



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

**DUE AT 11:00 ON**

**(CLOSING DATE: 07 January 2021)**

**BID DWS18-1120 WTE**

**A FRAMEWORK CONTRACT (PANEL OF CONTRACTORS) FOR CIVIL  
ENGINEERING SERVICES TO STOP POLLUTION OF THE VAAL RIVER  
INTEGRATED SYSTEM FOR THE PERIOD OF 36 MONTHS. CIDB REQUIREMENT  
FOR THIS BID IS 5CE OR HIGHER (MAIN BIDDER AND SUB-CONTRACTOR).**

**SUBMIT BID DOCUMENTS TO:**

**POSTAL ADDRESS:**  
DIRECTOR-GENERAL:  
WATER AND SANITATION  
PRIVATE BAG X313  
PRETORIA, 0001

**OR**

**TO BE DEPOSITED IN:**  
THE BID BOX AT THE ENTRANCE  
OF ZWAMADAKA BUILDING  
157 FRANCIS BAARD STREET  
PRETORIA, 0001

**Compulsory Briefing Session**

**Date:** 08 December 2020

**Time:** 13:00pm

**Venue:** Emfuleni Local Municipality at Reitspruit Wastewater Treatment Plant  
Gauteng Province

**BIDDER: (Company Address OR Stamp)**

**COMPILED BY: CONSTRUCTION**

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	BID DWS18-1120 WTE		CLOSING DATE:	07 JANUARY 2021	
			CLOSING TIME:	11:00	
DESCRIPTION	A FRAMEWORK CONTRACT (PANEL OF CONTRACTORS) FOR CIVIL ENGINEERING SERVICES TO STOP POLLUTION OF THE VAAL RIVER INTEGRATED SYSTEM FOR THE PERIOD OF 36 MONTHS. CIDB REQUIREMENT FOR THIS BID IS 5CE OR HIGHER (MAIN BIDDER AND SUB-CONTRACTOR)				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>THE BID BOX. AT THE ENTRANCE OF ZWAMADAKA BUILDING</b>					
<b>157 FRANCIS BAARD STREET</b>					
<b>PRETORIA, 0001</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Bid Office		CONTACT PERSON	Mr P. Maseko	
TELEPHONE NUMBER	012 336 7596/6544/7780/6562		TELEPHONE NUMBER	082 925 5625	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	bidenquirieswte@dws.gov.za		E-MAIL ADDRESS	MasekoP@dws.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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 ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, 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, shareholder<sup>2</sup>): .....

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.

<sup>1</sup>"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.

<sup>2</sup>"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**

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

[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 not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for 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
<b>PRICE</b>	
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

$P_s$  = Points scored for price of bid under consideration

$P_t$  = 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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

<b>Designated Group: An EME or QSE which is at least 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
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		
<b>OR</b>		
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 *audi alteram partem* (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	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? <b>(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).</b>  The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

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

**SBD 8**

### **CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Js365bW

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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



6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> 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.

<sup>3</sup> 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

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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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](http://www.treasury.gov.za)

**4. Standards**

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

**5. Use of contract documents and information; inspection.**

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.



**7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

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

## **10. Delivery and documents**

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

## **11. Insurance**

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. Spare parts**

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take



such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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|---|---|
| <b>16. Payment</b>                              | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>   |
| <b>17. Prices</b>                               | <p>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.</p>  |
| <b>18. Contract amendments</b>                  | <p>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.</p>   |
| <b>19. Assignment</b>                           | <p>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.</p>   |
| <b>20. Subcontracts</b>                         | <p>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.</p>   |
| <b>21. Delays in the supplier's performance</b> | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

#### **24. 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.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and duties</b>	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.
<b>33. National Industrial Participation Programme (NIP)</b>	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.
<b>34 Prohibition of Restrictive practices</b>	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 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



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**DEPARTMENT OF WATER AND SANITATION (DWS)  
REPUBLIC OF SOUTH AFRICA**

**Tender No. DWS18 -1120WTE  
07 January 2021**

**Framework contract (Panel of Contractors) for Civil Engineering services to stop  
pollution of the Vaal River Integrated System for the period of 36 Months**

**PROCUREMENT DOCUMENT**

Based on General Conditions of Contract for Construction Works – 3<sup>rd</sup> Edition 2015" issued by the South African Institution of Civil Engineering (GCC 2015).

**Issued by:**

Acting Director-General  
Department of Water and Sanitation  
285 Francis Baard Street  
Bothongo Plaza East Building  
PRETORIA 0001  
TEL: 012 392 1300

**Name of Tenderer: .....**



Department of Water and Sanitation (DWS)

Tender No. DWS18 -1120WTE  
07 January 2021

**Framework contract (Panel of Contractors) for Civil  
Engineering services to stop pollution of the Vaal River  
Integrated System for the period of 36 Months**

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C4            Site Information

**Tender No. DWS18 -1120 WTE**

07 January 2021

**Framework contracts (Panel of Contractors) for Civil  
Engineering services to stop pollution of the Vaal River  
Integrated System for the period of 36 Months**

**T1.1 Tender Notice and Invitation to Tender**

The Department of Water and Sanitation(DWS) invites tenders from suitably registered CIDB service providers to submit proposals of participation into the framework contracts (panel of contractors) for a three-year term (36 Months) without a commitment to a quantum of work to provide services.

**It is estimated that the tenderers must have CIDB contractor grading designations from 5CE & Higher**

**Prequalification: Only BBBEE Levels 1 and 2 will be considered**

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (August 2019) as published in Government Gazette No 42622, Board Notice 423 08 August 2019.

The Tender Documents will be available from e-Tender Publication Portal ([www.etenders.gov.za](http://www.etenders.gov.za)) of National Treasury of the Republic of South Africa from date of publication of the Notice of Request for Proposals in Government Tender Bulletin and/ or any national media. Any queries related to e-Tender Publication must be communicated with [eTenders@treasury.gov.za](mailto:eTenders@treasury.gov.za) or by contacting the Office of Chief Procurement Officer through Supply Chain Call Centre on 012 406 9222).

Enquiries shall be directed to Mr Patrick Maseko at [MasekoP@dws.gov.za](mailto:MasekoP@dws.gov.za) within 7 (seven) calendar days after the compulsory briefing session during office hours only (between 8:00 to 16:30 hours on working days). Please note that response(s) to enquiries will be communicated only to those tenderers who would have made enquiries. Therefore, it is a responsibility of tenderers or their representatives to ensure that their emails were received by making telephonic enquiries.

The closing time for receipt of tenders is **11:00 am on December 2020**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders must only be submitted on the tender documentation that is issued.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Issued by:

**Mr. T Balzer  
Acting Director-General  
Department of Water and Sanitation**

Department of Water and Sanitation (DWS)

Tender No. DWS18 -1120 WTE

07 January 2021

**Framework contract (Panel of Contractors) for Civil Engineering services to stop pollution of the Vaal River Integrated System for the period of 36 Months**

## T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (August 2019) as published Board Notice 423 of 2019 in Government Gazette No 42622 of 08August 2019.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.

### EVALUATION CRITERIA

Bids will be evaluated in accordance with the new Preferential Procurement Regulations, 2017, using 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000). The lowest acceptable bid will score 80 points for price and a maximum of 20 points will be awarded for attaining the Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution. Bids received will be evaluated on the five (5) phases namely **Compulsory sub-contracting, Mandatory requirements, Administrative Compliance, Technical Evaluation and Specification Compliance (Functionality), Price and Preference Points Claimed.**

#### Phase 1:

##### Compulsory subcontracting

##### Preferential procurement regulations, 2017 regulation 9

To give effect to the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act (Act No 5 of 2000), the prequalification criteria in terms of regulation 9 will be applicable.

Only Bidders who do have a 30 % sub-contracting agreement to an 51 % black owned EME or QSE will be considered for this bid. verification documentation to be submitted to confirm 30% sub-contracting compliance requirements (failure to submit the supporting documents, the Bidder will be disqualified):

- Sub-Contractor's Valid Sworn Affidavit or B-BBEE Status Level Verification Certificate
- Sub-Contractor's proof of Central Supplier Database registration
- Tax compliant with SARS (to be verified through CSD and SARS). Attach a copy of Tax Clearance Certificate and PIN
- Pro-forma sub-contracting agreement signed by both parties

**Phase 2:**  
**Mandatory requirements**

Failure to submit any of the documents listed below will render your bid non-responsive and will be disqualified.

**Yes - list the relevant documents required on the table below**

No	Criteria	Yes	No
1	Attendance of compulsory briefing session (if applicable)		
2	Professional Registration certificates with (ECSA, PMI or SACPCMP)		
3	CVs		
4	Schedule of similar work		
5	Proof of registration (main bidder and sub-contractors) with CIDB grading with a grading of 5CE or higher		

**Phase 3:**

**Administrative Compliance:**

Bidders are required to comply with the following listed below

No	Criteria	Yes	No
1	Companies must be registered with National Treasury's Central Supplier Database. Provide MAAA number on SBD1		
2	Tax compliant with SARS (to be verified through CSD and SARS). Attach a copy of Tax Compliance status PIN.		
3	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach copy of CIPC / CIPRO certificate.		
4	A valid letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 either from "Federated Employers Mutual Assurance (FEMA) and Compensation Fund "Department of Labour		
5	A copy of a valid UIF certificate of compliance or a valid letter of good standing/tender letter		
6	The bid must be signed by a director of the company or a duly authorised person, and proof of such authority must be submitted with the bid.		
7	A certified copy of B-BBEE Status Level Verification Certificate (failure to submit, the Bidder will forfeit the preferential points to be claimed).		
8	Initial and sign Section 2 Tender data		
9	Complete, sign, submit SBD 1, SBD 3.2, SBD 4, SBD 6.1, SBD 8, SBD 9		

**Phase 5**

**Evaluation of Price and Preference Points Claimed:**

During this phase, bid proposals that passed the phase three will be further evaluated based on the 80/20 preference points system in accordance with the PPPFA Act, where 80 points will be attained in respect of price and 20 points will be awarded to a bidder for attaining the B-BBEE Status Level of Contribution. In order to claim the B-BBEE Status Level of Contributor points, bidders must submit original and valid B-BBEE Status Level Verification Certificate or an originally certified copy thereof, issued by accredited Verification Agency/s by SANAS or 11.2.3.2 Registered Auditor approved by Independent Regulatory Board of Auditor (IRBA), together with their bid 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. EME's are also allowed to submit an original or originally certified sworn affidavit a sample of which is obtainable from the Department of Trade and Industry website (DTI) and CIPC website to claim points. 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 80 for price only and zero (0) points out of 20 for B-BBEE. Bidders are requested to complete the preference claim form in order to claim preference points. The points scored by a bidder in respect of points indicated above will be added to the points scored for price. The bid will be awarded in line with the Preferential Procurement Regulations 2017. It should be noted also that the Department reserve the right not to appoint any service provider. Each item of data given below is cross-referenced to the clause in the CIDB Standards Conditions to which it mainly applies.

Clause number	Tender Data
C.1.1	The employer is the Department of Water and Sanitation
C.1.2	The tender documents issued by the employer comprise the documents listed on the contents page
C.1.4	<p>The employer's agent is:</p> <p>Name: Mr Patrick Maseko</p> <p><b>Physical Address:</b> 285 Francis Baard Street, Bothongo Plaza East Building, Pretoria, 0001 Private Bag X 131, Pretoria 0001</p> <p><b>Telephone:</b> 012 392 1504</p> <p><b>Email:</b> MasekoP@dws.gov.za</p>
C.1.4	The language for communications is English
C.2.1	<p>Only those tenderers who are registered (as "Active") with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 5CE &amp; higher class of construction work, or higher, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <p>(a) Every member of the joint venture is registered (as "Active") with the CIDB.</p> <p>(b) The lead partner has a contractor grading designation in the 5CE and Higher class of construction work and has a grading designation of not lower than one level below the required grading designation;</p> <p>(c) The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (2013) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5CE and higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</p>
C.2.7	Compulsory briefing meeting for this bid will be held on 08 December 2020 at 13 H00.
C.2.12	No alternative tender offers will be considered
C.2.13.5	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p><b>Location of tender box:</b> Ground Floor, Zwamadaka Building</p> <p><b>Physical address:</b> DWS, Zwamadaka Building, 185 Francis Baard Street, Pretoria</p>
C.2.15	Tenderers should ensure that the employer receives the bid offer at the address specified in the bid data not later than the closing time stated in the bid data.
C.2.13.5	Tender documents shall be submitted Sealed, the original and each copy of the tender document as separate packages marking the packages as "ORIGINAL" and "COPY".



C.2.13.	<p>The tenderer is required to meet the following conditions in addition to the requirement for eligibility criteria as mentioned in Clause C.2.1.:</p> <p>(a) All declaration pages fully completed signed and submitted.</p> <p>(b) The tender documents completed in all respect, signed off by the authorised person of the tenderer wherever spaces are provided in permanent ink.</p> <p>(c) None of the documents have correction fluid on them. Any wrong entry, in case of correcting, stroked out by a single stroke and initialled by the Authorised signatory</p> <p>(d) The tender documents issued by DWS are not tampered with and the content remains unchanged.</p> <p>(e) Tenderers (including each member of joint venture or consortium or partnership agreement) must submit proof of registration with the National Treasury's Central Supplier Database (CSD). The CSD registration report must indicate but not limited to: Supplier Identification, Supplier Contact Information, Supplier Address, Supplier Bank Account, Tax Information and Company Directors).</p> <p>(f) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</p> <p>(g) The tenderer has not:</p> <ul style="list-style-type: none"> <li>• Abused the Employer's Supply Chain Management System; or</li> <li>• Failed to perform on any previous contract and has been given a written notice to this effect;</li> </ul> <p>(h) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;</p> <p>(i) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>(j) The employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p>
C.13.7	Seal the original tender document and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
C.3.4.1	Tenders will be opened immediately in the presence of tenderers who choose to attend at the time and place stated in the tender data.
C.2.16	The tender offer validity period is 90 days exclusive of closing date.
C.3.1.1	The employer will respond to requests for clarification received up to 5 working days before the tender closing time.
C.3.2	The employer shall issue addenda until 3 working days before tender closing time.
C.1.5	The employer reserve the right to cancel the tender
5.4	The time and location for opening of the Tender offers are as detailed in the Tender notice and invitation to tender (ref: T1.1) or in any addendum thereafter if applicable.
5.11.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.

C.3.11	<p>The procedure for the evaluation of responsive tenders is two <b>methods of preference point system</b>. One method will apply to scope of work that is less than R50,000,000 and the other method will apply to scope of work that is more than R50,000,000.</p> <p>The <b>80/20</b> preference points system will be used where the financial value (incl. VAT) of one or more responsive tender offers has a value that equals or is less than R 50,000,000. The Formula used to calculate the <b>Price Points</b>, and the <b>Preference Points</b> that will be allocated, will be according to the 2017 PPPFA Regulations.</p> <p>The <b>90/10</b> preference points system will be used where the financial value (incl. VAT) of all responsive tenders received have a value in excess of R50, 000,000. The Formula used to calculate the <b>Price Points</b>, and the <b>Preference Points</b> that will be allocated, will be according to the 2017 PPPFA Regulations.</p> <p>In the event that the project value is above R30 million when the order is issued by the department, bidders shall comply with <b>subcontracting as a condition of tender for procurement above R30 million</b> of the Preferential Procurement Regulations, 2017.</p> <p>For contracts above R30m, the 2017 PPPFA Regulations require organs of State to identify tenders, where it is feasible, to subcontract a minimum of 30% of the value of the contract to the following designated groups:</p> <ul style="list-style-type: none"> <li>(a) an EME or QSE;</li> <li>(b) an EME or QSE which is at least 51% owned by black people;</li> <li>(c) an EME or QSE which is at least 51% owned by black people who are youth;</li> <li>(d) an EME or QSE which is at least 51% owned by black people who are women;</li> <li>(e) an EME or QSE which is at least 51% owned by black people with disabilities;</li> <li>(f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;</li> <li>(g) a cooperative which is at least 51% owned by black people;</li> <li>(h) an EME or QSE which is at least 51% owned by black people who are military veterans; or</li> <li>(i) more than one of the categories referred to in paragraphs (a) to (h)</li> </ul>
C.3.13	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government ( see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> ) unless it is a foreign supplier with no local registered entity</li> <li>b) the tenderer is in good standing with SARS according to the Central Supplier Database;</li> <li>c) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>d) the tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect; and</li> </ul> </li> <li>e) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</li> </ul>

C.11

**Phase 4:  
Technical Evaluation and Specification Compliance**

The Functionality criteria (and sub-criteria if applicable) and maximum score in respect of each of the criteria are as follows;

Quality criteria	Evaluation Method	Maximum Points Score
Experience of the tenderer in, refurbishment, upgrade or construction of new municipal sanitation infrastructure projects	<p><b>Tenderers Experience:</b></p> <p>Tenderers should provide copies of appointment letters, completion certificates and assessment of bidder form per project in order to score points. Failure to submit all three documents will result in zero points</p> <p>A. Refurbishment, upgrade or installation of Bulk Sanitation/Water Infrastructure Completed Projects within the past five years.</p> <p>i) 3 projects = 10 points  ii) 5 projects = 15 points  iii) 7 or more projects = 20 points  <b>NB: Less than 3 projects = 0 points</b></p> <p>B. Highest value of project completed in the refurbishment, upgrade and construction of Bulk Water/Sanitation Infrastructure Project</p> <p>i) ≥ R 1.6 M but &lt; R3.0 M = 5 points  ii) ≥ R 3.0 M but &lt; R19 M = 10 points  iii) ≥ R 20 M but &lt; R60 M = 15 points  iv) ≥ R 60M = 20 points  <b>NB: Only one (1) Project will be scored</b>  <b>NB: Less than R1.5 million project = 0 points</b></p>	Max Points = 40 (a + b)
Technical Team Capability (Anything below National Certificate or not Civil Engineering related will be allocated 0 Points)	<p><b>(a) Contract Manager</b></p> <p>Experience in Rehabilitation/Repairs or installation of Bulk Water or Sewer (Waterborne) Construction Projects  <i>(CV must reflect list of all projects completed and their duration)</i></p> <p>&gt;10 Years 20 Points  ≥ 5 but ≤ 10 Years 15 Points  ≥ 3 but &lt; 5 Years 10 Points  Less than 3 Year 0 Points</p> <p><b>(b) Technical Qualifications &amp; Professional Registration</b></p> <p><i>(CV and certified copies to be submitted)</i></p> <p><i>(Anything below National Certificate or not Civil Engineering related will be allocated 0 points)</i></p> <p>Professional Registration with (ECSA, PMI or SACPCMP) 10 Points</p> <p>BSc or B-Tech 8 Points</p> <p>Diploma 5 Points</p> <p>National Certificate 3 Points</p>	Max Points = 30 (a + b)

Technical Team	<p><b>(c) Construction Manager</b> Experience in Rehabilitation/Repairs or installation of Bulk Water or Sewer (Waterborne) Construction Projects <i>(Submit a list of all projects completed with contact details)</i></p> <p>&gt;10 Years10 Points</p> <p>≥ 5 but ≤ 10 Years 7 Points</p> <p>≥ 3 but &lt; 5 Years 5 Points</p> <p>Less than 3 Year 0 Points</p> <p><b>(d) Technical Qualifications &amp; Professional Registration</b> <i>(CV and certified copies to be submitted)</i> <i>(Anything below National Certificate or not Civil Engineering related will be allocated 0 points)</i></p> <p>BSc or B-Tech 10 Points</p> <p>Diploma 7 Points</p> <p>National Certificate1 Points</p>	Max Points 20																								
Technical Team	<p><b>(e) Foreman</b> Experience in Rehabilitation/Repairs or installation of Bulk Water or Sewer (Waterborne) Construction Projects <i>(Submit a list of all projects completed with contact details)</i></p> <p>&gt; 10 Years15 Points</p> <p>≥ 5 but ≤ 10 Years10 Points</p> <p>≥ 3 but &lt; 5 Years5 Points</p> <p>Less than 3 Year 0 Points</p>	Max Points 15																								
<p><b>PLANT AND EQUIPMENT OWNED BY THE TENDERER</b></p> <p>A maximum of 25 points will be allocated as indicated below for Plant and Equipment owned by the Tenderer, and which will be available for the project, should the Tenderer be successful. Resources to be hired by the Contractor: If the Contractor does not own some or any of the Plant listed below, and chooses to hire some or all of the required Plant, then the points indicated below will be awarded at 50% of the stated points for any of the relevant items of Plant or Equipment hired. Points for hired Plant will only be allocated if an original Letter of Intent is attached from a Plant Hire Company.NB: Proof of ownership to be attached in order to claim points.</p> <table><tr><th>Type of plant or equipment</th><th>Number of plants or equipment</th><th>Maximum points for hired plant</th><th>Maximum points of owned plants</th></tr><tr><td>Excavator (min 20 ton)</td><td>One or more</td><td>2.5</td><td>5</td></tr><tr><td>TLB</td><td>One or more</td><td>4</td><td>8</td></tr><tr><td>Sewer High Pressure Jetting Machine</td><td>One or more</td><td>4</td><td>8</td></tr><tr><td>Water Pressure Testing Machine</td><td>One or more</td><td>1</td><td>2</td></tr><tr><td>Worker Compactor</td><td>One or more</td><td>1</td><td>2</td></tr></table>		Type of plant or equipment	Number of plants or equipment	Maximum points for hired plant	Maximum points of owned plants	Excavator (min 20 ton)	One or more	2.5	5	TLB	One or more	4	8	Sewer High Pressure Jetting Machine	One or more	4	8	Water Pressure Testing Machine	One or more	1	2	Worker Compactor	One or more	1	2	25 Points
Type of plant or equipment	Number of plants or equipment	Maximum points for hired plant	Maximum points of owned plants																							
Excavator (min 20 ton)	One or more	2.5	5																							
TLB	One or more	4	8																							
Sewer High Pressure Jetting Machine	One or more	4	8																							
Water Pressure Testing Machine	One or more	1	2																							
Worker Compactor	One or more	1	2																							
TOTAL		130																								

**Minimum Threshold for pre-qualification for 8CE and 9CE higher is 80% (or minimum of 104 points) for the tenderer to be selected to participate in a closed tender process.**

**Minimum Threshold for pre-qualification for 6CE and 7CE is 70% (or minimum of 91 points) for the tenderer to be selected to participate in a closed tender process.**

**Minimum Threshold for pre-qualification for 5CE is 50% (or minimum of 65 points) for the tenderer to be selected to participate in a closed tender process**

#### **ANY OTHER IMPORTANT INFORMATION**

Should Contractors with CIDB Contractor Grade from Level 7 or higher with construction value of R30Million and above be appointed to the panel of Contractors for the construction of Water and Sanitation Infrastructure projects, such Contractors shall sub-contract at least thirty percent (30%) of the work allocated to them to 100% Black emerging Water and Sanitation Contractors (SMMEs). to encourage development within such emerging Contractors.

A post award meeting will be held with all successful tenderers. The Department reserves the right to appoint more than one tenderer.

#### **Order of Preference**

The intention is to have a panel of suitably qualified Contractors, to be engaged on an "as and when" required basis to participate in a closed tender process.

The successful tenderers will be required to maintain the status of information submitted as per the points claimed in the Functionality Test for the duration of the contract, i.e. maintain the Contract Manager and the Construction Manager / Foreman as per the tender document. The successful tender is required to consult the employer about any staffing changes in advance, failure to consult will result in the penalties prescribed in the GCC being applied.



Department of Water and Sanitation (DWS)

**Tender No. DWS18 -1120WTE**

07 January 2021

**Framework contracts (Panel of Contractors) for Civil Engineering services to stop pollution of the Vaal River Integrated System for the period of 36 Months**

### **T.2.1 List of returnable documents**

The Tender Document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever. The Tenderer is required to complete each Schedule and Form listed below to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection because the tender is not responsive.

**NB: list of returnable documents are covered under administrative, functionality and mandatory compliance and on schedule 3**

#### **B Other documents required for tender evaluation purposes**

The tenderer must provide the following returnable documents:

- Verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies (see [www.sanas.co.za/directory/bbee\\_default.php](http://www.sanas.co.za/directory/bbee_default.php)), a registered auditor approved by IRBA, or a sworn affidavit in the case of a qualifying small enterprise or exempted micro enterprise, if preference points are claimed in respect of Broad-Based Black Economic Empowerment.

## 1. Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

**2. Proposed amendments and qualifications, (NB applicable when work is issued)**

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

The Tenderer's attention is drawn to clause C.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Tenderers must not include deviations or qualifications relating to the scope of work in this schedule where they are required to submit an Approach Paper.

Page	Clause or item	Proposal

Signed

Date \_\_\_\_\_

Name

### Position

*Tenderer*



### 3. Compulsory Declaration

The following particulars must be furnished. In the case of a joint venture, separate declaration in respect of each partner must be completed and submitted.

#### Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

#### Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
---	--

#### Section 3: SARS Information

Tax reference number	
VAT registration number:	<i>State Not Registered if not registered for VAT</i>

#### Section 4: CIDB registration number

CIDB Registration number (if applicable)	
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#### Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

#### Section 6: Particulars of principals

**principal:** means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

**Section 7: Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

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

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

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

**Section 8: Record of family member in the service of the state**

**family member:** a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                |   |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

**Section 9: Record of termination of previous contracts with an organ of state**

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

☐ Yes ☐ No (Tick appropriate box)

If yes, provide particulars (interest separate page if necessary)

#### Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
  - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
  - b) National Treasury's Database of Restricted Suppliers (see [www.treasury.gov.za](http://www.treasury.gov.za))
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on a non-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Name

Date

Position

Enterprise name

#### 4. Preferencing schedule: Broad Based Black Economic Empowerment Status

NB: Only applicable for bidders that have scored the minimum threshold for functionality

#### 5. Schedule 1: Experience of the tenderer

The experience of the tenderer as a company (as opposed to key staff members) in the Framework contracts for (Panel of Contractors) of Civil Engineering services within the Sedibeng Regional Sanitation Scheme to stop pollution of the Vaal River Integrated System with specific reference to the 5 years' experience and above.

Tenderers should very briefly describe his or her experience in this regard, emphasising the nature of the works and complexity and attach this to this schedule.

The description should be put in tabular form with the chosen category, i.e. following heading used as an example for the chosen category

Employer, contact person and telephone number, where available	Description of work (service)	Value of work (i.e. the service provided) inclusive of VAT (Rand)	Date completed

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

Signed

Date

Name

Position

Tenderer

## 6. Schedule 2: Experience of key personnel

The experience of the tenderer as a company (as opposed to key staff members) in the Framework contracts (Panel of Contractors) for Civil, engineering services with specific reference to the applicable category as a main contractor over the last 5 years.

Tenderers should very briefly describe his or her experience in this regard, emphasising the nature of the works and complexity and attach this to this schedule.

### CV's to be attached as per the functionality

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

Signed

Date

Name

Position

Tenderer

## 7. Schedule 3 : Plant and Equipment

The Tenderer is to submit the list of plant and equipment to be used should the contractor be awarded the package contract.

Below is a list of major items of relevant plan and equipment that I/we presently own or lease and is required for this contract or will be leased or hired for this contract if my/our tender is accepted.

a) Details of plant and equipment that is owned by us and is immediately available for this contract:

Description	Size, Capacity	Quantity	Owned/Hired

NB: Proof of ownership or an original Letter of intent from a Plant Hire Company to be attached



Department of Water and Sanitation (DWS)

Tender No. DWS18 -1120WTE  
07 January 2021

**Framework contracts (Panel of Contractors) for Civil Engineering services to stop pollution of the Vaal River Integrated System for the period of 36 Months**

## C1.1 Form of Offer and Acceptance

### Offer

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a prequalification of contractors to be included in the:

Framework contracts (Panel of Contractors) for Civil Engineering services within the Sedibeng Regional Sanitation Scheme to stop pollution of the Vaal River Integrated System for the period of 36 Months.

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

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions for an amount to be determined in accordance with the conditions of contract identified in the Contract Data without any guarantee regarding a quantum of work.

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 including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

Name &  
signature of  
witness

(Insert name and address of  
organisation)

Date

## Acceptance

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer to be included in the Panel of Contractors to be invited to tender for **Civil Engineering services to stop pollution of the Vaal River Integrated System for the period of 36 Months**. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1      Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C3      Scope of Work
- Part C4      Site Information

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. 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, contact the Client'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 tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now *Contractor*) within five working 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		Signature	
Name(s)		Name(s)	
Capacity		Capacity	
<b>for the Employer</b>	Department of Water and Sanitation Bothongo Plaza East Building, 285 Francis Baard Street, Pretoria, 0001	<b>for the Contractor</b>	
Name & signature of witness		Name & signature of witness	
Date:		Date:	

## Confirmation of Receipt

The Tenderer, identified in the Offer part of this agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this agreement today:

the.....(day)

of.....(month)

20.....(year)

At.....(place)

## For the Contractor

Signature.....

Name(s).....

Capacity.....

Signature and name of witness:

Signature.....

Name(s).....



# Schedule of Deviations

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

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

By the duly authorised representatives signing this agreement, the *Employer* and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from the draft contract, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the *Employer* during this process of offer and acceptance.

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



Department of Water and Sanitation (DWS)

Tender No. DWS18 -1120WTE

07 January 2021

**Framework contracts (Panel of Contractors) for Civil Engineering services to stop pollution of the Vaal River Integrated System for the period of 36 Months**

**Part C1.2 Contract Data**

The Conditions of Contract are the General Conditions of Contract for Construction Works(2015<sup>3rd</sup> Edition) published by the South African Institution of Civil Engineering. The Contract Data (including variations and additions) shall amplify, modify or supersede, as the case may be, the GCC 2015 to the extent specified below, and shall take precedence and shall govern. Each item of data given below is cross-referenced to the clause in the GCC 2015 to which it mainly applies.

- 1.1.1.13 The Defects Liability Period is as per PS.5.
- 1.1.1.14 The time for achieving Practical Completion, from the Commencement Date is 36 months. The period as stated in 5.3.2, and the 7 days referred to in 5.3.3, are included in the above time for achieving Practical Completion.
- 1.1.1.15 The Employer is the Department of Water and Sanitation (DWS) as represented by:  
Gauteng Provincial Head: Mr Sibusiso Mthembu
- 1.2.1.2 The address of the Employer is:  
Physical: Bothongo Plaza East Building, 285 Francis Baard Street, 0001  
Postal: Private Bag X995, PRETORIA, 0001  
Telephone: 012392 1303  
E-Mail: [Mthembusi@dws.gov.za](mailto:Mthembusi@dws.gov.za)
- 1.1.1.16 The name of the Employer's Agent is Mr Patrick Maseko
- 1.2.1.2 The address of the Employer' Agent is:  
Physical: Bothongo Plaza East Building, 285 Francis Baard Street, 0001  
Postal : Private Bag X995, PRETORIA, 0001  
Telephone: 012 392 1504  
e:mail: [MasekoP@dws.gov.za](mailto:MasekoP@dws.gov.za)  
Or  
Mr Daniel Mongwe (SCM)  
Physical: Bothongo Plaza East Building, 285 Francis Baard Street, 0001  
Postal: Private Bag X995, PRETORIA, 0001  
Telephone: 012 3921530  
e-mail: [Mongwed@dws.gov.za](mailto:Mongwed@dws.gov.za)
- 3.2.3 The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:

- 3.2.3 The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:
- 5.3.1 The documentation required before commencement with Works execution are:
- Health and Safety Plan will be required at employment stage
  - Initial program (refer to Clause 5.6)
  - Security (Performance Guarantee) - refer to Clause 6.2
  - ☐ Insurance will be required at employment stage
- 5.3.2 The time to submit the documentation required before commencement with Works is 14 Days.
- 5.3.3 Add the following paragraph:
- "If a construction work permit, in terms of Clause 3(1) of the Construction Regulations (2014), is applicable, the instruction to commence carrying out of the works may only be issued once the construction work permit has been obtained by the Employer's Agent. If a construction work permit is applicable, the contractor shall allow for a minimum period of 37 days, after the submission (or re-submission) of the documentation referred to in Clause 5.3.1., for the issuing of the construction work permit."
- 5.4.2 The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information.
- 5.8.1 Normal working hours are from 07h00 to 16h30. In the event of emergency call-outs, a 24 hour standby is required, seven days a week.
- 5.8.1 The non-working days are Saturday and Sunday.
- All statutory holidays as declared by National or Regional Government.
- 5.9.1 The penalty for delay in failing to complete the Works within the agreed period to be addressed in line with GCC.

5.16.3 The latent defect liability period is 1 Year.

6.2.1 Security (Performance Guarantee): Delete the word "selected" and replace it with "stated".

The liability of the Performance Guarantee shall be as per the following table:

Value of Contract (incl. VAT)	Performance Guarantee Required
Less than or equal to R 1m	Nil
Greater than R 1m and less than or equal to R 10m	5%
Greater than R 10m	10%

6.8.2 Contract Price Adjustment Factor: Escalation shall be in accordance with SEIFSA Table C (index of Actual Wage Rates). Any other escalation shall be negotiated with the Employer on the basis of SEIFSA indices and AA rates.

The base month is: July (to coincide with SEIFSA adjustments)

6.10.1.5 The percentage advance on materials not yet built into the Permanent Works is: Nil

The percentage advance on Plant not yet supplied to Site: Nil

6.10.3 Retention Money: Not Applicable

8.6.1.1.2 The value of Plant and materials supplied by the Employer to be included in the insurance sum: Nil

8.6.1.1.3 The amount to cover professional fees for repairing damage and loss to be included in the insurance sum: Nil

8.6.1.2 SASRIA Coupon Policy for Special Risks to be issued in joint names of Council and Contractor for the full value of the works (including VAT).

8.6.1.3 The limit of indemnity for liability insurance: R 10,000,000

8.6.1.5 Furthermore, the insurance cover effected by the Contractor shall meet the following requirements:

Third Party Insurance (Public Liability)

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, for the period of the contract, inclusive of the maintenance period: R 1,000,000
- Consequential loss to be covered by policy : Yes
- Liability section of policy to be extended to cover blasting: Not Applicable
- Maximum excess per claim or series of claims arising out of any one occurrence: R 10,000

Principal's own surrounding Property Insurance

- Minimum amount for any one occurrence unlimited as to the number of occurrences against any claim for damage which may occur to the Council's own surrounding property: R 1,000,000
- Maximum first excess: R10,000

#### Insurance of Works

- Minimum amount for additional removal of debris (no damage): Nil
- Minimum amount for temporary storage of materials off site, excluding Contractor's own premises: R200,000
- Minimum amount for transit of materials to site: R 200,000

8.6.5 **Approval by Employer:** At the end of the sub-clause, add the following paragraph:

"Except where otherwise provided in the Special Conditions of Contract, the insurance cover effected by the Contractor in terms of this clause shall not carry a first loss amount greater than those set out below :

Contract Price	First Loss
Less than R 100,000	R 5,000
R 100,000 to R 500,000	R 10,000
R 500,000 to R 1,000,000	R 20,000
R 1,000,000 to R 2,000,000	R 30,000
R 2,000,000 to R 4,000,000	R 40,000
Greater than R 4,000,000	R 50,000

The insurance policy shall contain a specific provision whereby cancellation of the policy prior to the end of the period referred to in Cause 8.2.1 cannot take place without the prior written approval of the Employer."

10.7.1 Failing ad-hoc adjudication, the determination of disputes shall be by arbitration.



Department of Water and Sanitation (DWS)

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**Framework contracts (Panel of Contractors) for Civil Engineering services to stop pollution of the Vaal River Integrated System for the period of 36 Months**

## **Part C1.2 Contract Data**

The Conditions of Contract are the General Conditions of Contract for Construction Works (2015 3<sup>rd</sup> Edition) published by the South African Institution of Civil Engineering. The Contract Data (including variations and additions) shall amplify, modify or supersede, as the case may be, the GCC 2015 to the extent specified below, and shall take precedence and shall govern. Each item of data given below is cross-referenced to the clause in the GCC 2015 to which it mainly applies.

**C1.2.2.2 PART 2: DATA TO BE PROVIDED BY CONTRACTOR**

1.1.1.9 The legal name of Contractor is:

.....

.....

.....

.....

1.2.1.2 The Physical address of the Contractor is:

.....

.....

.....

.....

The Postal address of the Contractor is:

.....

.....

.....

.....

The contact numbers of the Contractor are:

Telephone: .....

Fax: .....

The e:mail address of the Contractor is:

.....

•



## **C.2.2 Bill of Quantities (BOQ)**

The successful contractors will be invited (on close tender) to price the project specific Bid Document with Bill of Quantity.



Department of Water and Sanitation (DWS)

Tender No. DWS18 -1120WTE

07 January 2021

**Framework contracts (Panel of Contractors) for Civil Engineering services to stop pollution of the Vaal River Integrated System for the period of 36 Months**

## **C3: Scope of work**

### **1 Description of the works and services**

#### **1.1 Background**

The pollution caused by spillages of raw sewage into the Vaal River has negative environmental and health impact. The population growth and development has led to a demand that exceeds the design capacity of the wastewater treatment works in the Sedibeng region, resulting in restrictions to socio and economic growth. In summary, the region is faced with the following challenges:

- Discharge of non-compliant effluent into the Vaal River.
- Negative environmental and health impact.
- Restrictions to the socio economic growth in the area, which is an impediment to investment potential of the province (i.e. Savannah City and River City).
- Ageing infrastructure within the Sedibeng Region, resulting in high maintenance costs and performance failures.
- The current demand exceeds the design capacity of all Waste Water Treatment Works.
- Infrastructure vandalism and poor maintenance.
- Leaks in distribution systems and illegal connections, resulting in non-revenue water.

Whilst there is general acknowledgement of the Emfuleni Local Municipality being the biggest contributor to the challenges facing the Vaal River, the up and down stream users are also having a major role in the damage caused to the environment along the Vaal River.

The Sedibeng Regional Sewer Scheme (SRSS) was introduced as one of the catalytic projects included in the Strategic Implementation Projects (SIP) to be funded by the Department of Water and Sanitation through Regional Bulk Infrastructure Grant program to address sanitation challenges in the Vaal and deal with overloaded and aging infrastructure for both Midvaal Local Municipality and Emfuleni Local Municipality. Two WWTWs are being upgraded in these municipalities, i.e. Meyerton WWTW and Sebokeng WWTW (Module 6).

Furthermore; due to lack of preventative maintenance, vandalism and the fact that some refurbishment on pump stations was lastly done in the 2008/2009 financial year and partially in 2018/19 financial year, more spillages and non-compliant effluent discharge occur on a regular basis.

#### **1.2 Employers objectives**

DWS's objective in entering into a framework contract for a three-year term for the appointment of panel of contractors on an as and when instructed basis, is to secure the services of contractors capable of stopping pollution of the Vaal River Integrated System within the Sedibeng Regional Sanitation Scheme. This will ensure that all wastewater treatment infrastructures are resuscitated to an operational state and pollution in the Vaal River is stopped by addressing the following components:-

- Gravity and Rising main: Leakages and deficiencies in the sewer network system replaced and repaired.
- Pump stations: Prioritize upgrade of forty-four (44) pump stations.
- Wastewater Treatment Works: All four (4) treatment plants in Midvaal and Emfuleni Local municipalities should be refurbished to optimal functionality.

### **1.3 Overview of the Works**

The intervention services for a three-year term within the Sedibeng Regional Sanitation Scheme in Gauteng Province (see C4: Site Information) include the following but not limited to as and when required until wastewater treatment are fully operational.:

- a) Refurbishment and upgrading of municipal sanitation infrastructure in wastewater treatment plants and bulk lines
- b) Refurbishment and upgrading of pump stations;
- c) Refurbishment and upgrading of gravity and rising mains; and
- d) Desludging of wastewater treatment works and sludge drying beds.

### **1.4 Extent of the works and services**

Details of the various portions of the WWTWs are included under the various sections under the scope of work description for the specific portion.

#### **1.4.1 Sebokeng Wastewater Treatment Works**

Sebokeng WWTW design capacity is 100 Ml/day; consisting of three Modules (Module 3, 4 and 5), currently overloaded and receiving an inflow of about 151 Ml/day. However, this is not the true reflection of the incoming flow due to the fact that various pump stations are not functional. A new BNR plant, Head of works, BNR Plant Module 6 and a Sludge De-watering Plant is currently under construction (Module 6), but not commissioned.

The Works to be carried out by the Contractors covers the following (refurbishment):

- Module 3 BNR(30 ML/day)
- Module 3 Inlet works
- Module 4 BNR(35 ML/day)
- Module 4 Chlorination
- Module 5 BNR(35 ML/day)
- Module 5 Chlorination

NB: This description of the works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this contract.

#### 1.4.2 Leeuwkuil Wastewater Treatment Works

Leeuwkuil WWTW is designed to treat 36 M<sup>3</sup>/day, though the plant is overloaded, currently a minimal influent is being experienced due to blockages and flooding pump stations.

The Works to be carried out by the Contractor covers the following (refurbishment):

- Bio-filters (Module 1, 16ML/day)
- Inlet works (Module 1)

#### 1.4.2 Rietspruit Wastewater Treatment works Refurbishment

Rietspruit WWTW design capacity is 36 ML/day and consists of module 1, the original Bio-Filter Plant and module 2, the BNR Plant with a new inlet works. However, all the flow is diverted to bio-filters due to non-functional bioreactor which has been out of operation for months.

The Works to be carried out by the Contractors covers the following (refurbishment):

- Bio-filters (16ML/day)
- BNR (20ML/day)
- Inlet works

#### 1.4.3 Meyerton Wastewater Treatment Works

- BNR
- Bio-filter

#### 1.4.5 Sewer Pump Stations Refurbishment

The existing 44 Pump Stations in the Emfuleni Local Municipality Sewer System is split into two Drainage Areas, i.e. Southern Drainage and the Northern Drainage Areas. Currently all the Emfuleni Pump Stations are running over capacity and pumps are running basically 24 hours a day due to the increased flow created over the last 20 years.

The Works to be carried out by the Contractors covers the following (refurbishment and upgrade);

- Pump Station 2 and 2A
  - Pump Station 8
  - Pump Station 9
  - Pump Station 10
  - Pump Station 5
  - And additional 39 Pump Stations (later stage)
- } Critical and prioritised

#### 1.4.6. Bulk Sewer Lines Upgrades

The Works to be carried out by the Contractors covers the following (inspection and replacement);

- Bulk sewer line pump station 2 to Leeuwkuil pump station
- Bulk sewer line pump station 9 to pump station 8

#### 1.4.7 Gravity and Rising Mains Upgrades

The Works to be carried out by the Contractors covers the following (inspection, replacement and upgrade);

- Gravity and Rising main Leeuwkuil

- Gravity and Rising main Rietspruit
- Gravity and Rising main Sebokeng
- Gravity and Rising main Meyerton



Department of Water and Sanitation (DWS)

Tender No. DWS18 -1120WTE

07 January 2021

**Framework contracts (Panel of Contractors) for Civil Engineering services to stop pollution of the Vaal River Integrated System for the period of 36 Months**

#### **C4: Site information**

The Emfuleni Local Municipality is one of three Local Municipalities within the Sedibeng District Municipality situated in Vanderbijlpark, Gauteng, South Africa. It is the Western-most Local Municipality of the District, which covers the entire southern area of the Gauteng province extending along a 120 kilometres axis from east to west. The Emfuleni Local municipality has a flat topography that necessitates the use of pump stations to convey effluent from the industrial and residential distribution networks to the designated wastewater treatment works (WWTW). The waste water system consists of 3 wastewater treatment works; The Sebokeng, Rietspruit, and Leeuwkuil wastewater treatment works. In addition is the Meyerton wastewater treatment works under Midvaal Local Municipality.



The Sebokeng WWTW is situated approximately 18 km north-west of Vereeniging. The Works is bordered by the N1 to the west, R28 to the north, R553 to the east and R54 to the south. Meyerton WWTW is located in the south-west of Town of Meyerton. Leeuwkuil WWTW is located near Sharpeville and is bordered by R59 and R28. Rietspruit WWTW is located near Bophelong along R553.

**Annexure 2: Occupational Health and Safety Specification for  
Construction Works (Applicable during issuance of work)**

### **Annexure 3: Specification for the participation of local enterprises in the optimization, construction, renovation, refurbishment, alteration or maintenance of infrastructure**

A Contract Participation Goal (CPG) is stipulated in this contract as a contract condition whereby the Tenderer will have to identify and sub-contract minimum 30% of the work to companies from the Priority Population Group (PPG) who are >76% PPG (Priority Population Group) owned.

The successful Tenderer will be mandated to draw from a pool of historically disadvantaged M&E sub-contractors, authenticated under an Expression of Interest Tender. The CIDB ratings of these qualifying sub-contractors will range from those without a rating, to those who will be developed over the contract period to qualify for a targeted minimum of a 3CE, 3ME and 3EB rating.

#### **The CPG for this contract will be set at 30 %**

The principal contractor shall approve the selection of subcontractors with adherence to the sequence and requirements below:

1. Suitable subcontractors shall be selected from Emfuleni Local Municipality, where the project is being undertaken.
2. In the case where there are no suitable subcontractors in Emfuleni Local Municipality, and such is demonstrated by the contractor, the subcontractors may be selected from the two municipalities of Sedibeng District namely Midvaal and Lesedi LM's .
3. In the case where there are no suitable subcontractors in Emfuleni Local Municipality and two municipalities of Sedibeng District, subcontractors shall be selected from within the Gauteng Province.

The Engineer and Employer will confirm if the subcontractor is based in the correct Ward and if the requirements of this clause have been adhered to. It is a further condition of contract that the contractor is required to Supervise, Mentor and Transfer Skills to the selected subcontractors. The contractor will remain responsible for providing proper supervision of all subcontractors and will be responsible for the quality of work produced. Proof of payment to the subcontractors will be required to verify that the minimum CPG requirement has been achieved.

The penalty for not achieving the specified CPG will be 0.5% of the contract value for every 1% of CPG not achieved.



