



DEPARTMENT OF WATER AND SANITATION

DUE AT 11:00 ON

(CLOSING DATE: 30 JUNE 2025)

DWS01 0525 WTE

**MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION,
COMMISSIONING AND SITE SUPERVISION FOR THE REFURBISHMENT
OF DARLINGTON DAM. ONLY RESPONDENTS WITH CIDB GRADING
8ME OR HIGHER ARE ELIGIBLE TO BID**

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: 9 June 2025

Time: 11:00

Venue: Darlington dam [site]

(GPS co-ordinates 33° 9'56"S, 25° 2'27"E)

TAKE NOTE: T 1.2 Tender data – Clause 5.7: Compulsory clarification meeting requirements

Name of Tenderer:

COMPILED BY:
**DEPARTMENT OF WATER AND SANITATION: STRATEGIC INFRASTRUCTURE ASSET
MANAGEMENT**



DEPARTMENT OF WATER AND SANITATION

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DAM. ONLY RESPONDENTS WITH CIDB GRADING 8ME OR HIGHER ARE
ELIGIBLE TO BID**

PROCUREMENT DOCUMENT

Based on GCC - The General Conditions of Contract for Construction Works, 3rd Edition (2015), published by the South African Institution of Civil Engineering

Issued by:

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

Prepared by:

Operations South
Department of Water and Sanitation

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CONTENT OF DOCUMENT

THE TENDER

Part T1: Tendering procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender data

Part T2: Returnable documents

T2.1 List of Returnable documents

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THE CONTRACT

Part C1: Agreements and Contract data

C1.1 Form of offer and acceptance

C1.2 Contract data

Part 1 – Data by the *Employer*

Part 2 – Data by the *Contractor*

C1.3 Pro-forma Performance guarantee

C1.4 Occupational Health and Safety Agreement

Part C2: Pricing data

C2.1 Pricing Instructions

C2.2 Bill of Quantities

Part C3: Scope of work

C3 Scope of work

Part C4: Site Information

C4. Site Information

Appendix A: Drawings

Appendix B: Particular Specification DLD

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

The Department of Water and Sanitation has invited contractors to enter into a contract for manufacturing, supply, delivery, installation, commissioning and site supervision for the refurbishment of the outlet works, for Darlington dam project, Eastern Cape.

This contract will be based on GCC - The General Conditions of Contract for Construction Works, 3rd Edition (2015), published by the South African Institution of Civil Engineering.

Tenderers must have a CIDB contractor grading designation of 8ME or higher.

Documents may be downloaded from the Department of Water and Sanitation website at www.dws.gov.za and from National Treasury website at www.etenders.gov.za.

Queries relating to the issue of these documents may be addressed in writing to bidenquirieswte@gov.za and

A compulsory site clarification meeting with representatives of the Employer will take place at Darlington dam Site (All bidders to gather at gate entrance to site, GPS co-ordinates 33° 9'56"S 25° 2'27"E – see Submission Data for further particulars) on 9 June 2025 starting 11:00 hrs.

The closing time for receipt of tenders is 11:00 hrs on 30 June 2025. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

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

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

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T1.2 TENDER DATA

The conditions of tender are those contained in the latest edition of SANS ISO 10845-3: 2022 Ed2, Construction Procurement – Part 3: Standard conditions of tender.

SANS ISO 10845-3:2022 Ed2 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 ISO 10845-3: 2022 Ed2.

Each **clause number** of data given below is cross-referenced to the clause in SANS ISO 10845-3: 2022 Ed2 to which it mainly applies.

Clause number	TENDER DATA
4	GENERAL REQUIREMENTS
4.1	The Employer is the Department of Water and Sanitation Operations Southern
4.2	DWS 9900 (2 nd Edition; July 2022) DWS 2020 DWS1601 DWS2510 (All relevant sections) Appendix A: Drawings (Digital) Appendix B: Particular Specification DLD
4.4	The employer's agent email address is: vanderwaltd@dws.gov.za
4.4	The language for communications is English

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5	ELIGIBILITY CRITERIA
5.1.1	<p>Only those Tenderers who are registered with the CIDB, prior to the evaluation of submissions, 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 CIDB 8ME or higher class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; & 2. the lead partner has a Contractor grading designation in the CIDB 8ME or higher class of construction work; and 3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a CIDB 8ME or 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>An Entity is not eligible to submit a bid if:</p> <ol style="list-style-type: none"> (a) the Tenderer does not comply with the legal requirements of the Department's Procurement Policies; (b) the Entity submitting the bid is under restrictions or has principals who are under restriction to participate in the Department's procurement due to corrupt or fraudulent practices; (c) the Tenderer does not have the legal capacity to enter into the contract; (d) the Entity submitting the bid is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing; (e) the Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; (f) the Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of the legislation applicable to the work in the contract; (g) The respondent and any of its directors/shareholders are not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 or the National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za) as a person prohibited from doing business with the public sector; (h) the Tenderer does not comply with the legal requirements of the Department's Procurement Policies; (i) the Entity submitting the bid is under restrictions or has principals who are under restriction to participate in the Department's procurement due to corrupt or fraudulent practices; (j) the Tenderer does not have the legal capacity to enter into the contract; (k) The respondent is not registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity and attached company CSD report (Annexure L); (l) The respondent has not completed the Compulsory Declaration and there are no legal reasons for not permitting the respondent from contracting with the Employer; (m) The respondent, unless a foreign supplier, is not tax compliant or provides written proof from SARS that the respondent has made arrangements to meet outstanding tax obligations. Proof of Tax pin page to be submitted (Annexure K); (n) The respondent cannot provide financial statements complying with applicable legislation for the preceding financial year within 24 months of the year end;

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	<p>(o) The respondent is not registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>(p) the Tenderer has failed to perform on any previous contract and has been given a written notice to this effect;</p> <p>(q) the Tenderer or a competent authorized representative of the Entity who submitted the tender has not attended the compulsory clarification meeting or site briefing session if applicable;</p> <p>(r) the bid-offer is not signed by a person authorized to sign on behalf of the Tenderer;</p> <p>(s) more than one bid has been submitted by a Tenderer. Each Tenderer shall submit only one bid for the same project, either individually as a Tenderer or as a partner in a joint venture. No Entity can be a subcontractor while submitting a bid individually or as a partner of a joint venture in the same bidding process. An Entity, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity. A Tenderer who submits or participates in more than one bid will cause all the proposals in which the Tenderer has participated to be disqualified;</p> <p>(t) Tenderers need to satisfy the requirement of clause 6.8 and 6.11.</p>
5.5	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.
5.7	<p>The arrangements for a compulsory site clarification meeting are as stated in the Tender Notice and Invitation to Tender. (Site clarification meeting is also referred to as site briefing session.)</p> <ul style="list-style-type: none"> DIRECTIONS: The dam site is situated in the Addo Elephant Park confining the Sundays River, near Kirkwood, in the Eastern Cape, South Africa. Restricted entry will be through the gate at GPS co-ordinates 33° 9'56"S 25° 2'27"E All the attendees will enter the gate in one group, early arrival at the rendezvous is a prerequisite. <p>From Gqeberha, take the R75 north of Wolwefontein, then the dam is accessed through the road signed as "Greystone" (GPS co-ordinates 33°12'6"S 24°50'38"E). At the T-junction, turn left, then the first right.</p> <p>From Jansenville, take the R75 south of Jansenville, then turn left onto the R400. Shortly after, turn right and follow this road to the dam.</p> <p>The gravel site access roads are regularly maintained but can get challenging under abnormal rainfall conditions.</p> <p>NOTE TO TENDERER: Personal Protective Equipment (PPE) such as safety boots will be required before entering the site to examine some aspects of the works. Since the dam is inside the Addo Elephant National Park; the names of all persons to attend the meeting and the registration number of the vehicle to be used must be forwarded one week in advance to arrange entry. No ID, no entry.</p> <p>A full-time employee of the respondent who is/are duly authorised and involved in preparing submissions shall sign the attendance list in the respondent's name and get the Annexure A signed by a duly authorised DWS official.</p> <p>If addenda should be issued, it will only be issued to the respondents appearing on the attendance register.</p>
5.10	Tenderers are required to state the rates and currencies in South African Rand (ZAR).
5.12	No alternative offer will be accepted.
5.13.1	<p>Parts of each tender offer communicated on paper shall be submitted as an original, plus one (1) softcopy.</p> <p>The tenderer is requested to also provide an electronic format PDF (soft) copy on a USB flash drive of the complete tender submission and to include this in their tender submission.</p>

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5.13.2	<p>The tenderer is required to provide proof of authority for the signatory to sign the form of offer and acceptance and attach it to Annexure I, e.g., a company resolution.</p> <p>Complete and sign Annexure I</p>
5.13.4	The tenderer is required to submit with his tender the following certificates as per requirements in 6.8 and returnable documents T2.2.
5.13.5	<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>1) <u>TENDER DETAILS:</u></p> <p>Tender reference number: DWS01 0525 WTE</p> <p>Title of Tender: MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND SITE SUPERVISION FOR THE REFURBISHMENT OF DARLINGTON DAM. ONLY RESPONDENTS WITH CIDB GRADING 8ME OR HIGHER ARE ELIGIBLE TO BID.</p> <p>2) <u>DETAILS AND ADDRESS FOR DELIVERY OF TENDER OFFERS:</u></p> <p>Location of tender box THE BID BOX AT THE ENTRANCE Physical address: ZWAMADAKA BUILDING 157 FRANCIS BAARD STREET, PRETORIA, 0001</p>
5.13.5	The "ORIGINAL" and "PDF (soft) copy on USB flash disk" are to be submitted. The PDF soft copy on a USB Flash drive is to be submitted together with the "ORIGINAL" packages.
5.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers shall NOT be accepted.
5.14	Tender offer which do not provide all the data or information requested, completely and in the form required, may be regarded by the Employer as being non-responsive.
5.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
5.16.1	The tender offer validity period is 120 days.
5.19	<p>Minimum notification period for access to the Tenderers premises for inspection, test and analysis as follows:</p> <ol style="list-style-type: none"> 1) 72 hours (3 days) notification from the Employer to the Tenderer/Contractor; & 2) 72 hours (3 days) notification from the Contractor to the Employer for inspections.
5.20	The Tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Guarantee to the format included in Part C1.3 of this procurement document. (See also GCC 2015: Clause 6.2 – Security.)
6	EMPLOYER'S UNDERTAKINGS

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6.1.1	The Employer will respond to requests for clarification received up to seven (7) working days before the tender closing time.
6.2	The employer shall issue any addenda until four (4) working days before tender closing time.
6.4	Tenders will be opened immediately after the closing time for tenders at 11:00 hrs
6.8	<p>The Employer shall Determine, after opening and before detailed evaluation, whether each tender offer that was properly received</p> <ul style="list-style-type: none"> a) complies with the requirements of the standard conditions of tender in this document, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. <p>A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would</p> <ul style="list-style-type: none"> d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work, e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or f) unfairly affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. <p>The Employer shall Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
6.9	<p>Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p> <p>Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with 6.11 for</p> <ul style="list-style-type: none"> a) the gross misplacement of the decimal point in any unit rate, b) omissions made in completing the pricing schedule or bill of quantities, or c) arithmetical errors in <ul style="list-style-type: none"> 1) line-item totals resulting from the product of a unit rate and a quantity in bill of quantities or schedules of prices, or 2) the summation of the prices. <p>Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.</p> <p>Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <ul style="list-style-type: none"> d) If a bill of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected. e) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer shall be asked to revise selected item prices (and their rates if bill of quantities apply) to achieve the tendered total of the prices. <p>Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of errors in the required manner.</p>

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6.11	<p>Bids will be evaluated in accordance with the new Preferential Procurement Regulations, 2022, using 90/10 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000). The lowest acceptable bid will score 90 points for price and a maximum of 10 points will be awarded for the specific goals. Maximum of 100 points will be scored for functionality (quality).</p> <p>Bids received will be evaluated on the five (5) phases namely:</p> <ol style="list-style-type: none"> (1) Mandatory Requirements, (2) Quality, (3) Price & Preference, (4) Evaluation Method 4, and (5) Administrative Compliance.
6.11	<p>1) <u>PHASE 1: MANDATORY REQUIREMENTS:</u></p> <p>Failure to submit any of the documents listed below will render your bid non-responsive and the bid will be disqualified.</p> <p>An Entity is only eligible to move to phase 2 of the evaluation if:</p> <ol style="list-style-type: none"> 1) The Tenderer or a competent authorized representative of the Entity who submitted the tender has attended the compulsory clarification meeting (site briefing session), and submitted: <ol style="list-style-type: none"> a) signed both the attendance register; and b) submit a Certificate of attendance at compulsory clarification meeting (Annexure A) as per clause 5.7. 2) The Tenderer is registered with the Construction Industry Development Board in a contractor grading designation of 8ME or higher. Proof of active CIDB registration to be submitted (Annexure J); 3) Financial statements are submitted, showing an annual turnover of at least R60 million for the best financial year in the recent two years (Annexure H). 4) The CV showing minimum 7 years of relevant experience post qualification (BEng Mechanical / BSc Mechanical) in the bulk water industry working on hydro-mechanical equipment, certified copies of qualifications and proof of active PrEng registration with the Engineering Council of South Africa (ECSA) is attached for the Professional Mechanical Engineer (PrEng) who will be a key member of the project team. Candidate registrations will not be accepted. 5) The CV showing minimum 6 years of relevant experience post qualification (Qualification in Built Environment recognised by SACPCMP) in construction management on large infrastructure projects, certified copies of qualifications and proof of Pr. CM registration with the South African Council for Project and Construction Management Professions (SACPCMP) is attached for the Professional Construction Manager (Pr. CM) who will be a key member of the project team. Candidate registrations will not be accepted. 6) Proof of CHSO registration with the SACPCMP is attached for the Construction Health and Safety Officer (CHSO) who will be a key member of the project team. Candidate CHSO registrations will not be accepted.
6.11	<p>2) <u>PHASE 2: QUALITY</u></p> <p>As explained in 6.11.9.</p> <p>The Tenderer must score a minimum of 65 points out of 100 to allow them to proceed to the next phase of evaluation. The quality evaluation shall be performed alongside at least one experienced technical professional with expertise in the hydro-mechanical field.</p>
6.11	<p>3) <u>PHASE 3: PRICE AND PREFERENCE</u></p> <p>As explained in 6.11.7 & 6.11.8.</p>
6.11	<p>4) <u>PHASE 4: EVALUATION METHOD 4</u></p> <p>As explained in 6.11.5</p>

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6.11	5) PHASE 5: ADMINISTRATIVE COMPLIANCE			
	Tenderers are required to comply with the following listed below:			
	In the case of Joint Venture: all parties need to submit the below documentation.			
	No	Criteria	Yes	No
	1	Companies must be registered with the National Treasury's Central Supplier Database and must submit a CSD report (Annexure L).		
	2	Tax compliant with SARS. Attach a copy of valid Tax Compliance Status pin page (to be confirmed through SARS) - (Annexure K).		
	3	Proof of active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach copy of Tenderer's CIPC / CIPRO certificate (Annexure G).		
	4	Proof of active registration and in good standing with the compensation fund or with a licensed compensation insurer. A valid letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 and or third parties' insurance registered with Financial Service Board (COID) to be submit (Annexure M).		
	5	Letter of appointment of duly authorized person to sign bid. Proof of such authority must be submitted with the bid. If by an individual, must be signed by that individual or by someone on his behalf duly authorised thereto and proof of such authority must be produced. If the bid is by a Company, it must be signed by a person duly authorised thereto by a Resolution of a Board of Directors a copy of which Resolution, duly certified by the Chairman of the Company is to be submitted with the bid (Annexure I).		
	6	Complete, sign, submit SBD1, SBD3.2, SBD4 & SBD6.1.		
	7	Complete, sign, submit compulsory declaration (Annexure D), preference schedule (Annexure E) & B-BBEE (Annexure F) (Failure to submit a valid copy of B-BBEE Status Level Verification Certificate or a valid original sworn affidavit, the Bidder will forfeit the relevant points allocated for B-BBEE under specific goals).		
	8	Complete, sign, submit Annexure B, C, H, N, O, P, Q, R, & S.		
	9	Initial each page of the entire tender document.		

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6.11.5	<p>The procedure for the evaluation of responsive tenders is Method 4: Financial offer, quality and preferences.</p> <p>{(Financial offer – SBD 3.2) (Quality – Annexure N), and (Preference – Annexure E)}</p> <p>The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula.</p> $T_{EV} = f_1 (N_{FO} + N_P) + f_2 N_Q$ <p>Where:</p> <p>f_1 and f_2 are fractions, f_1 equals 1 minus f_2 and f_2 equals 0,3</p> <p>N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 6.11.7 where the score for a financial offer is calculated using the following formula:</p> $N_{FO} = W_1 \times A$ <p>Where:</p> $A = \left(1 - \left(\frac{P - P_m}{P_m} \right) \right)$ <p>and W_1 equals 90</p> <p>N_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule</p> <p>N_Q is the number of tender evaluation points awarded for the quality offered in accordance with 6.11.9 where $W_2 = 100$.</p> <p>Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p>
6.11.7	<p><u>Price Score:</u></p> <p>Score for financial offers using the following formula:</p> $N_{FO} = W_1 \times A$ <p>Where:</p> <p>N_{FO} → is the number of tender evaluation points awarded for the financial offer;</p> $A = \left(1 - \left(\frac{P - P_m}{P_m} \right) \right) \quad (\text{As per Preferential Procurement Regulations, 2022})$ <p>P is the comparative offer of the tender offer under consideration. Note the comparative offer as indicated in the BOQ;</p> <p>P_m is the comparative offer of the most favourable comparative offer. Note the comparative offer as indicated in the BOQ; and</p> <p>W_1 equals 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000,00.</p>

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6.11.8

Preference Score:

Preferential Procurement Regulations, 2022, will be used to evaluate this proposal as per the applicable threshold value.

Bid proposals will be evaluated based on the 90/10 preference points system in accordance with the PPPFA Act (Act no. 5 of 2000). Where a maximum of 90 points will be awarded in respect of price and a maximum of 10 points will be awarded for specific goals.

N_p shall be calculated to a maximum of 10 points, as claimed in Table 1 below in accordance with Preferential Procurement Regulations, 2022 and described below.

Points claimed will be according to a Tenderer's specific goals as indicated in Table 1 below:

In terms of Regulation 4(2) and 5(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 tenderer's goals claimed as per Table 1 below. The tenderer goal claimed must be supported by proof / documentation as per Table 2 and the special conditions of this tender where applicable.

Table 1: Specific goals for the tender and points claimed

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)
Women Ownership	2
Disability Ownership	2
Youth Ownership	2
Location of enterprise (local equals province) – Eastern Cape	1
B-BBEE status level contribution from level 1 to 2 which are QSE or EME	3
TOTAL SCORED POINTS	10

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"Specific goals" means specific goals as contemplated in section 2(1)(d) of the PPPFA Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction of Development Programme as published in *Government Gazette* No. 16085 date 23 November 1994.

"Ownership" means the percentage ownership and control, exercised by individuals within an enterprise.

"Disability" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

- i. A blind person (in terms of the Blind Persons Act, 1968 (Act no.26 of 1968);
- ii. A deaf person, whose hearing is impaired to such an extent that he/she cannot use it as a primary means of communication;
- iii. A person who, as a result of permanent disability, requires a wheelchair, caliper or crutch to assist him/her to move from one place or another;
- iv. A person who requires an artificial limb; or
- v. A person who suffers from a mental illness (in terms of the Mental Health Act, 1973 (Act no. 18 of 1973).

"Youth" means, in respect of a person younger than 35 years of age.

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

Women, disability, and youth will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets the criterion. E.g., Company A has five shareholders each of whom own 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, this Tenderer will obtain 60% of the points allowable for this goal.

Documents/ information listed on the below Table 2 must be submitted to support and verify points claimed as per Table 1 above.

Table 2: Documents required for verification of Tenderer claimed points

Specific Goal	Required Proof Documents
Women Ownership	Completed Percentage Ownership Affidavit (Annexure 1)
Disability Ownership	
Youth Ownership	
Location of enterprise	Completed Location of enterprise affidavit (Annexure 2) and proof of ownership of premises or a valid rental agreement with the owner of such premises
B-BBEE status level contribution from level 1 to 2 which are QSE or EME	<p>B-BBEE Verification Certificates issued by a verification agency accredited by the South African National Accreditation System (SANAS) (see www.sanas.co.za/Pages/index.aspx) or, in the case of an Exempted Micro Enterprise or a Qualifying Small Enterprise, if permitted in terms of the relevant code, a duly completed sworn affidavit on the relevant and appropriate form obtained from one of the following websites:</p> <ul style="list-style-type: none"> ○ www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-QSE-Gen.pdf ○ www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-EME-Gen.pdf

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	www.abp.org.za/wp-content/uploads/2018/03/Final-CSC-EME-Affidavit-March-2018-2.pdf															
	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 bid, will be interpreted to mean that preference points for specific goals are not claimed and will not be allocated.															
6.11.9	<p>The quality criteria and maximum score in respect of each of the criteria are as follows:</p> <table><tr><th colspan="2">Quality criteria</th><th>Maximum number of points</th></tr><tr><td>1</td><td>Company Experience in Relation to Scope of Works</td><td>35</td></tr><tr><td>2</td><td>Key-personnel / Supervisory and Management Staff</td><td>25</td></tr><tr><td>3</td><td>Technical Proposal</td><td>40</td></tr><tr><td colspan="2">Maximum possible score for quality (M_s)</td><td>100</td></tr></table> <p>Quality shall be scored by not less than three evaluators in accordance with the following schedules:</p> <ul style="list-style-type: none">Annexure N: Quality Achievement Schedule <p>The minimum number of evaluation points for quality is 65. A score of less than 65 will render the bidder unresponsive.</p>	Quality criteria		Maximum number of points	1	Company Experience in Relation to Scope of Works	35	2	Key-personnel / Supervisory and Management Staff	25	3	Technical Proposal	40	Maximum possible score for quality (M _s)		100
Quality criteria		Maximum number of points														
1	Company Experience in Relation to Scope of Works	35														
2	Key-personnel / Supervisory and Management Staff	25														
3	Technical Proposal	40														
Maximum possible score for quality (M _s)		100														
6.11.9	<p><u>SCORING OF QUALITY:</u></p> <p>The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows:</p> <p>Each evaluation criteria will be assessed in terms of five indicators – no response, poor, satisfactory, good and very good. Scores of 0%, 40%, 70%, 90% or 100% will be allocated to no response, poor, satisfactory, good and very good, respectively. The scores of each of the evaluators will be averaged, weighted, and then totalled to obtain the final score for quality.</p>															

Initial _____

6.13	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the Tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity; b) the Tenderer, unless a foreign supplier, is tax compliant or provides written proof from SARS that the tenderer has made arrangements to meet outstanding tax obligations; c) the financial offer is market-related and/or represents value for money; d) the Tenderer is registered with the Construction Industry Development Board (CIDB) in an appropriate Contractor grading designation; e) 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 the National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za) as a person prohibited from doing business with the public sector; f) the Tenderer has not: <ul style="list-style-type: none"> i. abused the Employer's Supply Chain Management System; or ii. failed to perform on any previous contract and has been given a written notice to this effect; g) 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; h) the Tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance guarantee to the format included in Part C1.3 of this procurement document; i) the Tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; & 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.
6.14	<p>If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of</p> <ul style="list-style-type: none"> a) addenda issued during the tender period, b) inclusion of some of the returnable documents, and c) other revisions agreed between the employer and the successful tenderer during the process of offer and acceptance. <p>Complete the schedule of deviations attached to the form of offer and acceptance, if any.</p>
6.17	<p>The number of paper copies of the signed contract to be provided by the employer to the successful Tenderer is One (1).</p>

Initial _____



DEPARTMENT OF WATER AND SANITATION

DWS01 0525 WTE

MANUFACTURE, SUPPLY, DELIVER, INSTALLATION, COMMISSIONING AND SITE SUPERVISION FOR THE REFURBISHMENT OF THE OUTLET WORKS AT DARLINGTON DAM, EASTERN CAPE. ONLY RESPONDENTS WITH CIDB GRADING 8ME OR HIGHER ARE ELIGIBLE TO BID

T2.1 LIST OF RETURNABLE DOCUMENTS AND SCHEDULES

THE TENDER DOCUMENT MUST BE SUBMITTED AS A WHOLE i.e. All volumes (including the fully priced and extended Provisional Bills of Quantities) bound together in one single document. All forms must be properly completed in black ink as required, and the document shall not be taken apart or altered in any way whatsoever. Returnable documents and schedules shall be clearly referenced on an index page, divided and marked for ease of reference.

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

The Tenderer shall complete or provide the following returnable document/schedules:

RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES THAT WILL BE INCORPORATED INTO THE CONTRACT		
Doc. Ref. Nr.	Document / Schedule	Completed (Tick)
SBD 1	SBD 1: Invitation to Bid	
Annexure A	Certificate of Attendance at Compulsory Clarification Meeting (Site briefing)	
Annexure B	Record of Addenda to Tender Documents	
Annexure C	Proposed Amendments and Qualifications	
SBD 4	SBD 4: Declaration of Interest	
Annexure D	Compulsory Declaration	
SBD 6.1	SBD 6.1: Preference Points Claim Form: General Conditions and Definitions	
Annexure E	Preferencing Schedule	
Annexure F	B – BBEE Status Verification Certificate	

Initial _____

RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES THAT WILL BE INCORPORATED INTO THE CONTRACT		
Doc. Ref. Nr.	Document / Schedule	Completed (Tick)
Annexure G	Company Intellectual Property Commission Certificate	
Annexure H	Annual Financial Statements Declaration	
Annexure I	Authority Of Signatory	
Annexure J	Contractor Registration with Construction Industry Development Board (CIDB)	
Annexure K	TAX compliance Status	
Annexure L	Registration on National Treasury Central Supplier Database	
Annexure M	Proof of Good Standing with Compensation Commissioner	
Annexure N	Quality Achievement Schedules	
Annexure O	Schedule of Proposed sub-contractor	
Annexure P	Form of Offer and Acceptance (Part C1.1)	
Annexure Q	Contract Data (Part C1.2)	
Annexure R	Pro Forma Performance Guarantee (Part C1.3)	
Annexure S	Health and Safety Act agreement (Part C1.4)	
SBD 3.2	SBD 3.2: Bill of Quantities – Non-Firm Price (Priced and extended Bill of Quantities - Part C2.2)	

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DEPARTMENT OF WATER AND SANITATION

DWS01 0525 WTE

**MANUFACTURE, SUPPLY, DELIVER, INSTALLATION,
COMMISSIONING AND SITE SUPERVISION FOR THE
REFURBISHMENT OF THE OUTLET WORKS AT DARLINGTON DAM,
EASTERN CAPE. ONLY RESPONDENTS WITH CIDB GRADING 8ME
OR HIGHER ARE ELIGIBLE TO BID**

T2.2 RETURNABLE DOCUMENTS AND SCHEDULES

Initial _____



SBD 1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DWS01 0525 WTE	CLOSING DATE: 30 JUNE 2025		CLOSING TIME:	11:00
DESCRIPTION	REFURBISHMENT OF THE OUTLET WORKS AT DARLINGTON DAM. ONLY RESPONDENTS WITH CIDB GRADING 8ME OR HIGHER ARE ELIGIBLE TO BID.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
The bid documents must be deposited in the bid box situated at the entrance of Zwamadaka Building. 157 Francis Baard Street, Pretoria					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Department of Water& Sanitation: Bid Enquiries Office		CONTACT PERSON	Brendan Dearlove	
TELEPHONE NUMBER	012 336 8151		TELEPHONE NUMBER	NA	
FACSIMILE NUMBER			FACSIMILE NUMBER	NA	
E-MAIL ADDRESS	bidenquirieswte@dws.gov.za		E-MAIL ADDRESS	DearloveB@dws.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER 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.					

Initial _____



SBD 1

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, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC 2015) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

Initial _____

ANNEXURE A



CERTIFICATE OF ATTENDANCE AT COMPULSORY CLARIFICATION MEETING

NOTE: Unless the attendee's name, details and signature also appear on the attendance register this Certificate of attendance shall not be accepted and the tenderer's offer shall be deemed non-responsive.

This is to certify that (*Tenderer*) I,

was represented by the person of (tenderer duly authorised)

of(address)

Telephone number

named below at the compulsory meeting held for all Tenderers at (location)

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

I/we acknowledge that the purpose of the meeting was to acquaint myself/ourselves with the site conditions, scope of works and available site facilities.

I/we further certify that I/we am/are satisfied with the description of the scope of work, and/or matters incidental to doing the work specified in the tender documents, as well as the explanations given by the Department of Water and Sanitation Representative. I/we understand perfectly the work to be done, as specified and implied, in the execution of this Contract, in order for me/us to take account of everything necessary when compiling rates and prices included in the tender.

I/we have previously studied the document. I/we carefully examined the site and equipment. I/we have made myself/ourselves familiar with all the equipment likely to influence the work and the cost thereof.

I/we have attended the clarification meeting for which I/we am/are submitting the Tender and have, so far as is practicable, familiarised myself/ourselves with all information, risks, contingencies and other circumstances which may influence or affect my/our tender.

I/we acknowledge that I/we am/are acquaint with the site conditions, scope of work, available site facilities in order for me/us to take account of everything necessary to compile a responsive bid, prepare method statements, a tender programme and to price realistic rates in the tender.

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

Name:.....Signature:

Capacity:

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

(PRINTED NAME & SIGNATURE)

Name: .. Signature:

Capacity: Date and Time:

Initial

ANNEXURE B



RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

Initial _____

ANNEXURE C



PROPOSED AMENDMENTS AND QUALIFICATIONS

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

The Department reserve the rights to accept and or reject any proposed qualifications.

The Tenderer's attention is drawn to clause 6.8 of SANS ISO 10845-3: 2022 Rev2 regarding proposed qualifications and the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

Initial _____



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 interest¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

¹ 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.

Initial _____



SBD 4

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

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the Bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² 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.

² 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.

Initial _____



SBD 4

- 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.
- 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

Initial _____

ANNEXURE D



COMPULSORY DECLARATION

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

Section 1: Enterprise Details

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

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
---	--

Section 3: SARS Information

Tax reference number	
Tax compliance status pin number (unless a foreign supplier)	
VAT registration number:	<i>State Not Registered if not registered for VAT</i>
The tender is a foreign supplier (tick appropriate boxes)	<p>The tenderer:</p> <p><input type="checkbox"/> is not a resident of the Republic of South Africa; and</p> <p><input type="checkbox"/> does not have a branch in South Africa, a permanent establishment in South Africa or any source of income from South Africa.</p>

Section 4: CIDB registration number (if applicable)

CIDB Registration number	
--------------------------	--

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Attach CSD registration or summary report **not older than 7 days prior to tender closing**

Section 6: Particulars of principals

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

Full name of principal	Identity number	Personal tax reference number

Initial _____

ANNEXURE D



Attach separate page if necessary

Section 7: Declaration by tendering entity

1) Is the tendering entity, or any of its directors/trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state?

tick appropriate box ☐ yes ☐ no

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

Full Name	Identity Number	Name of State institution

Note: A controlling interest is 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.

2 Do you, or any person connected with the tendering entity, have a relationship with any person who is employed by the procuring institution?

Initial _____

ANNEXURE D



If so, furnish particulars:

.....

.....

- 3 Does the tendering entity 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 tendering for this contract?

tick appropriate box

☐ yes

☐ no

If yes, furnish particulars:

.....

.....

.....

Section 8: Record in the service of the state

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

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

Initial _____

ANNEXURE D



- ☐ an official of any municipality or municipal entity

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

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

*insert separate page if necessary

Section 9: Record of family member in the service of the state

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

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

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

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

*insert separate page if necessary

Section 10: Record of termination of previous contracts with an organ of state

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

- ☐ Yes ☐ No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary):

.....

Initial _____

ANNEXURE D



Section 10: Declaration

I the undersigned, (name) who warrants that I am duly authorised to do so on behalf of the tendering entity, in submitting the accompanying tender, do hereby make the following statements that I certify to be true and complete in every respect:

- 1) I have read and I understand the contents of this disclosure.
- 2) I understand that the accompanying tender will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3) The tendering entity has arrived at the accompanying tender offer independently from, and without consultation, communication, agreement, or arrangement with any competitor.

Note: Communication between partners in a joint venture or consortium (i.e. 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) will not be construed as collusive tendering.

- 4) 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 tender, tendering with the intention not to win the tender and conditions or delivery particulars of the products or services to which this tender invitation relates.
- 5) The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
- 6) There have been no consultations, communications, agreements, or arrangements made by the tenderer with any official of the procuring institution in relation to this procurement process prior to and during the tendering process except to provide clarification on the tender submitted where so required by the institution; and the tenderer was not involved in the drafting of the specifications or terms of reference for this tender.
- 7) I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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.
- 8) I confirm that
 - i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)

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ANNEXURE D



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

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

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

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

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

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

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

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

Initial _____



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 generally 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 **90/10** 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:
- | | POINTS |
|--|------------|
| PRICE | 90 |
| SPECIFIC GOALS | 10 |
| Total points for Price and SPECIFIC GOALS | 100 |
- 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.

Initial _____



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:

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

Initial _____



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.

Initial _____



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 (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Women Ownership	2	
Disability Ownership	2	
Youth Ownership	2	
Location of enterprise (local equals province): Western Cape	1	
B-BBEE status level contribution from level 1 to 2 which are QSE or EME	3	

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;

Initial _____

SBD 6.1



- 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:

Initial _____

ANNEXURE E



PREFERENCING SCHEDULE

1 Preference

Preferences shall be granted in respect of the following:

1.1 Ownership by women, people with disabilities and youth

The percentage shareholding of an enterprise as at the closing time for submissions of natural persons who are women, people with disabilities or youth as evidenced by:

- a) voting rights that are not subject to any limitation; and
- b) economic interest.

where

people with disabilities are people who have a long-term or recurring physical or mental, intellectual or sensory impairment which, in interaction with various barriers, may substantially limit their prospects of entry into, or advancement in, employment.

youth are people aged between 14 and 35 years (NYP 2020-2030)

1.2 Local enterprise

An enterprise which operates from a building together with its land and outbuildings located within the boundaries of the Western Cape Province as at the closing time for submissions.

1.3 B-BBEE status level contributors from level 1 or level 2 who are Exempted Micro Enterprises or Small Qualifying Enterprises

The status of an enterprise as measured in accordance with the provisions of **an applicable code of good practice** issued in terms of Section 9(1) of the B-BBEE Act of 2003 as at the closing time for submissions.

Note: The Construction Sector Code applies to the B-BBEE compliance measurement of all entities that fall within the Construction Sector i.e., all enterprises who derive more than 50% of their annual Revenue from Construction Related Activities.

2 Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide in support of their claim the following in relation to their claim, failing which their claims for preferences will be rejected:

Preference applied for	Verification document
Ownership by women	Completed Percentage Ownership Affidavit (Annexure 1)
Ownership by people with disabilities	
Ownership by youth	
Location of enterprise	Completed Location of enterprise affidavit (Annexure 2) and proof of ownership of premises or a valid rental agreement with the owner of such premises
B-BBEE status level of contributor	<p>B-BBEE Verification Certificates issued by a verification agency accredited by the South African National Accreditation System (SANAS) (see www.sanas.co.za/Pages/index.aspx) or, in the case of an Exempted Micro Enterprise or a Qualifying Small Enterprise, if permitted in terms of the relevant code, a duly completed sworn affidavit on the relevant and appropriate form obtained from one the following websites:</p> <ul style="list-style-type: none"> ○ www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-QSE-Gen.pdf ○ www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-EME-Gen.pdf ○ www.abp.org.za/wp-content/uploads/2018/03/Final-CSC-EME-Affidavit-March-2018-2.pdf

Initial _____

ANNEXURE E



3 Preferences points offered and claimed

The preference points offered by the Employer in accordance with the provisions of the Preferential Procurement Policy Framework Act of 2000 and claimed by the tenderer are as follows:

Preference claimed		Number of preference points allocation 90/10 preference points system	Preference claimed (tick relevant block)
Ownership	by women	Up to 2	
	by people with disabilities	Up to 2	
	by youth	Up to 2	
Location of enterprise	Eastern Cape Province	1	
B-BBEE status	Level 1 or level 2 contributors who are Exempted Micro Enterprises or Small Qualifying Enterprises	3	

where the points claimed for ownership are calculated separately for each type of ownership in terms of the following formula:

$$90 / 10 \text{ preference points system: } NO = 2 \times PS / 100$$

where

NO = number of points awarded to tenderer claiming a preference for ownership by women, people with disabilities or youth

PS = percentage shareholding by women, people with disabilities or youth as declared in the Percentage Ownership Affidavit

4 Declaration

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

Signature:

Name:

Duly authorised to sign on behalf of:

Telephone: Date:

Name of witness: Signature of witness:

Note: Failure to complete the declaration will lead to the rejection of a claim for a preference.

Initial _____

ANNEXURE E



Where:

people with disabilities are people who have a long-term or recurring physical or, mental, intellectual or sensory impairment which, in interaction with various barriers, may substantially limit their prospects of entry into, or advancement in, employment

Note: The Code of Good Practice on Employment of Persons with Disabilities (2015) considers “substantially limit” as “*if in its nature, duration or effects it substantially limits the person’s ability to perform the essential functions of the job for which they are being considered*” and points out that “*some impairments* are so easily controlled, corrected or lessened that they have no limiting effects.

youth are people aged between 14 and 35 years (NYP 2020-2030)

- 2) the contents of this statement are to the best of my knowledge a true reflection of the facts;
- 3) I know and understand the contents of the affidavit and I have no objection to take the prescribed oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

Deponent signature:

Date:

**Commissioner of oaths
Signature and stamp**

Initial _____

ANNEXURE E



Annexure 2: Location of enterprise affidavit

I, the undersigned,

full name and surname

identity number

hereby declare under oath that

- 1) I am a member / director / owner of the enterprise:

name :
...

trading name, if
applicable

registration
number:

physical address:
..

.....

which is an enterprise which operates from a building together with its land and outbuildings located within the boundaries of the *Western Cape* Province as at the closing time for submissions;

- 2) the contents of this statement are to the best of my knowledge a true reflection of the facts;
- 3) I know and understand the contents of the affidavit and I have no objection to take the prescribed oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

Attach proof of ownership of premises or a valid rental agreement with the owner of such premises

Deponent signature:

Date:

Commissioner of oaths
Signature and stamp

Initial _____



B – BBEE STATUS VERIFICATION CERTIFICATE

Preferencing schedule: Broad Based Black Economic Empowerment Status

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

Preamble

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

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

1 Conditions associated with the granting of preferences

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

2 Sufficient evidence of qualification

2.1 Exempted micro enterprises

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

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

2.2 Enterprises other than micro exempted enterprises

Sufficient evidence of B-BBEE Status is:

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

3 Declaration

The Tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions
- b) the tendering entity has been measured in terms of the following code (*tick applicable box*)

☐ Generic code of good practice

☐ Other – specify
- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

Initial _____

ANNEXURE F



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

Signature :

Name :

Duly authorised to sign on behalf of :

Telephone :

Fax: Date :

Name of witness Signature of witness

...

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

NOTE: ATTACHED TOGETHER WITH PREFERENCING SCHEDULE THE FOLLOWING:

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

Attached hereto this page is my / our B-BBEE Status Level verification Certificate/s. My failure to submit the certificate/s with my / our tender document may result in the award of 0 (zero) points for specific goals (as per SBD 6.1).

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

DATE:

Initial _____

ANNEXURE G



COMPANY INTELLECTUAL PROPERTY COMMISSION CERTIFICATE

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

Attached to this page: Originally certified copies of Tenderer's CIPC / CIPRO company registration documents listing all members with percentages. In the case of a joint venture, separate CIPC / CIPRO company registration in respect of each partner must be completed and submitted.

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

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

DATE:

Initial _____

ANNEXURE H



ANNUAL FINANCIAL STATEMENTS DECLARATION

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

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

- 1) The enterprise's financial year end is
- 2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable
- 3) The enterprise has compiled its financial accounts [tick one box]:
☐ internally ☐ independently
- 4) The following statement applies to the enterprise [tick one box and provide relevant information]
☐ enterprise has had its financial statements audited;
name of auditor
☐ enterprise is required by law to have an independent review of its financial statements
name of independent reviewer
☐ enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements
- 5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 24 months of the financial year end.
[Attach the income statement and the balance sheet contained in the financial statement]
- 6) The annual turnover for the best financial year is R
- 7) The available capital for the best financial year is R
- 8) The total assets as at the end of the best financial year is R
- 9) The total liabilities as at the end of the best financial year is R

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

Signed

Date

Name

Position

Tender

Initial _____

ANNEXURE I



AUTHORITY OF SIGNATORY

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

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

A. CERTIFICATE FOR COMPANY

I,, chairperson of the board of directors of

.....,

hereby confirm that by resolution of the board taken on

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

capacity of, was authorised to sign all documents in

connection with this tender for Contract reference number

..... and any contract resulting from it on behalf of the

company.

As witnesses:-

1.

Witness

.....

Chairman

Initial _____

ANNEXURE I



2.
Witness Date

B. CERTIFICATE FOR PARTNERSHIP

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

.....

hereby authorise Mr/Ms,

acting in the capacity of to
sign

all documents in connection with the tender for Contract reference number

..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Initial _____

ANNEXURE I



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

C. CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise

Mr/Ms, authorised signatory of the
company.....,

acting in the capacity of lead partner, to sign all documents in connection with the tender

offer for Contract reference number..... and any

contract resulting from it on our behalf.

Initial _____

ANNEXURE I



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

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

D. CERTIFICATE FOR SOLE PROPRIETOR.

Initial _____

ANNEXURE I



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

As witnesses:-

1.
Witness Signature: Sole owner

2.
Witness Date

E. CERTIFICATE FOR CLOSE CORPORATION

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

hereby authorise Mr/Ms,

Initial _____

ANNEXURE I



acting in the capacity of to sign

all documents in connection with the tender for Contract reference number

..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

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

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

A. CERTIFICATE FOR COMPANY

I,, chairperson of the board of directors of

.....,

Initial _____

ANNEXURE I



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

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

As witnesses:-

3.
Witness Chairman

4.
Witness Date

B. CERTIFICATE FOR PARTNERSHIP

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

.....

hereby authorise Mr/Ms,

acting in the capacity of to sign

all documents in connection with the tender for Contract reference number

and any contract resulting from it on our behalf.

Initial _____

ANNEXURE I



NAME	ADDRESS	SIGNATURE	DATE

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

C. CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms

....., authorised signatory of the

company.....,

acting in the capacity of lead partner, to sign all documents in connection with the tender offer for

Contract reference number..... and any contract

resulting from it on our behalf.

Initial _____

ANNEXURE I



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

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

D. CERTIFICATE FOR SOLE PROPRIETOR.

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

As witnesses:-

.....
Witness Signature: Sole owner

3.
Witness Date

Initial _____

ANNEXURE I



E. CERTIFICATE FOR CLOSE CORPORATION

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

.....
.....

hereby authorise Mr/Ms ,

acting in the capacity of to sign

all documents in connection with the tender for Contract reference number

and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

Initial _____

ANNEXURE J



REGISTRATION WITH CIDB

CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB

Attached to this page: certified copy of Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB).

Note 1: Only certificates for the specified category 8ME or higher class of construction works are acceptable.

The tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. (www.cidb.org.za). Tenderers whose CIDB registration expires within 21 days after close of tender should attach proof of their application for re-registration (refer to Tender Data Clause 5.1.1). In the case of a Joint Venture, a printed copy of the Active Contractor's Listing must be provided for each member of the Joint Venture, together with Joint Venture CIDB Calculation.

Name of Contractor:

.....

Contractor Grading Designation:

.....

CIDB Contractor Registration Number:

.....

Expiry Date:

.....

Attached hereto this page is my / our 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 will not be eligible to tender.

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

DATE:

Initial _____

ANNEXURE K



TAX COMPLIANCE STATUS

CONTRACTOR'S TAX COMPLIANCE STATUS

Attached to this page: Tax Compliance Status (TCS) PIN page. In the case of a joint venture, separate Tax pin page in respect of each partner must be completed and submitted.

Attached hereto this page is my / our Tax Compliance Status PIN (SARS pin) page. My failure to submit the TAX compliance status with my / our tender document may lead to the conclusion that I am / we are not Tax compliant and therefore maybe not eligible to tender.

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

DATE:

Initial _____

ANNEXURE L



REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

CONTRACTOR'S CSD REPORT

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database, containing MAAA number (www.treasury.gov.za). In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

***Affix Proof of the National Treasury Central Supplier Database to this page
(Full CSD required, not summary)***

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

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

DATE:

Initial _____

ANNEXURE M



PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER

CONTRACTOR'S LETTER OF GOOD STANDING FROM COIDA

Attached to this page: A valid letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 and or third parties' insurance registered with Financial Service Board

The tenderer shall attach to this Form evidence that he is registered and in good standing with the compensation fund or with a licensed compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act 1993 (COID) (Act 130 of 1993).

In the case of a Joint Venture, a valid letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 and or third-party insurance registered with the Financial Service Board must be provided for each member of the Joint Venture.

Affix certified Proof of Good Standing with Compensation Commissioner to this page as per the required CIDB grading

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

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

DATE:

Initial _____



QUALITY ACHIEVEMENT SCHEDULES

A1: COMPANY EXPERIENCE

[MAX POINTS: 35]

The Tenderer will receive a maximum of 35 points based on information provided in this schedule.

Evaluation shall be based on similar and successfully completed projects to qualify for maximum points. Only experience from the tendering entity, and not by staff members or sub-contractors, shall be considered.

Note that this evaluation requirement is over and above the requirements for CIDB registration at the relevant grade and focusses specifically on similar work to the scope of works completed by the Tenderer.

The Tenderer must provide at least three contactable references in the form of signed practical completion certificates as the contractor for works successfully completed **related to the installation and refurbishment of hydro-mechanical equipment in bulk water dams:**

- One project having a contract value of at least R 20 million including VAT and which has been satisfactorily completed during the last five years;
AND
- Two projects having a contract value no less than R 10 million each including VAT and which has been satisfactorily completed during the last ten years.

Tenderers are required to demonstrate their company's relevant experience with regards to the Scope of work. Complete the detail tenderer's specific experience related to this project / similar work undertaken and completed, as explained below.

Only completed projects that dealt with refurbishment and installation of hydro-mechanical equipment in bulk water dams, will be accepted for evaluation. Work related to water reticulation systems and potable water storage reservoirs do not meet the requirements for this project.

They shall supply sufficiently detail list of contracts, indicating the following:

- a) Title of project/contract;
- b) Name of client;
- c) Start and end dates of contract;
- d) Scope of services provided by Tenderer;
- e) Name and contact details of client representative.

If the contract value, project completion date and brief scope of work is not indicated the project shall not be considered for evaluation. If no commissioning certificate is attached, then the project shall not be considered for evaluation.

Initial _____

ANNEXURE N



Relevant **Overall** Experience of Company amounts to 35 points.

Table: Evaluation of Company Experience

CRITERIA	SCORING CRITERIA	POINTS
	Completed projects that dealt with installation and refurbishment of hydro-mechanical equipment in bulk water dams.	
Company experience (Total points: 35)	The Tenderer has submitted insufficient information to determine a score or does not meet the requirements above for a higher score. (0%)	0
	The company experience has not satisfied the requirements for the project in terms of experience in the scope of work required. Proof of: Two projects relating to installation and refurbishment of hydro-mechanical equipment in bulk water dams having a contract value no less than R10 million including VAT and which has been satisfactorily completed during the last ten years. No projects relating to installation and refurbishment of hydro-mechanical equipment in bulk water dams having a contract value no less than R20 million including VAT and which has been satisfactorily completed during the last five years. (40%)	14
	The company experience is complete and reasonable satisfactory. Proof of: One project relating to installation and refurbishment of hydro-mechanical equipment in bulk water dams having a contract value of at least R 20 million including VAT and which has been satisfactorily completed during the last five years. No additional projects relating to installation and refurbishment of hydro-mechanical equipment in bulk water dams having a contract value no less than R10 million including VAT and which has been satisfactorily completed during the last ten years. (70%)	24,5
	The company experience is complete and detailed. The technical level and composition of the work experience are adequate and in line with the scope of work requirement. Proof of: One project relating to installation and refurbishment of hydro-mechanical equipment in bulk water dams having a contract value of at least R 20 million including VAT and which has been satisfactorily completed during the last five years. And One project relating to installation and refurbishment of hydro-mechanical equipment in bulk water dams having a contract value no less than R 10 million including VAT and which has been satisfactorily completed during the last ten years. (90%)	31,5
	The company experience is complete and detailed. The technical level and composition of the work experience are exemplary and in line with the scope of work requirement. Proof of: One project relating to installation and refurbishment of hydro-mechanical equipment in bulk water dams having a contract value of at	35

Initial _____

ANNEXURE N



	least R 20 million including VAT and which has been satisfactorily completed during the last five years And Two projects relating to installation and refurbishment of hydro-mechanical equipment in bulk water dams having a contract value no less than R 10 million including VAT and which has been satisfactorily completed during the last ten years. (100%)	
--	--	--

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

NAME OF TENDER: _____

COMPANY NAME: _____

SIGNATURE OF TENDER: _____

DATE: _____

IMPORTANT NOTE:

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

Initial _____

ANNEXURE N



A2: Key-personnel / Supervisory and Management Staff

[MAX POINTS: 25]

The Tenderer will receive a maximum of 25 points based on information provided in this schedule.

Organisation chart or organogram showing site management reporting to top management. Curriculum Vitae including relevant experience and proof of qualifications shall be provided for the following key personnel.

Organisation Chart / Organogram

The Tenderer shall attach organisation chart or organogram showing site management reporting to top management, that clearly identifies the key resources proposed for this contract, articulating their roles and responsibilities. The following key-personal, with the required qualification, should be indicated on the organisation chart or organogram (but not limited to):

- Civil Engineer/Technologist/Technician (Bsc/Beng/BTech/Ndip)
- Artisan – Welder (Trade test certificate)
- Artisan – Construction Rigger (Trade test certificate)
- Construction Health and Safety Officer (SACPCMP CHSO)

Note: The Professional Mechanical Engineer (PrEng) and Professional Construction Manager (Pr. CM) has already been evaluated in Phase 1: Mandatory. These key personnel must also be shown on the organogram.

Key personnel

The Tenderer shall attach construction team key personnel detailed curriculum vitae, **certified copies (must have been certified by a commissioner of oath within the last six months before tender closure)** of all qualification certificates, proof of attendance for training courses and registrations certificates and must be appended to the tender for scoring of points, otherwise no points will be allocated.

A CV of the key personnel 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

Initial _____

ANNEXURE N



To attain the indicted scores, all requirements set forth under the various scoring categories must be attained. List of key personnel requirements:

A. Civil Engineer/ Technologist/ Technician (Bsc/ BEng/ BTech/ N Dip)

To score maximum points, minimum of 7 years' experience in bulk water schemes, specifically experience in grouting of mechanical equipment into civil structures is required.

B. Artisan – Welder (Trade test certificate)

To score maximum points, minimum of 6 years' experience as certified welder, with proven experience in welding of pipework is required

C. Artisan – Construction Rigger (Trade test certificate)

To score maximum points, minimum of 6 years' experience as certified rigger, with proven experience in construction rigging is required.

D. Health and Safety Officer (SACPCMP CHSO)

To score maximum points, minimum of 6 years' experience in construction health and safety is required.

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ANNEXURE N



CRITERIA	SCORING CRITERIA Experience in the bulk water sector working on water transfer schemes.	POINTS
A. Civil Engineer/ Technologist/ Technician (Bsc/ Beng / BTech/ N Dip) (Weight 7)	The Tenderer has submitted insufficient information to determine a score. No CV submitted or No experience in the bulk water sector or professional registration does not meet the requirements. (0%)	0
	The CV and supporting information did not satisfy the key personal experience requirements for the project. CV submitted with more than 1 years but less than 3 years of relevant experience. (40%)	2,8
	The CV and supporting information submitted is complete and reasonably meet the requirements. CV submitted with more than 3 years but less than 5 years of relevant experience. (70%)	4,9
	The CV and supporting information provided is complete and adequately in line with the required qualifications and experience. CV submitted with more than 5 years but less than 7 years of relevant experience. (90%)	6,3
	The CV and supporting information have satisfied the requirements for the project in terms of the key-person experience. Besides providing a “good” CV and supporting information, the proposed keyperson’s experience and qualification shows an exemplary participation as a specialist in the bulk water and hydro-mechanical field. CV submitted with 7 years or more relevant experience. (100%)	7
CRITERIA	SCORING CRITERIA Experience in the bulk water sector working on dams and water transfer schemes.	POINTS
B. Artisan – Welder (Trade test certificate) (Weight 5)	The Tenderer has submitted insufficient information to determine a score. No CV submitted or No experience in the bulk water sector or professional registration does not meet the requirements. (0%)	0
	The CV and supporting information did not satisfy the key personal experience requirements for the project. CV submitted with less than 2 years of relevant experience. (40%)	2
	The CV and supporting information submitted is complete and reasonably meet the requirements. CV submitted with more than 2 years but less than 4 years of relevant experience. (70%)	3,5
	The CV and supporting information provided is complete and adequately in line with the required qualifications and experience. CV submitted with more than 4 years but less than 6 years of relevant experience. (90%)	4,5
	The CV and supporting information have satisfied the requirements for the project in terms of the key-person experience. Besides providing a “good” CV and supporting information, the proposed keyperson’s experience and qualification shows an exemplary participation as a specialist in the bulk water and hydro-mechanical field. CV submitted with 6 years or more relevant experience. (100%)	5

Initial _____

ANNEXURE N



CRITERIA	SCORING CRITERIA Experience in the bulk water sector working on dams and water transfer schemes.	POINTS
C. Artisan – Construction Rigger (Trade test certificate) (Weight 8)	The Tenderer has submitted insufficient information to determine a score. No CV submitted or No experience in the bulk water sector or professional registration does not meet the requirements. (0%)	0
	The CV and supporting information did not satisfy the key personal experience requirements for the project. CV submitted with less than 2 years of relevant experience. (40%)	3,2
	The CV and supporting information submitted is complete and reasonably meet the requirements. CV submitted with more than 2 years but less than 4 years of relevant experience. (70%)	5,6
	The CV and supporting information provided is complete and adequately in line with the required qualifications and experience. CV submitted with more than 4 years but less than 6 years of relevant experience. (90%)	7,2
	The CV and supporting information have satisfied the requirements for the project in terms of the key-person experience. Besides providing a “good” CV and supporting information, the proposed keyperson’s experience and qualification shows an exemplary participation as a specialist in the bulk water and hydro-mechanical field. CV submitted with 6 years or more relevant experience. (100%)	8

CRITERIA	SCORING CRITERIA Experience in construction health and safety.	POINTS
D. Construction Health and Safety Officer (SACPCMP) (Weight 5)	The Tenderer has submitted insufficient information to determine a score. No CV submitted or No relevant experience or professional registration does not meet the requirements. (0%)	0
	The CV and supporting information did not satisfy the key personal experience requirements for the project. CV submitted with less than 2 years of relevant experience. (40%)	2
	The CV and supporting information submitted is complete and reasonably meet the requirements. CV submitted with more than 2 years but less than 4 years of relevant experience. (70%)	3,5
	The CV and supporting information provided is complete and adequately in line with the required qualifications and experience. CV submitted with more than 4 years but less than 6 years of relevant experience. (90%)	4,5
	The CV and supporting information have satisfied the requirements for the project in terms of the key-person experience. Besides providing a “good” CV and supporting information, the proposed keyperson’s experience and qualification shows an exemplary participation as a specialist in the bulk water and hydro-mechanical field. CV submitted with 6 years or more relevant experience. (100%)	5

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

Initial _____

ANNEXURE N



ONLY FOR DWS EVALUATION PURPOSE:
(Key person points scored allocation)

KEY-PERSON	POINTS SCORE
Civil engineer/technologist/technician	/7
Artisan - Welder	/5
Artisan – Rigger	/8
Construction health and safety officer	/5
TOTAL	/25

Initial _____

ANNEXURE N



A3: TECHNICAL PROPOSAL

[MAX POINTS: 40]

The Tenderer will receive a maximum of 40 points based on information provided in this schedule.

This technical proposal should articulate what value the tenderer will add in achieving the stated objectives for the project. The tenderer must as such explain his / her understanding of the objectives and the Employer's stated and implied requirements. He / She should further 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 and demonstrate the compatibility of those methodologies with the proposed approach.

Additionally, the tenderer should demonstrate that the required facilities is available to achieve this proposal.

The tenderer must attach its approach paper to this page. The approach paper must respond to the scope of work and outline the proposed approach / methodology relating to:

- 1) Project Approach
- 2) Preliminary method statements (please include all quality control methods and measure taken at each step)
 - a) Workshop work
 - i) Material handling; offloading, movement and flow of material in workshop
 - ii) Manufacturing of new equipment (fine screens, fine screen guides, rails, breast plates, pipework).
 - iii) Refurbishment of existing caisson.
 - iv) Refurbishment of sleeve valves.
 - b) Site work
 - i) Rigging and material handling on site
 - ii) Safe removal and installation of caisson
 - iii) Diving works
 - iv) Grouting of sleeved pipes.
- 3) Management of quality
 - a) Proposed QCP for manufacturing of new equipment and refurbishment of existing equipment (as per scope of work).
 - b) Proposed QCP for corrosion protection of new and refurbished equipment in workshop
 - c) Quality management system
- 4) Construction regulations to OHS act
- 5) Environmental management and compliance

Initial _____

ANNEXURE N



The technical proposal will be scored based on the below table. The Bid evaluation committee will score the technical proposal based on this table using their best judgment as professional technical persons. By participating in the tender process, the tenderer agrees that the score achieved with this method is final and binding.

TABLE A.6 – SANS10845-1

Score	Rating	Qualitative indicator or prompt for judgement
0%	No response	Failed to provide information.
40%	Poor	The technical approach and/or methodology is poor/unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
70%	Satisfactory	The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed, etc., is too generic.
90%	Good	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that might occur during execution. The quality plan and approach to managing risk, etc., is specifically tailored to the critical characteristics of the project.
100%	Very good	Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.

SECTION NO.	SECTION HEADING AND REQUIREMENTS	POINTS 40
1	PROJECT APPROACH: Scoring Requirements: Does the project approach align well with the Employer's objectives and Outline of services as stated in the Scope of work Sections 1 and 3 respectively? <ul style="list-style-type: none"> Include project programme in Gantt Chart form, which must show how the project will be completed in less than 36 months. If no programme is attached, no points will be awarded. 	/5
2	PRELIMINARY METHOD STATEMENTS (PLEASE INCLUDE ALL QUALITY CONTROL METHODS AND MEASURE TAKEN AT EACH STEP)	
2(a)	WORKSHOP WORK	
2(a)i	MATERIAL HANDLING; OFFLOADING, MOVEMENT AND FLOW OF MATERIAL IN WORKSHOP: Scoring Requirements / guidelines: Did the method statement adequately present methods of offloading, movement and handling of the material, including pipes, caisson and valves in the workshop with regards to the scope of work? Did the tenderer indicate that coated equipment will be: <ul style="list-style-type: none"> Lifted using broad band slings that will not damage coating on the pipes. Any other methods to ensure pipes is not damaged while handling. 	/3

Initial _____

ANNEXURE N



2(a)ii	MANUFACTURING OF NEW EQUIPMENT Scoring Requirements / guidelines: Did the method statement adequately present the manufacturing process, applicable standards and drawings to manufacture the following equipment, as a minimum: <ul style="list-style-type: none"> • New fine screens • New breast plates • New pipework • New fine screen guides • New emergency gate rails 	/3
2(a)iii	REFURBISHMENT OF EXISTING CAISSON Scoring Requirements / guidelines: Did the method statement adequately present the refurbishment process, including machining and the corrosion protection in accordance with DWS9900 of the existing caisson, as a minimum: <ul style="list-style-type: none"> • Surface preparation • Blast profile and soluble salts tests before applying corrosion protection • Two pack epoxy coating system to be applied. • DFT and pinhole testing after application of corrosion protection. 	/3
2(a)iv	REFURBISHMENT OF SLEEVE VALVES Scoring Requirements / guidelines: Did the method statement adequately present the refurbishment process, including machining and the corrosion protection in accordance with DWS9900 of the existing sleeve valves, as a minimum: <ul style="list-style-type: none"> • Surface preparation • Blast profile and soluble salts tests before applying corrosion protection • Two pack epoxy coating system to be applied. • DFT and pinhole testing after application of corrosion protection. 	/2
2(b)	SITE WORK	
2(b)i	RIGGING AND MATERIAL HANDLING ON SITE Scoring Requirements / guidelines: Did the method statement adequately present the method proposed for the safe rigging of valves, pipework and hydro-mechanical equipment into position as well as the installation thereof? No points will be allocated if the method statement does not address the method of rigging the new pipes into position inside the old outlet pipes from either the upstream or downstream sides.	/4
2(b)ii	SAFE REMOVAL AND INSTALLATION OF CAISSON Scoring Requirements / guidelines: Did the method statement adequately present the method proposed for removing and installing the caisson at each of the five intakes?	/4
2(b)iii	DIVING WORKS Scoring Requirements / guidelines:	/2

Initial _____

ANNEXURE N



	Did the method statement adequately present when diving works will be required in the project and how the safety of divers will be ensured?	
2(b)iv	GROUTING OF MECHANICAL EQUIPMENT Scoring Requirements / guidelines: Did the method statement adequately present the method and equipment to be used for the grouting of the cavity between the old and new pipes as well as the cavity between the old breastplates and new breastplates, as a minimum: <ul style="list-style-type: none"> • Grouting product to be used. See section 11 of the Scope of Works. • Application method to ensure complete filling of cavity • Required surface preparation to apply grouting product 	/4
3	MANAGEMENT OF QUALITY	
3(a)	PROPOSED QCP FOR MANUFACTURING OF: <ul style="list-style-type: none"> • NEW EQUIPMENT • REFURBISHED EQUIPMENT Scoring Requirements / guidelines: The QCP should be in accordance with: <ul style="list-style-type: none"> • Method statements submitted in section 2 of this proposal • The Scope of work and specifications The QCP should also as a min address the following: <ul style="list-style-type: none"> • The required tests and / or activities to be performed in each step of the manufacturing process. • The standard and / or acceptance requirements for each of the Steps in the manufacturing proses • How the measured / observed data is recorded Make allowance for the Hold, Witness, Surveillance and review points. For the Contractor, 3 rd Pary Inspector and Employer.	/2
3(b)	PROPOSED QCP FOR CORROSION PROTECTION OF: <ul style="list-style-type: none"> • NEW EQUIPMENT • REFURBISHED EQUIPMENT Scoring Requirements / guidelines: The QCP should be in accordance with: <ul style="list-style-type: none"> • Method statements submitted in section 2 of this proposal • The Scope of work and specifications The QCP should also as a min address the following: <ul style="list-style-type: none"> • The required tests and / or activities to be performed in each step of the corrosion protection process. • The standard and / or acceptance requirements for each of the Steps in the corrosion protection proses • How the measured / observed data is recorded Make allowance for the Hold, Witness, Surveillance and review points. For the Contractor, 3 rd Pary Inspector and Employer.	/2
3(c)	QUALITY MANAGEMENT SYSTEM: Scoring Requirements / guidelines:	/2

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ANNEXURE N



	Does the contractor address the requirements as set out in the scope of work for Section 30?	
4	CONSTRUCTION REGULATIONS TO OHS ACT: Scoring Requirements / guidelines: Does the contractor address the requirements as set out in the scope of work for Section 17?	/2
5	ENVIRONMENTAL MANAGEMENT AND COMPLIANCE: Scoring Requirements / guidelines: Does the contractor address the requirements as set out in the scope of work for Sections 42 and 44?	/2

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

DATE:

Initial _____

ANNEXURE N



SUMMARY OF QUALITY ACHIEVEMENT SCHEDULE

	QUALITY CRITERIA	MAXIMUM POINTS TO BE ALLOCATED	ALLOCATED POINTS
1	Company Experience in Relation to Scope of Works	35	
2	Key-personnel / Supervisory and Management Staff	25	
3	Technical Proposal	40	
	TOTAL	100	

Initial _____

ANNEXURE N



CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 5(1)(h) of the OHS Act 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Principal Contractor may only be appointed to perform construction work if the Client is satisfied that the Principal Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2014.

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

Declaration by Tenderer

1. I, the undersigned, hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following (Tenderers are to Circle Applicable - Yes or No):

- a) From my own competent resources as detailed in 4(a) hereafter.
- b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter:
- c) From outside sources by appointment of competent specialist Subcontractors as detailed in 4(c) hereafter:

Circle Applicable	
Yes	No
Yes	No
Yes	No

4. Details of resources I propose:
(Note: Competent resources shall include safety personnel such as a construction manager and construction safety officer as defined in Regulation 8, and competent persons as defined in Regulations 9, 10, 11, 12, 13, 14, 16, 17, 20, 21, 22, 23(1), 24, 25, 26, 27, 28 and 29, as applicable).
- a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

Initial _____

ANNEXURE N



- b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

- i) By whom will training be provided?
- ii) When will training be undertaken?
- iii) Positions to be filled by persons to be trained or hired:

- c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor:
Qualifications or details of competency of the subcontractor:

5. I, the undersigned, hereby undertake, if this tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) of the Construction Regulations, which plan shall be subject to approval by the Client.
6. I, the undersigned, confirm that copies of this company's approved Health and Safety Plan, the Client's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Principal Contractor's personnel, the Client's personnel, the Employer's Agent, visitors, and officials and inspectors of the Department of Labour.
7. I, the undersigned, hereby confirm that adequate provision has been made in the tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Client in terms of the said Regulations (Regulation 33) for failure on the Principal Contractor's part to comply with the provisions of the Act and the Regulations.
8. I, the undersigned, agree that failure to complete and execute this declaration to the satisfaction of the Client will mean that this company is unable to comply with the requirements of the OHSA 1993 Construction Regulations (2014) and accept that this tender will be prejudiced and may be rejected at the discretion of the Client.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block capitals):

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

Initial _____

ANNEXURE O



SCHEDULE OF PROPOSED SUB-CONTRACTORS

SCHEDULE OF PROPOSED SUB-CONTRACTORS

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

In order to complete the Works under this Contract, I/we propose to employ the following sub-contractors to carry out the portion/type of work as detailed. **Affix Original or Certified proof of 3 previous projects for each sub-contractor.**

(Note: All proposed sub-contractors must be listed).

Sub-contractor: Name, Address and Telephone No.	Portion/type of work to be undertaken	Previous value of work: Previous Experience:

ATTACHED: Schedule of Proposed Sub-contractor together with a pro-forma sub-contracting agreement signed by both parties

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

No	PROPOSED SUB-CONTRACTOR	ADDRESS AND TELEPHONE OF PROPOSED SUBCONTRACTOR	NATURE AND EXTENT OF WORK	PREVIOUS EXPERIENCE WITH SUBCONTRACTOR

NAME OF TENDER: _____

COMPANY NAME: _____

SIGNATURE OF TENDER: _____

DATE: _____

Initial _____

ANNEXURE P



FORM OF OFFER AND ACCEPTANCE

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

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

Initial _____

ANNEXURE Q



CONTRACT DATA

Contract data is in section – Contract C1, under C1.2

Complete this document and place back into bid at C1.2

Initial _____

ANNEXURE R



PRO FORMA PERFORMANCE GUARANTEE

Pro Forma Performance Guarantee is in section – Contract C1, under C1.3

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

Initial _____

ANNEXURE S



HEALTH AND SAFETY ACT AGREEMENT

Occupational Health and Safety Agreement is in section – Contract C1, under C1.4

Complete this document and place back into bid at C1.4

Initial _____



PRICING SCHEDULE

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

SBD 3.2 is in section – Contract C2, under C2.2

Complete this document and place back into bid at C2.2

Initial _____



DEPARTMENT OF WATER AND SANITATION

DWS01 0525 WTE

MANUFACTURE, SUPPLY, DELIVER, INSTALLATION, COMMISSIONING AND SITE SUPERVISION FOR THE REFURBISHMENT OF THE OUTLET WORKS AT DARLINGTON DAM, EASTERN CAPE. ONLY RESPONDENTS WITH CIDB GRADING 8ME OR HIGHER ARE ELIGIBLE TO BID

THE CONTRACT

C1 AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.2 CONTRACT DATA

C1.3 PRO FORMA PERFORMANCE GUARANTEE

C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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DEPARTMENT OF WATER AND SANITATION

DWS01 0525 WTE

**MANUFACTURE, SUPPLY, DELIVER, INSTALLATION, COMMISSIONING
AND SITE SUPERVISION FOR THE REFURBISHMENT OF THE OUTLET
WORKS AT DARLINGTON DAM, EASTERN CAPE. ONLY RESPONDENTS
WITH CIDB GRADING 8ME OR HIGHER ARE ELIGIBLE TO BID**

C1.1 FORM OF OFFER AND ACCEPTANCE

Initial _____



C1.1 FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE - RENDERING OF SERVICES (as per GCC 2015)

OFFER

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

MANUFACTURE, SUPPLY, DELIVER, INSTALLATION, COMMISSIONING AND SITE SUPERVISION FOR THE REFURBISHMENT OF THE OUTLET WORKS AT DARLINGTON DAM, EASTERN CAPE. ONLY RESPONDENTS WITH CIDB GRADING 8ME OR HIGHER ARE ELIGIBLE TO BID

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

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

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

.....

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

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

For the Tenderer:

Signature(s): _____

Name(s): _____

Capacity: _____

Date: _____

Initial _____



Name and address of organisation:

Signature and names of witness:

Signature(s): _____

Name(s): _____

Capacity: _____

Date: _____

ACCEPTANCE

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

The terms of the contract, are contained in

Part 1: Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2: Pricing Data

Part 3: Scope of Work

Part 4: Site Information

Part 5: Annexures

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

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Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

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

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

For the Employer:

Signature(s): _____

Name(s): _____

Capacity: _____

Date: _____

Name and address of organisation:

Signature and names of witness:

Initial _____



Signature(s): _____

Name(s): _____

Capacity: _____

Date: _____

SCHEDULE OF DEVIATIONS

Notes:

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

1. **Subject:** _____

Details _____

2. **Subject:** _____

Details _____

By the duly authorised representatives signing this Agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender schedules, as well as

Initial _____



any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

FOR THE TENDERER:

FOR THE EMPLOYER

_____	Signature(s)	_____
_____	Name(s)	_____
_____	Capacity	_____
Name and address of organisation		Name and address of organisation
_____		_____
_____		_____
_____		_____
_____	Witness signature	_____
_____	Witness Name	_____
_____	Date	_____

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DEPARTMENT OF WATER AND SANITATION

DWS01 0525 WTE

**MANUFACTURE, SUPPLY, DELIVER, INSTALLATION, COMMISSIONING
AND SITE SUPERVISION FOR THE REFURBISHMENT OF THE OUTLET
WORKS AT DARLINGTON DAM, EASTERN CAPE. ONLY
RESPONDENTS WITH CIDB GRADING 8ME OR HIGHER ARE ELIGIBLE
TO BID**

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

1.2.1 GENERAL CONDITIONS OF CONTRACT

The Contract shall be governed by the "General Conditions of Contract for Construction Works, Third Edition, 2015, refer to as GCC 2015, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685 and is obtainable from www.saice.org.za. It is supplemented with the Special Conditions of contract for the GCC and the Contract Data for GCC.

The only variations from these GCC 2015 shall be given in the Special conditions of Contract below. Whenever there is a conflict, the provisions in the Special Conditions and contract specific data of Contract shall prevail.

1.2.2 SPECIAL CONDITIONS OF CONTRACT

GENERAL

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

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

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

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

SCC 1(1) Definitions

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

Clause	Information
SCC 1.1.1	In the contract defined as: DWS01 0525 WTE MANUFACTURE, SUPPLY, DELIVER, INSTALLATION, COMMISSIONING AND SITE SUPERVISION FOR THE REFURBISHMENT OF THE OUTLET WORKS AT DARLINGTON DAM, EASTERN CAPE. ONLY RESPONDENTS WITH CIDB GRADING 8ME OR HIGHER ARE ELIGIBLE TO BID the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:
SCC1.1.1.15	"Employer" means the Department of Water and Sanitation acting on behalf of the Government of the Republic of South African and shall include the Employer's duly authorised representative.
SCC1.1.1.16	"Employers Agent" means Department of Water and Sanitation: Strategic Infrastructure Asset Management: Mechanical Asset Management or any other person appointed from time to time by the Employer and notified in writing to the Contractor.

SCC 11 CIDB Skills Development

Clause	Information
SCC11	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" (see Department of Public Works and Infrastructure, Vol. 694, Government Gazette No.48491 of 28 April 2023).

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1.2.3 CONTRACT SPECIFIC DATA

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

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

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

PART 1: DATA PROVIDED BY THE EMPLOYER		
Clause	Description	Information
1.1.1.13	Defects and liability period	12 months after final practical completion certificate issued
1.1.1.14	Due Completion Date	36 months after commencement date
1.1.1.15	The name of Employer	The Director General of the Department of Water and Sanitation
1.2.1.2	The address of the Employer	Department of Water and Sanitation Sedibeng Building 185 Francis Baard Steet Pretoria 0001
1.1.1.16	The name of the Employers Agent	Department of Water and Sanitation, Chief Directorate Water Resource Infrastructure Operations and Maintenance– Strategic Infrastructure Asset Management- Mechanical Asset Management
1.2.1.2	The address of the Employers Agent	Department of Water and Sanitation Sedibeng Building 185 Francis Baard Street Pretoria
1.1.1.26	The Pricing Strategy	Re-measurable
3.2.3	Specific approval of the Employer required	9.1 Termination of Contract 9.2 Termination by Employer
5.1.1.1	Special non-working days	1. Statuary holidays as declared by National or Regional Government. 2. Three weeks annual Builders holiday December to January (dates to be confirmed) As PER SAFCEC To Be Announced
5.8.1	Non-working days	Sundays

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5.3.1	The documentation required before commencement with works execution:	Health and Safety (Clause 4.3) Initial programme (Clause 5.6) Security (Clause 6.2) Insurance (Clause 8.6) Method Statements (as required by the applicable Specifications) Environmental Plan Quality Control Plans Other documents as specified in C3
5.3.2	The time to submit the documentation required before commencement with Works execution	28 calendar days
5.4.2	The access and possession of the Site	Shall not be exclusive to the Contractor but as set out in the Site Information (C3: Scope of work)
5.13.1	The penalty for failing to complete the Works	The penalty for failing to complete the Works is: 0.05 % of the Total Tender Sum per Calendar Day
5.14.1	Requirements for practical completion	Final QCP approved (signed off)
5.16.3	The latent defect period	The latent defect period is 10 years after date of completion
6.2	Security	Security will be provided to the value of 10% of the contract value.
6.8.2	Application of the Contract Price Adjustment Factor	Contract Price Adjustments is applicable as per Contract Price Adjustment Schedule
6.10.3	The limit of retention money	5% of the Contract Sum
8.6.1.1.2	Value of plant and materials supplied by the employer to be included in the insurance sum	Not required
8.6.1.1.3	Amount cover professional fees for repairing damage and loss to be included in the insurance sum	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum will be calculated at 10% of the claim value.
8.6.1.3	The limit of indemnity for liability insurance	The limit of indemnity for liability insurance is R 10 000 000.00 for any single claim. The number of claims during the construction and defects liability period shall be unlimited.
10.5.2	Dispute resolution by ad-hoc adjudication	Dispute resolution shall be ad-hoc adjudication.
10.5.3	The number of Adjudication Members to be appointed.	Three
10.8.1	The determination of disputes	Court proceedings

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PART 2: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the General Conditions of Contract for Construction Works, Third Edition (2015) published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed.

Each item of data given below is cross-referenced to the clause of Conditions of Contract to which it mainly applies.

FORM H CONTRACT DATA											
PART 2: DATA PROVIDED BY THE CONTRACTOR											
Clause	Description	Information									
1.1.1.9	The name of the Contractor										
1.2.1.2	The address of the Contractor	Physical address: Postal address: E-mail address: Telephone:									
6.2.1	The security to be provided by the Contractor	Performance guarantee of 10% of Contract sum.									
6.8.3	Price adjustments for variations in the costs of special materials are allowed	<table border="0"> <thead> <tr> <th>Special Material(s)</th> <th>Unit</th> <th>Rate</th> </tr> </thead> <tbody> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Special Material(s)	Unit	Rate
Special Material(s)	Unit	Rate									
.....									
.....									

(End of Section C1.2)

Initial _____

NAME OF TENDER: _____

COMPANY NAME: _____

SIGNATURE OF TENDER: _____

DATE: _____

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DEPARTMENT OF WATER AND SANITATION

DWS01 0525 WTE

**MANUFACTURE, SUPPLY, DELIVER, INSTALLATION, COMMISSIONING
AND SITE SUPERVISION FOR THE REFURBISHMENT OF THE OUTLET
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TO BID**

C1.3 PRO FORMA PERFORMANCE GUARANTEE

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C1.3 PRO FORMA PERFORMANCE GUARANTEE

Tender Reference No: DWS01 0525 WTE

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

PRO FORMA PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Employer's Agent" means:

.....

"Works" means:

"Site" means:

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

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

Amount in words:

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

Amount in words:

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

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

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

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CONTRACT DETAILS

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

1. VARIABLE PERFORMANCE GUARANTEE

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

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

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

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

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

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

2. FIXED PERFORMANCE GUARANTEE

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

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

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

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1 The Guarantor hereby acknowledges that:

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

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

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

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

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- 3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;
- 3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
- 3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
- 3.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 3.4 It is recorded that the aggregate amount of payments. required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 3.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

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Signed at:

Date:

Guarantor's signatory (1):

Capacity:

Guarantor's signatory (2):

Capacity:

Witness signatory (1):

Witness signatory (2):

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DEPARTMENT OF WATER AND SANITATION

DWS01 0525 WTE

**MANUFACTURE, SUPPLY, DELIVER, INSTALLATION,
COMMISSIONING AND SITE SUPERVISION FOR THE
REFURBISHMENT OF THE OUTLET WORKS AT DARLINGTON
DAM, EASTERN CAPE. ONLY RESPONDENTS WITH CIDB
GRADING 8ME OR HIGHER ARE ELIGIBLE TO BID**

C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

Initial _____

C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

Tender Reference No: DWS01 0525 WTE

AGREEMENT WITH MANDATORY 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.

Compensation Fund (FEMA) Number:.....

INTRODUCTION

The Employer has called for the execution of the work as set out in **Annexure 'AA'** and the Contractor undertook to carry out the work.

This Agreement is intended to comply with and constitutes the agreement contemplated in Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993, as amended, and all regulations thereunder ('OHSA').

The Contractor acknowledges and accepts that it is an employer in its own right and hereby acknowledges and accepts that it is obliged to comply with of the provisions of OHSA while on the premises of the Employer and with the conditions and safety procedures of the Employer.

The Contractor acknowledges that its duties and functions shall include that it, its employees, agents, sub - contractors and all other parties entering the premises of the Employer to execute the work in terms of Annexure 'AA' meet all the minimum requirements in terms of OHSA.

1 DEFINITIONS AND INTERPRETATION

In this Agreement, the following definitions apply unless the context otherwise requires:-

- 1.1 'Agreement' means this agreement;
- 1.2 'Construction Regulations' means the Construction Regulations promulgated in terms of Section 43 of the OHSA as regulations under the OHSA;

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- 1.3 'Contractor' means a contractor as defined in Section 1 of the Construction Regulations, and an employer as defined in Section 1 of the OHSA, who performs construction work (as defined in the Construction Regulations);
- 1.4 'Employer's Representative' means the person nominated as such in terms of clause 2.2;
- 1.5 'Contractor's Employees' means all employees, servants, contractors, and sub-contractors of the Contractor;
- 1.6 'HIRA' means Hazard Identification and Risk Assessment;
- 1.7 'Parties' means the parties to this Agreement, being the Employer and the Contractor;
- 1.8 'Premises' means all premises of an Employer, where the Contractor and the Contractor's Employees perform work or render a service for and on behalf of the Employer, as set out in Annexure 'AA';
- 1.9 In the interpretation of this Agreement, the following applies, unless the context requires otherwise:
- 1.10 The singular includes the plural and the other way around (vice versa);
- 1.11 One gender includes the other genders;
- 1.12 If a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- 1.13 A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;
- 1.14 A reference to a clause is a reference to a clause of this Agreement;
- 1.15 A reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, varied, supplemented, novated or replaced except to the extent prohibited by this Agreement or that other agreement or document;
- 1.16 A reference to a Party to this Agreement or to a Party to another agreement or document includes the Party or Party's successors and permitted substitutes or assigns;
- 1.17 A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it; and
- 1.18 Headings are for convenience only and do not affect the interpretation.

2 REPORTING

- 2.1 The person nominated by the Contractor as the competent person shall report to the Employer's Representative prior to the commencement of the work at the Premises.
- 2.2 The Employer shall nominate a person or persons as the Employer Representative, and shall notify the Contractor in writing of such nomination, including the relevant contact details of such person(s).
- 2.3 The person so nominated by the Contractor, and the Employer Representative shall meet, prior to commencement of work, which meeting shall be formally minuted.
- 2.4 The purpose of such meeting includes (only when applicable):-

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- a) For the Employer to provide the Contractor with the Health and Safety Specification as contemplated in the Construction Regulations;
- b) For the Employer to provide the Contractor with any information which might affect the health and safety of any person at work carrying out construction work;
- c) The appointment or confirmation of the appointment of the Contractor in terms of the Constructions Regulations;
- d) For the Employer to communicate changes to design or construction and provide appropriate resources to the Contractor to execute the work safely;
- e) For the Employer to discuss and negotiate with the Contractor the contents of the Contractor's health and safety plan and approve the Contractor's health and safety plan; and
- f) To discuss and confirm whether the Contractor will be appointed, in writing, to act as the Employer's representative to carry out the Employer's responsibilities at the Premises.

3 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

The Contractor:-

- 3.1 Shall carry out appropriate hazard identification and risk assessments which may include baseline, issue-based and continuous, depending on the scope of the work and services to be provided.
- 3.2 Shall appoint competent persons as contemplated in the OHSA and Regulations, including the Construction Regulations. Copies of such appointments will be provided by the Contractor to the Employer's Representative.
- 3.3 Will provide appropriate health and safety training to the Contractor's Employees as contemplated in OHSA and which will include communication of information regarding the hazards associated with the work or services to be performed.
- 3.4 Shall ensure that it has an updated copy of the OHSA on the Premises at all times, and that it is accessible to the relevant appointees and the Contractor's Employees.
- 3.5 Shall ensure that all work or services are performed under the supervision of the competent persons, and shall take reasonably practicable steps to ensure that no unsafe or unhealthy work practices are carried out.
- 3.6 Shall take appropriate disciplinary and related action against any of the Contractor's Employees regarding non-compliance by such employee with any health and safety standards, policies, practices and procedures, or carries out any act or omission which impacts on health and safety.
- 3.7 Will apply its systems, including, work instructions, standards and procedures in respect of the work and/or services to be provided to the Employer.
- 3.8 Will ensure that competent persons, appointed by the Contractor, carry out over-inspection.
- 3.9 Shall ensure that the Contractor's Employees report all unsafe or unhealthy working situations immediately after they become aware of such unsafe or unhealthy work

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situations.

- 3.10 Shall report all significant unsafe or unhealthy working situations to the Employer through appropriate means, including, reports, health and safety meetings, and other communications, whichever is appropriate and applicable.
- 3.11 Shall ensure that the Contractor's Employees provide full cooperation and information if and when the Employer or the Employer Representative enquires into occupational health and safety issues concerning the Contractor, to the extent that these are relevant to the work and/or the services being provided by the Contractor at the Premises.
- 3.12 Shall make available to the Employer and the Employer Representative, on request, all and any checklists and inspection registers required to be kept by the Contractor in respect of any materials, machinery or equipment.
- 3.13 Shall be entitled to utilise the procedures, guidelines and other documentation as used by the Employer for the purposes of ensuring a healthy and safe working environment. In the event that such procedures, guidelines and other documentation are used by the Contractor, this will form part of the health and safety training and communication provided to the Contractor's Employees.
- 3.14 Shall, to the extent appropriate, implement and enforce safe work practices as prescribed by the Employer, from time to time, and it shall ensure that its responsible persons and the Contractor's Employees are made conversant with the contents of these practices, and that the Contractor's Employees adhere to such procedures.
- 3.15 Shall ensure that the Contractor's Employees do not perform any work for which a permit is required before obtaining such permit.
- 3.16 Shall, if required in terms of the OHSA, establish its own health and safety committees and ensure that health and safety meetings are held, as may be required.
- 3.17 Shall ensure that it is registered and remains registered for the duration of this Agreement, with the Compensation Commissioner, as required in terms of the Compensation for Occupation Injuries and Diseases Act No. 130 of 1993 ('COIDA'), and that all payments due to the Commissioner are made.
- 3.18 Shall ensure that it undergo medical examinations in accordance with OHSA.
- 3.19 Shall report all incidents referred to in Section 24 of the OHSA to the Department of Labour and to the Employer. The Employer retains an interest in the notification of any aforementioned incident as well as any informal investigation and/or inquiry conducted in terms of Section 32 of the OHSA.
- 3.20 Shall notify the Employer of any sub-contractor it may wish to engage to perform work on the Premises.
- 3.21 Shall ensure that the terms and conditions of this Agreement are extended to any sub-contractor who shall be bound by the terms and conditions contained in this Agreement.
- 3.22 Confirms that it has familiarised itself with the Premises and agrees to the arrangements, standards and procedures as contemplated in this Agreement.
- 3.23 Shall procure that the Contractor's Employees shall only access and exit the Premises through the main gate(s) and/or checkpoint(s) designated by the Employer.
- 3.24 Shall ensure that the Contractor's Employees observe the security rules of the Employer at all times and shall not permit any unauthorised Contractor's Employees onto the

Initial _____

Premises. The Contractor and the Contractor's Employee shall not enter any unauthorised areas.

- 3.25 Shall ensure that all materials, machinery or equipment brought by it onto the Premises is registered in accordance with the Employer's procedures.
- 3.26 Shall ensure that an adequate and appropriate supply of fire protection and first aid facilities are provided for the work or services to be performed on the Premises by the Contractor's Employees.
- 3.27 Shall, in cooperation with the Employer, make the Contractor's Employees familiar with all fire precautions at the Premises.
- 3.28 Shall ensure that the area where the work is performed is at all times maintained to reasonably practicable levels of hygiene and that it maintains the area immediately surrounding the area where the work or services is being performed, to reasonably practicable level of cleanliness.
- 3.29 Shall ensure, to the extent reasonable practicable, that neither it nor the Contractor's Employees undertake any activity which may cause environmental impairment or constitute any form of nuisance to the Employer and/or its surroundings. No intoxicating substance of any form shall be allowed on the Premises. Any person suspected of being intoxicated shall not be allowed on the Premises, save that any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.
- 3.30 Shall ensure that personal protective equipment ('PPE') which is applicable to the work being carried out by the relevant Contractor's Employees, is provided, in accordance with the provisions of the OHSA and that such PPE is used at all relevant times.
- 3.31 Shall take reasonably practicable steps to ensure that all the plant, machinery, equipment and/or vehicles used for the purposes of carrying out the work or providing the services at the Premises, comply with the provisions of the OHSA and are fit for the purpose for which they are intended.
- 3.32 Hereby acknowledges that the employees shall not be permitted to use any material, machinery or equipment of the Employer unless the prior written consent of the Employer has been obtained, in which case, the Contractor shall ensure that only those persons authorised to make use of the same, have access thereto.
- 3.33 Shall take reasonably practicable steps to ensure that all vehicles used on the Premises by the Contractor or the Contractor's Employees are in a roadworthy condition, are licensed and insured. All drivers shall have relevant valid driver's licenses and no vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs on the Premises. In the event that any hazardous substances are to be transported on the Premises, the Contractor shall ensure that the requirements of the Hazardous Chemical Substances Act No. 15 of 1973 and/or the Hazardous Chemical Substances Regulations (whichever is applicable) are complied with to the extent reasonably practicable.

Initial _____

4 INDEMNITY BY CONTRACTOR

- 4.1 The Employer shall not, save for gross negligence and/or wilful misconduct by the Employer, its employees or agents, be responsible for any loss, damage, injury or death, howsoever caused, to the Contractor or to the Contractor's Employees, and the Contractor hereby indemnifies the Employer and holds the Employer harmless against all and any claims, losses, demands, liability, costs and expenses of whatsoever nature, which the Employer may, at any time sustain or incur arising out of the circumstances referred to herein.
- 4.2 The Contractor undertakes to ensure that it carries the appropriate insurance cover, including third party public liability cover for the duration of this Agreement, the details of which shall be furnished to the Employer on demand by the Employer.

5 CLARIFICATION

In the event that Contractor requires clarification of any of the terms or provisions of this Agreement, it may do so by requesting such clarification from the Employer Representative.

6 DURATION OF AGREEMENT

This Agreement shall commence on the commencement date as set out in Annexure 'AA' and shall remain in force for all future work done for the Employer unless revoked in writing.

Thus signed at for and on behalf of the **CONTRACTOR**

On this day of 20.....

Signature _____

For and on behalf of the Contractor:

Name and Surname: _____

Company Name: _____

In his/her capacity as: _____

AS WITNESSES:

1. _____ 2. _____

Name (in capitals):

Initial _____

Thus signed at for and on behalf of the **EMPLOYER**

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

AS WITNESSES:

1. _____ 2. _____

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

Initial _____

ANNEXURE AA

NAME OF CONTRACTOR	
COMPANY REGISTRATION NUMBER	
PHYSICAL ADDRESS	
EMAIL ADDRESS	
COMPENSATION FUND NAME	
COMPENSATION FUND NUMBER	
LETTER OF GOOD STANDING ATTACHED	
COMMENCEMENT DATE	
CONTRACTOR OHS REPRESENTATIVE NAME	
CONTRACTOR OHS REPRESENTATIVE CONTACT NUMBER	
WORK TO BE PERFORMED	As per section C3 – Scope of work

Initial _____



DEPARTMENT OF WATER AND SANITATION

DWS01 0525 WTE

**MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION,
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REFURBISHMENT OF DARLINGTON DAM. ONLY RESPONDENTS
WITH CIDB GRADING 8ME OR HIGHER ARE ELIGIBLE TO BID**

THE CONTRACT

C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.2 BILL OF QUANTITIES



DEPARTMENT OF WATER AND SANITATION

DWS01 0525 WTE

MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND SITE SUPERVISION FOR THE REFURBISHMENT OF DARLINGTON DAM. ONLY RESPONDENTS WITH CIDB GRADING 8ME OR HIGHER ARE ELIGIBLE TO BID

C2.1 PRICING INSTRUCTIONS

C2.1 PRICING INSTRUCTIONS

1. GENERAL

This section provides the tenderer with essential guidelines and requirements for the completion of the Bill of Quantities. The Schedule must be completed in black ink, and the tenderer is reminded to check for any arithmetical errors.

The Bill of Quantities is an integral part of the Contract Documents and must be reviewed and priced in conjunction with all other documents forming the Tender, including the Conditions of Tender, Conditions of Contract, Specifications (Scope of Work/Site Information, and Project Specifications), and Drawings, as cross-referenced.

The scope and nature of the work should be determined by carefully reviewing all documents comprising the Contract. Where item descriptions reference clauses, these are intended as guidance and should not be construed as exclusive of other relevant provisions within the Contract.

Rates and prices should be stated in South African Rand, unless otherwise specified in the tender conditions.

Any amendments made by the tenderer in the Bill of Quantities or related forms must not be erased or covered up. Instead, the incorrect entry should be crossed out, the correct entry should be written above in black ink, and the tenderer's full signature must be placed next to the correction.

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been prepared in general accordance with the project and specific requirements outlined in the project and particular specifications.

The brief descriptions of items in the Bill of Quantities are for identification purposes only. The measurement and payment provisions of the Standardised Specifications, along with the relevant clauses in the Project Specification and any directives on the drawings, define the scope of any ancillary or associated work and activities included in the rates for the specified operations.

3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities provided in the Bill of Quantities are estimates and will be subject to re-measurement during the execution of the works. Where quantities or sums are designated as "Provisional," the Employer reserves the right to adjust these quantities or sums, either upwards or downwards, as necessary, or to omit the item entirely. The Contractor shall seek the Employer's detailed instructions for all work prior to ordering materials, performing any work, or making related arrangements.

The final measurements of the completed works, as per the Contract, shall be determined and paid for as outlined in the Bill of Quantities. The contract price for the completed works will be calculated based on the applicable unit rates and prices, in accordance with the General and Special Conditions of Contract, the Specifications, Project Specifications, Drawings, and other relevant documents. Unless otherwise specified, items are measured net, in accordance with the Drawings, with no allowance made for waste.

The validity of the contract shall remain unaffected by any discrepancies between the quantities in the Bill of Quantities and the quantities ultimately certified for payment.

4. PRICING OF THE SCHEDULE

The prices and rates to be entered by the Tenderer in the Bill of Quantities shall represent the full inclusive prices payable to the Employer for the work described under each item. These prices shall cover all costs and expenses necessary for the completion of the work, including its maintenance during the defect's liability period, as well as all overheads, profits, incidentals, and the costs associated with general risks, liabilities, and obligations outlined or implied in the documents upon which the Tender is based.

Reasonable unit rates and prices shall be provided in the Bill of Quantities, as these will be used to assess payment for any additional work that may arise. All prices must be tendered in accordance with the units specified in this schedule. Where a value appears in the "Quantity" column, the relevant rate and price must be inserted in the appropriate columns. Each item must be priced and extended to the "Total" column by the Tenderer, except for items marked with "rate only" or those which have Prime Cost or Provisional Sums assigned. If the Contractor fails to price any item in the Bill of Quantities, such items will be deemed to have a nil rate or price.

Items where the Tenderer has added terminology such as "inclusive" or "not applicable" will be regarded as having a nil rate, which will remain valid regardless of any changes in quantities during the execution of the Contract.

All rates and amounts quoted in the Bill of Quantities shall be in Rand and shall include all levies and taxes, excluding VAT. VAT will be added separately in the summary of the Bill of Quantities.

5. CORRECTION OF ENTRIES

Incorrect entries must not be erased or corrected using correction fluid. Instead, they should be neatly crossed out. The correct figures must then be written above or next to the deleted entry, and the alteration must be initialled by the Tenderer.

6. MONTHLY PAYMENTS

Unless otherwise specified in the Specifications and Project Specifications, progress payments for items in the Schedule of Quantities, as outlined in Clause 6.10 of the General Conditions of Contract 2015 (Third Edition), shall be made through interim progress instalments. These instalments will be assessed by the Employer's Agent or his representatives during monthly progress inspections/meetings and based on the proportion of work completed in relation to the total scope of work to be undertaken by the Contractor.

7. UNITS OF MEASUREMENT

The units of measurement specified in the Bill of Quantities are metric units, with standard international abbreviations applied. The abbreviations used in the Bill of Quantities, including certain non-standard abbreviations, are as follows:

Non-Standard Abbreviations	
Abbreviation	Unit
%	Percent
No.	Number

Prov sum; PS	Provisional sum
R/only; R/o	Rate only
Sum, Lump sum	sum
W/day	Workday
h	Hour
wk.	Week
d	Day
Standard Abbreviations	
kPa	kilopascal
mm	millimetre
m	metre
km	kilometre
m ²	square metre
ha	hectare
m ³	cubic metre
kN	Kilonewton
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
kg	kilogram
t	ton (1000 kg)

For the purposes of this Bill of Quantities, the following terms shall have the meanings assigned to them:

- **Unit:** The unit of measurement for each item of work, as defined in the Standardized, Project, or Particular Specifications.
- **Quantity:** The number of units of work for each item.
- **Rate:** The agreed payment per unit of measurement at which the Tenderer has bid to perform the work.
- **Amount:** The product of the quantity and the agreed rate for an item.
- **Sum / Lump Sum:** An agreed amount for an item, the scope of which is described in the Bill of Quantities, but the quantity of work is not measured in any units.
- **Provisional Sum:** An amount allocated for work, the scope and/or necessity of which is yet to be determined, and which will be managed in accordance with Clause 6.6.1 of the General Conditions of Contract.

8. ARITHMETICAL ERRORS

Review responsive tenders for discrepancies between the amounts written in words and those written in figures. In the event of a discrepancy, the amount written in words shall prevail.

Examine the highest-ranked tender or the tenderer with the highest number of tender evaluation points, following the evaluation of tender offers in accordance with Clause 6.11, for the following:

- a) Gross misplacement of the decimal point in any unit rate,
- b) Omissions in completing the pricing schedule or Bill of Quantities, or
- c) Arithmetical errors in:
 1. Line-item totals resulting from the product of a unit rate and a quantity in the Bill of Quantities or pricing schedules, or

2. The summation of prices.

Notify the tenderer of any errors or omissions identified in the tender offer, and either confirm the tender offer as submitted or accept the corrected total price.

If the tenderer chooses to confirm the offer as submitted, correct the errors as follows:

d) If a Bill of Quantities or pricing schedules are involved and there is an error in a line-item total resulting from the product of the unit rate and quantity, the line-item total shall prevail, and the rate shall be adjusted accordingly. In the case of an obvious and gross misplacement of the decimal point in the unit rate, the quoted line-item total shall govern, and the unit rate shall be corrected.

e) Where there is an error in the total price, either due to other required corrections or an error in the tenderer's summation of prices, the total price shall prevail, and the tenderer will be requested to adjust selected item prices (and unit rates, if applicable) to match the tendered total.

Consider rejecting a tender offer if the tenderer fails to correct or accept the correction of errors in the required manner.

9. PROVISIONAL ITEMS

All items designated as "Provisional" or "Contingencies" shall be executed as directed by the Employer and will be measured, valued, or paid for accordingly. No work associated with "Provisional" or "Contingencies" items shall commence without prior written instructions from the Employer.

10. CIDB Contract Skills Development Goals (CSDG)

The contractor shall determine the CSDG, expressed in Rand, which shall not be less than the sub-total multiplied by a percentage (%) factor given in Table 2 of the Standard for the applicable class of construction works. The Employer shall state the percentage (%) factor in the Final Tender Summary section dependant on the Class of Construction Works.

Table 2: Construction skills development goals for different classes of engineering and construction works contracts.

Class of construction works as identified in terms of the CIDB regulation		Construction skills development goal (%)
Designation	Description	
CE	Civil Engineering	0.25
CE and GB	Civil Engineering and General Building	0.375
EB	Electrical Engineering Works (Building)	0.25
EP	Electrical Engineering Works (Infrastructure)	0.25
GB	General Building Works	0.5
ME	Mechanical Engineering	0.25
	Special Works	0.25



DEPARTMENT OF WATER AND SANITATION

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C2.2 BILL OF QUANTITIES

Initial _____



DEPARTMENT OF WATER AND SANITATION

DWS01 0525 WTE

**MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION,
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C2.2 BILL OF QUANTITIES

PRICING SCHEDULE – NON-FIRM PRICES

SBD 3.2

(PURCHASES)

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

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

Name of Bidder.....Bid number.....

Closing Time 11:00 Closing date 30 June 2025.....

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

Initial _____

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

a.1 Schedule for Manufacturing

Refurbishment of Darlington Dam – Outlet works

Item No. *	Description	Drg. No.	Qty	Nominal Size (NB)	Mass (kg) per item	Total cost per Item	Total cost
1	BREASTPLATE	181913/25 ME	15	1000			
2	SEALING FRAME	181913/25 ME	15	N/A			
3	PIPE	181914/25 ME	30	1000			
4	BOTTOM PIPE	181914/25 ME	5	1000			
5	MIDDLE PIPE	181914/25 ME	5	1000			
6	TOP PIPE	181914/25 ME	5	1000			
7	BLANK FLANGE	181914/25 ME	10	1000			
8	BLANK FLANGE	181914/25 ME	10	50			
9	GUIDE CHANNEL A (AS DRAWN)	181915/25 ME	15	N/A			
10	GUIDE CHANNEL A (OPP. HAND)	181915/25 ME	15	N/A			
11	GUIDE CHANNEL B	181915/25 ME	10	N/A			
12	GUIDE RAIL A	181915/25 ME	10	N/A			
13	GUIDE RAIL B	181915/25 ME	20	N/A			
14	GUIDE RAIL A	181915/25 ME	10	N/A			
Carried forward (Manufacturing Cost)							

Initial _____

Brough forward (Manufacturing Cost)							
15	STRAIGHT PIPE (AS DRAWN)	181916/25 ME	2	1000			
16	STRAIGHT PIPE (OPP. HAND)	181916/25 ME	3	1000			
17	24 DEGREE BEND	181916/25 ME	5	1000			
18	SLEEVE VALVE (REFURBISHMENT)		6	1000			
19	DOUBLE OFFSET PIPE	181916/25 ME	5	100			
20	MONORAIL BEAM	181916/25 ME	6	N/A			
21	VESCONITE STRIP c/w SHIMS	181916/25 ME	640	N/A			
22	STUD M16x80 c/w 2 NUTS & 2 WASHERS		240	M16			
23	ANCHOR M20x240 c/w NUT & WASHER		440	M20			
24	ANCHOR M24x300 c/w NUT & WASHER		60	M24			
25	ANCHOR M30x80 c/w NUT & WASHER		240	M30			
26	C'SUNK SCREW M10 x 50		900	M10			
27	STUD M30x750 c/w 2 NUTS & 2 WASHERS		60	M30			
Carried forward (Manufacturing Cost)							

Initial _____

Brought forward (Manufacturing Cost)							
28	HEX BOLT: M16x60 c/w NUT & 2 WASHER		280	M16			
29	HEX BOLT: M30 x 160 c/w NUT & 2 WASHER		700	M30			
30	CAISON (REFURBISHMENT)		1	N/A	N/A		
31	CHAIN HOIST (5-TON)		1	N/A	N/A		
32	FINE SCREEN		15	N/A	N/A		
33	FINE SCREEN CHANNEL		15	N/A	N/A		
34	MISCELLANEROUS ITEMS (Gaskets, grease, lubricant etc.)		sum	N/A	N/A	N/A	
TOTAL (Manufacturing Cost)							

Initial _____

a.2 Schedule for Corrosion Protection

Refurbishment of Darlington Dam – Outlet works

Item No. *	Description	Drg. No.	Qty	Nominal Size (NB)	Surface Area (m ²) per item	Total cost per Item	Total cost
1	BREASTPLATE	181913/25 ME	15	1000			
2	SEALING FRAME	181913/25 ME	15	N/A			
3	PIPE	181914/25 ME	30	1000			
4	BOTTOM PIPE	181914/25 ME	5	1000			
5	MIDDLE PIPE	181914/25 ME	5	1000			
6	TOP PIPE	181914/25 ME	5	1000			
7	BLANK FLANGE	181914/25 ME	10	1000			
8	BLANK FLANGE	181914/25 ME	10	50			
9	GUIDE CHANNEL A (AS DRAWN)	181915/25 ME	15	N/A			
10	GUIDE CHANNEL A (OPP. HAND)	181915/25 ME	15	N/A			
11	GUIDE CHANNEL B	181915/25 ME	10	N/A			
12	GUIDE RAIL A	181915/25 ME	10	N/A			
13	GUIDE RAIL B	181915/25 ME	20	N/A			
14	GUIDE RAIL A	181915/25 ME	10	N/A			
15	STRAIGHT PIPE (AS DRAWN)	181916/25 ME	2	1000			
Carried forward (Corrosion Protection Cost)							

Initial _____

Brough forward (Corrosion Protection Cost)							
16	STRAIGHT PIPE (OPP. HAND)	181916/25 ME	3	1000			
17	24 DEGREE BEND	181916/25 ME	5	1000			
18	SLEEVE VALVE (REFURBISHMENT)		6	1000			
19	DOUBLE OFFSET PIPE	181916/25 ME	5	100			
20	MONORAIL BEAM	181916/25 ME	6	N/A			
21	CAISON (REFURBISHMENT)		1	N/A	N/A		
22	FINE SCREEN		15	N/A	N/A		
23	FINE SCREEN CHANNEL		15	N/A	N/A		
TOTAL (Corrosion Protection Cost)							

Initial _____

a.3 Schedule for Transport cost (Including Packaging Against Damages)

Refurbishment of Darlington Dam – Outlet works

Item No. *	Description	Drg. No.	Qty	Nominal Size (NB)	Mass (kg) per item	Total cost per Item	Total cost
1	BREASTPLATE	181913/25 ME	15	1000			
2	SEALING FRAME	181913/25 ME	15	N/A			
3	PIPE	181914/25 ME	30	1000			
4	BOTTOM PIPE	181914/25 ME	5	1000			
5	MIDDLE PIPE	181914/25 ME	5	1000			
6	TOP PIPE	181914/25 ME	5	1000			
7	BLANK FLANGE	181914/25 ME	10	1000			
8	BLANK FLANGE	181914/25 ME	10	50			
9	GUIDE CHANNEL A (AS DRAWN)	181915/25 ME	15	N/A			
10	GUIDE CHANNEL A (OPP. HAND)	181915/25 ME	15	N/A			
11	GUIDE CHANNEL B	181915/25 ME	10	N/A			
12	GUIDE RAIL A	181915/25 ME	10	N/A			
13	GUIDE RAIL B	181915/25 ME	20	N/A			
14	GUIDE RAIL A	181915/25 ME	10	N/A			
15	STRAIGHT PIPE (AS DRAWN)	181916/25 ME	2	1000			
Carried Forward (Transport Cost)							

Initial _____

Brought Forward (Transport Cost)							
16	STRAIGHT PIPE (OPP. HAND)	181916/25 ME	3	1000			
17	24 DEGREE BEND	181916/25 ME	5	1000			
18	SLEEVE VALVE (REFURBISHMENT)		6	1000			
19	DOUBLE OFFSET PIPE	181916/25 ME	5	100			
20	MONORAIL BEAM	181916/25 ME	6	N/A			
21	CAISON (REFURBISHMENT)		1	N/A	N/A		
22	FINE SCREEN		15	N/A	N/A		
23	FINE SCREEN CHANNEL		15	N/A	N/A		
24	MISCELLANEROUS ITEMS (Gaskets, grease, lubricant etc.)						
25	CIVIL MATERIAL						
TOTAL (Transport)							

Initial _____

Preliminaries and General and Site Work
Refurbishment of Darlington Dam – Outlet works

Item No. *	Description	Qty	unit	Nominal Size (NB)	R/unit	Total cost
a	Work in Contractors facilities					
a.1	Total manufacturing cost	1	sum	N/A	N/A	
a.2	Total corrosion protection cost	1	sum	N/A	N/A	
a.3	Total transport cost (Packaging against damages)	1	sum	N/A	N/A	
TOTAL (SECTION A – WORK CONDUCTED IN CONTRACTORS FACILITIES)						
b	Work on Site					
b.1	Compliance to Environmental requirements	1	sum	N/A	N/A	
b.2	Compliance to Health and Safety requirements	1	sum	N/A	N/A	
b.3	Site establishment	1	sum	N/A	N/A	
b.4	Site de-establishment	1	sum	N/A	N/A	
b.5	Transport – (Work execution)	1	sum	N/A	N/A	
b.6	Caisson Installation	5	off	N/A		
b.7	Breast plate refurbishment & Corrosion protection (old)	15	off	N/A		
b.8	Diving Works	1	sum	N/A	N/A	
b.9	Installation Breastplate (New)	15	off	1000		
Carried forward (Section B – Work on Site)						

Initial _____

Brought forward (Section B – Work on Site)						
b.10	Sleeve – Installation (Intake level A: ± 12 m from FSL & Pipe length of ± 12 m) - Include welding to Breastplate - Include field welding & corrosion protection of pipe sections - Include welding & corrosion protection of DN1000 flange - Include grouting	5	off	1000		
b.11	Sleeve – Installation (Intake level B: ± 7 m from FSL & Pipe length of ± 7 m) - Include welding to Breastplate - Include field welding & corrosion protection of pipe sections - Include welding & corrosion protection of DN1000 flange - Include grouting	5	off	1000		
b.12	Sleeve – Installation (Intake level C: ± 3 m from FSL & Pipe length of ± 4 m) - Include welding to Breastplate - Include field welding & corrosion protection of pipe sections - Include welding & corrosion protection of DN1000 flange - Include grouting	5	off	1000		
b. 13	Installation of Emergency gate rail (6m)	30	off	N/A		
b. 14	Installation of monorails & 1x 5- TON Chain hoist	6	off	N/A		
b. 15	Installation of Blank flanges	10	off	1000		
b. 16	Installation of 24-degree pipe bend.	5	off	1000		
Carried forward (Section B – Work on Site)						

Initial _____

Brought forward (Section B – Work on Site)						
b. 17	Installation of Scour Pipe system	1	off	100	N/A	
b. 18	Installation of Sleeve Valve (Refurbished)	6	off	1000		
b. 19	Installation of Fine Screen	15	off	N/A		
b. 20	Installation of Fine Screen Channel (6m)	30	off	N/A		
TOTAL (SECTION B – WORK CONDUCTED ON SITE)						
c.	Dayworks					
c. 1	Artisan - Welder	200	Hours	N/A		
c. 2	Artisan – Construction Rigger	200	Hours	N/A		
c. 3	Corrosion protection application	100	m ²	N/A		
c. 4	Civil engineer/technologist/technician	200	Hours	N/A		
c.5	Skilled labour	400	Hours	N/A		
c.6	Semi-skilled labour	400	Hours	N/A		
TOTAL (SECTION C – DAYWORKS)						

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SUMMARY OF COST
REFURBISHMENT OF DARLINGTON DAM – OUTLET WORKS

ITEM NO	DESCRIPTION	TOTAL COST
A	TOTAL (Section A – Work Conducted in Contractors Facilities)	
B	TOTAL (Section B – Work Conducted on Site)	
C	TOTAL (Section C – Dayworks)	
D	SUB TOTAL D (Section A + B + C) (To be used as comparative offer)	
E	Contingency of R 10,000,000.00 (To be excluded when determining comparative offer)	R 10 000 000
F	20% Escalation on SUB TOTAL D (To be excluded when determining comparative offer)	
G	SUB TOTAL G (SUB TOTAL D + E + F)	
	CIDB SKILLS DEVELOPMENT	
H	Minimum Contract Skills Development Goal (CSDG) Sum = ME (0.25%) x SUB TOTAL G (To be excluded when determining comparative offer)	
I	TOTAL (excl. VAT) (G + H)	
	15% VAT	
	TOTAL (Incl. VAT)	

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PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECTED TO ESCALLATION

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

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

Where:

X = Fixed 10% (0,10) of the original bid price. Are portion of the bid price remains firm, it is not subject to any price escalations.

a = Factor of the bid price for Labour

b = Factor of the bid price for Contractors Equipment

c = Factor of the bid price for Material

d = Factor of the bid price for Fuel

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

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

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

3. The following index/indices must be used to calculate your bid price: **(As per C1.2.3 Contract data: THE INDICES BASED DATE WILL BE 30 DAYS BEFORE TENDER CLOSING DATE- CLAUSE 6.8.2)**

Index Lo = Dated.....

Index Po = Dated.....

Index Mo = Dated.....

Index Fo = Dated.....

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4. FURNISH A BREAKDOWN OF PRICE IN TERMS OF ABOVE-MENTIONED FORMULA.
THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTORS ("a", "b", "c" & "d")	PERCENTAGE OF BID PRICE
a	
b	
c	
d	
TOTAL	100%

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B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

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DEPARTMENT OF WATER AND SANITATION

DWS01 0525 WTE

MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND SITE SUPERVISION FOR THE REFURBISHMENT OF DARLINGTON DAM. ONLY RESPONDENTS WITH CIDB GRADING 8ME OR HIGHER ARE ELIGIBLE TO BID

C3 SCOPE OF WORKS

Note: This section shall be read in conjunction with Particular Specification DLD and drawings, attached as Appendix A and Appendix B. If any discrepancy exist between this section and Particular Specification DLD, Particular Specification DLD shall rule.

SCOPE OF WORK		
TOPIC		COMMENTARY
NR	DESCRIPTION OF THE SERVICES	
1	Employer's objectives	<p>The rehabilitation of the Left Bank Outlet Works at Darlington Dam through the procurement, supply, manufacture, assembly, testing, corrosion protection, installation, site supervision, and completion from the Contractor while adhering to the Particular Specifications and timelines dictated by the overall project program.</p> <p>Darlington Dam supplies water to the Nelson Mandela Metropolitan area for domestic, and industrial use and to the Lower Sundays River Irrigation Scheme for agricultural use. This highlights the importance of the execution of all works to comply with all national and international standards as dictated by the Programme. No deviation from the Particular Specification will be allowed without the approval, communicated as in NR 45, of the Employer or his Agent.</p>

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		<p>One of the objectives of the project is to train candidates in Occupational Qualifications (Method 1) and/or Trade Qualification (Method 2) and /or Work Integrated Learners – P1 and P2 Learners (Method 3) and/or Professional Candidates (Method 4).</p> <p>The contractor shall achieve in the performance of the contract, the contract skills development goal established in the “Standard for Developing Skills through Infrastructure Contracts”. As required by the Construction Industry Development Board, the Contractor shall allocate 0,25% of the contract value to this requirement – (see Department of Public Works and Infrastructure, Vol. 694, Government Gazette No.48491 of 28 April 2023)</p> <p>The Employer requires that employees of the state be seconded to the contract to fulfil the structured workplace learning opportunities for Professional Candidates (Method 4). In addition to the seconded employees from the Employer, the Contractor shall also employ learners studying towards occupational qualifications, trade qualifications, national diploma or registration in a professional category, to meet the requirements for the CIDB skills development goals.</p> <p>The specified number of Professional Candidates of the state to be seconded is two candidates with active ECSA candidate registration. The Employer shall provide a list of persons for selection by the Contractor as prescribed by the implementation guidelines. Persons selected by the Employer shall be seconded to the Contractor under the terms and conditions prescribed in the implementation guidelines.</p>
2	Background to the services	<p>Darlington Dam requires the improvement of the condition of the outlet works to comply with the recommendations of the five-yearly Departmental Dam Safety report.</p> <p>The Department of Water and Sanitation requires the services of a CIDB Grading 8ME or Higher Contractor to undertake the rehabilitation of the outlet works at Darlington Dam.</p> <p>The services required involve the sleeving of the current 1200 NB cast iron pipes with new 304L 1000 NB stainless steel pipes. Work upstream of the dam includes the installation of new stainless-steel breastplates, new emergency gate guide rails, and fine screen guide channels and new fine screens. Work downstream of the dam includes the installation of new pipes, pipe specials, flanges, gaskets, valves, and refurbishment of the existing six sleeve valves. The above-mentioned requires special diving services and grouting will be required for the pipework and the breastplates. All these services are required for all five, three pipe stack outlets at Darlington Dam.</p>

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3	Outline of the services	<p>Refer to Particular Specification DLD 6.2 for Proposed Procedure of Works</p> <p>Work to be done at the Contractor's facilities:</p> <p>The services required for all equipment (pipes, pipe specials, flanges, gaskets, accompanying anchors and fasteners, breastplates, guide rails, guide channels, fine screens and 5-ton crawl beam) include, where applicable as the Programme describes:</p> <ul style="list-style-type: none"> • Manufacturing • Storage for site • Refurbishment of the six sleeve valves • Shop assembly • Corrosion protection • Transportation • Quality control inspections • Testing <p>Context to services:</p> <p>The Contractor is required to perform diving services to retrieve the existing caisson and install new pipework.</p> <p>The Employer will supply completed engineering drawings and specifications for all work to be done by the Contractor. The Contractor will be responsible for manufacturing at his facilities, all the items according to the provided drawings. Provision for pressure testing must be accounted for on the 304L Stainless-Steel pipes and blank flanges. The Contractor shall invite the Employer for manufacturing inspections at his facilities, following the described process.</p> <p>The Contractor will be responsible for transporting all items/equipment to Darlington Dam for storage, after the approval of the Employer or his Agent, arranging delivery, and proof of security measures.</p> <p>The Contractor shall for functionality and adherence to the Particular Specification conduct the following tests at his facilities:</p> <ul style="list-style-type: none"> • Pressure testing of the pipe • Non-destructive testing of welds • Corrosion protection tests <p>The Contractor, through written communication, shall invite the Employer for all Quality Control Inspections at his facilities. The arrangement and performance of corrosion protection will comply with DWS 9900 (Second Edition: July 2022).</p> <p>Transportation of all coated items must comply with DWS 9900 (Second Edition: July 2022).</p>
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		<p>Work to be done on Site:</p> <p>Services required:</p> <ul style="list-style-type: none"> • Removal of protruding flange faces on the top and middle level to be flush against the concrete surface. • Removal of the existing 1000 NB sleeve valves, 3CR12 pipes, pipe specials, and drainage assembly. • Delivery to site, storage, installation, welding, corrosion protection, and testing of new 304L stainless steel pipes and blank flanges on the top and middle outlets. • Delivery to site, storage, installation, welding, corrosion protection and testing of new 304L stainless steel pipes, pipe specials and accompany anchors for the bottommost outlet. • Installation of the refurbished sleeve valves at the bottommost outlet. • Grouting application between cast iron and new pipes, and the breastplate and mild steel on all outlets. • Welding of new mounting flanges on new stainless steel pipes and mounting of new blank flanges on the top and middle levels. • Diving services to install refurbished caisson and pipes on all outlets. • Corrosion protection on-site • Install crawl beams • Storage on site <p>Context to services:</p> <p>The Contractor, upon site evaluation, planning, and submission of all documents as per the project requirements, shall mobilize to the site to undertake work to meet the objectives described.</p> <p>The Contractor shall perform diving works to re-install the refurbished caisson. The caisson will be re-installed on every line once the full refurbishment of one line has been completed.</p> <p>The Contractor shall install crawl beams for handling or lifting of the existing items. The existing equipment shall be removed and stored properly, and the 1000 NB sleeve valves sent for refurbishment at the Contractor's facilities.</p> <p>The Contractor shall modify the existing breastplates for the new pipes and compatibility for the emergency gate rail anchors. The breastplate will be welded onto the plain ends of the pipes on site including all tack welds for nuts on the new bellmouth-pipe assembly. Welding of the downstream flanges will also be performed on site.</p>
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		<p>The Contractor shall perform specialized grouting for the cast iron – stainless steel cavity.</p> <p>The installation of all butterfly valves, anchors, gaskets, drainage assembly, and sleeve valves with the correct fastener sequence shall be facilitated by the Contractor.</p> <p>The installation of the emergency gate guide rails, and fine screen guide channels shall be fastened onto the new breast plates on site.</p> <p>The installation of blank flanges on the top and middle outlet requires that the protruding pipe and flange be remove or cut flush against the concrete surface to accommodate the new specified flanges.</p> <p>No deviation between the work to be done at the contractor's facilities and on-site will be permitted without the prior approval of the Employer or his representative.</p> <p>All decommissioned items to be transported to Uitkeer Workshop.</p>
NR	INFORMATION PROVIDED BY THE EMPLOYER	
4	Property affected by the service	<p>Darlington Dam</p> <p>Location and access to site:</p> <p>The dam is situated on the Sundays River, 100 km north of the Gqeberha town in the Eastern Cape.</p> <p>Directions to the site:</p> <p>The dam site is situated in the Addo Elephant Park confining the Sundays River, near Kirkwood, in the Eastern Cape, South Africa. Restricted entry will be through the gate at GPS co-ordinates 33° 9'56"S 25° 2'27"E.</p> <p>From Gqeberha, take the R75 north of Wolwefontein, then the dam is accessed through the road signed as "Greystone" (GPS co-ordinates 33°12'6"S 24°50'38"E). At the T-junction, turn left, then the first right.</p> <p>From Jansenville, take the R75 south of Jansenville, then turn left onto the R400. Shortly after, turn right and follow this road to the dam.</p>

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		<p>The gravel site access roads are regularly maintained but can get challenging under abnormal rainfall conditions.</p> <p>The Contractor is advised to acquaint themselves with the road conditions and distances of the site.</p>
5	Existing information	Appendix A: Drawings (Digital)
6	Reference data	Appendix B: Particular Specification DLD
7	Information and other things provided by the employer	<p>Information:</p> <p>The following will be provided prior to pricing:</p> <p>Digital copies of the following specifications will be provided:</p> <ul style="list-style-type: none"> • DWS 1601: GENERAL MECHANICAL SPECIFICATIONS • DWS 2020: QUALITY CONTROL SPECIFICATIONS • DWS 2510/01: SUPPLY OF VALVES-GENERAL VALVE SPECIFICATION • DWS 2510/04: SUPPLY OF VALVES-BUTTERFLY VALVES • DWS 9900: CORROSION PROTECTION SPECIFICATION (2nd Edition; July 2022) <p>Facilities</p> <p>Equipment/plant: A 10-ton portal crane is available on site on the NOC of the Left Bank Outlet Works. The Contractor is responsible for assessing the condition of this crane during the site inspection and to load test the crane if at the time of site establishment a valid load test certificate is not available.</p>
8	Information and other things provided by others	Not Applicable
9	Acceptance by others	The Quality Control Plans and Method Statements will require the approval of the Employer or his Agent. No deviation from the Quality Control Plans and Method Statements will be permitted without the prior written approval of the Employer.
10	Facilities and equipment provided by the employer	<p>Laydown area:</p> <p>A 48-hour notice should be given to the Employer or his Agent prior to the delivery of all equipment, tools, and manufactured components to the site. The delivery of all equipment to the site can only be made upon the receipt of confirmation of the date and time.</p> <p>All pipes, pipe specials, flanges, gaskets, accompanying anchors and fasteners, breastplates, guide rails, guide channels, 5-ton crawl beam,</p>

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		<p>etc. can only be off-loaded, arranged, and stored according to the overall project program requirements.</p> <p>Note: The Contractor is responsible for implementing the necessary security measures for all equipment stored on-site for the duration of the project and until work has been commissioned.</p> <p>On-site mobile crane</p> <p>The Employer will not be held liable for the damage that results from offloading on-site. All incurred costs are the responsibility of the Contractor.</p>
NR	SPECIFICATIONS	
11	General requirements	<p>This section must be read in conjunction with Particular Specification DLD 3</p> <p>Manufacturing:</p> <p>Refer to</p> <ul style="list-style-type: none"> • DWS 1601: General Mechanical Specifications • SANS 10160: Basis of structural steel design and actions for buildings and industrial structures • SANS 10162: Limit state design of hot-rolled steelwork • AWWA C207: Steel pipe flanges “100 mm through 3600 mm” • SANS 1123: Steel Pipe – A guide for Design and Installation • SANS 50025: Hot rolled products of structural steels • API 5L: Specification of line pipe • SANS 1700: Fasteners • SANS 564: Fasteners Rubber insertion sheeting <p>All materials for manufacturing must comply with the relevant standards and the Particular Specification DLD. Manufactured products and surface finishes must be free of defects, and contaminants. Pipe ends must be prepared accordingly for welding. Manufacturing must make provisions for galvanizing where applicable.</p> <p>Corrosion Protection:</p> <p>Refer to:</p> <ul style="list-style-type: none"> • DWS 9900: Corrosion Protection Specifications (2nd Edition; July 2022) • SANS 121: Hot dip galvanized coatings on fabricated iron and steel articles – Specifications and test methods <p>All corrosion protection must comply with the relevant standards and Particular Specification DLD. Adherence to the above specifications and standards must be taken to ensure that handling, transportation, storage, and installation, both at the Contractor’s facilities and on-site do not damage the corrosion protection.</p>

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		<p>Welding:</p> <p>Refer to:</p> <ul style="list-style-type: none"> • DWS 1601: General Mechanical Specifications • API 1104: Standard welding pipelines and related facilities • SANS 10044: Welding • SANS 719: Electric welded low-carbon steel pipes for aqueous fluids (ordinary duties) <p>All welding must comply with the relevant standards and the Particular Specification DLD. All weld works are to be performed by a qualified welder with valid certificates according to ASME Section IX.</p> <p>Testing:</p> <p>Refer to</p> <ul style="list-style-type: none"> • DWS 1601: General Mechanical Specifications • SANS 10167: The quality evaluation of fusion welded joints in steel structures • SANS 121: Hot dip galvanized coatings on fabricated iron and steel articles – Specifications and test methods <p>All testing, both at the Contractor's facilities and on-site must comply with the relevant standards and the Particular Specification DLD. Testing must be documented with the correct hold points on the Quality Control Plan. The Contractor, shall on his method statement include all the testing required in the initial Programme.</p> <p>Grouting:</p> <p>Refer to:</p> <ul style="list-style-type: none"> • DWS 1601: General Mechanical Specifications <p>All grouting work must comply with the relevant standards and the Particular Specification DLD, and must be performed as per the manufacturer's specifications and monitored for any pockets. Specialist grouting for excessive soluble salt levels in pipework is required ($>800\text{mg}/\text{m}^2$)</p> <p>Site Preparation and Installation:</p> <p>Refer to</p> <ul style="list-style-type: none"> • DWS 1601: General Mechanical Specifications <p>The proposed work procedure on the dam's upstream side is detailed in DLD 6.2. The Contractor shall devise a technically viable methodology for access and installation of the items as detailed in NR 3.</p> <p>Valves</p> <p>Refer to:</p> <ul style="list-style-type: none"> • DWS 2510/03: Supply of Valves - General Valve Specification
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		<ul style="list-style-type: none"> 2510/04: Supply of Valves – Butterfly Valves <p>The Contractor shall comply with the above specifications and the Particular Specification DLD for the procurement, supply, and installation of valves.</p> <p>Cranes</p> <p>Refer to:</p> <ul style="list-style-type: none"> BS EN 13001-1: Cranes; General design; General Principles and requirements BS EN 13001-2: Crane safety; General design; Load effects. BS EN 13157: Cranes; Safety; Hand powered cranes SANS 1594: Manually operated chain blocks <p>All crane/lifting operations must comply with these regulations for efficient and safe lifting operations on-site. All cranes and lifting equipment must be load-tested as per the above standards. The safe working load on all cranes must be labelled clearly.</p>
12	Applicable national or international standards	<p>The Particular Specification DLD shall be consulted for the context of where all the different national or international standards are applicable.</p> <p>ANSI B36.10: Welded & seamless wrought steel pipe</p> <p>ASME IX: Boiler and Pressure Vessel Code</p> <p>BS 2782: Methods of Testing Rubber</p> <p>BS 2853: 2011 Specification for the testing of steel overhead runway beams for hoist blocks</p> <p>EN 558: Industrial Valves – Face-to-Face and Centre-to-Face Dimensions of Metal Valves for use in Flanged Piping Systems</p> <p>DIN 15401 Lifting hooks for lifting appliances; Single hooks; Finished parts with threaded shank</p> <p>ISO 3302-1: Rubber – Tolerances for products</p>
13	Applicable standard industry or organisational standards	<p>All parties undertaking work related to the following require industry registration:</p> <ul style="list-style-type: none"> Corrosion Protection - Corrosion Institute of Southern Africa Hot-Dip Galvanizing – Hot Dip Galvanizers Association of South Africa ECSA registered Lifting Machinery Inspectors and Lifting Machinery Entities Welding- ASME Section IX Certification
14	Particular/generic specifications	<p>The Contractor shall consult specification DLD for all the relevant DWS STANDARD SPECIFICATIONS. In the event of a further discrepancy between the specifications, including the project specifications) and the</p>

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		drawings and/or the Bill of Quantities, the discrepancy shall be resolved by the Employer's Agent before the execution of the work under the relevant item.
In1 5	Design requirements	The contracting strategy details that the Employer shall provide the Contractor with a complete design, specifications, and Bill of Quantities. Any additional designs that the contractor identifies to accommodate the conditions on-site, in order to perform work shall comply with all Health and Safety Regulations. Furthermore, the abovementioned shall be documented on the Method Statement of the Contractor. Drawings must be prepared in accordance with DWS 1602.
16	Planning requirements	<p>The general requirements (but not limited to) of the project program:</p> <ul style="list-style-type: none"> • Project initiation and planning • Site preparation • Quality control: <ul style="list-style-type: none"> • Hold, witness, and surveillance points on the QCPs as per the project requirements • Detailed proposal for routine tests shall be included in the Contractor's Quality Control Plan including: <ul style="list-style-type: none"> ➤ Material tests ➤ Non-destructive tests ➤ Dimensional and finish tests ➤ Pressure tests ➤ Assembly checks ➤ Paintwork tests ➤ Functional tests ➤ Load tests ➤ Performance tests • Installation phase • Additional inspections are required from the third party Inspector, Employer, or the Employer's Agent. • Commission and project close-out <p>In line with GCC 2015, Clause 5.6</p> <p>Submission of Initial Programme</p> <p>From the date of notification, the Contractor will then have seven calendar days to provide the Employer's agent with a project plan for his approval. Should the Contractor programme not fall within the estimated completion date, he will motivate this to the Employer's agent for his approval. Once the program is approved this will then be used as the project program in terms of GCC for the batch of pipes. .</p> <p>Programme Review and Adjustment</p>

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		<p>As soon as the Contractor is on site an inspection will be done with the Employer's Agent or one of his delegates and the Contractor will have an opportunity to update the program for the approval of the Employer's Agent should the repair work or Site conditions be of such a nature that it will affect the duration negatively. All effort needs to be made to stay within the approved project completion dates.</p> <p>The Programme and cash flow forecast is subject to monthly reviews. If instructed by the Employer's Agent, the Contractor must adjust the Programme to reflect actual progress and ensure alignment with the due completion date. The pricing strategy for the contract will utilize the BOQ. The Contractor shall responsibly, update his daily activities and cash flow using the BOQ.</p>
17	Health and safety requirements	<p>Health and safety requirements shall be complied to as the Contractor shall undertake:</p> <ul style="list-style-type: none"> • Work on heights • Work in confined spaces • Diving works with limited access, visibility and lighting • Specialised grouting <p>Contractor's Obligations</p> <p>The Contractor shall ensure that only competent personnel are employed in operations involving distinct skills affecting the quality of the work. Should the competence of any member of the Contractor's workforce be in doubt, the Employer may order that the member be sent for additional training at the Contractor's account and/or that the member be replaced with a competent person to perform the work.</p> <p>For this contract, the Contractor will be the mandatory of the Employer which means that the Contractor, as Employer in his own right in respect of the contract, will be responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993). Furthermore, the Contractor shall comply with any additional current statutory requirements of any relevant Government Departments regarding health and safety and specifically environmental health issues.</p> <p>The Contractor shall comply with the health and safety requirements under section 43 of the OHSA, Act No. 85 of 1993 for all diving works.</p> <p>Nothing specified in this document shall relieve the Contractor of any obligations or responsibilities concerning health and safety responsibilities.</p> <p>In any case, where safety precautions are not being observed, the Employer may order the Contractor to comply with minimum safety requirements at the Contractor's expense, and compliance with such</p>

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		<p>an order will not absolve the Contractor from any of his responsibilities and obligations under the contract.</p> <p>Before commencement of work under the contract the Contractor shall:</p> <ol style="list-style-type: none"> 1. Enter into an agreement with the Employer (Client) to confirm his status as mandatory (Employer) for the contract under consideration. 2. Submit a Health and Safety Plan to the Employer within 28 days after the Commencement Date. The Contractor shall immediately implement the policy and any amendments and keep it in operation for the full duration of the Contract. 3. Submit a risk assessment of the contract works as part of the Health and Safety Plan, which is to include. <ol style="list-style-type: none"> (i) Risk and hazard identification: (ii) Analysis and evaluation of the identified risks and hazards. (iii) A documented plan of safe work procedures. (iv) A monitoring plan; and (v) A review plan. 4. Undergo compulsory site safety and environmental induction training by all personnel who will be performing supervisory work and work related to the work under this contract before starting with any work on-site. 5. Submit valid medical certificates for all employees that will work on-site. <p>The Contractor is required to keep health and safety records (which shall include audit reports) on-site in an orderly filing system which shall be handed over to the Employer upon commissioning of the project.</p> <p>Failure by the Contractor to comply with safety requirements will entitle the Employer to reduce payment of the relevant BOQ items and/or order a temporary halt of work within the affected areas until the specified requirements are met, without any extension of time being granted and without any additional payment.</p> <p>Audits</p> <p>The Contractor shall arrange for health and safety audits at monthly intervals to be carried out. The results and details of these audits shall be submitted to the Employer within the first week of the next month.</p> <p>The Employer will monitor compliance by the Contractor with the Health and Safety Policy utilizing audits and may give instructions for improvements.</p>
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		<p>The Contractor shall note that independent health and safety audits (or if considered suitable by the Employer combined audits with the Contractor's auditor) will be carried out as considered necessary by the Employer.</p> <p>Works Health and Safety Committee</p> <p>For implementation and monitoring of the Health and Safety Plan the Contractor shall put in place a Health and Safety Committee.</p> <p>The committee shall meet at least at monthly intervals. Signed minutes of the meeting shall be kept by the Contractor and copied to the Employer within seven days of the meeting.</p> <p>Health and Safety Officers</p> <p>The Contractor shall appoint a full-time permanent Health and Safety Officer on the commencement of the works. On the commencement of shift working, the Contractor shall appoint at least one deputy with the same duties. The Health and Safety Officer and the deputy (or deputies) shall be employed exclusively on health and safety matters, and at least one of them shall always be available on site so that health and safety matters receive 24-hour coverage for the full duration of the Contract. The Health and Safety Officer or his deputy shall carry out regular and random checks of all parts of the Site where work is taking place.</p> <p>First Aid Provisions</p> <p>The Contractor shall provide a first aid station. The Contractor shall institute and operate a basic first aid training program to ensure that at least each foreman or work crew leader is trained in first aid and possesses a valid certificate to that effect issued by the Red Cross Society of South Africa, or equivalent qualification within 3 months of his appointment. There shall be a person certified in first aid in each work crew.</p> <p>Accident Reporting</p> <p>The Contractor, through the Health and Safety Officer or his deputy, shall keep the Employer informed at the time, or as soon thereafter as is practical but not later than twelve hours, of any occurrence during the course of work, whether on or off the site, if the said occurrence affected or may have affected the health or safety of any person employed on the site or of any member of the public. The Contractor shall submit to the Employer at the end of each month reports and statistics in spreadsheet format approved by the Employer on all accidents involving any person employed on or visiting the works.</p> <p>Workman's Compensation Act</p> <p>By accepting the Contract, the Contractor warrants that all his and his sub-contractor workmen are covered in terms of the Compensation for</p>
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		Occupational Injuries and Diseases Act (Act no 130 of 1993) which covers shall remain in force whilst any workman is present on the site.
18	Facilities and equipment to be provided by the Contractor for the Contractor	All the necessary equipment required for the successful execution and completion of the scope of works as detailed in particular specification DLD , shall be provided by the contractor in suitable size.
NR	CONSTRAINTS ON HOW THE SERVICES ARE TO BE PROVIDED	
19	General constraints	<p>Unless otherwise agreed:</p> <ul style="list-style-type: none"> • Offloading on-site will only be allowed in designated approved areas. • Deliveries will only be allowed on the allocated date and time. • Parking on site, might be restricted. • All noise, and vibrations during work must adhere to health and safety requirements. • The use of the Employer's equipment will not be allowed. • At all times health, safety, and environmental requirements need to be adhered to. No spillage, pollution or illegal disposal is allowed. Permission to be required before storage of hazardous materials on site. • No office space will be provided on-site by the Employer. • All delivery vehicles must be roadworthy and fit for purpose.
20	Confidentiality	The Contractor shall not disclose or make any information arising from or in connection with this contract available to others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the Contractor, enters the public domain or to information that was already in the possession of the Contractor at the time of disclosure. The evidence of such needs to be in written records that existed at the time.
21	Security and identification of people	<p>The following will be mandatory for all persons working at the site:</p> <ul style="list-style-type: none"> • Confirmation of South African citizenship for employees • Criminal record check • Security induction • Work permit – Issued from the Employer • Vehicle access permit – Issued from the Employer

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		All Contractor personnel visiting or working on site will be registered by DWS at the project site access point and will be identified with their name tags and the Contractor's logo while working on Site.
22	Protection of affected property	To adhere to all Darlington Dam H&SE requirements
23	Protection of the work on the affected property	<p>The Contractor shall take all necessary measures to protect existing structures, underground services, and the surrounding environment throughout the project. This includes implementing temporary protective barriers, controlling dust and runoff, securing materials, and ensuring all work is carried out in compliance with SANS, ISO 14001 (Environmental Protection), Act (OHSA 1993), and local safety regulations.</p> <p>Pipe, Valve, Pipe Specials Protection</p> <p>All steel products shall be protected during transit packing and in the laydown area.</p> <p>After corrosion protection is complete and signed off, all pipes and pipe specials will be protected utilizing full covering and end-capping. Black plastic covering will therefore not be acceptable. The Employer or his agent/Corrosion Engineer must approve the material used for the wrapping.</p> <p>It is the responsibility of the Contractor to ensure when pipes are offloaded on-site that they are laid down in such a way as not to damage the corrosion protection. Any damage to the pipes, pipe specials, flanges, or valves is for the Contractor's cost from the date of delivery to the Contractor's facility to the date of acceptance on site by the Employer or his agent.</p> <p>See DWS 9900 section 5.4. No stacking of the pipes will be allowed, at the Contractor's facilities, during transport or on site. Stainless Steel items shall additionally be handled according to the African Stainless Steel Development Association guidelines to avoid any contamination.</p> <p>Welding Equipment and Structural Steel</p> <p>The protection of welding and structural work shall be governed by the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993). All welding machines must be properly maintained, insulated, and earthed as per General Safety Regulations. Cables and connections must be regularly inspected to avoid hazards.</p> <p>Personnel and Worksite Protection</p> <p>The Contractor shall ensure that all personnel on-site are provided with a safe working environment in compliance with Section 8 of the Occupational Health and Safety Act, 1993, by implementing risk assessments, enforcing the use of personal protective equipment (PPE) for safety work on heights, fire resistant PPE for welding, maintaining proper ventilation, lighting, and ensuring the safe storage</p>

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		of hazardous materials, while also fulfilling their obligations under Section 9 to protect non-employees, adhering to the General Safety Regulations, Fall protection plans must be in place when working on heights.
24	Management or oversight structures for the project	<p>The oversight of all phases of the Contractor remains the liability of the Contractor. This includes, but is not limited to management for mobilization, personnel on site, security, and the management of resources to the final phase. The Contractor remains responsible for timeous documentation of all works performed at his facilities and on-site, including management of any contingencies that might arise.</p> <p>The Contractor shall remain liable for administering inspections in due time (with a timeous invitation of seven days, unless otherwise agreed upon). Inspections can only be signed off by the Employer or his agent/Engineer. The Employer reserves the right to reject/ request additional inspections, with reason, if the initial inspection does not meet the required qualifying criteria.</p> <p>The Employer or his agent/ Engineer will also sign any, hold, witness, and surveillance points on the QCPs. The Contractor shall keep to the approved programme for:</p> <ul style="list-style-type: none"> • Manufacturing • Corrosion Protection • Hot Dip Galvanizing • Diving • Grouting • Installation • Testing • Project Sign-Off and Commissioning <p>The Contractor shall not undertake any inspections in the absence of the Employer or his agent/Engineer, or sign on behalf of.</p> <p>The Employer shall be entitled to claim for travelling expenses against the Contractor in the event that inspections are unsuccessful/rejected, where the rejection could have been avoided if the Contractor performed sufficient pre-checks against the technical specifications before the inspection.</p>
25	Approvals	<p>The approval of all project programs can only be from the Employer or his Agent.</p> <p>The approval of any deviations from the particular specification DLD can only be from the Employer or his agent and is only acceptable in official communication as described in NR 45.</p>

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26	Procurement	<p>The Contractor shall achieve in the performance of the contract, targeted enterprises, local enterprises and labor, and targeted labor as per SANS 10845: 2022.</p> <p>The Contractor shall achieve in the performance of the contract, the skills development goal established in this standard for developing skills through infrastructure contracts (-see Department of Public Works and Infrastructure Notice 363 of 2020, Government gazette No. 43495 of 3 July 2020).</p> <p>The Contractor shall provide in a format acceptable to the Employer or his agent, monthly data which facilitates the reporting of key performance indicators relating to development targets to a wide range of stakeholders.</p>
27	Access to land, buildings, or Sites	<p>Access to the site will be required through approval received from security manager. All access will be strictly controlled by DWS.</p> <p>DWS has the right to restrict access / deny access to the site at any time.</p>
28	Planning and programming	<p>A detailed Contract Programme conforming to the GCC 2015 shall be developed using the latest version of Construction Computer Software for Windows or Microsoft Project for Windows or equal.</p> <p>Submission of Initial Programme</p> <p>Five working days before the monthly progress meeting the Contractor shall submit to the Employer or his agent a programme update that reflects the actual progress against current programmes and the effect on future activities.</p> <p>The Contractor shall also submit a narrative report with each monthly update including a description of current and anticipated Programme-related problem areas, current and anticipated delaying factors and their impact, and an explanation of corrective actions taken or proposed.</p> <p>All variances from the Programme shall be promptly reported and the future impact of such variations shall be determined and analysed by the Contractor and necessary corrective measures established, subject to the approval of the Employer.</p>
29	Software application for programming	<p>All documents to be submitted in MS Word, MS Excel or PDF format. Soft copy and hard copies to be submitted.</p>
30	Quality management	<p>No equipment shall be accepted nor be delivered to the site unless all quality control requirements have been complied with.</p> <p>Contractor's Obligations</p> <p>The Contractor shall be responsible under the contract for the quality of workmanship and production processes in fulfilment of the Contract.</p>

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		<p>The Contractor shall have a Quality Management system in place which details the following to satisfy the specification relevant to each operation to the works in accordance with the contract:</p> <ul style="list-style-type: none"> • Quality control procedures. • Personnel responsibilities. • Equipment and calibration. • Hold points in production for inspection. • Rejection and rectification procedures. • Documentation and communication. <p>The Contractor's Quality Management System shall be following ISO 9000. Training certificates and experience of personnel must be provided on request.</p> <p>Material as per DWS 2020: Quality Control Specification</p> <p>The Manufacturer's material test data certification and the Contractor's quality records shall be subject to examination by the Engineer or his representative. Reasonable samples of the cleaning and coating materials to be used may be removed for testing.</p> <p>Rejection of the samples shall place a hold on the use of materials of the same batch number and any components that have already been cleaned/coated with rejected material shall be reworked.</p> <p>Corrosion Protection sign-off</p> <p>Once the corrosion-protected (by coating or hot dip galvanizing) items are off-loaded on site an inspection will be done with the Employer or his agent.</p> <p>During this inspection, all damage to the pipes will be marked and numbered. These repairs are for the contractor's cost</p> <p>During the inspection, the Contractor will draw up a list of all delivered items showing the following per item:</p> <ul style="list-style-type: none"> • If there was damage found per item • The reference number of said damage per item • Description of the damage <p>This checklist will be signed off by the Employer or his agent and attached to the payment certificate that is submitted for said batch of items.</p>
31	Format of communications	<p>All contractual communication shall be in writing and distributed via e-mail to the Employer or his Agent.</p> <p>The original hard copies of all the Quality Control Plans and Quality Control Log Sheets shall be provided to the Employer including PDF versions of all the final QCPs.</p> <p>All communication shall be in writing to ensure that there's an audit trail.</p>

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32	Key personnel	The contractor is obligated to list the required personnel and their qualifications. Required personnel must be currently employed full-time. Evidence of the above-mentioned must be attached to the project schedule alongside the individual's CV to the submission. See the evaluation criteria of this document.
33	Management meetings	The Contractor will be required to attend regular site meetings with the Employer or his agent where the progress will be reviewed. Such meetings will normally be held monthly. Prior to each meeting updated programmes separately indicating the various activities of the Contractor anticipated will be submitted to the Employer or his agent.
34	Electronic payments	The Contractor is to submit to the Employer confirmation of banking details, invoices for payment purposes and any other required supporting documentation required by the Employer, in order to obtain payments. All payments will only be done electronically.
35	Daily records	Recordkeeping of the following: <ul style="list-style-type: none"> • Daily safety inspections • Permit to work records • Hazardous materials, including welding fumes • Work progress – Equipment usage, site attendance, delivery and material usage • Communication and authorization logs
36	Payment certificates	<p>Payment will only be made after the Employer and the Employer's Agent have signed the supporting documents and sheets.</p> <p>A payment certificate is to be issued to the Employer for review. After accepting the payment certificate, a tax invoice can be generated and sent to the employer for payment.</p> <p>Payment will be made within 30 days of receipt of the original invoice. Payment is done by direct bank transfer. No cash payment or cheque payment will be made.</p>
37	Property provided for the Contractor's use	The contractor shall plan for temporary ablution facilities.
38	Proof of compliance with the law	If applicable, compliance will be identified and requested as necessary.
39	Condition surveys	<p>On completion of the works detailed in Particular Specification DLD, also detailed in NR 3, inspections will be done with the Employer or his agent/ Engineer/Inspector. Should it be found that due to the contractor's activities:</p> <ul style="list-style-type: none"> • Manufacturing does not comply to the above specification

Initial _____

		<ul style="list-style-type: none"> • There is damage to the coating or the lining due to the Contractor's activities • Weld seams have defects and do not meet quality standards such that pressure testing or NDT is compromised • General site conditions for all safety precautions do not comply with OHS regulations <p>The repairs and rectification will be for the Contractor's account.</p>
40	Consideration of others	Addressed in this table; Nr 11 General requirements.
41	Co-operation with other service providers	<p>The Contractor is required to liaise with the Employer co-ordinate:</p> <ul style="list-style-type: none"> • Access to the site • Inspections • Professional services provider • Additional instructions etc.
42	Site cleanliness	<p>The Contractor shall ensure that there are adequate and sufficient refuse bins in and around the working area and that these shall be emptied frequently. All refuse bins shall be placed on a concrete base, which shall, from time to time, be sprayed with insecticide. All refuse collection, removal and disposal on Site shall be the responsibility of the Contractor. All refuse shall be disposed of at a licensed landfill Site only, and certificates of receipt shall be kept on record.</p> <p>The Contractor shall take full responsibility for protecting the natural environment and eliminating or minimising the negative impacts of construction on the environment during construction.</p> <p>General</p> <p>The Contractor and his staff must be familiar with the EMP & RS and execute the project in such a way that it complies with the requirements of the EMP and RS. The Employer's Agent will regularly inspect the Contractor's site. If the Contractor does not comply with the requirements the deviation must be rectified as recommended by the Employers Agent at the Contractor's cost.</p> <p>The Contractor shall construct and / or implement all the necessary environmental protection measures in each area before any production work will be allowed to proceed. The Employer may suspend the works at any time should the Contractor, fail to implement, operate or maintain any of the environmental protection measures adequately. The costs of such suspension shall be to the Contractor's account.</p> <p>The Contractor shall submit a Method Statement containing details of all site layouts and environmental protection measures proposed to the Employer for review and approval.</p>

Initial _____

		<p>Full Environmental file to be submitted before any work will commence on Site (including but not limited to): Copy of Site Environmental Inspection Documents / Sheet.</p> <p>Temporary Services and Facilities</p> <p>The refuelling of vehicles and plants need to be done in a banded area, and or if not possible, needs to be done over a secured drip tray.</p> <p>Vehicles worked on outside the wash bays will have portable drip trays placed under them to catch oil and diesel which may leak from the vehicles.</p> <p>Protection of Flora</p> <p>The removal, damage and disturbance of indigenous flora is prohibited. The Contractor shall request permission before removal of any vegetation on the designated work area and undertake to demarcate and protect flora outside the designated work area.</p> <p>Protection of the Fauna</p> <p>The Contractor shall protect fauna living within the site and shall ensure that fishing, hunting, snaring, poisoning, shooting, nest raiding or egg-collecting and disturbance does not occur. The Contractor is to ensure that his employees are instructed not to feed wild animals, and no domestic pets or livestock are permitted on site.</p> <p>The use of pesticides is prohibited unless approved by the Employer</p>
43	Permits and licences	<p>The contractor shall be in possession of all compulsory permits before commencing with work:</p> <ul style="list-style-type: none"> • Lifting permit for hoisting operations • Confined space permit for work in enclosed or restricted spaces • Diving permit which accounts for limited visibility as specified in DLD 5.7 • Hot work permit for all welding, cutting, and grinding activities. • Hazardous substance permits where applicable.
44	Waste and surplus materials	<p>The Contractor shall remove spent grit, coating material containers, used masking materials, or any other waste generated by on-site work to an approved solid waste dump.</p> <p>Refuse and Waste Control</p> <p>The management of solid waste on site shall be strictly controlled and monitored. The Contractor shall adhere to and implement the following:</p> <ul style="list-style-type: none"> ▪ Labelled recycling bins shall be used, and waste separated where possible. In addition, a recycled-material collection schedule shall be established, and the bins shall be collected regularly.

Initial _____

		<ul style="list-style-type: none"> ▪ Eating areas for the construction staff shall be designated and supplied with waste bins to control litter. ▪ No on-site burying or dumping or unauthorized burning of any waste materials, vegetation, litter or refuse shall occur. <p>Solid waste shall be disposed of off-site, at an approved landfill site. The Contractor shall supply the Employer with a certificate of disposal; and waste shall be separated into recycling, domestic waste, building/construction rubble, scrap metal, oil and grease, and hazardous waste and dealt with in the following manner:</p> <ul style="list-style-type: none"> ○ Recycling Suitable recycling bins, all with lids, shall be provided by the Contractor for his own buildings. Recycling shall be collected and removed from all facilities on the site at least twice per week. Recycling waste shall be transported to the approved refuse disposal site off-site in covered containers or covered trucks. ○ Domestic waste Suitable refuse bins, all with lids, shall be provided by the Contractor for his own buildings. Refuse shall be collected and removed from all facilities on the site at least twice per week. Domestic waste shall be transported to the approved refuse disposal Site off Site in covered containers or covered trucks. c) Organic waste Refuse from food preparation and eating areas shall be collected and removed daily. Organic waste shall be disposed of as per domestic waste. d) Building / Construction waste Inert building/construction rubble shall be disposed of by burying it in the dam basin in borrow pits, at the site, and in such a way as approved by the Employer. e) Decommissioned equipment All decommissioned equipment shall be transported to the DWS Uitkeer Workshop. f) Used oil and grease Used oil and/or grease shall be removed from the site and sold to an approved used oil recycling company. The certificate thereof shall be placed on file on site. g) Hazardous waste All hazardous waste shall be disposed of in an approved hazardous waste disposal Site and a disposal certificate supplied to the Employer. The certificate thereof shall be placed on file on site.
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45	Communication system	All communication shall be in English by way of letter, email, or meeting minutes to ensure an audit trail. Telephone and virtual meetings will also be considered, provided that evidence of meetings is presented in writing.
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DEPARTMENT OF WATER AND SANITATION

DWS01 0525 WTE

**MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION,
COMMISSIONING AND SITE SUPERVISION FOR THE
REFURBISHMENT OF DARLINGTON DAM. ONLY RESPONDENTS
WITH CIDB GRADING 8ME OR HIGHER ARE ELIGIBLE TO BID**

C4 SITE INFORMATION

Initial _____

Introduction

Darlington Dam (previously known as Lake Mentz) is a gravity-type dam located on the Sundays River 112 kilometres the town of Kirkwood in the Eastern Cape province of South Africa. Completed in 1922, the dam was constructed to provide a reliable and consistent water supply for large-scale irrigation in the Sundays River Valley. Its primary functions include supplying water for irrigation, industrial use, and domestic consumption.

Historical Background

The construction of Darlington Dam faced a series of significant challenges, including shortages of materials and machinery due to the disruptions caused by World War I, labour-related issues, and the adverse impact of severe droughts on the project's timeline. Despite these setbacks, the dam was successfully completed in 1922, though it was not filled until 1928. Over the years, the dam's design and capacity have been modified to address challenges such as sedimentation and the growing demand for water in the region. The dam wall was raised in 1935, and additional modifications were carried out between 1948 and 1952, resulting in an increase in the dam's total capacity to approximately 187 million cubic meters.

Geographical Location

Darlington Dam is situated in the Eastern Cape province of South Africa, near the towns of Kirkwood and Jansenville. It is located within the boundaries of the Addo Elephant National Park. The dam is approximately 12 kilometres east of the Addo Elephant Airstrip and around 6 kilometres from the Darlington Section of the Addo Elephant Park.

The GPS coordinates of Darlington Dam are approximately 33.3800° S latitude and 25.7192° E longitude.

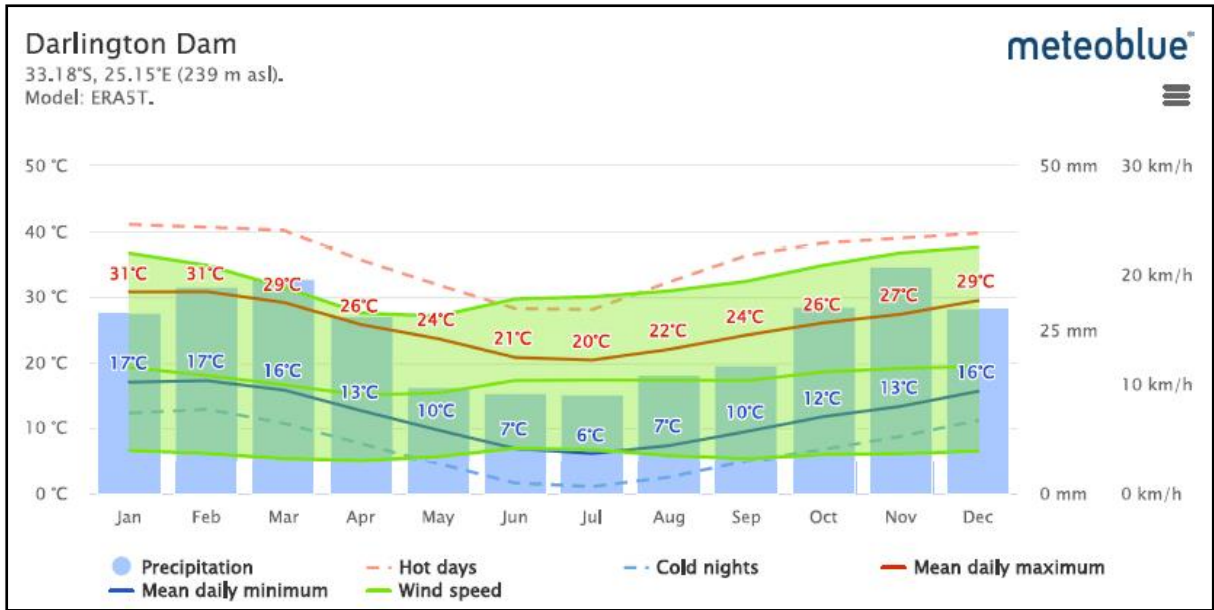
Weather History

The climate surrounding Darlington Dam is characterized by warm summers and mild winters. This semi-arid climate is influenced by the region's proximity to the Indian Ocean, which moderates temperatures throughout the year, as well as the varying altitudes of the surrounding landscape.

During the summer months, average high temperatures typically range from 20°C to 30°C, with occasional heatwaves that push temperatures higher. The region generally experiences dry conditions during the summer, with rainfall occurring sporadically, particularly in late summer from January to March.

In winter, temperatures are cooler, with daytime highs averaging between 15°C and 20°C, and nighttime temperatures can drop to between 5°C and 10°C. Frost may occur on colder mornings, although it is typically not severe. Winter precipitation is generally limited, with most of the rainfall occurring during the warmer months.

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Average Monthly Temperature (°C)

The "mean daily maximum" (solid red line) represents the maximum temperature for each month, while the "mean daily minimum" (solid blue line) shows the average minimum temperature. The "hottest day" and "coldest night" (dashed red and blue lines) illustrate the extremes experienced during each month over the past 30 years.

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Site Description



Figure 1: Google Maps View of Dam Outlet Works

- A. Auxiliary Spillway
The system consists of two sluice gates, which is currently left in an open position. It functions as an overflow mechanism, safeguarding the dam against potential flooding and mitigating the risk of rapid water level increases caused by upstream rainfall.
- B. Main Spillways (Non-operational)
The primary spillway is comprised of five sluice gates, which are operated by mechanical operation, supported by large concrete counterweights. The system is antiquated and currently non-operational, with all five gates in the closed position. In late 2024, divers reinforced the seals on the Stoney gates, enhancing their sealing capacity.
- C. Left Bank Outlet works (Area where work will be carried out)
The system when looking downstream, consists of six vertical shafts with three independent inlets per shaft (each vertical shaft hereby referred to as Line i.e. Vertical Shaft 1 referred to as Line 1). The Dam currently utilizes the bottommost inlet from each line to release water into the Sundays River. Hydraulically actuated sleeve valves are used to control the release of water. The upper two inlets of each shaft are blanked off on the downstream end. All 18 inlets currently have cast iron 1200 NB pipes encased in the dam wall. The shafts are numbered 1 to 6 from left to right (when looking downstream). The refurbishment (corrosion protection) of Line 3 has been completed. The remaining 5 shafts remain in the existing un-refurbished condition. Currently installed at the intakes of Line 3, is a caisson which was used to conduct the refurbishment of the abovementioned line.
- D. Old Intake Tower (Decommissioned)
- E. Access road
Road used to access Darlington Dam.

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Figure 2: Left bank outlet works and access

F. Boat Launch Bay

Used for launching boats and vessels to facilitate operations and transportation of materials.

G. Available Space

Approximately 7500 m² space available for storage or on-site required facilities.

CIDB SKILLS DEVELOPMENT

PROCUREMENT

Based on the agreed skills methods the contractor may employ part/full Occupational Qualification Learners and /or Trade Qualification Learners and/or Work Integrated Learners and/or Candidates directly or through a Skills Development Agency (SDA), training provider or skills development facilitator (Form A1 - List of cidb accredited SDAs). The contractor shall ensure that no more than one Method shall be applied to any individual concurrently in the calculation of the CSDG for the contract.

The contractor may only place 33% employees employed by him or that of his subcontractors contributing to the CSDG.

The contractor shall employ at least 60% of the learners from a Public FET / TVET college should the contractor select to have trade qualification learners (Method 2) contributing to the CSDG.

MANAGEMENT

The contractor shall achieve the measurable CSDG by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the Skills Methods as agreed: Part/Full Occupational Qualification Learners (Method 1) and/or Trade Qualification Learners (Method 2) and/or Work Integrated Learners (Method 3) and/or Candidates (Method 4) as per the Standard in relation to work directly related to the contract or order as indicated under clause 4.2 and 4.3 in the Standard.

The contractor must ensure all beneficiaries of the Standard are registered with CIDB Skills Development Agency (SDA)

The Format of Communications:

The contractor shall, within 30 days of award of the contract and in the specific format (**Form A2 Baseline Training Plan**), submit to the Employer's representative a baseline training plan.

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The contractor shall submit to the Employers Representative:

- An interim contract compliance training report in the specific format (**Form A3 Project Interim Report**) at intervals which do not exceed 3 months; and
- A final contract compliance training report, in the specific format (**Form A5 Project Completion Report**). This report shall, respectively, be submitted within 15 days of; reaching completion, end of the service, the delivery date for all work required or practical completion (in the case of professional service), service, design and construct contracts, and engineering and construction works contracts.

The Key Personal:

For Structured Workplace Learning Opportunities for Learners (Method 1 and Method 2) The Contractor shall:

- Appoint a responsible supervisor to allocate learning tasks, to learners in line with their training plans.
- Appoint an artisan in the applicable trade with a minimum of 3 years to mentor learners associated with structured workplace learning.

For Structured Workplace Learning for Candidates (Method 3 and Method 4) The contractor shall:

- a) appoint a supervisor who is actively engaged in work directly associated with the contract to issue tasks,
- b) appoint a suitable mentor as required by the professional body or statutory council.

Management Meetings:

The contractor shall report to the Employer's Representative on the implementation and progress of the CSDG

The Forms for contract administration:

The contractor shall submit to the Employer's Representative the following proformas:

- Form A2 Baseline Training Plan
- Form A3 Project Interim Report
- Form A5 Project Completion Report

Records:

The contractor shall:

- Keep records for learners and candidates of the hours worked and registration with the cidb SDA, Sector Education Training Authorities SETA's (where required) and professional statutory councils (where required) particulars towards compliance with this Standard.
- Ensure all the documentation required in terms of clause 4 in the Standard is provided in a timely manner and according to a prescribed format where applicable.
- Upon termination of the opportunities provided to satisfy the CSDG, certify the quantum and nature of the opportunity and submit the certificate and counter-certified by the relevant individual, to the Employer's representative for record-keeping purposes.

Payment Certificates:

The contractor shall:

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- Achieve the measurable CSDG as agreed by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the Skills Methods as per the Standard in relation to work directly related to the contract or order as indicated under clause 4.2 and 4.3 in the Standard.
- Submit payment certificates to the Employer's Representative at intervals determined in the Contract.

PRO-FORMA DOCUMENTS

- Form A1 List of Recognised Skills Development Agencies
- Form A2 Baseline Training Plan
- Form A3 Project Interim Report
- Form A4 Supervisor Agreement
- Form A5 Project Completion Report

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CIDB SKILLS STANDARD

FORM A1 - CIDB RECOGNISED SKILLS DEVELOPMENT AGENCIES

Form A1 List of Recognised Skills Development Agencies (SDA) Version 2 – 01/04/2021

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CIDB Recognised Skills Development Agencies

No	Name of SDA	SDA Registration Number	Status	Recognition Date End	Province	Contact Person	Contact Number	Email Address
01	CIDB SDA	SDA/ZA/16/00001	Active	01/04/2025	National	Pranveer Harriparsadh	012 482 7230	pranveerh@cidb.org.za
02						Thabelo Ramaru	012 482 7249	thabelor@cidb.org.za
03								
04								
05								
06								
07								
08								
09								
10								

Form A1 List of Recognised Skills Development Agencies (SDA) Version 2 – 01/04/2021

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CIDB SKILLS STANDARD

FORM A2 - BASELINE TRAINING PLAN

Form A2 Baseline Training Plan Version 3 – 28/04/2023

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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				
Tender Sum (at tender award excluding VAT)				
Project Location				
Project duration				
Estimated start date				
Estimated Completion date				
Description	Designation	Project Value	CSDG %	Min CSDG Target
Civil Eng.	CE		0.25	
General Building	GB		0.50	
Electrical Eng. (Building)	EB		0.25	
Electrical Eng. (Infrastructure)	EP		0.25	
Mechanical Eng.	ME		0.25	
Specialist	SW		0.25	
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 48495 28 April 2023 for the notional costs

Contractor's Representative Name: _____ Designation: _____

Signature: _____ Date: _____

Employer's Representative Name: _____ Designation: _____

Signature: _____ Date: _____

Form A2 Baseline Training Plan Version 3 – 28/04/2023

Initial _____

For Office Use for SDA				
Action	Status			
Project verified on CIDB Register of Projects (RoP)	Yes		No	
Training plans developed	Yes		No	
Appropriate learners available	Yes		No	
Target learners sent to contractor	Yes		No	
SDA processes explained to contractor	Yes		No	
Placement plan developed	Yes		No	
Training Method	Percentage (%) contribution to the CSDG			
Method 1				
Method 2				
Method 3				
Method 4				
Total				

CIDB SDA Contact Person: Mr Pranveer Harriparsadh or Thabelo Ramaru
 Email address: pranveerh@cidb.org.za or thabelor@cidb.org.za Tel. 012 482 7230/7249

SDA Representative Name: _____ Designation: _____

Signature: _____ Date: _____

CIDB SKILLS STANDARD

FORM A3 – PROJECT INTERIM TRAINING REPORT

Form A3 Project Interim Training Report

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CIDB SKILLS STANDARD

FORM A4 - SUPERVISOR/LEARNER AGREEMENT

Form A4 Supervisor/Learner Agreement Version 2 – 1/04/2021

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Memorandum of understanding between Supervisor and Learner

The Contractor is responsible for the effective management of the learning opportunities provided through the cidb *Standard for the Development of Skills through Infrastructure Contracts* (cidb Skills Standard). The attainment of successful learning outcomes and professional development of the learners is largely dependent on the relationship between the assigned Supervisor and the Learner. As a participant in the implementation of the cidb Skills Standard you agree to the Supervisor relationship and commit to endeavour through the challenges of a construction project to give value to the training programme.

The Responsibilities of a Supervisor to the Learner include:

- stimulating a passion for construction
- sharing technical and practical knowledge
- fostering the development of technical and leadership skills
- facilitating networking within the working community
- instilling an expectation of personal growth and learning by the Learner
- developing knowledge and understanding in the areas of health, safety, environment, quality and production
- inculcating professionalism and a desire for continual improvement by the Learner
- creating a nurturing relationship that instils a sense of discipline and professional pride
- giving constructive feedback and
- signing the Learners logbook.

Supervisor's name _____

Signature: _____ Date: _____

The Responsibilities of a Learner are:

- adhere to the Host Employer's onsite rules and policies
- have an expectation of personal growth and learning
- to be enthusiastic and motivated
- to be open and accept supervision from the Supervisor and other colleagues
- to develop a thorough understanding of health, safety, environment, quality and production
- to have a positive attitude
- to display a strong sense of discipline and to be conscious of time
- to operate within the team
- to take the time to learn and practice new skills
- to make time to fill in your logbook and obtain the Supervisor's signature for completed tasks

Intern's Name: _____ ID No: _____

Signature: _____ Date: _____

CIDB SKILLS STANDARD

FORM A5 – FINAL TRAINING REPORT

Form A5 Final Training Report

Initial _____

Section A: Employer Information									
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cidb Employer Number

Employer Name

Section B: Contract Data									
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cidb Contract Number

Contract Title	
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	Tender Value (R)	
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Contract Skills Development Goal (R)	
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SIP Number (If Applicable)	
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SIP Project Code (If Applicable)	
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		SECTION C: Definitions and Beneficiary Information	
Expenses Methodology			

Training Methods: trainees develop learning opportunities for learners towards the attainment of expert or a full occupational qualification.

Method 1 (M1): structured workplace learning opportunities for learners towards the attainment of a part or a full occupational qualification;

Method 2 (M2): structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade subject to at least 60% of the artisan learners being holders of public TVET college qualifications;

Method 3(M3): work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diploma; a three month suspension of at least 50% of the unit's lecturers being holders of public VET college qualifications; **Method 4(M4):** structured grade 12 large scale opportunities for grade 12 students in a profession; [saesana-bwip.stat.gov.za/infocentre/tables/tables.htm](https://www.stat.gov.za/infocentre/tables/tables.htm) listed in Table 1 in the CIDB Standard for Developing Skills Through Infrastructure Contracts Gazette No. 43495

Method 4(M4): structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council listed in Table 1 in the CIDB Standard for Developing Skills Through Infrastructure Contracts Gazette No. 43495

[illegible]

Section D: Declaration - Contractor Representative

Name of Contractor Rep		Title	Initials	Surname
Designation				
e-mail				
Mobile		0	-	
Office Telephone		0	-	
Date		Y Y Y Y	- M M	- D D

I, the undersigned warrant that:

- I am duly authorised to submit this notice on behalf of the Contractor
- The contents of this notice are within my personal knowledge, and are to the best of my belief both true and correct.

Signature	
Date completed	Y Y Y Y - M M - D D

Section E: Declaration: Employer's Representative

Name of Representative		Title	Initials	Surname
Designation				
e-mail				
Mobile		0	-	
Office Telephone		0	-	
Date		Y Y Y Y	- M M	- D D

I, the undersigned warrant that:

- The contents of this notice are within my personal knowledge, and are to the best of my belief both true and correct.

Signature	
Date completed	Y Y Y Y - M M - D D



DEPARTMENT OF WATER AND SANITATION

DWS01 0525 WTE

**MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION,
COMMISSIONING AND SITE SUPERVISION FOR THE
REFURBISHMENT OF DARLINGTON DAM. ONLY RESPONDENTS
WITH CIDB GRADING 8ME OR HIGHER ARE ELIGIBLE TO BID**

APPENDICES

Initial _____

APPENDIX A : DRAWINGS

Initial _____

APPENDIX B : PARTICULAR SPECIFICATION DLD

Initial _____