



## DEPARTMENT OF WATER AND SANITATION

**DUE AT 11:00 ON**

**(CLOSING DATE: 25 NOVEMBER 2022)**

**DWS05-1022 WTE**

### **THE DEVELOPMENT OF AN ONSITE QUARRY AND PRODUCTION OF AGGREGATES TO BE SUPPLIED FOR THE CLANWILLIAM DAM IN THE WESTERN CAPE**

**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 November 2022

Time: 10:00 am

Venue: Clanwilliam Dam Site

GPS Coordinates: 32°11'07.2"S 18°52'24.1"E

BIDDER: (Company Address or Stamp)

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

### **TENDER DOCUMENT**

(Based on General Conditions of Contract for construction works. (3rd edition 2015) (GCC))



## DEPARTMENT OF WATER AND SANITATION

DWS05-1022 WTE

# THE DEVELOPMENT OF AN ONSITE QUARRY AND PRODUCTION OF AGGREGATES TO BE SUPPLIED FOR THE CLANWILLIAM DAM IN THE WESTERN CAPE

**Tender document created date: 10 August 2022**

**Issued by:**

Department of Water and Sanitation  
Zwamadaka building  
157 Francis Baard Street  
Pretoria  
0001

**Prepared by:**

Clanwilliam Dam Construction  
Raising of Clanwilliam dam Project  
Construction South  
Department of Water and Sanitation

**Administrative Contact:**

Email: [bidenquirieswte@dws.gov.za](mailto:bidenquirieswte@dws.gov.za)

**Technical Contact:**

M. Rohrs  
RohrsM@dws.gov.za



**DEPARTMENT OF WATER AND SANITATION**  
**DWS05-1022 WTE**

**CONTENT OF DOCUMENT (as presented)**

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- T1.3 Standard Conditions of Tender

**Part T2: Returnable documents**

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**THE CONTRACT**

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Tender

Part T1: Tendering procedures

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# DEPARTMENT OF WATER AND SANITATION

DWS05-1022 WTE

## THE DEVELOPMENT OF AN ONSITE QUARRY AND PRODUCTION OF AGGREGATES TO BE SUPPLIED FOR THE CLANWILLIAM DAM IN THE WESTERN CAPE

### T1.1 INVITATION TO TENDER

Documents may be downloaded from the Department of Water and Sanitation (DWS) website.  
[www.dws.gov.za](http://www.dws.gov.za)

Queries relating to the issue of these documents may be addressed in writing to

- Admin Queries:  
Email: [bidenquirieswte@dws.gov.za](mailto:bidenquirieswte@dws.gov.za)
- Technical Queries  
Email: M. Rohrs, RohrsM@dws.gov.za

A compulsory site clarification meeting with representatives of the Employer will take place at Clanwilliam Dam Site on 08 November 2022 starting at 10:00am

The closing time for receipt of tenders is 11:00 hrs on 25 November 2022. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders may 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.

# DEPARTMENT OF WATER AND SANITATION



DWS05-1022 WTE

## THE DEVELOPMENT OF AN ONSITE QUARRY AND PRODUCTION OF AGGREGATES TO BE SUPPLIED FOR THE CLANWILLIAM DAM IN THE WESTERN CAPE

### T1.2 TENDER DATA

#### TENDER AND CONTRACT STANDARDS CONDITIONS APPLICABLE TO THIS DOCUMENT

SANS 10845-1	Processes, methods, and procedures.
SANS 10845-2	Formatting and compilation of procurement documentation.
SANS 10845-3	Standard conditions of tender.
GCC	The General Conditions of Contract for Construction Works, 3rd Edition (2015), published by the South African Institution of Civil Engineering

#### INSTRUCTIONS TO BIDDERS

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

##### 1. ISSUING OF DOCUMENTS

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

## **2. COMPLETION OF BIDS**

- (a) The completed tender as submitted will be deemed to be part of the contract document.
- (b) The bid must be signed on Part A Invitation to Bid form (SBD 1) with all blanks filled in Part A Invitation to Bid and Part B Terms and Conditions for Bidding. All forms and schedules as per as per section T2 shall be submitted. The Pricing Schedule in Section C2 of the bid document must be fully completed and priced out by the bidder. Failure to do so will deem your bid invalid.
- (c) The bid documents shall not be separated in any way, nor must any pages be detached from the original documents.
- (d) Each page of the completed document that will be submitted should be initialled by the Bidder at the bottom of the page.
- (e) Not make any alterations or additions to the bid documents, except to comply with instructions issued by the Department, or necessary to correct errors made by the Bidder. All signatories to the bid offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.
- (f) Submit alternative bid offers only if a main bid offer, strictly in accordance with all the requirements of the bid documents, is also submitted. The alternative bid offer is to be submitted with the main bid offer together with a schedule that compares the requirements of the bid documents with the alternative requirements the Bidder proposes.

## **3. SIGNATURE ON BIDS**

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

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

## **4. DEPARTMENT NOT LIABLE FOR BIDDER'S EXPENSES**

The Department will not be held liable for any expenses incurred in preparing and submitting bids, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

## **5. REJECTION OF BID**

Bids not complying with the requirements of the tender data, specifications and clauses of SANS 10845-3 as stated below will be regarded as incomplete and will not be considered.

## **6. RESULTS OF BIDS**

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



## T1.2.1 TENDER SPECIFIC DATA

The conditions of tender are those contained in the latest edition of SANS 10845-3, Construction Procurement – Part 3: 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.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies

Clause number	TENDER DATA
<b>2</b>	<b>TERMS AND DEFINITIONS</b>
2.1	Wherever reference is made in the documentation to Bill of Quantities it shall also mean Pricing Schedule or Schedule of Quantities.
2.7	Wherever reference is made in the documentation to contractor it shall also mean service provider.
2.18	Bidder or Tenderer is the person or organization that submits a tender offer
<b>3</b>	<b>GENERAL REQUIREMENTS</b>
3.1	The Employer is the <b>Department of Water and Sanitation</b>
3.2	The tender documents issued by the employer comprise the following documents: <b>THE TENDER</b> <b>Part T1: Tendering procedures</b> T1.1 - Tender notice and invitation to tender T1.2 - Tender data <b>Part T2: Returnable documents</b> T2.1 - List of returnable documents T2.2 - Returnable schedules <b>THE CONTRACT</b> <b>Part C1: Agreements and Contract data</b> C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Performance guarantee <b>Part C2: Pricing data</b> C2.1 - Pricing assumptions C2.2 - Bill of quantities <b>Part C3: Scope of work</b> C3 - Scope of work <b>Part C4: Site information</b> C4 - Site information
3.3	The completed tender as submitted will be deemed to be part of the contract document.
3.4	The employer's agent is: Department of Water and Sanitation Construction Management Construction South –Raising of Clanwilliam Dam project Contracts Manager – Construction South
3.4	The language for communications is English.
3.5	The Department may accept or decline any tender offer and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Department shall not accept or incur any liability to a tenderer for such cancellation and rejections. The Department does not bind itself to accept the lowest or any bid.

Clause number	TENDER DATA
3.6	The competitive selection, open procedure shall be applied.
4	<b>TENDERER'S OBLIGATIONS</b>
4.1	<p>Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:</p> <p><b>An Entity is not eligible to submit a bid if:</b></p> <ul style="list-style-type: none"> <li>(a) the bidder does not comply with the legal requirements of the Department's Procurement.</li> <li>(b) the Entity submitting the bid is under restrictions or has principals who are under restriction to participate in the Department's procurement due to corrupt or fraudulent practices;</li> <li>(c) the Bidder does not have the legal capacity to enter into the contract;</li> <li>(d) the Entity submitting the bid is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;</li> <li>(e) the Bidder cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;</li> <li>(f) the Bidder cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract;</li> <li>(g) the Bidder has failed to perform on any previous contract and has been given a written notice to this effect;</li> <li>(h) the Bidder or a competent authorized representative of the Entity who submitted the tender has not attended the compulsory clarification meeting or site briefing session if applicable;</li> <li>(i) the bid offer is not signed by a person authorized to sign on behalf of the Bidder;</li> <li>(j) more than one bid has been submitted by a Bidder. Each Bidder shall submit only one bid for the same project, either individually as a Bidder or as a partner in a joint venture. No Entity can be a subcontractor while submitting a bid individually or as a partner of a joint venture in the same bidding process. An Entity, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity. A Bidder who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.</li> </ul>
4.7	<p>The arrangements for a compulsory site clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>The person/s attending site clarification meeting must sign the attendance register in the company's name they are representing.</p> <p>If needed, an addendum will be issued to those companies appearing on the attendance list.</p>
4.10	Tenderers are required to state the rates and currencies in South African Rand (ZAR).
4.12	No alternative tender offers will be considered.
4.13.1	Parts of each tender offer communicated shall be submitted as an original.
4.13.2	<p>An Entity is not eligible to submit a bid if the bid offer is not signed by a person authorized to sign on behalf of the Bidder. Each page of the completed document that will be submitted should be initialled by the Bidder at the bottom of the page.</p> <p>State clearly in Form D under T2.2 returnable documents and schedules the authorised signatories that are liable on the behalf of the tenderer, with proof from the employer or company.</p>

Clause number	TENDER DATA
4.13.5 4.15	<p>The ORIGINAL printed, completed tender document together with a cover letter and all supporting documents needs to be placed and sealed in an envelope. The enveloped needs to be clearly marked as follows:</p> <p>The employer's details and address for delivery of tender offers and identification details that are to be shown on envelope:</p> <p><b>1) <u>Tender Identical details:</u></b>  <b>Tender reference number: DWS05-1022 WTE</b></p> <p><b>TITLE OF TENDER:</b> THE DEVELOPMENT OF AN ONSITE QUARRY AND PRODUCTION OF AGGREGATES TO BE SUPPLIED FOR THE CLANWILLIAM DAM IN THE WESTERN CAPE</p> <p><b>2) <u>The employer's details and address for delivery of tender offers and closing time are:</u></b>  <b>Location of tender box:</b> THE BID BOX AT THE ENTRANCE  <b>Physical address:</b> ZWAMADAKA BUILDING  157 FRANCIS BAARD STREET, PRETORIA, 0001  <b>Closing date &amp; time:</b> 25 November 2022 at 11:00 hrs.</p> <p><b>3) <u>Name of the Bidder (shall be clearly shown)</u></b></p>
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers shall <b>NOT</b> be accepted.
4.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
4.16.1	The tender offer validity period is 120 days.
4.18	Provide, on request by the employer, any other material that has bearing on the tender offer within 5 working days of request.
4.19	The employer reserve the right to arrange access for the following inspections, tests, and analysis at bidder's facilities.
4.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Guarantee to the format included in Part C1.3 of this procurement document. (See also GCC 2015:Clause 6.2 - Security)
<b>5</b>	<b>EMPLOYER'S UNDERTAKINGS</b>
5.1	The Employer will respond to requests for clarification received up to seven (7) working days before the tender closing time.
5.2	The employer shall issue addenda until four (4) working days before tender closing time.
5.4	Tenders will be opened immediately after the closing time for tenders at 11:00am

Clause number	TENDER DATA																																						
5.8	<p>Bids will be evaluated in accordance with the new Preferential Procurement Regulations, 2017, using 90/10 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000. The lowest acceptable bid will score 90 points for price and a maximum of 10 points will be awarded for attaining the Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution. 100 points will be allocated for functionality (quality).</p> <p>Bids received will be evaluated on the five (5) phases namely:</p> <ol style="list-style-type: none"> <li>(1) Mandatory Requirements,</li> <li>(2) Pre-Qualification,</li> <li>(3) Functionality (5.11.9)</li> <li>(4) Administrative Compliance,</li> <li>(5) Price &amp; Preference (5.11.7 &amp; 5.11.8)</li> </ol>																																						
5.8	<p><b><u>Phase 1: MANDATORY REQUIREMENTS:</u></b></p> <p>Failure to submit any of the documents listed below may render your bid non-responsive and the bid will be disqualified.</p> <ul style="list-style-type: none"> <li>• Certificate of attendance at the compulsory site briefing session</li> <li>• One Certificate of completed similar project over and above R 90 million within the past 5 years. <b>Completion Certificate</b> – (<i>The completion certificate must meet the minimum requirements</i>)</li> <li>• Have a turnover not less than R450 million in the last 5 years (See Annexure B)</li> </ul>																																						
5.8	<p><b><u>Phase 2 : PRE-QUALIFICATION – COMPULSORY SUB CONTRACTING:</u></b></p> <p>Failure to submit any of the documents listed below may render your bid non-responsive and may be disqualified</p> <p><b><u>SUB-CONTRACTING:</u></b></p> <p>Failure to meet the below indicated prequalification criteria in terms of the PPR, 2017, Regulation 9, will automatically disqualify your bid.</p> <ul style="list-style-type: none"> <li>• Bidders must submit a list and contact information of subcontractors to be subcontracted (as and when required) in order to meet the 30% minimum subcontracting requirement. The subcontractors shall be EMEs or QSEs that are 51% Black owned by the following enterprises:</li> </ul> <table border="1" data-bbox="264 1464 1426 1995"> <thead> <tr> <th colspan="2"></th> <th colspan="2">Tick which type of enterprise is subcontracted</th> </tr> <tr> <th></th> <th>Enterprises</th> <th>QSE</th> <th>EME</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Black people</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td>Black people who are youth</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td>Black people who are women</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td>Black people with disabilities</td> <td></td> <td></td> </tr> <tr> <td>5.</td> <td>Black people living in rural or underdeveloped areas or townships</td> <td></td> <td></td> </tr> <tr> <td>6.</td> <td>Cooperatives which are 51% owned by Black people</td> <td></td> <td></td> </tr> <tr> <td>7.</td> <td>Black people who are military veterans</td> <td></td> <td></td> </tr> </tbody> </table>					Tick which type of enterprise is subcontracted			Enterprises	QSE	EME	1.	Black people			2.	Black people who are youth			3.	Black people who are women			4.	Black people with disabilities			5.	Black people living in rural or underdeveloped areas or townships			6.	Cooperatives which are 51% owned by Black people			7.	Black people who are military veterans		
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	<p>Bidders shall submit subcontracting agreements between the Employer and the subcontractor with this bid. Failure to submit subcontracting agreements shall render your bid non-responsive.</p> <p>Verification documentation to be submitted to confirm 30% sub-contracting compliance requirements (failure to submit the supporting documents, the Bidder will be disqualified):</p> <ul style="list-style-type: none"> <li>• B-BBEE status level verification certificate, or valid sworn affidavit of sub-contractor if applicable</li> <li>• The Sub-contractor's proof of Central Supplier Database registration (CSD).</li> <li>• Tax compliant with SARS (to be verified through CSD and SARS). Attach a copy of Tax compliance status PIN page.</li> <li>• Pro-forma sub-contracting agreement signed by both parties</li> </ul>																																									
5.11.9	<p><b><u>Phase 3: Functionality (Quality) Score (continue):</u></b></p> <p>Functionality is the terminology used to define the technical ability of the Tenderer, based on experience, to deliver the required product in accordance with the specialised quality, reliability and functionality.</p> <p>Points allocated for functionality shall be evaluated in accordance with the criteria as listed below table. An overall minimum threshold of 70 (M<sub>s</sub>) points out of total 100 (M<sub>s</sub>) must be achieved for the tender to be eligible. Tenderers who also fail to achieve the minimum score per criteria will be disqualified and not be eligible for further evaluations (Annexure J).</p> <p>See T2 returnable Annexure J for applicable documents with detail on point allocation for the sub-criteria's.</p> <table border="1" data-bbox="331 913 1348 1256" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: left;">Functionality Criteria</th> <th style="text-align: center;">Maximum number of points</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><b>1</b></td> <td><b><i>Schedule of Plant and Equipment</i></b></td> <td style="text-align: center;">10</td> </tr> <tr> <td style="text-align: center;"><b>2</b></td> <td><b><i>Past Experience</i></b></td> <td style="text-align: center;">10</td> </tr> <tr> <td style="text-align: center;"><b>3</b></td> <td><b><i>Method Statement</i></b></td> <td style="text-align: center;">40</td> </tr> <tr> <td style="text-align: center;"><b>4</b></td> <td><b><i>Quality Management System</i></b></td> <td style="text-align: center;">10</td> </tr> <tr> <td style="text-align: center;"><b>5</b></td> <td><b><i>Health and Safety Plan</i></b></td> <td style="text-align: center;">5</td> </tr> <tr> <td style="text-align: center;"><b>6</b></td> <td><b><i>Environmental Plan</i></b></td> <td style="text-align: center;">5</td> </tr> <tr> <td style="text-align: center;"><b>7</b></td> <td><b><i>Ability and Capability</i></b></td> <td style="text-align: center;">20</td> </tr> <tr> <td colspan="2"><b>Maximum possible score for quality (M<sub>s</sub>)</b></td> <td style="text-align: center;"><b>100</b></td> </tr> </tbody> </table> <p>The evaluators are to score the functionality criteria's and sub-criteria's as per the below table (unless otherwise stated). The score allocated needs to be applied as a percentage of total maximum allowed points for the evaluated specific criteria.'</p> <p style="text-align: center;"><b>Table 5.11.9 – Functionality Criteria Score</b></p> <table border="1" data-bbox="229 1413 1339 1756" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Score</th> <th style="text-align: left;">Prompt for judgement</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">0</td> <td>Failed to address the question / issue</td> </tr> <tr> <td style="text-align: center;">20</td> <td>A detrimental response / answer / solution – limited or poor evidence of skill / experience sought or high risk that relevant skills will not be available</td> </tr> <tr> <td style="text-align: center;">40</td> <td>Less than acceptable – response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.</td> </tr> <tr> <td style="text-align: center;">60</td> <td>Acceptable response / answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought</td> </tr> <tr> <td style="text-align: center;">80</td> <td>Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.</td> </tr> <tr> <td style="text-align: center;">100</td> <td>Excellent – response / answer / solution gives real confidence that the tenderer will add real value.</td> </tr> </tbody> </table> <p>The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality.</p> <p>This score of the criteria and sub criteria for quality will be used to determine the tender evaluation points awarded for quality in the formula as per Table 5.11.9</p>	Functionality Criteria		Maximum number of points	<b>1</b>	<b><i>Schedule of Plant and Equipment</i></b>	10	<b>2</b>	<b><i>Past Experience</i></b>	10	<b>3</b>	<b><i>Method Statement</i></b>	40	<b>4</b>	<b><i>Quality Management System</i></b>	10	<b>5</b>	<b><i>Health and Safety Plan</i></b>	5	<b>6</b>	<b><i>Environmental Plan</i></b>	5	<b>7</b>	<b><i>Ability and Capability</i></b>	20	<b>Maximum possible score for quality (M<sub>s</sub>)</b>		<b>100</b>	Score	Prompt for judgement	0	Failed to address the question / issue	20	A detrimental response / answer / solution – limited or poor evidence of skill / experience sought or high risk that relevant skills will not be available	40	Less than acceptable – response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.	60	Acceptable response / answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought	80	Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.	100	Excellent – response / answer / solution gives real confidence that the tenderer will add real value.
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Clause number	TENDER DATA			
5.4.4	<b>Phase 4: ADMINISTRATIVE COMPLIANCE</b>			
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 must submit CSD report. This must be included for all consortium /Joint venture partners			
2	Tax compliant with SARS. Attach a copy of Tax Clearance certificate and PIN. (To be confirmed through SARS) This must be included for all consortium /Joint venture partners			
3	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach copy of CIPC / CIPRO certificate. This must be included for all consortium /Joint venture partners			
4	Valid copy of B-BBEE Status Level Verification Certificate (failure to submit, the Bidder will forfeit the preferential points to be claimed) This must be included for all consortium /Joint venture partners			
5	A valid letter of Good Standing with the Compensation Commissioner from COIDA in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 and or third parties insurance registered with Financial Service Board This must be included for all consortium /Joint venture partners			
6	Initial and sign all required documents as per Tender data (T2)			
7	Letter of appointment of duly authorized person to sign bid. Proof of such authority must be submitted with the bid. If by an individual, must be signed by that individual or by someone on his behalf duly authorised thereto and proof of such authority must be produced. If the bid is by a Company, it must be signed by a person duly authorised thereto by a Resolution of a Board of Directors a copy of which Resolution, duly certified by the Chairman of the Company is to be submitted with the bid. Refer to returnable schedule documents Form D under T2.2			
8	Complete, sign, submit SBD1, SBD3.2, SBD4, SBD6.1			

Clause number	TENDER DATA																				
5.11.7 5.11.8	<p><b>Phase 5: Price and Preference Score:</b></p> <p>Preferential Procurement Regulations, 2017, Act no. 5 of 2000 will be used to evaluate this proposal as per the applicable threshold value.</p> <p>Bid proposals will be evaluated based on the 90/10 preference points system in accordance with the PPPFA Act (Act no. 5 of 2000). Where a maximum of 90 points will be awarded in respect of price and a maximum of 10 points will be awarded for B-BBEE status level.</p> <p><math>N_p</math> shall be calculated as described:</p> <p>Points are based on a tenderer's scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (B-BBEE, Act53 of 2003) and the regulations (2017) to the Preferential Procurement policy framework Act (PPPFA, Act 5 of 2000).</p> <p>Point awarded will be according to a tenderer's B-BBEE status level of contributor and summarized in the table below:</p> <table border="1" data-bbox="248 622 815 943"> <thead> <tr> <th>B-BBEE Status Level Contributor</th> <th>Number of Points (<math>N_p</math>) (90/10 System)</th> </tr> </thead> <tbody> <tr><td>1</td><td>10</td></tr> <tr><td>2</td><td>9</td></tr> <tr><td>3</td><td>8</td></tr> <tr><td>4</td><td>5</td></tr> <tr><td>5</td><td>4</td></tr> <tr><td>6</td><td>3</td></tr> <tr><td>7</td><td>2</td></tr> <tr><td>8</td><td>1</td></tr> <tr><td>Non -Compliant</td><td>0</td></tr> </tbody> </table> <p>Eligibility for preference point is subject to the following conditions:</p> <ol style="list-style-type: none"> <li>A bidders B-BBEE Status level shall be an original or certified copy of B-BBEE status level verification certificate in accordance with the revised Notice of Clarification published in the Notice 44 of 2015 published in Government Gazette 38799 on 15 May 2015 by the Department of Trade and Industry; and</li> <li>B-BBEE Status level shall be submitted as a certificate attached to returnable schedule (Annexure A) in T2; and</li> <li>The certificate shall:             <ol style="list-style-type: none"> <li>A valid certified copy of the original B-BBEE Status Level Verification Certificate; and</li> <li>Have been issued by a verification agency accredited by the South Africa National Accreditation System (SANAS); or</li> <li>Be in the form of a sworn affidavit, signed by the company representative and attested by a Commissioner of oath, confirming its annual total revenue and level of Black ownership in case of an Exempted Micro Enterprise (EME) or Qualifying Small Enterprise (QSE); and</li> <li>Be valid at the tender closing date; and</li> <li>Have a date of issue less than 12 (twelve) months prior to the tender closing data (see Tender Data 4.15); and;</li> </ol> </li> <li>Compliance with any other information requested to be attached to Returnable Schedule, T2, Annexure A; and</li> <li>Failure to submit a valid verification certificate(s) and/or all the information in compliance with, Returnable Schedule (T2) Annexure A, will result in 0 (zero) preference points awarded, unless the intended subcontractor is an EME that has the capability to execute the subcontract.</li> </ol> <p>In bids where there is Consortia/Joint Ventures, a consolidated valid B-BBEE certificate must be submitted.</p>	B-BBEE Status Level Contributor	Number of Points ( $N_p$ ) (90/10 System)	1	10	2	9	3	8	4	5	5	4	6	3	7	2	8	1	Non -Compliant	0
B-BBEE Status Level Contributor	Number of Points ( $N_p$ ) (90/10 System)																				
1	10																				
2	9																				
3	8																				
4	5																				
5	4																				
6	3																				
7	2																				
8	1																				
Non -Compliant	0																				
5.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> <li>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>the tenderer is in good standing with SARS according to the Central Supplier Database;</li> <li>the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance guarantee to the format included in Part C1.3 of this procurement document</li> </ol>																				

Clause number	TENDER DATA
	<ul style="list-style-type: none"> <li>d) 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>e) 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;</li> </ul> </li> <li>f) 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> <li>g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</li> <li>h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</li> </ul>
5.7	The number of paper copies of the signed contract to be provided by the employer to the successful bidder is One (1).



## **DEPARTMENT OF WATER AND SANITATION**

**DWS05-1022 WTE**

# **THE DEVELOPMENT OF AN ONSITE QUARRY AND PRODUCTION OF AGGREGATES TO BE SUPPLIED FOR THE CLANWILLIAM DAM IN THE WESTERN CAPE**

## **T2: RETURNABLE DOCUMENTS**

### **CONTENTS**

**T2.1: RETURNABLE DOCUMENTS**

**T2.2: LIST OF RETURNABLE DOCUMENTS AND SCHEDULES**



## **T2.1 RETURNABLE DOCUMENTS AND SCHEDULES**

**THE TENDER DOCUMENT MUST BE SUBMITTED AS A WHOLE** i.e. All volumes (including the fully priced and extended Provisional Bills of Quantities) as is bound together in one single document herein. All forms must be properly completed in black ink as required, and the document shall not be taken apart or altered in any way whatsoever.

Note: Should any of the below-mentioned documents and/or the entire Tender Enquiry Document not be submitted the tender submission may be viewed as NON-RESPONSIVE.



## T2.2 LIST OF RETURNABLE DOCUMENTS AND SCHEDULES

The tendered must complete the following returnable document:

<b>RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES THAT WILL BE INCORPORATED INTO THE CONTRACT</b>		
<b>Doc. Ref. Nr.</b>	<b>Document/ Schedule</b>	<b>Completed (Tick)</b>
SBD 1	SBD 1: Invitation to Bid	
SBD 3.2	SBD 3.2: Bill of Quantities – Non Firm Price (Priced and extended Provisional Bill of Quantities - Part C2.2)	
SBD 4	SBD 4: Declaration of Interest	
SBD 6.1	SBD 6.1: Preference Points Claim Form: General Conditions and Definitions	
FORM A	Certificate of Attendance at Compulsory Site Briefing session	
FORM B	Record of Addenda to Tender Documents	
FORM C	Compulsory Declaration	
FORM D	Certificate Authority of Signatory	
FORM E	Qualifications (if applicable)	
FORM F	Annual Financial Statements Declaration	
FORM G	Pro Forma Form of Offer and Acceptance (Part C1.1)	
FORM H	Contract Data (Part C1.2)	
FORM I	Pro Forma Performance Guarantee (Part C1.3)	
FORM J	Contractor's health and safety declaration	
FORM K	Agreement in terms of section 37(2) of the occupational health and safety act, no.85 of 1993 (Form of Occupational Health and Safety Act 1993)	
FORM L	Verification Documentation	
ANNEXURE A	Preferencing Schedule for Broad Based Black Economic Empowerment Status, together with original or certified copy of B-BBEE certificate	
ANNEXURE B	Portfolio Of Evidence for Final Payment Certificate	
ANNEXURE C	An original or certified copies valid Tax Clearance Certificate or SARS Pin issued by the South African Revenue Services.	
ANNEXURE D	Central Supplier Database (CSD) proof of registration containing MAAA number.	
ANNEXURE E	Originally certified copies of bidder's CIPC company registration documents listing all members with percentages	
ANNEXURE F	Excavation Of The Existing Clanwilliam Dam Rock Quarry	
ANNEXURE G	Letter of good standing from COIDA (Compensation for Occupational Injuries & Diseases Act)	

Tender

Part T2: Returnable documents

T2 2

Returnable documents & Schedules (index)

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**RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES THAT WILL BE INCORPORATED INTO THE CONTRACT**

<b>Doc. Ref. Nr.</b>	<b>Document/ Schedule</b>	<b>Completed (Tick)</b>
ANNEXURE H	Tenderer's specific experience related to this project (similar work undertaken and completed by bidder)	
ANNEXURE H-1	Schedule of similar work undertaken	
ANNEXURE I	Local Socio-Economic Development and Participation	
ANNEXURE J	Ability and Capability	
ANNEXURE J-1	Schedule of Qualifications / Experience of key project team members. Schedule: Experience of key staff with CV's (inclusive certified certificates of qualifications) of applicable work for key personnel.	
ANNEXURE K	Schedule of Proposed sub-contractor together with a pro-forma sub-contracting agreement signed by both parties	
ANNEXURE L	Schedule of Plant and Equipment	

**NOTE:** Failure to provide all these listed documents may result in the tender not being evaluated



## PART A INVITATION TO BID

SBD1

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

BID NUMBER:	DWS05-1022 WTE	CLOSING DATE:	25 November 2022	CLOSING TIME:	11:00 am
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DESCRIPTION	THE DEVELOPMENT OF AN ONSITE QUARRY AND PRODUCTION OF AGGREGATES TO BE SUPPLIED FOR THE CLANWILLIAM DAM IN THE WESTERN CAPE
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

THE BID BOX AT THE ENTRANCE OF ZWAMADAKA

157 FRANCIS BAARD STREET, PRETORIA 0001

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Bid office	CONTACT PERSON	M. Röhrs
TELEPHONE NUMBER	012 336 6562/7780/8151	TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	<a href="mailto:BidenquiriesWTE@dws.gov.za">BidenquiriesWTE@dws.gov.za</a>	E-MAIL ADDRESS	RohrsM@dws.gov.za

## SUPPLIER INFORMATION

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

[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]

1. 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]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
--	--	---	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

**SBD 1**



- IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO
- DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO
- IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  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.
  - 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 PIN 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: .....

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





## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

I, the undersigned, (name).....  
in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 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>2</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.

**SBD 4**



3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

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

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>	90
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	10
<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.

## SBD 6.1



- (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:

**SBD 6.1**



Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

**SBD 6.1**



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: .....



## NOTICE OF SITE BRIEFING SESSION

- 1.1 Bidders will be invited to quote to provide a service at Clanwilliam Dam in the Western Cape. Bidders are therefore invited to the compulsory site briefing session that will be held at Clanwilliam Dam Construction Site. (Personal Protective Equipment (PPE) such as safety boots will be required before entering the site to examine some of the items.)
- 1.2 Bidders are advised to acquaint themselves with the local conditions.
- 1.3 Claims that may arise at a later stage due to lack of information in this regard WILL NOT BE CONSIDERED.

### 2. COMPULSORY SITE BRIEFING DATE

The date and time of the site visit will be published in the Government Gazette along with the advertisement for this bid.

The site briefing sessions will be held at following venue: Clanwilliam Dam Construction Site

**NOTE: PLEASE NOTE THAT NO CLAIMS FOR ATTENDING THE COMPULSORY SITE BRIEFING / SESSION SHALL BE CONSIDERED. ALL COSTS PERTAINING TO ATTENDING THIS SESSION SHALL BE BOURNE BY THE CONTRACTOR(S).**

### 3. SITE DESCRIPTION

The dam site is situated on the Olifants River, in the Western Cape, approximately 2 km South-West of Clanwilliam town in the Western Cape province.

The site is immediately next to the N7 and accessed through a controlled gate. The gravel site roads will be regularly maintained but could get challenging under abnormal rainfall conditions.

There compulsory site inspection sessions shall be held as follows:

**Note: this contact number is for directions only. All other queries will be dealt via emails.**

OPERATIONAL AREA	VENUE FOR COMPULSORY SITE MEETING	GPS COORDINATES		CONTACT PERSON	CONTACT NUMBERS
		SOUTH	EAST		
Cederberg	Clanwilliam Dam, Construction South, Board room	32°11'07.2"S	18°52'24.1"E	M Röhrs	064 761 0991

FORM A



**FORM A CERTIFICATE OF ATTENDANCE AT SITE BRIEFING**

This is to certify that (*tenderer*) I, .....

was represented by the person of (Bidder) .....

of(*address*) .....

Telephone number .....

named below at the compulsory meeting held for all tenderers at (*location*).....

on(*date*)..... starting at (*time*).....

I acknowledge that the purpose of the meeting was to acquaint myself with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me to take account of everything necessary when compiling our rates and prices included in the tender.

Having previously studied the documents, I carefully examined the site and equipment. I have made myself familiar with all the equipment likely to influence the work and the cost thereof.

I further certify that I am satisfied with the description of the work and the explanations given by the Department of Water and Sanitation (DWS) Representative and I understand perfectly the work to be done, as specified and implied, in the execution of this Contract.

**Particulars of person attending the meeting: (Signed on behalf of Bidder) PRINT NAME & SIGNATURE**

Name: .. Signature: .....

Capacity: .....

**Attendance of the above person at the meeting is confirmed by the Employer's representative, namely:  
(PRINTED NAME & SIGNATURE)**

Name: .. Signature: .....

Capacity: ..... Date and Time: .....

# FORM B



## FORM B 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.		
11.		
12.		
13.		
14.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer



**FORM C 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**

<b>Name of enterprise:</b>	
<b>Contact person:</b>	
<b>Email:</b>	
<b>Telephone:</b>	
<b>Cell no</b>	
<b>Fax:</b>	
<b>Physical address</b>	
<b>Postal address</b>	

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

<b>Company / Close Corporation registration number</b>	
--	--

**Section 3: SARS Information**

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

**Section 4: CIDB registration number**

<b>CIDB Registration number (if applicable)</b>	
---	--

**Section 5: National Treasury Central Supplier Database**

<b>Supplier number</b>	
<b>Unique registration reference number</b>	

**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

# FORM C



## 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

# FORM C



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 an on-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

.....

.....

.....

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

Tender

Part T2: Returnable documents

T2.2

Compulsory Declaration

Page | 35

# FORM C



NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

Signed

Date

Name

Position

*Tenderer*

FORM D



**FORM D CERTIFICATE AUTHORITY OF SIGNATORY**

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

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation
--------------	------------------	--------------------	----------------------	------------------------

**A. CERTIFICATE FOR COMPANY**

I, ....., chairperson of the board of directors of  
.....,

hereby confirm that by resolution of the board taken on ..... 20.....

Mr/Ms....., acting in the capacity

of ....., was authorised to sign all documents in connection with this tender for

Contract reference number ..... and any contract resulting from it

on behalf of the company.

As witnesses: -

1. ....  
Witness Chairman

2. ....  
Witness Date

**FORM D**



**B. CERTIFICATE FOR PARTNERSHIP**

We, the undersigned, being the key partners in the business trading as

.....

hereby authorise Mr/Ms .....

acting in the capacity of ..... to sign

all documents in connection with the tender for Contract reference number .....

and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

**FORM D**



**C. CERTIFICATE FOR JOINT VENTURE**

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

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

<b>NAME OF FIRM</b>	<b>ADDRESS</b>	<b>AUTHORIZING SIGNATURE, NAME &amp; CAPACITY</b>
Lead Partner		
Partner 1		
Partner 2		
Partner 3		
Partner 4		

**FORM D**



**D. CERTIFICATE FOR SOLE PROPRIETOR.**

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

As witnesses: -

1. ....  
Witness Signature: Sole owner

2. ....  
Witness Date

**FORM D**



**E. CERTIFICATE FOR CLOSE CORPORATION**

We, the undersigned, being the key partners in the business trading as

.....  
.....

hereby authorise Mr/Ms .....,

acting in the capacity of ..... to sign

all documents in connection with the tender for Contract reference number .....

and any contract resulting from it on our behalf.

<b>NAME</b>	<b>ADDRESS</b>	<b>SIGNATURE</b>	<b>DATE</b>

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

# FORM E



## FORM E QUALIFICATIONS

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

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material qualifications.

Page	Clause or item	Proposal

Signed

Date

Name

Position

*Tenderer*

FORM F



**FORM F ANNUAL FINANCIAL STATEMENTS DECLARATION**

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the respondent, confirms that:

- 1) The enterprise's financial year end is .....
- 2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable
- 3) The enterprise has compiled its financial accounts [tick one box]:
  - internally  independently
- 4) The following statement applies to the enterprise [tick one box and provide relevant information]
  - enterprise has had its financial statements audited;  
name of auditor .....
  - enterprise is required by law to have an independent review of its financial statements  
name of independent reviewer .....
  - enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements
- 5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 12 months of the financial year end.  
*[Attach the income statement and the balance sheet contained in the financial statement]*
- 6) The annual turnover for the last financial year is R .....
- 7) The total assets as at the end of the last financial year is R .....
- 8) The total liabilities as at the end of the financial year is R .....

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer

## FORM G



### FORM G PRO FORMA FORM OF OFFER AND ACCEPTANCE

Pro Forma Form of Offer and Acceptance is in section – Contract C1, under C1.1

Complete this document and place back into bid at C1.1



## FORM I



# FORM I PRO FORMA PERFORMANCE GUARANTEE

Contract data is in section – Contract C1, under C1.3

Complete this document and place back into bid at C1.3



## FORM J CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHS Act 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2003.

To that effect a person duly authorised by the tenderer must complete and sign the declaration hereafter in detail.

### Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2003.
2. I hereby declare that my company / enterprise has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide a sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, approved by the Employer or his representative, before I will be allowed to commence with construction work under the contract. I hereby agree that my company/enterprise will not have a claim for compensation for delay or extension of time because of my failure to obtain the necessary approval for the said safety plan.
4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHS Act 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the bill of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS Act 1993 Construction Regulations 2003, including the cost for specific items that may be scheduled in the bill of quantities.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 30 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHS Act 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 3 of the OHS Act 1993 Construction Regulations 2003 before I will be allowed to proceed with any work under the contract.

SIGNATURE: ..... DATE: .....  
*(of person authorised to sign on behalf of the Tenderer)*



**FORM K HEALTH AND SAFETY ACT AGREEMENT**

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

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

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

SIGNED at ..... On this ..... day of ..... 20.....

For and on behalf of the Contractor: Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

for and on behalf of the Employer:

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

**NOTE: As and when required; the Contractor will be required to sign project specific agreements in terms of section 37(2) of the Occupational Health and Safety Act no 85 of 1993.**



**FORM L VERIFICATION DOCUMENTATION**

**VERIFICATION DOCUMENTATION**

The Tenderer shall attach the following documentation in support of the pre-qualification specification of this bid:

A valid B-BBEE Status Level Verification Certificate 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.

A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification certificate to substantiate their B-BBEE rating claims.

An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership to substantiate their EME rating claims.

An EME that is regarded as a Specialized Enterprise is required to submit a sworn affidavit confirming their annual turnover/allocated budget/ gross receipt of R10 million or less and level of percentage of black beneficiaries to substantiate their EME rating claims.

A QSE is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership or a B-BBEE level verification certificate to substantiate their QSE rating claims.

**NOTE: It is a requirement of this contract that the verification documentation of the names of proposed subcontractors for the work must be provided with the Tender.**

SIGNATURE: .....  
*(of person authorised to sign on behalf of the Tenderer)*

DATE: .....



## ANNEXURE A B – BBEE STATUS VERIFICATION CERTIFICATE

### Preferring schedule: Broad Based Black Economic Empowerment Status

#### Preamble

Section 10(b) of the Broad-Based Black Economic Empowerment Act of 2003 (Act No. 53 of 2003) states that “Every organ of state and public entity must take into account and, as far as is reasonably possible, apply any **relevant code of good practice** issued in terms of this Act in developing and implementing a preferential procurement policy.”

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003 including a generic code of good practice and various sector codes. The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBEE status. The B-BBEE status needs to be assessed in accordance with the applicable code.

#### 1 Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide sufficient evidence of their B-BBEE Status in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which their claims for preferences will be rejected.

#### 2 Sufficient evidence of qualification

##### 2.1 Exempted micro enterprises

Sufficient evidence of qualification as an Exempted Micro-Enterprise is a :

- a) a registered auditor’s certificate or similar certificate issued by an accounting officer as contemplated in the Close Corporation Act of 1984 in respect of the entity’s last financial year or a 12 month period which overlaps with its current financial year; or a certificate issued by a verification agency and which is valid as at the closing date for submissions; or.
- b) a sworn affidavit - B-BBEE Exempted Micro Enterprise (see [www.thedti.gov.za/gazettes/Affidavit\\_EME.pdf](http://www.thedti.gov.za/gazettes/Affidavit_EME.pdf))

##### 2.2 Enterprises other than micro exempted enterprises

Sufficient evidence of B-BBEE Status is:

- a) A valid copy of the certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS) or registered auditors approved by Independent Regulatory Board for Auditors (IRBA) and which is valid as at the closing date for submissions; or.
- b) a sworn affidavit – B-BBEE Qualifying Small Enterprise (see [www.thedti.gov.za/gazettes/BBEE\\_QUALIFYING\\_SMALL\\_ENTERPRISE.pdf](http://www.thedti.gov.za/gazettes/BBEE_QUALIFYING_SMALL_ENTERPRISE.pdf))

#### 3 Tender preferences claimed

The scoring shall be as follows:

B-BBEE status determined in accordance with the preferring schedule for Broad-Based Black Economic Empowerment	max points for preference
Form not completed or no-complaint contributor	0
Level 8 contributor	1
Level 7 contributor	2
Level 6 contributor	3
Level 5 contributor	4
Level 4 contributor	5
Level 3 contributor	8
Level 2 or contributor	9
Level 1 contributor	10

ANNEXURE A



4 Declaration

The tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions
- b) the tendering entity has been measured in terms of the following code *(tick applicable box)*
  - Generic code of good practice
  - Other – specify . . . . .
- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the tenderer confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature : .....

Name : .....

Duly authorised to sign on behalf of : .....

Telephone : .....

Fax: ..... Date : .....

Name of witness . . . . . Signature of witness . . . . .

- Note:**
- 1) Failure to complete the declaration will lead to the rejection of a claim for a preference
  - 2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference

**NOTE: ATTACHED TOGETHER WITH PREFERENCING SCHEDULE THE FOLLOWING:**

Attached a valid copy of B-BBEE certificate issued in accordance with the revised Notice of Clarification published in the Notice 44 of 2015 published in Government Gazette 38799 on 15 May 2015 by the Department of Trade and Industry.

Attached hereto this page is my / our B-BBEE Status Level verification Certificated. My failure to submit the certificate with my / our tender document may result in the award of 0 (zero) points for preference will be awarded and or maybe not eligible to tender.

SIGNATURE: .....  
*(of person authorised to sign on behalf of the Tenderer)*

DATE: .....



## ANNEXURE B

### ANNEXURE B - PORTFOLIO OF EVIDENCE OF PREVIOUS FINAL PAYMENT CERTIFICATE

The bidder must provide contactable proof that they have completed more than R450million worth of work in the last five years.

The bidder must supply evidence that sufficient working capital is available to commence with this project (letter of verification from the tenderer's bank that working capital to the value of the least 5% of the offer value)

Project Name	Start Date	Finish Date	Client	Value
			<b>Total</b>	

Attached hereto this page is my / our Portfolio of evidence for the final payment certificates, have a turnover not less than R450 million in the last 5 years.

SIGNATURE: .....  
(of person authorised to sign on behalf of the Tenderer)

DATE: .....

**ANNEXURE C**



**ANNEXURE C TAX COMPLIANCE STATUS  
PIN ISSUED PAGE**

**CONTRACTOR'S TAX COMPLIANCE STATUS PIN ISSUED PAGE**

Attached to this page: copy of a valid Tax Compliance Status Pin issued page by the South African Revenue Services.

Attached hereto this page is my / our Tax Compliance Status Pin issued by SARS. My failure to submit the requested Tax document with my / our tender document may lead to the conclusion that I / we may not be awarded the tender.

SIGNATURE: .....  
*(of person authorised to sign on behalf of the Tenderer)*

DATE: .....

**ANNEXURE D**



**ANNEXURE D CENTRAL SUPPLIER DATABASE**

**CONTRACTOR'S CENTRAL SUPPLIER DATABASE (CSD) PROOF OF REGISTRATION**

Attached to this page: Central Supplier Database (CSD) proof of registration containing MAAA number.

Attached hereto this page is my / our Proof of Registration with National Treasury's Central Supplier Database (CSD).

SIGNATURE: .....  
*(of person authorised to sign on behalf of the Tenderer)*

DATE: .....

ANNEXURE E



**ANNEXURE E COMPANY INTELLECTUAL PROPERTY  
COMMISSION CERTIFICATE**

**CONTRACTOR'S COMPANY INTELLECTUAL PROPERTY COMMISSION (CIPC/CIPRO) PROOF  
OF REGISTRATION**

Attached to this page: A copy of bidder's CIPC / CIPRO company registration documents listing all members with percentages.

Attached hereto this page is my / our Proof of CIPC/CIPRO active registration certificate.

SIGNATURE: .....  
(of person authorised to sign on behalf of the Tenderer)

DATE: .....



**ANNEXURE F - EXCAVATION OF THE EXISTING CLANWILLIAM DAM  
ROCK QUARRY**



**mineral resources**

Department:  
Mineral Resources  
REPUBLIC OF SOUTH AFRICA

DMR 10

Private Bag X 09, Roggebaai, 8012, Tel: 021 427 1000, Fax: 021 427 1046  
Atterbury House, 09 Riebeeck Street, Cape Town, 8001

**Enquiries:** DS Kunene **Ref:** Upgrade of Clanwilliam Dam, Western Cape Region  
**E-Mail Address:** Duduzile.Kunene@dmr.gov.za

**REGISTERED LETTER**

Department of Water and Sanitation  
Private Bag X 313  
PRETORIA  
0001

**Attention: Mr Kelvin Legge**

**RE: EXCAVATION OF THE EXISTING CLANWILLIAM DAM ROCK QUARRY TO UPGRADE  
CLANWILLIAM DAM IN THE WESTERN CAPE PROVINCE**

Reference is made to the meetings held in our Regional Office on 22 April 2016 and 13 July 2016 and a site inspection conducted on 2 August 2016 with Ms Karin van Aardt respectively.

1. This office does not object to the extension of the existing quarry based on the following:
  - a. The upgrade of the dam will provide the possibility of water to the farmers in the area.
  - b. The development entails the upgrade of the existing quarry which occurs on the dam basin.
  - c. Amongst other mitigation measures the following mitigation measures must be fully complied with:
    - i. Progressive mining must take place to allow for concurrent vegetation;
    - ii. Soil erosion measures must be put in place until such time the vegetation is established;
    - iii. All runnels and erosion channels must be backfilled and stabilised.
    - iv. Trees and shrubs must be planted around the borrow pit area to aid in screening of the borrow pit area;
    - v. Ensure that adequate fencing or demarcation is in place until such time the desired rehabilitated state is reached. In this case fences can be removed once the appropriate sloping and re-vegetation has been completed.
    - vi. The eradication and prevention of the establishment of alien plants and invasive species through the application of reasonable measures to control and eradicate any alien invasive species.
    - vii. The site clean-up must be done regularly during mining. All domestic waste must be placed in litter bins and such waste must be disposed off at a registered landfill site.

1

## ANNEXURE F



- viii. At least 300mm of topsoil (including rocky material) must be stored for later used during rehabilitation.
- ix. All hazardous substances (such as fuel and contaminated soils) must be stored in secure, safe and weatherproof facilities, underlain by a bunded
- x. The borrow pit side walls slope should have an overall batter of 1V:1H with 2m wide benches every 5m of vertical height with subvertical faces; and
- xi. The final surface level must be shaped to facilitate free draining areas and to prevent ponding of surface runoff.
- xii. An Environmental Control Officer who is either a botanist or a rehabilitation specialist must be appointed to foresee all the activities on site.
- xiii. The extracted material must only be used for the upgrade of the dam.
- xiv. After the site has been rehabilitated, a report must be submitted to this office for approval by the Regional Manager.

2. *Please note that In terms of section 28(1) of NEMA, 107 of 1998 (Act 107 of 98), as amended "every person who causes, has caused or may cause significant pollution or degradation of the environment must take reasonable measures to prevent such pollution or degradation from occurring, continuing or recurring, or, in so far as such harm to the environment is authorised by law or cannot reasonably be avoided or stopped, to minimise and rectify such pollution or degradation of the environment".*

If you have any further queries, you may contact the case officer at the above-mentioned contact details

Kind Regards,

.....

**REGIONAL MANAGER: MINERAL REGULATION  
WESTERN CAPE REGION**

Date: 2016/08/26

**ANNEXURE G**



**ANNEXURE G LETTER OF GOOD STANDING FROM COIDA**

**CONTRACTOR'S LETTER OF GOOD STANDING FROM COIDA**

Attached to this page: 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 and or third parties insurance registered with Financial Service Board

Attached hereto this page is my / our Letter of Good Standing from COIDA.

SIGNATURE: .....  
*(of person authorised to sign on behalf of the Tenderer)*

DATE: .....



**ANNEXURE H COMPANY EXPERIENCE**

**COMPANY EXPERIENCE**

Attached to this page:

1. Schedule of similar work undertaken → Tenderer’s specific experience related to this project (similar work undertaken and completed by bidder). (To be complete on next page)
2. Completion Certificates of previous projects completed.
3. Contactable contract client reference letters.
4. Proof of value of work undertaken.
5. Current Commitments
6. Short description of the work carried out.

Attached hereto this page is my / our documents as listed above.

SIGNATURE: .....  
*(of person authorised to sign on behalf of the Tenderer)*

DATE: .....



## ANNEXURE I



### ANNEXURE I LOCAL SOCIO ECONOMIC DEVELOPMENT AND PARTICIPATION

**Local Socio Economic Development And Participation Targets are as follows (as per CWD68):**

#### **Employment Targets**

**Employment targets for local labour from designated groups (Table CWD68 4.1)**

Designated Groups	Skilled or permanent staff target (%)	Local labour minimum target (%)
Black people	75	90
Women	10	15
Youth	5	20
People with disabilities	2	1

#### **Preferential procurement**

The value of goods and services preferentially procured shall not be less than 30% of the accepted Tender Amount less provisional sums.

**Preferential procurement targets (Table CWD 68 5.1)**

Criteria	Target (%)
EME or Qualifying Small Enterprise (QSEs) owned by black people	25
EME or QSE owned by black people who are from the ages of 18-35	5
EME or QSE owned by people with disabilities	0.1
Co-operatives or enterprises conducting business in the municipal area or province where the goods or services are required including townships and rural areas	5
EME or QSE owned by female	15
EME or QSE owned by female Local Enterprise (BWOLE)	10

#### **Enterprise Development**

The total expenditure on Enterprise Development Beneficiaries (EDB's) shall be not less than 2% of the accepted Contract Amount excluding VAT, contingencies and escalations.

#### **Training and Skills Development**

The Contractor is required to invest a minimum of 0,5% of the accepted Tender Amount on accredited SETA site training and development programmes.

# ANNEXURE I



I agree to adhere to this schedule.

Signed

Date

Name

Position

*Tenderer*



## ANNEXURE J ABILITY & CAPABILITY

### ABILITY & CAPABILITY

The tenderer shall attach his proposed Management and key personal structure AND human resource plan for the execution of the works as follows but not limited to:

Attached to this page:

1. **Schedule of Plant and Equipment:** A fully completed and signed schedule list of major items of relevant equipment that the bidder own or will lease and have for this contract must be provided.
2. **Past Experience:** Tenderer's specific experience related to this project (similar work undertaken and completed by bidder). (To be complete on next page) *(for the last 15 years)*
3. **Method Statement for Quarry** It is a requirement that the Contractor will submit a preliminary Method Statement for the section of work to be undertaken:
  - Drilling and blasting of the material;
  - Crushing of materials;
  - The acquirement, processing, stockpiling and transport of fine aggregate.
  - Highlight all the risks and the treatments of the risks that may be encountered during the supply of the required material.
  - Method Statement Max 10 pages; Annexures max 10 pages
4. **Provide a Project Quality plan with Pro forma sheets for:**
  - Notice to blast
  - Quality test plan for each product indicating the frequency and type of tests to be done.
  - The report sheets of the tests to be done
5. **Health and Safety Plan** Provide Pro Forma Health and Safety Management System in terms of Mine Health and Safety Act and regulations (Act 29 of 1996) for all the work to be carried out with specific reference to:
  - Organogram & legal appointments
  - Baseline Risk assessment and;
  - File structure of documentation

**The following documentation shall be submitted together with tender:**

- Blaster/s appointment & including CV of Blaster/s with relevant qualifications and registrations
- Registration of Blasting Company
- Explosives: Certificates of Registration from SAPS
- Permit to transport explosives
- Explosives manager appointment & including CV with relevant qualifications and registrations

## ANNEXURE J



- 6. Environmental Plan** Provide Environmental Management System for all the work to be carried out with specific reference to:
- Organogram & legal appointments
  - Baseline Risk assessment and;
  - File structure of documentation
- 7. Ability and Capability:** Proof of qualifications, and accreditation / affiliations of applicable experience key personnel / staff. (As listed in "Schedule of qualifications / experience of key project team members") *(for the last 15 years)*

NO.	CRITERIA	DELIVERABLES	WEIGHTING/ JUDGEMENT PER CRITERIA	MAXIMUM POINTS
1.	<b>Schedule of Plant and Equipment</b>	<p>1. A fully completed and signed schedule list of major items of relevant equipment that the bidder own or will lease and have for this contract must be provided. The following must be presented on the schedule to be provided:</p> <ul style="list-style-type: none"> <li>• Item description -2 Points</li> <li>• Type and size -2 Points</li> <li>• Capacity -2 Points</li> <li>• Quantity -2 Points</li> <li>• Year of manufacture -2 Points</li> <li>•</li> </ul> <p>2. Provide the locations where the Plants may be inspected related to contactable references</p>	<p>Max 10 Points Min 5 Points</p>	<b>Total for criteria 10</b>
2.	<b>Past Experience (for the last 15 years)</b>	<p>1. Contactable reference (description of the project, period of the contract, contract amount and project manager for reference) Provide a minimum of 3 contactable references of clients Bidders must submit signed reference letter(s) from previous clients/employer. Note that only completed projects will be accepted for evaluation. <b>PLEASE ATTACH COMPLETION CERTIFICATES - 2 Points</b></p> <p>2. <b>Relevant work experience in supplying aggregates to large projects</b></p> <ul style="list-style-type: none"> <li>• Drilling and blasting of the material - 1 Points</li> <li>• Crushing of materials - 1 Points</li> <li>• The acquirement, processing, stockpiling and transport of fine aggregate. - 1 Points</li> </ul>	<p>Max 5 Points Min 1 Points</p>	<b>Total for criteria 10</b>
		Reference letter(s) must indicate any of the above listed projects completed by the bidder. Points allocation will be as follow:	<p>Max 5 Points Min 1 Points</p>	
		7 Completed projects	<b>5 Points</b>	
		5 Completed projects	<b>3 Points</b>	
		3 Completed projects	<b>1 Points</b>	

## ANNEXURE J



NO.	CRITERIA	DELIVERABLES	WEIGHTING/ JUDGEMENT PER CRITERIA	MAXIMUM POINTS
3.	<p><b>Method Statement for Quarry</b></p> <p><i>Use: Table 5.11.9 – Functionality Criteria Score Page 13</i></p>	<p><b>It is a requirement that the Contractor will submit a preliminary Method Statement for the section of work to be undertaken:</b></p> <ul style="list-style-type: none"> <li>• Drilling and blasting of the material;</li> <li>• Crushing and screening of materials;</li> <li>• The acquirement, processing, stockpiling and transport of fine aggregate.</li> <li>• Highlight all the risks and the treatments of the risks that may be encountered during the supply of the required material.</li> </ul>	<p>Max 10 Points Min 5 Points</p>	<p><b>Total for criteria 40</b></p>
4.	<p><b>Quality Management System</b></p> <p><i>Use: Table 5.11.9 – Functionality Criteria Score Page 13</i></p>	<p>Provide a Project Quality plan with Pro forma sheets for:</p> <ul style="list-style-type: none"> <li>• Notice to blast</li> <li>• Quality test plan for each product indicating the frequency and type of tests to be done.</li> <li>• The report sheets of the tests to be done</li> </ul>	<p>Max 10 Points Min 5 Points</p>	<p><b>Total for criteria 10</b></p>
5.	<p><b>Health and Safety Plan</b></p> <p><i>Use: Table 5.11.9 – Functionality Criteria Score Page 13</i></p>	<p>Provide Pro Forma Health and Safety Management System in terms of Mine Health and Safety Act and regulations (Act 29 of 1996) for all the work to be carried out with specific reference to:</p> <ul style="list-style-type: none"> <li>• Organogram &amp; legal appointments – Max 2 Points</li> <li>• Baseline Risk assessment and; – Max 2 Points</li> <li>• File structure of documentation – Max 1 Points</li> </ul>	<p>Max 5 Points Min 1 Point</p>	<p><b>Total for criteria 5</b></p>
6.	<p><b>Environmental Plan</b></p> <p><i>Use: Table 5.11.9 – Functionality Criteria Score Page 13</i></p>	<p>Provide Pro Forma Health and Safety Management System in terms of Mine Health and Safety Act and regulations (Act 29 of 1996) for all the work to be carried out with specific reference to:</p> <ul style="list-style-type: none"> <li>• Organogram &amp; legal appointments – Max 2 Points</li> <li>• Baseline Risk assessment and; – Max 2 Points</li> <li>• File structure of documentation – Max 1 Points</li> </ul>	<p>Max 5 Points Min 1 Point</p>	<p><b>Total for criteria 5</b></p>
7.	<p><b>Ability and Capability (for the last 15 years)</b></p>	<p>Demonstrated skills and experience of each key personnel for this project by submission of organization and staffing proposals with a 1 page resume of each key project team member indicating qualifications, experience, accreditation / affiliation) Proof of qualifications, experience, accreditation / affiliation are required for:</p> <ul style="list-style-type: none"> <li>• Construction Manager</li> <li>• Blaster</li> <li>• Crusher Operators</li> <li>• Drill rig operators</li> </ul>	<p>Max 20 Points Min 10 Points</p>	<p><b>Total for criteria 20</b></p>

## ANNEXURE J



		<b>Professional Construction Manager</b>	<b>Max 7.5 Points</b>	
		10 Years or more experience	7.5	
		8 Years or more experience	6	
		6 Years or more experience	4	
		<b>Blaster(s)</b>	<b>Max 7.5 Points</b>	
		10 Years or more experience	7.5	
		8 Years or more experience	6	
		6 Years or more experience	4	
		<b>Crusher Operators</b>	<b>Max 2.5 Points</b>	
		5 Years or more experience	2.5	
		4 Years or more experience	1.5	
		3 Years or more experience	1	
		<b>Drill rig operators</b>	<b>Max 2.5 Points</b>	
		5 Years or more experience	2.5	
		4 Years or more experience	1.5	
		3 Years or more experience	1	
	<b>TOTAL</b>		<b>Max 100 Min 70</b>	

SIGNATURE: .....  
(of person authorised to sign on behalf of the Tenderer)

DATE: .....





## ANNEXURE K



**DID YOU ATTACH ORIGINAL AND VALID TAX CLEARANCE CERTIFICATES OF ALL SUB-CONTRACTORS AS LISTED ABOVE?**

YES  NO

**FAILURE BY THE BIDDER TO ATTACH LISTED SUB-CONTRACTORS' ORIGINAL AND VALID TAX CLEARANCE CERTIFICATES, THE BID MAY BE REGARDED AS NON-RESPONSIVE**

**DID YOU ATTACH CERTIFIED COPIES OF VALID B-BBEE CERTIFICATES OF ALL SUB-CONTRACTORS' AS LISTED ABOVE?**

YES  NO

**FAILURE BY THE BIDDER TO ATTACH LISTED SUB-CONTRACTORS' CERTIFIED COPIES OF VALID B-BEE CERTIFICATES OR IN CASE OF EMEs A SWORN AFFIDAVIT OBTAINABLE FROM THE DEPARTMENT OF TRADE AND INDUSTRY, THE BID MAY BE REGARDED AS NON-RESPONSIVE**

**DID YOU ATTACH CERTIFIED COPIES OF VALID ID DOCUMENTS OF OWNERS OF ALL SUB-CONTRACTORS' AS LISTED ABOVE?**

YES  NO

**FAILURE BY THE BIDDER TO ATTACH LISTED SUB-CONTRACTORS' CERTIFIED COPIES OF VALID ID DOCUMENT, THE BID MAY BE REGARDED AS NON-RESPONSIVE**

**DID YOU ATTACH CERTIFIED COPIES OF INCORPORATION OF THE COMPANY (CIPC CERTIFICATES) OF ALL SUB-CONTRACTORS AS LISTED ABOVE?**

YES  NO

**FAILURE BY THE BIDDER TO ATTACH LISTED SUB-CONTRACTORS' CERTIFIED COPIES OF INCORPORATION OF COMPANY (CIPC CERTIFICATES), THE BID MAY BE REGARDED AS NON-RESPONSIVE**

NAME OF BIDDER:

\_\_\_\_\_

\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_

DATE: \_\_\_\_\_

## ANNEXURE L



### ANNEXURE L SCHEDULE OF PLANT AND EQUIPMENT

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

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

DESCRIPTION <i>(type, size, capacity etc)</i>	QUANTITY	YEAR OF MANUFACTURE	PRESENT FINANCIAL LIABILITY

*Attach additional pages if more space is required*

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

DESCRIPTION <i>(type, size, capacity etc)</i>	QUANTITY	HOW ACQUIRED	
		HIRE/BUY	SOURCE

*Attach additional pages if more space is required*

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

***Failure to complete this form properly and correctly, will lead to the conclusion that the tenderer does not have the necessary plant and equipment resources at his disposal, which may prejudice his tender.***

SIGNATURE: .....  
*(of person authorised to sign on behalf of the Tenderer)*

DATE: .....



## **DEPARTMENT OF WATER AND SANITATION**

**DWS05-1022 WTE**

# **THE DEVELOPMENT OF AN ONSITE QUARRY AND PRODUCTION OF AGGREGATES TO BE SUPPLIED FOR THE CLANWILLIAM DAM IN THE WESTERN CAPE**

## **C1: AGREEMENT AND CONTRACT DATA**

### **CONTENTS**

#### **C1.1 FORM OF OFFER AND ACCEPTANCE**

#### **C.1.2 CONTRACT DATA**

##### **C 1.2.1 GENERAL CONDITIONS OF CONTRACT**

##### **C 1.2.2 SPECIAL CONDITIONS OF CONTRACT**

##### **C 1.2.3 CONTRACT SPECIFIC DATA**

#### **C1.3 FORM OF GUARANTEE**



**TENDER NO: DWS05-1022 WTE**

**FORM G – PRO FORMA FORM OF OFFER AND ACCEPTANCE**

**C1.1 PRO FORMA FORM OF OFFER AND ACCEPTANCE - RENDERING OF SERVICES (as per GCC 2015)**

**OFFER**

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

**THE DEVELOPMENT OF AN ONSITE QUARRY AND PRODUCTION OF AGGREGATES TO BE SUPPLIED FOR THE CLANWILLIAM DAM IN THE WESTERN CAPE**

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender 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 according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS**

.....

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

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

**For the Tenderer:**

**Signature(s):** \_\_\_\_\_

**Name(s):** \_\_\_\_\_

**Capacity:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Name and address of organisation:**

---

---

---

---

**Signature and names of witness:**

**Signature(s):** \_\_\_\_\_

**Name(s):** \_\_\_\_\_

**Capacity:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ACCEPTANCE**

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the 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 T1: Tender Data
- Part T2: Returnable Schedules and Documents
- Part C1: Contract Data
- Part C2: Pricing Data
- Part C3: Scope of Work
- Part C4: Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Part T1 to Part C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender 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 Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. 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 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.

**For the Employer:**

**Signature(s):** \_\_\_\_\_

**Name(s):** \_\_\_\_\_

**Capacity:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Name and address of organisation:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signature and names of witness:**

**Signature(s):** \_\_\_\_\_

**Name(s):** \_\_\_\_\_

**Capacity:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**SCHEDULE OF DEVIATIONS**

Notes :

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

1. **Subject:** \_\_\_\_\_

Details \_\_\_\_\_

2. **Subject:** \_\_\_\_\_

Details \_\_\_\_\_

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 Tender schedules, as well as any confirmation, clarification or change 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.

**FOR THE TENDERER:**

**FOR THE EMPLOYER**

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Name(s)

\_\_\_\_\_  
Capacity

Name and address of organisation

Name and address of organisation

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Date

## **C1.2 CONTRACT DATA**

### **C1.2.1 GENERAL CONDITIONS OF CONTRACT**

The Contract shall be governed by the “General Conditions of Contract for Construction works, Third Edition, 2015, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685 and is obtainable from [www.saice.org.za](http://www.saice.org.za). It is supplemented with the Special Conditions of contract for the GCC and the Contract Data for GCC.

The only variations from these General Conditions of Contract shall be given in the Special conditions of Contract below. Whenever there is a conflict, the provisions in the Special Conditions and contract specific data of Contract shall prevail.

### **C1.2.2 SPECIAL CONDITIONS OF CONTRACT**

#### **C1.2.2.1 GENERAL**

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, to the extent specified below, and shall take precedence and shall govern.

#### **C1.2.2.2 AMENDMENT TO THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS. (3rd Edition 2015) (GCC)**

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or sub clause in the General Conditions of Contract for Construction Works (3rd Edition 2015), and the applicable heading. A new special condition, that has no relation to the existing clauses, is introduced by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

The pro forma annexures included in the General Conditions of Contract for Construction Works (3rd Edition 2015) are deleted for the purpose of this Contract and are replaced with the forms bound into this document

#### **SCC 1(1) Definitions**

The definitions contained in Clause 1(1) are hereby amended and/or supplemented as follows:

SCC 1.1.1 In the contract defined as:

#### **DWS05-1022 WTE**

#### **" THE DEVELOPMENT OF AN ONSITE QUARRY AND PRODUCTION OF AGGREGATES TO BE SUPPLIED FOR THE CLANWILLIAM DAM IN THE WESTERN CAPE"**

the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

SCC1.1.1.15 "Employer" means the Minister of Water and Sanitation acting on behalf of the Government of the Republic of South African and shall include the Employer's duly authorised representative.

SCC1.1.1.16 "Employers Agent" means Contract Manager Department of Water and Sanitation (DWS): Construction South or any other person appointed from time to time by him and notified in writing to the Contractor. The Employers Agent will appoint an “Employers Representative” to act as Engineer for the purpose of the contract.

SCC 6.5 Day works: Delete in entirety

- SCC 8.6.1 Change paragraph to read “Except if provided otherwise in the Contract Data, the Contractor, without limiting his obligations in terms of the Contract, shall as part of the documentation required before commencing with the works in accordance with Clause 5.3.1, at his own cost, effect and maintain the following insurances in the name of the Contractor.”
- SCC 8.6.1.1 Delete
- SCC 8.6.1.1.1 Delete with sub-clauses
- SCC 8.6.1.3 Change paragraph to read “Liability insurance that covers the Contractor against its respective liability for the death of, or injury to any person, or loss of, or damage to property arising from or in the course of the fulfilment of the Contract, from the Commencement Date to the issue of the Certificate of Completion for a limit of indemnity covering the risks of the Contractor for an amount not less than stated in the Contract Data.”
- SCC 8.6.6 Delete
- SCC 8.6.7 Delete
- SCC 10.1.1 No claims for rainfall will be entertained.

### C1.2.3 CONTRACT SPECIFIC DATA

The General Conditions of Contract for Construction Works, Third Edition, 2015 published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering (Tel 011-805 5947) [www.saice.org.za](http://www.saice.org.za).

The General Conditions of Contract make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract

The following contract specific data, referring to the General Conditions of Contract for Construction Works Third Edition (2015), are applicable to this Contract:

#### PART 1 COMPULSORY DATA PROVIDED BY THE EMPLOYER

Clause	Description	Information
1.1.1.13	Defects and liability period	12 Months
1.1.1.14	The time for practical Completion	55 Months from commencement date
1.1.1.15	The name of Employer	Department of Water and Sanitation
1.2.1.2	The address of the Employer	Department of Water and Sanitation Private Bag X313 Pretoria 0001 Email: <a href="mailto:Bidenquirieswte@dws.gov.za">Bidenquirieswte@dws.gov.za</a>
1.1.1.16	The name of the Employers Agent.	Contract Manager Department of Water and Sanitation (DWS) Construction South
1.2.1.2	The address of the Employers Agent.	Department of Water and Sanitation Construction South 4-6 Alkmaar Str. Paarl
1.1.1.26	The Pricing Strategy	Re-measurable
.3.2.3	Specific approval of the Employer required	5.7.3 Acceleration 5.12.3 Extension of Time 6.3.1 Variations 9.1 Termination of Contract 9.2 Termination by Employer 10 Claims and Disputes
5.1.1.1	Special non-working days	1. Statuary holidays as declared by National or Regional Government. 2. Three weeks annual Builders holiday December to January (dates to be confirmed) 3. The last Friday of every month.

5.8.1	The non-working days	Sundays
5.3.1	The documentation required before commencement with works execution:	Health and Safety plan (Clause 4.3) Initial programme (Clause 5.6) Security (Clause 6.2) Insurance (Clause 8.6) Method Statements (as required by the applicable Specifications) Environmental Plan Other documents as specified in C3
5.3.2	The time to submit the documentation required before commencement with Works execution	28 days
5.4.2	The access and possession of the Site	Shall not be exclusive to the Contractor but as set out in the Site Information
5.13.1	The penalty for failing to complete the Works	R50 000,00 per working day
5.14.1	Requirements for practical completion	On submission and signed of all drillings and blasting records and reports of scheduled work.
5.16.3	The latent defect period	10 years
6.2.1	The security to be provided by the contractor	Performance guarantee of <b>10%</b> of Contract sum.
6.8.2	The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: $(1 - x) \left[ \frac{aL_t}{L_o} + \frac{bP_t}{P_o} + \frac{cM_t}{M_o} + \frac{dF_t}{F_o} - 1 \right]$	x = 0,10 (Fixed) Values of coefficients are: a = 0.15 Labour b = 0.30 Contractors Equipment c = 0.45 Material d = 0.10 Fuel Total of all coefficients must equal 1.0
6.8.2	The definition and source of: "Lt" is the "labour Index",  "Pt" is the "Plant Index"  "Mt" is the "Materials Index"	The Consumer Price Index for the urban area nearest to the Site, in the Western Cape Province, as stated in the Contract Data, and as published in the Statistical News Release, P0141, Additional Tables: Table A "CPI- all items according to area" of Statistics South Africa and published by SAFCEC from time to time.  Producer Price Index applicable to the appropriate Construction equipment as stated in the Contract Data and as published in the Statistical Release P0151.1, Plant (Civil) Table 4 of Statistics South Africa and published by SAFCEC from time to time.  Producer Price Index applicable to the appropriate materials as stated in the Contract Data and as published in the

	"Ft" is the Fuel Index	Statistical Release P0151.1, Material (Civil) Table 6 of Statistics South Africa and published by SAFCEC from time to time.  Producer Price Index for Diesel at wholesale level for the coastal area as stated in the Contract Data and as published in the Statistical Release P0142.1 Diesel Fuel Coastal, Table 1 of Statistics South Africa and published by SAFCEC from time to time.
6.8.2	The base month	The base month used for the calculation will be 30 days before the closing date of the bid.
6.5.1.2.3	The percentage allowance on the net cost of materials actually used in completed work	15%
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works	0%
6.10.3	The limit of retention money	<b>5%</b> of the Contract Value
8.6.1.1.2	Value of plant and materials supplied by the employer to be included in the insurance sum	0
8.6.1.1.3	Amount cover professional fees for repairing damage and loss to be included in the insurance sum	R10 000 000.00
8.6.1.3	The limit of indemnity for liability insurance	R 400 000 000.00
10.5.3	The number of Adjudication Members to be appointed by the Contractor	Three (3)
10.7.1	The determination of disputes	Legal Process

**PART 2: DATA PROVIDED BY THE CONTRACTOR**

**(CONTRACT DATA PART C1.2 – FORM H)**

Clause	Description	Information
1.1.1.9	The name of the Contractor	
1.2.1.2	The address of the contractor	Physical address:  Postal address:  E-mail address:
6.2.1	The security to be provided by the contractor	Performance guarantee of <b>10%</b> of Contract sum.
6.8.3	Price adjustments for variations in the costs of special materials are allowed	Special Material(s) Unit Rate ..... ..... ..... .....

(End of Section C1)



## C1.3 PRO FORMA PERFORMANCE GUARANTEE

Tender Reference No: .....

General Conditions of Contract for Construction Works, Third Edition (2015)

### PRO FORMA PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition (2015).

#### GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

Physical address: .....

"Employer" means: .....

"Contractor" means: .....

"Employer's Agent" means: .....

"Works" means: .....

"Site" means: .....

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R .....

Amount in words: .....

"Guaranteed Sum" means: The maximum aggregate amount of R .....

Amount in words: .....

Type of Performance Guarantee: ..... (*Insert Variable or Fixed*)

"Expiry Date" means: ..... (*Give date*) or any other later date set by the

Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

#### CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

**1. VARIABLE PERFORMANCE GUARANTEE**

1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

R.....(Amount in words.....)

1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:

R.....(Amount in words.....)

1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

**2. FIXED PERFORMANCE GUARANTEE**

2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

2.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

**3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES**

3.1 The Guarantor hereby acknowledges that:

3.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.

3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:

3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;

3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;

3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.

3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

- 3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
- 3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
- 3.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 3.4 It is recorded that the aggregate amount of payments. required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 3.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

**Signed at:** .....

**Date:** .....

**Guarantor's signatory (1):** .....

**Capacity:** .....

**Guarantor's signatory (2):** .....

**Capacity:** .....

**Witness signatory (1):** .....

**Witness signatory (2):** .....

**DEPARTMENT OF WATER AND SANITATION**

**DWS05-1022 WTE**

**THE DEVELOPMENT OF AN ONSITE QUARRY AND PRODUCTION OF AGGREGATES  
TO BE SUPPLIED FOR THE CLANWILLIAM DAM IN THE WESTERN CAPE**

**C2: PRICING DATA**

**CONTENTS**

C2.1 PRICING INSTRUCTIONS

C2.2 BILL OF QUANTITIES

## **C2.1 PRICING INSTRUCTIONS**

### **PREAMBLE TO THE SBD 3.2 – PRICING SCHEDULE**

#### **1 GENERAL**

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

#### **2. QUANTITIES REFLECTED IN THE PRICING SCHEDULE**

The quantities given in the SBD 3.2 can be subject to change. **The Department reserves the right to reduced quantities per item or one item or none of the items in the pricing schedule.**

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

The quantities given in the Bill of Quantities are estimated quantities only and will be subject to re-measuring during the execution of the work. Where quantities or sums are indicated as "Provisional, the Employer reserves the right to adjust the quantity or sum upwards or downwards as necessary, or the item can be omitted altogether. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities, and the contract price for the completed contract shall be computed at the relevant unit rates and prices, all in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications, and the Drawings, et. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

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

#### **3. PRICING OF THE SCHEDULE**

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the Tender is based. Reasonable unit rates and prices shall be entered in the Bill of Quantities as these will be used for the assessment of payment for any additional work that may have to be carried out.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which "rate only" is required or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

All rates and amounts quoted in the Bill of Quantities shall be in Rand and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities.

#### **4. CORRECTION OF ENTRIES**

Incorrect entries shall not be erased or obliterated with correction fluid, use of correction fluid will invalidate your bid, but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Bidder, failure to initial where the correction was done will invalidate your bid.

#### **5. ARITHMETICAL ERRORS, OMISSION AND DISCREPANCIES**

Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with 5.11 for:

- a) the gross misplacement of the decimal point in any unit rate,
- b) omissions made in completing the pricing schedule or bill of quantities, or
- c) arithmetical errors in:
  - 1. line item totals resulting from the product of a unit rate and a quantity in bill of quantities or schedules of prices, or
  - 2. the summation of the prices.

Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- d) If a bill of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- e) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer shall be asked to revise selected item prices (and their rates if bill of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of errors in the required manner.

#### **6. DESCRIPTION OF ITEMS IN THE SCHEDULE**

The Bill of Quantities has been drawn up generally in accordance with the Standards System of Measuring Builders work 6<sup>th</sup> Edition as an issue by the Association, which has been drawn up in accordance with the project and particular specifications.

The short descriptions of the items in the Bill of Quantities are for identification purposes only and the measurement and payment clause of the Standardised Specifications and each Particular Specification, read together with the relevant clauses of the Project Specification and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

## 7. MONTHLY PAYMENTS

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2015 (Third edition), in respect of "sum" items in the Schedule of Quantities shall be by means of interim progress instalments assessed by the Employers Agent and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

## 8. UNITS OF MEASUREMENT

The units of measurement described in the Bill of Quantities are metric units for which standard international abbreviations are used. Abbreviations used in the Bill of Quantities, including some non-standard abbreviations, are as follows:

<b>Non-Standard Abbreviations</b>	
%	percent
No.	number
Prov sum	Provisional sum
R/only	Rate only
sum	lump sum
<b>Standard Abbreviations</b>	
kPa	kilopascal
m	metre
m <sup>2</sup>	square metre
m <sup>3</sup>	cubic metre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
t	ton (1000 kg)

For the purpose of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work  
Quantity: The number of units of work for each item.  
Rate: The agreed payment per unit of measurement.  
Amount: The product of the quantity and the agreed rate for an item.  
Lump-sum: An agreed amount for an item, the extent of which is described in the Bills of Quantities but the quantity of work of which is not measured in any units.

**PRICING SCHEDULE****(Non-Firm Price)****DWS05-1022 WTE****THE DEVELOPMENT OF AN ONSITE QUARRY AND PRODUCTION OF AGGREGATES TO BE SUPPLIED FOR THE CLANWILLIAM DAM IN THE WESTERN CAPE****THIS PRICING SCHEDULE MUST BE COMPLETED IN FULL – FAILURE TO COMPLY WILL INVALIDATE YOUR BID****NOTE: PRICE ADJUSTMENTS WILL ONLY BE ALLOWED AT THE PERIODS AND TIMES AS SPECIFIED IN THE BIDDING DOCUMENT****CLOSING TIME 11:00 ON: 25 NOVEMBER 2022 BID NO.: DWS05-1022 WTE****NAME OF BIDDER: .....****OFFER TO BE VALID FOR 120 DAYS FROM CLOSING DATE OF BID****C2.2 BILL OF QUANTITIES****Supply and delivery from Clanwilliam Quarry**

ITEM No	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	C
	CWD01SC	<b>FIXED CHARGE OVERHEADS</b>					
1.1	3.3.1	Establishment of Facilities for Contractor on Site	Sum				
1.2	3.3.2	Removal of Site Establishment	Sum				
1.3	3.3.3	Temporary de-establishment	Sum				
1.4	3.3.4	Re-establishment after temporary de-establishment	Sum				
1.5	3.3.5	Acquisition of material sources according to legal requirements	Sum				
1.6	3.3.6	Rehabilitation of designated rock quarry	Prov Sum	1		10 000 000	-
1.7	3.3.6	Handling charges on 1.6 above	Sum				
1.8	3.3.8	Establish Weighbridge	Sum				
1.9	3.3.9	Access control and security to quarry site and designated stockpile areas	Sum				
	CWD01SC	<b>TIME RELATED OVERHEADS</b>					
1.10	3.4.1	Supervision for Duration of Construction	Sum				
1.11	3.4.2	Health and Safety & Environmental	Sum				
1.12	3.4.3	Weigh Bridge Maintenance	Sum				
1.13	3.4.4	Access control and security to quarry site and designated stockpile areas	Sum				
	CWD01SC	<b>SITE FACILITIES</b>					
1.14	3.5.1	Anti-Intruder fencing	m	650			
ITEM No	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	C

	PO6 & PO7	QUARRY MATERIAL					
1.15	PO6.6.1	Excavation of unsuitable overburden (soft)	m <sup>3</sup>	50 000			
1.16	PO6.6.2	Excavation of unsuitable overburden (hard)	m <sup>3</sup>	50 000			
1.17	PO7.9.1	Aggregate Concrete Fine (IVRCC)	Ton	155 000			
1.18	PO7.9.2	Aggregate Concrete Fine (CVC)	Ton	150 000			
1.19	PO7.9.3	Aggregate Concrete Coarse (38mm)	Ton	240 000			
1.20	PO7.9.4	Aggregate Concrete Coarse (19mm)	Ton	320 000			
1.21	PO7.9.5	Aggregate Concrete Coarse (13.2mm)	Ton	1 200			
1.20	PO7.9.6	Crusher Run.	Ton	1 500			
1.22	PO7.9.7	Rip – Rap	Ton	9 500			
1.23	PO7.9.8	G5	Ton	67 500			
1.24	PO7.9.9	Crushed Mass Concrete	Ton	500			
1.25	PO7.9.10	Crushed Reinforced Concrete	Ton	2 500			
1.26	PO7.9.11	Crushing of hard excavation material supplied by others to stockpile	Ton	Rate only			
1.26	PO7.9.12	Screening of already crushed materials on stockpile/floors	Ton	5 000			
1.27		Shade cloth 80% green (50x3m)	m	800			

<b>SUB-TOTAL(S)</b>			
<b>CONTINGENCIES(T) 10% OF (S)</b>			
<b>SUB-TOTAL(U)</b>			
<b>ESCALATION 15% OF (U)</b>			
<b>SUB-TOTAL</b>			
<b>VAT @ 15%</b>			
<b>GRAND TOTAL</b>			

- Delivery basis.

(See note hereunder)

Clanwilliam Dam, Construction South,  
Western Cape

- Period required for delivery after receipt of order:

\_\_\_\_\_

- Delivery period:

\*FIRM / NOT FIRM

- Is the price firm?

\*FIRM / NOT FIRM

- Are you registered in terms of section 23(1) or 23(3) of the value Added Tax Act, 1991 (Act no 89 of 1991?)

\*YES / NO

- If so, state your VAT registration number.

\_\_\_\_\_

- Is the offer strictly to specification?

\*YES / NO

- If not to specification, state deviation(s)

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Any enquiries regarding bidding procedures may be directed to the –

**Department of Water and Sanitation**

Supply Chain Management Office

Private Bag X313, Pretoria, 0001.

[bidenquirieswte@dws.gov.za](mailto:bidenquirieswte@dws.gov.za)

**Or**

For technical or site information –

M. Röhrs

Mail: [RohrsM@dws.gov.za](mailto:RohrsM@dws.gov.za)

F Havenga

[havengaf@dws.gov.za](mailto:havengaf@dws.gov.za) (During office hours)

## 2.3 PRICE ADJUSTMENTS

### A NON-FIRM PRICES SUBJECT TO ESCALATION

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

$$(1 - x) \left[ \frac{aL_t}{L_o} + \frac{bP_t}{P_o} + \frac{cM_t}{M_o} + \frac{dF_t}{F_o} - 1 \right]$$

Where:

- X = Fixed 10% (0,10) of the original bid price. Its portion of the bid price remains firm, it is not subject to any price escalations.
- a = Factor of the bid price for Labour
- b = Factor of the bid price for Contractors Equipment
- c = Factor of the bid price for Material
- d = Factor of the bid price for Fuel

The total of the various factors "a", "b", "c", "d" must add up to 100%

"Lt", "Pt", "Mt" & "Ft" = Index figure obtained from a Statistics South Africa and published by SAFCEC from time to time (**As defined in C1.2.3 – Clause 6.8.2**)

"Lo", "Po", "Mo", "Fo" = Index figures at time of bidding

3. The following index/indices must be used to calculate your bid price: (**As per C1.2.3 Contract data: THE INDICES WILL BE BASED DATE ON AT TIME OF TENDER - CLAUSE 6.8.2**)

The base month used for the calculation will be 30 days before the closing date of the bid.

4.

FACTORS ("a", "b", "c" & "d".)	PERCENTAGE OF BID PRICE
a	0.15
b	0.30
c	0.45
d	0.10
<b>TOTAL</b>	<b>1</b>

### B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

**FAILURE TO COMPLETE THE ABOVE WILL RESULT IN NO PRICE INCREASE ON A NON-FIRM PRICE**

**WERE PRICES ARE INDICATED AS FIRM NO PRICE INCREASE CLAIM WILL BE ENTERTAINED DURING THE CONTRACT PERIOD**

Pricing Schedule: Purchases (Non-firm prices)

(SBD 3.2)

**DEPARTMENT OF WATER AND SANITATION**

**DWS05-1022 WTE**

**THE DEVELOPMENT OF AN ONSITE QUARRY AND PRODUCTION OF AGGREGATES TO BE SUPPLIED FOR THE CLANWILLIAM DAM IN THE WESTERN CAPE**

**C3. SCOPE OF WORK**

**CONTENT**

- C3.1 STANDARD SPECIFICATION
- C3.2 PROJECT SPECIFICATION
- C3.3 PARTICULAR SPECIFICATIONS
- C3.4 VARIATIONS AND ADDITIONS TO SPECIFICATIONS

### **3.1 STANDARD SPECIFICATION**

#### **SS 1 APPLICABLE STANDARD SPECIFICATIONS**

In the event of any discrepancy between a part or parts of the Standardised or Particular Specifications and the Project Specifications, the Project Specifications and Particular Specifications shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item

The applicable standard specifications are mentioned in the Project Specification and Particular specification

## **C3.2 PROJECT SPECIFICATION**

### **CONTENT**

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PS 1.1 General

PS 1.2 Acquisition of Material Sources

#### **PS 2. WORKING TIMES**

PS 2.1 Work at Night

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- PS 8.4 Refuse and Waste Control
- PS 8.5 Protection of Flora
- PS 8.6 Protection of the Fauna
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- PS 8.9 Designated Quarry Rehabilitation
- PS 8.10 Fine aggregate borrow areas

**PS 9. INFORMATION TO BE SUBMITTED WITH BID**

## **C3.2 PROJECT SPECIFICATION**

### **PS 1. SCOPE OF THE CONTRACT**

#### **PS 1.1 General**

The Department of Water and Sanitation Construction South (DWS: CS) is the Main Contractor for the Raising of Clanwilliam Dam. For this Contract, Department of Water and Sanitation (DWS): CS will be the Employer and the successful bidder will be the Contractor.

The contract is for the supply and delivery of the following aggregates and materials according to specification to Clanwilliam Dam designated stockpile area:

Aggregate Concrete Fine (IVRCC)	<b>(PO7.3.2)</b>
Aggregate Concrete Fine (CVC)	<b>(PO7.3.3)</b>
Aggregate Concrete Coarse (38mm)	<b>(PO7.3.4)</b>
Aggregate Concrete Coarse (19mm)	<b>(PO7.3.4)</b>
Aggregate Concrete Coarse (13.2mm)	<b>(PO7.3.4)</b>
Crusher Run.	<b>(PO7.3.5)</b>
Rip – Rap	<b>(PO7.3.6)</b>
G5 Road layer material	<b>(PO7.3.7)</b>

These materials can be sourced from designated area indicated on the drawings through an onsite quarry operation.

Irrespective of the source the supply of the following is required on site:

Crushing of Concrete with and without reinforcing	<b>(PO7.3.8)</b>
Crushing of hard excavation material supplied by others to stockpile	<b>(PO7.3.9)</b>
Screening of already crushed materials on stockpile/floors	<b>(PO7.3.10)</b>
Install, commission and maintain weighbridge with software and computer	<b>(C4.10)</b>

The following is requirements, but not limited to, if designated areas will be used as source of material:

- The designated quarry site as indicated on drawing CWD 0101 will be handed to the Contractor for his use according to the stipulated regulations. For any other required areas by the contractor he shall adhere to all legal requirements to obtain the necessary approval to obtain the required materials.
- Transport, erect, maintain, and operate all the required plant for the quarry and crushing operations to deliver the required products and removal at contract completion.
- To provide and operate explosives magazines if required for the execution of this contract.
- The Contractor shall be responsible for preparation and levelling of the crushing plant site(s) and foundations where required.
- Open and operate a quarry, including all drilling and blasting work on the selected site(s).
- The Contractor shall be responsible for overburden removal.
- The Contractor shall be responsible for the removal of all unsuitable material occurrences in the process of quarrying
- The Contractor shall stockpile and or dump all overburden and unsuitable material on sites approved by the Employer and according to specification
- The Contractor shall be responsible for drainage of the quarry and crusher sites and his stockpile sites
- Transport blasted quarry material from quarry to crusher.
- Crush, screen, wash and blend quarry material, as required including natural sand and crusher sand where applicable, and in accordance with these specifications.

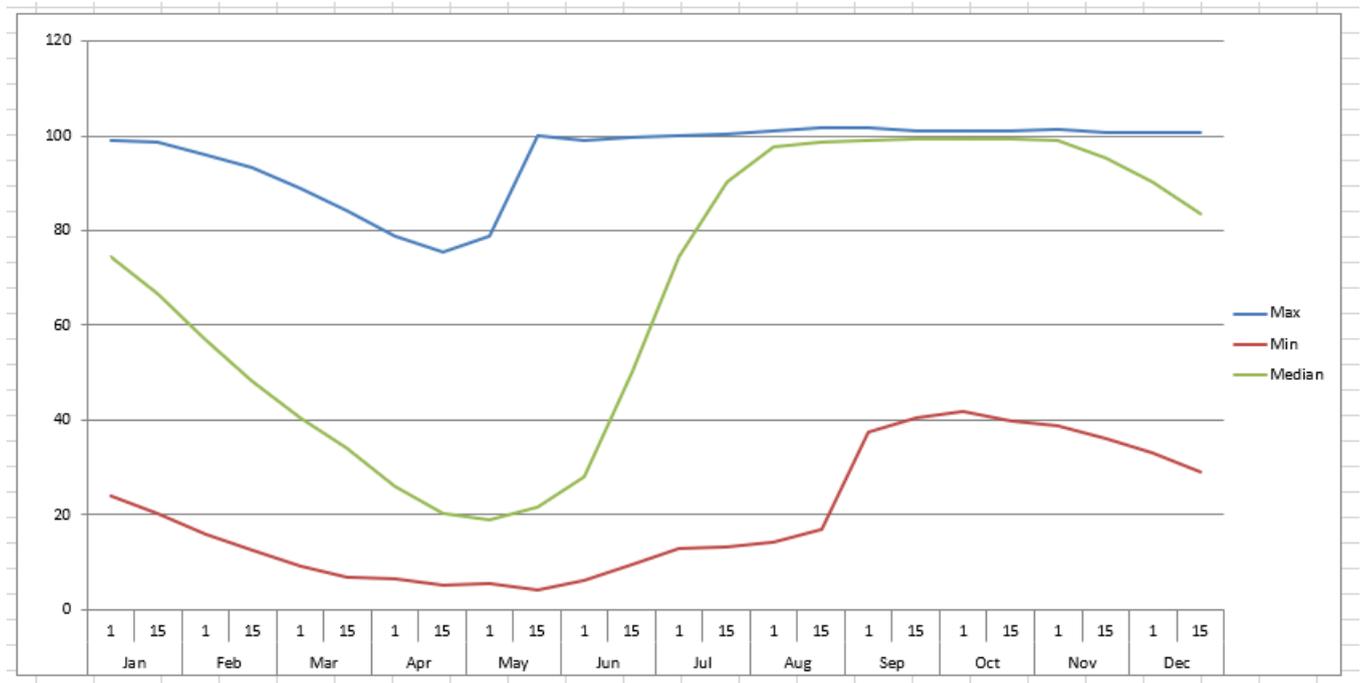
- Supply concrete sand, concrete stone, rip-rap and crusher run in accordance with this specification.
- Deliver such products to the designated stockpiles.
- Arrange for and pay for the supply of electrical power and water for all operations performed under this contract.
- The fencing off of the work area.
- Adherence to the environmental documentation attached hereto.
- Liaison with other Contractors to conduct trials in the quarry. (Tunnelling and Drilling and Grouting for dam foundations)
- All work shall be done in accordance with the specifications listed in the Project Specification, the Particular Specifications and Drawings

**The Department reserves the right to:**

- 1. Purchase only one or more items as required; and/or**
- 2. Purchase from the Clanwilliam Dam Quarry.**

**PS 1.2 Acquisition of Material Sources**

**Please bear in mind that the water levels of Clanwilliam Dam are fluctuating continuously**



The Employer has identified one site as a possible source for coarse aggregates. It is shown in the attached Drawing CWD 0101 and reported in:

“CLANWILLIAM DAM QUARRY REPORT (December 2006)” and

“CLANWILLIAM DAM SECOND ENGINEERING GEOLOGICAL REPORT FOR QUARRY FINAL (29 MAY 2015)” and is hereafter referred to as the designated quarry site.

The following was extracted from the (December 2006) report:

A possible extension to the existing quarry located some 250 m upstream of the dam wall on the left bank was mooted. Initial, unconvincing results also led to brief investigations of an alternative site. A total of twenty-one exploratory boreholes were drilled at the proposed quarry extension, and three boreholes at the alternative site. In addition, a petrographic study was conducted, and crushed cores were also subjected to tests to determine whether the aggregate conforms to standard specifications.

Petrographic analyses confirmed the rock is suitable for use as aggregate. Minor, trace amounts of deleterious minerals (mica, sheet silicates) are present, however. These sandstones are likely to be susceptible to alkali-aggregate reactions.

Tests on crushed core samples indicate the unweather or slightly weathered rock is suitable for use, but the slightly too moderately weathered rock is unsuitable.

The information and interpretations made in the above mentioned reports are provided to assist tenderers. No responsibility, for the accuracy of any information contained in this report, is accepted by the Employer. No subsequent claims made by the Contractor for losses or additional costs caused by information contained in the above report or any interpretation thereof will be considered by the Engineer.

The designated quarry site is expropriated and occupied by the Employer at his expense. The application for the development of the quarry was approved by the Department of Mineral Affairs. This area will be made available to the contractor at no cost, provided that the designated site is chosen, and the required rehabilitation is done according to the environmental requirements. For all other sources the Contractor will be responsible for obtaining the necessary legal authorizations and mining rights and any payments for such rights.

The availability of concrete sand was not addressed in the 2006 report. A report named "Sources of Concrete Sand" dated November 2010 stated that adequate sources of concrete sand is available within 100 km of the dam. The cheapest option will be to crush the rock to yield sand for concrete production.

The Contractor is at liberty to make use of river sand deposits if considered desirable to achieve compliance with specified requirements. The location of suitable deposits or supplies of natural sand shall be determined by the Contractor and suitable arrangements shall be at his expense. Possible sources of natural sand are indicated in the "Report on Sources of Concrete Sand".

The Contractor is responsible for identifying the sources and for supply of quarry material. The Contractor shall be responsible for complying with all legal requirements including obtaining a mining permit from the Department of Mineral Resources. Such responsibilities include obtaining a closure permit, which shall be forwarded to the Engineer after the Contractor has rehabilitated the quarry in accordance with prescribed conditions.

A complete set of documentation for quarry operations as approved by the relevant authorities shall be submitted to the Engineer prior to commencement of operations. Payment for this item will be done on receipt of the documentation.

If there is a necessity to change sources of aggregate during the course of the project, a minimum of 6 months' notice shall be given to the Employer and engineer to do all the necessary redesigns of the concrete mixes and carry out all the required tests. The contractor will be liable for any additional costs.

A copy of the closure permit shall be submitted to the Engineer prior to payment for rehabilitation.

The intended quarry site(s) shall be indicated in the tender offer.

The decision regarding which offer to accept will be made on an economic basis. Accordingly, no additional or subsequent claims for any difficulties or expenses incurred in the procurement, extraction and/or delivery of quarry material will be entertained at any stage. It is incumbent on Tenders to assess all risks pertaining to quarrying during tender stage. Payment according to rates quoted shall be the only payment made under this Contract.

There is a possible sand source that was identified at confluence of the Olifants River and Doorn River. All approvals must be done by the contractor.

## **PS 1.3 BLASTING**

### **PS 1.3.1 General (CWD20.5.4.1)**

The Contractor shall submit to the Engineer for his approval full details of his proposed methods for blasting and excavating. This submission shall include full details of the plant, materials, proposed hole sizes, depths and layouts, detonating sequences and delays, and charge levels together with a clear statement of his planned procedures. Due cognisance shall be taken of the requirements of Clause CWD20.5.4.9. These details shall be submitted 14 days prior to the Contractor's intended start date for blasting a particular section. For each section, the Contractor shall consult with the Engineer regarding the lines and levels required.

All accidents, injury to persons or damage to property or the Works shall be reported in detail and in writing to the Engineer as soon as possible after the event.

#### **PS 1.3.2 Preparation (CWD20.5.4.2)**

The Contractor shall completely remove all overburden and weathered rock from above the area to be blasted for a suitable distance beyond the drilling limits. Blasting design to be submitted for approval to the Employer 10(ten) days before each of the first 5(five) blasts.

This area shall be kept clear of all loose material until after the blast.

#### **PS 1.3.3 Notice to Blast (CWD20.5.4.3)**

The Contractor shall give the Engineer notice of 10(ten) days before each of the first 5(five) blasts ,thereafter 48 hours written notice of his intention to carry out a particular blast. This notice shall include details of the location of the blast, the detonating sequences and delays, the alignment, depth and size of drilled holes, the size and characteristics of the charges, the volume to be dislodged and the proposed time of the blast. If this information differs from that given under Clause CWD20.5.4.1, the Contractor shall include the reasons for the change.

#### **PS 1.3.4 Care of the Works (CWD20.5.4.4)**

The design of the blast shall ensure that there is no unnecessary shattering of the rock and the Contractor shall accept full responsibility for the quality of the remaining rock after a blast and shall make good at his own expense and as directed by the Engineer, any over-excavation necessitated by such fracturing or displacement of the rock.

#### **PS 1.3.5 Control of Blasting (CWD20.5.4.5)**

The explosives shall be of such quality and power and shall be used in a manner which will achieve the desired result. The layout, depths and sizes of the holes and the magnitude, distribution and delays and detonation sequences of the charges shall be such as to ensure that there is no damage to the rock at or below the final or founding level and that there is no excessive overbreak. The firing systems shall be controlled by the use of delay detonators except when used for presplitting or smooth blasting. (See Clause CWD20.5.4.8). All charges shall be accurately made up and inserted into the holes at the correct spacing. All holes shall be properly stemmed and wired in the correct sequence to ensure the stated blast pattern and to eliminate the possibility of live charges remaining after detonation.

If, in the opinion of the Engineer, the Contractor's method of drilling and blasting is considered or proved to be inappropriate to produce the results required, the Engineer reserves the right to order the Contractor to modify his procedures.

Whenever, in the opinion of the Engineer, the results of a blast are unsatisfactory and further blasting might cause damage to the rock on or against which concrete or embankment material is to be placed, the Contractor shall complete the excavation using wedging, barring, jackhammers or similar methods.

Blasting to be carried out within 100 m of any concrete and/or grouting regardless of age, shall be done by means of Gas-Induced Fracture Technology (GIFT) using Nonex, or by means of controlled blasting techniques, to the approval of the Design Engineer. All such blasting shall be designed to keep peak particle velocities (PPV) to below 12,7 mm/s and the frequency above 10 Hz. Trial blasting to be done first for approval of method statement

#### **PS 1.3.6 Safety Measures (CWD20.5.4.6 )**

The Contractor shall in accordance with all the statutory requirements agree with the Engineer his proposed method of warnings, and movement of personnel prior to and after blasting. He shall ensure that this system is explained fully to all personnel on Site prior to commencing the first blast. The Contractor shall use mats or other types of cover to ensure that flying rock fragments are kept to an absolute minimum at all times.

#### **PS 1.3.7 Monitoring and Designing for Blasting Vibrations (CWD20.5.4.7)**

The Contractor shall supply and operate two approved recording tri-axial particle velocity meters which shall be used as and where directed by the Engineer. The Contractor shall design his blasting operations such as to ensure that the peak particle velocity does not exceed potentially damaging values in any permanent structure, as approved or directed by the Engineer.

**NB: Also see Civil Project Specifications ( Vol 2.1) - PS 20.2.**

## **PS 2. WORKING TIMES**

Normal Working hours for the Employer are

from Monday – Thursday, 6:30 to 16:15 and Fridays 6:30 to 15:00, October – March and

from Monday – Thursday ,7:00 to 16:45 and Fridays 7:00 to 15:30, April – September

### **PS 2.1 Work at Night**

The Contractor could be requested to perform work at night. Responsible and qualified supervisory staff shall always be present and sufficient light must be available to conduct the work safely. Under normal conditions no drilling, crushing or other works will be permitted at night. No work to be done after 22:00

### **PS 2.2 Sunday Working**

Sunday work shall not be permitted except for necessary maintenance, repairs and emergencies and shall only be undertaken with the prior written approval of the Engineer.

### **PS 2.3 Last Friday of Month**

The last Friday of the month is regarded as the pay day of the Employer and Engineer's personnel. This is a non-working weekend for Employer and Engineer's personnel, and the Contractor will only be allowed to work with special permission on this day

## **PS 3. PROGRAMMING REQUIREMENTS**

### **PS 3.1 Tendered Contract Programme**

Production of aggregates and sand shall commence on approval of all samples submitted and, in any case, not later than eight weeks after award of this tender.

The required production quantities and rates shall be binding. Note that higher peak rates may be required.

The Contractor shall be deemed to have allowed fully, in his tendered rates and prices as well as in his programme, for all possible delays due to abnormal and adverse weather conditions and special non-working days.

The quantities given below represent substantially the total construction requirement. Actual quantities required will vary. The Contractor will not be entitled to claim any form of compensation over and above the rates, for any requirement variations in total quantities or specific product quantities whatsoever.

Production rates given below represent specific contractual requirements and are binding on the Contractor. Note that quantities given shall be added together to obtain the total required output and total monthly output. Monthly requirements shall be graded in the same proportions according to size as given for total quantities unless otherwise determined by the Employer.

Stockpiles which are reduced to below the minimum quantities given below shall be replenished at the specified peak rates applicable.

Actual monthly requirements within the limits set below, shall be as instructed by the Employer at least 7 days prior to the beginning of each calendar month.

Product	Total Tons	Peak rate Tons/month	Minimum rate Tons/month	Minimum Stockpile Tons
Aggregates fine (RCC)	155 000	6 000	500	6 000
Aggregates fine (CVC)	150 000	2 000	500	2 000
38mm	240 000	5 000	500	5 000
19mm	320 000	10 000	500	10 000
13.2mm	1 200	-	-	-
Crusher run	1 500	200	100	200
Rip Rap	9 500	200	100 0	200
G5	67 500	2500	0	

**It is a requirement that a works program must be submitted with the tender indicating the source and equipment to be used and the minimum and maximum rate that is envisaged.**

### **PS3.2 Contract Programme Maintenance and Progress Monitoring**

A detail Contract Programme shall be developed using the latest version of Construction Computer Software for Windows or Microsoft Project for Windows or equal. Five working days before the monthly progress meeting the Contractor shall submit to the Engineer a programme update that reflects the actual progress against current programmes and the effect on future activities.

The Contractor shall also submit a narrative report with each monthly update including a description of current and anticipated programme related problem areas, current and anticipated delaying factors and their impact, and an explanation of corrective actions taken or proposed.

All variances from the Contract Programme shall be promptly reported and the future impact of such variations shall be determined and analysed by the Sub-Contractor and necessary corrective measures established, subject to the approval of the Employer.

### **PS 3.3 Progress Meetings**

The Contractor will be required to attend regular site meetings with the Engineer where the progress of construction will be reviewed. Such meetings will normally be held monthly. The Contractor shall also attend weekly meetings with the Engineer and provide, prior to each meeting as required by the Engineer, detailed programmes showing separately the various activities of the Contractor anticipated over the forthcoming two week period.

## **PS 4. CONSTRUCTION MATTERS**

### **PS 4.1 General Responsibilities**

The Site and all services are under the control of the Main Dam Contractor and therefore the Employer expects the Contractor to liaise regularly with the Main Dam Contractor in order to ensure smooth execution and integration of activities with the Main Dam Contractor's activities.

Non-performance of the Main Dam Contractor shall not relieve the Contractor of any of his obligations under the Contract.

## **PS 4.2 Contractors Methods and Materials**

It is a requirement of this contract that final work procedures must be approved before commencement of work. Method statements will full details concerning the methods, equipment and materials will be required for the following but not limited to:

- The Quarry area mining plan based on the information provided by the Engineer.
- The Drilling and Blasting of the material.
- The Crushing of the materials
- The acquirement, processing, stockpiling and transport of fine aggregate

**The above method statements must be submitted with the tender irrespective of the source of material, to evaluate the ability of the Contractor to perform the work according to specification**

A Pro-Forma Method statement with the minimum information required form part of the returnable documents under section T2.

## **PS 4.3 The Use of Explosives**

The Contractor shall comply with the requirements of the relevant legislation inter alia, the Explosives Act, 2003 (Act 5 of 2003) and with the Mine Health and Safety Act (Act 29 of 1996), as applicable involving the use of explosives for the Works.

## **PS 4.4 Competence of Workmen**

The Contractor shall ensure that only competent personnel are employed in operations involving particular skills affecting the quality of the Works. Should the competence of any member of the Contractor's workforce be in doubt, the Engineer may order that the member be sent for additional training at the Contractor's account and/or that member be replaced with a competent person to perform that work.

## **PS 4.5 Contractor's Returns**

Records and returns shall be reported to the Engineer in an agreed format:

### **(a) Daily Diary**

The Contractor shall keep accurate daily records detailing work carried out on the Works and shall submit them to the Engineer on the first work day after completed work day, or at such other times as the Engineer may require. The records shall include the following for each Portion of the Works separately and in sufficiently detail to establish the person- hours and equipment hours expended:

- Extent of work done;
- The numbers of each category of workmen and supervising staff;
- The numbers and types of Contractor's Equipment used;
- The time and duration of any significant delays or breakdowns of any Contractor's Equipment; and
- Any other events relevant to progress of the Works.

The Contractor shall also provide such further information as may be requested by the Engineer.

### **(b) Day work and Similar Records**

Records shall be kept daily of labour, materials and equipment where there is an agreement to pay by day works. Such records shall be valid only when signed by both parties.

In cases where there is any dispute or uncertainty on payment procedure, sheets shall be signed daily by both parties as an agreed record of work done but shall not imply any commitment concerning payment. These sheets shall be annotated "For record purposes only".

## PS 5 QUALITY MANAGEMENT

The Contractor's quality control or management shall be carried out in accordance with ISO 9000 Series of Codes of Practice for Quality Systems. Prior to the commencement of any activity the Contractor shall submit to the Engineer for his approval details of the quality control procedures he intends to follow for that particular activity.

The Contractor shall be responsible under the Contract for the quality and testing of materials, workmanship and production processes in fulfilment of the Contract. The Contractor shall have a Quality Management system in place which details the following in order to satisfy the Specification relevant to each operation to the Works in accordance with the Contract

- Quality control procedures;
- Personnel responsibilities;
- Testing procedures, both on and off-site;
- Equipment and calibration;
- Frequency of testing and calibration, etc.;
- Hold points in production for inspection;
- Rejection and rectification procedures;
- Documentation and communication;
- Standard forms of test result reporting

As much of the testing as is practicable shall be carried out on Site, including trial, acceptance and routine testing which is the responsibility of the Contractor during the course of the Contract.

The contractor shall be required to have miscellaneous material properties testing done at an accredited laboratory at the initial stage to confirm acceptability of the products and when there is a change in the material source.

**A Pro Forma Quality Management system with intended Inspection and test plans for the aggregates and the intended standard forms for test result reporting must be submitted with the tender.**

## PS 6. LOCAL SOCIO-ECONOMIC DEVELOPMENT PARTICIPATION OBJECTIVES

The following shall be applicable to this Contract as per particular specification CWD 68:

The Department of Water and Sanitation (DWS, also referred to as the "Employer") is committed to transformation within the construction industry and water sector through the optimisation of socio-economic benefits within its sphere of business influence in terms of the Broad-Based Black Economic Empowerment Act, (Act No. 53 of 2003). The general principles, upon which the implementation of the Olifants-Doorn River Water Resources Project (ODRWRP) is based, are:

1. Contribute to local and regional economic development by optimising the use of locally available skills, materials and resources - Local Socio-Economic Participation and Development (LSEPD);
2. Promote transformation, technology and skills transfer within the infrastructure development industry through employment creation, preferential procurement, enterprise development, training and skills development objectives - Socio-Economic Empowerment (SEE);
3. Ensure the project is implemented in a socially responsible and sustainable manner, and
4. Ensure economic access for Black people living in rural areas by incorporating them into the mainstream economy.

The Contractor must adhere to the minimum requirements and to report monthly on the implementation and compliance of the performance monitoring criteria of this specification (CWD68). The Employer will audit the Contractor's compliance to this specification and notify the Employer's Agent to direct the Contractor on any non-compliance.

The cost for all personnel recruitment/administration and training in respect to compliance of this specification shall form part of the SAFCEC rates.

### PS 6.1.1 Appointment of Labour

The Labour Desk which will be established by the Employer will be responsible for the recruitment of local labour. The Contractor shall advise the labour desk or CLC – Community liaison Committee in writing of the numbers of each category of temporary workers, which is required, and the period for which they are required.

The Contractor shall pay his employees and shall ensure that his Sub-contractors pay their employees rates of remuneration not less than prescribed by legislation and applicable to the area of the Works and shall observe conditions of employment which are no less favourable than those which are customary in the area in which the works are to be constructed for those trades and occupations involved in the fulfilment by the Sub-Contractor of his obligations under the Contract. The Sub-Contractor shall also practice and ensure that his Sub-contractors practice a policy of equal remuneration, conditions of employment and benefits for people of equal skills and productivity.

Local employment targets for local labour from designated groups to be comply with, as per CWD 68 (Table CWD68.4.1), is as follow:

Designated Groups	Skilled or permanent staff target (%)	Local labour minimum target (%)
Black people	75	90
Women	10	15
Youth	5	20
People with disabilities	2	1

### PS 6.1.2 Local Procurement

The Contractor is to support Enterprises and Business in the local Clanwilliam Town and in Municipality area, including the township and rural areas, for goods or services.

### PS 6.1.3 Training and Skills Development

The Employer is committed to the development of labour from the local area as well as elsewhere in SA. To achieve this objective, the Contractor shall implement a formal skills plan by following accredited SETA training programmes.

The Contractor is required to invest a minimum of 0,5% of the accepted Tender Amount on accredited SETA site training and development programmes.

Note: The Tenderer should acquaint themselves with the requirements of particular specification CWD 68. The contractor will adhere to these requirements at all time thorough out the contact period.

## PS 7. HEALTH AND SAFETY

### PS 7.1 General

For this contract the Main Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor, as employer in his own right in respect of the contract, will be responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2003. Furthermore, the Contractor shall comply with any additional current statutory requirements of any relevant Government Departments regarding health and safety and specifically environmental health issues.

This contract falls under the Mine Health and Safety Act (Act 29 of 1996) and the Regulations. For this contract the Main Contractor will be regarded as the Employer and responsible for the implementation of all the requirements as per the Mine Health and Safety Act (Act 29 of 1996) and the Regulations.

The Contractors area of responsibility will be within the boundary of the quarry and sand mining areas.

In accordance with the provisions of the Mine Health and Safety Act, the Main Contractor as Employer is specifically made aware of the following sections:

Section 3: Employer must appoint a Manager

Section 8: Employer must establish health and safety policy

Section 9: Codes of Practice

Section 10: Employer to provide health and safety training.

Section 11: Employer to assess and respond to risk

Section 12 Employer to conduct occupational hygiene measures

Section 15: Record of medical surveillance

Section 17 Exit certificates:

The Contractor must identify the hazards, assess the risks and record the hazards and risks to health and safety to which employees may be exposed while they are at work; and

To the extent that is reasonable practicable, you must ensure that every employee is properly trained:

- in the measures necessary to eliminate, control and minimise those risks to health or safety
- in the procedure to be followed to perform that employee's work
- 

To the extent that is reasonable practicable, you must:

- Ensure that every employee becomes familiar with work-related hazards and risks and the measures that must be taken to eliminate, control and minimize those hazards and risks.

To the extent that is reasonable practicable, you must:

- ensure that every employee under your control complies with the requirements of the Act
- institute the measures necessary to secure, maintain and enhance health and safety
- consider an employee's training and capabilities in respect of health and safety before assigning a task to that employee
- ensure that work is performed under the general supervision of a person trained to understand the hazard associated with the work and who has the authority to ensure that the precautionary measures laid down by the manager are implemented.

The Contractor must take responsible measures to ensure that the functions entrusted or delegated to you and your responsibilities in terms of the regulations are complied with in so far as it concerns employees and contractors under your control. You are to report to the Employer without undue delay, any condition and activity in conflict with the Act and Regulations with which you cannot properly deal.

The Contractor is to report all accidents immediately and to arrange a visit the scene of the accident without delay.

In addition to the already mentioned duties the Contractor must also perform the following:

- Carry out monthly safety inspections in your area and report any shortcoming and way forward to deal with it.
- At least hold safety meeting once a month with your subordinates.
- Make sure that all accidents, which occurred in your area, are investigated within 3 working days.
- Take sure that all persons working under your supervision, who are responsible for the operation and working of machinery are properly trained and authorised.

Take all reasonable steps in relation to the health and hygiene of all persons under your control

Nothing specified in this document shall relieve the Contractor of any obligations or responsibilities with regard to health and safety responsibilities.

Where safety precautions are not being observed, the Employer may order the Contractor to comply with minimum safety requirements at the Contractor's expense, and compliance with such an order will not absolve the Contractor from any of his responsibilities and obligations under the Contract.

Before commencement of work under the contract the Contractor shall:

1. Enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.
2. Submit a Health and Safety Plan to the Employer within 28 days after the Commencement Date. The Contractor shall immediately implement the policy and any amendments, and keep it in operation for the full duration of the Contract.
3. Submit a risk assessment of the contract works as part of the Health and Safety Plan and which is to include;
  - Identification of the risks and hazards;
  - Analysis and evaluation of the risks and hazards identified;
  - A documented plan of safe work procedures;
  - A monitoring plan; and
  - A review plan.

The Contractor is required to keep health and safety records (which shall include audit reports) on site in an orderly filing system which shall be handed over to the Employer on completion of construction.

Failure by the Contractor to comply with safety requirements will entitle the Employer to reduce payment of the relevant Bill of Quantity items and/or order a temporary halt of work within the affected areas until the specified requirements are met, without any extension of time being granted and without any additional payment

Refer to CWD01 HS Health and Safety Specification in the Particular Specification Document.

**A Pro-Forma Health and Safety plan must be submitted with the Tender.**

**Before commencement of work under the contract the Contractor shall:**

1. Enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.
2. Submit a Health and Safety Plan to the Employer within 28 days after the Commencement Date. The Contractor shall immediately implement the policy and any amendments, and keep it in operation for the full duration of the Contract.

Full health and safety file to submit before any work will commence on site (including but not limited to):

- Details of Company Director & Contact Details
- Full-Time Supervisor Appointment Letter
- Safety Officer / Representative
- First Aiders Appointment + competent certificates
- Risk Assessor Appointment+ competent certificates
- Identification of the risks and hazards;
  - (ii) Analysis and evaluation of the risks and hazards identified;
  - (iii) A documented plan of safe work procedures;
  - (iv) A monitoring plan; and
  - (v) A review plan.
- Registration with Department of Labour (DOL)
- Valid Letter of Good standing with Compensation Commissioner
- Valid Letter of Good standing with Department of Employment and Labour
- Copy Risk Assessment / method statements
- Copy of Site Safety Inspection Document / Sheet
- Health and safety plan
- OHS Act Section 37(2) Mandatory agreements (signed by Company Director)
- Contractor appointment letter CR7(1)(c)(v)
- Medical fitness certificates of all staff
- All staff ID

- CV's of all relevant personal
- Safe working procedures
- Emergency procedures
- Registers
- Toolbox talks
- Blasting:
  - o Blasters Registration -manager (ER12(6)(c),
  - o Registration of blasting company (ER4(8)/ER13(6)(a))
  - o CV of appointed blaster & blaster manager
  - o Schedule license for blasting – ER 12(1)
  - o Blasting permits (ER4(5))
  - o Blasting Method Statement
  - o Blasting employee's competency certificates
  - o Blasting plan
    - Example of Blasting notification to members of the public (ER12(4)(a)(i))
    - pre blast photographic reports
- Explosives:
  - o Certification of registration from SAPS
  - o Permit to transport explosives (Temporary transport Permit)
  - o Safe handling of explosives
  - o Explosives licence (ER4(1))
  - o Schedule licence for explosives (ER 4(3)(a))
  - o Explosives manager appointment
  - o Risk Assessment - Explosives (transport & usage) and blasting process

All vehicles and plant must be operated and maintained according to Construction Regulation 23.

The Contractor is required to keep health and safety records (which shall include audit reports) on site in an orderly filing system which shall be handed over to the Employer on completion of construction.

### **PS 7.2 Audits**

The Contractor shall arrange for health and safety audits at monthly intervals to be carried out. The results and details of these audits shall be submitted to the Employer within the first week of the next month.

The Employer will monitor compliance by the Contractor with the Health and Safety Policy by means of Audits, and may give instructions for improvements.

The Contractor shall note that independent health and safety audits (or if considered suitable by the Employer combined audits with the Contractor's auditor) will be carried out as considered necessary by the Employer.

### **PS 7.3 Works Health and Safety Committee**

For the purpose of implementing and monitoring the Health and Safety Plan the Contractor shall put in place a Health and Safety Committee.

The Committee shall meet at least at monthly intervals. Minutes of the meeting shall be kept by the Contractor and copied to Employer within 7 days of the meeting.

#### **PS 7.4 Health and Safety Officers**

The Contractor shall appoint a full time permanent Health and Safety Officer on the commencement of the works. On the commencement of shift working he shall appoint at least one deputy with the same duties. The Health and Safety Officer and his deputy (or deputies) shall be employed exclusively on health and safety matters, and at least one of them shall always be available on Site so that health and safety matters receive 24-hour coverage for the full duration of the Contract. The Health and Safety Officer, or his deputy shall carry out regular and random checks of all parts of the Site where work is taking place.

#### **PS 7.5 First Aid Provisions**

The Contractor shall provide a first aid station. The Contractor shall institute and operate a basic first aid training programme to ensure that at least each foreman or work crew leader is trained in first aid and possesses a valid certificate to that effect issued by the Red Cross Society of South Africa, or equivalent qualification within 3 months of his appointment. There shall be a person certified in first aid in each work crew.

#### **PS 7.6 Accident Reporting**

The Contractor, through the Health and Safety Officer or his deputy, shall keep the Employer informed at the time, or as soon thereafter as is practical but not later than 12 hours, of any occurrence during the course of work, whether on or off the Site, if the said occurrence affected or may have affected the health or safety of any person employed on the Site or of any member of the public.

The Contractor shall submit to the Employer at the end of each month reports and statistics in spreadsheet format approved by the Employer on all accidents involving any person employed on or visiting the works.

#### **PS 7.7 Workman's Compensation Act**

By accepting the Contract, the Contractor warrants that all his and his Sub-Contractor's workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act (Act no 130 of 1993) which covers shall remain in force whilst any workman is present on the Site.

### **PS 8. ENVIRONMENTAL REQUIREMENTS**

The Contractor shall take full responsibility for protecting the natural environment and eliminating or minimising the negative impacts of construction on the environment during construction.

#### **PS 8.1 General**

The main project, Raising of Clanwilliam Dam, has been environmentally authorised under a Record of Decision (ROD)/ Environmental Authorization. The ROD requires that all activities conducted by the Main Dam Contractor and Contractors/Sub-contractors are within the framework of the Environmental Management Plan (EMP) and Rehabilitation Specifications (RS) of the Site. This document is available from the Employer.

The Contractor and his staff must be familiar with the EMP & RS and execute the project in such a way that it complies with the requirements of the EMP and RS. The Employers Agent will regularly inspect the Contractor's site. In the event that the Contractor does not comply with the requirements the deviation must be rectified as recommend by the Employers Agent at the Contractor's cost.

The Contractor shall construct and/or implement all the necessary environmental protection measures in each area before any production work will be allowed to proceed. The Employer may suspend the works at any time should the Contractor, fail to implement, operate or maintain any of the environmental protection measures adequately. The costs of such suspension shall be to the Contractor's account.

The Contractor shall take full responsibility for protecting the natural environment and eliminating or minimising the negative impacts of construction on the environment during construction.

In regard to the slimes produced in washing the sand: Any effluent/dirty water that is produced must be purified/cleaned to acceptable standards as noted in the environmental documentation. The to-be appointed contractor carries full responsibility.

In regard to the responsibilities of the contractor to rehabilitate the stockpile areas/waste rock/ overburden/ unsuitable material and slimes:

Stockpile areas 1 and 2 are below the full supply area of the raised dam.. The quarry slopes were prescribed in the tender specifications. The developed quarry will become part of the future dam basin area on condition free drainage must always be possible. Department of Water and Sanitation (DWS) will be responsible for rehabilitating stockpile floors for Stockpiles 3 and 4.

The Contractor shall submit a Method Statement containing details of all site layouts and environmental protection measures proposed to the Employer for review and approval.

These shall include:

- Pollution prevention measures;
- Settlement pond design and location; and
- Design of access roads outside the works area.

## **PS 8.2 Temporary Services and Facilities**

All fuel storage tanks shall be bunded to 110 % of the total storage capacity. Fuel dispensing areas and workshop areas shall be provided with concrete slabs draining to oil separators. This will also apply to other areas with pollution potential.

Vehicle cleaning shall be undertaken in designated wash bays, which have an impermeable floor and are bunded to contain runoff and direct in onto a sump. Oil and diesel will be skimmed off the sump water and recycled or disposed of in the correct manner. The design and layout of this sump shall be submitted to the Employer for approval before construction commences. Drip trays should be made from metal and fixed

Vehicles worked on outside the wash bays will have portable drip trays placed under them to catch oil and diesel which may leak from the vehicles.

## **PS 8.3 Protection of Rivers, Streams and Watercourses**

All rivers, streams and watercourses shall be protected from direct or indirect spills of pollutants such as garbage, sewage, cement, oils, fuels, chemicals, aggregate tailings, wash and waste water or organic material resulting from the Contractor's activities. In the event of a spill prompt action shall be taken to clear polluted or affected areas.

The Contractor shall not work within streams, watercourses and wetlands without the written approval or as required for the execution of the work.

## **PS 8.4 Refuse and Waste Control**

The management of solid waste on site shall be strictly controlled and monitored. The Contractor shall adhere to and implement the following:

- Labelled recycling bins shall be used and waste separated where possible. In addition, a recycled-material collection schedule shall be established and the bins shall be collected regularly;
- Eating areas for the construction staff shall be designated and supplied with waste bins to control litter;
- No on-site burying or dumping or unauthorised burning of any waste materials, vegetation, litter or refuse shall occur;

Solid waste shall be disposed of off site, at an approved landfill site. The Contractor shall supply the Employer with a certificate of disposal; and waste shall be separated into domestic waste, building/construction rubble, scrap metal, oil and grease and hazardous waste and dealt with in the following manner:

- **Domestic waste**  
Suitable refuse bins, all with lids, shall be provided by the Contractor for his own buildings. Refuse shall be collected and removed from all facilities on the Site at least twice per week. Domestic waste shall be transported to the approved refuse disposal site off site in covered containers or covered trucks.
- **Organic waste**  
Refuse from food preparation and eating areas shall be collected and removed daily. Organic waste shall be disposed of as per Domestic waste.
- **Building/Construction waste**  
Inert building/construction rubble shall be disposed of by burying in the dam basin in borrow pits, at a site and in such a way as approved by the Employer.
- **Scrap metal**  
Scrap metal shall be disposed of offsite.
- **Used oil and grease**  
Used oil and/or grease shall be removed from site and sold to an approved used oil recycling company. The certificate thereof shall be placed on file on site.
- **Hazardous waste**  
All hazardous waste shall be disposed of in an approved hazardous waste disposal site and a disposal certificate supplied to the Employer. The certificate thereof shall be placed on file on site.
- **Recycling**  
Suitable recycling bins, all with lids, shall be provided by the Contractor for his own buildings. Recycling shall be collected and removed from all facilities on the Site at least twice per week. Recycling waste shall be transported to the approved refuse disposal site off site in covered containers or covered trucks.

### **PS 8.5 Protection of Flora**

The removal, damage and disturbance of indigenous flora is prohibited. The Contractor shall request permission before removal of any vegetation on the designated work area and undertake to demarcate and protect flora outside the designated work area.

### **PS 8.6 Protection of the Fauna**

The Contractor shall protect fauna living within the Site and shall ensure that hunting, snaring, poisoning, shooting, nest raiding or egg-collecting and disturbance does not occur. The Contractor is to ensure that his employees are instructed not to feed wild animals and no domestic pets or livestock are permitted on site. No fishing is permitted on site.

The use of pesticides is prohibited unless approved by the Employer.

### **PS 8.7 Preservation of Topsoil**

The Contractor shall get approval from the Employer before the removal of any topsoil. The top soils will be stored in designated areas.

### **PS 8.8 Erosion Control and Storm Water Management**

The Contractor shall include in his/hers works layout of the site works measures to prevent erosion resulting from his actions on the site. The Contractor shall take appropriate and active measures to prevent erosion resulting from his works, operations and activities which shall be agreed with the Employer even when such potential erosion may take place or occur beyond the limits of the Site because of the actions of the Contractor.

### **PS 8.9 Designated Quarry Rehabilitation**

The application for the development of the designated quarry was approved by the Department of Mineral Affairs with the following conditions that will be the responsibility of the Contractor:

- I. Progressive mining must take place to allow for concurrent vegetation;
- II. Soil erosion measures must be in place until such time the vegetation is established;
- III. All runnels and erosion channels must be backfilled and stabilized;
- IV. A shade net screen may be required for the area around the quarry and crusher.
- V. Ensure the adequate fencing or demarcation is in place until such time the desired rehabilitated state is reached. In this case fences can be removed once the appropriate sloping and re-vegetation has been completed;
- VI. The eradication and prevention of the establishment of alien plants and invasive species through the application of reasonable measures to control and eradicate any alien invasive species;
- VII. The site clean-up must be done regularly during mining. All domestic waste must be placed in litter bins and as such waste must be disposed of at registered landfill site;
- VIII. At least 300 mm topsoil (including rocky material) must be stored for re-use during rehabilitation;
- IX. All hazardous substances (such as fuel and contaminated soils) must be stored in secure, safe and weatherproof facilities, underlain by a bunded area;
- X. The borrow pit side walls slope should have an overall batter of 1V:1H with 2m wide benches every 5m of vertical height with sub vertical faces; and
- XI. The final surface level must be shaped to facilitate free draining areas and prevent ponding of surface runoff.

### **PS 8.10 Fine aggregate borrow areas**

The Contractor will be responsible for obtaining a mining permit, getting environmental approval, implementation of the Environmental Management plan as approved by the relevant Authority and getting a closure certificate on completion of the work.

## **PS 9 INFORMATION TO BE SUBMITTED WITH BID**

The following information must be submitted with the tender to evaluate the ability of the Contractor to perform the work according to specification.

1. A layout of proposed crushing facilities must be submitted with tender. (C4.3)
2. The dimensions and capacity of the Weigh bridge must be submitted with tender. (C4.4.10)
3. Preliminary Method statements will full details concerning the methods, equipment and materials will be required for the following at tender stage; (PS4.2).
  - a. The Drilling and Blasting of the material.
  - b. The Crushing of the materials
  - c. The acquirement, processing, stockpiling and transport of fine aggregate.
4. Tendered contract program (PS 3.1) (Tendered construction rates
5. A Pro Forma Quality Management system with intended Inspection and test plans for the aggregates and the intended standard forms for test result reporting must be submitted with the tender. (PS5)
6. A Pro-Forma Health and Safety Policy with Codes of Practices must be submitted with the Tender. (PS7)

### **C3.3 PARTICULAR SPECIFICATIONS**

In addition to the Standard Specifications the following particular Specifications shall apply to this contract and are bound in hereafter:

PO6	QUARRY FOR NATURAL MATERIALS
PO7	SPECIFICATION FOR NATURAL MATERIALS FROM QUARRY
CWD 01SC	GENERAL
CWD 01HS	HEALTH AND SAFETY
CWD 23	DRILLING
CWD 65	OCCUPATIONAL HEALTH AND SAFETY
CWD 67	ENVIRONMENTAL
CWD 68	LOCAL SOCIO-ECONOMIC PARTICIPATION AND DEVELOPMENT
EMP	ENVIRONMENTAL MANAGEMENT PLAN
CWDQR	CLANWILLIAM DAM QUARRY REPORT (December 2006)" and
CWDGR	CLANWILLIAM DAM SECOND ENGINEERING GEOLOGICAL REPORT FOR QUARRY FINAL

- **NB: All relevant Particular Specifications in electronic format, will be made available on the site briefing**
- **If the bidder requires copies of the Particular Specifications in electronic format before the site briefing, please contact Manfred Röhrs for an Electronic PDF copy.  
RohrsM@dws.gov.za**



## **DEPARTMENT OF WATER AND SANITATION**

**DWS05-1022 WTE**

# **THE DEVELOPMENT OF AN ONSITE QUARRY AND PRODUCTION OF AGGREGATES TO BE SUPPLIED FOR THE CLANWILLIAM DAM IN THE WESTERN CAPE**

## **C4: SITE INFORMATION**

## Contents

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## **C4.1 DESCRIPTION OF THE PROJECT**

The raising of Clanwilliam Dam, which will be the first phase of the Olifants-Doorn River Water Resources Project (ODRWRP), will increase the yield of the dam by about 70 Mm<sup>3</sup> per annum to augment the water supplies to the Olifants River irrigation scheme situated in the north-western part of the Western Cape province, as well as to assist in the development of resource-poor farmers.

Clanwilliam Dam is located on the Olifants river, in the Western Cape, approximately 2 km south west of the town of Clanwilliam. The original dam was constructed in 1932-1935 (38m high from the base). The existing structure is a concrete gravity dam, consisting of a controlled ogee gravity spillway with 13 vertical crest gates. The length of the wall is 255 m. The total spillway length is 117,58 m, including the piers between the gates. The dam was raised in 1964 with vertical crest gates. Tensioned cables were supplied to ensure stability of the dam wall.

Currently water is released downstream via the Olifants River to Bulshoek weir from where the water is diverted into the dilapidated irrigation canal situated on the left bank. Water is also released from the existing outlet works situated on the right bank into an irrigation canal situated on the right bank, to the pump station on the right bank supplying water to the town of Clanwilliam, and to the hydropower plant situated downstream on the right bank.

The feasibility investigation for raising the dam was completed at the end of 2007 and the Record of Decision (ROD) was issued on 12 May 2009 by the Department of Environmental Affairs. Approval by the Minister for raising the dam by 13 m was issued on 18 August 2010.

In order to comply with current dam safety standards, the Department of Water and Sanitation is also required to implement remedial measures with the raising in the height of the dam wall.

The raised dam wall will be approximately 370 m in length and 49 m in maximum height. At full supply level the reservoir will cover a surface area of approximately 2 022 ha and capacity of 344,3 million cubic metre. The works include addition of concrete on the downstream side, extending the apron, construction of a free standing intake tower, river outlet control house, a power generating house, short tunnel and coffer dam works on the upstream side, as well as various other pipe outlet structures on the downstream side. This work must be done without interfering with the day to day operation of the dam.

## **C4.2. THE SITE CONDITIONS**

### **C4.2.1 Location and access to site**

The dam site is situated on the Olifants River, in the Western Cape, approximately 2 km South- West of Clanwilliam town in the Western Cape province. -32°11'07.2" South; 18°52'24.1" East

The site is immediately next to the N7 and accessed through a controlled gate. The gravel site roads will be regularly maintained but could get challenging under abnormal rainfall conditions.

### **C4.2.2 Weather**

The Clanwilliam Dam site is situated in the Western province in the winter rainfall region with hot summers and cold wet winters. Average summer maximum and minimum temperatures are in the order of 39°C and 11°C respectively. Corresponding winter temperatures are 31°C and 4°C.

Relevant detailed meteorological information was obtained for the site from Weather Station No 00846710 at Clanwilliam dam, situated at RL 103 m. Average monthly minimum and maximum temperatures obtained from that station are listed in Table 1. These records will be used for tender purposes and will be compared to information from a weather station to be installed at the dam site before construction commence. The prevailing wind direction(s) is South East and North West.

Table 1: Average Minimum and Maximum Temperatures (°C) Measured at Clanwilliam

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Max	41	40,5	39	37	32	27	26	29	33	35	40	41
Min	13,5	13	11	8	5	3	2	2,5	5	7	10	12

The Clanwilliam Dam catchment has a mean annual precipitation (MAP) of 575 mm. The area has a winter rainfall pattern.

#### **C4.2.3 General Geological Conditions**

The Clanwilliam Dam is underlain by the Skurweberg Formation, Nardouw Subgroup of the Table Mountain Group, which comprise of thickly bedded, medium to coarse grained sandstone. The dam is located in a major synclinal structure within the western arm of the Cape Fold Belt, which, apart from the history of deformation and folding, is also associated with large scale faulting.

The foundation geology comprises quartzitic sandstone which is characterised by minor interbedded siltstone horizons. The overall structure of the founding rock mass is governed by the bedding which, on the left flank and within the river section, dips at angles between 10° and 20° in a downstream direction, but on the right flank dips slightly out of the slope (also at shallow angles). On the upper left flank the rock mass is generally slightly weathered but highly weathered horizons are also present; the mid flanks are mainly slightly weathered, and the strata within the river section generally slightly to moderately weathered, hard rock to very hard rock. The right flank similarly mainly comprises slightly too moderately weathered strata. Numerous highly weathered, medium hard to soft rock and sandstone horizons also occur. The interbedded siltstone horizons typically comprise medium hard rock to soft or very soft rock, and are even weathered to clay in places.

Packer (Lugeon) tests revealed the founding rock mass on the left flank to generally be impervious. Highly pervious zones were recognised within the river section but the rock mass was otherwise impervious.

For detail information see “The Second Engineering Geological Report for design of Clanwilliam Dam raising” is attached under Section C5: SITE INFORMATION

### **C4.3 FACILITIES PROVIDED BY EMPLOYER to CONTRACTOR**

#### **C4.3.1 Contractors Yard and Site Facilities**

The contractor must establish his yard and works within the boundary of the demarcated quarry and the area at Stockpile area 3. The use of this Stockpile area 3 would have to be motivated and it must also be noted that there are fruit trees directly next to the Stockpile Area 3. Any dust or other nuisance would be for the Contractors account.



The only other area would be at Stockpile area 3(see photo previous page). The use of this area would have to be motivated and it must also be noted that there are fruit trees directly next to the Stockpile Area 3. Any dust or other nuisance would be for the Contractors account.

It would be preferable that the crusher is erected next to the quarry.

There are designated areas to store the overburden removed from the quarry area, material can be stockpiled inside the dam basin directly opposite the quarry. Indicated as Area 6 below.



## **C4.4 FACILITIES TO BE PROVIDED BY CONTRACTOR FOR OWN WORKS**

### **C4.4.1 Electrical Power and Distribution**

The Contractor shall make his own arrangements concerning the supply of electrical power, water and all other services. No direct payment will be made for provision of electricity, water and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which the services are required.

The Contractor shall be responsible for all costs related to metering points supplied by Eskom including the monthly account and advance payments.

The Contractor is at liberty to utilise generator sets instead of Eskom power.

No claim will be entertained in the case of temporary failure of electricity by Eskom or by generator.

### **C4.4.2 Water Supplies**

If raw water from the dam is required, it will have to be metered and paid for by the Contractor after obtaining an abstraction point from Department of Water and Sanitation (DWS): Western Cape Water Use in terms of National Water Act Section 21(a). A record of abstraction must be kept on a daily basis and must be submitted on a monthly basis with the Contractor's returns.

Failure or interruption of any source of water shall not relieve the Contractor of any of his obligations under the Contract.

### **C4.4.3 Communications**

The Contractor shall make his own arrangement with regards to his required communication requirements

### **C4.4.4 Accommodation and Site Facilities**

The Contractor must supply his own offices, storage facilities and workshop. The Employer will indicate available areas for site establishment. **A layout of proposed site facilities must be submitted with tender.**

No accommodation is allowed on the site in terms of the Environmental EMP. The Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed on site.

### **C4.4.5 Laboratory**

The Contractor must provide for his own site testing facilities for grading analysis.

### **C4.4.6 Resting and eating areas**

The contractor shall provide sufficient and suitably positioned areas for use by his workers on site during resting and eating periods. Sufficient refuge bins, tables and seating must be provided. Existing and new permanent structures for the raised dam wall may not be used as resting and eating areas.

### **C4.4.7 Sanitation and cleaning**

The Contractor shall provide at or within 200m of each work place chemical toilet facilities with toilet paper, potable water, soap and towels together with industrial soaps and barrier creams as appropriate. He shall maintain them in a clean and sanitary condition and shall take all necessary precautions to prevent pollution

of the Site. The sewage will be disposed of at a registered disposal facility and the disposal certificate will be kept on record.

The Contractor shall ensure that there are adequate and sufficient refuse bins in and around the working area and that these shall be emptied frequently. All refuse bins shall be placed on a concrete base, which shall, from time to time, be sprayed with insecticide. All refuse collection, removal and disposal on site shall be the responsibility of the Contractor. All refuse shall be disposed of at a licensed landfill site only, and certificates of receipt shall be kept on record.

The Contractor shall clear away and remove all traces of the toilets and restore the sites to their original condition as soon as the toilets are no longer required.

#### **C4.4.8 Access control and security**

The Employer will be responsible for access control and security for the site. The Contractor will abide by the access control measures. The Contractor is responsible for the safe guarding and protection of his own contractor's yard and his equipment and plant on site. The Employer does not take any liability for the Contractor in terms of security what so ever.

#### **C4.4.9 Resting and eating areas**

The contractor shall provide sufficient and suitably positioned areas for use by his workers on site during resting and eating periods. Sufficient refuse bins, tables and seating must be provided. Existing and new permanent structures for the raised dam wall may not be used as resting and eating areas.

#### **C4.4.10 Weighbridge**

The Contractor will supply, install, commission (including certification) and maintain a weigh bridge for the duration of the main contract. The weighbridge will also be used to weigh other products for the Employer at no extra cost for the duration of the main contract where after it must be removed.

The weighbridge will have an accuracy of at least 50kg at full load. It will be long enough to accommodate a Cement tanker with a bogey or the longest delivery vehicle of the crusher products, whichever is the longest. It will be at least 3m wide and able to weigh up to 70 Tons. The weighbridge shall be installed at ground level (not below).

A suitable cabin with the software, computer, printer and operator will be supplied and maintained for the duration of the main contract. A six monthly (at least) certification by an accredited firm will be done for the weigh bridge and the documentation provided to the Employer.

**The Contractor must supply the dimensions and capacity of the Weighbridge he will supply at tender stage.**

#### **C4.4.11 Anti-intruders Fencing**

The contractor will be required to erect 650m of 1.8m high anti intruder fence. The fence will consist of normal straining and corner posts as well as intermediaries. It will have a diamond mesh tied to 6 strand fence and a three strand barbed wire overhang around the Quarry area that will depict your area of jurisdiction and under your control. An appropriate access gate must also be installed at the entrance to the area.

## C4.5 CLIMATIC CONDITIONS

### C4.5.1 Rainfall data

The rainfall data to be used for extension of time arising from abnormal rainfall is presented in the table: rainfall record.

**Table: Rainfall Record**

Rainfall Station No:00846710 Clanwilliam

Period: 1992-2012

Month	AVE	STD DEV	N DAY RAIN	NUM MON	MAX R DAY	MAX RAIN DATE
January	0,0	0.26	0,05	19	13,8	5/1/2004
February	0,25	0.53	0.11	20	10,8	23/2/2010
March	0,45	0.89	0.14	20	29	26/3/1997
April	0,85	1.38	0.33	20	21.4	26/4/2007
May	2,05	3.05	0.76	19	25	8/5/1998
June	3,03	3.98	1.35	18	54.5	8/6/1997
July	2,67	3.23	1.05	18	29.4	26/7/2007
August	2,03	2.80	0.58	18	27.8	18/8/2003
September	0,95	1.35	0.37	18	11.5	12/9/1996
October	0,52	0.91	0.22	18	12.6	19/10/2011
November	0,67	1.16	0.21	18	29.4	8/11/2009
December	0,52	1.11	0.21	18	19.6	24/12/2007

Explanation of headings:

'AVE' represents the average rainfall for the month =  $R_n$

'STD DEV' represents the standard deviation from the normal

'N DAY RAIN' represents the average number of rain days per month exceeding 10 mm =  $N_n$

'NUM MON' represents the number of months used in the calculation

'MAX R DAY' represents the maximum rainfall that occurred over a 24-hour period (08:00-08:00)

'MAX RAIN DATE' represents the date on which the maximum 24 hour rainfall occurred

### C4.5.2 Extension of time arising from abnormal rainfall

No extension of time will be entertained for rainfall. No climatic claim to be entertained.

## **C4.6 TENDER DRAWINGS**

The drawings issued to the tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work.

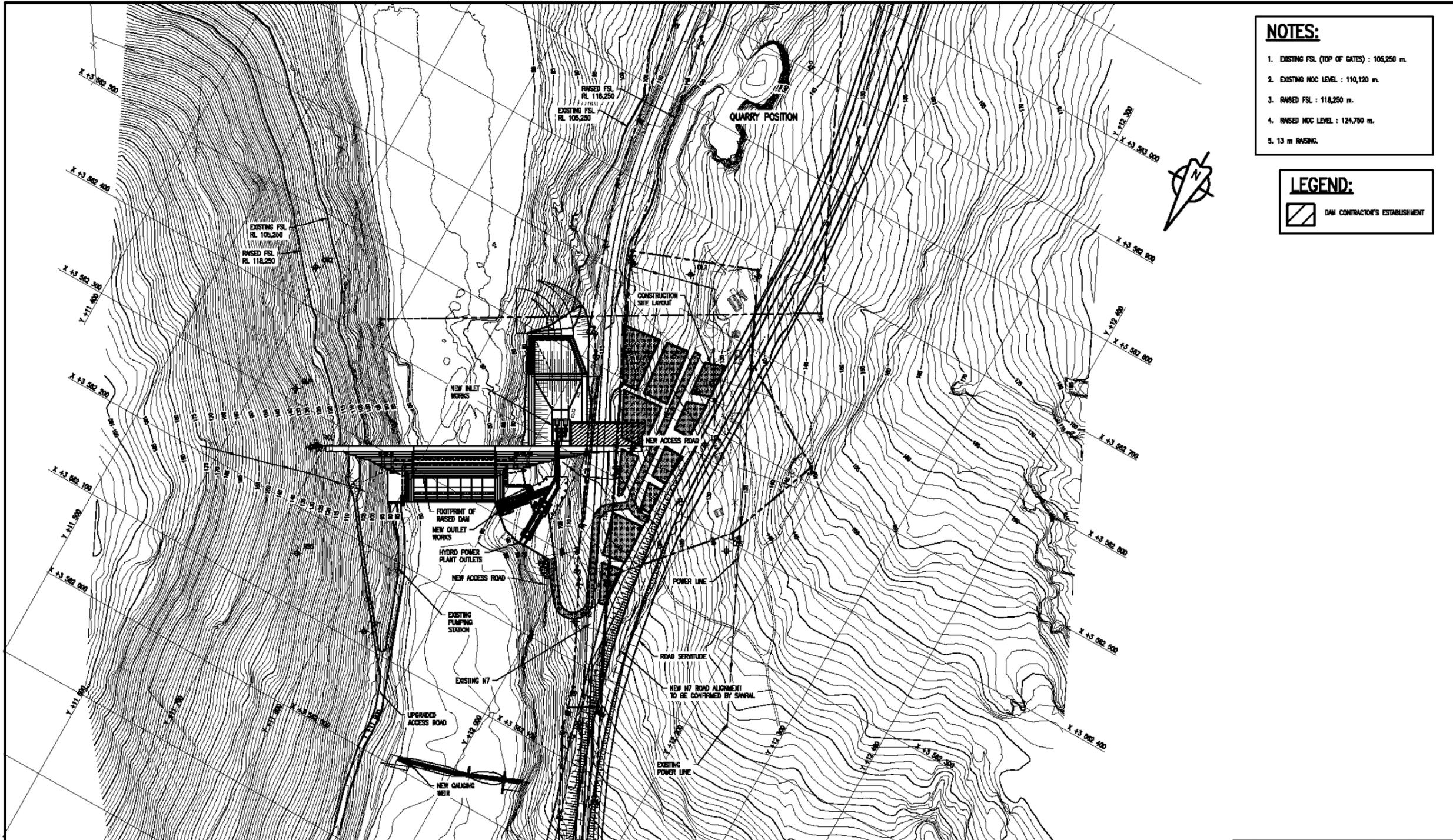
The work shall be carried out in accordance with the latest available revision of the drawings approved for construction (AFC)

At commencement of the contract, the Engineer shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time there after during progress of the works, the Engineer may issue further drawings for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

### **LIST OF DRAWINGS**

<b>DRAWING NR</b>	<b>TITLE</b>
<b>CWD 0101</b>	<b>General Layout</b>
<b>CWD 501</b>	<b>Quarry Development Layout</b>
<b>CWD 502</b>	<b>Quarry Development Section 07 – 07(1)</b>
<b>CWD 503</b>	<b>Quarry Development Section 07 – 07(2)</b>
<b>CWD 504</b>	<b>Quarry Development Section 06 – 06(1)</b>
<b>CWD 505</b>	<b>Quarry Development Section 06 – 06(2)</b>
<b>CWD 506</b>	<b>Quarry Development Section 05 – 05(1)</b>
<b>CWD 507</b>	<b>Quarry Development Section 05 – 05(2)</b>
<b>CWD 508</b>	<b>Quarry Development Section 04 – 04(1)</b>
<b>CWD 509</b>	<b>Quarry Development Section 04 – 04(2)</b>
<b>CWD 510</b>	<b>Quarry Development Section 03 – 03(1)</b>
<b>CWD 511</b>	<b>Quarry Development Section 03 – 03(2)</b>
<b>CWD 512</b>	<b>Quarry Development Section 02 – 02(1)</b>
<b>CWD 513</b>	<b>Quarry Development Section 02 – 02(2)</b>
<b>CWD 514</b>	<b>Quarry Development Section 01 – 01(1)</b>
<b>CWD 515</b>	<b>Quarry Development Section 01 – 01(2)</b>
<b>CWD 516</b>	<b>Quarry Development Layout with rating of individual boreholes</b>



- NOTES:**
1. EXISTING FSL (TOP OF GATES) : 105,250 m.
  2. EXISTING MOC LEVEL : 110,120 m.
  3. RAISED FSL : 118,250 m.
  4. RAISED MOC LEVEL : 124,750 m.
  5. 13 m RAISING.

**LEGEND:**

 DAM CONTRACTOR'S ESTABLISHMENT

**CLANWILLIAM DAM LAYOUT**

SCALE 1:2 000



1/5	LIST OF DRAWINGS	CWD0001	X
SHEET	DISCUSSION	OTHER No.	REV. No.

REVISION				
NO.	DATE	DESCRIPTION	FOR	BY
<b>FOR TENDER PURPOSES ONLY</b>				

DEPARTMENT OF WATER AFFAIRS  
REPUBLIC OF SOUTH AFRICA

HEAD OFFICE  
ENGINEERING SERVICES  
PROBIE DAM 3313  
PRETORIA 0001

SEKORONG BUILDING  
185 SCHEEMAN STREET  
PRETORIA  
(011) 336-7500

M. MURPHY  
DIRECTOR GENERAL

DESIGN: DAM DESIGN  
DATE: 09/04/2011  
DRAWN: DRAWING SERVICES

ENGINEER: DATE: EXTERNAL APPROVAL: DATE:

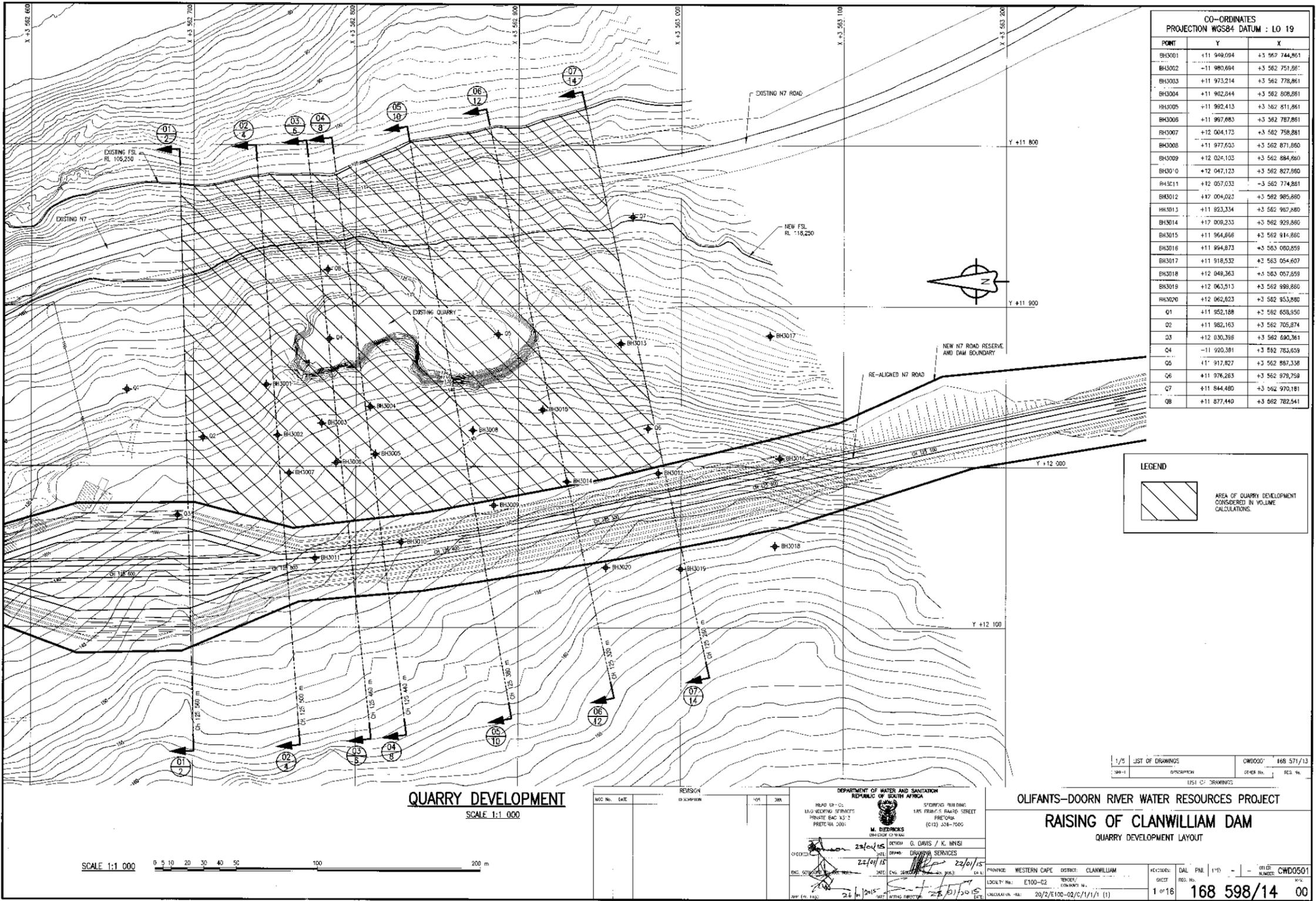
CHIEF ENGINEER / APP. (By Date) DATE: APPROVAL (By Date) DATE:

OLIFANTS-DOORN RIVER WATER RESOURCES PROJECT

**RAISING OF CLANWILLIAM DAM**

GENERAL LAYOUT

PROVINCE: WESTERN CAPE	DISTRICT: CLANWILLIAM	KEYWORDS: X X X - -	STAND NUMBER: CWD0101
LOBBY No.: E100-02	TENDER/ CONTRACT No.:	SHEET: 1 of 1	REV. No.: 00
CALCULATION FILE: X		<b>X</b>	



CO-ORDINATES PROJECTION WGS84 DATUM : LO 19		
POINT	Y	X
BH3001	+11 949,094	+3 567 744,861
BH3002	+11 980,694	+3 562 751,881
BH3003	+11 973,214	+3 562 778,861
BH3004	+11 962,844	+3 562 808,881
BH3005	+11 962,413	+3 562 811,861
BH3006	+11 967,683	+3 562 787,861
BH3007	+12 004,173	+3 562 758,881
BH3008	+11 977,603	+3 562 871,860
BH3009	+12 024,103	+3 562 884,860
BH3010	+12 047,123	+3 562 827,860
BH3011	+12 057,033	+3 562 774,881
BH3012	+12 004,023	+3 562 985,860
BH3013	+11 923,334	+3 562 967,860
BH3014	+12 008,233	+3 562 929,860
BH3015	+11 964,666	+3 562 914,860
BH3016	+11 894,873	+3 563 080,859
BH3017	+11 918,532	+3 563 054,607
BH3018	+12 048,363	+3 563 057,859
BH3019	+12 063,513	+3 562 998,860
BH3020	+12 062,623	+3 562 953,880
Q1	+11 952,188	+3 562 658,950
Q2	+11 962,163	+3 562 705,874
Q3	+12 030,396	+3 562 690,361
Q4	+11 920,381	+3 562 763,659
Q5	+11 917,827	+3 562 887,338
Q6	+11 976,263	+3 562 879,759
Q7	+11 844,480	+3 562 970,181
Q8	+11 877,440	+3 562 782,541

**LEGEND**

 AREA OF QUARRY DEVELOPMENT CONSIDERED IN VOLUME CALCULATIONS.

1/5	LIST OF DRAWINGS	CW0000	168 571/13
500-1	DESCRIPTION	OTHER No.	REV. No.
	LIST OF DRAWINGS		

DEPARTMENT OF WATER AND SANITATION  
REPUBLIC OF SOUTH AFRICA

SYDNEY BUILDING  
145 FRONT STREET  
PRETORIA  
(012) 338-7500

M. DIEBICKS  
ENGINEER (S 1016)

DESIGN: G. DAVIS / K. NINSE  
DATE: 22/01/15  
DRAWING SERVICES

PROJECT: OLIFANTS-DOORN RIVER WATER RESOURCES PROJECT  
RAISING OF CLANWILLIAM DAM  
QUARRY DEVELOPMENT LAYOUT

PROVINCE: WESTERN CAPE DISTRICT: CLANWILLIAM  
LOCALITY No.: E100-02 TOWN: CLANWILLIAM  
UNIQUE No.: 20/2/E100-02/C/1/1/1 (1)

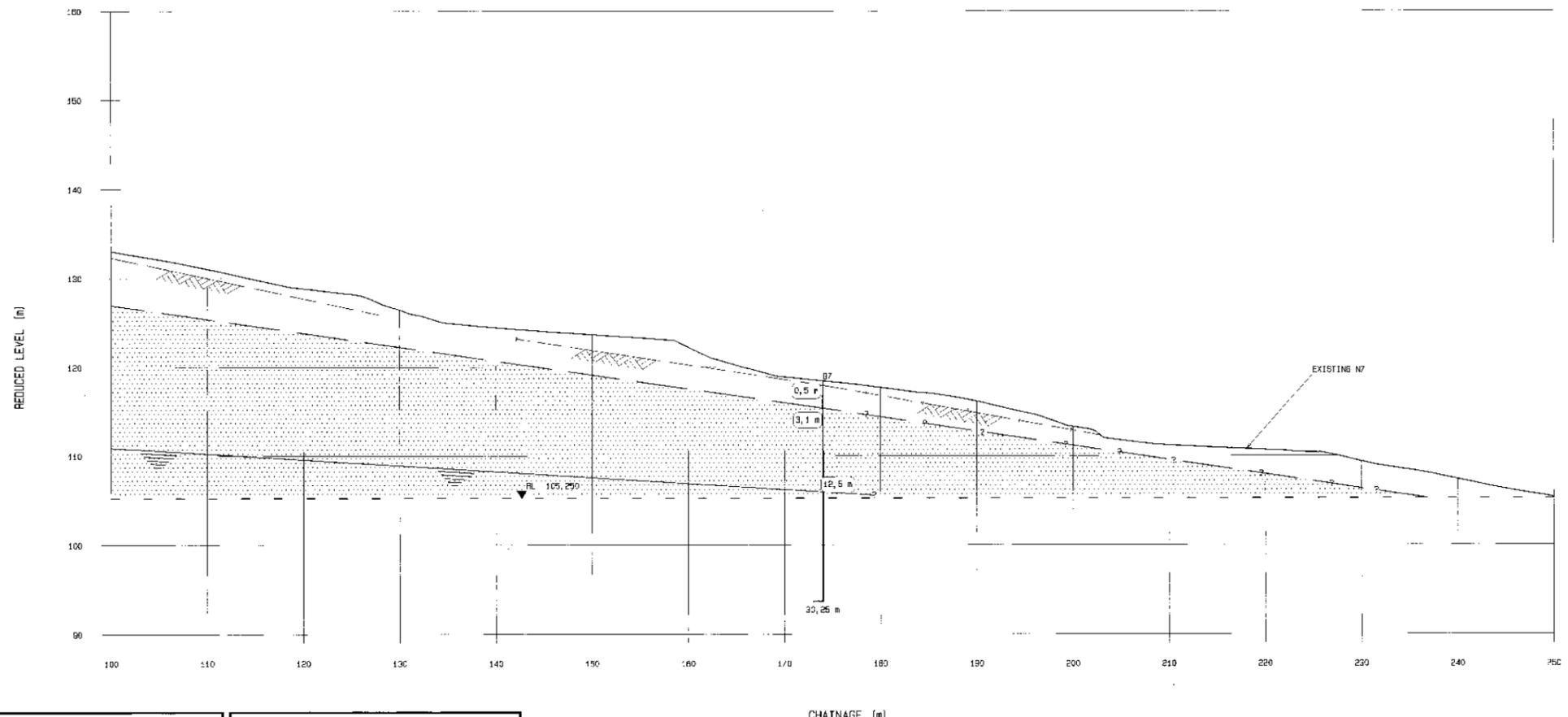
KEYWORDS: DAL PNL 1101 - 1  
SHEET: 1 OF 16  
PROJECT NUMBER: CWD0501



**SPECIFICATIONS:**

THE QUARRY CONTRACTOR MUST NOTE THAT QUARRY EXCAVATIONS, INCLUDING THE FACES, MUST BE INSPECTED BY THE CLIENT'S ENGINEERING GEOLOGIST. THIS MUST BE COORDINATED SO THAT THE EXCAVATIONS/ROCK FACES ARE INSPECTED WITH EACH 5 M ADVANCE.

THE QUARRY CONTRACTOR MUST IMPLEMENT A SLOPE STABILITY MONITORING SYSTEM FOR APPROVAL BY THE CLIENT.



- NOTES:**
1. IN SOME INSTANCES BOREHOLES HAVE BEEN PROJECTED ALONG THE CONTOUR AND OTHER INSTANCES PERPENDICULAR TO THE REFERENCE LINE, WHICHEVER IS THE SHORTEST DISTANCE.
  2. FOR GEOLOGY DETAIL, REFER TO SECOND ENGINEERING GEOLOGICAL REPORT ON HARD ROCK QUARRY.
  3. QUARRY FLOOR ASSUMED AT RL 105,250 FOR FREE DRAINING PURPOSES.
  4. ASSUMED 15 M SANRAL ROAD RESERVE. THE CONTRACTOR TO GET WRITTEN CONFIRMATION FROM SANRAL ON THE LIMIT OF MINING TOWARDS THE NEW N7 ROAD RESERVE.
  5. ASSUMED SLOPE OF 1V:1H TO BE APPROVED BY DMR.

**LEGEND:**

- NSL NATURAL GROUND LEVEL
- ▨ UPPER BOUNDARY BEDROCK
- UPPER BOUNDARY OF USABLE ROCK
- GROUNDWATER LEVEL
- - - PROPOSED FREE DRAIN QUARRY FLOOR
- ▤ USABLE ROCK WITHIN THE DEFINED QUARRY BOUNDARY

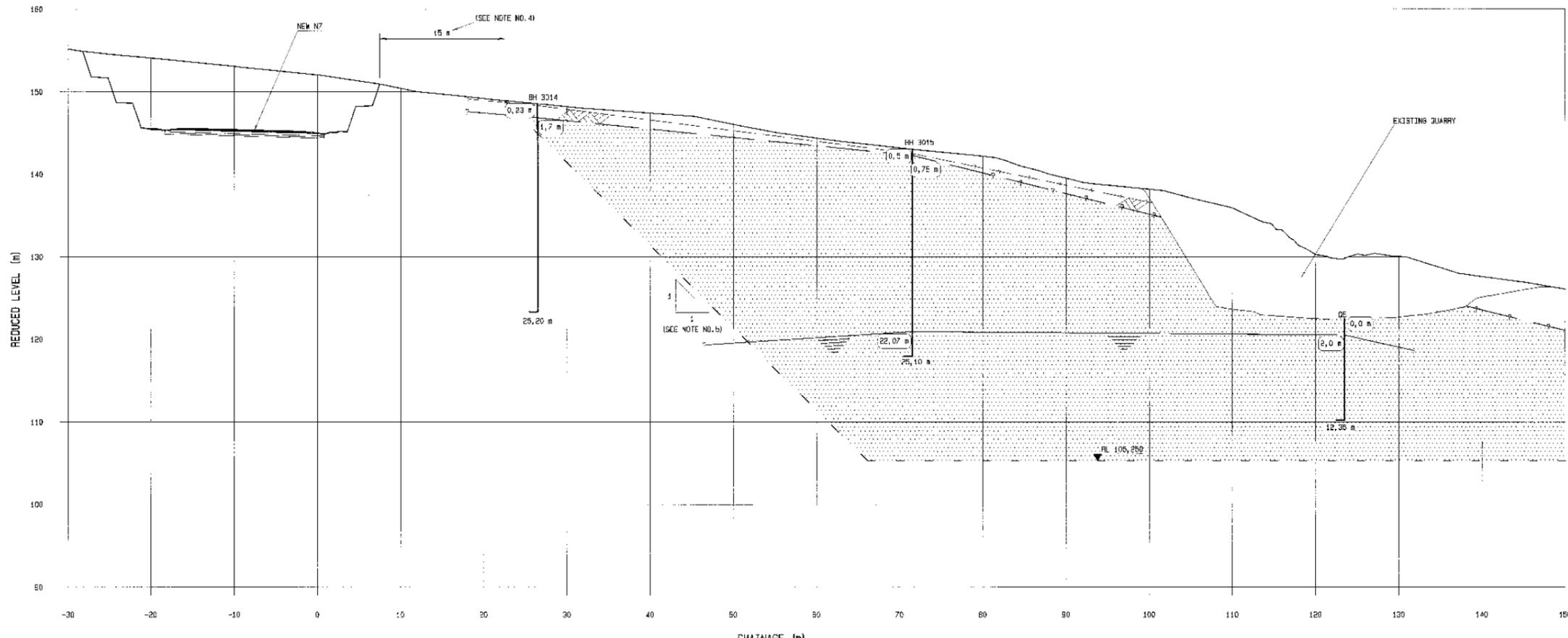
**SECTION 07-07**  
SHEET 2 OF 2  
SCALE 1:250

REVISION		DEPARTMENT OF WATER AND SANITATION REPUBLIC OF SOUTH AFRICA		OLIFANTS-DOORN RIVER WATER RESOURCES PROJECT	
NO.	DATE	NO.	DATE	RAISING OF CLANWILLIAM DAM	
		M. OLSBERG'S ENGINEERING COMPANY		QUARRY DEVELOPMENT	
		DR. K. MUISE		SECTION 07-07	
		DR. K. MUISE		SHEET 2 OF 2	
		WESTERN CAPE		DAL 006 SFC	
		CLANWILLIAM		168 600/14	
		E100-02		00	
		20/7/10-02/C/1/1/1 (1)		3 18	

**SPECIFICATIONS:**

THE QUARRY CONTRACTOR MUST NOTE THAT QUARRY EXCAVATIONS, INCLUDING THE FACES, MUST BE INSPECTED BY THE CLIENT'S ENGINEERING GEOLOGIST. THIS MUST BE COORDINATED SO THAT THE EXCAVATIONS/ROCK FACES ARE INSPECTED WITH EACH 5 M ADVANCE.

THE QUARRY CONTRACTOR MUST IMPLEMENT A SLOPE STABILITY MONITORING SYSTEM FOR APPROVAL BY THE CLIENT.

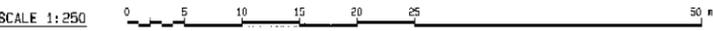


- NOTES:**
1. IN SOME INSTANCES BOREHOLES HAVE BEEN PROJECTED ALONG THE CONTOUR AND OTHER INSTANCES PERPENDICULAR TO THE REFERENCE LINE, WHICHEVER IS THE SHORTEST DISTANCE.
  2. FOR GEOLOGY DETAIL, REFER TO SECOND ENGINEERING GEOLOGICAL REPORT ON HARD ROCK QUARRY.
  3. QUARRY FLOOR ASSUMED AT RL 105,250 FOR FREE DRAINING PURPOSES.
  4. ASSUMED 15 M SANRAL ROAD RESERVE. THE CONTRACTOR TO GET WRITTEN CONFIRMATION FROM SANRAL ON THE LIMIT OF MINING TOWARDS THE NEW N7 ROAD RESERVE.
  5. ASSUMED SLOPE OF 1V:1H TO BE APPROVED BY OMR.

**LEGEND:**

- : NBL NATURAL GROUND LEVEL
- ▨ : UPPER BOUNDARY BEDROCK
- - - : UPPER BOUNDARY OF USABLE ROCK
- ≡ : GROUNDWATER LEVEL
- - - : PROPOSED FREE DRAINING QUARRY FLOOR
- ▨ : USABLE ROCK WITHIN THE DEFINED QUARRY BOUNDARY

**SECTION 06-06**  
SHEET 1 OF 2  
SCALE 1:250



REV. NO.	DATE	DESCRIPTION	BY	CHKD.
1	02/02/13			
2	22/01/15			
3	22/01/15			
4	06/01/2015			

1/5 LIST OF DRAWINGS

CDWD001	168 5/1/13
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DEPARTMENT OF WATER AND SANITATION  
REPUBLIC OF SOUTH AFRICA

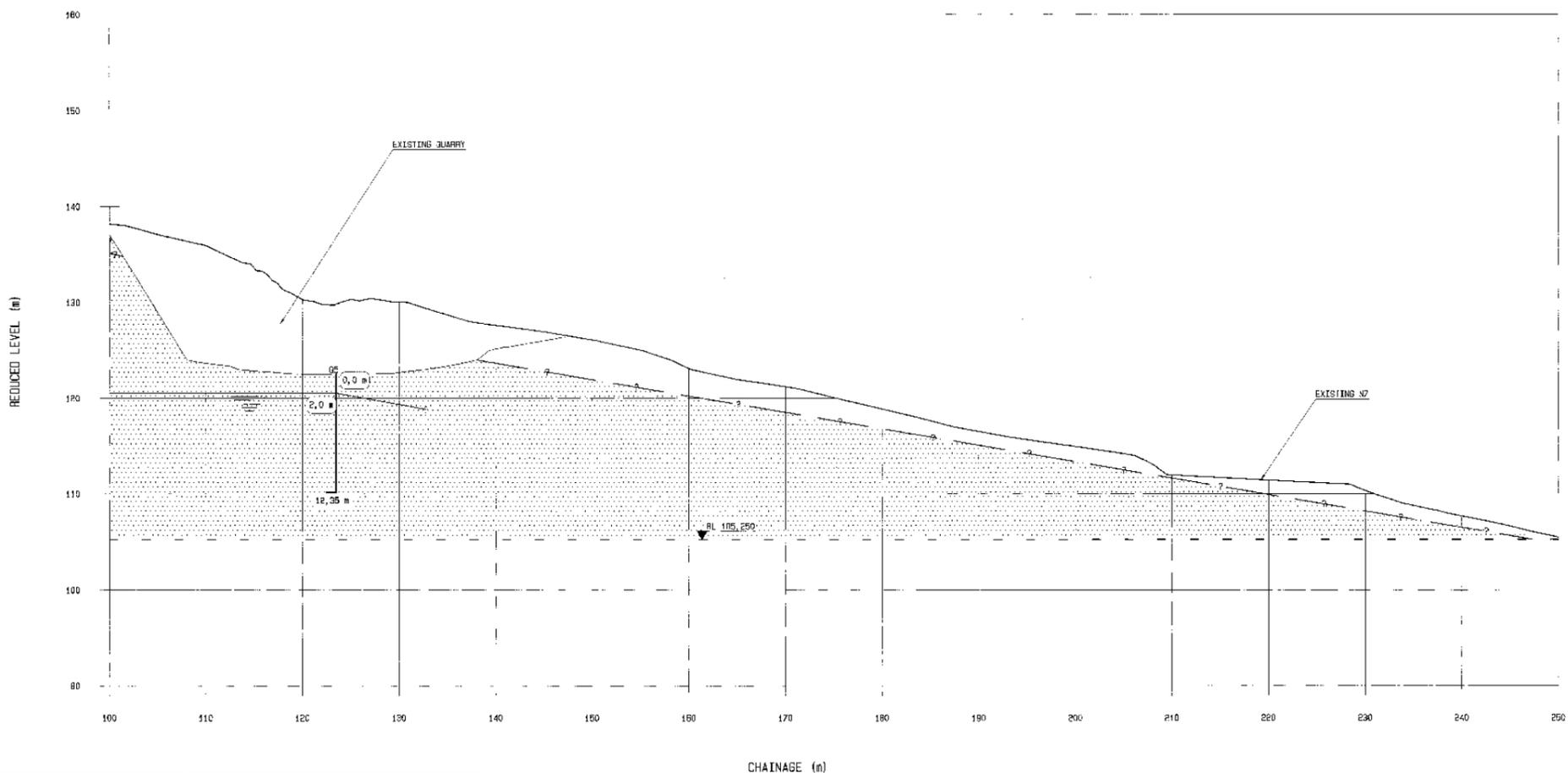
**OLIFANTS-DOORN RIVER WATER RESOURCES PROJECT**  
**RAISING OF CLANWILLIAM DAM**  
QUARRY DEVELOPMENT  
SECTION 06-06  
SHEET 1 OF 2

PROVINCE: WESTERN CAPE | DISTRICT: CLANWILLIAM | MUNICIPALITY: CLANWILLIAM  
LOCALITY: E100-02 | SHEET: 4 OF 16 | CONTRACT NO.: 168 601/14 00  
EXPIRES: 20/12/100 02/01/11/1 (1)

**SPECIFICATIONS:**

THE QUARRY CONTRACTOR MUST NOTE THAT QUARRY EXCAVATIONS, INCLUDING THE FACES, MUST BE INSPECTED BY THE CLIENT'S ENGINEERING GEOLOGIST. THIS MUST BE COORDINATED SO THAT THE EXCAVATIONS/ROCK FACES ARE INSPECTED WITH EACH 5 M ADVANCE.

THE QUARRY CONTRACTOR MUST IMPLEMENT A SLOPE STABILITY MONITORING SYSTEM FOR APPROVAL BY THE CLIENT.



- NOTES:**
1. IN SOME INSTANCES BOREHOLES HAVE BEEN PROJECTED ALONG THE CONTOUR AND OTHER INSTANCES PERPENDICULAR TO THE REFERENCE LINE, WHICHEVER IS THE SHORTEST DISTANCE.
  2. FOR GEOLOGY DETAIL, REFER TO SECOND ENGINEERING GEOLOGICAL REPORT ON HARD ROCK QUARRY.
  3. QUARRY FLOOR ASSUMED AT RL 105,250 FOR FREE DRAINING PURPOSES.
  4. ASSUMED 15 M SANRAL ROAD RESERVE. THE CONTRACTOR TO GET WRITTEN CONFIRMATION FROM SANRAL ON THE LIMIT OF MINING TOWARDS THE NEW N7 ROAD RESERVE.
  5. ASSUMED SLOPE OF 1V:1H TO BE APPROVED BY DMR.

**LEGEND:**

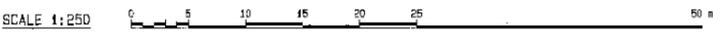
- : NGL NATURAL GROUND LEVEL
- ▨ : UPPER BOUNDARY BEDROCK
- : UPPER BOUNDARY OF USABLE ROCK
- : GROUNDWATER LEVEL
- - - : PROPOSED FREE DRAINING QUARRY FLOOR
- ▨ : USABLE ROCK WITHIN THE DEFINED QUARRY BOUNDARY

CHAINAGE (m)

**SECTION 06-06**

SHEET 2 OF 2

SCALE 1:250



NO.	DATE	REVISION

DEPARTMENT OF WATER AND SANITATION  
REPUBLIC OF SOUTH AFRICA

M. DIERCKX  
MANAGING ENGINEER

K. MUISI  
ENGINEER

22/01/15

OLIFANTS-DOORN RIVER WATER RESOURCES PROJECT

**RAISING OF CLANWILLIAM DAM**

QUARRY DEVELOPMENT

SECTION 06-06

SHEET 2 OF 2

PROJECT NO: E100-02

DATE: 20/2/2014

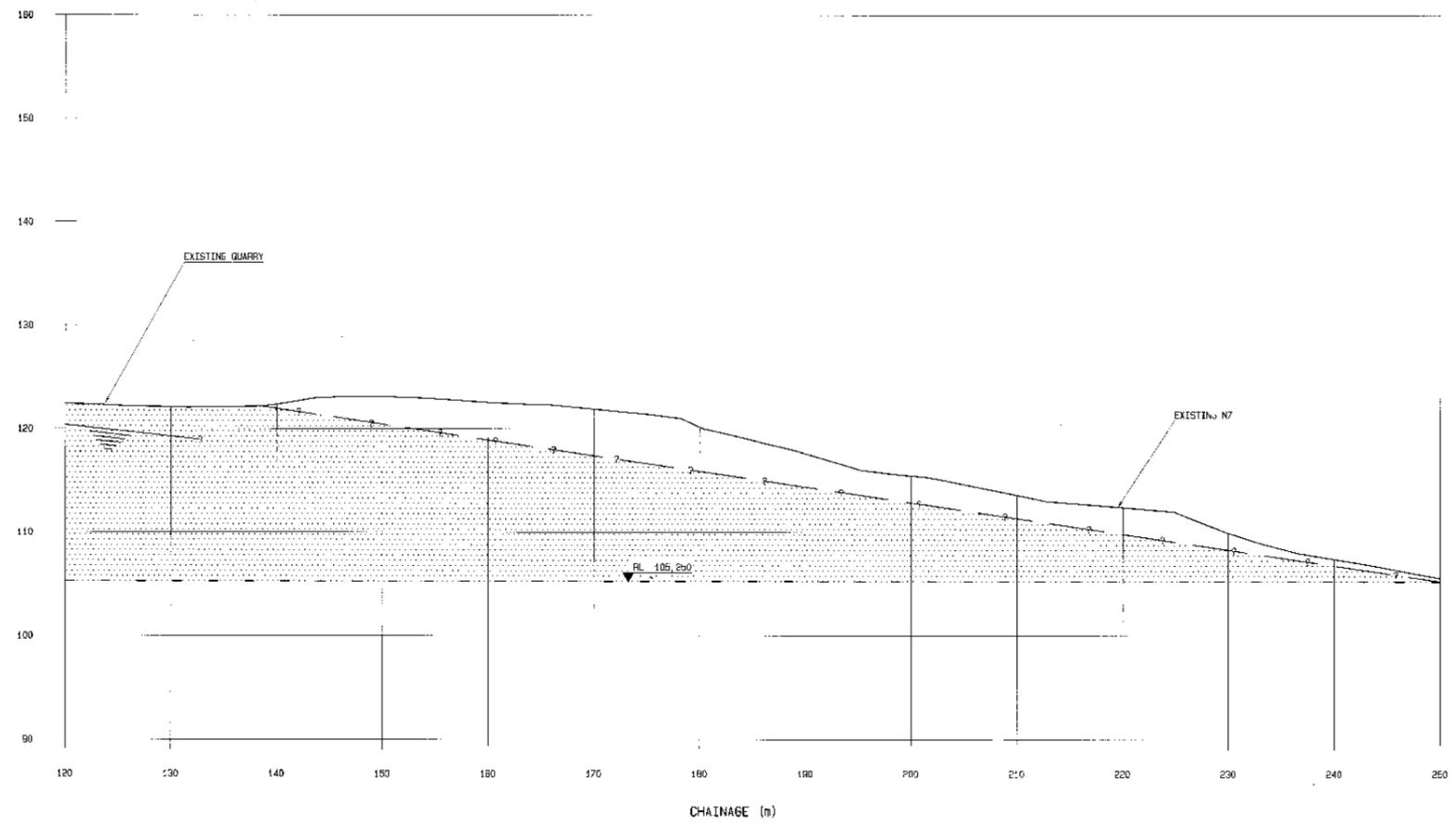
168 602/14 00



**SPECIFICATIONS:**

THE QUARRY CONTRACTOR MUST NOTE THAT QUARRY EXCAVATIONS, INCLUDING THE FACES, MUST BE INSPECTED BY THE CLIENT'S ENGINEERING GEOLOGIST. THIS MUST BE COORDINATED SO THAT THE EXCAVATIONS/ROCK FACES ARE INSPECTED WITH EACH 6 M ADVANCE.

THE QUARRY CONTRACTOR MUST IMPLEMENT A SLOPE STABILITY MONITORING SYSTEM FOR APPROVAL BY THE CLIENT.

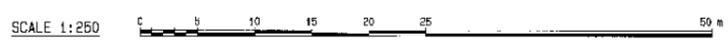


- NOTES:**
1. IN SOME INSTANCES BOREHOLES HAVE BEEN PROJECTED ALONG THE CONTOUR AND OTHER INSTANCES PERPENDICULAR TO THE REFERENCE LINE, WHICHEVER IS THE SHORTEST DISTANCE.
  2. FOR GEOLOGY DETAIL, REFER TO SECOND ENGINEERING GEOLOGICAL REPORT ON HARD ROCK QUARRY.
  3. QUARRY FLOOR ASSUMED AT RL 105,250 FOR FREE DRAINING PURPOSES.
  4. ASSUMED 15 M SANRAL ROAD RESERVE. THE CONTRACTOR TO GET WRITTEN CONFIRMATION FROM SANRAL ON THE LIMIT OF MINING TOWARDS THE NEW N7 ROAD RESERVE.
  5. ASSUMED SLOPE OF 1V:1H TO BE APPROVED BY DMR.

**LEGEND:**

- : NGL NATURAL GROUND LEVEL
- - - - - : UPPER BOUNDARY BEDROCK
- - - - - : UPPER BOUNDARY OF USABLE ROCK
- : GROUNDWATER LEVEL
- - - - - : PROPOSED FREE DRAINING QUARRY FLOOR
- [Stippled Area] : USABLE ROCK WITHIN THE DEFINED QUARRY BOUNDARY

**SECTION 05-05**  
SHEET 2 OF 2  
SCALE 1:250



NO.	DATE	BY	REVISION

DEPARTMENT OF WATER AND SANITATION  
REPUBLIC OF SOUTH AFRICA

DEBIEBEN SOLOUBO  
1907 HANDED OVER TO THE  
1997-2004  
(021) 330-7500

M. DIEDERICKS  
DIRECTOR: STRUCTURE

19-11-2015 K. MNGISI  
22/10/15 K. MNGISI  
22/10/15

1/5 LIST OF DRAWINGS CWD0004 168 646/14

OLIFANTS-DOORN RIVER WATER RESOURCES PROJECT  
**RAISING OF CLANWILLIAM DAM**  
QUARRY DEVELOPMENT  
SECTION 05-05  
SHEET 2 OF 2

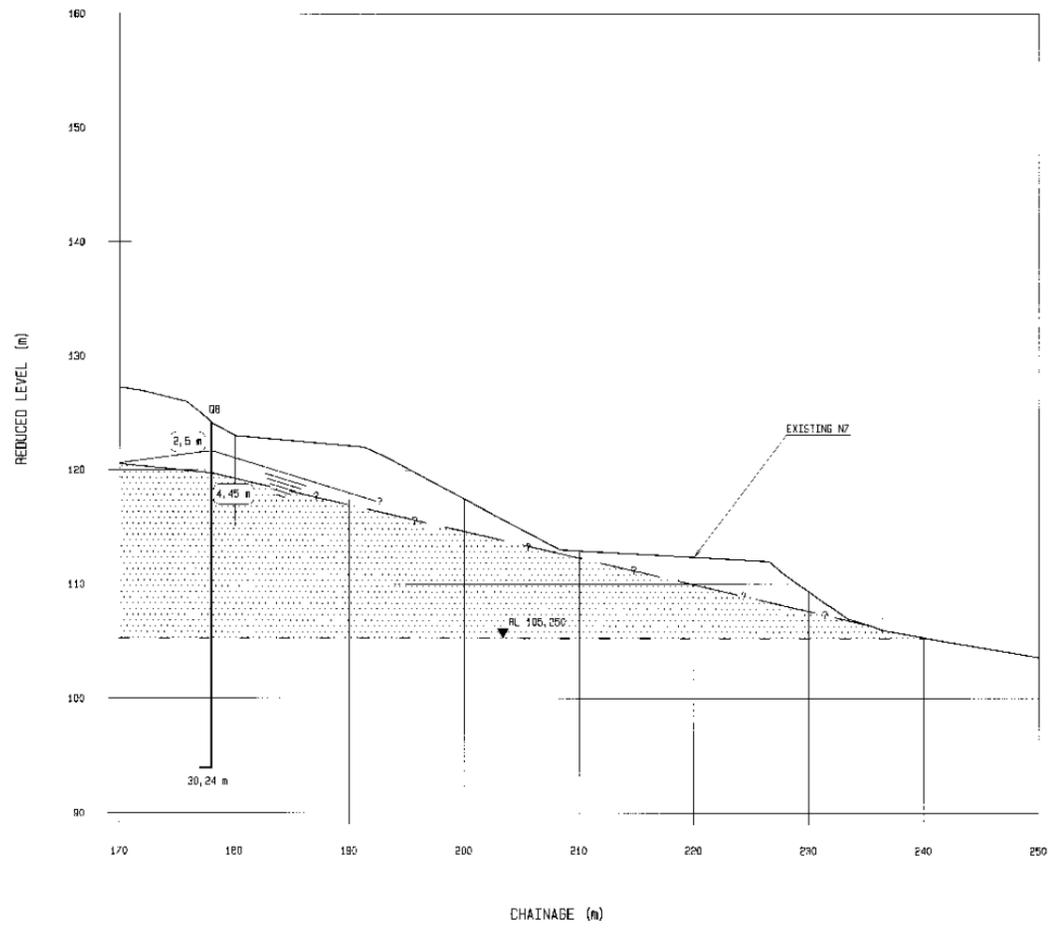
PROVINCE: WESTERN CAPE	DISTRICT: CLANWILLIAM	PROJECT NO. DAL ORG SEC	168 646/14
TENDER: E100-02	CONTRACT NO.	7 of 16	00
CALCULATOR FILE: 20/2/E100-02/C/1/1/1 (1)			



**SPECIFICATIONS:**

THE QUARRY CONTRACTOR MUST NOTE THAT QUARRY EXCAVATIONS, INCLUDING THE FACES, MUST BE INSPECTED BY THE CLIENT'S ENGINEERING GEOLOGIST. THIS MUST BE COORDINATED SO THAT THE EXCAVATIONS/ROCK FACES ARE INSPECTED WITH EACH 5 M ADVANCE.

THE QUARRY CONTRACTOR MUST IMPLEMENT A SLOPE STABILITY MONITORING SYSTEM FOR APPROVAL BY THE CLIENT.



- NOTES:**
1. IN SOME INSTANCES BOREHOLES HAVE BEEN PROJECTED ALONG THE CONTOUR AND OTHER INSTANCES PERPENDICULAR TO THE REFERENCE LINE, WHICHEVER IS THE SHORTEST DISTANCE.
  2. FOR GEOLOGY DETAIL, REFER TO SECOND ENGINEERING'S GEOLOGICAL REPORT ON HARD ROCK QUARRY.
  3. QUARRY FLOOR ASSUMED AT RL 106,250 FOR FREE DRAINING PURPOSES.
  4. ASSUMED 15 M SANRAL ROAD RESERVE. THE CONTRACTOR TO GET WRITTEN CONFIRMATION FROM SANRAL ON THE LIMIT OF WINING TOWARDS THE NEW N7 ROAD RESERVE.
  5. ASSUMED SLOPE OF 1V:1H TO BE APPROVED BY DMR.

**LEGEND:**

	: NAT. NATURAL GROUND LEVEL
	: UPPER BOUNDARY BEDROCK
	: UPPER BOUNDARY OF USABLE ROCK
	: GROUNDWATER LEVEL
	: PROPOSED FREE DRAINING QUARRY FLOOR
	: USABLE ROCK WITHIN THE DEFINED QUARRY BOUNDARY

**SECTION 04-04**  
SHEET 2 OF 2  
SCALE 1:250

REVISION

NO.	DESCRIPTION

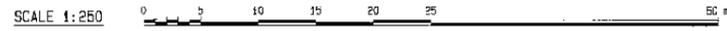
DEPARTMENT OF WATER AND SANITATION  
REPUBLIC OF SOUTH AFRICA

W. DIEDRICKS  
DATE: 22/01/15

K. MNISI  
DATE: 22/01/15

OLIFANTS-DOORN RIVER WATER RESOURCES PROJECT  
**RAISING OF CLANWILLIAM DAM**  
QUARRY DEVELOPMENT  
SECTION 04-04  
SHEET 2 OF 2

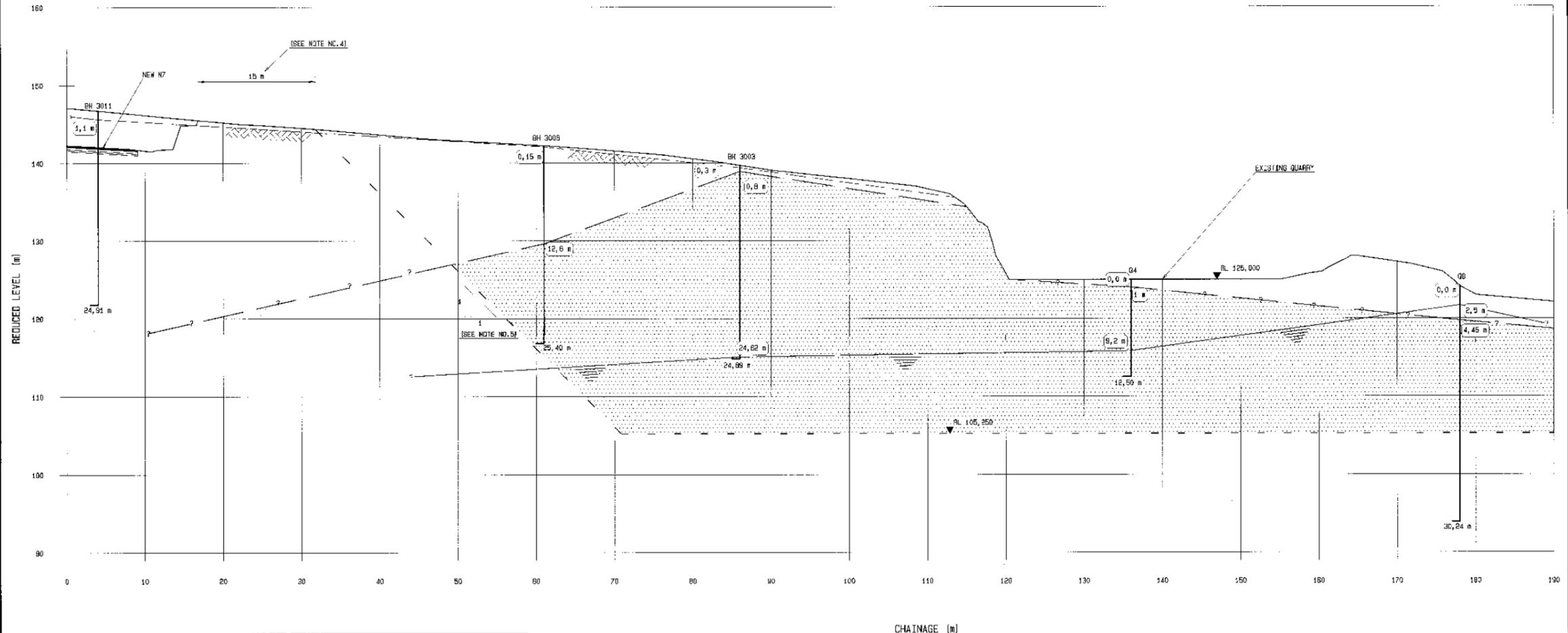
WESTERVA CAPE  
CLANWILLIAM  
E100 02  
9-16 168 648/14 00



**SPECIFICATIONS:**

THE QUARRY CONTRACTOR MUST NOTE THAT QUARRY EXCAVATIONS, INCLUDING THE FACES, MUST BE INSPECTED BY THE CLIENT'S ENGINEERING GEOLOGIST. THIS MUST BE COORDINATED SO THAT THE EXCAVATIONS/ROCK FACES ARE INSPECTED WITH EACH 5 M ADVANCE.

THE QUARRY CONTRACTOR MUST IMPLEMENT A SLOPE STABILITY MONITORING SYSTEM FOR APPROVAL BY THE CLIENT.

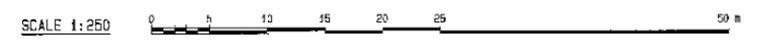


- NOTES:**
1. IN SOME INSTANCES BOREHOLES HAVE BEEN PROJECTED ALONG THE CONTOUR AND OTHER INSTANCES PERPENDICULAR TO THE REFERENCE LINE, WHICHEVER IS THE SHORTEST DISTANCE.
  2. FOR GEOLOGY DETAIL, REFER TO SECOND ENGINEERING GEOLOGICAL REPORT ON MARU ROCK QUARRY.
  3. QUARRY FLOOR ASSUMED AT RL 105,250 FOR FREE DRAINING PURPOSES.
  4. ASSUMED 15 M SANRAL ROAD RESERVE. THE CONTRACTOR TO GET WRITTEN CONFIRMATION FROM SANRAL ON THE LIMIT OF MINING TOWARDS THE NEW N7 ROAD RESERVE.
  5. ASSUMED SLOPE OF 1V:1H TO BE APPROVED BY DWR.

**LEGEND:**

- : NGL NATURAL GROUND LEVEL
- ▨ : UPPER BOUNDARY BEDROCK
- : UPPER BOUNDARY OF USABLE ROCK
- ▲— : GROUNDWATER LEVEL
- - - : PROPOSED FREE DRAINING QUARRY FLOOR
- ▨ : USABLE ROCK WITHIN THE DEFINED QUARRY BOUNDARY

**SECTION 03-03**  
SHEET 1 OF 2  
SCALE 1:250



REVISION

DEPARTMENT OF WATER AND SANITATION  
REPUBLIC OF SOUTH AFRICA

22/01/15

22/01/15

22/01/15

1/5 LIST OF DRAWINGS	CWD0001	168 571/13
DESCRIPTION	OTHER NO.	REV. NO.

LIST OF DRAWINGS

**OLIFANTS-DOORN RIVER WATER RESOURCES PROJECT**

**RAISING OF CLANWILLIAM DAM**

QUARRY DEVELOPMENT  
SECTION 03-03  
SHEET 1 OF 2

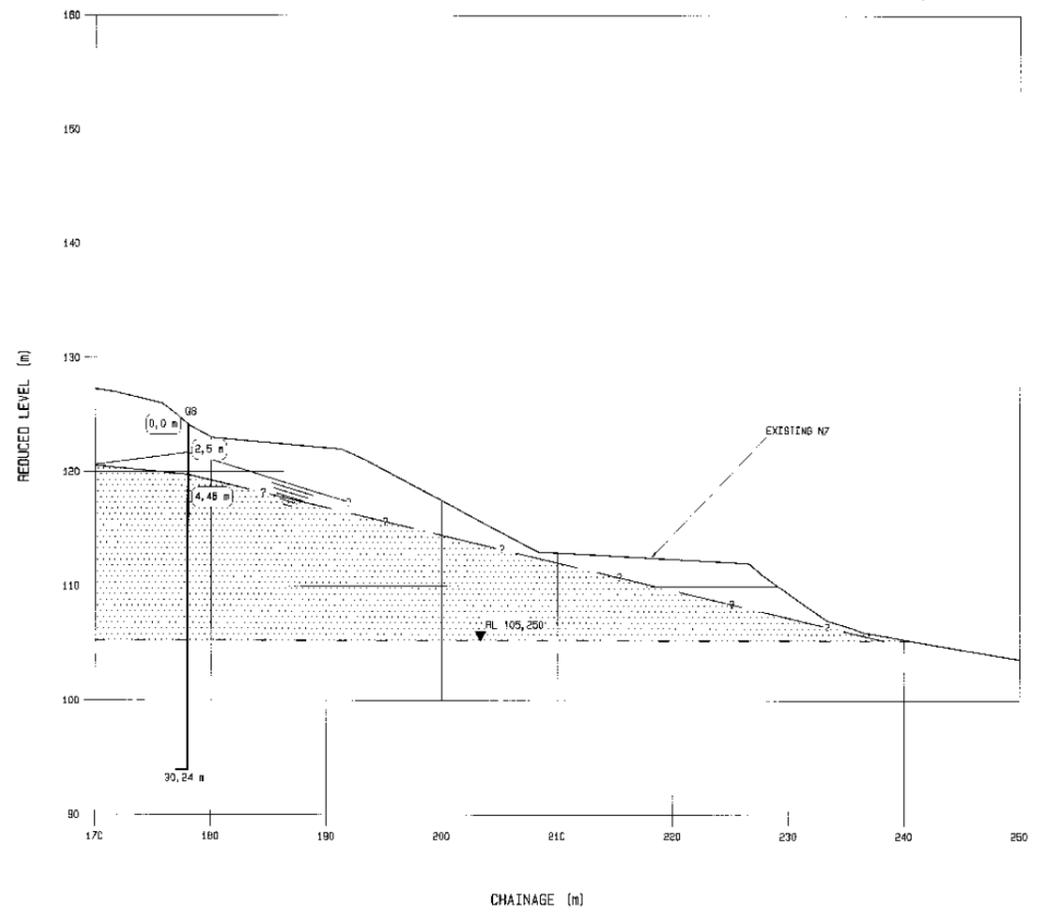
PROJECT NO. WESTERN CAPE	PROJECT NO. CLANWILLIAM	SECTION: DAL	BRS	SEC	10-M (METER)	CWD0510
SCALE: 1:250	SCALE: 1:250	SCALE: 1:250	SCALE: 1:250	SCALE: 1:250	SCALE: 1:250	SCALE: 1:250
DATE: 20/02/2015	DATE: 20/02/2015	DATE: 20/02/2015	DATE: 20/02/2015	DATE: 20/02/2015	DATE: 20/02/2015	DATE: 20/02/2015

168 649/14 00

**SPECIFICATIONS:**

THE QUARRY CONTRACTOR MUST NOTE THAT QUARRY EXCAVATIONS, INCLUDING THE FACE, MUST BE INSPECTED BY THE CLIENT'S ENGINEERING GEOMORPHIST. THIS MUST BE COORDINATED SO THAT THE EXCAVATIONS/ROCK FACES ARE INSPECTED WITH EACH 5 M ADVANCE.

THE QUARRY CONTRACTOR MUST IMPLEMENT A SLOPE STABILITY MONITORING SYSTEM FOR APPROVAL BY THE CLIENT.

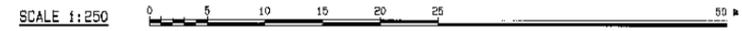


- NOTES:**
1. IN SOME INSTANCES BOREHOLES HAVE BEEN PROJECTED ALONG THE CONTOUR AND OTHER INSTANCES PERPENDICULAR TO THE REFERENCE LINE, WHICHEVER IS THE SHORTEST DISTANCE.
  2. FOR GEOLOGY DETAIL, REFER TO SECOND ENGINEERING GEOLOGICAL REPORT ON 'HARD ROCK QUARRY'.
  3. QUARRY FLOOR ASSUMED AT RL 105,250 FOR FREE DRAINING PURPOSES.
  4. ASSUMED 15 M SANRAL ROAD RESERVE. THE CONTRACTOR TO GET WRITTEN CONFIRMATION FROM SANRAL ON THE LIMIT OF MINING TOWARDS THE NEW N7 ROAD RESERVE.
  5. ASSUMED SLOPE OF 2V:1H TO BE APPROVED BY DMR.

**LEGEND:**

- : NGL NATURAL GROUND LEVEL
- - - : UPPER BOUNDARY BEDROCK
- ..... : UPPER BOUNDARY OF USABLE ROCK
- ▲ : GROUNDWATER LEVEL
- - - : PROPOSED FREE DRAINING QUARRY FLOOR
- ▨ : USABLE ROCK WITHIN THE DEFINED QUARRY BOUNDARY

**SECTION 03-03**  
SHEET 2 OF 2  
SCALE 1:250



NO.	DATE	REVISION

DEPARTMENT OF WATER AND SANITATION  
REPUBLIC OF SOUTH AFRICA

HEAD OFFICE  
125, J. VAN RIEBEEK ROAD  
PRETORIA 008

REGIONAL OFFICE  
125, J. VAN RIEBEEK ROAD  
PRETORIA 008

**M. DIEDERICKS**  
DIRECTOR GENERAL

**Ab. J. K. MNISI**  
Deputy Director General

**Ab. J. K. MNISI**  
Deputy Director General

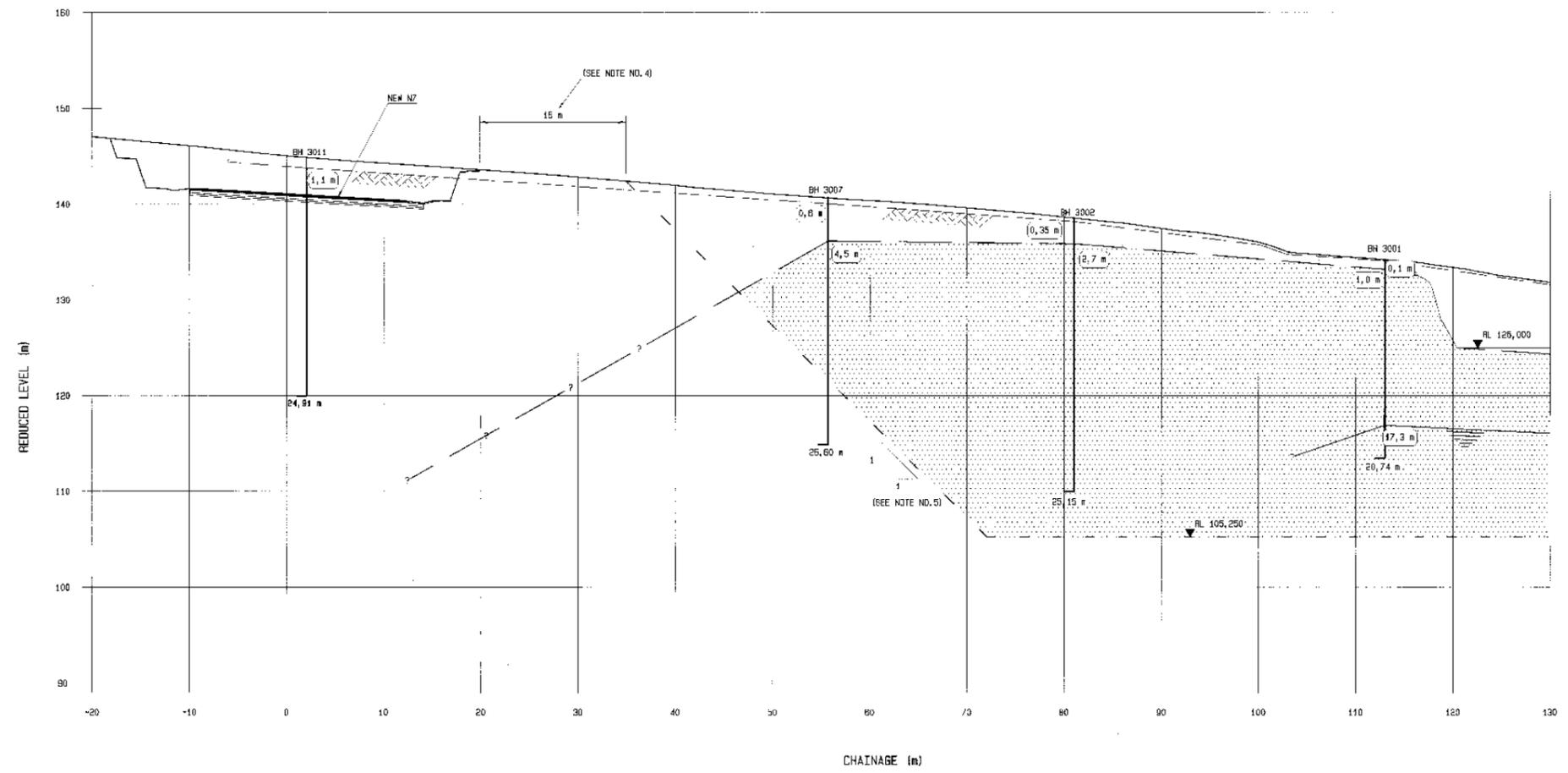
23/01/15  
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1/5	LIS OF DRAWINGS	CWD001	18E 571/13
1:1000		2184	180. 180.
TRT OF DRAINAGE			
<b>OLIFANTS-DOORN RIVER WATER RESOURCES PROJECT</b>			
<b>RAISING OF CLANWILLIAM DAM</b>			
QUARRY DEVELOPMENT			
SECTION 03-03			
SHEET 2 OF 2			
PROJ: DAL	SEC: QRS	SEC: SEC	SEC: SEC
PROJ: WESTERN CAPE	COL: CLANWILLIAM	CONTRACT NO: E100-02	11-16
168 650/14		00	

**SPECIFICATIONS:**

THE QUARRY CONTRACTOR MUST NOTE THAT QUARRY EXCAVATIONS, INCLUDING THE FACES, MUST BE INSPECTED BY THE CLIENT'S ENGINEERING GEOLOGIST. THIS MUST BE COORDINATED SO THAT THE EXCAVATIONS/ROCK FACES ARE INSPECTED WITH EACH 5 M ADVANCE.

THE QUARRY CONTRACTOR MUST IMPLEMENT A SLOPE STABILITY MONITORING SYSTEM FOR APPROVAL BY THE CLIENT.

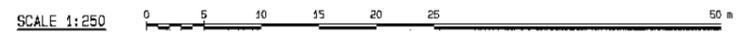


**SECTION 02-02**  
SHEET 1 OF 2  
SCALE 1:250

- NOTES:**
1. IN SOME INSTANCES BOREHOLES HAVE BEEN PROJECTED ALONG THE CONTOUR AND OTHER INSTANCES PERPENDICULAR TO THE REFERENCE LINE, WHICHEVER IS THE SHORTEST DISTANCE.
  2. FOR GEOLOGY DETAIL, REFER TO SECOND ENGINEERING GEOLOGICAL REPORT ON HARD ROCK QUARRY.
  3. QUARRY FLOOR ASSUMED AT RL 126,250 FOR FINE DRAINING PURPOSES.
  4. ASSUMED 15 M SANRAL ROAD RESERVE. THE CONTRACTOR TO SET WRITTEN CONFIRMATION FROM SANRAL ON THE LIMIT OF MAKING TOWARDS THE NEW N7 ROAD RESERVE.
  5. ASSUMED SLOPE OF 1V:1H TO BE APPROVED BY DMR.

**LEGEND:**

- : NGL NATURAL GROUND LEVEL
- ▨ : UPPER BOUNDARY BEDROCK
- : UPPER BOUNDARY OF USABLE ROCK
- : GROUNDWATER LEVEL
- : PROPOSED FREE DRAINING QUARRY FLOOR
- ▨ : USABLE ROCK WITHIN THE DEFINED QUARRY BOUNDARY



NO.	DATE	REVISION

DEPARTMENT OF WATER AND SANITATION  
REPUBLIC OF SOUTH AFRICA

OLIFANTS-DOORN RIVER WATER RESOURCES PROJECT  
**RAISING OF CLANWILLIAM DAM**  
QUARRY DEVELOPMENT  
SECTION 02-02  
SHEET 1 OF 2

DATE: 22/01/15  
BY: [Signature]  
CHECKED: [Signature]  
DATE: 22/01/15

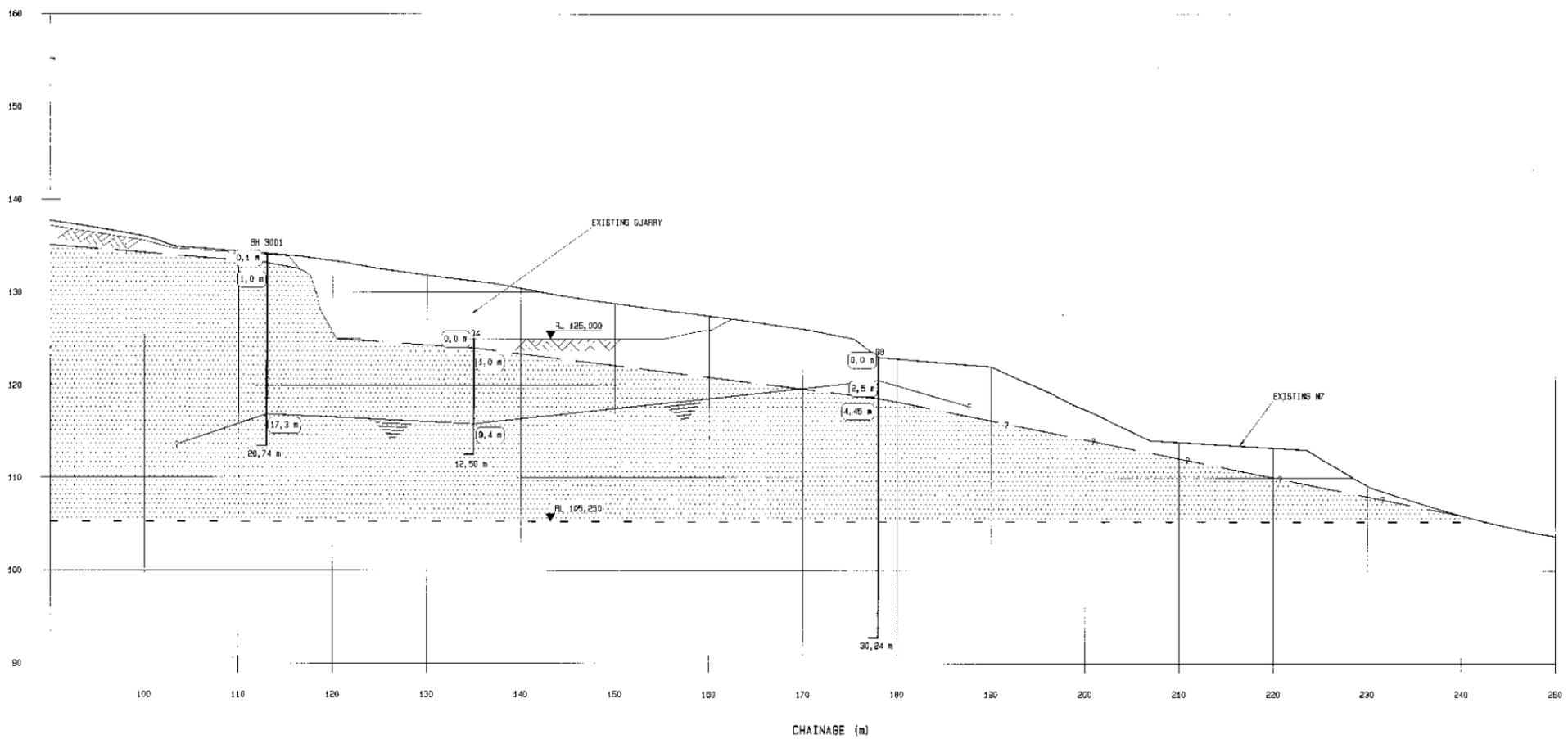
LOCALITY NO: E100-02  
EXTENT: [Signature]  
DATE: 22/01/15

REVISION: DAL GRS SEC - - - - - CWD0512  
DATE: 12-16 168 651/14 00

**SPECIFICATIONS:**

THE QUARRY CONTRACTOR MUST NOTE THAT QUARRY EXCAVATIONS, INCLUDING THE FACES, MUST BE INSPECTED BY THE CLIENT'S ENGINEERING GEOLOGIST. THIS MUST BE COORDINATED SO THAT THE EXCAVATIONS/ROCK FACES ARE INSPECTED WITH EACH 5 M ADVANCE.

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  4. ASSUMED 15 M SANRAL ROAD RESERVE. THE CONTRACTOR TO GET WRITTEN CONFIRMATION FROM SANRAL ON THE LIMIT OF MOVING TOWARDS THE NEW N7 ROAD RESERVE.
  5. ASSUMED SLOPE OF 1:1H TO BE APPROVED BY DMR.

**LEGEND:**

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- ▨ : USABLE ROCK WITHIN THE DEFINED QUARRY BOUNDARY

**SECTION 02-02**  
SHEET 2 OF 2  
SCALE 1:250



NO.	DATE	DESCRIPTION	BY	APP.

DEPARTMENT OF WATER AND SANITATION  
REPUBLIC OF SOUTH AFRICA

DR. J. H. DE VRIES  
CHIEF ENGINEER  
PRIVATE BAG 3112  
PRETORIA 0001

N. DIERCKX  
DATE: 22/01/15

DR. K. MNEZI  
DATE: 22/01/15

DR. J. H. DE VRIES  
DATE: 22/01/15

1/5 LIST OF DRAWINGS CWD0001 168 571/13

OLIFANTS-DOORN RIVER WATER RESOURCES PROJECT

**RAISING OF CLANWILLIAM DAM**  
QUARRY DEVELOPMENT  
SECTION 02-02  
SHEET 2 OF 2

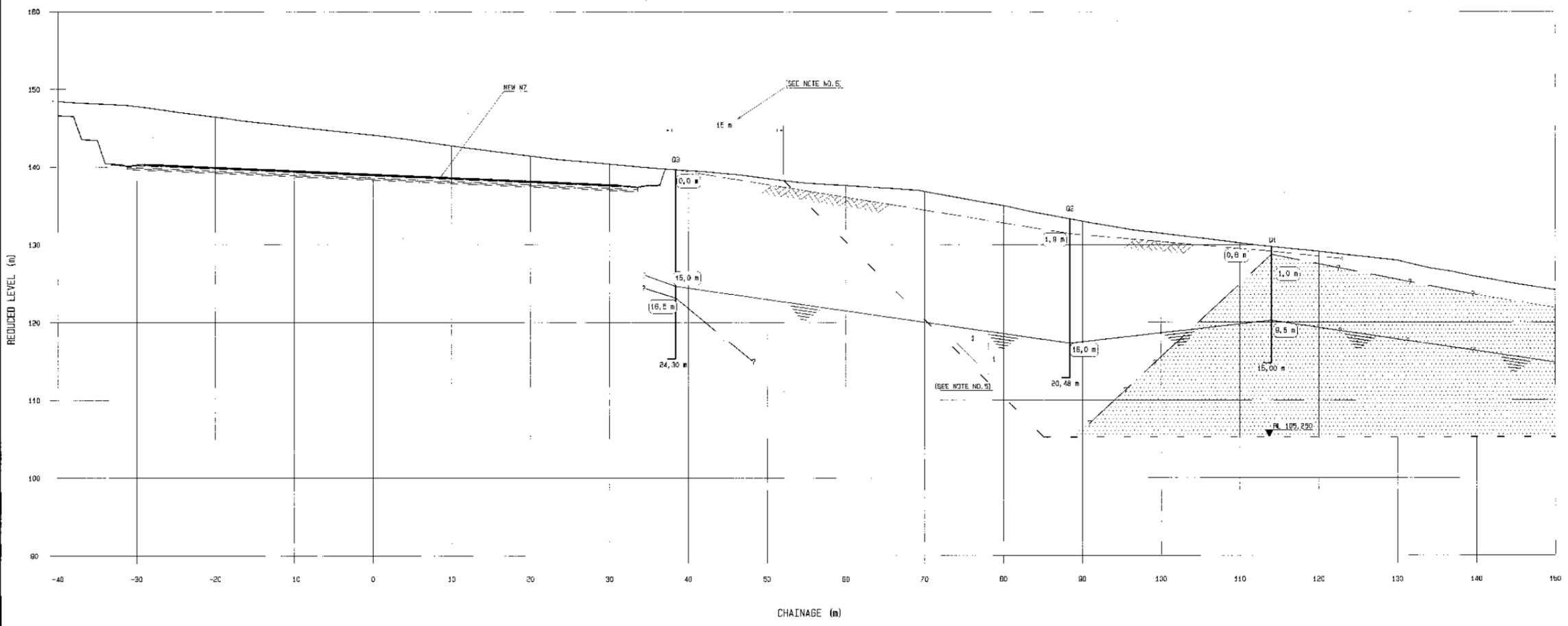
DATE: 20/2/2015

13 OF 18 | 168 652/14 | 00

**SPECIFICATIONS:**

THE QUARRY CONTRACTOR MUST NOTE THAT QUARRY EXCAVATIONS, INCLUDING THE FACES, MUST BE INSPECTED BY THE CLIENT'S ENGINEERING GEOLOGIST. THIS MUST BE COORDINATED SO THAT THE EXCAVATIONS/ROCK FACES ARE INSPECTED WITH EACH 5 M ADVANCE.

THE QUARRY CONTRACTOR MUST IMPLEMENT A SLOPE STABILITY MONITORING SYSTEM FOR APPROVAL BY THE CLIENT.



**SECTION 01-01**

SHEET 1 OF 2  
SCALE 1:250

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- PROPOSED FREE DRAINING QUARRY FLOOR
- ▨ USABLE ROCK WITHIN THE DEFINED QUARRY BOUNDARY



REVISION

NO.	DATE	DESCRIPTION

DEPARTMENT OF WATER AND SANITATION  
REPUBLIC OF SOUTH AFRICA

WATER K. MUISE  
DATE: 22/01/15  
22/01/15

22/01/15

OLIFANTS-DOORN RIVER WATER RESOURCES PROJECT  
**RAISING OF CLANWILLIAM DAM**  
QUARRY DEVELOPMENT  
SECTION 01-01  
SHEET 1 OF 2

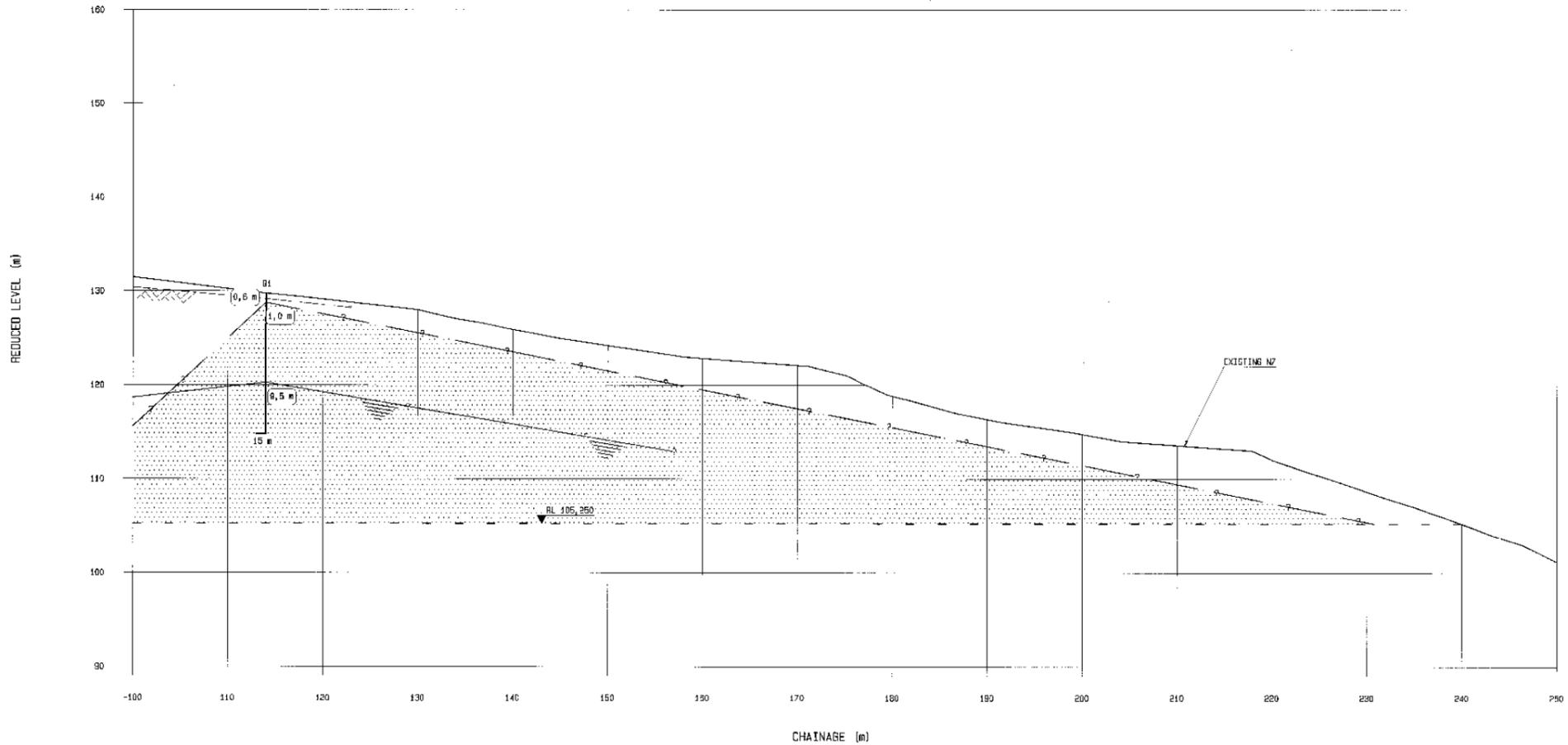
1/5 LIST OF DRAWINGS	CWD0001	188 571/13

PROJ: WESTERN CAPE DISTRICT: CLANWILLIAM  
JOB NO: E100-02  
DATE: 20/07/10-07/10/11/13 [1]  
14-16 168 653/14 00

**SPECIFICATIONS:**

THE QUARRY CONTRACTOR MUST NOTE THAT QUARRY EXCAVATIONS, INCLUDING THE FACES, MUST BE INSPECTED BY THE CLIENT'S ENGINEERING GEOLOGIST. THIS MUST BE COORDINATED SO THAT THE EXCAVATIONS/ROCK FACES ARE INSPECTED WITH EACH 5 M ADVANCE.

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	: UPPER BOUNDARY OF USABLE ROCK
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	: PROPOSED FREE DRAINING QUARRY FLOOR
	: USABLE ROCK WITHIN THE DEFINED QUARRY BOUNDARY

**SECTION 01-01**  
SHEET 2 OF 2  
SCALE 1:250



REVISION	DESCRIPTION	DATE

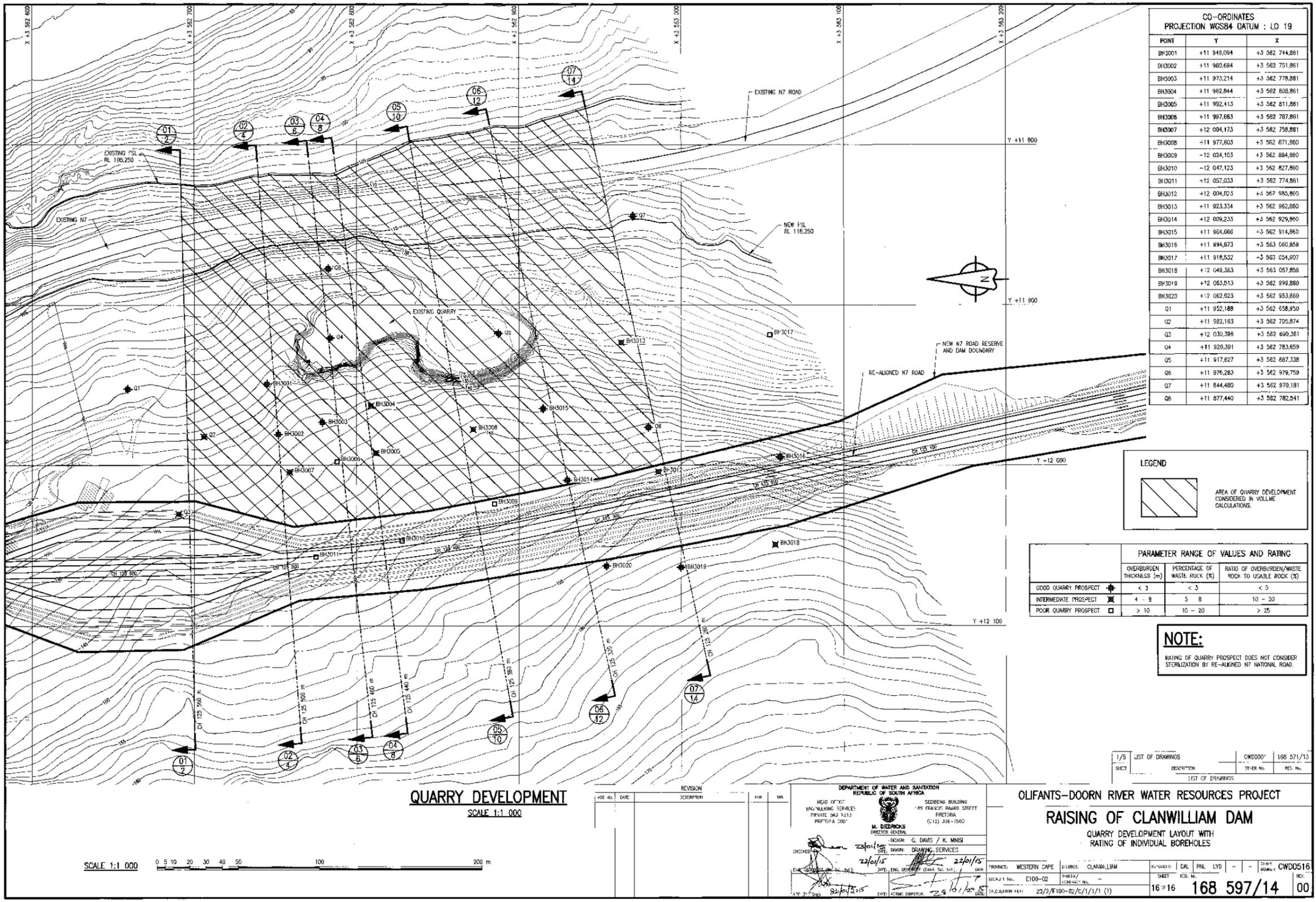
DEPARTMENT OF WATER AND SANITATION  
REPUBLIC OF SOUTH AFRICA

OLIFANTS-DOORN RIVER WATER RESOURCES PROJECT  
**RAISING OF CLANWILLIAM DAM**  
QUARRY DEVELOPMENT  
SECTION 01-01  
SHEET 2 OF 2

1/5 LIST OF DRAWINGS CWD004 168 67/13

DATE: 22/01/15  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]  
DATE: 22/01/15

PROJECT: WESTERN CAPE DISTRICT CLANWILLIAM  
SCALE: 1:250  
SHEET NO.: 15 OF 16  
DRAWING NO.: 168 654/14 00



CO-ORDINATES  
PROJECTION WGS84 DATUM : LO 19

POINT	Y	X
BH3001	+11 849,094	+3 562 744,861
BH3002	+11 980,694	+3 562 751,861
BH3003	+11 973,214	+3 562 778,861
BH3004	+11 962,844	+3 562 808,861
BH3005	+11 992,413	+3 562 811,861
BH3006	+11 987,683	+3 562 787,861
BH3007	+12 004,173	+3 562 758,861
BH3008	+11 977,603	+3 562 871,860
BH3009	-12 024,103	+3 562 884,860
BH3010	-12 047,123	+3 562 827,860
BH3011	+12 057,033	+3 562 774,861
BH3012	+12 004,023	+3 562 985,860
BH3013	+11 923,334	+3 562 962,860
BH3014	+12 009,233	+3 562 929,860
BH3015	+11 964,666	+3 562 914,860
BH3016	+11 894,873	+3 563 060,859
BH3017	+11 918,532	+3 563 034,807
BH3018	+12 048,363	+3 563 057,859
BH3019	+12 063,513	+3 562 999,860
BH3020	+12 062,623	+3 562 953,860
Q1	+11 952,188	+3 562 658,850
Q2	+11 982,183	+3 562 705,874
Q3	+12 030,396	+3 562 690,361
Q4	+11 929,391	+3 562 783,659
Q5	+11 917,627	+3 562 887,338
Q6	+11 976,263	+3 562 979,759
Q7	+11 844,480	+3 562 970,181
Q8	+11 877,440	+3 562 782,541

LEGEND

	AREA OF QUARRY DEVELOPMENT CONSIDERED IN VOLUME CALCULATIONS.
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PARAMETER RANGE OF VALUES AND RATING

	OVERBURDEN THICKNESS (m)	PERCENTAGE OF WASTE ROCK (%)	RATIO OF OVERBURDEN/WASTE ROCK TO USABLE ROCK (%)
GOOD QUARRY PROSPECT	< 3	< 3	< 5
INTERMEDIATE PROSPECT	4 - 9	5 - 8	10 - 20
POOR QUARRY PROSPECT	> 10	10 - 20	> 25

**NOTE:**  
RATING OF QUARRY PROSPECT DOES NOT CONSIDER STERILIZATION BY RE-ALIGNED N7 NATIONAL ROAD.

SCALE 1:1 000

**QUARRY DEVELOPMENT**  
SCALE 1:1 000

NO	DATE	REVISION DESCRIPTION	BY	CHK

DEPARTMENT OF WATER AND SANITATION  
REPUBLIC OF SOUTH AFRICA

SEDEBERG BUILDING  
148 FRANCOIS BAARD STREET  
PRETORIA  
(012) 344-7000

M. DIEDERICKS  
DIRECTOR GENERAL

DESIGN: G. DAVIS / K. MINSI  
SITE, ENG. SERVICES (Cont. No. 547...)  
DRAWING SERVICES

CHECKED BY: 22/01/15  
DATE: 22/01/15

OLIFANTS-DOORN RIVER WATER RESOURCES PROJECT

**RAISING OF CLANWILLIAM DAM**  
QUARRY DEVELOPMENT LAYOUT WITH  
RATING OF INDIVIDUAL BOREHOLES

PROVINCE: WESTERN CAPE | DISTRICT: CLANWILLIAM | MUNICIPALITY: DAL PAAUW | LOCALITY: CLANWILLIAM

PROJECT No.: E100-02 | SHEET No.: 16 OF 16 | DRAWING No.: 168 597/14 | REV. No.: 00