



## **DEPARTMENT OF WATER AND SANITATION**

**DUE AT 11:00 ON**

**CLOSING DATE: 31 JANUARY 2025**

**DWS19 1224 WTE**

**MIDMAR DAM: CONSTRUCTION AND MAINTENANCE OF BUILDINGS. TURNKEY CONTRACTOR (ENGINEER, PROCURE AND CONSTRUCT) FOR THE CONSTRUCTION AND MAINTENANCE OF BUILDINGS AT MIDMAR DAM. CIDB CONTRACTOR GRADING DESIGNATION OF CIDB 4GB OR 4CE OR HIGHER**

**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: 11 December 2024

Time: 10H00

Venue: Department of Water & Sanitation offices  
Operations Eastern Offices  
Midmar Dam

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

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



**SBD 1  
PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF WATER AND SANITATION</b>					
BID NUMBER:	DWS19 1224 WTE	CLOSING DATE:	31 January 2025	CLOSING TIME:	11H00
DESCRIPTION	MIDMAR DAM: CONSTRUCTION AND MAINTENANCE OF BUILDINGS. TURNKEY CONTRACTOR (ENGINEER, PROCURE AND CONSTRUCT) FOR THE CONSTRUCTION AND MAINTENANCE OF BUILDINGS AT MIDMAR DAM. CIDB CONTRACTOR GRADING DESIGNATION OF CIDB 4GB OR 4CE OR HIGHER				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
THE BID BOX AT THE ENTRANCE OF ZWAMADAKA BUILDING					
157 FRANCIS BAARD STREET					
PRETORIA					
0001					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Bid Office		CONTACT PERSON	Mr N Punchum	
TELEPHONE NUMBER	012 336-6562/7780/8241/ 7596		TELEPHONE NUMBER	033 239 1266	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:bidenquirieswte@dws.gov.za">bidenquirieswte@dws.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:PunchumN@dws.gov.za">PunchumN@dws.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]

## QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES	<input type="checkbox"/> NO

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

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

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

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS 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:

.....

**DWS19 1224 WTE**

**MIDMAR DAM: CONSTRUCTION AND MAINTENANCE OF BUILDINGS. TURNKEY CONTRACTOR (ENGINEER, PROCURE AND CONSTRUCT) FOR THE CONSTRUCTION AND MAINTENANCE OF BUILDINGS AT MIDMAR DAM. CIDB CONTRACTOR GRADING DESIGNATION OF CIDB 4GB OR 4CE OR HIGHER**

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<b>Number</b>	<b>Heading</b>
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### **THE TENDER**

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T1.2	Tender data
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#### **Part T2: Returnable documents**

T2.1	List of returnable documents
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T2.2	Returnable schedules
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### **THE CONTRACT**

#### **Part C1: Agreements and Contract data**

C1.1	Form of offer and acceptance
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C1.2	Contract data Part 1 – Data by the <i>Employer</i> Part 2 – Data by the <i>Contractor</i>
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#### **Part C3: Scope of work**

C3	Scope of work
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#### **Part C4: Site Information**

C4	Site Information
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**Department of Water and Sanitation (DWS)**

**DWS19 1224 WTE**

**MIDMAR DAM: CONSTRUCTION AND MAINTENANCE OF BUILDINGS. TURNKEY CONTRACTOR (ENGINEER, PROCURE AND CONSTRUCT) FOR THE CONSTRUCTION AND MAINTENANCE OF BUILDINGS AT MIDMAR DAM. CIDB CONTRACTOR GRADING DESIGNATION OF CIDB 4GB OR 4CE OR HIGHER**

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

The Department of Water and Sanitation (DWS) invites tenders, experienced in Engineer, Procure and Construct (EPC) contract for Midmar dam: Construction and Maintenance of buildings. The duration of the project is 12 months inclusive of design and construction works

**It is estimated that the tenderers must have CIDB contractor grading designations from 4 GB or 4 CE or Higher**

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

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

It is responsibility of the bidder to make sure that all the returnable documents and schedules as indicated in section Part T2 Returnable documents are up to date when submitting the bid.

The tenders will be evaluated for functionality, price and preference. Evaluation for preference and price will be 80/20 Preference Point system where a maximum of eighty (80) points will be awarded for price and twenty (20) points will be awarded for Specific goals.

Queries relating to this tender may be addressed to:

Bidding procedure enquiries:	Technical enquiries:
<a href="mailto:Bidenquirieswte@dws.gov.za">Bidenquirieswte@dws.gov.za</a>	Mr Nirdosh Punchum Telephone: 033 2391266 E-mail: <a href="mailto:punchunmn@dws.gov.za">punchunmn@dws.gov.za</a>

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

A compulsory Clarification Meeting with representatives of the Employer will be held on **11 December 2024** starting at 10h00. The venue will be Midmar Dam Office area.

Closing of BID to be 6 weeks from advert. The closing time for receipt of tenders is **11:00 am** on **31 January 2025**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

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

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

Issued by:

**Director-General**  
**Department of Water and Sanitation**

## **T1.2 TENDER DATA**

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

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

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

## **EVALUATION CRITERIA**

Bids will be evaluated in accordance with the new Preferential Procurement Regulations, 2017, using 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000). The lowest acceptable bid will score 80 points for price and a maximum of 20 points will be awarded for attaining the Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution. Bids received will be evaluated on the four (4) phases namely **Mandatory requirements, Administrative Compliance, Technical Evaluation, Price and Preference Points Claimed**.

### Phase 1: Mandatory requirements

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

Yes - list the relevant documents required on the table below

No	Criteria	Yes	No
1	Attendance of compulsory briefing session (Certificate of Attendance)		
2	Proof of registration with CIDB grading with a grading of 4 GB or 4 CE or higher.		

### Phase 2: Administrative Compliance:

Bidders are required to comply with the following listed below:

No	Criteria	Yes	No
1	Companies must be registered with National Treasury's Central Supplier Database. Provide MAAA number on SBD1		
2	Tax compliance status pin code (to be verified through CSD or SARS)		
3	A valid letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 either from "Federated Employers Mutual Assurance (FEMA) and Compensation Fund "Department of Labour		
4	The bid must be signed by a director of the company or a duly authorised person, and proof of such authority must be submitted with the bid.		
5	A certified copy of B-BBEE Status Level Verification Certificate (failure to submit, the Bidder will forfeit the preferential points to be claimed)		
6	Complete, sign and submit SBD 1, SBD 3.1, SBD 4, SBD 6.1		

### Phase 3: Technical Evaluation

**Important:** These Technical Evaluation Criteria will be used by the Evaluator to score Tenderers. It is only provided to guide Tenderers during preparation of the Tender and should not be completed as part of the Tender submission.

Only tenderers who score a minimum of 70% for technical ability will be evaluated further on the basis of Price and Preference

**Table 1: Technical Evaluation Criteria**

Technical Evaluation Criteria			Points	Tenderer's Score
1.	EVALUATION CRITERIA – TECHNICAL			
1.1	<b>Personnel Capabilities (Form H)</b>		<b>30</b>	
	Qualification and experience of the following key personnel to be indicated by the Tenderer (reference is made to the organogram) and CV's provided.			
1.1.1	<b>Functionality Criteria</b>	<b>Weighting and points</b>		
1.1.1.1	Key Personnel Construction:  Qualifications <ul style="list-style-type: none"> <li>• Projects Implementation Experience</li> <li>• Construction Experience</li> </ul>	<p>Contracts / Construction Project Manager (weight = 20): Must be professionally registered with ECSA (Pr Eng / Pr Tech Eng / Pr Techni / Pr CPM or Pr CM only)</p> <p>Years of relevant experience - calculated post qualification:  5 years and above = 20  ≥ 4 years but &lt; 5 years = 16  ≥ 3 years but &lt; 4 years = 12  ≥ 2 years but &lt; 3 years = 8  ≥ 1 years but &lt; 2 years = 4  No CV or qualification and relevant experience = 0</p>		
		<p>Artisan foreman civil maintenance (weight =5) An appropriate Trade test Certificate in Plumbing, Carpentry and Bricklaying.</p> <p>Years of relevant experience - calculated post qualification:  5 years and above = 5  ≥ 4 years but &lt; 5 years = 4  ≥ 3 years but &lt; 4 years = 3</p>		



		<p>≥ 2 years but &lt; 3 years = 2          ≥ 1 years but &lt; 2 years = 1          No CV or qualification and relevant experience = 0</p>		
1.1.1.2	<p>Key Personnel Engineering:</p> <p>Qualifications Projects Implementation Experience</p> <ul style="list-style-type: none"> <li>Design Experience relevant to the scope of works</li> </ul>	<p>Safety Officer (weight = 5):</p> <ul style="list-style-type: none"> <li>Must be professionally registered with SACPCMP as a Construction Health and Safety Officer</li> <li>Proven experience in a safety role, preferably in construction.</li> <li>Strong knowledge of safety regulations and best practices.</li> <li>Ability to work independently and as part of a team</li> </ul> <p>Years of relevant experience - calculated post qualification:          5 years and above = 5          ≥ 4 years but &lt; 5 years = 4          ≥ 3 years but &lt; 4 years = 3          ≥ 2 years but &lt; 3 years = 2          ≥ 1 years but &lt; 2 years = 1          No CV or qualification and relevant experience = 0</p>		
	<p><b>Note:</b> All personnel to be in employ of the bidding enterprise or letter of intent for personnel outside the employ of the bidding enterprise to be included with CV. Bidding with multiple enterprises will not be allowed. One resource can be used for different roles. The Department reserve the right to assess the functionality ongoing to ensure compliance. The Department must be apprised immediately if there is any change to the personnel identified in the tender document. Failure to comply with this requirement shall lead to contract termination. Any replacement must have equal or higher experience.</p>			
<b>1.2</b>	<b>Equipment Capabilities (Form I)</b>		<b>10</b>	
1.2.1	Capability to meet the construction equipment and facilities requirements for a project of this size and nature. (weight = 10)			
1.2.2	<p>Minimum equipment required (owned or to be hired refer to <b>Form I</b> under returnable documents)</p> <ul style="list-style-type: none"> <li>1 x TLB</li> <li>1 x Water trucks</li> <li>2 x Surface Plate Vibrator</li> <li>2 x Concrete mixer</li> <li>2 x Vibratory Rammer</li> <li>1 x Tipper truck</li> <li>1 x Service truck</li> </ul>			

	<ul style="list-style-type: none"><li>1 x Supported Scaffolding</li></ul> Total out of ___/11available			
1.2.3	100% and above of Equipment on the list ≥ 80% of Equipment on the list but < 100% ≥ 70% of Equipment on the list but < 80% ≥ 60 % of Equipment on the list but < 70% ≤ 60% and below of Equipment on the list	(10) (8) (6) (4) (2)		
1.3	Experience of Tenderer (Form J)		30	
1.3.1	Tenderers Relevant Experience:	List number of completed projects.		
1.3.1.1	<p>Construction and Previous Similar Projects</p> <p><i>The evaluation will consider the nature of the reference projects, scope of services provided, and Employer/ Client completion certificate.</i></p> <p><i>Appointment letters, Final Completion Certificates / Reference Letters to be provided with contact details of references. Projects completed older than 15 years will not be considered as proof of experience.</i></p> <p><i>NOTE: a bidder may tender as a Joint Venture/ Consortium or Single Entity. If it's a Single Entity bidder must provide evidence for engineering and construction experience as illustrated within the table on the right</i></p>	<p>CONSTRUCTION EXPERIENCE (Contractor experience if part of the JV/ Consortium) (weight = 15):</p> <p>Appointment Letters and Final Completion Certificates / Reference letters for 5 projects and above = 30</p> <p>Appointment Letters and Final Completion Certificates / Reference letters for 4 projects = 25</p> <p>Appointment Letters and Final Completion Certificates / Reference letters for 3 projects = 20</p> <p>Appointment Letters and Final Completion Certificates / Reference letters for 2 projects = 15</p> <p>Appointment Letters and Final Completion Certificates / Reference letters for 1 project = 10</p> <p>Appointment Letters and Final Completion Certificates / Reference letters for 0 projects = 0</p>		
1.4	Technical proposal		30	
1.4.1	Points will be awarded for the Contractor's Technical proposal (Form K)			
	Proposed Approach and Methodology must include the following:	The scoring for the Proposed Approach and Methodology is as follows: Weighting = 30		

	<p>Covering the whole project Lifecycle and meet all the technical and legal requirements (level of detail as per ECSA and FIDPM requirements as well as DWS standards and policies):</p> <ul style="list-style-type: none"> <li>• Project Approach</li> <li>• Relevant specialist's studies</li> <li>• Preliminary design</li> <li>• Detailed Design Development</li> <li>• Design documentation</li> <li>• Establishment (office and equipment)</li> <li>• Contract administration and execution of works</li> <li>• Performance indicators reporting</li> <li>• Management of quality</li> <li>• Management of time, (Programme of Works)</li> <li>• Management of budget (Cash Flow)</li> <li>• Construction regulations to OHS act</li> <li>• Environmental management and compliance</li> <li>• Subcontractor development and training</li> <li>• Handover</li> <li>• Close-out</li> </ul>	<p>Points will be allocated as follows:</p> <p>Detailed technical approach and methodology that is aligned to the scope of work and covers all 15 elements = 30</p> <p>Detailed technical approach and methodology that is aligned to the scope of work and covers 11 to 15 elements = 24</p> <p>Detailed technical approach and methodology that is aligned to the scope of work and covers 7 to 10 elements = 18</p> <p>Detailed technical approach and methodology that is aligned to the scope of work and covers 4 to 6 elements = 12</p> <p>Detailed technical approach and methodology that is aligned to the scope of work and covers 1 to 3 elements = 6</p> <p>No submission or irrelevant information provided = 0</p>		
	<b>TOTAL SCORE</b>		<b>100</b>	

#### Phase 4: Evaluation of Price and Preference Points Claimed:

During this phase, bids that passed the phase three will be further evaluated based on the 80/20 preference points system in accordance with the PPPFA Act, where 80 points will be attained in respect of price and the maximum of 20 points will be awarded to a tenderer for the specific goals as follows:

- Who are women= 5 points
- Who has a disability= 5 points
- Who is a youth= 5 points
- Location enterprise (local equals province)= 2 points
- B-BBEE status level contributors from level 1 to 2 which are QSE or EME= 3 points

The definition and measurement of the goals above will be as follows:

- **Women, disability and youth**

This will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets this criterion

- **Location of the enterprise**

Local equals province. Where a project cuts across more than one province, the bidder may be located in any of the relevant provinces to obtain the points

- **B-BBEE status level contributors from level 1 to 2 which are QSE or EME**

Measured in terms of B-BBEE requirements

Documents requirements for verification of Points allocation:

Failure on the part of a tenderer to submit proof of documentation required in terms of this tender to claim for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

Procurement Requirement	Required Proof Documents
Women	Full CSD Report
Disability	Full CSD Report
Youth	Full CSD Report
Location	Full CSD Report
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	Valid certificate/ sworn affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report

<b>Clause number</b>	<b>Tender Data</b>
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C.1.1	The employer is the Department of Water and Sanitation
C.1.2	The tender documents issued by the employer comprise the documents listed on the contents page
C.1.4	<p>The employer's agent is:</p> <p>Name: Department of Water and Sanitation – Operations Eastern</p> <p>Name: Mr Nirdosh Punchum</p> <p>Telephone: 033 2391266</p> <p>e-mail address: <a href="mailto:punchumn@dws.gov.za">punchumn@dws.gov.za</a></p>
C.1.4	The language for communications is English
C.2.1	<p>Only those tenderers who are registered (as “Active”) with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 4GB &amp; 4CE &amp; higher class of construction work, or higher, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <p>(a) Every member of the joint venture is registered (as “Active”) with the CIDB.</p> <p>(b) The lead partner has a contractor grading designation in the 4GB and Higher class of construction work and has a grading designation of not lower than one level below the required grading designation.</p> <p>(c) The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (2013) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4GB and higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</p> <p>The contractor shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the Standard for Developing Skills through Infrastructure Contracts (published in GN 43495 of 3 July 2020).</p>

C.2.7	<p><b>Compulsory Briefing Session and Site Inspection:</b></p> <p>Venue: Department of Water &amp; Sanitation offices Operations Eastern Offices Midmar Dam</p> <p>Date: <b>11 December 2024</b> Time: 10H00</p> <p>Note: Bidders should confirm number of attendees at least 2 full working days in advance to:</p> <p>Name: Mr Nirdosh Punchum Telephone: 033 2391266 e-mail address: <a href="mailto:punchumn@dws.gov.za">punchumn@dws.gov.za</a> and <a href="mailto:bidenquirieswte@dws.gov.za">bidenquirieswte@dws.gov.za</a>.</p> <p>Following an initial briefing to be held at <b>DWS offices</b>, the proceedings will move to the sites located at / near the dam. Prospective bidders shall be present for the full duration of the tender briefing and site inspection at the dam. The doors of the venue will be closed at 10:00 and no late arrivals will be permitted access. Bidders are accordingly advised to arrive early.</p> <p>All prospective Tenderers will be expected to provide their own transport to the site.</p> <p>The certificate of attendance (Returnable Form A) must be signed by the Employer's representative at both locations.</p>
C.2.12	No alternative tender offers will be considered
C.2.13. 5	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p><b>Location of tender box:</b> Security Guard house, DWS security</p> <p><b>Physical address:</b> Department of Water and Sanitation R103 Prospect Road Midmar Dam`</p>
C.2.15	Tenderers should ensure that the employer receives the bid offer at the address specified in the bid data not later than the closing time stated in the bid data.
C.2.13. 5	Tender documents shall be submitted Sealed, the original and each copy of the tender document as separate packages marking the packages as "ORIGINAL" and "COPY".

C.2.13.	<p>The tenderer is required to meet the following conditions in addition to the requirement for eligibility criteria as mentioned in Clause C.2.1.:</p> <p>(a) All declaration pages fully completed signed and submitted.</p> <p>(b) The tender documents completed in all respect, signed off by the authorised person of the tenderer wherever spaces are provided in permanent ink.</p> <p>(c) None of the documents have correction fluid on them. Any wrong entry, in case of correcting, stroked out by a single stroke and initialled by the Authorised signatory</p> <p>(d) The tender documents issued by DWS are not tampered with and the content remains unchanged.</p> <p>(e) Tenderers (including each member of joint venture or consortium or partnership agreement) must submit proof of registration with the National Treasury's Central Supplier Database (CSD). The CSD registration report must indicate but not limited to: Supplier Identification, Supplier Contact Information, Supplier Address, Supplier Bank Account, Tax Information and Company Directors).</p> <p>(f) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</p> <p>(g) The tenderer has not:</p> <ul style="list-style-type: none"> <li>• Abused the Employer's Supply Chain Management System; or</li> <li>• Failed to perform on any previous contract and has been given a written notice to this effect;</li> </ul> <p>(h) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;</p> <p>(i) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>(j) The employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p>
C.13.7	Seal the original tender document and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
C.2.13. 9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
C.3.4.1	Tenders will be opened immediately in the presence of tenderers who choose to attend at the time and place stated in the tender data.
C.2.16	The tender offer validity period is 90 days exclusive of closing date.
C.3.1.1	The employer will respond to requests for clarification received up to 5 working days before the tender closing time.
C.3.2	The employer shall issue addenda until 3 working days before tender closing time.
C.1.5	The employer reserve the right to cancel the tender
5.4	The time and location for opening of the Tender offers are as detailed in the Tender notice and invitation to tender (ref: T1.1) or in any addendum thereafter if applicable.

5.11.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.
C.3.11	<p>The procedure for the evaluation of responsive tenders is two <b>methods of preference point system</b>. One method will apply to scope of work that is less than R50,000,000 and the other method will apply to scope of work that is more than R50,000,000.</p> <p>The <b>80/20</b> preference points system will be used where the financial value (incl. VAT) of one or more responsive tender offers has a value that equals or is less than R 50,000,000.</p> <p>The <b>90/10</b> preference points system will be used where the financial value (incl. VAT) of all responsive tenders received have a value in excess of R50, 000,000.</p>
C.3.13	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government ( see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> ) unless it is a foreign supplier with no local registered entity</li> <li>b) the tenderer is in good standing with SARS according to the Central Supplier Database;</li> <li>c) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>d) the tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect; and</li> </ul> </li> <li>e) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</li> </ul>

### STANDARD CONDITIONS OF TENDER

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



**T2      RETURNABLE DOCUMENTS**

**T2.1    LIST OF RETURNABLE DOCUMENTS**

**T2.2    RETURNABLE DOCUMENTS**

## **T2.1 LIST OF RETURNABLE DOCUMENTS**

### **FORMS REQUIRED FOR TENDER EVALUATION**

A	CERTIFICATE OF ATTENDANCE .....	T2.4
B	INDEMNITY FORM.....	T2.5
C	CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB .....	T2.6
D	CERTIFICATE OF GOOD STANDING WITH WORKMAN COMPENSATION COMMISSIONER (COIDA).....	T2.7
E		
F	CERTIFICATE OF AUTHORITY .....	T2.9
G	B-BBEE STATUS.....	T2.10
H	KEY PERSONNEL .....	T2.11
I	SCHEDULE OF PLANT AND EQUIPMENT .....	T2.12
J	EXPERIENCE OF TENDERER.....	T2.13
K	TECHNICAL PROPOSAL .....	T2.14
L	STATUS OF CONCERN SUBMITTING THE TENDER .....	T2.15
M	TAX COMPLIANT WITH SARS .....	T2.16
N	CERTIFICATE OF NON-COLLUSIVE TENDER.....	T2.17
O	BRIBERY AND CORRUPTION DECLARATION.....	T2.18
P	RECORD OF ADDENDA TO TENDER DOCUMENTS .....	T2.19
Q	FORM OF INTENT TO PROVIDE A PERFORMANCE SECURITY .....	T2.20
R	CERTIFICATE OF AUTHORITY FOR JOINT VENTURE.....	T2.21

### **SBD FORMS**

SBD 1	INVITATION TO BID .....	T2.22
SBD 3.1	PRICING SCHEDULE – FIRM PRICES.....	T2.23
SBD 4	DECLARATION OF INTEREST.....	T2.23
SBD 6.1	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 .....	T2.24

### **SOCIO ECONOMIC AND LOCAL ECONOMIC PARTICIPATION REQUIREMENTS**

R1	SCHEDULE OF LABOUR CONTENT .....	T2.26
R2	PROPOSED MONTHLY LABOUR SUMMARY .....	T2.27
R3	CONTRACT SKILLS DEVELOPMENT GOAL (CSDG).....	T2.28

### **DWS FORM**

DWS VENDOR MASTER.....	T2.29
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**MANAGEMENT POLICIES..... T2.30**  
**QUALITY MANAGEMENT SYSTEM**  
**ENVIRONMENTAL MANAGEMENT SYSTEM**  
**OCCUPATIONAL HEALTH AND SAFETY**

**Note: Wherever the words “plant” and “constructional plant” are used they shall have the same meaning as “Contractor’s Equipment” as defined in the Conditions of Contract.**

**T2.2 RETURNABLE DOCUMENTS****GENERAL**

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

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

**A CERTIFICATE OF ATTENDANCE AT TENDER BRIEFING AND SITE INSPECTION****DWS19 1224 WTE**

**MIDMAR DAM: CONSTRUCTION AND MAINTENANCE OF BUILDINGS. TURNKEY CONTRACTOR (ENGINEER, PROCURE AND CONSTRUCT) FOR THE CONSTRUCTION AND MAINTENANCE OF BUILDINGS AT MIDMAR DAM. CIDB CONTRACTOR GRADING DESIGNATION OF CIDB 4GB OR 4CE OR HIGHER**

This is to certify that *(tenderer's Company Name)*

.....  
of *(address)*

.....  
was represented by the person named below at the compulsory tender site inspection at the **Midmar Dam Operations Eastern offices** at 10h00 on 11 December 2024.

I acknowledge that the purpose of the meeting was to acquaint myself with the site conditions, scope of works, available site facilities in order for me to take account of everything necessary to compile a responsive bid, prepare methods a tender programme and to price realistic rates in the tender.

**Particulars of person attending Tender Briefing:**

Name: ..... Signature:.....

Capacity: .....

**Particulars of person attending Site Inspection:**

Name: ..... Signature:.....

Capacity: .....

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

Name: ..... Signature: .....

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

**B INDEMNITY FORM FOR SITE INSPECTION MEETING****DWS19 1224 WTE**

**MIDMAR DAM: CONSTRUCTION AND MAINTENANCE OF BUILDINGS. TURNKEY CONTRACTOR (ENGINEER, PROCURE AND CONSTRUCT) FOR THE CONSTRUCTION AND MAINTENANCE OF BUILDINGS AT MIDMAR DAM. CIDB CONTRACTOR GRADING DESIGNATION OF CIDB 4GB OR 4CE OR HIGHER**

**INDEMNITY FORM - INDIVIDUAL****TO WHOM IT MAY CONCERN**

The following persons will attend the compulsory site inspection to tender for Contract No. DWS19 1224WTE Midmar Dam: Construction and Maintenance of Buildings Turnkey contractor (engineer, procure and construct) for the Construction And Maintenance Of Buildings At Midmar dam

(Name) ..... (ID)..... (Signature) .....

(Name) ..... (ID)..... (Signature) .....

(Name) ..... (ID)..... (Signature) .....

(Name) ..... (ID)..... (Signature) .....

They will act as representatives of the Tenderer,

.....  
(Name of Tenderer)

Of .....  
(Address of Tenderer)

(hereinafter called "the Tenderer"). The Tenderer hereby indemnifies the Employer and its personnel, contractors and agents from and against all liability in respect of their entering into and being conveyed by any vehicle airborne or otherwise and entering upon any premises or lands and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs, and expenses however caused, which, but for the Employer's permission for the Tenderer to exercise the right to enter and be conveyed by any vehicle or otherwise or enter such premises or lands, would not have arisen and whether or not caused by the negligence of the Employer.

Signed on this .....day of .....20.....

At .....  
(Place)

**C CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB**

Attached hereto is my / our Contractor's Certificate of Registration with CIDB. My failure to submit the certificate with my / our tender document will lead to the conclusion that I am / we are not registered with the CIDB and therefore not eligible to tender.

**D CERTIFICATE OF GOOD STANDING WITH WORKMAN COMPENSATION COMMISSIONER  
(COIDA)**

Tenderer to attach Certificate of Good Standing with Workman's Compensation Commissioner. A valid letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 either from "Federated Employers Mutual Assurance (FEMA) and Compensation Fund "Department of Labour". Validity of certificate will be verified online.



**F CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Signatories for Companies, Partnerships or Close Corporations must establish their authority thereto by attaching a copy of the relevant resolution of their Board of Directors, Members or Partners duly signed and dated. An example is shown below for a Company:

"By resolution of the Board of Directors at a meeting on..... 20.... at .....  
 Mr/Ms.....  
 whose signature appears below, has been duly authorised to sign all documents in connection with this Tender for **Contract No DWS19 1224WTE** and any contract which may arise there from, on behalf of (*company, block capitals*) .....

**SIGNATURE OF RESPONSIBLE PERSON OF COMPANY:** .....

**IN HIS CAPACITY AS:** .....

**DATE:** .....

**SIGNATURE OF SIGNATORY AUTHORISED TO  
 SIGN ON BEHALF OF COMPANY:** .....

**WITNESSES:** . .....

***(NOTE: This is a typical example of an authority for signature. Signatures of both Responsible Person and authorised Signatory are required on the certificate provided by the Tenderer)***

**G Broad Based Black Economic Empowerment Status**

Tenderer to attach Certified BEE Certificate or a sworn affidavit stating the BBBEE status in case of Exempted Micro Enterprise and Qualifying Small Enterprise.

**H. KEY PERSONNEL**

**This Schedule shall form part of the Technical Evaluation**

**H1. KEY PERSONNEL - MANAGEMENT**

The Tenderer must insert in the spaces provided below a list of the key personnel to be employed in the management of the construction of the Works, together with a resume of their experience with particular reference to the construction of similar Works.

The Tenderer shall attach the curriculum vitae of the listed key management personnel to the page included below for this purpose.

DESIGNATION	NAME	RELEVANT PROJECT EXPERIENCE
CONTRACTS / CONSTRUCTION PROJECT MANAGER		
ARTISAN FOREMAN		
SAFETY OFFICER		

***Attach additional pages if more space is required***

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

**H2:. Experience of key personnel**

The experience of assigned staff member in relation to the scope of work will be evaluated from three different points of view:

General experience (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.

- 1) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc. which is directly linked to the scope of work.
- 2) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project

A CV of the Lead project manager/Engineer, contract manager, construction manager design Civil / Structural Engineer /specialists, Architect, and Quantity Surveyor of not more than 3 pages each should be attached to this schedule:

Each CV should be structured under the following headings:

- 1) Personal particulars
  - a. name

- b. date and place of birth
  - c. place (s) of tertiary education and dates associated therewith
  - d. professional awards
- 2) Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
  - 3) Skills
  - 4) Name of current employer and position in enterprise
  - 5) Overview of postgraduate / diploma experience (year, organization and position)
  - 6) Outline of recent assignments / experience that has a bearing on the scope of work
  - 7) References

**DECLARATION**

I confirm that the above information contained in the CV is an accurate description of my experience and qualifications and that, at the time of signature, I am available and will to serve in the position indicated for me in this Project.

---

Signature of Staff Member

---

Date

Or authorized by \_\_\_\_\_ (person authorized to sign the tender)

**I. SCHEDULE OF PLANT AND EQUIPMENT****This Schedule shall form part of the Technical Evaluation**

The following are lists of major construction equipment that I / we presently own or will acquire for this contract if my / our tender is accepted.

**(a) Details of major construction equipment owned by me / us:**

DESCRIPTION ( <i>type, size and capacity</i> )	QUANTITY	YEAR OF MANUFACTURE

*Attach additional pages if more space is required*

**(b) Details of major construction equipment that will be acquired: Bidders to attach hiring preapproval letter/agreement from supplier**

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

*Attach additional pages if more space is required*

SIGNATURE: .....DATE: .....

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

**J EXPERIENCE OF TENDERER - APPLICABLE EXPERIENCE (DESIGN AND CONSTRUCTION)****J2- CONSTRUCTION EXPERIENCE - This Schedule shall form part of the Technical Evaluation**

EMPLOYER, CONTACT PERSON AND TELEPHONE NUMBER	CONTRACTOR: CONTACT PERSON & TEL. NO.	DESCRIPTION OF PROJECT	VALUE OF WORK INCLUSIVE OF VAT (R MILLION)	CONTRACT PERIOD (MONTHS)	DATE COMPLETED/ DATE OF EXPECTED COMPLETION*

Attach additional pages if more space is required. Appointment letters and Final Completion Certificates not older than 15 years per project must be attached with contact details of references.

Signed.....Date .....

Name.....Position.....

Tenderer.....

**K. TECHNICAL PROPOSAL**

The tenderer is required to submit a technical proposal which covers the following.

**Approach and methodology**

The approach paper must respond to the scope of work and outline the proposed approach / methodology relating to:

- Project Approach
- Relevant specialist's studies
- Preliminary design
- Detailed Design Development
- Design documentation
- Establishment (office and equipment)
- Contract administration and execution of works
- Performance indicators reporting
- Management of quality
- Management of time, (Programme of Works)
- Management of budget (Cash Flow)
- Construction regulations to OHS act
- Environmental management and compliance
- Subcontractor development and training
- Handover
- Close-out

The approach and methodology should articulate what value add the tenderer will provide in achieving the stated objectives for the project.

The tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach.

The tenderer must attach its approach paper to this page. The approach paper should not be longer than 16 pages.

**L STATUS OF ORGANISATION SUBMITTING TENDER****1. General**

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner or a joint venture:

(Mark the appropriate option below)

Public Company

Private Company

Closed Corporation

Partnership

Sole Proprietary

Joint Venture

Co-operative


**2. Information to be Provided**

If the Tendering Entity is a:		Documentation to be submitted with the tender
1	<u>Closed Corporation</u> , incorporated under the Close Corporation Act, 1984, Act 69 of 1984	CIPRO CK1 or CK2 (Copies of the founding statement) and list of members
2	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (including Companies incorporated under Art 53 (b))	Copies of: a) CIPRO CM 1 -Certificate of Incorporation b) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers c) Shareholders Certificates of all Members of the Company.
3	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, shares are held by another Closed Corporation or company with, or without, share capital.	Copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies
4	<u>Public Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (including Companies incorporated under Art 21).	A signed statement of the Company's Secretary confirming that the Company is a public Company.  Copy of CM 29
5	Sole Proprietary or a Partnership	Copy of the Identity Document of: a) such Sole Proprietary, or b) Each of the Partners in the Partnership Certified



	copy of the Partnership agreement
--	-----------------------------------

If the Tendering Entity is a:		Documentation to be submitted with the tender
6	Co-operative	CIPRO CR2 -Copies of Company registration document. (The percentage of work to be done by each partner must clearly be indicated on Form RDB1 (or RDB2 as applicable) of the tender document: MBD6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2011)
7	7 Joint Venture	All the documents (as described above) as applicable to each partner in the JV as well as a certified copy of the Joint Venture agreement. (The percentage of work to be done by each partner of the joint venture must clearly be indicated in the Joint Venture Agreement)

**Note:**

- 1.) If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court, wherein trustees have been duly appointed and authorised, must be provided.
- 2.) Include a copy of the Certificate of Change of Name (CM9) if applicable.

**3. Registered For VAT Purposes In Terms Of The Value-Added Tax Act, (Act Nr. 89 of 1991)**

(Make an X in the appropriate space below)

Yes

No


VAT REGISTRATION NO: .....

**M. TAX COMPLIANT WITH SARS**

Attach a copy of Tax Compliance status PIN. (Tax complaint to be verified through CSD and SARS).

**N. CERTIFICATE OF NON-COLLUSIVE TENDER****DECLARATION IN RESPECT OF AN ENTERPRISE SUBMITTING A TENDER**

I/We certify that this is a bona fide tender.

I/We also certify that I/we have not done and I/we undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract.

- (a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any person or instance outside this enterprise;
- (b) communicate to a person or instance other than the instance calling for these tenders the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain the insurance-premium quotations required for preparation of the tender;
- (c) cause or induce any other person or instance to communicate to me/us the amount or approximate amount of any rival tender for this contract;
- (d) enter into any agreement or arrangement with any other person or instance to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any other person or instance to enter into any such agreement or arrangement;
- (e) offer or pay or give or agree to pay or to give any sum of money or valuable consideration directly or indirectly to any person or instance for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not.

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

**Note: An enterprise includes single concerns as well as Joint Ventures or Consortiums**

**O. BRIBERY AND CORRUPTION DECLARATION**

The Employer upholds a zero tolerance on bribery and corruption and maintains the highest standard of business ethics and corporate governance in the conduct of all facets of its business. In its business relationships and interactions with suppliers, service providers and business partners, it is a prerequisite that such entities demonstrate a commitment to similar ethical and business standards. In instances where a supplier, service provider or business partner fails to comply with acceptable standards in this regard, the Employer reserves the right to terminate any existing contractual relationship with such party, and to seek recourse for any damages, financial or otherwise, that may result from the termination of such a contractual relationship.

1. The Tenderer is required to provide the following information applicable in the last 5 (five) years in relation to each of its members and/or partners which shall include the directors, employees or agents of each member and/or partner where the conduct of such person rendered the tenderer directly and vicariously responsible ("members") whether individually or as part of any other entity:

		YES	NO
1.1	Have any of its members been charged with any act of bribery and/or corruption?		
1.2	Have any of its members been convicted of any act of bribery and/or corruption?		
1.3	Have any of its members been implicated in or alleged to have been involved in any corrupt practices, collusion, bribery or related practices?		
1.4	Is there any reason to believe that a charge will be laid against a member arising from an act of bribery and/or corruption?		

2. Should any of the above questions be answered in the affirmative, full details must be furnished:

2.1	the date of the charge and the nature thereof:
2.2	the current status of the charge:
2.3	the date of conviction (if any):
2.4	the court in which the charges are being/where prosecuted:
2.5	the details of the members convicted, the facts giving rise thereto, the charges preferred against the member and the details of any judgement by the relevant court:
2.6	full details of any contract which was or is alleged to have been affected by the act of bribery and/or corruption:
2.7	any sentence imposed on the member:
2.8	full and precise details of any members implicated in any corrupt practice, collusion, bribery or related practices:

2.9	if it is believed that a member will be charged, full details of the offence and the facts giving rise to it are required:
-----	--

Thus done and signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_

SIGNATURE: .....DATE: .....

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

**P. RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications amending the tender documents that we received from the Employer or his representative before the closing date for submission of this tender offer, have been taken into account in this tender offer.

ADDENDUM NO	DATE	TITLE OR DETAILS

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

DATE: .....

**Q FORM OF INTENT TO PROVIDE A PERFORMANCE SECURITY**

1 With reference to the tender of .....

(hereinafter referred to as the “TENDERER” for CONTRACT NO. DWS19 1224WTE: MIDMAR DAM: CONSTRUCTION AND MAINTENANCE OF BUILDINGS TURNKEY CONTRACTOR (ENGINEER, PROCURE AND CONSTRUCT) FOR THE CONSTRUCTION AND MAINTENANCE OF BUILDINGS AT MIDMAR DAM (hereinafter referred to as the “CONTRACT” for the DEPARTMENT OF WATER AND SANITATION (DWS) (hereinafter referred to as the “EMPLOYER” for the tender dated .....for an amount equivalent to 10% of the total Tender Amount.

2 I/We ..... in my/our capacity as and hereby ..... representing

.....  
(hereinafter referred to as the “INSURER” advise that the “INSURER” undertakes to provide a **Performance Security** to the **EMPLOYER** to the Employer’s format included in **Part C1.4** of this document within five (5) working days of the written acceptance of the contractor’s tender offer.

Thus done and signed at ..... on ..... 20 ....

.....  
Name of signatory

.....  
Capacity of authorised signatory

.....  
As witness

.....  
for and on behalf of the **insurer**  
who by signature hereof warrants  
authorisation hereto

**R. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This Returnable Document is to be completed by joint ventures.

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 and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
..... Lead Partner	..... ..... .....	..... Signature
..... CIDB registration number:	..... ..... ..... ..... .....	..... Name ..... Designation
..... Partner	..... ..... .....	..... Signature
..... CIDB registration number:	..... ..... ..... ..... .....	..... Name ..... Designation
..... Partner	..... ..... .....	..... Signature
..... CIDB registration number:	..... ..... ..... ..... .....	..... Name ..... Designation



## SBD 3.1

### PRICING SCHEDULE – FIRM PRICES (PURCHASES)

**MIDMAR DAM: CONSTRUCTION AND MAINTENANCE OF BUILDINGS TURNKEY CONTRACTOR (ENGINEER, PROCURE AND CONSTRUCT) FOR THE CONSTRUCTION AND MAINTENANCE OF BUILDINGS AT MIDMAR DAM**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

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

Name of bidder.....	Bid number..... <b>DWS19 1224 WTE</b>
Closing Time <b>11:00</b>	Closing date..... <b>31 January 2024</b>

OFFER TO BE VALID FOR **90** DAYS FROM THE CLOSING DATE OF BID.

#### SCHEDULE A: PRELIMINARIES

SECTION	DESCRIPTION	AMOUNT
A1	Time related	R
A2	Fixed	R
A3	Provisional Sum	R 307 960.00
	<b>TOTAL CARRIED FORWARD TO TENDER SUMMARY</b>	<b>R</b>

#### SCHEDULE B: ENGINEERING AND DESIGN WORKS

SECTION	DESCRIPTION	AMOUNT
B1	Conduct assessments (expropriation, identification of services, surveys, analysis of site and tests and site investigations required for design)	R
B2	Prepare initial concept design and relevant documentation. establish any further surveys, tests and/or investigations.	R
B3	Prepare detailed designs and drawings (where required)	R
B4	Prepare Design Documentation (Tender documentation, working drawings and method statements)	R
	<b>TOTAL CARRIED FORWARD TO TENDER SUMMARY</b>	<b>R</b>

**SCHEDULE C: CONSTRUCTION WORKS AND CLOSE OUT**

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
C1	Construction of access control room at Entrance	
C2	Construction of smoking area / facility	
C3	Maintenance of houses 1-7 near houses	
C4	Maintenance of houses 11, 12 and 14	
C5	Demolition of compound and two prefabricated houses	
	<b>TOTAL CARRIED FORWARD TO TENDER SUMMARY</b>	<b>R</b>

**DWS19 1224 WTE****MIDMAR DAM: CONSTRUCTION AND MAINTENANCE OF BUILDINGS TURNKEY CONTRACTOR (ENGINEER, PROCURE AND CONSTRUCT) FOR THE CONSTRUCTION AND MAINTENANCE OF BUILDINGS AT MIDMAR DAM****TENDER SUMMARY**

DESCRIPTION	AMOUNT
Totals of Bill of Quantities brought forward:	
Schedule A: Preliminaries	R
Schedule B: Engineering and Design Works	R
Schedule C: Construction and close out	R
<b>SUBTOTAL 1</b>	R
<b>Add:</b> Skills Development (Minimum Contract Skills Development Goal (CSDG) sum = <b>0.5%</b> x SUBTOTAL 1)	R
<b>SUBTOTAL 2</b>	R
<b>Add:</b> Contingencies (10% of SUBTOTAL 2)	R
<b>SUBTOTAL 2</b>	R
<b>Add:</b> VAT (15% of SUBTOTAL 2)	R
<b>TOTAL CARRIED FORWARD TO FORM OF OFFER</b>	R

Signed on behalf of the Tenderer ..... (Signature)

Date: .....

Tenderer's Name: ..... (Company Name)

- Required by: .....
- At: .....  
.....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)?\*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- \*Delivery: Firm/not firm
- Delivery basis .....

Note:All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

\*Delete if not applicable

**SBD 4****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.

<b><u>Full Name</u></b>	<b><u>Identity Number</u></b>	<b><u>Name of State institution</u></b>

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**

---

<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.

**SBD4**

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**

.....

.....

### **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.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 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.

<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.

3.6 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

**DEPARTMENT OF WATER AND SANITATION (DWS) ANTI-CORRUPTION TOLL-FREE HOTLINE - 0800 200 821**

The aim of the Hotline is to enhance an honest work ethic and simultaneously provide employees and persons not employed by the principal with a mechanism to bring any unethical business practices to the attention of management

**DECLARATION REGARDING ANTI-CORRUPTION HOTLINE**

I, THE UNDERSIGNED

(NAME).....

CERTIFY THAT I AM AWARE OF THE DWS ANTI-CORRUPTION TOLL-FREE LINE, WHERE I CAN FREELY REPORT POSSIBLE CORRUPT ACTIONS BY SUPPLIERS/SERVICE PROVIDERS/CONTRACTORS OR POSSIBLE CORRUPT ACTIONS WITHIN THE DEPARTMENT AT ANY TIME AND THAT THE DEPARTMENT WILL TREAT MY IDENTITY AS STRICTLY CONFIDENTIAL

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



**SBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

- 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 To be completed by the organ of state**

a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)}
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
 then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.*

*Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)*

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>Women Ownership</b>	5	
<b>Disability Ownership</b>	5	
<b>Youth Ownership (35 and below)</b>	5	
<b>Location of enterprise (local equals province) Free State</b>	2	
<b>B-BBEE status level contribution from level 1 to 2 which are QSE or EME</b>	3	
<b>Total points for SPECIFIC GOALS</b>	<b>20</b>	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
  - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
    - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:**.....

**ADDRESS:** .....

.....

.....

.....

**SOCIO ECONOMIC AND LOCAL ECONOMIC PARTICIPATION REQUIREMENTS****R1 SCHEDULE OF LABOUR CONTENT**

The Tenderer must complete the table below to reflect the total work force anticipated on this Contract, including all personnel employed by Sub-contractors. The Tenderer shall take into account, as a minimum, details under **Scope of Works**.

<b>EMPLOYMENT GROUP</b>	<b>ETHNIC GROUP</b>			Black people (D)	Other (E)	Sub-Total (Person-Hours)
	eThekweni (A)	KwaZulu Natal Province (C)	Sub-Total (Person-Hours)			
1. Skilled labour black people 2. Unskilled labour local 3. Unskilled labour local black people 4. Semi-skilled labour black people 5. Semi-skilled labour black women 6. Engineers 7. Technicians 8. Foremen						
<b>TOTAL (Person-Hours)</b>						

(Local: unskilled)<sub>T</sub> = A / Sub-Total = \_\_\_\_\_ (%)

(KwaZulu Natal Province Semi-skilled)<sub>T</sub> = B / Sub-Total = \_\_\_\_\_ (%)

(Black people: semi-skilled)<sub>T</sub> = D / Sub-Total = \_\_\_\_\_ (%)

**R2 PROPOSED MONTHLY LABOUR SUMMARY**

MONTH	LOCAL LABOUR MAN DAYS			KWAZULU-NATAL PROVINCE MAN DAYS			OTHERS LABOUR MAN DAYS			TOTAL LABOUR		
	Unskilled	Semi-skilled	Skilled	Unskilled	Semi-skilled	Skilled	Unskilled	Semi-skilled	Skilled	Unskilled	Semi-skilled	Skilled
1												
2												
3												
4												
5												
6												
7												
8												

## .CIDB SKILLS STANDARD BASELINE TRAINING PLAN

Contractor Details						
Contractor Name:						
CRS Number:						
Estimated start date						
Estimated Completion date						
Size of Organisation	Small (1-49 employees)		Medium (50-149 employees)		Large (≥150 employees)	

Contractor Contact Details	
Name of Contact Person	
Designation of Contact Person	
Contact Details	Cell Number:
	Landline Number:
	Email address:



Contract Data				
Project Name				
CIDB Contract Number				
Name of Client:				
Project Description				
Final Tender Sum				
Project Location				
Project duration				
Estimated start date				
Estimated Completion date				
Description	Designation	Project Value	CSDG %	Min CSDG Target
General Building	GB		0.50	
Total				

Construction Skills Development Goal (CSDG) Baseline Training Plan					
Training Method	Number of Employed Learners	Number of Unemployed Learners	Area/s of Specialisation/Trade	Duration of Placement	Total Notional Cost
Method 1: Skills Programme					
Method 2: FET College Graduates/ Apprenticeship					
Method 3: P1 and P2 learners or a 240 credit qualification					
Method 4: Candidacy with 360 credit qualification					
Total					

Note: Refer to Table 3 in the Standard for Developing Skills through Infrastructure Contracts Government Gazette 43495 of 3 July 2020 for the notional costs

Contractor's Representative Name: \_\_\_\_\_ Designation: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**DWS VENDOR MASTER**

It is understood and agreed that, should this contract be awarded to this company a “Vendor Master” Database Registration form, as attached, will be completed in compliance with the requirements of the Employer.

.....  
Signed (on behalf of the Tenderer)

.....  
Date

.....  
Position

.....  
Name of Tenderer



## VENDOR MASTER MAINTENANCE

OFFICE  
USE ONLY

Created by  Authorise by

Date created          
d d m m y y

Date authorised          
d d m m y y

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

Indicate with and X	New Vendor Information <input type="checkbox"/>	Update Vendor Information <input type="checkbox"/>	<b>OFFICE DATE STAMP</b>     
Office	<input type="text"/>		
Official's initials and Surname	<input type="text"/>		
Official's Signature	<input type="text"/>		
Telephone	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Fax no <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	

### SECTION B: PERSONAL DETAIL OF VENDOR

Registered Name of Vendor	<input type="text"/>	SARS Office (If applicable)	<input type="text"/>
Trade name	<input type="text"/>	VAT Number	<input type="text"/>
Payment Term	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Title if Applicable	<input type="text"/>

### SECTION C: ADDRESS OF VENDOR

Postal Address	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
Postal Code	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Postal Code <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

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

Contact Person (Vendor)	<input type="text"/>	E-mail	<input type="text"/>
Telephone Number	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Fax number	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Area Code with number	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
Mobile Number	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Preferred method of communication (Please select only one)	Fax <input type="checkbox"/> E-mail <input type="checkbox"/> Post <input type="checkbox"/>

### SECTION E: VENDOR DETAIL

Supporting documentation must accompany this form

Supplier Type	<input type="checkbox"/> Individual	<input type="checkbox"/> Department	<input type="checkbox"/> Partnership
	<input type="checkbox"/> Company	<input type="checkbox"/> Trust	<input type="checkbox"/> Partnership
	<input type="checkbox"/> CC	<input type="checkbox"/> Other (Specify)	<input type="text"/>

**VENDOR MASTER MAINTENANCE** (Continuation page)**SECTION F: Vendor's Bank Details**

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/We understand that the credit transfers hereby authorised will be processed by computer through a system known as the "ACB ELECTRONIC FUND TRANSFER SERVICE", and I/we also understand that no additional advice of payment will be provided by my/our bank, but details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements)

I/We understand that the Department will supply a payment advice in the normal manner, and that it will indicate the date on which the funds will be made available in my/our account.

This authority may be cancelled by me/us by giving thirty (30) days notice by prepaid registered post.

Please ensure the information is valid as per required bank screens

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

<input type="text"/>	<input type="text"/>	<input type="text"/>
Initials and Surname of Vendor	Authorised Signature of Vendor	d d m m y y
Registered name of Account Holder	<input type="text"/>	
Bank Name	<input type="text"/>	
Branch Name	<input type="text"/>	
Branch Code	<input type="text"/>	
Account Number	<input type="text"/>	
*ID Number	<input type="text"/>	*Compulsory for individuals
Passport Number	<input type="text"/>	
**Company Registration Number	<input type="text"/> / <input type="text"/>	**Compulsory for Companies
***CC/CK Registration Number	<input type="text"/>	***Compulsory where applicable
Practice Number	<input type="text"/>	

TYPE OF ACCOUNT Indicate with X	It is hereby confirmed that the details have been verified against the following screens:	DATE STAMP OF BANK CERTIFIED AS CORRECT
<input type="checkbox"/> 1 Cheque Account	FNB	
<input type="checkbox"/> 2 Savings Account	ABSA - CIF Screen	
<input type="checkbox"/> 3 Transmission Account	- Hogans System on the CIS4 STD Bank - Look - Up - Screen Nedbank - Banking Platform under the Client Details Tab	

<input type="text"/>	<input type="text"/>	<input type="text"/>
Initials and Surname (Bank Official) who verified information against the relevant Bank Screen	Bank Branch and Town/City where information has been verified	d d m m y y
<input type="text"/>	<input type="text"/>	
Signature (Bank Official) who verified information	Telephone Number of Bank who verified information	

**MANAGEMENT POLICIES**

The Tenderer is required to append to his Tender submission his management policies/proposals on the following:

**QUALITY MANAGEMENT SYSTEM**

**ENVIRONMENTAL MANAGEMENT SYSTEM**

**OCCUPATIONAL HEALTH AND SAFETY**

## **THE CONTRACT**

- C1     AGREEMENTS AND CONTRACT DATA**
  
- C1     CONDITIONS OF CONTRACT**
- C2     CONTRACT DATA**
- C3     FORM OF OFFER AND ACCEPTANCE**
- C4     PERFORMANCE SECURITY**
- C5     AGREEMENT IN TERMS OF THE OHSA No 85 OF 1993**
- C6     RETENTION MONEY GUARANTEE**

**C1      AGREEMENTS AND CONTRACT DATA**

	<b>PAGE</b>
<b>C1      CONDITIONS OF CONTRACT .....</b>	<b>C1.2</b>
<b>C2      CONTRACT DATA .....</b>	<b>C1.8</b>
<b>C3      FORM OF OFFER AND ACCEPTANCE .....</b>	<b>C1.13</b>
<b>C4      PERFORMANCE SECURITY .....</b>	<b>C1.19</b>
<b>C5      AGREEMENT IN TERMS OF THE OHSA No 85 OF 1993 .....</b>	<b>C1.22</b>
<b>C6      RETENTION MONEY GUARANTEE .....</b>	<b>C1.27</b>



## C1.1 CONDITIONS OF CONTRACT

The conditions governing this Tender are as set out in the General Conditions of Contract for Construction Works, Third Edition (2015).

Contracts will only be awarded to Tenderers who, in the Engineer's opinion, are capable of manufacturing and supplying to the required standard. Workmanship shall conform to accepted industrial standards. The size of tools and equipment used shall be proportional to the task being conducted.

Tenders shall only be awarded on a fixed price basis and no escalation shall be considered.

The Contractor shall make no changes or modifications to any part of the design, or the equipment offered under this Contract without the written approval of the Engineer. The Department shall not accept any additional costs for any part of this Contract should any procedures contained therein are not complied with.

The Contractor shall be responsible to issue all of his Sub-contractors with the relevant sections of this tender document, any additional cost resulting from Sub-contractors not being fully informed, shall be for the contractors' account.

### Guarantee

The defects liability period as stipulated in the General Conditions of Contract for Construction Works, Third Edition (2015), shall read 12 (twelve) months from the date of issue of the Commissioning Certificate by the Engineer to the Contractor and shall terminate with the issue of the Final Certificate by the Engineer. The Contractor's Guarantee shall include all aspects of the manufacturing process, including work done by any Sub-contractors.

### C1.01 PRECEDENCE OF THESE CLAUSES

The clauses contained in this section are intended to amplify the rest of the conditions contained in this tender document, and in certain instances to modify the contents. Should any discrepancy appear between these clauses and the rest of the conditions these clauses should take precedence.

### C1.02 EXTENT OF THE CONTRACT

This contract **comprises** mainly the construction and maintenance of buildings at Midmar dam to specifications.

### C1.03 RESPONSIBILITIES

The extent of the contract as given above is intended to indicate the **general extent of the works** involved. It is not exhaustive in so far as any detailed item or associated work is concerned and shall **in no way relieve** the contractor of his responsibilities to comply with the specific requirements.

### C1.04 SEQUENCE OF WORK

The successful contractor will be required to complete the contract within the present financial year ending 31 March 2025. Completion date will depend on the date of appointment and contract period. The sequence of work shall be determined by the contractor and compiled in a works programme.

### C1.05 NATURE OF GROUND AND SUBSOIL CONDITIONS

The soil on the building sites is stable and ground pressure average. After excavation of foundation trenches, the Engineer will inspect the excavation and then decide on the structural design of the foundation. For purpose of this tender, the Contractor will price on conventional concrete strip foundations. Any reinforcing or change in foundation design will be paid by the provisional amount allocated for this purpose.

The building sites have a natural slope of  $\pm 1:15$ . The Contractor will provide for preparatory groundworks if decided and instructed by the Engineer to form terraces on which the buildings will be situated, with maximum 1:40 slopes.

### C1.06 TEMPORARY BUILDINGS AND SERVICES

The contractor must make his **own arrangements** in connection with the following, the costs for which

must be included in the "Preliminary and General" section, maintain it in a tidy and proper manner and adopt such precautions to prevent any pollution whatsoever.

- (a) Temporary accommodation and toilet facilities for all workers.
- (b) Temporary site offices and/or workshops.

The Department will supply a connection point within reasonable distance from the construction site for the following services:

- (a) **Drinking and construction water**

**The contract includes work at site where water is available of which the contractor may use, for construction purposes, free of charge. The Department reserves the right to limit the consumption before any connection or extension of the supply is made, which must be conducted at the contractor's expense and must be made good on completion of the contract. Under no circumstances may water be obtained from fire hydrants or fire hoses.**

- (b) **Electricity for the works**

The contractor shall provide all electricity for the execution of the works at his own expense. If the contract includes work at a site where electricity is available from a convenient Departmental source, the contractor can, with the prior approval of the representative, use electricity from such source at his own risk. The representative, however, reserves the right to either provide the electricity supply free of charge to the contractor, or he can limit the capacity of such free supply, or he can require from the contractor to arrange at his own cost for a metered connection to recover the cost of the consumption from the contractor.

#### **C1.07 CO-OPERATION BETWEEN CONTRACTORS/SUBCONTRACTORS**

It is essential that contractors/subcontractors work **in co-operation** with each other. Possible differences arising should be settled by the contractors themselves and the employer will not be liable for any damage or loss arising from such differences.

#### **C1.08 PROCEDURE OF WORK**

The Construction personnel, during the course of this contract will occupy the site. The works on this contract shall be carried out according to program in such a manner as to cause **the least inconvenience** to other Departmental personnel. The contractor shall co-ordinate with the employer's local representative which part of the work to be expedited requires priority.

#### **C1.09 SITE CLEARING AND LEVELLING**

Clearing and levelling of the site after completion will be under strict supervision of the employer in terms of preserving the existing ecology. The site shall be levelled with the ground sloping away from the building, but the building shall have **a finished floor level of not less than 200 mm** above the level of the ground adjacent to the building at its highest point, unless shown otherwise on the drawings.

#### **C1.10 ADMISSION TO SITE**

Permission for admission to and establishment on site.

Before the successful tenderer (contractor) established himself on the site, the **local Resident Engineer's** prior approval must be obtained.

#### **C1.11 INSURANCE**

The contractor shall enter a policy of insurance **to cover his liability** under the laws in force relating to the workman's compensation and liability to the public and shall produce proof of such insurance having been affected by him.

The contractor shall indemnify the Department of Water and Sanitation from all claims due to accidents to workmen and the public during the execution of this contract.

**C1.12 CHECKING OF TENDER DOCUMENTS**

On receipt of the tender documents, the tenderer must, prior to submitting his tender, **check all the tender documents** and should **any difference or discrepancy** between or in the drawings and specifications be detected by the tenderer, he shall seek in writing a decision, from the Director: Operations Eastern, Department of Water and Sanitation, Private Bag X24, Howick, 3290, on the true intent and meaning of the tender documents as the Department of Water and Sanitation **cannot be held liable** for the additional cost of extra work that may be caused as a result thereof.

**C1.13 SCOPE OF TENDER PRICE**

The tender price and all prices and/or which are inserted into the price schedules in the specification and transferred to the tender form, must be for the execution and completion of the works as well as for the provision of all labour, materials, workmanship, machinery, plant, and everything that is or may become necessary.

**C1.14 VALUE ADDED TAX**

The tender price shall **include value added tax** payable in terms of the Sales Tax Act No. 103 of 1978, as amended.

**C1.15 PURCHASING OF MATERIALS**

- ◆ The contractor is required to purchase the materials necessary for the contract at the **earliest possible date** thus limiting the effect of inflation and to prevent delays.
- ◆ Payment for materials will only be affected if the contractor **can prove ownership** of the items and if the material **has been delivered to site**.
- ◆ The contractor will be **responsible for the security** and maintenance of all materials in storage on site or at any other place of the contractor's choice.
- ◆ The contractor will be required at his own expense to **make all arrangements for off-loading** and carefully stacking all materials delivered under this contract at the site of the works. The off-loading and stacking shall be carried out strictly in accordance with the requirements of the engineer to permit a thorough and careful examination and testing of all items for breakages, failures, etc. and any routine maintenance during storage.
- ◆ The contractor shall be fully responsible for the protection of all materials delivered by him to site but still in storage, against damage by water, weather, fire, and any other interference until such time as it is erected and installed, put into satisfactory operation, and accepted by the employer as complete.

**C1.16 PAYMENTS****4.16.1 Progress payment**

- (a) **Monthly part payments** will be made in accordance with the percentage tabulated below for the work completed on the building.
- (b) The supervising Engineer (Civil Design) in collaboration with the Contractor will do the payment certificate. Payment will be made by the administration and financial section of Midmar Dam Departmental personnel.
- (c) The **electrical installation** for the building will be regarded as **a unit for payment** purposes.
- (d) Whilst the gullies and water supply pipes will be regarded as part of the building, **payment for the sewer lines** will be made **per metre length** of pipes laid. Payment will only be made after completion of the sewer lines on the site.
- (e) Each interim payment certificate shall be subjected to retention by the Employer of 10% of the total work done to date. The retention will be reduced to 5% at the completion of the works (completion certificate), which will then be paid at the issuing of the Final Certificate at the end of the maintenance period. No limit will be applicable on the amount of the retention money.

**Each of the 5 projects Payment plan will be discussed by the project manager and Contractor upon appointment of the contractor.**

C1.16.2 Payment of **preliminary and general items** will be made in accordance with clauses 8.2.1 and

8.2.2 of SABS specification 1200A.

C1.16.3 The contractor shall provide all **reasonable assistance** in the preparation of cash flow statements for certificate payments required by the employer.

Such statements shall be based on the programme for the execution of the works and shall be updated at such intervals, as the programme of work progress is required to be updated. The co-operation of the contractor under these items shall in no way prejudice his right to receive payment in terms of the contract.

C1.16.4 The contractor can claim payment of 80% of the value of material for the contract, purchased by him and delivered to site, but not yet built in on his interim payment certificate. The contractor must provide the Engineer with documentation proving his ownership of such material.

C1.16.5 The Tenderer shall complete the Daywork Schedule on which basis he will be paid for the execution of extra work as described in the preamble of the schedule. If an item was not included in this schedule, the contractor will be paid for that item according to **clause 40** in the "General Conditions of Contract for Works of Civil Engineering Construction", sixth edition (1990), with specific reference to **sub-clause (4) (a)**.

#### **C1..17 GENERAL**

C1..17.1 Throughout this document the following shall apply:

- (a) **Employer** shall mean the Minister of Water and Sanitation, acting on behalf of the Government of the Republic of South Africa or his duly authorized representative.
- (b) **Engineer** shall mean the Director-General of the Department of Water and Sanitation or his duly authorized representative. Refer to "Instructions to Tenderers" Clause 2.

- (c) Address of **Employer** at Head Office:

**Director General  
Department of Water and Sanitation  
Private Bag X313  
PRETORIA  
0001  
Tel.: (012) 336-8680**

- (c) Address of **local resident engineer** on site:

**Resident Engineer  
Department of Water and Sanitation  
Private Bag X 24  
Howick  
3290  
Tel.: (033) 2391266**

C1.17.2 The contractor will be an active participant in the **preservation of the environment** and will be required to maintain and contribute towards the safekeeping of the environment. The contract shall regularly or at the engineer's instructions, **clean and clear away** all rubbish and excess materials as the works proceed. The contractor shall be responsible **for the protection** and safety of the premises **against fire** and shall take such precautions as may be directed by the representative of the Department.

C1.17.3 **No wood or plant life** will be harvested from the building site or surrounding area.

C1.17.4 *The contractor shall **not extend** his operations **beyond the defined area** of the works. The area used by the contractor will be made good to the engineer's satisfaction, at completion of the works.*

C1.17.5 Any **relics, treasure** or other articles of value **found** on the site shall remain the property of the employer and shall be handed to the engineer who shall be the sole arbiter of what constitutes an article of value.

C1.17.6 **Meetings** related to the progress and other detail of the contract of the works will be held at regular intervals and at such other times as may be necessary, attended by the following:

- (a) The engineer
- (b) The contractor's representative/s
- (c) The employer's representative

Subcontractors shall not be present at progress meetings unless specifically requested by the contractor or Engineer. The engineer shall record the minutes of the meeting and distribute them to all affected parties.

C1.17.7 The contractor shall **acquaint himself** during the pre-tender site meeting with the conditions under which the works are to be done and personally examine the means of access to works, the condition of the roads and generally of all matters which may influence the execution of this contract.

C1.17.8 The contractor shall **provide first aid** facilities complying with the requirements of the Machinery Occupational Safety Act (No. 6 of 1983) and the Occupational Safety Act (Act No. 85 of 1993) and shall adhere to all rules and regulations of the mentioned act. Any death or injury that may occur directly or indirectly due to the actions of this contract shall be solely the responsibility of the contractor and the Department of Water and Sanitation will not be liable for the consequences.

## C.18 COMMENCEMENT AND WORKS PROGRAMME

Commencement date of the works and hence the contract period shall be taken as the date of official site handover to the Contractor. The Contractor can commence work directly after receiving his letter of acceptance but at his own risk and only on approval of the Engineer.

Within 14 days of award of contract, the contractor **shall submit** a detailed comprehensive and realistic **works programme** reflecting all activities required up to final completion. The format of the programme shall be to the engineer's approval. The programme so submitted and approved shall be held to the binding throughout the contract period. The tender price shall be computed on the assumption that **all the material necessary** for the execution of this contract will **be readily available** when required in accordance with the programme for the works. The contractor shall use every reasonable endeavour to obtain supplies of all materials timeously.

## C.19 LEAVE PERFECT

On the **completion** of the works the contractor shall **clear away and remove** from the site all construction plant, surplus materials, rubbish, and temporary works of any kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the engineer. The contractor shall also satisfy the engineer that he has complied with the conditions of any wayleaves, which the contractor has negotiated.

## C.20 CONTRACT PRICE - ADJUSTMENT PROVISIONS

The general rule stipulates that:

(a) If the contract term (the period or term of completion) is 6 months or shorter, the contract price irrespective of the amount involved shall be fixed and NO price adjustments shall be considered.

(b) In respect of all contractors amounting to R500 000,00 and less for buildings or building related contracts, the contract price shall be fixed irrespective of the contract term.

(c) The stipulations concerning contract price adjustments shall be applicable only to building contracts to the value of more than R500 000,00 and of which the contract terms are longer than 6 months.

(c)

Notwithstanding (a), (b) and (c) above:

No price adjustments shall be applicable on this contract \_\_\_\_\_ and all tender rates or tariffs will be firm for the duration of the contract. The contractor shall compensate for any possible fluctuation of material or labour in his tender price.

**C.21 NOTICE OF INSPECTIONS**

Apart from normal site inspections and site meetings, the Contractor shall request the Engineer at the following stages of the contract to inspect and approve specific sections of the work:

- (a) At completion of foundation excavations.
- (b) After placing and fixing of reinforcing steel and before concrete casting.
- (c) After filling and compaction underneath floors and before casting of surface bedding.
- (d) After trench excavation and installation of pipes or cables but before commencing backfilling.

After chasing and installation of pipes or electrical services but before closing in and making good of brickwork. Testing to be conducted during inspection.

**C2: CONTRACT DATA****DATA PROVIDED BY THE EMPLOYER**

The following contract specific data are applicable to this contract.

CLAUSE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
<b>1.</b>  1.1.24  1.1.21  1.1.10  1.1.27	<b>GENERAL</b>  The Defects Notification Period (DNP) is 12 months.  The estimated Total project duration is 12 months.  Pricing Strategy: The Contract is to be a FIXED PRICE Contract.  <b>Name of Employer:</b> Department of Water and Sanitations  <b>Address of Employer:</b>  Physical address: Operations Eastern Department of Water and Sanitation R103 Prospect Road, Midmar Dam 3290  Postal address: Operations Eastern Department of Water and Sanitation R103 Prospect Road, Midmar Dam 3290
<b>3.</b>  3.1	<b>THE EMPLOYER'S ADMINISTRATION</b>  Operations Eastern Department of Water and Sanitation R103 Prospect Road, Midmar Dam  Attention to: Nirdosh Punchum  e-mail address: punchumn@dws.gov.za  Contact numbers: 0332391266
<b>4.</b>  SCC 4.1	<b>CONTRACTOR'S GENERAL OBLIGATIONS</b>  The contractor shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No.43495 of 3 July 2020.

CLAUSE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
SCC 4.1	The Contractor and his subcontractors shall be registered with the Bargaining Council for the Civil Engineering Industry and comply with the wage rates and conditions of labour agreed by the Bargaining Council for the Civil Engineering Industry, except where a specific industry publishes its own wage rates and conditions of labour.
<b>8.</b>  SCC 8.1          C 4.5   10.1	<b>TIME AND RELATED MATTERS</b>  The date of commencement of the project shall be within 28 days after the Award Date. The non-working days are Sundays.  The special non-working days are: (i) the statutory public holidays in terms of the Public Holidays Act; (ii) the foreseeable election days declared as a statutory public holiday; and (iii) the annual year-end shutdown period as recommended by the Bargaining Council for the Civil Engineering Industry.  The penalty for failing to complete the Works is 0,05% of the Contract Sum per day, upto a maximum limit of twenty-five thousand rand per day (R5 000,00 per day).  The requirements for achieving Taking Over Certificate are as clause 10.1 of FIDIC Silver Book.  The bidder shall submit the following:  (i) evidence that the local labour has been paid, (ii) as-built drawings and records. (iii) Design, documentation, and specialist studies work carried out during the duration of the project.  The latent defects period is 10 years.
<b>14.</b>  SCC 19.1 & 19.2  SCC 14.9	<b>PAYMENT AND RELATED MATTERS</b>  The security to be provided by the Contractor shall be, but not limited to, all necessary insurances as detailed in clause 19.1 and 19.2 of FIDIC Silver book:  The percentage retention on the amounts due to the Contractor is 10%. A retention guarantee in lieu of a cash retention is permitted.
<b>19.</b>  SCC 19.2	<b>RISKS AND RELATED MATTERS</b>  All insurances, sureties, and professional indemnities to be provided by the bidder.  The limit of indemnity for liability insurance is <u>R10 000 000,00 (ten million Rand only)</u> for any single liability claim. Liability insurance shall include spread of fire risk.



CLAUSE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
<b>20.</b>  SCC 20.1 & 20.2	<b>CLAIMS AND DISPUTES</b>  Disputes shall be referred to ad-hoc adjudication. Adjudication's ruling shall be final and binding on both parties.
	<b>DATA WITH REFERENCE TO C3.3 PARTICULAR SPECIFICATIONS</b>

**C3: DATA PROVIDED BY THE BIDDER**

The following contract specific data are applicable to this contract.

CLAUSE	CONTRACT SPECIFIC DATA PROVIDED BY THE BIDDER
1.	<b>GENERAL</b>
1.1.11	<b>Name of Bidder:</b> ..... ..... <b>Address of Bidder</b> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <u>Physical:</u>            .....            .....            .....            .....         </div> <div style="width: 45%;"> <u>Postal:</u>            .....            .....            .....            .....         </div> </div>
	Signed on behalf of Tenderer: .....

## **C1.3      FORM OF OFFER AND ACCEPTANCE**

***IMPORTANT NOTE:***

***The Form of Offer (Offer by Tenderer) MUST be completed and signed by all tenderers. Failure to properly complete and sign the Tender form will lead to disqualification of the tender.***

***The Acceptance form will be signed by the Employer to formalise the Contract Agreement after the successful tenderer has been formally notified of award.***

**C1.3 FORM OF OFFER AND ACCEPTANCE****CONTRACT NO: DWS19 1224 WTE**

**for the MIDMAR DAM: CONSTRUCTION AND MAINTENANCE OF BUILDINGS  
TURNKEY CONTRACTOR (ENGINEER, PROCURE AND CONSTRUCT) FOR THE  
CONSTRUCTION AND MAINTENANCE OF BUILDINGS AT MIDMAR DAM**

**To THE DEPARTMENT OF WATER AND SANITATION (DWS)****OFFER**

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

**CONTRACT No: DWS19 1224 WTE – MIDMAR DAM: CONSTRUCTION AND MAINTENANCE OF  
BUILDINGS  
TURNKEY CONTRACTOR (ENGINEER, PROCURE AND CONSTRUCT) FOR THE  
CONSTRUCTION AND MAINTENANCE OF BUILDINGS AT MIDMAR DAM**

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 ..... (n 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: .....

Name: .....

Capacity: .....

Name and address of organisation: .....

.....

**Witness:**

Signature :.....

Name :.....

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	Tendering Procedures
Part T2	Returnable Documents and Schedules
Part C1	Agreements and Contract Data, (which includes this Agreement)
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information
Part C5	Drawings

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 of 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: .....

Name: .....

Capacity: .....

Name and address of organisation: .....

.....

### Witness:

Signature :.....

Name :.....

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.

<b>1</b>	<b>Subject</b> .....
	<b>Details</b> .....
<b>2</b>	<b>Subject</b> .....
	<b>Details</b> .....
<b>3</b>	<b>Subject</b> .....
	<b>Details</b> .....
<b>4</b>	<b>Subject</b> .....
	<b>Details</b> .....
<b>5</b>	<b>Subject</b> .....
	<b>Details</b> .....
<b>6</b>	<b>Subject</b> .....
	<b>Details</b> .....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the 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:**

.....	<b>Signature</b>	.....
.....	<b>Name</b>	.....
.....	<b>Capacity</b>	.....
<b>Name and address of organisation:</b>		<b>Name and address of organisation:</b>
.....		.....
.....		.....
.....		.....
.....	<b>Witness signature</b>	.....
.....	<b>Witness name</b>	.....
.....	<b>Date</b>	.....

**CONFIRMATION OF RECEIPT**

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of the Agreement, including the Schedule of Deviations (if any) today:

the .....(day) of .....(month) 20.....(year) at ..... (place)

**For the Contractor:**

Signature: .....

Name: .....

Capacity: .....

**Signature and name of witness:**

Signature: .....

Name: .....



## **C1.4      PERFORMANCE GUARANTEE**

**C1.4 PERFORMANCE GAURANTEE****CONTRACT NO DWS19 1224 WTE**

**MIDMAR DAM: CONSTRUCTION AND MAINTENANCE OF BUILDINGS  
TURNKEY CONTRACTOR (ENGINEER, PROCURE AND CONSTRUCT) FOR THE  
CONSTRUCTION AND MAINTENANCE OF BUILDINGS AT MIDMAR DAM**

**PERFORMANCEGUARANTEE (PRO FORM)**

For use with the FIDIC Silver Book 2017

**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: .....

"Expire Date" means: .....

**CONTRACT DETAILS**

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate  
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 of diminishing amounts of the Guaranteed Sum as follows:

1.1.1 From and including the date of issue of this Performance Guarantee and up to and including  
the Expiry Date or 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 an 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 GUARENTEE**

- 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 excluding 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 deem 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 Magistrate's 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) .....

**C1.5      AGREEMENT IN TERMS OF SECTION 37(2) OF THE  
OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993**

## **C1.5 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993**

THIS AGREEMENT is made between the **DEPARTMENT OF WATER AND SANITATION (DWS)** (hereinafter called the EMPLOYER) of the one part, herein represented by: .....

.....  
in his capacity as: .....

AND: .....

(hereinafter called the CONTRACTOR) of the other part, herein represented by .....

.....  
in his capacity as: .....

duly authorized to sign on behalf of the Contractor.

**WHEREAS** the CONTRACTOR is the Mandatary of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

**CONTRACT No: DWS19 1224 WTE**

**CONTRACT TITLE: for the MIDMAR DAM: CONSTRUCTION AND MAINTENANCE OF BUILDINGS**

**TURNKEY CONTRACTOR (ENGINEER, PROCURE AND CONSTRUCT) AT MIDMAR DAM**

for the construction, completion and maintenance of the works;

**AND WHEREAS** the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);

**NOW THEREFORE** the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

5. 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 in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at ..... for and on behalf of the

**CONTRACTOR**

on this the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: .. 1. ....

2. ....

Thus signed at ..... for and on behalf of the

**EMPLOYER**

on this the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

## **C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993**

THIS AGREEMENT is made between The Department of Water and Sanitation represented by The Director General:

The Department of Water and Sanitation  
(hereinafter called the EMPLOYER) of the one part, herein represented by:

.....  
.

in his capacity as: .....

AND: .....

(hereinafter called the CONTRACTOR) of the other part, herein represented  
by:.....

.....

in his capacity as: .....

duly authorised to sign on behalf of the Contractor.

**WHEREAS** the CONTRACTOR is the Mandatary of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of:

**CONTRACT No: DWS19 1224 WTE**

**CONTRACT TITLE: MIDMAR DAM: CONSTRUCTION AND MAINTENANCE OF BUILDINGS**

**TURNKEY CONTRACTOR (ENGINEER, PROCURE AND CONSTRUCT) AT MIDMAR DAM**

for the construction, completion and maintenance of the works;

**AND WHEREAS** the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by the Occupational Health and Safety Amendment Act No 181 of 1993 (hereinafter referred to as the ACT);

**NOW THEREFORE** the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the



EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

5. 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 in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at..... for and on behalf of the

**EMPLOYER**

on this the ..... day of ..... 20.....

SIGNATURE.....

NAME AND SURNAME: .....

CAPACITY: .....

**WITNESSES:** 1. ....

2. ....

Thus signed at..... for and on behalf of the

**CONTRACTOR**

on this the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

**WITNESSES:** 1. ....

2. ....

## **C1.6      RETENTION MONEY GUARANTEE**

**C1.6: RETENTION MONEY GUARANTEE****PRO FORMA****RETENTION MONEY GUARANTEE**

The Director General: Water and Sanitation  
 Department of Water and Sanitation  
 Sedibeng Building,  
 Francis Baard Street  
**PRETORIA**  
 0002

**CONTRACT NO. DWS19 1224 WTE**  
**FOR** \_\_\_\_\_

ISSUED TO: the Department of Water and Sanitation, represented by Director General (hereinafter referred to as "the Employer")

**ON BEHALF OF:** .....  
 (hereinafter referred to as "the Contractor")

In connection with

**CONTRACT NO. DWS19 1224 WTE**  
 ..... (hereinafter referred to as "the Contract")

WHEREAS the Employer and the Contractor have agreed that the Contractor may provide a guarantee in lieu of the whole or portion of the retention monies provided for under the Contract;

NOW THEREFORE we, the undersigned, undertake, in accordance with the following provisions, to pay the Employer such amounts as the Employer may, from time to time, demand from us.

1. Each demand by the Employer shall be in writing signed by the Employer and delivered to us at

.....

or such other address as we shall in writing notify to the Employer and shall be accompanied by a certificate complying with Clause 2, signed by the Employer as such in terms of the Contract.

2. The Employer's certificate referred to in Clause 1 shall certify

- (a) that he is the Employer in terms of the Contract,
- (b) that the Contractor is in breach of his obligations under the Contract, and
- (c) that the amount demanded, which amount the certificate shall specify,

- (i) does not exceed the amount of retention monies which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money actually retained by the Employer and the amounts previously paid by us to the Employer in terms hereof, and
- (ii)
- (iii) does not exceed a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due the Contractor in terms of the Contract by reason of the breach referred to, and any amount in retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof.

3. We shall within 28 days after our receipt of a demand complying with the provisions of Clauses 1 and 2 make payment to the Employer of the amount demanded at such other address as the Employer shall in writing notify us.
4. Subject to compliance with the provisions thereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected nor diminished by any disputes, claims or counterclaims between the Employer and the Contractor.

Our aggregate liability under this guarantee is limited to R .....

5. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.
6. This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the witnesses named hereunder:

At ..... for and on behalf of .....

on this ..... day of .....

Signature: .....

Capacity: .....

Address: .....

As Witnesses:

1. .... Name in Block Letters ... ..

2. .... Name in Block Letters .....

**C2.1 PRICING INSTRUCTIONS**  
**C2.2 BILL OF QUANTITIES**

## **C2.1 PRICING INSTRUCTIONS**

### **1. GENERAL**

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender and Conditions of Contract. This contract is a fixed price contract and is inclusive of assessments, design works, procurement, implementation close out and hand over.

The contractor must plan the work in this contract as a set of activities. The activities should be the same activities as indicated in the programme.

The activities are to be described and indicated in Part C2.2 and a lump sum fixed price for each activity is to be entered in the Price Column.

Changes (if any) to the Prices are made in accordance with the Conditions of Contract.

### **2. DESCRIPTION OF ITEMS**

The contractor is to include in the Prices in the price list the costs and profit associated with the following items as no separate payment will be made for such items:

- Soil testing, test pits and all other testing required for acceptance control as per the standards.
- Engineering fees and costs
- Excavation of all boulders
- Blasting and the removal and importation of material associated with blasting work
- Local authority charges
- Geotech tests
- EIA
- Hydrological report (If needed)
- All additional requirements as described in Part C3: Scope of Works

The contractor shall be responsible for and pay all costs associated with the development of the design, detail design and production of “as-built” designs for the following:

- Architectural Work based on the prototype design supplied by the DWS
- Civil Engineering work
- Structural Engineering work
- Electrical Engineering work
- Mechanical Engineering work
- Temporary and permanent connections to municipal water, electricity and storm water reticulation.

### **3. PRELIMINARIES AND ACTIVITIES IN THE BILL OF QUANTITIES**

The amount or the items of the Preliminaries shall be fixed and will not be adjusted. Payment for Section A1 (Time Related) shall be pro-rated per month based on the progress measured against the approved contractual programme

The contractor shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No.43495 of 3 July 2020.

### **4. PROVISIONAL SUMS**

No provisional sums to be provided by the client. Consortium to price all elements in the pricing schedule.

## **5. PRICING OF THE BILL OF QUANTITIES**

There are three schedules to be priced in the bill of quantities. These sections are inclusive of all works, which should be priced as a lump sum, and will allow for the completion of the project from initial assessments to hand over. The schedules are as follows:

- a) Schedule A: Preliminaries
- b) Schedule B: Engineering and Design Works
- c) Schedule C: Construction and Close Out

All amounts priced for per activity exclude VAT. 10% Contingencies have been allowed for which will require client approval before monies are utilized in conjunction with the terms of the contract.

## **6. CORRECTION OF ENTRIES**

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

## **7. INTERIM PAYMENTS**

Interim payments will be made in accordance with the contract and based on the contractor completing activities and achieving milestones as set out in Part C2.2. For the construction part of the project, a BOQ must be submitted by the entity/bidder, and approved by the employer, to facilitate interim monthly payments during construction. This must include monies allowed for supervision as well. The total cost of this BOQ should represent the value under Activity C1 within the pricing schedule (schedule C: construction works and close out) of the contract section of the document.

## **C2.2 BILL OF QUANTITIES**



**C2.2 BILL OF QUANTITIES (ACTIVITY SCHEDULE)****CONTRACT NO DWS19 1224 WTE**

**MIDMAR DAM: CONSTRUCTION AND MAINTENANCE OF BUILDINGS. TURNKEY CONTRACTOR (ENGINEER, PROCURE AND CONSTRUCT) FOR THE CONSTRUCTION AND MAINTENANCE OF BUILDINGS AT MIDMAR DAM. CIDB CONTRACTOR GRADING DESIGNATION OF CIDB 4GB OR 4CE OR HIGHER**

**SCHEDULE A: PRELIMINARIES**

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
A1	Time related	R
A2	Fixed	R
A3	Provisional Sum	R 307 960
	<b>TOTAL CARRIED FORWARD TO TENDER SUMMARY</b>	<b>R</b>

**SCHEDULE B: ENGINEERING AND DESIGN WORKS**

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
B1	Conduct assessments (expropriation, identification of services, surveys, analysis of site and tests and site investigations required for design)	R
B2	Prepare initial concept design and relevant documentation. establish any further surveys, tests and/or investigations.	R
B3	Prepare detailed designs and drawings (where required)	R
B4	Prepare Design Documentation (Tender documentation, working drawings and method statements)	R
	<b>TOTAL CARRIED FORWARD TO TENDER SUMMARY</b>	<b>R</b>

**SCHEDULE C: CONSTRUCTION WORKS AND CLOSE OUT**

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
C1	Construction of access control room at Entrance	
C2	Construction of smoking area / facility	
C3	Maintenance of houses 1-7 near houses	
C4	Maintenance of houses 11, 12 and 14	
C5	Demolition of compound and two prefabricated houses	
	<b>TOTAL CARRIED FORWARD TO TENDER SUMMARY</b>	<b>R</b>

## CONTRACT NO DWS19 1224 WTE

**MIDMAR DAM: CONSTRUCTION AND MAINTENANCE OF BUILDINGS. TURNKEY CONTRACTOR (ENGINEER, PROCURE AND CONSTRUCT) FOR THE CONSTRUCTION AND MAINTENANCE OF BUILDINGS AT MIDMAR DAM. CIDB CONTRACTOR GRADING DESIGNATION OF CIDB 4GB OR 4CE OR HIGHER**

## TENDER SUMMARY

DESCRIPTION	AMOUNT
Totals of Bill of Quantities brought forward:	
Schedule A: Preliminaries	R
Schedule B: Engineering and Design Works	R
Schedule C: Construction and close out	R
<b>SUBTOTAL 1</b>	<b>R</b>
<b>Add:</b> Skills Development (Minimum Contract Skills Development Goal (CSDG) sum = <b>0.5%</b> x SUBTOTAL 1)	<b>R</b>
<b>SUBTOTAL 2</b>	<b>R</b>
<b>Add:</b> Contingencies (10% of SUBTOTAL 2)	<b>R</b>
<b>SUBTOTAL 2</b>	<b>R</b>
<b>Add:</b> VAT (15% of SUBTOTAL 2)	<b>R</b>
<b>TOTAL CARRIED FORWARD TO FORM OF OFFER</b>	<b>R</b>

Signed on behalf of the Tenderer ..... (Signature)

Date: .....

Tenderer's Name: ..... (Company Name)

## **C3      SCOPE OF WORK**

**C3.1    DESCRIPTION OF THE WORK**

**C3.2    GENERAL SPECIFICATIONS**

**C3.3    PARTICULAR SPECIFICATIONS**

### **C3.1 DESCRIPTION OF THE WORK**

### C3.1 DESCRIPTION OF THE WORKS

#### EMPLOYER'S OBJECTIVES

Midmar Dam is situated on the Mgeni River in the KwaZulu Natal Province. The dam was designed and constructed by DWS and completed in 1965. The spillway was raised in 2003 by constructing a concrete labyrinth spillway. The dam wall consists of a concrete spillway section across the river section flanked by earth fill embankments either side. Due to the isolate location of the Dam and its offices from the suburbs and towns staff housing became essential at the dam.

#### OVERVIEW OF THE WORKS

The prospective Contractors will be expected to be capable of successfully implementation a project that involves designing and construction of a new dam operation office for Umgeni Water. This includes emergency work that might be necessary and immediate resources reinforcement is required from Contractors.

1. **CONSTRUCTION OF ACCESS CONTROL ROOM AT ENTRANCE**
2. **CONSTRUCTION OF SMOKING AREA/FACILITY**
3. **MAINTENANCE OF HOUSES 1-7 NEAR OFFICES (OLD AREA A)**
4. **MAINTENANCE OF HOUSES 11, 12 AND 14 (OLD AREA B)**
5. **DEMOLITION OF COMPOUND AREA B (OLD AREA B) AND TWO PREFABRICATED HOUSES (OLD AREA A)**

All designs/drawings and method statement to be approved before commencement of works. Works to comply with the SANS standards. Any change of scope/works/designs require prior approval from the client before commencement. No variation of tendered amounts will be accepted on the basis of design variations emanating from design approval comments made by this department.

#### EXTENT OF THE WORKS

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

- a) Initial site assessments, including but not limited to, expropriation documentation, identification of services and site and test investigations required for design.
- b) Preparation of initial concept design with relevant documentation
- c) Initial surveys
- d) Stakeholder engagement
- e) Application for construction work permit by registered personnel
- f) Detailed design report and drawings for design approval
- g) Prepare working drawings.
- h) Prepare procurement documents for required service providers and sub-contractors
- i) Establishment on site.
- j) Survey requirements.
- k) Construction of the following structures listed in the table above (Overview of the work section)
- l) Earthworks Including but not limited to earthworks, site clearance, tree removal, bulk excavations, excavations, filling, lateral support, ground anchoring, levels, bulk earthworks, etc

- m) Continuous quality control over materials and workmanship, and compliance with the Particular Specifications with regard to environmental management and occupational health and safety, during all the above construction activities.
- n) Removal of all site establishment facilities and constructional plant on completion of the Works. Removal to be compliant with the EIA and/or the Environmental Acts surrounding the project.
- o) Making good of any defects during the Defects Liability Period.
- p) Provide a maintenance plan.
- q) Compiling the close out reports together with material and drawing as-built. and hand over to the client with the necessary training if required.

### **1.1 Description of the Works**

The following description is a broad outline of the works and does not limit the work to be executed by the Bidder in terms of the contract. The description of some of the major items/activities indicated in this section are indicative, not absolute, and are provided to define in general terms the overall scope of the project.

Activities of each type of work to be carried out in accordance with the contract documents are listed in the Bill of Quantities in Section C2.2.

This should cover the entire project life cycle from initial assessments and all statutory and legislative requirements, all specialist studies, concept designs, to final designs, implementation of designs through construction and close out of the project inclusive of any and all activities pertaining to this project. This must include any and all aspects of the project that will ensure a full and comprehensive complete delivery of a construction project

#### **1.1.1 Demolition work**

The Bidder is required to carry out any or all demolition work were needed and as necessary.

#### **1.1.2 Spoiling of surplus material**

Surplus material shall be spoiled in designated areas approved by the Employer.

#### **1.1.3 Climate**

Any and all climatic elements should be accommodated for, as per the average weather condition in the area, for the project. (Consider 3 – 5-year trend).

#### **1.1.4 Environment**

The Contractor's attention is called to the requirements of Part C: Environmental Management Specification contained in section C3.3.1 Particular Specifications.

#### **1.1.5 Labour**

A Project Liaison Committee (PLC) will be established and is a vital means of communication between all parties involved with the project. The composition of the PLC comprises representatives of the Employer and formal structures within the community.

The Bidder shall make use of these communication channels and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PLC, and this representative will be also required to attend the monthly PLC meetings.

It is mandatory that the Contractor shall interact with the community via proactive project liaison and project participation by its leaders and constituted organisations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

Local labour is to be used and the employment of such labour is to be done in conjunction with the PLC

---

## **1.2 Temporary Works**

All Temporary Works must be catered for and shall be removed from the Site on completion of the Contract at the discretion of the bidder as and when required.

## **1.3 Bill of Quantities and Programme required for construction**

The bidder is responsible to provide a full and comprehensive bill of quantities containing all elements of the project including engineering fees and disbursements. This should be part of the Schedule C1 cost. A construction programme is also required to monitor milestones within the project.

## **1.4 Contractor's campsite**

Possible locations for a campsite shall be pointed out by the client within the confines of contract area.

The bidder shall make his own arrangements for the provision of his campsite and housing for construction personnel, but the chosen site shall be subject to the approval of the Employer the local authorities and, where applicable, the Project Liaison Committee (PLC) associated with the project.

The standard of the Contractor's camp, offices, accommodation, ablution, and other facilities must comply with the requirements of all local authority, environmental and industrial regulations concerned. The Contractor is to fully familiarise himself with all local by-laws and Government regulations for the employment, transport and accommodation of labour on site.

The Contractor shall particularly note that there is a high risk of theft, vandalism and damage to property in this area and strict security will be required for all plant, establishment, temporary works and partially completed works. The Contractor shall be responsible for providing security for all plant, establishment, temporary works and partially completed works.

## **1.5 Additional requirements for construction activities**

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

## **1.6 Project programme**

The Contractor shall submit a detailed project programme which clearly shows activities on the critical path and milestone dates that must be on or before the targeted dates of the department in terms of this project.

## **2. ENGINEERING**

All engineering work must be in accordance with the Standards and Policies approved and used by the Department of Public Works. The designs must meet the essential requirements of the National Building Regulations (in terms of facilities for disabled people or persons). All designs and drawings are to be approved by the Employer before construction.

The contractor will be responsible for all environmental aspects, testing, investigations, surveys, analysis, services and all other relevant matters pertaining to the design of the project.

## **3. PROCUREMENT**

The contractor shall procure goods and services according to the Employer's standards.

The contractor is to provide employment and skills development opportunities to targeted labour. All participation goals are to be met in line with the Employers policies and targets.

Goods are to be procured and obtained from local sources as stipulated within the content of this document.

#### **4. CONSTRUCTION**

##### **4.1 Applicable SANS 2001 standards for construction work**

All construction work must conform with the relevant SABS or SANS specifications'

#### **5. MANAGEMENT**

##### **5.1 Applicable SANS 1921 standards**

The following parts of SANS 1921 and associated specification data are applicable:

###### **5.1.1.1 Additional clauses:**

###### **(a) Site meetings and procedures**

Site meetings shall be convened monthly The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site memoranda book, a complete set of contract working drawings and a copy of the procurement document, and shall make these available at all reasonable times to all persons concerned with the contract.

###### **(b) Water and electricity**

The Contractor is to provide water and electricity as described in clause 4.19 of FIDIC SILVER BOOK.

###### **5.1.1.2 SANS 1921-6 Part 6: HIV/AIDS awareness**

The Contractor as an obligation of the contract is required to promote HIV/AIDS awareness in accordance with requirements of SANS 1921-6

##### **5.2 Recording of weather**

The Contractor shall erect a rain gauge and record the rainfall. This information together with other details of the prevailing weather conditions shall be recorded in the daily site diary.

##### **5.3 Unauthorized persons**

The Contractor shall keep unauthorized persons away from the Works at all times. Under no circumstances may the Contractor's personnel be accommodated on the site.

##### **5.4 Management meetings**

Meeting will be arranged at site handover

##### **5.5 Forms for contract administration**

The bidder is to provide three copies of FIDIC Silver Book 2017, standard forms for 'Site Diary', 'Site Memoranda', 'Requests for Inspection' and any others deemed to be necessary during the contract.

##### **5.6 Electronic payments**

Payment to the contractor will be done as per the departmental financial systems.



### **5.7 Daily records**

A site diary is to be compiled by the Construction Manager and the Contracts manger on site and is to be agreed and signed by both parties. The original signed copy is to be retained by the Employer.

The Contractor is to keep daily records of people and equipment on site in a format to be agreed by the Employer and is to provide copies to the Employer when requested.

### **5.8 Payment certificates**

Details of measurements will be confirmed together with the bill of quantities and programme before payment is made within 30 days after the receipt of a valid payment certificate.

### **5.9 Permits**

No security/entrance permits are required by the Contractor's personnel to enter the site.

### **5.10 Proof of compliance with the law**

There are requirements for the Contractor to verify compliance with any legislation.

### **5.11 Submission of reports**

The bidder should also submit monthly progress reports throughout the entire duration of the contract.

### **5.12 Skills Development**

The contractor shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No.43495 of 3 July 2020.

## **C3.2 GENERAL SPECIFICATIONS**

## C3.2 GENERAL SPECIFICATIONS

The general specifications on which this contract is based are as per the following document as prepared by the Department of Public Works: General Specification (Edition 2; August 2014). This document can be found on the Website of the Department of Public Works: [www.publicworks.gov.za](http://www.publicworks.gov.za).

### C3.2.1: PROJECT SPECIFICATIONS

#### DETAILED SPECIFICATIONS PER ACTIVITY

The department will fully remunerate the consortium after the completion of each stage as per our National Framework for Infrastructure Delivery and Procurement Management (FIDPM policy). Therefore, it is the responsibility of the Consortium to ensure that each stage as listed on **SCHEDULE B** - Engineering and Design Works and **SCHEDULE C** - Construction Works and Close-out is approved before moving to the next stage.

#### SCHEDULE A: PRELIMINARIES

SECTION	DESCRIPTION
A1	<b>TIME RELATED</b> - Time related obligations should include but not limited to the monthly running costs of the project. This should ensure that all tools, space and requirements needed to complete assessments, designs, drawings and documentation is acquired. For construction the contractor should account for all site offices, laboratories, accommodation, running costs of electricity, water, sewage, internet, telephone and other monthly costs required to perform tasks.
A2	<b>FIXED</b> - Fixed obligations should include but not limited to the setting up his organization, personnel, camps, accommodation, ablution and other facilities, offices, stores, workshops, other temporary structures, fencing, testing facilities and constructional plant on site and the removal of at completion of the contract. This obligation should also include all insurances, sureties and professional indemnities for the project. All insurances, sureties and professional indemnities should be aligned with the total form of offer.
A3	PROVISIONAL SUM – Sums stated provisionally by Technician. a) For work to be executed by the contractor and valued in terms of the “ valuation of variations” clause in the conditions of contract.....unit: Stated sum. b) 1 For work to be executed by the Employer or a nominated subcontractor.....unit: Stated sum. 2) Overheads, charges and profit on (1) above .....unit: % = R_____ 3) Specified activities (if any) associated with (1) and (2) above Unit: sum (or Rate/Unit)

**SCHEDULE B: ENGINEERING AND DESIGN WORKS**

SECTION	DESCRIPTION
B1	<p data-bbox="421 324 1374 416"><b>CONDUCT ASSESMENTS (EXPROPRIATION, IDENTIFICATION OF SERVICES, SURVEYS, ANALYSIS OF SITE AND TESTS AND SITE INVESTIGATIONS REQUIRED FOR DESIGN)</b></p> <p data-bbox="421 448 1374 510">All work completed under activity B1 is to conform to, but not limited to SANS and all other relevant design code documents.</p> <p data-bbox="421 539 1374 631">The relevant statutory and legislative compliance information needs to be obtained by the bidder relating to all services (wayleaves), expropriation and mining activities.</p>

<b>B2</b>	<p><b>PREPARE INITIAL CONCEPT DESIGN AND RELEVANT DOCUMENTATION. ESTABLISH ANY FURTHER SURVEYS, TESTS AND/OR INVESTIGATIONS.</b></p> <p>All work completed under this activity to conform to, but not limited to all relevant design code documents.</p> <p><b>FIPDM Stage 1 - Concept (Preliminary Design)</b></p> <p>Document the initial design criteria, cost plan, design options and the selection of the preferred design option, or the methods and procedures required to maintain the condition of infrastructure for the project.</p> <p><b>Stage 1 is complete when the Concept Report or the Feasibility Report as per the Department's prescribed format, is approved.</b></p>
<b>B3</b>	<p><b>PREPARE DETAILED DESIGNS AND DRAWINGS</b></p> <p>All work completed under this activity to conform to, but not limited to all relevant design code documents.</p> <p><b>FIPDM Stage 2 – Design Development (Detailed Design)</b></p> <p>Design Development which shall include the following phases</p> <ul style="list-style-type: none"> <li>• Concept</li> <li>• Preliminary</li> <li>• Detailed design</li> </ul> <p>A design development report which develops in detail the approved concept to finalise the design and definition criteria, sets out the integrated developed design, and contains the cost plan and schedule for one or more packages.</p> <p><b>Stage 2 is complete when the Design Development Report, as per the Department's prescribed format, is approved.</b></p>
<b>B4</b>	<p><b>PREPARE <i>working drawings and method statements</i></b></p> <p>All work completed under this activity to conform to, but not limited to Construction Quality Control Manual.</p> <p><b>FIPDM Stage 3 – Design Documentation</b></p> <p>Design Documentation which shall include the following</p> <ul style="list-style-type: none"> <li>• Tender Documentation.</li> </ul> <p>Production information which provides the detailing, performance definition, specification, sizing and positioning of all systems and components enabling either construction (where the contractor is able to build directly from the information prepared) or the production of manufacturing and installation information for construction.</p> <p><b>Stage 3 is complete when the Design Documentation Report (Draft Contract Document), as per the Department's prescribed format, is approved.</b></p>

**SCHEDULE C: CONSTRUCTION AND CLOSE OUT**

SECTION	DESCRIPTION
C1	<p><b>IMPLEMENT THE CONSTRUCTION AND MAINTENANCE OF THE DAM BUILDINGS INCLUSIVE OF ALL ACCEPTANCE TESTS (SUPPLY OF MATERIALS AND CONSTRUCTION)</b></p> <p>All work completed under this activity to conform to, but not limited to SANS and other relevant Construction Quality Control Manual</p> <p><b>FIPDM Stage 4 - Works</b></p> <p>Administration and Monitoring of the Works Contract Completed works which are capable of being occupied or used.</p> <p><b>Stage 4 is complete when the Takeover Certificate (Practical Completion Certificate) is issued, as per the FIDIC Silver Book 2017 prescribed format, is approved.</b></p>
C2	<p><b>CLOSE OUT (MATERIAL AND DRAWING AS-BUILTS, HANDOVER DOCUMENTATION TO CLIENT AND PREPARE FINAL ACCOUNTS FOR PROJECT)</b></p> <p>Work carried out for this activity is in accordance with the Department Standards.</p> <p><b>FIPDM Stage 5 – Handover</b></p> <p>Finalise and assemble record information which accurately reflects the infrastructure that is acquired, rehabilitated, refurbished, or maintained.</p> <p><b>Stage 5 is complete when the Handover/Record Information Report, as per the Department's prescribed format, is approved.</b></p> <p><b>FIPDM Stage 6 - Close-Out</b></p> <p>Works with notified defects corrected and certificates of final completion are issued in terms of the contract, final account settled, record information archived, and the close-out report issued.</p> <p><b>Stage 6 is complete when the Close-out Report, as per the Department's prescribed format, is approved.</b></p>

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

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

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



## **PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION**

### **C1. SCOPE**

The Employer recognises environmental management as a key component of infrastructure development and as part of its environmental policy has developed this environmental management specification as a tool for continual improvement in environmental performance.

This environmental management specification prescribes the methods by which proper environmental controls are to be implemented by the Contractor. The duration over which the Contractor's controls shall be in place cover the construction period of the project as well as the limited time after contract completion defined by the FIDIC SILVER BOOK 2017 as the Defects Notification Period (maintenance period).

### **C2. ENVIRONMENTAL MANAGEMENT PLAN**

In order to ensure that the construction work is carried out in an environmentally sensitive manner, strict compliance with the Environmental Management Plan (EMP) guidelines is required. The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
  - (i) Minimise disturbance of the natural environment,
  - (ii) Prevent pollution of land, air and water,
  - (iii) Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

### **C3. ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS**

Environmental compliance is the contractor's responsibility in totality in relation to the project (e.g. EIA and WULA. etc.)

The appointment of an independent environmental control officer shall be the sole responsibility of the contractor.

The Contractor is responsible for amending the existing EMP and implementation of this EMP to ensure sound environmental management during the construction phase of a project.

The Contractor shall receive and implement any instruction issued by the Employer relating to compliance with the EMP including the removal of personnel or equipment.

Compliance with the provisions contained herein or any condition imposed by the environmental approvals, shall become the responsibility of the Contractor through an approved Environmental Officer (EO). The Contractor shall nominate a person from among his site personnel to fulfil this function and submit to the Employer for his approval the curriculum vitae of the proposed EO. This request for approval shall be given, in writing, at least fourteen days before the commencement of any construction activity clearly setting out reasons for the nomination, and with sufficient detail to enable the Employer to make a decision.

Once a nominated representative of the Contractor has been approved as the EO, the EO shall be the responsible person for ensuring that the provisions of this EMP are complied with for the duration of the contract. The EO shall submit monthly written reports of compliance with the EMP to the Employer.

In addition to the compliance duties relating to this EMP, the EO shall also provide full cooperation whenever the Contractor is subjected to regular environmental audits.

#### **C4. TRAINING AND INDUCTION OF EMPLOYEES**

The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes subcontractors and local labour). The EMP shall be part of the terms of reference for all contractors, subcontractors and suppliers.

#### **C5. COMPLAINTS REGISTER AND ENVIRONMENTAL INCIDENT BOOK**

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the Construction Manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter or email),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

#### **C6. SITE CLEANLINESS AND NEATNESS**

- Location of a construction camp is to be approved by the Employer and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1,8m diamond mesh fence or similar approved.
- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

#### **C7. ACCESS**

- Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.
- Access roads utilised by the Contractor must be maintained in good condition.

#### **C8. BORROW PITS**

- Mining authorisations (permits) for borrow pits must be obtained from the Department of Mineral Resources (DMR) in consultation with the Department of Water and Sanitation (DWS).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DMR and DWS.

#### **C9. DUST CONTROL / AIR QUALITY**

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working condition and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

**C10. FAUNA**

- Contractors' and subcontractors' staff and workers may not chase, catch or kill animals encountered during construction.

**C11. FIRE PREVENTION AND CONTROL**

- Smoking is prohibited in the vicinity of flammable substances.
- The Contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owners' lands.

**C12. GRAVE SITES**

- Grave sites in close proximity to the project must not be disturbed during construction.

**C13. MATERIALS HANDLING AND SPILLS MANAGEMENT**

- Any hazardous materials to be used during construction (e.g. lime, fuel and paint) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel or petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (potentially hazardous materials on site include paint, oil, grease, fuel and turpentine).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The Contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

**C14. NOISE**

- Noise generating activities must be restricted to between 07:00 and 17:00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

**C15. POLLUTION CONTROL**

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

**C16. RIVERS AND STREAMS**

- During construction, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.

- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

#### **C17. SAFETY**

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children during construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the construction phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction phases.

#### **C18. SOIL MANAGEMENT**

- Storm water drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of storm water.
- Spoil from cuts may be used in existing erosion gullies.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary, an absorbent such as Peat Sorb should be used to aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and refuelling of vehicles must only be carried out at the construction camp.

#### **C19. WORKER CONDUCT**

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the speed limits on public roads or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the roadsides, including both the public and private roads.
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

#### **C20. TRAFFIC DISTURBANCES AND DIVERSIONS**

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

**C21. VEGETATION**

- Only vegetation falling directly on the buildings must be removed where necessary.
- Alien vegetation within the project must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas during construction must be replaced with indigenous vegetation after construction has been completed.

**C22. WASTE MANAGEMENT**

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The Contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, and contaminated wash water) must be stored in leakproof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Employer.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood and concrete packets) on completion of the day's work.
- Any spill around the container

### C3.3.2 PARTICULAR SPECIFICATIONS

#### PART E: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

##### E1. SCOPE

This part covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy working environment for all employees, subcontractors, the Employer, inspectors and all other persons entering the site of works.

This specification shall be read in conjunction with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993 and amendment Act No 181 of 1993) and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Act and Construction Regulations.

In terms of the OHSA Agreement in Section C1.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible for compliance with all provisions of OHSA 1993 and the Construction Regulations 2014.

This specification and the Contractor's own Health and Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by inspectors, the Employer, the Construction Health and Safety Agent, subcontractors, employees, representatives of trade unions and any other persons entering the site of works.

##### E2. DEFINITIONS

For the purpose of this contract the following shall apply:

E2.1 "**Construction Health and Safety Agent**" (CHSA) means any competent person who acts as a representative for the Employer in managing health and safety on a construction project for the Employer and who has satisfied the registration criteria of the SACPCMP to perform the required functions.

E2.2 "**Contractor**" where used in the contract documents and in this specification, means the Contractor as defined in the FIDIC SILVER BOOK, and it shall have the exact same meaning as "**principal contractor**" as defined in the Construction Regulations 2014. "**Contractor**" and "**principal contractor**" are therefore interchangeable and shall be read in the context of the relevant document.

In this specification the terms "**principal contractor**" and "**contractor**" are replaced with "**Contractor**" and "**subcontractor**" respectively.

For the purpose of this contract the Contractor will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

E2.3 "**Employer**" where used in the contract documents and in this specification, means the Employer as defined in the FIDIC SILVER BOOK and it shall have the exact same meaning as "**client**" as defined in the Construction Regulations 2014. "**Employer**" and "**client**" are therefore interchangeable and shall be read in the context of the relevant document.

E2.4 "**Employer's Agent**" where used in this specification, means the Employer's Agent as defined in the FIDIC SILVER BOOK or the employer.

##### E3. EMPLOYER'S BASELINE RISK ASSESSMENT

###### E3.1 Risk information

The information presented in this clause is based on the Employer's baseline risk assessment prepared specifically for this contract.

This information describes the type of work required in terms of this contract that will be accompanied by dangers, hazards and risks which the Contractor shall be required to identify, analyse, manage, monitor and review in terms of the Health and Safety Plan and risk assessments.

This information is neither prescriptive nor exhaustive and is provided as a guideline to Tenderers in preparing their tender submissions, and to the successful Contractor as a basis for the preparation of the site-specific risk assessments to be performed by the Contractor in terms of Construction Regulation 9.

Tenderers shall make their own assessment of the dangers, hazards and risks that can be expected during the course of this contract, which may include dangers, hazards and risks not identified in the baseline risk assessment, including those that may arise from specific methods of construction employed by the Contractor, and shall make due allowance in their tendered rates and prices for all costs related to complying with the provisions of the Act and Construction Regulations.

This information is given in good faith for the guidance of Tenderers, and no additional payment shall be made as a result of any inaccuracies, discrepancies or omissions contained therein.

### **E3.2 Baseline risk assessment**

The following is a list of risks identified which forms the Baseline Risk Assessment for the project prepared by the Employer in terms of Construction Regulation 5(1)(a).

### **E3.3 Guidelines for construction and maintenance projects under Covid-19 Lockdown**

The Contractor shall comply with any COVID- 19 Regulations issued by Government.

## **E4. APPLICATION FOR CONSTRUCTION WORK PERMIT**

Where the contract meets the requirements of Construction Regulation 3, the Employer must at least 30 days before commencement of the work and in accordance with the requirements of Construction Regulation 3, apply to the Provincial Director of the Department of Labour in writing for a construction work permit to perform construction work..

A copy of the construction work permit must be kept on site in the occupational health and safety file, available for inspection by inspectors, the Employer, the Employer's Agent, the Construction Health and Safety Agent, subcontractors, employees, representative trade unions and any other persons on the site. The Provincial Director will assign a site-specific number for each construction site, which must be conspicuously displayed at the main entrance to the site.

## **E5. NOTIFICATION OF CONSTRUCTION WORK**

Where the contract meets the requirements of Construction Regulation 4, the Contractor shall, before commencement of the work and in accordance with the requirements of Construction Regulation 4, notify the Provincial Director of the Department of Labour of the intention to carry out the construction work.

A copy of the notification form must be kept on site, available for inspection by inspectors, the Employer, the Employer's Agent, the Construction Health and Safety Agent, subcontractors, employees, representative trade unions and any other persons on the site. A copy of the notification form shall also be kept on the health and safety file, and a further copy shall be forwarded to the Employer for his records.

## **E6. HEALTH AND SAFETY PLAN**

Before commencement of any construction work, the Contractor shall prepare a project specific Health and Safety Plan complying with the requirements of Construction Regulation 7(1)(a) and this Health and Safety Specification.

The Health and Safety Plan must include a risk assessment performed and recorded in writing by a competent person as required in terms of Construction Regulation 9. The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards identified.

The Health and Safety Plan shall be available on site for inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees, representative trade unions, and health and safety representatives and committee members, and must be monitored and reviewed periodically by the Contractor.

## **E7. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS**

### **E7.1 Appointments**

The Contractor shall appoint in writing all employees.

The Contractor shall appoint in writing all subcontractors, and such appointments shall be in compliance with the requirements of Construction Regulation 7.

### **E7.2 Health and safety induction training**

No person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site.

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo health and safety induction training by a competent person before commencement of construction work in compliance with Construction Regulations 7(5) and 9(3) and (4).

The Contractor shall ensure that all visitors to the construction site undergo health and safety induction and are provided with the necessary personal protective equipment in compliance with Construction Regulation 7(6).

### **E7.3 Medical certificate of fitness**

The Contractor shall ensure that every employee, including subcontractors and their employees, has a valid medical certificate of fitness issued in compliance with Construction Regulation 7(1)(g) or 7(8) as applicable.

## **E8. APPOINTMENT OF SAFETY PERSONNEL**

### **E8.1 Construction manager**

Refer to Construction Regulation 8(1), (2), (3) and (4).

The Contractor shall appoint a full-time **Construction Manager** with the duty of managing all the construction work on the site, including the duty of ensuring occupational health and safety compliance.

The Contractor may also have to appoint one or more **assistant construction managers** to assist the Construction Manager where justified by the scope and complexity of the works.

### **E8.2 Construction health and safety officer**

Refer to Construction Regulation 8(5) and (6).

Taking into consideration the size of the project and the dangers, hazards or risks that can be expected, the Contractor shall appoint in writing a full-time or part-time **construction health and safety officer** to assist in the control of all health and safety related aspects on the site. The construction health and safety officer shall be registered as required by the Chief Inspector of the Department of Labour and shall have the necessary competencies and resources to assist the Contractor.

### **E8.3 Construction supervisor**

Refer to Construction Regulation 8(7), (8), (9) and (10).

The Contractor shall appoint a **construction supervisor** responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

The Contractor may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.



#### **E8.4 Health and safety representatives**

In terms of Sections 17 and 18 of the Act (OHSA 1993) the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a health and safety representative whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 50 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery, etc. on a regular basis, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

#### **E8.5 Health and safety committee**

In terms of Section 19 of the Act (OHSA 1993), the Contractor (as employer) shall establish one or more **health and safety committees** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

#### **E8.6 Competent persons**

The Contractor shall appoint in writing designated competent employees and/or other competent persons as required by the Act and Regulations. Such appointments shall be in accordance with the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work in all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities for compliance with **all** requirements of the Construction Regulations.

### **E9. RECORDS AND REGISTERS**

The Contractor shall keep records and registers related to health and safety on site as required by the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract. Such records and registers shall be available for periodic inspection by inspectors, the Employer, the Employer's Agent, the Construction Health and Safety Agent, subcontractors, employees and representatives of trade unions.

### **E10. CONTRACTOR'S RESPONSIBILITIES**

For this contract the Contractor will be the mandatary of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2014.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) in terms of C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993', to confirm his status as mandatary (employer) for the contract under

consideration.

***The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations, as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.***

## **C4 SITE INFORMATION**

**C4.1 ENVIRONMENTAL MANAGEMENT PLAN**

**C4.2 MIDMAR RAINFALL INFORMATION**

## **C4.1 ENVIRONMENTAL MANAGEMENT PLAN**

### **C4.1 ENVIRONMENTAL MANAGEMENT PLAN**

The Environmental Management Plan (EMP) on which this contract is based is as per Midmar Dam Environmental Management Plan.. The EMP must be review and amended to include the contrition of the new buildings and the maintenance of the old ones.

## C4.2 RAINFALL RECORDS

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