. Mobilisation, site establishment and demobilisation****7.2.1. Mobilisation (including transport costs from home basis to site) R** _____ **(four)****7.2.2. Site establishment R** _____ **(four)****7.2.3. Demobilisation (including transport costs from site to home basis) R** _____ **(four)****7.2.4. Total for paragraph 7.2.1, 7.2.2, 7.2.3 R** _____**7.3 Occupational Health and Safety****7.3.1 Occupational Health and Safety Rate per day: R** _____

7.4 SUMMARY TOTAL COST FOR ITEM H:

7.4.1. Diving Operations for 20 days

ITEM	DESCRIPTION for 20 days diving operations	BID PRICE (EXCL. VAT)
6	REPORTS ON DIVING SERVICES (4 days)	R
7.1	DIVING RATES (divers + supervisors for duration of diving services) (7.1.2 & 7.1.3) (20 days)	R
7.1.1	DIVING RATE FOR DIVING TEAM ON SITE IF NOT DIVING (only day rate)	R
7.2	MOBILISATION, SITE ESTABLISHMENT AND DEMOBILISATION (FOUR)	R
7.3.1	OCCUPATIONAL HEALTH AND SAFETY	
TOTAL COST FOR ITEM H (EXCL. VAT)		R

7.4.2. Note: All items must be completed by the Bidder.

1. SCOPE OF WORK**1.2. Wentzel Dam Scope of Work - : Diving Services required (Background information)**

- 1.1.1. Wentzel Dam is the highest on the Harts River and relies totally on natural flow from the river. The only existing abstraction from the dam is to satisfy the demand of the town of Schweizer-Reneke, estimated at about 1 Mm³/a in 2006.
- 1.1.2. Rehabilitation works are required to the earth dam inlet and outlet works.
- 1.1.3. The Mechanical Term Contractor will assist the Diving contractor when required.

1.3. Detailed statement of scope of work:

- 1.3.1. The lining of the outlet pipe on the dam needs to be inspected for acceptance by Dam Safety.
- 1.3.2. The silt level in the dam is higher than the intakes of the wall sluice gates.
- 1.3.3. A radius of 5m around the bottom intake of the wall sluice need to be de-silted and cleared of obstacles (rocks, etc.) and the silt must be deposited 15-20m or more away from the outlet tower.
- 1.3.4. Currently the water is abstracted with pumps on a float. The water supply must not be interrupted.
- 1.3.5. The bottom gate valve inside the tower and the wall sluice shall be in the closed position during de-silting of the intake area.
- 1.3.6. The Divers must test the operation of the wall sluice and seal off any leaks from defective seals.
- 1.3.7. The area around the outlet works on the outlet side of the dam wall, must be cleaned and made suitable for the outlet water to flow away from the area.
- 1.3.8. The Department Water and Sanitation requires dry conditions in the outlet tower when the CCTV Camera inspections been done.
- 1.3.9. All leaks must be sealed of prior to the CCTV Camera inspection.
- 1.3.10. The Engineer on behalf of the Department will attend the CCTV Camera inspection.
- 1.3.11. The divers will assist in the removal and re-installation of the equipment on the outlet tower.
- 1.3.12. Additional de-silting will be required periodically when requested.

1.3. Proposed sequence of activities:**1.3.1. Phase 1 (10 days) at Outlet pipe inspection**

- 1.3.1.1. All the wall sluices and gate valve should be closed to ensure a safe working environment for the divers.
- 1.3.1.2. The Diving Company will do all relevant measurement and confirm the dimensions of the inlet tower.
- 1.3.1.3. Casual labour will be required to clear and rehabilitate the area around the outlet of the outlet pipe.
- 1.3.1.4. The outlet wall sluice will be opened to assess the condition of the outlet pipe in order to determine if the pipe is suitable for the CCTV Camera inspection.
- 1.3.1.5. If found that the condition of the outlet pipe is not acceptable for the CCTV Camera inspection, the divers must then scour the outlet pipe to an acceptable condition for the CCTV Camera inspection.
- 1.3.1.6. Divers must de-silt an area with a radius of 5m around the intake of the outlet tower. Silt must be deposited at a location far enough from the working area not to influence

the work and must be to the satisfaction of the Engineer. The distance must be at least 15-20m away from the working area.

1.3.1.7. After completing the de-silting, the divers must test the functionality and sealing of the wall sluice gates and gate valve and flush the outlet pipe.

1.3.1.8. If the sealing of the sluice gates is not satisfactory, the inlets should be sealed off.

1.3.1.9. The outlet pipe must be free of silt, rocks, water etc. before the CCTV Camera investigation may commence.

1.3.1.10. The Diving contractor will submit a detailed report on the work.

1.3.1.11. The Department Water and Sanitation will conduct the CCTV Camera inspections and submit the report to the Engineer.

1.3.2. Phase 2 (5 days) for removal of equipment

1.3.2.1. The Department Water and Sanitation will instruct the diving contractor to remove the existing equipment for replacement or refurbishment.

1.3.2.2. The wall sluice, brackets, spindels, head stock and gate valve will be removed.

1.3.2.3. **Note: The gate valve and wall sluices can not be removed during the same operation.**

1.3.3. Phase 3 (15days) for installation of equipment

1.3.3.1. Installation of the refurbished or new equipment.

1.3.4. Phase 4 (5days) for De-silting

1.3.4.1. Divers remove silt in front of the outlet tower.

1.3.5. Phase 5 (3 X 5days) for Additional de-silting

1.3.5.1. Additional diving will be optional for more de-silting work, periodically or when required.

1.3.6. Phase 6 (20days) for additional time (if required)

2.1. Additional information

1.4.1. Access to the dam is via a dirt road.

1.4.2. Visibility is poor to none.

1.4.3. Accommodation: Various guesthouses in and around Swiezer Reineke.

1.4.4. Diving company must also allow for 8 mobilisation and demobilisation occasions for unforeseen circumstances i.e. weather, sourcing of other equipment, etc. This must be clearly indicated in the pricing.

1.4.5. Diving company must be completely self sufficient in all areas of completing the project. Any assistance must be discussed with the engineer timeously and it must be understood that in some cases it might not be possible.

1.4.6. Diving company to supply all diving equipment as well as equipment and consumables to complete the project safely.

1.4.7. Diving company must also supply his own boat/rubber duck.

1.4.8. Diving team must ensure that a Broco cutting set is available should it be needed as in some cases a hydraulic grinder will prove to be unwieldy and not as effective.

1.5. Report on diving services rendered**1.5.1 Method statement****2. OFFERS FOR ITEMS WHICH CAN NOT BE QUANTIFIED AT TIME OF BIDDING.****2.1. Time rate basis for bidding purposes only.**

- 2.1.1. The Bidders shall submit a price on the following basis for bid evaluation only, as the actual diving operation can not be quantified exactly. Bidders are requested to bid for these items on the estimates as stated below:

DESCRIPTION	ITEM NUMBER	TIME ESTIMATE FOR ITEM
Wentzel Dam	Diving services (7.1)	Approximately 50 days expected normal diving time, but could be 70 days.
	Reports (6)	Compile reports = 5 Days
Duration	All work	Approximately One Year

2.2. Actual contract values

- 2.2.1. The final invoice and payment will be based on the actual diving times and operations at the quoted rates.

- 2.2.2. **Note: The divers must attach their transport log sheet, time sheet, accommodation costs, etc to their invoices as proof of all their expenditures prior to final payments by DWS.**

3. SCHEDULED DATES OF CONTRACT

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7.2.1 . Scheduled commencement dates for diving operations (70 days diving operation)

Item No.	Brief description of item	Site	Scheduled dates	Time Alocated
1.(a)	Mobilisation (eight)	Wentzel dam	To be confirmed with Area Office	
1.(b)	Site establishment (eight)	Wentzel dam	To be confirmed with Area Office.	
2.	2.1 Day labour clear around outlet pipe (Refer to 1.3.1) 2.2 Drain the outlet tower 2.3 Divers inspect the outlet pipe prior the CCTV camera inspection 2.4 CCTV camera inspection on outlet pipe 2.5 Inspection dive 2.6 Dredge 2.7 Scour the outlet pipe 2.8 Test sluice gates 2.9 Seal any leaks. 2.10 Report to be supplied within 5 days of respective dives.	Wentzel dam	During site establishment As soon as outlet pipe is acceptable for inspection.	10 days
3.	Removal of mechanical equipment (Refer to 1.3.2)	Wentzel dam	According to Consulting Engineer's recommendations	5 days
4.	Installation of mechanical equipment (Refer to 1.3.3)		According to Consulting Engineer's recommendations	15 days
5.	Dredging (Refer to 1.3.4)	Wentzel dam	To be confirmed by DWS	5 days
6.	Additional dredging (Refer to 1.3.5)	Wentzel dam	To be confirmed by DWS	15 days
7.	Additional time (Refer to 1.3.6.)	Wentzel dam	To be confirmed by DWS	20 days
1.(c)	Demobilisation (eight)	Wentzel dam	To be completed within two days after completion of Item 2.	

4. LOCATION OF SITE:

4.1. Wentzel dam

- 4.1.1. The dam is situated next to the town of Schweizer Reneke in the North-West Province.
4.1.2. Coordinates: S27° 10' 35.0" E25° 20' 13.0"

4.2. Road map

- 4.2.1. See any commercially available road map.

5. Depth of dive**5.1. Wentzel dam**

- 5.1.1. F.S.L. = 1301 m Full Supply Level (metres above sea-level)
 P.L. = 1301 m Present level (m) on date 01 September 2011
 L.L. = 1295 m Bottom level (m)

Then:

- F.S.L. – L.L. = Maximum possible depth of dive (uncorrected)
 P.L. – L.L. = Actual depth of dive (uncorrected) (m)

$$\text{F.S.L.} - \text{L.L.} = 6 \text{ m}$$

$$\text{P.L.} - \text{L.L.} = 6 \text{ m}$$

- 5.1.2. **Remarks:** The successful bidder should confirm the actual value of the Present Level (P.L) from the Scheme manager/Area Engineer just prior to commencing with diving operations.

6. DETAILED REPORT(S) ON DIVING SERVICES

- 6.1. Time estimated 5 (days) Rate per day R_____ Rate for 5 days R_____
- 6.2. **Provide final report with colour pictures.**

7. PRICE SCHEDULES**Note:**

- a) Complete all section in full. Incomplete information/bid prices may be declared by the Department as non-compliance to the specifications.
- b) Rate for diving, mobilisation, site establishment, demobilisation costs etc. for an estimated period of 70 days.
- c) Adjudication of this bid will be evaluated in a 70 days diving operation.
- d) This price schedule must be completed for your bid to be considered.

7.1. Diving rates (9 hours per day) for a seventy-three days diving operation**7.1.1. Day rates for diving team on site if not diving**

Day rate R _____

7.1.2. Number of divers _____ Normal day.

Rates per hour R _____ R _____ 70 days (number of divers _____)

- i. State which classes of divers will be used for this diving operation and state how many divers per class : _____

7.1.3 Diving supervisor rates: Rate per hour R _____ R _____ 70 days**7.2. MOBILISATION, SITE ESTABLICHMENT AND DE-MOBILISATION****7.2.1. Mobilisation (including transport costs from home basis to site)**

R _____ (once) R _____ (eight times)

7.2.2. Site establishment R _____ (once) R _____ (eight times)**7.2.3. Demobilisation (including transport costs from site to home basis)**

R _____ (once) R _____ (eight times)

7.2.4. Total for paragraph 7.2.1, 7.2.2, 7.2.3 R _____ (eight times)**7.3 Occupational Health and Safety****7.3.1 Occupational Health and Safety Rate per day: R _____**

7.4 SUMMARY TOTAL COST FOR ITEM I:**7.4.1. Diving Operations for 70 days**

ITEM	DESCRIPTION for 70 days diving operations	BID PRICE (EXCL. VAT)
6	REPORTS ON DIVING SERVICES (5 days)	R
7.1	DIVING RATES (divers + supervisors for duration of diving services) (7.1.2 & 7.1.3) (70 days)	R
7.1.1	DIVING RATE FOR DIVING TEAM ON SITE IF NOT DIVING (only day rate)	R
7.2	MOBILISATION, SITE ESTABLISHMENT AND DEMOBILISATION (EIGHT)	R
7.3.1	OCCUPATIONAL HEALTH AND SAFETY	R
TOTAL COST FOR ITEM I(EXCL. VAT)		R

1. SCOPE OF WORK**1.1. Tsojana Dam Scope of Work - : Diving Services required**

- 1.1.1. All fulton gates on the outlet tower of Tsojana Dam need to be replaced and the bottom outlet sealed. The client will supply the Diving Company with steel caissons to be installed on the outside of the tower, over the positions of the existing fulton gates, one at a time, in order to create a dry working area for the Mechanical Contractor to remove the old gates and to install the new gates.

2.1.1. Detailed statement of scope of work:

- 1.2.1. Lower the caissons into position and orientate them correctly for sealing.
- 1.2.2. Pump the water from the caisson in order to create a pressure difference and for the seals to start to function. This will ensure a dry working area for the Mechanical Contractor. Should there be any leaks after the water has been pumped from the caisson, the divers will have to seal off the leaks to secure a reliable seal that will last for the duration of the operation.
- 1.2.3. After installation of the any gate, the divers must detach the caisson and move it to the next gate that has to be replaced and ensure a watertight seal.
- 1.2.4. The above mentioned operations will be repeated three times as there are three gates to be replaced.
- 1.2.5. After the third gate has been installed, the caisson must be detached and taken out of the dam.
- 1.2.6. The fourth intake to be abandoned and sealed off by means of a blank flange against the bell-mouth. The cavity between the old wall sluice and the blank flange to be grouted up.

1.3. Report on diving services rendered**1.3.1 Method statement****2. OFFERS FOR ITEMS WHICH CAN NOT BE QUANTIFIED AT TIME OF BIDDING.****2.1. Time rate basis for bidding purposes only.**

- 2.1.1. The time indicated for diving time is a conservative estimate and is probably substantially higher than what is required for the particular project at hand. Allowance is made for any and all unforeseen situations/circumstances. Bidders must keep in mind that the actual diving time, as well as the number of Mobilisations; Site establishments; and Demobilisations might be lower as indicated. Therefore the final contract amount, may be considerable lower than the tendered amount.

- 2.1.2. The Bidders shall submit a price on the following basis for bid evaluation only, as the actual diving operation can not be quantified exactly. Bidders are requested to bid for these items on the estimates as stated below:

SITE	ITEM NUMBER	TIME ESTIMATE FOR ITEM
Tsojana Dam	Diving services (7.1)	15 days estimated normal diving time, but could be 40 days.
	Reports (6)	Compile reports = 4 days
Duration	All work	Approximately two months

2.2. Actual contract values

2.2.1. The final invoice and payment will be based on the actual diving times and operations at the quoted rates.

2.2.2. **Note: The divers must attach their transport log sheet, time sheet, accommodation costs, etc to their invoices as proof of all their expenditures prior to final payments by DWS.**

3. SCHEDULED DATES OF CONTRACT

3.1. Scheduled commencement dates for diving operations

Item No.	Brief description of item	Site	Scheduled dates
1.(a)	Mobilisation (eight)	Tsojana dam	To be confirmed with Area Office
1.(b)	Site establishment (eight)	Tsojana dam	To be confirmed with Area Office.
2.	2.1 Inspection dive 2.2 Lower caissons and position for sealing 2.3 Pump water from caissons 2.4 Detach and install caissons 2.5 Install blank flange on fourth intake and grout cavity between old wall sluice and blank flange.	Tsojana dam	As soon as site establishment is completed
3.	Report on diving operations Report to be supplied within 5 days of respective dive.	Tsojana dam	3.1 Initial report to be handed over on site after the investigation dive. 3.2 Final report within five days after the completion of the diving works after grouting cavity between old wall sluice and blank flange.
1.(c)	Demobilisation (eight)	Tsojana dam	To be completed within two days after completion of Item 2.

4. LOCATION OF SITE:

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4.1. Tsojana dam

4.1.1. Situated approximately 80 km from the town of Queenstown near a small town Cofimvaba in Eastern Cape province (For further information contact DWS Area Manager).

4.2. Road map

4.2.1. See any commercially available road map.

5. Depth of dive

5.1. Tsojana dam

5.1.1. F.S.L. = 1090 m Full Supply Level (metres above sea-level)
P.L. = 1090m Present level (m) on date
L.L. = 1070m Bottom level (m)

Then:

F.S.L. - L.L. = Maximum possible depth of dive (uncorrected)
P.L. - L.L. = Actual depth of dive (uncorrected) (m)

F.S.L. - L.L. = ± 20 m

P.L. - L.L. = ± 20 m

5.1.2. Remarks: The successful bidder should confirm the actual value of the P.L. from the Scheme manager/Area Engineer just prior to commencing with diving operations.

6. DETAILED REPORT(S) ON DIVING SERVICES

6.1. Time estimated 4 (days) Rate per day R _____

6.2. Provide final report with colour pictures. Rate for 4 days R _____

7. PRICE SCHEDULES**Note:**

- a) Rate for diving, mobilisation, site establishment, demobilisation costs etc. for an estimated period of **40** days.
- b) Adjudication of this bid will be evaluated in a **40** days diving operation.
- c) This price schedule must be completed for your bid to be considered.

7.1. Diving rates (9 hours per day) for a 40 days diving operation**7.1.1. Day rates for diving team on site if not diving**

Day rate R _____

7.1.2. Number of divers _____ Normal day.

Rates per hour R _____ R _____ 40 days (number of divers _____)

- i. State which classes of divers will be used for this diving operation and state how many divers per class : _____

7.1.3. Diving supervisor rates: Rate per hour R _____ R _____ 40 days**7.2. Mobilisation, site establishment and demobilisation****7.2.1. Mobilisation (including transport costs from home basis to site) R _____ (once)**
R _____ (eight times)**7.2.2. Site establishment R _____ (once) R _____ (eight times)****7.2.3 Demobilisation (including transport costs from site to home basis)**
R _____ (once) R _____ (eight times)**7.2.4. Total for paragraph 7.2.1, 7.2.2, 7.2.3 R _____ (eight times)****7.3 Occupational Health and Safety****7.3.1 Occupational Health and Safety Rate per day: R _____**

7.4 SUMMARY TOTAL COST FOR ITEM J:**7.4.1. Diving Operations for 40 days**

ITEM	DESCRIPTION for 40 days diving operations	BID PRICE (EXCL. VAT)
6	REPORTS ON DIVING SERVICES (4 days)	R
7.1	DIVING RATES (divers + supervisors for duration of diving services) (7.1.2 & 7.1.3) (40 days)	R
7.1.1	DIVING RATE FOR DIVING TEAM ON SITE IF NOT DIVING (only day rate)	R
7.2	MOBILISATION, SITE ESTABLISHMENT AND DEMOBILISATION (EIGHT)	R
7.3.1	OCCUPATIONAL HEALTH AND SAFETY	
TOTAL COST FOR ITEM J (EXCL. VAT)		R

7.4.2. Note: All items must be completed by the Bidder.

1. SCOPE OF WORK**1.1. Glen Brock Dam Scope of Work - : Diving Services required**

- 1.1.1. The existing outlet works to release water to the users downstream consists of an underwater concrete structure that links to a steel pipe that traverse underneath the dam wall, with a control valve at the downstream side of the dam. This arrangement is prone to blockages due to siltation and it is unsafe. Therefore it is the intension to create an upstream control point by attaching a flexible pipe to the underwater structure and to suspend it from a barge, to keep it clear from the silt. The linkage to the underwater structure would be via a standpipe that needs to be installed at the underwater inlet structure and that reaches above the current silt level. A flexible pipe will then connect the standpipe with the floating inlet.
- 1.1.2. The following tasks by the Divers will have to be completed before final installation of the floating inlet can take place:
 - 1.1.2.1. Divers must allow for an inspection dive to ascertain conditions as well as equipment needed.
 - 1.1.2.2. A safe working area must be cleared around the existing concrete underwater structure (desilting).
 - 1.1.2.3. A portion of the concrete and/or remaining steel works of the underwater structure must be removed/broken down in order to establish conditions suitable to adapt the underwater structure to accommodate the standpipe.
 - 1.1.2.4. The standpipe must be attached to an inlet manifold. This manifold must be inserted into the inlet portal of the existing underwater structure. A drawing of the underwater structure and the manifold is attached.
 - 1.1.2.5. Once the manifold has been installed, the standpipe must be connected to the manifold.
 - 1.1.2.6. The manifold and standpipe arrangement must be stabilised in one way or the other. Currently there are two option, namely to pack bags loosely filled with a sand and cement mix around and tight to the structure, or to create some sort of a cofferdam or formwork around the structure and to pour concrete to encase the underwater structure.
 - 1.1.2.7. If the latter option is the preferred one, then the divers will have to assist the concrete supplier with pumping concrete to the correct position and quantity.
 - 1.1.2.8. The position of the structure is approx 100m from the dam wall and could be as deep as 19m, depending on the water level in the dam.
 - 1.1.2.9. Installation of the standpipe.
 - 1.1.2.10. Connecting of standpipe to floating inlet via a flexible pipe.
 - 1.1.2.11. Testing of system to ensure no leaks and that the system is functioning properly.

1.2. Detailed statement of scope of work:

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- 1.2.1. The outlet manifold will be supplied by others.
- 1.2.2. There is a steel plate in front of the opening of the outlet to be removed. Any other steel protruding must also be trimmed in order to slide the manifold in place.
- 1.2.3. Divers must lower the manifold and position and anchor the manifold such that the placing of the concrete will not influence the positioning of the manifold.
- 1.2.4. After placing of the manifold in position, any gaps and/or places where there is not a proper seal, must be sealed by suitable means to prevent ingress of concrete into the downstream pipe work. This seal must be such that it will last for at least two weeks and will not be dislodged by the placing of the concrete. The sealant to be used will be decided upon jointly by Engineer and Divers.
- 1.2.5. The formwork for the placing of the concrete will in all likelihood be sandbags packed around the structure. Divers may suggest an alternative to the satisfaction of the Engineer.
- 1.2.6. Divers must then ensure the correct placing of the concrete as it is pumped into the formwork.
- 1.2.7. After a satisfactory curing period for the concrete, the flexible pipe must be attached to the standpipe and the barge.
- 1.2.8. The launching and anchoring of the barge will be done by others.

1.3. Report on diving services rendered

1.3.1 Method statement

2. OFFERS FOR ITEMS WHICH CAN NOT BE QUANTIFIED AT TIME OF BIDDING.

2.1 Time rate basis for bidding purposes only.

- 2.1.1. The time indicated for diving time is a conservative estimate and is probably substantially higher than what is required for the particular project at hand. Allowance is made for any and all unforeseen situations/circumstances. Bidders must keep in mind that the actual diving time, as well as the number of Mobilisations; Site establishments; and Demobilisations might be lower as indicated. Therefore the final contract amount, may be considerable lower than the tendered amount.
- 2.1.2. The Bidders shall submit a price on the following basis for bid evaluation only, as the actual diving operation can not be quantified exactly. Bidders are requested to bid for these items on the estimates as stated below:

SITE	ITEM NUMBER 1	TIME ESTIMATE FOR ITEM
Glen Brock Dam	Diving services (7.1)	21 days expected normal diving time, but could be 56 days.
	Reports (6)	Compile reports = 4 days
Duration	All work	Approximately six months

2.2. Actual contract values

- 2.2.1. The final invoice and payment will be based on the actual diving times and operations at the quoted rates.
- 2.2.2. **Note: The divers must attach their transport log sheet, time sheet, accommodation costs, etc to their invoices as proof of all their expenditures prior to final payments by DWS.**

3. SCHEDULED DATES OF CONTRACT

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3.1. Scheduled commencement dates for diving operations

Item No.	Brief description of item	Site	Scheduled dates
1.(a)	Mobilisation (Five)	Glen Brock dam	To be confirmed with Area Office
1.(b)	Site establishment (Five)	Glen Brock dam	To be confirmed with Area Office.
2.	2.1 Inspection dive 2.2 Desilt 2.3 Install manifold and stand pipe. 2.4 Test system	Glen Brock dam	As soon as site establishment is completed
3.	Report on diving operations Report to be supplied within 5 days of respective dive.	Glen Brock dam	3.1 Initial report to be handed over on site after the investigation dive. 3.2 Final report within five days after the completion of the diving works after testing the system.
1.(c)	Demobilisation (Five)	Glen Brock dam	To be completed within two days after completion of Item 2.

4. LOCATION OF SITE:

4.1. Glen Brock dam

- 4.1.1. Situated approximately 50 km from the town of Queenstown in the Eastern Cape province
(For further information contact DWS Area Manager).
- 4.1.2. GPS Coordinates: S 32° 03' 28.8" E 26° 31' 03.3"

4.2. Road map

- 4.2.1. See any commercially available road map.

5. Depth of dive

5.1. Glen Brock dam

- 5.1.1. F.S.L. = 1336 m Full Supply Level (metres above sea-level)
P.L. = 1336m Present level (m) on date
L.L. = ±1317 m Bottom level (m)

Then:

- F.S.L. – L.L. = Maximum possible depth of dive (uncorrected)
P.L. – L.L. = Actual depth of dive (uncorrected) (m)

- F.S.L. – L.L. = 19 m
P.L. – L.L. = 19 m

- 5.1.2. **Remarks:**The successful bidder should confirm the actual value of the P.L. from the Scheme manager/Area Engineer just prior to commencing with diving operations.

6. DETAILED REPORT(S) ON DIVING SERVICES

- 6.1. Time estimated 4 (days) Rate per day R _____ Rate for 4 days R _____
 6.2. **Provide final report with colour pictures.**

7. PRICE SCHEDULES**Note:**

- Rate for diving, mobilisation, site establishment, demobilisation costs etc. for an estimated period of 56 days.
- This is not a fixed price quotation and may increase or decrease according to changes of the scope of work during the diving operation on site.
- Adjudication of this bid will be evaluated in a 56 days diving operation.
- This price schedule must be completed for your bid to be considered.

7.1. Diving rates (9 hours per day) for a 56 days diving operation

7.1.1. Day rates for diving team on site if not diving
 Day rate R _____

7.1.2. Number of divers _____ Normal day.
 Rates per hour R _____ R _____ 56 days (number of divers _____)

- i. State which classes of divers will be used for this diving operation and state how many divers per class : _____

7.1.3. **Diving supervisor rates:** Rate per hour R _____ R _____ 56 days

7.2. Mobilisation, site establishment and demobilisation

7.2.1. Mobilisation (including transport costs from home basis to site) R _____ (once)
 R _____ (five times)

7.2.2. Site establishment R _____ (once) R _____ (five times)

7.2.3. Demobilisation (including transport costs from site to home basis)
 R _____ (once) R _____ (five times)

7.2.4. **Total for paragraph 7.2.1, 7.2.2, 7.2.3** R _____ (five times)

7.3 Occupational Health and Safety

7.3.1 Occupational Health and Safety Rate per day: R _____

7.4 SUMMARY TOTAL COST FOR ITEM K:**7.4.1. Diving Operations for 56 days**

ITEM	DESCRIPTION for 56 days diving operations	BID PRICE (EXCL. VAT)
6	REPORTS ON DIVING SERVICES (4 days)	R
7.1	DIVING RATES (divers + supervisors for duration of diving services) (7.1.2 & 7.1.3) (56 days)	R
7.1.1	DIVING RATE FOR DIVING TEAM ON SITE IF NOT DIVING (only day rate)	R
7.2	MOBILISATION, SITE ESTABLISHMENT AND DEMOBILISATION (FIVE)	R
7.3.1	OCCUPATIONAL HEALTH AND SAFETY	R
TOTAL COST FOR ITEM K(EXCL. VAT)		R

7.4.2. Note: All items must be completed by the Bidder.

1. SCOPE OF WORK

1.1. Bronkhorstspuit Dam Scope of Work - : Diving Services required

- 1.1.1. Inspect condition of 2×bellmouth (with sleeve valves) and 4×bellmouth (with blank flanges) and gather all necessary dimensions such that a suitable plug and/or service gate can be designed.
- 1.1.2. Remove screen (approximately 100kg in weight) at live intake and reinstall screen when completed.
- 1.1.3. Inspect condition of 4×rails and ensure that existing rails are parallel, pay special attention to any docking mechanism that may be present on the existing rails, with a view of drawing a detailed technical drawing of such mechanism.
- 1.1.4. Install plug or service gate.
- 1.1.5. Once sleeve valve has been refurbished, remove plug and install on next inlet.
- 1.1.6. Once sleeve valve has been refurbished, remove plug and install on blanked off inlet.
- 1.1.7. Once 4×blank flanges have been manufactured and 1×blank flange installed, remove plug and install on next blanked off inlet.
- 1.1.8. Once blank has been installed, remove plug and install on next blanked off inlet.
- 1.1.9. Once blank has been installed, remove plug and install on next blanked off inlet.
- 1.1.10. Once blank has been installed, remove plug

1.2. Detailed statement of scope of work:

- 1.2.1. Sleeve valve No. 2 is stuck in the closed position. Sleeve valve No. 1 is operating with great difficulty. Both valves need to be refurbished as soon as possible. With no suitable isolating valve and service gate, these valves can not be refurbished. Should both sleeve valves become inoperable, then there won't be any drinking water to the whole Kungwini and Western Highveld area.

1.3. Report on diving services rendered

1.3.1 Method statement

2. OFFERS FOR ITEMS WHICH CAN NOT BE QUANTIFIED AT TIME OF BIDDING.

2.1. Time rate basis for bidding purposes only.

- 2.1.1. The Bidders shall submit a price on the following basis for bid evaluation only, as the actual diving operation can not be quantified exactly. Bidders are requested to bid for these items on the estimates as stated below:

SITE	ITEM NUMBER 1	TIME ESTIMATE FOR ITEM
Bronkhorstspuit Dam	Diving services (10.1)	10 days estimated normal diving time
	Reports (8)	Compile reports = 1 day
Duration	All work	Approximately one month

2.2. Actual contract values

2.2.1. The final invoice and payment will be based on the actual diving times and operations at the quoted rates.

2.2.2. **Note: The divers must attach their transport log sheet, time sheet, accommodation costs, etc to their invoices as proof of all their expenditures prior to final payments by DWS.**

3. SCHEDULED DATES OF CONTRACT

3.1. Scheduled commencement dates for the 10 days diving operations

Item No.	Brief description of item	Site	Scheduled dates
1.(a)	Mobilisation (five times)	Bronkhorstspuit dam	To be confirmed with Area Office
1.(b)	Site establishment (five times)	Bronkhorstspuit dam	To be confirmed with Area Office.
2.	2.1 Refer to section 1.1 of the Scope of Work	Bronkhorstspuit dam	As soon as site establishment is completed
3.	Report on diving operations Report to be supplied within 5 days of respective dive.	Bronkhorstspuit dam	3.1 Initial report to be handed over on site after the investigation dive (measure inlet for plug). 3.2 Second report after installation of plug 3.3 Third report after removal of plug 3.2 Final report within five days after the completion of the diving works; after installing plug on the second inlet
1.(c)	Demobilisation (five times)	Bronkhorstspuit dam	To be completed within two days after completion of Item 2.

4. LOCATION OF SITE:

4.1. Bronkhorstspuit dam

4.1.1. Situated approximately 40 km from the town of Bronkhorstspuit in Gauteng province (For further information contact DWS Area Manager).

4.2. Road map

4.2.1. See any commercially available road map.

5. Depth of dive

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5.1. Bronkhorstpruit dam

- 5.1.1. F.S.L. = ± 1430 m Full Supply Level (metres above sea-level)
P.L. = 1430 m Present level (m) on date
L.L. = 1403m Bottom level (m)

Then:

- F.S.L. - L.L. = Maximum possible depth of dive (uncorrected)
P.L. - L.L. = Actual depth of dive (uncorrected) (m)

- F.S.L. - L.L. = ± 27 m
P.L. - L.L. = ± 27 m

- 5.2. **Remarks:** The successful bidder should confirm the actual value of the P.L. from the Scheme manager/Area Engineer just prior to commencing with diving operations.

6. REPORT(S) ON DIVING SERVICES

- 6.1. Time estimated 1 (day) Rate per day R _____ Rate for 1 day R _____
6.2. Provide final report with colour pictures.

7. PRICE SCHEDULES

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Note:

- a) Rate for diving, mobilisation, site establishment, demobilisation costs etc. for an estimated period of ten days.
- b) Adjudication of this bid will be evaluated in a ten days diving operation.
- c) This price schedule must be completed for your bid to be considered.

7.1. Diving rates (9 hours per day) for a ten days diving operation

7.1.1. Day rates for diving team on site if not diving

Day rate R _____

7.1.2. Number of divers _____ Normal day.

Rates per hour R _____ R _____ 10 days (number of divers _____)

- i. State which classes of divers will be used for this diving operation and state how many divers per class : _____

7.1.3. Diving supervisor rates: Rate per hour R _____ R _____ 10 days

7.2. Mobilisation, site establishment and demobilisation

7.2.1. Mobilisation (including transport costs from home basis to site)

R _____ (once) R _____ (five times)

7.2.2. Site establishment R _____ (once) R _____ (five times)

7.2.3. Demobilisation (including transport costs from site to home basis)

R _____ (once) R _____ (five times)

7.2.4. Total for paragraph 7.2.1, 7.2.2, 7.2.3 R _____ (five times)

7.3 Occupational Health and Safety

7.3.1 Occupational Health and Safety Rate per day: R _____

7.4 SUMMARY TOTAL COST FOR ITEM L:

7.4.1. Diving Operations for 10 days

ITEM	DESCRIPTION for 10 days diving operations	BID PRICE (EXCL. VAT)
6	REPORTS ON DIVING SERVICES (1 day)	R
7.1	DIVING RATES (divers + supervisors for duration of diving services) (7.1.2 & 7.1.3) (10 days)	R
7.1.1	DIVING RATE FOR DIVING TEAM ON SITE IF NOT DIVING (only day rate)	R
7.2	MOBILISATION, SITE ESTABLISHMENT AND DEMOBILISATION (FIVE)	R
7.3.1	DIVING PROJECT MANAGER'S RATE (10 days)	
TOTAL COST FOR ITEM L (EXCL. VAT)		R

ITEM M. ACCOMMODATION RATES

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ACCOMMODATION RATES					
ITEM NUMBER	SITE	NUMBER OF DAYS	NUMBER OF DIVING STAFF	DAILY ACCOMMODATION RATE (Including meals and Allowances)	TOTAL (Excl. VAT) (Number of diving staff x Daily Accommodation)
A	Grassridge Dam	73			R
B	Floriskraal Dam	73			R
C	Voelvlei Dam	80			R
D	Chueniespoort Dam	20			R
E	Acornhoek Dam	10			R
F	Bospoort Dam	25			R
G	Blydepoort Dam	73			R
H	Vaal Dam	20			R
I	Wentzel Dam	70			R
J	Tsojana Dam	40			R
K	Glen Brock Dam	56			R
L	Bronkhortspruit Dam	10			R
SUB TOTAL FOR ITEM M (Excl. VAT)					R

NOTE:

All open spaces must be completed in full.

ITEM N. OTHER RATES

Item no.	Description	Unit Price / Day Rate (excluding VAT)
1	Occupational Health and Safety	
2	First Aid and Medical Equipment	
3	Dive Medical Practitioner on call	
4	Abnormal loading	
5	8 Ton Crane Truck Hire	
6	14 Ton Crane Truck	
7	18 m Truck Loads	
8	Decompression Chamber on boat	
9	Decompression Chamber (Containerised)	
10	Voice Communication	
11	Diving Gas and / or Air	
12	Diving Cage (Certified) (Crocodile Dive Cage)	
13	Photographic Equipment – Video	
14	Photographic Equipment – Still	
15	Dredge Pump (5m ³ / day) (Stated)	
16	HP Compressor (Desilting)	
17	LP Compressor	
18	Underwater Cutting System (Broco)	
19	Underwater Welding System	
20	Welding Rods (60 Rods/Box)	
21	Barge / Floating Platform	
22	Rubber Boat	
23	Jack Hammers	
24	Hand Tools	
25	Specialised measuring equipment	
26	Chainblocks (Certified)	
27	Tirfors	
28	Drills And Bits	
29	Diving Lights for Underwater Use	
30	Air Lifting (Of Silt) Equipment (m ³ / hour) (Stated)	
31	50 kVA 380V Generator	
32	15 kVA 380V Generator	
	TOTAL (excl. VAT)	

Note:

The above table must be completed in full. Failure to complete the above table shall render your bid non-responsive.

ITEM O. SCHEDULE : GENERAL**VAT EXCLUDED IN BID PRICE**

SCHEDULE NO.	PAYMENT REF.	DESCRIPTION	UNIT	QUANT.	RATE	AMOUNT
1.1	8.5	SUMS STATED PROVISIONALLY BY THE ENGINEER				
1.1.1	8.5(a)	Provisional Sums For work to be executed (upon specific instruction of the Engineer) by the Contractor and valued in terms of the "valuation of variations" clause in the conditions of contract.	Sum	R300 000	-	R 300 000
1.1.2	8.5b1	For work to be executed by a Nominated Subcontractor.	Sum	R200 000	-	R200 000
1.1.3	8.5b2	Overheads, charges and profit on item 1.1.2	%	R200 000	10%	R20 000
1.1.4	8.5b2	Training, co-ordinating and supervision of a Nominated Emerging Sub-Contractor which is to be employed under this programme.	%	R50 000	10%	R5000
1.2	8.6	PRIME COSTS ITEMS				
1.2.1	8.6a	Prime cost of goods or materials to be supplied to the site of the Works upon specific instruction of the Engineer.	PC	R200 000	-	R200 000
1.2.2	8.6b	Overheads, charges and profit on item 1.2.1	Sum			
1.2.3	PSA12.5	Specialist Contractors/Engineer	%	R200 000	10%	R20 000
			PC	R200 000	-	R200 000
1.2.4	PSA12.5	Overheads, charges and profit on item 1.2.3	Sum			
1.2.5		Percentage mark-up as items approved by the client or his representative with attached invoices for material used.	%	R100 000	10 %	R10 000
			%	R100 000	10 %	R10 000
TOTAL SCHEDULE ITEM N CARRIED FORWARD TO SUMMARY					R	965 000
Is offer strictly to specification						
If not to specification, state deviation.						
Bidder name						
Company Name						
Note: BID price must exclude value added tax.						

ITEM P. PRICE SUMMARY

ITEM NO.	SITE	SUMMARY TOTAL COST (excl. VAT)	ACCOMMODATION (ITEM M) (excl. VAT)	TOTAL (SUMMARY TOTAL COST + ACCOMMODATION) (excl. VAT)
A	Grassridge Dam	R	R	R
B	Floriskraal Dam	R	R	R
C	Voelvlei Dam	R	R	R
D	Chueniespoort Dam	R	R	R
E	Acornhoek Dam	R	R	R
F	Bospoort Dam	R	R	R
G	Blydepoort Dam	R	R	R
H	Vaal Dam	R	R	R
I	Wentzel Dam	R	R	R
J	Tsojana Dam	R	R	R
K	Glen Brock Dam	R	R	R
L	Bronkhortspruit Dam	R	R	R
N	Other rates (Total, excl. VAT)			R
O	GENERAL			R 965 000
			TOTAL (excl. VAT)	R

Name of Bidder _____

Company Name _____

Signature of Bidder _____

Date _____

PART 6

BID DWS 06-1117 WTE

EVALUATION CRITERIA

**THREE YEAR TERM CONTRACT FOR
COMMERCIAL DIVING SERVICES WITHIN
OPERATION CLUSTERS (NORTHERN,
SOUTHERN, EASTERN AND CENTRAL) AND
DAM SAFETY REHABILITATION PROJECTS.**

EVALUATION CRITERIA

The 90/10 preference points system as prescribed in the Preferential Procurement Regulations, 2017 Pertaining to the Preferential Procurement Policy Framework Act, (ACT NO 5 OF 2000) (PPPFA) will be applied to evaluate this bid. The lowest acceptable bid will score 90points for price and a maximum of 10points will be awarded for attaining the Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.

DWS has adopted a 3 phase evaluation process. The evaluation process includes the following phases:

- Phase 1: Administrative Compliance and Mandatory Requirements
- Phase 2: Functionality compliance
- Phase 3: Price and preference

Phase 1: Administrative Compliance and Mandatory Requirements

Administrative Compliance

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

- Attach valid copy of Tax Clearance Certificate (To be verified on CSD-Central Supplier Database by SCM and SARS).
- Completion, signing and submission of SBD forms with the bid documents (SBD1, SBD 3.1, SBD4, SBD6.1, SBD8 and SBD9).
- Attach proof of active registration with CIPC/CIPRO

Mandatory Requirements.

Failure to submit any of the documents listed below will render your bid non-responsive and will be disqualified.

- Letter of Good Standing from Compensation Commissioner (Coid) or licensed Compensation Insurer.
- Letter of Good Standing from Department of Labour (UIF).
- Notary Joint Venture Agreement / Association Agreement (if applicable)
- The service provider (and in the case of a consortium or joint venture – at least one member of such consortium or joint venture) should submit a notary agreement between the parties and clearly identify the lead partner
- Track Record & Experience (schedule of similar work and value), with contactable reference(s).
- Complete Technical Schedules
- Complete all Price Schedules
- Compulsory Briefing Session Certificate

Phase 2: Functionality Compliance.

Bidders must score at least **65 out of 100** in respect of functionality in order to qualify for advancement to Phase 3. A bidder that scores less than **65 out of 100** 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 criteria is as follows (unless otherwise stated):

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

The evaluators are to score the bidder on a scale of 1 to 5 and use the scored value to determine the archived weight of the criterion.

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Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
Ability and Capability	Demonstrated skills and experience of each key personnel for this project; for example but not limited to, diving supervisors and divers. (Attach 1 page resume of each key project team member indicating qualifications, experience, accreditation / affiliation)		40	
	Submission of organization and staffing proposals and CVs.			
	Bidders must submit the academic qualification, copy of medical certificate and proof of registration with the Department of Labour:			
	(i) Diving supervisor (Commercial Diving ONLY)			
	<u>Class I Saturation diving supervisor</u>			
	4 Years or more experience	4		
	2 - 3 Years or more experience	2		
	<u>Class II Surface Supplied mixed gas diving supervisor</u>			
	4 Years or more experience	6		
	2 - 3 Years or more experience	4		
	<u>Class II Surface Supplied air diving supervisor</u>			
	3 Years or more experience	10		
	2 Years or more experience	8		
	1 Year or more experience	6		
	Less than 1 Year experience	4		
	<u>Class III Surface Supplied nitrox diving supervisor</u>			
	3 Years or more experience	20		
	2 Years or more experience	16		
	1 Year or more experience	12		
	Less than 1 Year experience	8		

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	Bidders must submit the academic qualification, copy of medical certificate and proof of registration with the Department of Labour (Commercial Diving ONLY)			
	(ii) Diver (Commercial Diving ONLY)			
	Class I Saturation diver		40	
	1 - 3 Years or more experience	4		
	Class II Surface Supplied mixed gas diver			
	3 Years or more experience	6		
	0 - 2 Years or more experience	4		
	Class II Surface Supplied air diver			
	3 Years or more experience	10		
	2 Years or more experience	8		
	1 Year or more experience	6		
	Less than 1 Year experience	4		
	Class III Surface Supplied nitrox diver			
	3 Years or more experience	20		
	2 Years or more experience	16		
	1 Year or more experience	12		
	Less than 1 Year experience	8		
Similar Work Undertaken	List of work of similar nature to that contained in this Contract (Complete "Annexure B – Schedule of Similar Work Undertaken by Bidder"). Note that only completed projects will be accepted. "Annexure B" must indicate the number of relevant work experience in Commercial Diving ONLY completed by the bidder.		20	
	4 or more Completed projects	20		
	2-3 Completed projects	15		
	1-2 Completed projects	10		
	Less than 1 Completed projects	5		
TOTAL			100 (65)	

Phase 3: 90/10 Principle will be applied in terms of the new Preferential Procurement Regulations, 2017 pertaining to the PPPFA Act no 5 of 2000.

During this phase, bidders will be further evaluated based on 90points for price and 10 points for attaining the B-BBEE Status Level of Contributor in accordance with the table indicated under SBD 6.1.

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.

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

SUB-CONTRACTING

The Department reserves the right to identify and implement procurement opportunities for designated groups where compulsory sub-contracting must be applied to any projects within this three year contract. This requirement shall be in line with the "Preferential Procurement Regulations, 2017"

During the identification and implementation of procurement opportunities for designated groups where compulsory sub-contracting must be applied, the contractor will be required to meet the 30% minimum subcontracting requirement to EMEs or QSEs that are 51% owned by the following enterprises:

- i. Black people
- ii. Black people who are youth
- iii. Black people who are women
- iv. Black people with disabilities
- v. Black people living in rural or underdeveloped areas or townships
- vi. Cooperatives which are 51% owned by Black people
- vii. Black people who are military veterans

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

Price

A detailed financial proposal must be submitted with the bid. Each item of the financial proposal must be linked to a specific deliverable of the Price Schedules.

A 10% mark-up is applicable across the board.

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.

FOR ENQUIRIES

FURTHER TECHNICAL INFORMATION: queries and questions of clarity can be addressed to Chief Director: Strategic Asset Management: Mr P Muneka contactable as follows: Tel: 012 336 7629 email: munekap@dws.gov.za and cc ngatit@dws.gov.za The **Bid number and the subject name** of this Bid should be clearly identified on the subject line when an enquiry is made.