



## DEPARTMENT OF WATER AND SANITATION

DUE AT 11:00 ON

CLOSING DATE: 30 OCTOBER 2025

DWS11 0825 WTE

**MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF  
PRECAST BEAMS AND PARAPET WALLS INCLUDING PILING  
FOR THE ACCESS ROAD BRIDGE TO NANDONI DAM REMEDIAL  
ACTION PROJECT - ONLY RESPONDENTS WITH CIDB GRADING  
7CE OR 7SJ OR HIGHER ARE ELIGIBLE TO BID**

SUBMIT BID DOCUMENTS TO:

**POSTAL ADDRESS:**  
DIRECTOR-GENERAL:  
SUPPLY CHAIN MANAGEMENT WTE  
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

**First Compulsory Briefing Session**

**Date: 28 AUGUST 2025**

**Time: 11:00am**

**Second Compulsory Briefing Session**

**Date: 14 OCTOBER 2025**

**Time: 09:00am**

**Venue:** Department of Water and Sanitation: Construction North  
Nandoni Dam Office Building  
**Nandoni Dam**  
Limpopo Province

GPS coordinates: 22° 58' 27.63" S, 30° 35' 50.48" E

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

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

TENDER: (Company Address OR Stamp)

COMPILED BY:

DEPARTMENT OF WATER AND SANITATION: CONSTRUCTION NORTH



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### **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:**

Construction North  
Department of Water and Sanitation

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## DEPARTMENT OF WATER AND SANITATION

**DWS11 0825 WTE**

**MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF PRECAST BEAMS AND PARAPET WALLS INCLUDING PILING FOR THE ACCESS ROAD BRIDGE TO NANDONI DAM REMEDIAL ACTION PROJECT - ONLY RESPONDENTS WITH CIDB GRADING 7CE OR 7SJ OR HIGHER ARE ELIGIBLE TO BID**

### **CONTENT OF DOCUMENT (as presented)**

#### **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

T2.2 Returnable schedules

#### **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 assumptions

C2.2 Bill of quantities

##### **Part C3: Scope of work**

C3 Scope of work

##### **Part C4: Site Information**

C4. Site Information

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## Appendix A: Drawings

7810A-100 Rev B	BRIDGE PILING LAYOUT
7810A-101 Rev B	BRIDGE FOUNDATION LAYOUT
7810A-102 Rev B	BRIDGE DECK LAYOUT
7810A-110 Rev B	BRIDGE ELEVATION LAYOUT
7810A-111 Rev B	BRIDGE SECTION LAYOUT

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## DEPARTMENT OF WATER AND SANITATION

**DWS11 0825 WTE**

### **MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF PRECAST BEAMS AND PARAPET WALLS INCLUDING PILING FOR THE ACCESS ROAD BRIDGE TO NANDONI DAM REMEDIAL ACTION PROJECT - ONLY RESPONDENTS WITH CIDB GRADING 7CE OR 7SJ OR HIGHER ARE ELIGIBLE TO BID**

#### **T1.1 TENDER NOTICE AND INVITATION TO TENDER**

The Department of Water and Sanitation has invited contractors to enter into a contract for the road bridge construction on below items;

- 1) Piling installation
- 2) M8 Pre-cast Beams installation
- 3) UMB8 Pre-cast Beams installation
- 4) Permanent pre-cast formwork installation
- 5) Pre-cast parapet walls installation record /report
- 6) All loading and offloading cost shall be included in the price rates.

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 7CE or CIDB 7SJ or higher.

Documents may be downloaded from Department of Water and Sanitation website at [www.dws.gov.za](http://www.dws.gov.za) and from National Treasury website at [www.etenders.gov.za](http://www.etenders.gov.za).

Queries relating to the issue of these documents may be addressed in writing to [bidenquirieswte@dws.gov.za](mailto:bidenquirieswte@dws.gov.za) and [KhanyileT@dws.gov.za](mailto:KhanyileT@dws.gov.za).

A compulsory site clarification meeting with representatives of the Employer will take place at the Department of Water and Sanitation Construction North, Nandoni Dam project in Limpopo Province. The Site is situated at Nandoni Dam  $\pm$  14km east of Thohoyandou along the R524. GPS coordinates: 22° 58' 27.63" S, 30° 35' 50.48" E) – see submission data for further particulars on **14 OCTOBER 2025 starting at 09:00 hrs.**

The closing time for receipt of tenders is **11:00 hrs** on **30 OCTOBER 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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## DEPARTMENT OF WATER AND SANITATION

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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
<b>4</b>	<b>GENERAL REQUIREMENTS</b>
4.1	The Employer is the <b>Department of Water and Sanitation Chief Directorate Construction Management Construction North</b>
4.2	Appendix A: Drawings 7810A-100 Rev B BRIDGE PILING LAYOUT 7810A-101 Rev B BRIDGE FOUNDATION LAYOUT 7810A-102 Rev B BRIDGE DECK LAYOUT 7810A-110 Rev B BRIDGE ELEVATION LAYOUT 7810A-111 Rev B BRIDGE SECTION LAYOUT
4.4	The employer's agent email address is: <a href="mailto:KhanyleT@dws.gov.za">KhanyleT@dws.gov.za</a>
4.4	The language for communications is <b>English</b> .
<b>5</b>	<b>TENDERER'S OBLIGATIONS</b>

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Clause number	TENDER DATA
5.1.1	<p><b>Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to have their tenders evaluated.</b></p> <ul style="list-style-type: none"> <li>✓ the Respondent is registered on the Central Supplier Database (CSD) for the South African government (see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a>).</li> <li>✓ the Respondent has completed the Compulsory Declaration and there are no legal reasons for not permitting the respondent from contracting with the Employer;</li> <li>✓ the Respondent, is tax compliant or provides written proof from SARS that the respondent has made arrangements to meet outstanding tax obligations;</li> <li>✓ The Tenderer needs to satisfy the requirement of clause 6.8 and 6.11.</li> </ul> <p><b>An Entity is not eligible to submit a bid if:</b></p> <ul style="list-style-type: none"> <li>(a) the Tenderer does not comply with the legal requirements of the Department's Procurement.</li> <li>(b) the Entity submitting the bid is under restrictions or has principals who are under restriction to participate in the Department's procurement due to corrupt or fraudulent practices.</li> <li>(c) the Tenderer does not have the legal capacity to enter into the contract.</li> <li>(d) the Entity submitting the bid is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing.</li> <li>(e) the 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.</li> <li>(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.</li> <li>(g) the Respondent and any of its directors/shareholders are 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 <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) as a person prohibited from doing business with the public sector;</li> <li>(h) the Tenderer has failed to perform on any previous contract and has been given a written notice to this effect.</li> <li>(i) 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.</li> <li>(j) the bid-offer is not signed by a person authorized to sign on behalf of the Tenderer.</li> </ul> <p>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>

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Clause number	TENDER DATA
5.1.1	<p>Only those Tenderers who are registered with the CIDB, or are capable of being so 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 CE or SJ 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"> <li>1. Every member of the joint venture is registered with the CIDB;</li> <li>2. The lead partner has a Contractor grading designation in the CIDB CE or SJ or higher class of construction work; and</li> <li>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 CE or SJ 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.</li> </ol>
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> <p><b>DIRECTIONS:</b> The Department of Water and Sanitation Construction North, Nandoni Dam project in Limpopo Province. The Site is situated at Nandoni Dam ± 14km east of Thohoyandou along the R524. GPS coordinates: (22° 58' 27.63" S, 30° 35' 50.48" E). Easy Access Road to the office with tar road.</p> <p><b>NOTE TO TENDERER:</b> Personal Protective Equipment (PPE) such as safety boots will be required before entering the site to examine some aspects of the works.</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 <b>PDF (soft) copy on a USB flash drive</b> of the complete tender submission and to include this in their tender submission.</p>
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 J, e.g., a company resolution.</p> <p>Complete and sign Annexure J</p>

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Clause number	TENDER DATA
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><b>1) TENDER DETAILS:</b>  <b>Tender reference number: DWS11 0825 WTE</b></p> <p><b>Title of Tender:</b>  <b>MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF PRECAST BEAMS AND PARAPET WALLS INCLUDING PILING FOR THE ACCESS ROAD BRIDGE TO NANDONI DAM REMEDIAL ACTION PROJECT - ONLY RESPONDENTS WITH CIDB GRADING 7CE OR 7SJ OR HIGHER ARE ELIGIBLE TO BID</b></p> <p><b>2) DETAILS AND ADDRESS FOR DELIVERY OF TENDER OFFERS:</b>  <b>Location of tender box</b> THE BID BOX AT THE ENTRANCE  <b>Physical address:</b> ZWAMADAKA BUILDING  157 FRANCIS BAARD STREET,  PRETORIA,  0001</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 <b>NOT</b> 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	The employer reserve the right to arrange access for the following inspections, tests, and analysis at Tenderer's facilities.
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.)
<b>6</b>	<b>EMPLOYER'S UNDERTAKINGS</b>
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 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

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Clause number	TENDER DATA
6.8	<p>Determine, after opening and before detailed evaluation, whether each tender offer that was properly received</p> <ul style="list-style-type: none"> <li>a) complies with the requirements of the standard conditions of tender in this document,</li> <li>b) has been properly and fully completed and signed, and</li> <li>c) is responsive to the other requirements of the tender documents.</li> </ul> <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"> <li>a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work,</li> <li>b) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or</li> <li>c) unfairly affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.</li> </ul> <p>Reject a non-responsive tender offer, and do 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"> <li>a) the gross misplacement of the decimal point in any unit rate,</li> <li>b) omissions made in completing the pricing schedule or bill of quantities, or</li> <li>c) arithmetical errors in <ul style="list-style-type: none"> <li>1) line item totals resulting from the product of a unit rate and a quantity in bill of quantities or schedules of prices, or</li> <li>2) the summation of the prices.</li> </ul> </li> </ul> <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"> <li>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.</li> <li>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.</li> </ul> <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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Clause number	TENDER DATA
6.11	<p>Bids will be evaluated in accordance with the new Preferential Procurement Regulations, 2022, using 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000). The lowest acceptable bid will score 80 points for price, and a maximum of 20 points will be awarded for 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"> <li>(1) Mandatory Requirements,</li> <li>(2) Quality,</li> <li>(3) Price &amp; Preference, and</li> <li>(4) Evaluation Method 4, and</li> <li>(5) Administrative Compliance.</li> </ol>
6.11	<p><b>1) <u>PHASE 1: MANDATORY REQUIREMENTS:</u></b></p> <ul style="list-style-type: none"> <li>• Failure to submit any of the documents listed below will render your bid non-responsive and the bid will be disqualified. <ul style="list-style-type: none"> <li>• Attendance of the compulsory clarification meeting (site briefing session), if applicable: <ol style="list-style-type: none"> <li>a) signed both the attendance registered; and</li> <li>b) submit a Certificate of attendance at compulsory clarification meeting (Annexure A) as per clause 5.7.</li> </ol> </li> </ul> </li> </ul> <p>AND</p> <ul style="list-style-type: none"> <li>• Only those Respondents who are registered with the Construction Industry Development Board or are capable of being so registered within 21 working days from the closing date for submission of tenders, in a contractor grading designation of 7CE or 7 SJ or higher, are eligible to have their submissions evaluated. Proof of CIDB registration to be submitted (Annexure K).</li> </ul> <p>AND</p> <ul style="list-style-type: none"> <li>• The best annual turnover between the two (2) years immediately preceding the bid: Submit financial statement as proof. Has a minimum best annual turnover of R20 000 000.00</li> </ul> <p>AND</p> <ul style="list-style-type: none"> <li>• Registered person in the capacity as Construction Project Manager dealing with Civil Engineering Structures, must be registered with South African Council for the Project and Construction Management Professions (SACPCMP) as a professional and proof of registration in forms of a certificated with valid membership be attached.</li> </ul>
6.11	<p><b>2) <u>PHASE 2: QUALITY</u></b></p> <p>As explained in 6.11.9.</p> <p>The Tenderer must score a minimum of 70 points out of 100 to allow them to proceed to the next phase of evaluation.</p>
6.11	<p><b>3) <u>PHASE 3: PRICE AND PREFERENCE</u></b></p> <p>As explained in 6.11.7 &amp; 6.11.8.</p>
6.11	<p><b>4) <u>PHASE 4: EVALUATION METHOD 4</u></b></p> <p>As explained in 6.11.5</p>

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Clause number	TENDER DATA		
6.11	<b>5) <u>PHASE 5: ADMINISTRATIVE COMPLIANCE</u></b>		
	Tenderers are required to comply with the following listed below:		
	<b>No</b>	<b>Criteria</b>	<b>Yes</b>
	1	Companies must be registered with the National Treasury's Central Supplier Database and must submit a CSD report (Annexure M).	
	2	Tax compliant with SARS. Attach a copy of valid Tax Compliance Status pin page (to be confirmed through SARS) - (Annexure L).	
	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 N).	
	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 J).	
	6	The stipulated minimum threshold percentage for local production and content for steel projects and components is 100% as stipulated by the Department of Trade and Industry (DTI) is applicable.  Please make yourself aware of the stipulated minimum threshold percentage of the specific item(s) as per the specifications. "Annexure C" from the Department of Trade and Industry (DTI) website ( <a href="http://www.thedti.gov.za">www.thedti.gov.za</a> ) needs to be completed and submitted with the bid.  "Failure to meet the minimum local content thresholds or to submit valid exemption letters from the DTI will result in disqualification."	
	7	Complete, sign, submit SBD1, SBD3.1, SBD4, SBD6.1 and Local Production and Content Declaration – Summary Schedule (Annexure C)	
	8	Complete, sign, submit compulsory declaration (Annexure D), preference schedule (Annexure E) & B-BBEE (Annexure F).	
	9	Complete, sign, submit Annexure B, C, H, I, J, O, P, Q, R, S, T & U.	
	10	Failure to Initial the entire tender document, will render your bid non-responsive and disqualified.	

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Clause number	TENDER DATA
6.11.5	<p>The procedure for the evaluation of responsive tenders is Method 4</p> <p>{{(Financial offer – SBD 3.2) (Quality – Annexure O), and (Preference – Annexure E)}}</p> <p>The total number of tender evaluation points (<math>T_{EV}</math>) 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><math>f_1</math> and <math>f_2</math> are fractions,</p> <p><math>f_1</math> equals 1 minus <math>f_2</math> and</p> <p><math>f_2</math> equals 0,2</p> <p><math>N_{FO}</math> 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 <math>W_1</math> equals 80</p> <p><math>N_P</math> is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule</p> <p>Score each of the criteria and sub criteria for quality in accordance with the provisions of the tender data.</p> <p>Calculate the total number of tender evaluation points for quality (<math>N_Q</math>) using the following formula so that the maximum possible evaluation points awarded for the quality:</p> $N_Q = 100 \times S_o / M_s$ <p>where</p> <p><math>S_o</math> is the score for quality allocated to the submission under consideration;</p> <p><math>M_s</math> is the maximum possible score for quality in respect of a submission which equals 100.</p> <p>Up to 100 minus <math>W_1</math> 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><b><u>Price Score:</u></b></p> <p>Score for financial offers using the following formula:</p> $N_{FO} = W_1 \times A$ <p>Where:</p> <p><math>N_{FO}</math> → 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><math>P</math> is the comparative offer of the tender offer under consideration;</p> <p><math>P_m</math> is the comparative offer of the most favourable comparative offer; and</p> <p><math>W_1</math> equals 90 where the financial value inclusive of VAT have a value in excess of R50 000 000,00.</p> <p>OR</p> <p><math>W_1</math> equals 80 where the financial value inclusive of VAT are up to R 50 000 000,00.</p>

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**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 80/20 preference points system in accordance with the PPPFA Act (Act no. 5 of 2000). Where a maximum of 80 points will be awarded in respect of price and a maximum of 10 points will be awarded for specific goals.

**N<sub>p</sub>** shall be calculated to a maximum of 20 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 (80/20system)
Women Ownership	5
Disability Ownership	5
Youth Ownership	5
Location of enterprise (local equals province) – Limpopo Province	2
B-BBEE status level contribution from level 1 to 2 which are QSE or EME	3
<b>TOTAL SCORED POINTS</b>	<b>20</b>

**"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

Initial \_\_\_\_\_

Clause number	TENDER DATA																
	<p>own 20% of the company. Three of the five share holders meet the criterion, i.e. they are women/disability/youth. Therefore, this Tenderer will obtain 60% of the points allowable for this goal.</p> <p>Documents/ information listed on the below Table 2 must be submitted to support and verify points claimed as per Table 1 above.</p> <p><b>Table 2: Documents required for verification of Tenderer claimed points</b></p> <table> <tr> <th>Specific Goal</th><th>Requires Proof Documents</th></tr> <tr> <td>Women Ownership</td><td rowspan="3">Complete Percentage Ownership Affidavit (Annexure E)</td></tr> <tr> <td>Disability Ownership</td></tr> <tr> <td>Youth Ownership</td></tr> <tr> <td>Location of enterprise</td><td>Complete Location of Enterprise Affidavit (Annexure E) and proof of such premises</td></tr> <tr> <td>B-BBEE status level contribution from level 1 to 2 which are QSE or EME</td><td>B-BBEE verification certificate issued by a verification agency accredited by South African National Accreditation Agency (SANAS) or in the case of an EME or a QSE, if permitted in terms of the relevant cade, a duly completed sworn affidavit on the relevant and appropriate form.</td></tr> </table> <p>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.</p>	Specific Goal	Requires Proof Documents	Women Ownership	Complete Percentage Ownership Affidavit (Annexure E)	Disability Ownership	Youth Ownership	Location of enterprise	Complete Location of Enterprise Affidavit (Annexure E) and proof of such premises	B-BBEE status level contribution from level 1 to 2 which are QSE or EME	B-BBEE verification certificate issued by a verification agency accredited by South African National Accreditation Agency (SANAS) or in the case of an EME or a QSE, if permitted in terms of the relevant cade, a duly completed sworn affidavit on the relevant and appropriate form.						
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6.11.9	<p>The quality criteria and maximum score in respect of each of the criteria are as follows:</p> <table> <tr> <th>Quality criteria</th><th>Maximum number of points</th></tr> <tr> <td>1 Company Experience in Relation to Scope of Works</td><td>35</td></tr> <tr> <td>2 Key-personnel / Supervisory and Management Staff</td><td>17</td></tr> <tr> <td>3 Schedule of Plant and Equipment</td><td>30</td></tr> <tr> <td>4 Technical Proposal</td><td>5</td></tr> <tr> <td>5 Preliminary Programme</td><td>10</td></tr> <tr> <td>6 Health and Safety &amp; Environmental procedures</td><td>3</td></tr> <tr> <td><b>Maximum possible score for quality (M<sub>s</sub>)</b></td><td><b>100</b></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"> <li>Annexure O: Quality Achievement Schedule</li> </ul> <p><b>The minimum number of evaluation points for quality is 70.</b></p>	Quality criteria	Maximum number of points	1 Company Experience in Relation to Scope of Works	35	2 Key-personnel / Supervisory and Management Staff	17	3 Schedule of Plant and Equipment	30	4 Technical Proposal	5	5 Preliminary Programme	10	6 Health and Safety & Environmental procedures	3	<b>Maximum possible score for quality (M<sub>s</sub>)</b>	<b>100</b>
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3 Schedule of Plant and Equipment	30																
4 Technical Proposal	5																
5 Preliminary Programme	10																
6 Health and Safety & Environmental procedures	3																
<b>Maximum possible score for quality (M<sub>s</sub>)</b>	<b>100</b>																
6.11.9	<p><b><u>SCORING OF QUALITY:</u></b></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>																

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Clause number	TENDER DATA
6.13	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>a) the Tenderer is registered on the Central Supplier Database (CSD) for the South African government (see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a>);</li> <li>b) the Tenderer, is tax compliant or provides written proof from SARS that the tenderer has made arrangements to meet outstanding tax obligations;</li> <li>c) the financial offer is market-related and/or represents value for money;</li> <li>d) the Tenderer is registered with the Construction Industry Development Board (CIDB) in an appropriate Contractor grading designation;</li> <li>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 <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) as a person prohibited from doing business with the public sector;</li> <li>f) the Tenderer has not: <ul style="list-style-type: none"> <li>i. abused the Employer's Supply Chain Management System; or</li> <li>ii. failed to perform on any previous contract and has been given a written notice to this effect;</li> </ul> </li> <li>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;</li> <li>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;</li> <li>i) the Tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</li> <li>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.</li> </ul>
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"> <li>a) addenda issued during the tender period,</li> <li>b) inclusion of some of the returnable documents, and</li> <li>c) other revisions agreed between the employer and the successful tenderer during the process of offer and acceptance.</li> </ul> <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>

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## DEPARTMENT OF WATER AND SANITATION

DWS11 0825 WTE

### MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF PRECAST BEAMS AND PARAPET WALLS INCLUDING PILING FOR THE ACCESS ROAD BRIDGE TO NANDONI DAM REMEDIAL ACTION PROJECT - ONLY RESPONDENTS WITH CIDB GRADING 7CE OR 7SJ 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) as is bound together in one single document herein. All forms must be properly completed in black ink as required, and the document shall not be taken apart or altered in any way whatsoever.

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

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	
Local Content	Local Production and Content	

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<b>RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES THAT WILL BE INCORPORATED INTO THE CONTRACT</b>		
<b>Doc. Ref. Nr.</b>	<b>Document / Schedule</b>	<b>Completed (Tick)</b>
Annexure F	B – BBEE Status Verification Certificate	
Annexure G	Company Intellectual Property Commission Certificate	
Annexure H	Municipal Declaration	
Annexure I	Annual Financial Statements Declaration	
Annexure J	Authority of Signatory	
Annexure K	Contractor Registration with Construction Industry Development Board (CIDB)	
Annexure L	Tax Compliance Status	
Annexure M	Registration on National Treasury Central Supplier Database	
Annexure N	Proof of Good Standing with Compensation Commissioner	
Annexure O	Quality Achievement Schedules	
Annexure P	Schedule of Proposed Sub-contractor	
Annexure Q	Form of Offer and Acceptance (Part C1.1)	
Annexure R	Contract Data (Part C1.2)	
Annexure S	Pro Forma Performance Guarantee (Part C1.3)	
Annexure T	Health and Safety Act agreement	
Annexure U	Financial statement between 2 years immediately preceding the bid to proof annual turnover. Or Proof of financial agreement / guarantee with an accredited South African Financial Service Provider.	
SBD 3.1	SBD 3.1: Bill of Quantities – Firm Price (Priced and extended Provisional Bill of Quantities - Part C2.2)	

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## **DEPARTMENT OF WATER AND SANITATION**

**DWS11 0825 WTE**

**MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF  
PRECAST BEAMS AND PARAPET WALLS INCLUDING PILING  
FOR THE ACCESS ROAD BRIDGE TO NANDONI DAM REMEDIAL  
ACTION PROJECT - ONLY RESPONDENTS WITH CIDB GRADING  
7CE OR 7SJ OR HIGHER ARE ELIGIBLE TO BID**

### **T2.2 RETURNABLE DOCUMENTS AND SCHEDULES**

Initial \_\_\_\_\_



**SBD 1**  
**PART A**  
**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	DWS11 0824 WTE	CLOSING DATE: 30 OCTOBER 2025	CLOSING TIME:	11:00	
DESCRIPTION	MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF PRECAST BEAMS AND PARAPET WALLS INCLUDING PILLING FOR THE ACCESS ROAD BRIDGE TO NANDONI DAM REMEDIAL ACTION PROJECT – ONLY RESPONDENTS WITH CIDB GRADING 7CE OR 7SJ OR HIGHER ARE ELIGIBLE TO BID				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
ENTRANCE OF ZWAMADAKA BUILDING					
157 FRANCIS BAARD STREET					
PRETORIA					
0001					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Bid Enquiries Office		CONTACT PERSON	Mr T Khanyile	
TELEPHONE NUMBER	012 336 7780/6562/8151		TELEPHONE NUMBER	082 963 1221	
FACSIMILE NUMBER			FACSIMILE NUMBER	NA	
E-MAIL ADDRESS	<a href="mailto:bidenquirieswte@dws.gov.za">bidenquirieswte@dws.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:KhanyileT@dws.gov.za">KhanyileT@dws.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

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**SBD 1**  
**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
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.	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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 <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
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 interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**

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

Full Name	Identity Number	Name of State institution

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



## 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 consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

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

### Section 3: SARS Information

<b>Tax reference number</b>	
<b>Tax compliance status pin number</b> (unless a foreign supplier)	
<b>VAT registration number:</b>	<i>State Not Registered if not registered for VAT</i>
<b>The tender is a foreign supplier</b> (tick appropriate boxes)	The tenderer: <input type="checkbox"/> is not a resident of the Republic of South Africa; <b>and</b> <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.

### Section 4: CIDB registration number *(if applicable)*

<b>CIDB Registration number</b>	
---------------------------------	--

### Section 5: National Treasury Central Supplier Database

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

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?

If so, furnish particulars: .....

.....

.....

Initial \_\_\_\_\_



## ANNEXURE D

- 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            |  |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |  |

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

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

\*insert separate page if necessary

### Section 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                   |   |

Initial \_\_\_\_\_



## ANNEXURE D

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):

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

### 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

Initial \_\_\_\_\_



## ANNEXURE D

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

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## ANNEXURE D

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 requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

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

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

Signed	Date
Name _____	Position _____
Tenderer _____	

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 applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the organ of state**
- a) The applicable preference point system for this tender is the **80/20** preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
  - (b) Specific Goals.
- 1.4 **To be completed by the organ of state:**
- The maximum points for this tender are allocated as follows:
- |  | POINTS     |
|--|------------|
| <b>PRICE</b>                                     | <b>80</b>  |
| <b>SPECIFIC GOALS</b>                            | <b>20</b>  |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b> |
- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

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## 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:

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

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.

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

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

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

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

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as

Initial \_\_\_\_\_

## SBD 6.1



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.

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# 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 Limpopo 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	B-BBEE Verification Certificates issued by a verification agency accredited by the South African National Accreditation System (SANAS) (see <a href="http://www.sanas.co.za/Pages/index.aspx">www.sanas.co.za/Pages/index.aspx</a> ) 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: <ul style="list-style-type: none"> <li>o <a href="http://www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-QSE-Gen.pdf">www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-QSE-Gen.pdf</a></li> <li>o <a href="http://www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-EME-Gen.pdf">www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-EME-Gen.pdf</a></li> <li>o <a href="http://www.abp.org.za/wp-content/uploads/2018/03/Final-CSC-EME-Affidavit-March-2018-2.pdf">www.abp.org.za/wp-content/uploads/2018/03/Final-CSC-EME-Affidavit-March-2018-2.pdf</a></li> </ul>

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## 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		Preference claimed (tick relevant block)
		90/10 preference points system	80/20 preference points system	
Ownership	by women	Up to 2	Up to 5	
	by people with disabilities	Up to 2	Up to 5	
	by youth	Up to 2	Up to 5	
Location of enterprise	Limpopo Province	1	2	
B-BBEE status	Level 1 or level 2 contributors who are Exempted Micro Enterprises or Small Qualifying Enterprises	3	3	

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

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

80 / 20 preference points system:  $NO = 5 \times PS / 100$

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 *Limpopo* 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**

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# LOCAL PRODUCTION AND CONTENT



SATS 1286.2011

## Annex C

### Local Content Declaration - Summary Schedule

(C1)	Tender No.		
(C2)	Tender description:		
(C3)	Designated product(s)		
(C4)	Tender Authority:		
(C5)	Tendering Entity name:		
(C6)	Tender Exchange Rate:	Pula	EU
(C7)	Specified local content %		GBP

**Note:** VAT to be excluded from all calculations

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B

Date:

(C20) Total tender value	
(C21) Total Exempt imported content	
(C22) Total Tender value net of exempt imported content	
(C23) Total Imported content	
(C24) Total local content	
(C25) Average local content % of tender	

Initial \_\_\_\_\_

# ANNEXURE F



## 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](http://www.thedti.gov.za/gazettes/Affidavit_EME.pdf))

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

Sufficient evidence of B-BBEE Status is:

- a) 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](http://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



### MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS

In the case of a joint venture, separate municipal declarations shall be submitted in respect of each partner.

#### Section 1: Enterprise Details

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

<b>Municipality where the business is situated</b>	
--	--

<b>Municipal account number for rates</b>	
---	--

<b>Municipal account number for water and electricity</b>	
---	--

**Attach a** copy of municipal accounts which includes the municipal account number for rates and for water and electricity not older than 3 months

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the tendering entity *(tick appropriate box)*:

- ☐ has a municipal account and the tendering entity's municipal rates and taxes and service charges in the municipality where the business is situated are not in arrears
- ☐ does not have a municipal account as the rental agreement for the property from which the business operates is inclusive of municipal rates, electricity and water charges and the owner of the property is responsible for settling all municipal rates and charges.

Signature: .....

Name: .....

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

Telephone: ..... Date: .....

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

Initial \_\_\_\_\_



# ANNEXURE I



## 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 12 months of the financial year end.  
*[Attach the income statement and the balance sheet contained in the financial statement]*
- 6) The annual turnover for the 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 J



### AUTHORITY OF SIGNATORY

#### **CONTRACTOR'S DULY AUTHORISED SIGNATORY**

Details of person responsible for tender process:

Name:

Contact number:

Office address:

Attach herewith a Duly authorised signatory from of company with proof of authority for signatory, e.g. a company resolution.

Attached hereto this page is my / our Proof of authority for signatory of duly authorised person/s (supporting documents).

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

DATE: .....

Initial \_\_\_\_\_

## ANNEXURE K



### 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 7CE or 7SJ 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](http://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 L



### 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 M



### 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](http://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 N



### 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 \_\_\_\_\_

## ANNEXURE U



**FINANCIAL STATEMENT BETWEEN 2 YEARS IMMEDIATELY PRECEDING THE BID TO PROOF ANNUAL TURNOVER (R 20 000 000.00) OR PROOF OF FINANCIAL AGREEMENT / GUARANTEE WITH AN ACCREDITED SOUTH AFRICAN FINANCIAL SERVICE PROVIDER**

**CONTRACTOR'S FINANCIAL STATEMENT BETWEEN 2 YEARS IMMEDIATELY PRECEDING THE BID TO PROOF ANNUAL TURNOVER (R 20 000 000.00) OR PROOF OF FINANCIAL AGREEMENT / GUARANTEE WITH AN ACCREDITED SOUTH AFRICAN FINANCIAL SERVICE PROVIDER.**

Attached to this page: Financial statement between 2 years immediately preceding the bid to proof annual turnover (R 20 000 000.00) OR proof of financial agreement / guarantee with an accredited South African Financial Service Provider.

Attached hereto this page is my / our financial statement between 2 years immediately preceding the bid to proof annual turnover (R 2 000 000.00) or financial agreement / guarantee with an accredited South African Financial Service Provider.

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.

The Tenderer must provide one (1) reference letter for R 9 million including VAT project done and two (2) reference letters for no less than R 5 million including VAT projects done, as the contractor for Road Bridge construction works including pilling, beams and parapet wall installation according to the following:

- One project having a contract value of at least R 9 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 5 million including VAT and which has been satisfactorily completed during the last five years.

Tenderers are required to prove any of their company's relevant experience with regards to the provision in manufacturing / installation of road bridge Pilling, Pre-cast beams and Parapets walls services in projects, in relation to the Scope of work. 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

All projects completed successfully in relation to manufacturing / installation of road bridge Pilling, Pre-cast beams and Parapets walls should be proven by Practical/Final Completion Certificate/Take over certificate. Proof (Practical/Final Completion Certificate/Take over certificate) must indicate the following:

- a) It must be signed off and properly dated by the project manager of the construction project awarding company.
- b) It must also state the full description of the construction works performed.
- c) The name of your company as reflected on your company's registration certificate must be clearly mentioned within the project completion certificate.
- d) It must also state the project commencement date, date of practical & final completion.
- e) In addition to the above, it must also have valid contactable reference numbers as well as the email address of the project manager.

Initial \_\_\_\_\_



## ANNEXURE O



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

Table: Evaluation of Company Experience

CRITERIA	SCORING CRITERIA	POINTS 35
Company experience (The suitability of resources to Scope of Work)  (Total points: 35)	Completed projects that dealt with Road Bridge construction relevant work done, will be accepted for evaluation. The following activities which were where completed	
	<ul style="list-style-type: none"> <li>• Road Bridge Piling installation</li> <li>• Road Bridge precast Beams manufacturing and installation</li> <li>• Road Bridge Parapet walls manufacturing and installation</li> </ul>	
	The Tenderer has submitted insufficient information to determine a score	0
	The company experience has not satisfied the requirements for the project in terms of experience in the scope of work required.  Proof (Practical/Final Completion Certificate/Take over certificate): Two projects having a contract value no less than R 5 million including VAT and which has been satisfactorily completed during the last five years.	10
	The company experience is complete and reasonable satisfactory.  Proof (Practical/Final Completion Certificate/Take over certificate): One project having a contract value of at least R 9 million including VAT and which has been satisfactorily completed during the last five years.	25
	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 (Practical/Final Completion Certificate/Take over certificate): One project having a contract value of at least R 9 million including VAT and which has been satisfactorily completed during the last five years And One project having a contract value no less than R 5 million including VAT and which has been satisfactorily completed during the last five years.	30
	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 (Practical/Final Completion Certificate/Take over certificate): One project having a contract value of at least R 9 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 5 million including VAT and which has been satisfactorily completed during the last five years.	35

Initial \_\_\_\_\_

## ANNEXURE O



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 O



### A2: Key-personnel / Supervisory and Management Staff

[MAX POINTS: 17]

**The Tenderer will receive a maximum of 17 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 should be indicated on the organisation chart or organogram (but not limited to):

- Contractor's MD / CEO
- Construction Project manager
- Civil Technician
- Site Foreman

#### **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 three months) of all qualification certificates, short courses attended and SACPCMP registrations certificates and must be attached to the tender documents for scoring of points, otherwise no points will be allocated.

A CV of the Project manager, Civil Technician and Site foreman 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. Place (s) of tertiary education and dates associated therewith
- c. Professional awards

##### 2) Qualifications (degrees, diplomas, membership of professional registrations)

##### 3) Skills

##### 4) Name of current and previous employer and position in enterprise

##### 5) Overview of postgraduate experience (year, organization and position)

##### 6) References

Initial \_\_\_\_\_

## ANNEXURE O



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

### **A. Construction Project manager.**

Must have at least a National Diploma or B-Tech or Degree in Civil Engineering with a minimum of 4 years' experience of project management in Bridge construction projects. Involved in Design Engineering companies, Project Management companies and Consultant companies, member who is a professionally registered with SACPCMP.

### **B. Civil Technician**

Must have at least a Civil Engineering National Diploma (ND) qualification with at least 3 years' experience.

### **C. Site Foreman**

Must have at least a Valid Trade Test certificate issued by an accredited institution with at least 4 years' experience. Must specialised at least in one of the following fields

- Concrete
- Shuttering
- Steel fixing

OR

Where the Foreman doesn't have qualifications, the foreman must have at least experience of 16 years in Bridge construction.

Initial \_\_\_\_\_

## ANNEXURE O



CRITERIA	SCORING CRITERIA	POINTS
	<b>Minimum of 4 years' experience of project management in Civil Engineering projects.</b> <b><i>Involved in Design Engineering companies, Project Management companies, Construction and Consultant companies, member who is a professionally registered with SACPCMP, with skills and experience in Civil engineering structures.</i></b>	
<b>Construction Project manager</b>  (Weight 10)	The Tenderer has submitted insufficient information to determine a score. No CV submitted or No experience in Civil Engineering construction field and no recognized qualifications.	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 Road bridge construction experience.	2
	The CV and supporting information submitted is complete and reasonable meet the requirements. CV submitted with more than 3 years but less than 6 years of Road bridge construction experience.	6
	The CV and supporting information provided is complete and adequately in line with the required qualifications and experience. CV submitted with more than 6 years but less than 10 years of Road bridge construction experience.	8
	The CV and supporting information have satisfied the requirements for the project in terms of the keyperson experience, as a specialist in the Road Bridge construction field. CV submitted with 10 years or more of Road bridge construction experience and of the indicated qualifications.	10

Initial \_\_\_\_\_



## ANNEXURE O

CRITERIA	SCORING CRITERIA	POINTS
	<b>Must have at least a Civil Engineering National Diploma (ND) qualification with at least 3 years' experience in bridge construction.</b>	
<b>Civil Technician</b>  (Weight 5)	The Tenderer has submitted insufficient information to determine a score. No CV submitted or No experience in Civil Engineering construction field and no recognized qualifications	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 Bridge construction experience	1
	The CV and supporting information submitted is complete and reasonable meet the requirements. CV submitted with more than 3 years but less than 6 years of Bridge construction experience.	3
	The CV and supporting information provided is complete and adequately in line with the required qualifications and experience. CV submitted with more than 6 years but less than 10 years of Bridge construction experience.	4
	The CV and supporting information have satisfied the requirements for the project in terms of the keyperson experience, as a specialist in the Road Bridge construction field. CV submitted with 10 years or more of relevant experience	5

Initial \_\_\_\_\_

## ANNEXURE O



CRITERIA	SCORING CRITERIA	POINTS
	<p><b>Must have a Valid Trade Test certificate issued by an accredited institution with at least 4 years' experience. Must specialised at least in one of the following fields</b></p> <p>-Concrete -Shuttering -Steel fixing</p> <p><b>OR</b></p> <p><b>Where the Foreman doesn't have qualifications, the foreman must have at least experience of 16 years in Bridge construction.</b></p>	
<b>Foreman</b>  (Weight 2)	The Tenderer has submitted insufficient information to determine a score. No CV submitted or less experience in Bridge construction field or no <b>Valid Trade Test certificate</b>	0
	<p>The CV and supporting documents (<b>Must have a Valid Trade Test certificate issued by an accredited institution with at least 4 years' experience. Must specialised at least in one of the following fields: Concrete, Shuttering &amp; Steel fixing</b></p> <p><b>OR</b></p> <p><b>The CV with Supporting documents (Where the Foreman doesn't have qualifications, the foreman must have at least experience of 16years in Bridge construction.</b></p>	2

SIGNATURE: .....

DATE: .....

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

Initial \_\_\_\_\_

## ANNEXURE O



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

KEY-PERSON	POINTS SCORE
Project manager	/10
Civil Technician	/5
Foreman	/2
<b>TOTAL</b>	<b>/17</b>

Initial \_\_\_\_\_



## ANNEXURE O



### A3: SCHEDULE OF PLANT AND EQUIPMENT

[MAX POINTS: 30]

**The Tenderer will receive a maximum of 30 points based on information provided in this schedule.**

This schedule of plant and equipment should indicate what Plant and equipment the tenderer owns or will be hired to execute the project requirement efficiently and safe. A proof must be attached for each plant/equipment demonstrating ownership such as Registration book or Proof of purchase or Arrangement letter with plant and equipment hire company, indicating tenderer details. The below information must be clearly indicated.

- 1) Plant /Equipment Description
- 2) Plant/Equipment Registration number
- 3) Plant /Equipment Capacity

CRITERIA	SCORING CRITERIA	POINTS 30
	<b>Plant and equipment the tenderer owns or will be hired Bridge Piling Machine, Crane and Crane truck</b>	
Schedule of Plant and Equipment (Weight 30)	The Tenderer has not submitted a schedule of Plant and Equipment	0
	The Tenderer Submitted a complete schedule of Plant and Equipment that meet the requirements.	
	• Bridge Piling Machine (Owner and Proof of ownership attached)	15
	• Bridge Piling Machine (Hired and arrangement letter to hire is attached)	13
	The Tenderer Submitted a complete schedule of Plant and Equipment that meet the requirements.	
	• Crane (Owner and Proof of ownership attached)	9
	• Crane (Hired and arrangement letter to hire is attached)	7
	The Tenderer Submitted a complete schedule of Plant and Equipment that meet the requirements.	
	• Crane Truck (Owner and Proof of ownership attached)	6
	• Crane Truck (Hired and arrangement letter to hire is attached)	4

Initial \_\_\_\_\_

## ANNEXURE O



### A3: TECHNICAL PROPOSAL

[MAX POINTS: 5]

The Tenderer will receive a maximum of 5 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. 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. 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 /Objective/ Methods/Timelines and Resource requirement relating to:

- 1) Project Approach
- 2) Preliminary method statements (please include all quality control methods and Timelines)
  - Bridge Piling installation
  - Bridge Precast Beams manufactured and installation
  - Bridge Parapet walls manufacturing and installation

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.

SECTION NO.	SECTION HEADING AND REQUIREMENTS	POINTS 5
1.	<b>PROJECT APPROACH:</b>  <b>Scoring Requirements:</b>  Does the project approach align well with the Employer's objectives and Outline of services as stated in the Scope of work Sections?	
	<b>Preliminary method statements (Please include all quality control methods for each activity)</b>	
1.1	Bridge Piling installation	2
1.2	Bridge Precast Beams manufactured and installation	2
1.3	Bridge Parapet walls manufacturing and installation	1

Initial \_\_\_\_\_

## ANNEXURE O



### A4: Preliminary Programme

**[MAX POINTS: 10]**

**The Tenderer will receive a maximum of 10 points based on information provided in this schedule.**

The detailed preliminary programme for the works indicating the logic sequence and duration of all activities to be completed by the tenderer within seven (7) Months in appropriate detail for the monitoring of progress on the works. It must be noted that this is preliminary programme, and it will be baselined for the successful bidder.

#### 1) Preliminary Programme

SECTION NO.	SECTION HEADING AND REQUIREMENTS	POINTS 10
1.	<p><b>Preliminary programme:</b></p> <p><b>Scoring Requirements:</b></p> <p>Detailed Preliminary Programme of works, using a computer software. Construction period of seven (7) months and align with the Employer's objectives and Outline of services as stated in the Scope of work Sections.</p> <p>The preliminary programme of works must clearly indicate the following.</p> <ul style="list-style-type: none"> <li>• The Commencement date</li> <li>• Commencement of the works</li> <li>• Due Completion date</li> <li>• The planned completion date</li> <li>• The sequence and timing for carrying out the works</li> <li>• Date of site access and all information required to carry out works</li> <li>• The events that influence the carrying out of the works, including float, critical path and contractors time risk allowance.</li> </ul> <p>Note: Submitted Preliminary programme of works date will be re-based before commencement of works.</p>	
1.1	The tenderer has not submitted detailed preliminary programme of works.	<b>0</b>
1.2	The tenderer has submitted a detailed preliminary programme of works, using a computer software. But the programme of works was not detailed as stated in section 1 above.	<b>3</b>
1.3	The tenderer has submitted a detailed preliminary programme of works, using a computer software, as stated in section 1 above.	<b>10</b>

Initial \_\_\_\_\_

## ANNEXURE O



### A5: Health and Safety & Environmental Procedures

[MAX POINTS: 3]

The Tenderer will receive a maximum of 5 points based on information provided in this schedule.

**The Health and Safety procedures** must outline the safety processes and procedures to be implemented during the Pilling installation, Precast beams manufacturing also installation and parapet walls manufacturing and installation., The plan must demonstrate clearly how to prevent workplace injuries, illnesses, and fatalities by detailing specific hazards and mitigation strategies. It must include arrangements for managing health and safety matters, ensuring compliance with construction regulations.

**This Environmental Procedures** by tenderer must demonstrate how to ensure that appropriate environmental management practices are followed during the construction activities and implement any mitigation measures. The focus should be on soil contamination management, River pollution prevention, Air pollution management and solid waste management.

SECTION NO.	SECTION HEADING AND REQUIREMENTS	POINTS 3
<b>1.</b>  (Weight 2 Points)	<b>The Health and Safety work procedures:</b>  <b>Scoring Requirements:</b>  Are the Health and Safety work Procedures clear and outlines critical issues.	
<b>1.1</b>	The Tenderer has not submitted a Health and Safety work procedures on Scaffolding, working at Heights and Crane (Machinery)	<b>0</b>
<b>1.2</b>	The Tenderer has submitted all Health and Safety work procedures on Scaffolding, working at Heights and Crane (Machinery),	<b>2</b>
<b>2.</b>  (Weight 1 Points)	<b>Environmental Management Procedure:</b>  <b>Scoring Requirements:</b>  Are the Environmental Management procedures clear and outlines critical issues on Water pollution, Oil Spillage and Waste management.	
<b>2.1</b>	The tenderer did not submit the Environmental management procedures on Water pollution, Oil Spillage and Waste management.	<b>0</b>
<b>2.2</b>	The Tenderer has submitted all Environmental management procedures on Water pollution, Oil Spillage and Waste management.	<b>1</b>

Initial \_\_\_\_\_

## ANNEXURE O



### CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 5(1)(h) of the OHS 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 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 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 supervisor 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 O



- 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

### SUMMARY OF QUALITY ACHIEVEMENT SCHEDULE

No.	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	17	
3	Schedule of Plant and Equipment	30	
4	Technical Proposal	5	
5	Preliminary Programme	10	
6	Health and Safety & Environmental management Plans	3	
	<b>TOTAL</b>	<b>100</b>	

Initial \_\_\_\_\_

## ANNEXURE P



### 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.

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

**NOTE:** Acceptance of this tender shall not be construed as approval of all or any of the listed specialist subcontractors. Should any or all of the specialist subcontractors not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the engineer.

NAME OF TENDER: \_\_\_\_\_

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

SIGNATURE OF TENDER: \_\_\_\_\_

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

Initial \_\_\_\_\_



## ANNEXURE Q



### 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 R



### 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 S



### 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 T



### 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 – FIRM PRICES  
(PURCHASES)**

SBD 3.1 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**

**DWS11 0825 WTE**

**MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF PRECAST BEAMS AND PARAPET WALLS INCLUDING PILING FOR THE ACCESS ROAD BRIDGE TO NANDONI DAM REMEDIAL ACTION PROJECT - ONLY RESPONDENTS WITH CIDB GRADING 7CE OR 7SJ OR HIGHER ARE ELIGIBLE TO BID**

### **THE CONTRACT**

#### **C1 AGREEMENTS AND CONTRACT DATA**

**C1.1 FORM OF OFFER AND ACCPETANCE**

**C1.2 CONTRACT DATA**

**C1.3 PRO FORMA PERFORMANCE GUARANTEE**

**C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

Initial \_\_\_\_\_



## DEPARTMENT OF WATER AND SANITATION

**DWS11 0825 WTE**

**MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF PRECAST BEAMS AND PARAPET WALLS INCLUDING PILING FOR THE ACCESS ROAD BRIDGE TO NANDONI DAM REMEDIAL ACTION PROJECT - ONLY RESPONDENTS WITH CIDB GRADING 7CE OR 7SJ 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, DELIVERY AND INSTALLATION OF PRECAST BEAMS AND PARAPET WALLS INCLUDING PILLING FOR THE ACCESS ROAD BRIDGE TO NANDONI DAM REMEDIAL ACTION PROJECT – ONLY RESPONDENTS WITH CIDB GRADING 7CE OR 7SJ 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:** \_\_\_\_\_

Initial \_\_\_\_\_





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

**Name and address of organisation:**

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

**Signature and names of witness:**

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

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

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

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

### **ACCEPTANCE**

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

The terms of the contract, are contained in

Part 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

Initial \_\_\_\_\_



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

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

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

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

**For the Employer:**

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

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

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

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

**Name and address of organisation:**

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

Initial \_\_\_\_\_



**Signature and names of witness:**

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

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

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

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

**SCHEDULE OF DEVIATIONS**

Notes:

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

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

Details \_\_\_\_\_

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

Details \_\_\_\_\_

Initial \_\_\_\_\_



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

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

**FOR THE TENDERER:**

**FOR THE EMPLOYER**

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

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

\_\_\_\_\_  
Capacity

Name and address of organisation

Name and address of organisation

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_  
Date

Initial \_\_\_\_\_



## **DEPARTMENT OF WATER AND SANITATION**

### **DWS11 0825 WTE**

# **MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF PRECAST BEAMS AND PARAPET WALLS INCLUDING PILING FOR THE ACCESS ROAD BRIDGE TO NANDONI DAM REMEDIAL ACTION PROJECT - ONLY RESPONDENTS WITH CIDB GRADING 7CE OR 7SJ 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](http://www.saice.org.za). It is supplemented with the Special Conditions of contract for the GCC and the Contract Data for GCC.

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

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

Initial \_\_\_\_\_

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: <b>DWS DWS11 0825 WTE</b> <b>MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF PRECAST BEAMS AND PARAPET WALLS INCLUDING PILLING FOR THE ACCESS ROAD BRIDGE TO NANDONI DAM REMEDIAL ACTION PROJECT – ONLY RESPONDENTS WITH CIDB GRADING 7CE OR 7SJ OR HIGHER ARE ELIGIBLE TO BID</b> 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 Contract Manager Department of Water and Sanitation: Construction South or any other person appointed from time to time by him and notified in writing to the Contractor.
SCC 5.3.1	"Commencement of the works"
SCC 7.2.1	"Quality of plant, "workmanship and materials"
SCC 7.3.1	"Access to the works"
SCC 7.5.1	"Examination of the works before covering up"
SCC 5.6	"Programme of works"
SCC 8.6.1	"Except if provided otherwise in the Contract Data, the Contractor, without limiting his obligations in terms of the Contract, shall as part of the documentation required before commencing with the works in accordance with Clause 5.3.1, at his own cost, effect and maintain the following insurances in the name of the Contractor."
SCC 8.5.1	"Reporting of accidents"
SCC 8.6.1.3	"Liability insurance that covers the Contractor against its respective liability for the death of, or injury to any person, or loss of, or damage to property arising from or in the course of the fulfilment of the Contract, from the Commencement Date to the issue of the Certificate of Completion for a limit of indemnity covering the risks of the Contractor for an amount not less than stated in the Contract Data."

Initial \_\_\_\_\_

### 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](http://www.saice.org.za).

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

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

PART 1: DATA PROVIDED BY THE EMPLOYER		
Clause	Description	Information
1.1.1.13	Defects and liability period	12 months
1.1.1.14	Due Completion Date	7 months
1.1.1.15	The name of Employer	Department of Water and Sanitation
1.2.1.2	The address of the Employer	Department of Water and Sanitation Private Bag X313 Pretoria 0001
1.1.1.16	The name of the Employers Agent.	Contract Manager - Department of Water and Sanitation - Construction North
1.2.1.2	The address of the Employers Agent.	Department of Water and Sanitation Construction North Head Office Private Bag X 4026 Building Tzaneen 0850
1.1.1.26	The Pricing Strategy	Re-measurable
3.2.3	Specific approval of the Employer required	5.7.3 Acceleration 5.12.3 Extension of Time 6.3.1 Variations 9.1 Termination of Contract 9.2 Termination by Employer 10 Claims and Disputes To be approved by IDBAC or Accounting Officer
5.1.1.1	Special non-working days	1. Statuary holidays as declared by National or Regional Government.

Initial \_\_\_\_\_

## PART 1: DATA PROVIDED BY THE EMPLOYER

		2. Three weeks annual Builders holiday December to January (dates to be confirmed) <b>As PER SAFCEC To Be Announced</b> 3. The last Friday of every month.
5.8.1	Non-working days	Sundays
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 Procedure 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
5.13.1	The penalty for failing to complete the Works	The penalty for failing to complete the Works is: <b>0.05 %</b> of the Total Tender Sum per Calendar Day
5.14.1	Requirements for practical completion	Practical completion certificate
5.16.3	The latent defect period	The latent defect period is <b>10 years</b> 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	Not applicable – period is less than 12 months
6.8.3	Variation in cost of special materials	Price adjustments for variations in the costs of special materials are not allowed
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works	0%
6.10.3	The limit of retention money	<b>5%</b> of the Contract Value
8.6.1.1.2	Value of plant and materials supplied by the employer to be included in the insurance sum	Not required
10.5.2	Dispute resolution by ad-hoc adjudication	Dispute resolution shall be <b>ad-hoc</b> adjudication.
10.5.3	The number of Adjudication Members to be appointed by the Contractor	3
10.7.1	The determination of disputes	Court proceedings

Initial \_\_\_\_\_



## 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	Special Material(s)      Unit      Rate  .....  .....

Initial \_\_\_\_\_

(End of Section C1)

NAME OF TENDER: \_\_\_\_\_

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

SIGNATURE OF TENDER: \_\_\_\_\_

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

Initial \_\_\_\_\_



## DEPARTMENT OF WATER AND SANITATION

**DWS11 0825 WTE**

**MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF PRECAST BEAMS AND PARAPET WALLS INCLUDING PILING FOR THE ACCESS ROAD BRIDGE TO NANDONI DAM REMEDIAL ACTION PROJECT - ONLY RESPONDENTS WITH CIDB GRADING 7CE OR 7SJ OR HIGHER ARE ELIGIBLE TO BID**

### **C1.3 PRO FORMA PERFORMANCE GUARANTEE**

Initial \_\_\_\_\_

**Tender Reference No: DWS11 0825 WTE**

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

**PRO FORM 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.

Initial \_\_\_\_\_

## CONTRACT DETAILS

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

### 1. VARIABLE PERFORMANCE GUARANTEE

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

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

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

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

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

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

### 2. FIXED PERFORMANCE GUARANTEE

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

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

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

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

3.1 The Guarantor hereby acknowledges that:

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

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

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

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

3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since

Initial \_\_\_\_\_

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

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

**Date:** .....

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

Initial \_\_\_\_\_

**Capacity:** .....

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

**Capacity:** .....

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

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

Initial \_\_\_\_\_



## DEPARTMENT OF WATER AND SANITATION

DWS11 0825 WTE

**MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF PRECAST BEAMS AND PARAPET WALLS INCLUDING PILING FOR THE ACCESS ROAD BRIDGE TO NANDONI DAM REMEDIAL ACTION PROJECT - ONLY RESPONDENTS WITH CIDB GRADING 7CE OR 7SJ OR HIGHER ARE ELIGIBLE TO BID**

### C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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**Tender Reference No: DWS11 0825 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.

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- 2.4 The purpose of such meeting includes (only when applicable):-
- 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.

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- 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 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

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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 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.

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#### 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:

Initial \_\_\_\_\_

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

Name (in capitals):

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.**

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**ANNEXURE AA**

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

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## DEPARTMENT OF WATER AND SANITATION

**DWS11 0825 WTE**

**MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF PRECAST BEAMS AND PARAPET WALLS INCLUDING PILING FOR THE ACCESS ROAD BRIDGE TO NANDONI DAM REMEDIAL ACTION PROJECT - ONLY RESPONDENTS WITH CIDB GRADING 7CE OR 7SJ OR HIGHER ARE ELIGIBLE TO BID**

### **C2 PRICING DATA**

#### **C2.1 PRICING INSTRUCTIONS**

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

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## DEPARTMENT OF WATER AND SANITATION

**DWS11 0825 WTE**

### **MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF PRECAST BEAMS AND PARAPET WALLS INCLUDING PILING FOR THE ACCESS ROAD BRIDGE TO NANDONI DAM REMEDIAL ACTION PROJECT - ONLY RESPONDENTS WITH CIDB GRADING 7CE OR 7SJ OR HIGHER ARE ELIGIBLE TO BID**

#### **C2.1 PRICING INSTRUCTIONS**

##### **C2.1 PRICING INSTRUCTIONS**

###### **1. GENERAL**

This section provides the tenderer with guidelines and requirements with regard to the completion of the Bill of Quantities. The Schedule has to be completed in black ink and the tenderer is referred to the arithmetical errors.

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Tender Documents which include the Conditions of Tender, Conditions of Contract, the Specifications (Scope of work/site information including the Project Specification), and the Drawings, as cross referenced.

The nature and extent of the work is to be ascertained by reference to all the documents comprising the Contract. Where Clause references are contained in item descriptions, these are given for guidance only and are not exclusive to other relevant provisions of the Contract.

State the rates and prices in Rand unless instructed otherwise in the tender conditions.

Any entry made by the Tenderer in the Bill of Quantities, form, etc., which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

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

The Bill of Quantities has been drawn up generally in accordance with the project and particular specifications.

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

### **3. QUANTITIES REFLECTED IN THE SCHEDULE**

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

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

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

### **4. PRICING OF THE SCHEDULE**

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

All prices shall be tendered in accordance with the units specified in this schedule. Where a value is given in the "Quantity" column, a Rate and Price is required to be inserted in the relevant columns. Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which "rate only" is required or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

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

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

### **5. CORRECTION OF ENTRIES**

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

### **6. MONTHLY PAYMENTS**

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

### **7. UNITS OF MEASUREMENT**

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

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	Work day
h	Hour
wk	Week
d	Day
Standard Abbreviations	
kPa	kilopascal
mm	millimetre
m	metre
km	kilometre
m <sup>2</sup>	square metre
ha	hectare
m <sup>3</sup>	cubic metre
kN	Kilonewton
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
kg	kilogram
t	ton (1000 kg)

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

Unit:	The unit of measurement for each item of work 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 bids to do 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 extent of which is described in the Bills of Quantities but the quantity of work of which is not measured in any units.
Provisional sum:	An amount provided for work the scope and/or the necessity of which is undecided, and which will be dealt with in accordance with clause 6.6.1 of the General Conditions of Contract.

## 8. ARITHMETICAL ERRORS

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

Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with 6.11 for

- the gross misplacement of the decimal point in any unit rate,
- omissions made in completing the pricing schedule or bill of quantities, or
- arithmetical errors in

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- 1) line-item totals resulting from the product of a unit rate and a quantity in bill of quantities or schedules of prices, or
- 2) the summation of the prices.

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

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

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

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

## **9. PROVISIONAL ITEMS**

All items described as "Provisional" shall be used as directed by the Employer and measured and valued or paid for. No work for which "Provisional" items are allowed shall be commenced without written instructions from the Employer.

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## DEPARTMENT OF WATER AND SANITATION

**DWS11 0825 WTE**

**MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF PRECAST BEAMS AND PARAPET WALLS INCLUDING PILING FOR THE ACCESS ROAD BRIDGE TO NANDONI DAM REMEDIAL ACTION PROJECT - ONLY RESPONDENTS WITH CIDB GRADING 7CE OR 7SJ OR HIGHER ARE ELIGIBLE TO BID**

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

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DEPARTMENT OF WATER AND SANITATION

DWS11 0825 WTE



**MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF PRECAST BEAMS AND PARAPET WALLS INCLUDING PILING FOR THE ACCESS ROAD BRIDGE TO NANDONI DAM REMEDIAL ACTION PROJECT - ONLY RESPONDENTS WITH CIDB GRADING 7CE OR 7SJ OR HIGHER ARE ELIGIBLE TO BID**

**C2.2 BILL OF QUANTITIES**

**SBD 3.1**

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

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

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

Name of Bidder.....Bid number **DWS11 0825 WTE**  
Closing Time 11:00 ..... Closing date **30 OCTOBER 2025**

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

PAYMENT REFERENCE	ITEM No	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	C
SANS 1200		<b>P&amp;G'S</b>					
<b>SANS 1200F</b> 8.2.1 & 8.2.2	1.	Site establishment	sum	1			
<b>SANS 1200 A</b> 8.3.4	2.	Site de-establishment after work has been completed and approved by the Engineer.	sum	1			
<b>SANS 1200 A</b> 5.7	3.	Safety compliance	sum	1			
<b>SANS 1200 A</b> 5.6	4.	Environmental compliance	sum	1			
<b>SANS 1200F</b>		<b>ACTUAL WORKS</b>  <b>Note: Rates should be of loading, offloading and transport inclusive.</b>					

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PAYMENT REFERENCE	ITEM No	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	C
(SANS 1200F) 8.2.4 & 8.2.5	5.	<b>PILING: Concrete continuous flight augured piles</b>  Auger or Bore Hole for piles of 750mm diameter through material situated in the following successive depth ranges 0-10m and 10m-15m:  <b>Note: Site visit recommended before Pricing.</b>					
(SANS 1200F) 3.4	5.1	b) Coarse Gravel	m	300			
(SANS 1200F) 3.4	5.2	c)Boulders	m	600			
(SANS 1200F) 3.4	5.3	d)Rock formation	m	270			
(SANS 1200F)	6	<b>Reinforcement</b>  Steel reinforcement in cast-in-situ and CFA plies					
(SANS 1200F) 8.2.16	6.1	a) Mild steel in piles of various sizes	t	7			
(SANS 1200F) 8.2.16	6.2	b) High tensile steel in piles of various sizes	t	22			
(SANS 1200F)	7	<b>Concrete</b>  <b>30MPa/19mm reinforce concrete</b>					
(SANS 1200F) 8.2.17	7.1	Concrete for CFA Piles, 750mm Diameter for 250kN, 1000kN and 2000kN load cases	m <sup>3</sup>	264			
(SANS 1200F) 8.2.18	7.2	Extra over 8.2.17 for concrete cast under water	m <sup>3</sup>	264			
(SANS 1200F) 8.2.20	7.3	Strip 750mm diameter pile heads for a length of 500mm	No.	76			
(SANS 1200F)	8	<b>Integrity testing</b>					

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PAYMENT REFERENCE	ITEM No	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	C
(SANS 1200F) 8.2.21	8.1	Establishment for testing	Sum	1			
(SANS 1200F) 8.2.22	8.2	Integrity testing of all piles	No.	76			
	9.	<b>BEAMS AND PARAPET WALLS</b>					
Drawing no: 7810A/110-111)	9.1	Manufacture precast concrete permanent formwork between M8 precast beams.	m²	1229			
Drawing no: 7810A/110-111)	9.2	Manufacture and Install M8 precast, pre-tensioned, reinforced concrete beam, size 970 x 1200mm.	No.	60			
Drawing no: 7810A/110-111)	9.3	Manufacture and install UMB8 precast, pre-tensioned, reinforced concrete beams	No.	10			
Drawing no: 7810A/110-111)	9.4	Manufacture and install Precast SANRAL "F-Shape" parapet walls	m	182			
Drawing no: 7810A/110-111)	9.5	Supply and install 500kN Elastomeric bearing as per Engineers detail	No.	156			
(SANS 1200F) 8.2.22	9.6	Load testing of units: non destructive	No.	5			
(SANS 1200F) 8.2.22	9.7	Load testing of units: destructive	No.	5			
					SUB-TOTAL(S)		
					CONTINGENCIE S(T) 10% OF (S)		
					SUB-TOTAL		
					VAT 15%		
					GRAND TOTAL		

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## DEPARTMENT OF WATER AND SANITATION

**DWS11 0825 WTE**

### **MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF PRECAST BEAMS AND PARAPET WALLS INCLUDING PILING FOR THE ACCESS ROAD BRIDGE TO NANDONI DAM REMEDIAL ACTION PROJECT - ONLY RESPONDENTS WITH CIDB GRADING 7CE OR 7SJ OR HIGHER ARE ELIGIBLE TO BID**

#### **C3 SCOPE OF WORKS**

<b>DESCRIPTION OF THE WORKS</b>	
<b>1. Employer's objectives</b>	Manufacturing, supply and installation of road bridge items and construction work. The purpose of the bridge is to have easy access to Mulezhe village especially during rainy seasons. The construction work is expected to be completed within the stipulated time, with allocated budget, quality of work as per specifications set and compliance with health, safety and environmental obligations.
<b>2. General description of the works</b>	<ul style="list-style-type: none"> <li>• Piling installation</li> <li>• M8 Pre-cast Beams installation</li> <li>• UMB8 Pre-cast Beams installation</li> <li>• Permanent pre-cast formwork installation</li> <li>• Pre-cast parapet walls installation record /report</li> <li>• All loading cost and transport shall be included in the price rates.</li> <li>• Capable machinery for lifting required</li> <li>• Items not according to the specifications will not be accepted and paid for and the material shall be removed and replaced by the successful supplier for his/her own account.</li> </ul>
<b>3. Location of the works</b>	Mulezhe village, Nandoni

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4. Temporary works	All temporally works relevant to Piling installation, M8 Pre-cast Beams installation, UMB8 Pre-cast Beams installation, Permanent pre-cast formwork installation and Pre-cast parapet walls installation. All must be removed and taken away by the contractor, if needs dumping the employer will facilitate the disposal to dumping site.	
5. Work undertaken by utilities and public agencies	The project steering committee will be available of the recruitment of local labour force.	
DESIGN REQUIREMENTS		
6. Design services and activity matrix	Activity	Responsibility
	Construction Designs	Employer
	Approvals	Employer
	Progress reports	Contractor
	Specifications	Contractor and Employer
	Design temporary works	Contractor
	Produce record information	Contractor
7. Employer's design	The provided Bridge construction design will be the accepted designs, any deviation by the contractor must be approved by the site engineer.	
8. Design requirements	<p>Concrete, formwork and reinforcement to be in accordance with SANS 2001-CC1: 2007.</p> <p><b>Concrete strengths</b></p> <p>Characteristic concrete strength at 28 days / maximum nominal size of course aggregate:</p> <p>Column bases 25 MPa/19mm, Pile caps and ground beams 25 MPa/19mm, Columns 30 MPa/19mm</p> <p>Stub columns 30 MPa/19mm, Suspended beams and slabs 25 MPa/19mm and Walls 25 MPa/19mm</p> <p><b>Concrete cover</b></p> <p>Minimum concrete cover (to all reinforcement, including links) in mm, Foundations and concrete in contact with the ground 50, Exterior beams, columns, walls and slabs 40, Interior beams, columns and walls 30 and Interior slabs 20.</p> <p><b>Steel reinforcement</b></p> <p>Steel reinforcing bars to comply with SANS 920.</p>	

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	<p><b>PRECAST CONCRETE</b></p> <p>Precast concrete work to be in accordance with SANS 2001-CC1: 2007.</p> <p>All prestressed concrete lintels to comply with SANS 1504-1990.</p> <p>All precast concrete (structure) to be accordance with SANS1200 GE</p> <p>All prestressed concrete to be in accordance with SANS 1200 GF</p> <p><b>PILING</b></p> <p>Piling to be in accordance with SANS 1200 F.</p> <p><b>Earthworks</b></p> <ul style="list-style-type: none"> <li>• Earthworks must be accordance to SANS 1200D</li> </ul> <p><b>Acceptance of existing levels</b></p> <p>The Subcontractor shall accept that the ground levels and contours provided by the Engineer are correct prior to starting any earthworks. The Contractor shall arrange for any discrepancies to be reported to the Engineer for verification prior to commencing work.</p> <p><b>Tolerance</b></p> <p>All earthworks must be finished to Degree of Accuracy 2.</p>										
9. Drawings	<p><b>LIST OF DRAWINGS BY EMPLOYER TO BE USED FOR COSTRUCTION:</b></p> <table> <tr> <td><b>7810A-100 Rev B</b></td><td><b>BRIDGE PILING LAYOUT</b></td></tr> <tr> <td><b>7810A-101 Rev B</b></td><td><b>BRIDGE FOUNDATION LAYOUT</b></td></tr> <tr> <td><b>7810A-102 Rev B</b></td><td><b>BRIDGE DECK LAYOUT</b></td></tr> <tr> <td><b>7810A-110 Rev B</b></td><td><b>BRIDGE ELEVATION LAYOUT</b></td></tr> <tr> <td><b>7810A-111 Rev B</b></td><td><b>BRIDGE SECTION LAYOUT</b></td></tr> </table> <ul style="list-style-type: none"> <li>• Note the contractor will be expected to provide construction drawings for any temporal structure and deviation form the employer designs when approval is granted by the Site Engineer.</li> <li>• The drawings issued to the tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work.</li> <li>• The work shall be carried out in accordance with the latest available revision of the drawings approved for construction (AFC)</li> </ul>	<b>7810A-100 Rev B</b>	<b>BRIDGE PILING LAYOUT</b>	<b>7810A-101 Rev B</b>	<b>BRIDGE FOUNDATION LAYOUT</b>	<b>7810A-102 Rev B</b>	<b>BRIDGE DECK LAYOUT</b>	<b>7810A-110 Rev B</b>	<b>BRIDGE ELEVATION LAYOUT</b>	<b>7810A-111 Rev B</b>	<b>BRIDGE SECTION LAYOUT</b>
<b>7810A-100 Rev B</b>	<b>BRIDGE PILING LAYOUT</b>										
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<b>7810A-102 Rev B</b>	<b>BRIDGE DECK LAYOUT</b>										
<b>7810A-110 Rev B</b>	<b>BRIDGE ELEVATION LAYOUT</b>										
<b>7810A-111 Rev B</b>	<b>BRIDGE SECTION LAYOUT</b>										
10. Design procedures	<p>The contractor must get approval from the site Engineer on all designs before commencement of any activity during the construction period.</p>										

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	The contractor must keep all records provided by the employer for all construction works.
<b>11. Record information</b>	All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract. As- built drawings will be done by the employer upon project completion
<b>STANDARD SPECIFICATIONS</b>	
<b>12. Applicable national and international standard</b>	<p>SANS 1200 Standard Specifications</p> <p>SANS 1200 D.</p> <p>SANS 1200 GE</p> <p>SANS 1200 GF</p> <p>SANS 2001-CC1: 2007</p> <p>SANS 50197-1 2000</p> <p>SANS 920</p> <p>SANS 1504-1990</p> <p>SANS 1200 F</p> <p>SANS 1200 H</p> <p>SANS 121</p> <p>SANS 10163 and 10243.</p> <p>SANS 1200M</p> <p>2011 / ISO 1461-2009 (general steelwork) or SANS 32: 1997 / EN 10240 : 1997 (tubes).</p> <p>Occupational Health and Safety Act, 1993</p>
<b>13. Agreement certificates</b>	Any alternative material must be approved by engineer prior use.
<b>14. Samples</b>	<p>Testing of concrete</p> <p>SANS 2001-CC1: 2007 Clause 5.1.2.3 (statistical assessment) will not apply, but acceptance</p> <p>criteria will be in accordance with Clauses 5.1.2.1 and 5.1.2.2.</p> <p>Ensure that sampling frequency complies with Clause 5.1.3 minimum rates.</p> <p>Unless otherwise stated, six test cubes are required per sample of concrete.</p>

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	<p>Three of the sample test cubes are to be crushed at 7 days to obtain a 7-day test result,</p> <p>The remaining three sample test cubes are to be crushed at 28 days to obtain a 28-day test result.</p> <p>Sample test cubes are to be cured and crushed by a SANAS approved independent testing Laboratory.</p>
<b>15. Condition surveys</b>	The Employer to confirm all survey work done for construction.
<b>16. Inspection of adjoining properties</b>	Inspection will be conducted before and after a construction by employer and contractor to assess potential damage or disruption caused by the construction work.
<b>17. Site cleanliness</b>	<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>
<b>18. Waste and surplus materials</b>	Employer and contractor responsibility, an approved dumping site will be provided by Employer.
<b>19. Materials, samples and shop drawings</b>	<p>Test Results are to be submitted to the Engineer as soon as they become available from the laboratory (preferably by email, as they are released).</p> <p>Test result reports to include the running 3 result average for each grade of concrete, which is to be at least 2 MPa above the specified concrete strength, as per SANS 2001-CC1:2007 Clause 5.1.2.2.</p> <p>Test results obtained from a ready-mix production facility will not necessarily be regarded as acceptable for evaluation of concrete strength.</p> <p>Shop drawings for Piling, all beams , slabs and parapet walls will be required prior construction start.</p>
<b>20. Construction equipment</b>	<p>Proof of below plant required must be provided with below information.</p> <ul style="list-style-type: none"> <li>- Item description, Type and size, Capacity</li> <li>, Quantity, Year of manufacture</li> </ul> <p><b>Minimum Plant Recommended.</b></p> <ul style="list-style-type: none"> <li>• Crane; Qualified to handle Road Bridge items</li> <li>• Truck and Forklift (or Crane truck- Hi up truck)</li> </ul>

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	<ul style="list-style-type: none"> <li>Bridge Piling machine</li> </ul>
<b>21. Notice boards</b>	Contractor to provide a nameboard for their company, with company information and work conducted.
<b>22. Facilities provided by the contractor</b>	The Contractor to provide own camp during the construction period and space will be provided by employer, such camp must be de-established after contract completion.
<b>23. Storage and laboratory facilities</b>	The Employer will provide storage Space. The contractor to do the assessment of needs during site briefing.
<b>24. Other facilities and services</b>	<p>The employer will have site security services, but the contractor will be responsible for their tools and equipment.</p> <p>The contractor to provide electrical power, water, communication, medical attention tools and equipment that will be needed. The contractor to provide own fire protection equipment.</p> <p>Mobile toilet will be provided on site, but the contractor can provide their own for convenience.</p> <p>The employer to provide dumping site.</p>
<b>25. Apparatus, equipment and instruments</b>	Contractor to provide valid certificates on any equipment's that needs calibrations for construction or testing purposes.
<b>26. Alterations, additions, extensions and modifications to existing works</b>	The contractor must get approval from the site Engineer on all Alterations or Modifications before commencement of any activity during the construction period through employer's agent.
<b>27. Survey control and setting out of the works</b>	The Employer will provide all the survey information, but the contractor must have their own control measures during construction work, the employer will on a regular basis do control survey checks.
<b>28. Water for construction purposes</b>	The employer will provide water for constructions purposes
<b>MANAGEMENT SPECIFICATIONS</b>	
<b>29. Applicable national standards</b>	<p>SANS 1200 Standard Specifications</p> <p>SANS 1200 D.</p> <p>SANS 2001-CC1: 2007</p> <p>SANS 50197-1 2000</p> <p>SANS 920</p> <p>SANS 1504-1990</p> <p>SANS 1200 F</p>

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	<p>SANS 1200 H</p> <p>SANS 121</p> <p>SANS 10163 and 10243.</p> <p>SANS 1200M</p> <p>2011 / ISO 1461-2009 (general steelwork) or SANS 32 : 1997 / EN 10240: 1997 (tubes).</p> <p>Occupational Health and Safety Act, 1993</p>
<b>30. Management of the works</b>	As part of management of works, weekly meetings will hold on to site and the project manager from the contractor must form part, with the employer representative and occasionally the Engineer. Progress report must be updated daily and submitted on a weekly basis to the employer.
<b>31. Management meetings</b>	The Contractor will be required to attend regular Site meetings with the <i>Employers agent</i> where the progress will be reviewed. Such meetings will normally be held bi- weekly. Prior to each meeting updated programmes showing separately the various activities of the <i>Contractor</i> anticipated will be submitted to the Employer or his agent. The actual time for meetings will be communicated prior commencement of the works and delegated person with authority must attend from the contractor.
<b>32. Planning and programming</b>	<p>A detail 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>Five working days before the monthly progress meeting the Contractor shall submit to the <i>Employer or his agent</i> 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>
<b>33. Sequence of the works</b>	<p>Complete Pilling installation</p> <p>Precast Beams &amp; Decks</p> <p>Parapet walls</p>
<b>34. Quality management systems</b>	The Contractor shall be responsible for the quality of workmanship and production processes in fulfilment of the Contract. The Contractor shall have a Quality Management system in place which details the

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	<p>following in order to satisfy the Specification relevant to each operation to the Works in accordance with the Contract:</p> <ul style="list-style-type: none"> <li>• Quality control procedures.</li> <li>• Personnel responsibilities.</li> <li>• Equipment and calibration.</li> <li>• Hold points in production for inspection.</li> <li>• Rejection and rectification procedures.</li> <li>• Documentation and communication.</li> </ul>
<b>35. Quality policy statement and quality plan</b>	Contractor must provide original hard copies of all the QCP's and Quality control sheets to the Employer as well as a PDF scanned copy of the final QCP's.
<b>36. Recording of weather</b>	Contractor to record daily weather figures
<b>37. Daily records</b>	Contractor to compile and update a daily site diary
<b>38. Format of communications</b>	<p>Site Instructions by employer</p> <p>Request of inspection by contractor, employer to provide templates.</p> <p>Email communications to project manager of site manager</p> <p>For emergencies, a cell phone communication will be acceptable.</p> <p>All communication to be in English</p>
<b>39. Testing, completion, commissioning and correction of defects</b>	Ongoing Inspection will be carried out by the employer, testing and commissions with test result to be provided by the contractor, correction of defects and completion of works.
<b>40. Key personnel</b>	Successful bidder will have to submit the key personnel schedule of contact particulars on the day signing contract in any format
<b>41. Forms for contract administration</b>	Will be available to the successful bidder
<b>42. Electronic payments</b>	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.
<b>43. Payment certificates</b>	<p>Payment will only be made after the Contractor; <i>Employer and the Employers Agent</i> have signed of the supporting documents and sheets.</p> <p>Payment will be done within 30 days of receipt of the original invoice. Payment is done by direct bank transfer. No cash payment or cheque payment will be done</p>
<b>44. Security and entrance permits</b>	All Contractor's personnel visiting or working on Site will be registered by DWS at the project Site access point and will be

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	<p>clearly identified with their name tags and the Contractor's logo while working on Site</p> <ul style="list-style-type: none"> <li>• Access control card – Issued from the Employer.</li> <li>• Vehicle access permit – Issued from the Employer</li> </ul>
<b>45. Proof of compliance with the law</b>	Safety file
<b>46. Accounts and records</b>	Time sheets, resource allocation records, equipment records, meeting minutes, progress reports, certificates measurements sheets, specific cost and procurement plans
<b>PROCUREMENT SPECIFICATIONS</b>	
General	The Contractor shall provide in a format acceptable to the Project Manager monthly data which facilitates the reporting on key performance indicators relating to development targets to a wide range of stakeholders.
Local production and content	<p>The Contractor shall in the performance of the contract comply with the provisions of the Department of Trade and Industry (dti) for local production and content of designated goods and only incorporate designated goods in the works in accordance with the provisions of this specification save for the following designated goods:</p> <ul style="list-style-type: none"> <li>a) Steel</li> <li>b) Cement</li> </ul> <p>The Contractor shall demonstrate compliance with local content requirements in accordance with this specification whenever designated goods are first supplied to the site or when instructed by the Project Manager to do so.</p>
<b>CONSTRAINTS ON HOW THE CONTRACTOR PROVIDES THE WORKS</b>	
<b>47. Methods and procedures</b>	<ul style="list-style-type: none"> <li>• Piling installation</li> <li>• M8 Pre-cast Beams installation</li> <li>• UMB8 Pre-cast Beams installation</li> <li>• Permanent pre-cast formwork installation</li> <li>• Pre-cast parapet walls installation record /report</li> </ul> <p>Method statement to carry above work to be submitted and approved prior commencement of works</p>
<b>48. General restrictions</b>	<p>No making fire on site in permitted.</p> <p>No Alcohol is permitted on site.</p>
<b>49. Communication system</b>	All communication shall be by way of letter, email, or meeting minutes to ensure audit trail. Telephone and virtual meetings will also be considered.

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	All communication to be done in English and in writing.
<b>50. Sharing the site with others</b>	Bridge columns will be done by main contractor (DWS:CN) after pilling installation when done by successful bidder.
<b>51. Environment requirements and procedures</b>	<p>River crossing wayleave will be provided by the employer.</p> <p>The contractor is responsible in making sure no water pollution and river contamination on site during construction works. An environmental procedure must be submitted and approved by the employer prior to commencement of works.</p> <p>DWS:CN will be responsible to remove all trees and vegetation according to environmental policies.</p>
<b>52. Health and safety requirements and procedures</b>	In accordance with the Occupational Health and Safety Act, 1993. The contractor is responsible to provide a Health and safety procedures and get approval prior to commencement of works.
<b>53. Traffic on public roads occupied by the contractor</b>	Not Applicable
<b>54. Protection</b>	DWS:CN will be responsible for site access control security but still the successful bidder will be responsible for their property (material, tools, small plant) insurance.
<b>55. Permits, way leaves and licences</b>	<p>Way leaves will be provided by employer.</p> <p>Contractor is responsible for their own equipment /plant permits and licences.</p>
<b>56. Confidentiality</b>	All documentation and information provided to contractor belong to employer and must be kept confidential.
<b>57. Security</b>	Site security will be available for the whole construction of work duration
<b>58. Location of facilities provided by the contractor</b>	Nandoni Dam site offices
<b>59. Other contractors on site</b>	Not Applicable
<b>SERVICES AND OTHER THINGS TO BE PROVIDED BY OR FOR USE BY THE EMPLOYER</b>	
<b>60. Services and other things for use by the employer and others</b>	Not Applicable
<b>61. Plant and materials supplied by the employer</b>	Excavator, TLB and water truck when required
<b>62. Equipment provided by the employer</b>	Not Applicable

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<b>63. Services and facilities provided by the employer</b>	<ul style="list-style-type: none"> <li>• Site storage space</li> <li>• Camping space</li> <li>• Site packing</li> <li>• Mobile toilet</li> <li>• General waste bin collection</li> <li>• Site access security services</li> <li>• Water source</li> </ul>
<b>64. Services and other things provided by the employer</b>	Access to site and laydown areas

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## DEPARTMENT OF WATER AND SANITATION

**DWS11 0825 WTE**

**MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF PRECAST BEAMS AND PARAPET WALLS INCLUDING PILING FOR THE ACCESS ROAD BRIDGE TO NANDONI DAM REMEDIAL ACTION PROJECT - ONLY RESPONDENTS WITH CIDB GRADING 7CE OR 7SJ OR HIGHER ARE ELIGIBLE TO BID**

### **C4 SITE INFORMATION**

#### **Contents**

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C4.3	FACILITIES PROVIDED BY MAIN CONTRACTOR TO CONTRACTOR .....	128
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## **C4.1 DESCRIPTION OF THE PROJECT**

Nandoni Dam Remedial Action Project: Mulenzhe Village Access Road Bridge

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

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

The Site is situated at Nandoni Dam ± 14km east of Thohoyandou along the R524.

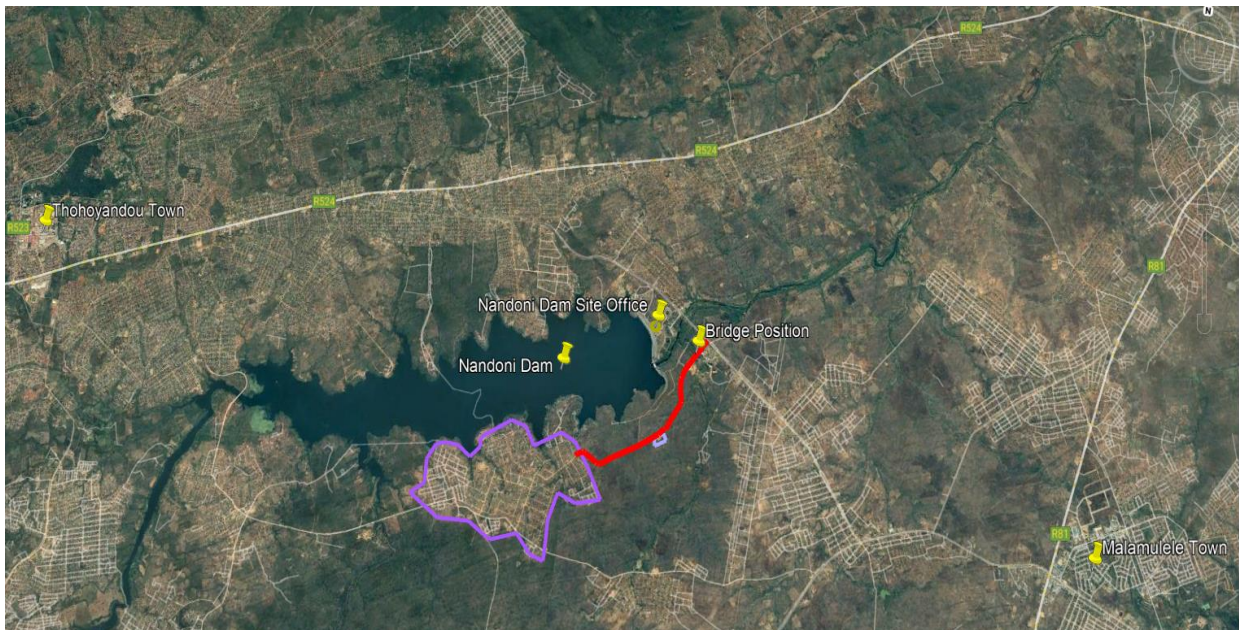
GPS coordinates: 22° 58' 27.63" S

30° 35' 50.48" E

## **C4.3 FACILITIES PROVIDED BY MAIN CONTRACTOR TO CONTRACTOR**

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

The contractor must establish his yard and works within the boundaries that will be allocated by the Department of Water and Sanitation construction North, it will be next to the proposed Bridge Position.



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

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

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

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

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

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

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

On arrangement with the Municipality, water can be used from the Water Treatment Plant.

#### **C4.4.3 Communications**

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

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

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

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

No informal housing or squatting will be allowed on site.

#### **C.4.4.5 Laboratory**

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

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

The contractor shall provide sufficient and suitably positioned areas for use by his workers on site during resting and eating periods. Sufficient refuse bins, tables and seating must be provided.

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

The Contractor shall provide at or within 200m of each workplace chemical toilet facilities with toilet paper, potable water, soap and towels together with industrial soaps and barrier creams as appropriate. He shall maintain them in a clean and sanitary condition and shall take all necessary precautions to prevent pollution of the Site. The sewage will be disposed of at a registered disposal facility and the disposal certificate will be kept on record.

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

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

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

The Main Contractor will be responsible for access control and security for the site. The Contractor will abide by the access control measures. The Contractor is responsible for the safeguarding and protection of his own contractor's yard and his equipment and plant on site. The Main Contractor does not take any liability for the Contractor in terms of security whatsoever.

#### **C4.5 TENDER DRAWINGS**

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

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

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

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

#### **LIST OF DRAWINGS**

<b>DRAWING NR</b>	<b>TITLE</b>
<b>7810A-100 Rev B</b>	<b>BRIDGE PILING LAYOUT</b>
<b>7810A-101 Rev B</b>	<b>BRIDGE FOUNDATION LAYOUT</b>
<b>7810A-102 Rev B</b>	<b>BRIDGE DECK LAYOUT</b>
<b>7810A-110 Rev B</b>	<b>BRIDGE ELEVATION LAYOUT</b>
<b>7810A-111 Rev B</b>	<b>BRIDGE SECTION LAYOUT</b>

Initial \_\_\_\_\_



## C4.5 GEOTECHNICAL REPORT

### 1. INTRODUCTION

The DWS CN Materials Laboratory was required to establish the rock formation on the center of the piers of the bridge. The DWS drilling team from Polokwane were also requested to assist in the required scope of works. This report will briefly to the point provide the drilled level of the rock formation of all the coordinated points and the reduced levels.

### 2. THE METHOD OF INVESTIGATION

The achievement of the drilling was done collectively by the DWS intergated teams as follows:

- Survey: All the points to be investigated were surveyed by DWS survey team,
- The Site Team: The Construction team assisted in the clearing and levelling of the ground where setting out of drilling equipment was to be placed.
- The Drilling Team: they did setting out of the drill equipment and the operation and data acquisition. Typical setting out of the drill equipment in pic 1.
- The Lab team: they interected with the drilling team for sampling of cores, data collection and analysis.
- Security: the security safe guarded the equipment day and night and avoiding us to dismantle and set out the equipment again.



Pic 1: The equipment used for drilling

Initial \_\_\_\_\_

### 3. BRIEF SUMMARY OF DRILLING

The drilling was done on five coordinated survey points as the pictures below namely:

#### 3.1. BP 4 – 483.157 NGL

The rock start to develop at a depth of 8.16m (RL 474.997) with partial rock core recovered and after that depth until the depth of 11.16m (RL 471.997) there was soil/gravel layer recovered.

From the depth of 11.16m (RL 471.997) rock formation starts to develop with fractured core and until the depth of 16.18m (RL 466.97) Refer pic 2 below.



PIC 2

#### 3.2. BP 16 – 480.994 NGL

The rock formation starts at a depth of 10.86m (RL 470.134) and continues to a depth of 12.66m (RL 468.334) Refer pic 3 below.



PIC 3

Initial \_\_\_\_\_

3.3. BP 31 – 479.094 NGL

The rock starts to form at a depth of 5.18m (RL 473.914) with cores formation to a depth of 11.20m (RL 467.894) Refer pic 4 below.



PIC 4

3.4. BP 46 – 475.891 NGL

The rock formation starts at a depth 2.76m (RL 473.131) to a depth of 4.94m (RL 470.951), a solid core was lost from 3.76m to a depth of 4.94m. Refer pic 5 below.



PIC 5

3.5. BP 72 - 483.387 NGL

The rock formation starts at a depth 5.32m (RL 478.067) to a depth of 10.64m (RL 472.747), and from 10.64m the other solid cores develops to a depth of 13.10m (RL 470.287) Refer pic 6 below.



PIC 6

Initial \_\_\_\_\_

#### 4. CORE DRILL REPORT

##### DRILL REPORT FOR MAIN ROAD OF THE TOWNSHIP DEVELOPMENT FOR NANDONI RESIDENTIAL ESTATE OF PORTION 6 OF THE FARM MULENJE 204 LT

DATE: 2021/08/18

ITEM NO	BOREHOLE NO	DATE STARTED	DATE COMPLETED	CAPACITY	PRESSURE	HOLE Ø (mm)	CASING INSTALLED Ø (mm)	DEPTH (m)	REDUCED LEVEL	CORE RUN (m)	CORE RECOVERED (m)	ROCK QUALITY DESIGNATION	DENSITY OF CORE (kg/m³)	REMARKS
1	BP 4	2021/06/15	2021/07/01	2.5m³/min	800	74.65	45.5	NGL	0	483.157				
								0	8.16	474.997	8.16	0.00	0%	0
								8.16	9.62	473.537	1.46	0.24	16%	2650
								9.62	12.7	470.457	3.08	0.00	0%	0
								12.7	13.76	469.397	1.06	0.38	36%	2567
								13.76	16.18	466.977	2.42	0.70	26%	2562
2	BP 16	2021/07/02	2021/07/05	2.5m³/min	800	74.65	45.5	NGL	0	480.994				
								0	1.93	479.964	1.93	0.00	0%	0
								1.93	3.68	477.314	1.75	0.29	17%	3033
								3.68	6.21	474.784	2.53	0.00	0%	0
								6.21	7.52	473.474	1.31	0.21	16%	2554
								7.52	10.85	470.144	3.33	0.00	0%	0
								10.85	12.66	468.334	1.81	1.44	79%	2526
3	BP 31	2021/07/08	2021/07/08	2.5m³/min	800	74.65	45.5	NGL	0	479.094				
								0	3.38	475.714	3.38	0.00	0%	0
								3.38	4.08	475.014	0.70	0.36	51%	2646
								4.08	5.18	473.914	1.10	0.00	0%	0
								5.18	6.48	472.614	1.30	0.31	23%	2400
								6.48	7.26	471.834	0.78	0.39	50%	2477
								7.26	8.15	470.944	0.89	0.79	88%	2532
								8.15	9.29	469.804	1.14	0.90	94%	2592
								9.29	11.2	467.894	1.91	1.47	77%	2688
4	BP 46	2021/07/20	2021/07/21	2.5m³/min	800	74.65	45.5	NGL	0	475.891				
								0	1.26	474.631	1.26	0.00	0%	0
								1.26	2.76	473.131	1.50	0.41	27%	2689
								2.76	4.94	470.951	2.18	1.04	48%	2644
5	BP 72	2021/07/21	2021/07/21	2.5m³/min	800	74.65	45.5	NGL	0	483.387				
								0	7.6	475.787	7.60	0.00	0%	0
								7.6	9.04	474.347	1.44	0.23	16%	2690
								9.04	10.64	472.747	1.60	0.53	33%	2800
								10.64	11.46	471.927	0.82	0.61	74%	2903
								11.46	13.1	470.287	1.64	1.56	95%	2959

COMPILED BY: KUMALO S LESLEY - 0834469271

#### 5. REPORT CONCLUSION

The drill team was required to drill to a depth of 6m for the Geotechnical investigation to profile the anticipated rock formation. We extended the drill to the depth as reflected on the core drill report to ascertain that we reach the rock formation.

It is imperative that the Geotech and Design Engineer can make their assessment of the report and their final conclusions of the intended foundation of Mulenzhe bridge design parameters.

Kumalo S Lesley

DWS CN Materials Laboratories

Initial \_\_\_\_\_



## DEPARTMENT OF WATER AND SANITATION

**DWS11 0825 WTE**

**MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF PRECAST BEAMS AND PARAPET WALLS INCLUDING PILING FOR THE ACCESS ROAD BRIDGE TO NANDONI DAM REMEDIAL ACTION PROJECT - ONLY RESPONDENTS WITH CIDB GRADING 7CE OR 7SJ OR HIGHER ARE ELIGIBLE TO BID**

### APPENDIX A

<b>7810A-100 Rev B</b>	<b>BRIDGE PILING LAYOUT</b>
<b>7810A-101 Rev B</b>	<b>BRIDGE FOUNDATION LAYOUT</b>
<b>7810A-102 Rev B</b>	<b>BRIDGE DECK LAYOUT</b>
<b>7810A-110 Rev B</b>	<b>BRIDGE ELEVATION LAYOUT</b>
<b>7810A-111 Rev B</b>	<b>BRIDGE SECTION LAYOUT</b>

**PDF DRAWING WILL BE MADE AVAILABLE ELECTRONICALLY ON REQUEST**

Initial \_\_\_\_\_

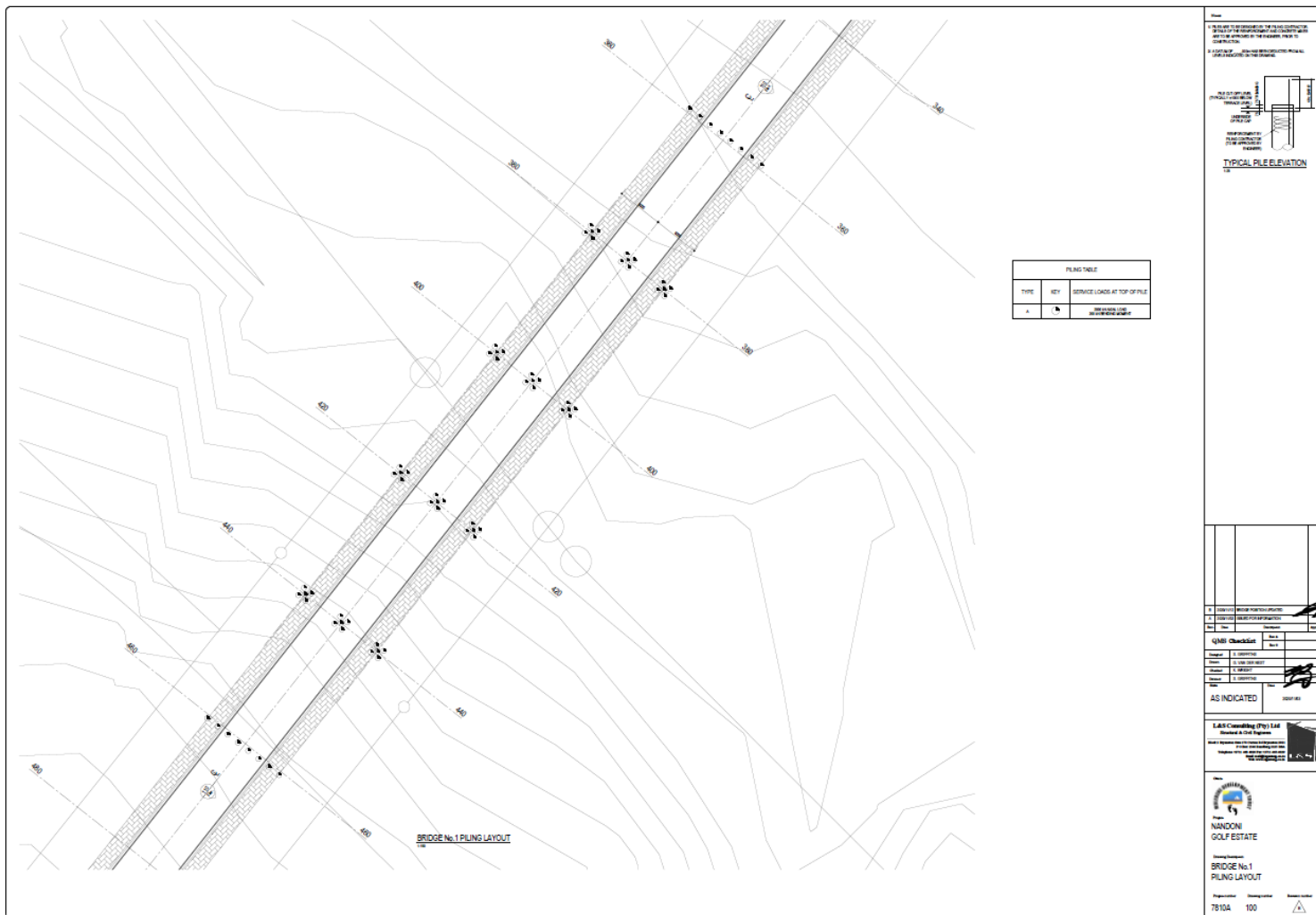
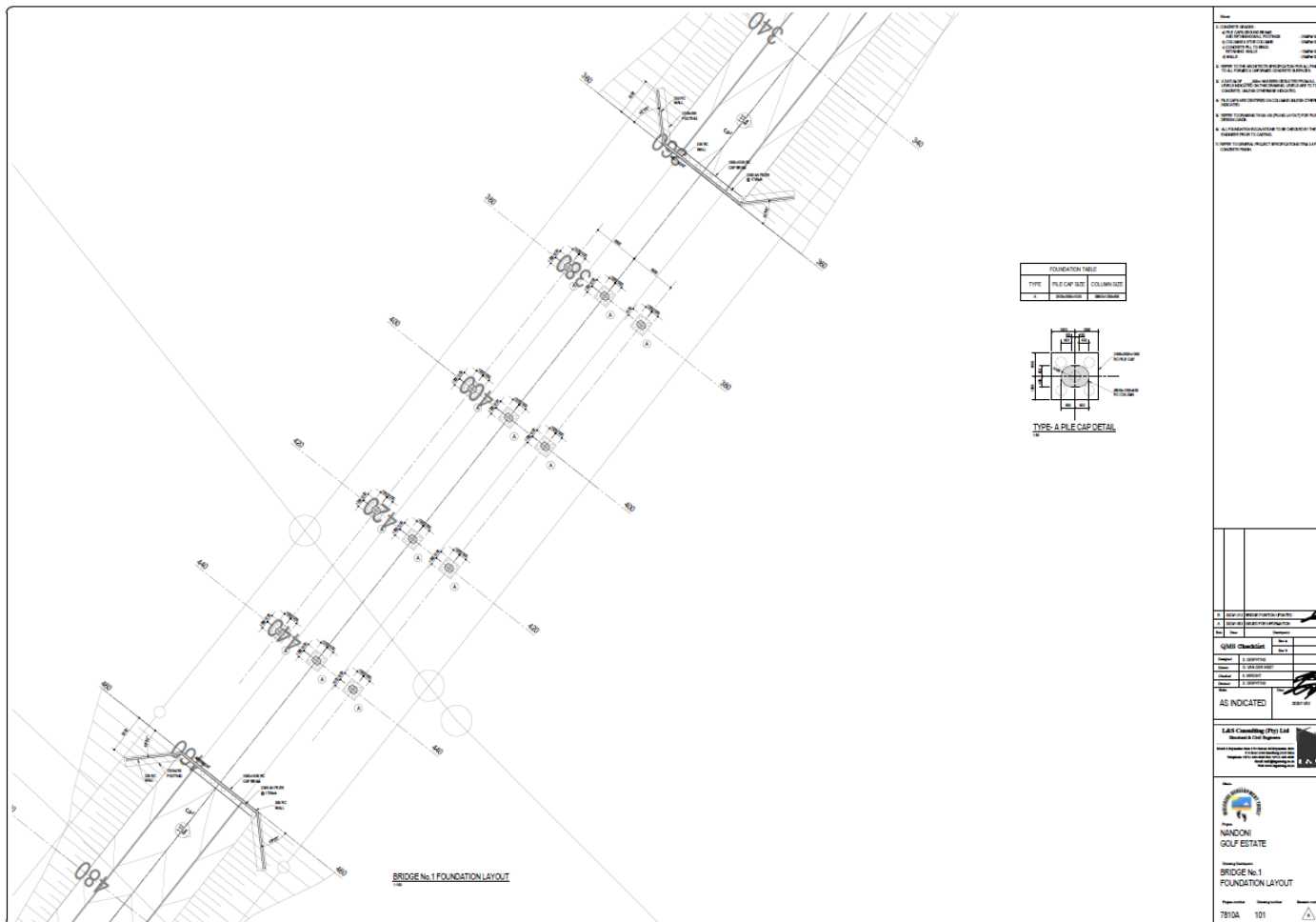


Figure 1: Bridge Piling Layout

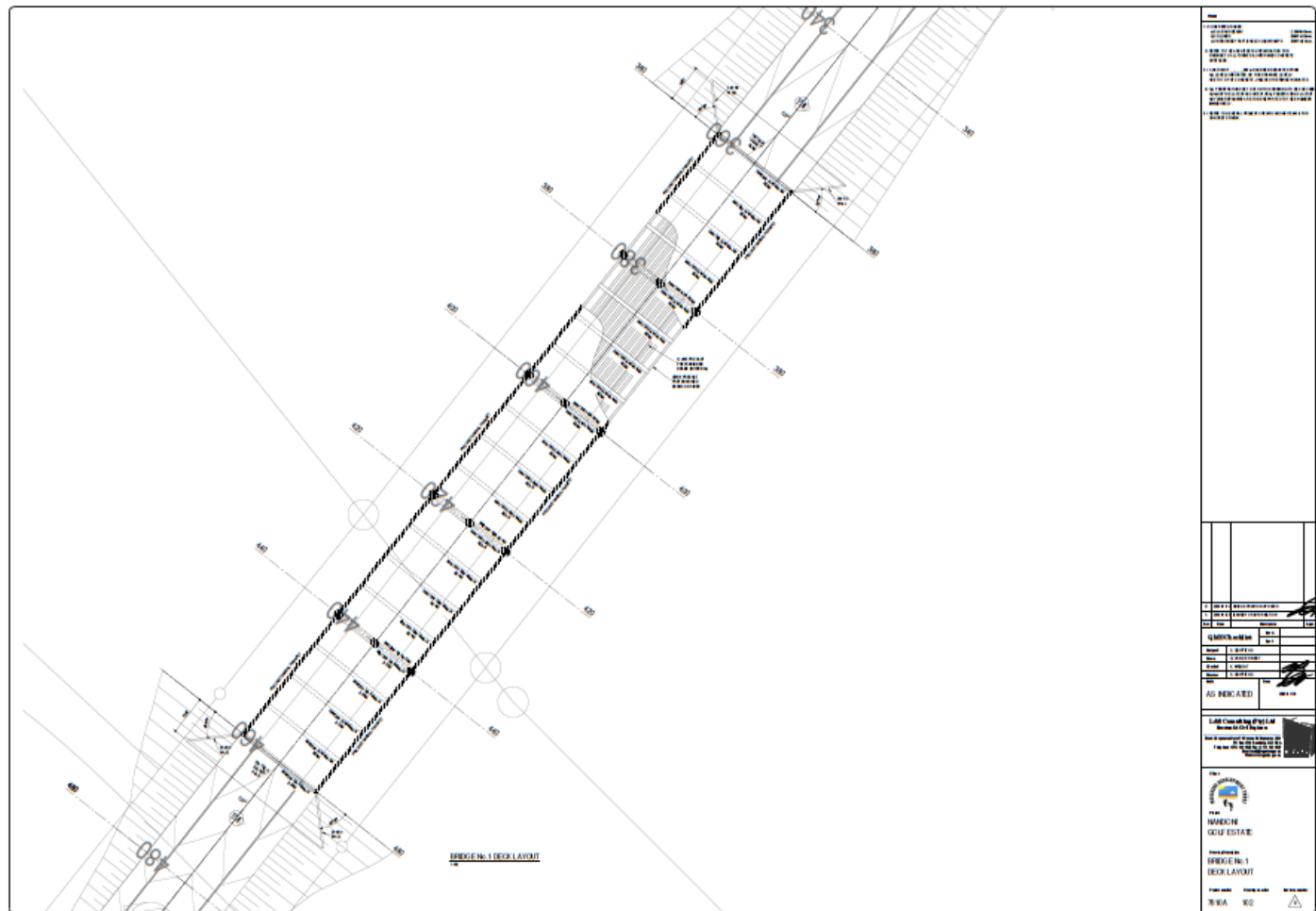
Initial \_\_\_\_\_





**Figure 2: Bridge Foundation Layout**

Initial \_\_\_\_\_



**Figure 3: Bridge Deck Layout**

Initial \_\_\_\_\_



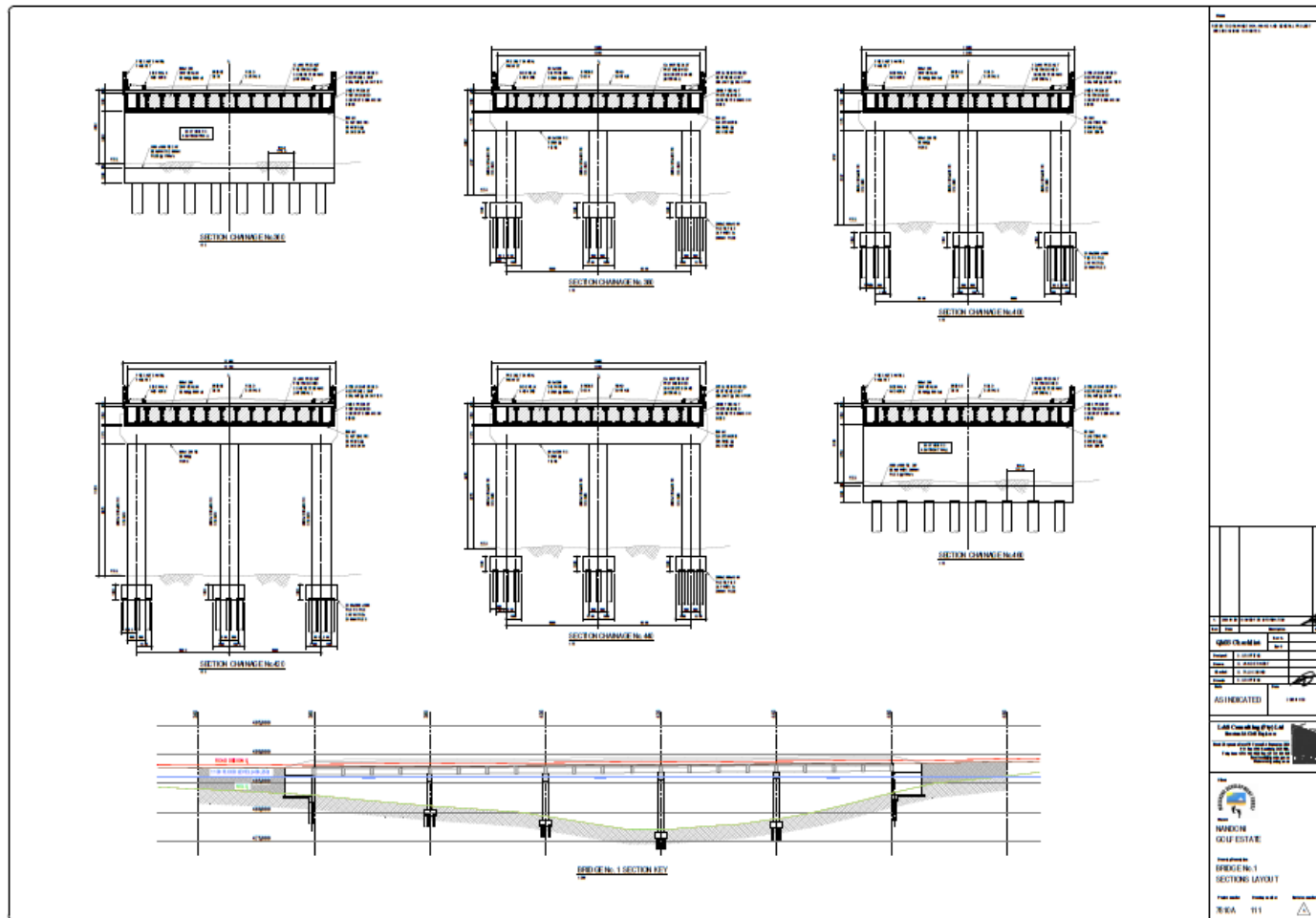


Figure 4: Bridge Section Layout

Initial \_\_\_\_\_

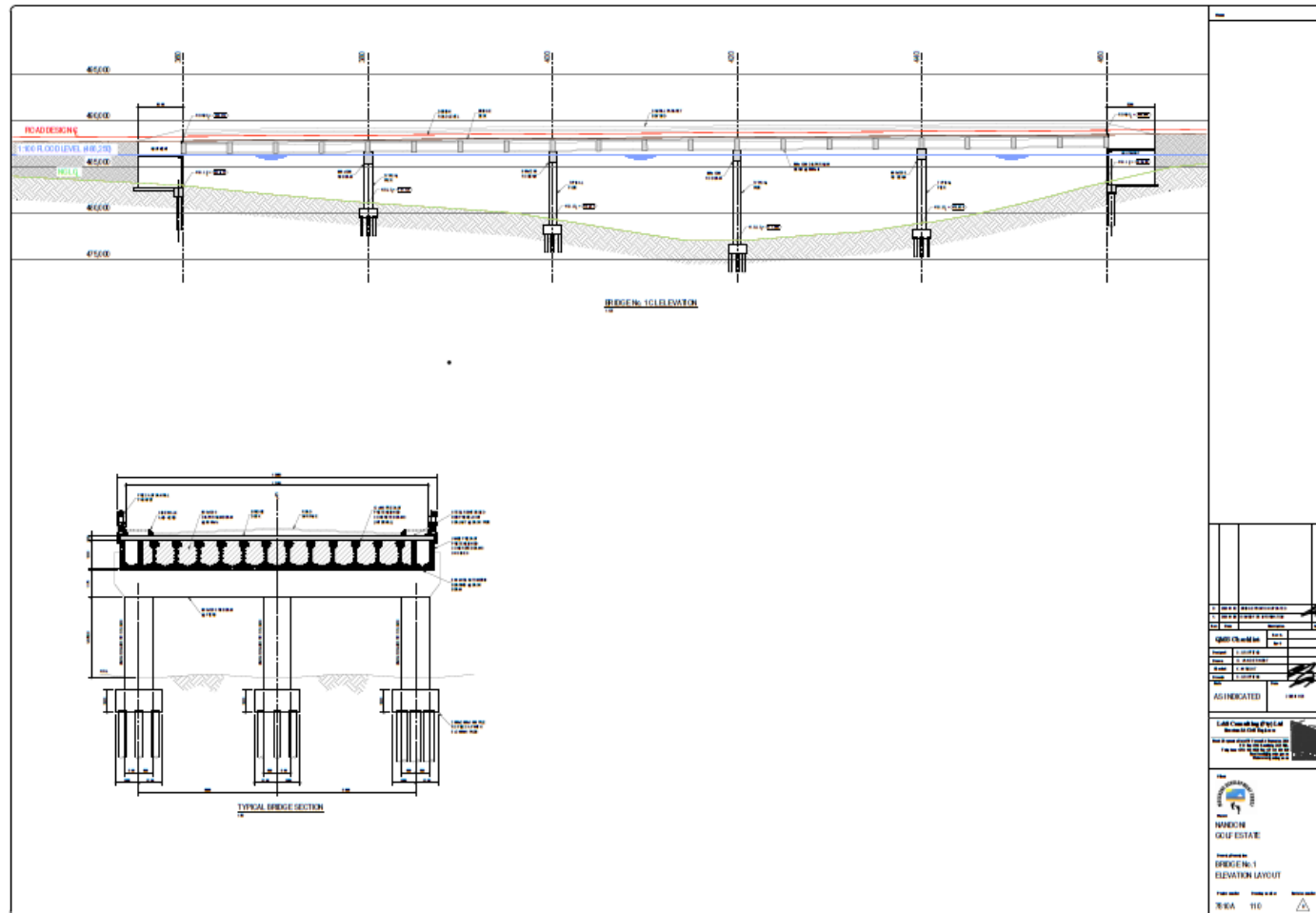
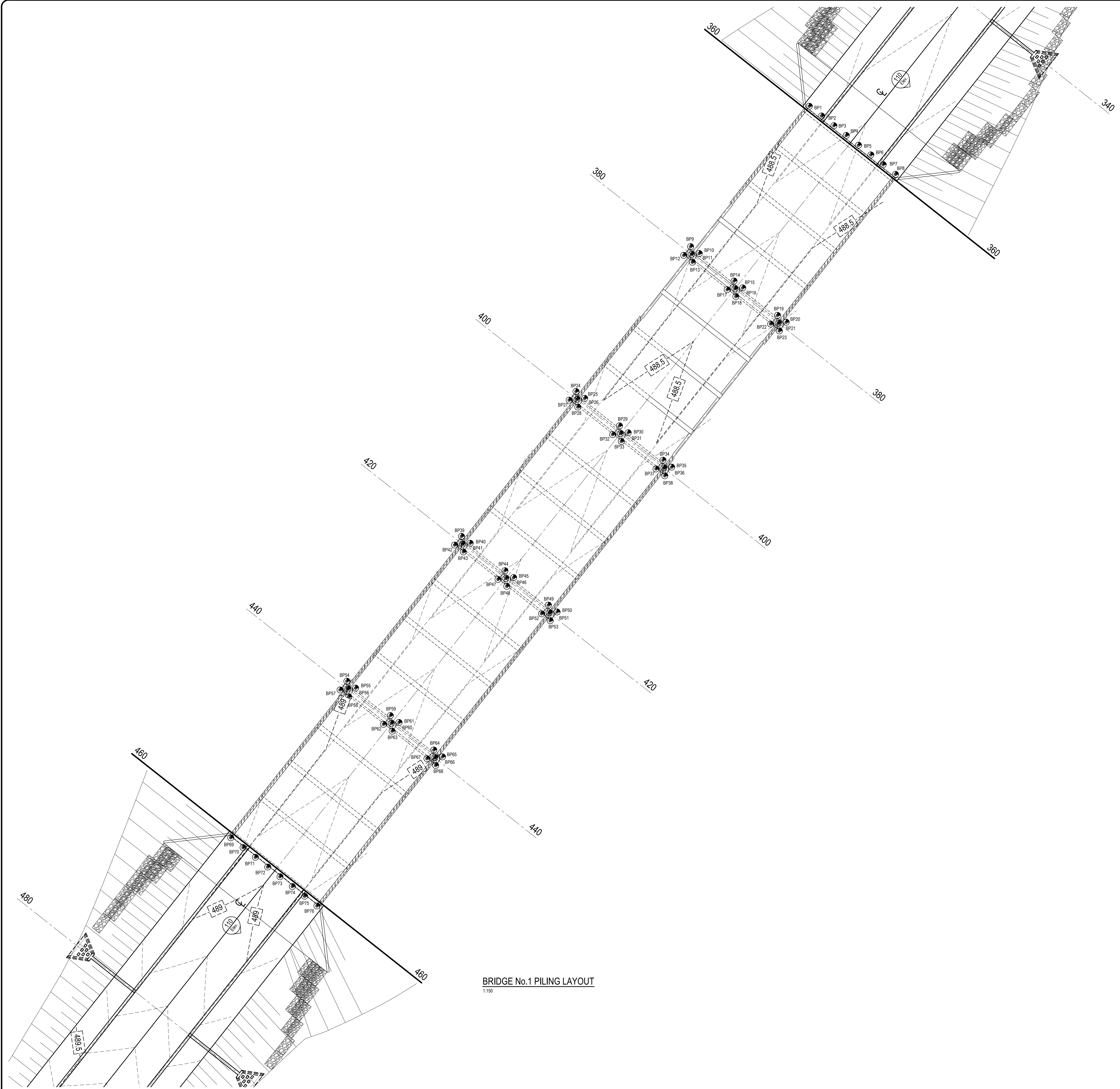


Figure5: Bridge Elevation Layout

Initial \_\_\_\_\_





BRIDGE No.1 PILING LAYOUT  
1:150

COORDINATE LIST		
BRIDGE 1 PILING SETTING OUT		
POINT	Y-COORD	X-COORD
CONST		
BP1	40340.629	2542146.959
BP2	40339.295	2542148.014
BP3	40337.962	2542149.068
BP4	40336.628	2542150.123
BP5	40335.295	2542151.177
BP6	40333.961	2542152.232
BP7	40332.628	2542153.286
BP8	40331.295	2542154.341
BP9	40333.482	2542162.165
BP10	40332.541	2542162.910
BP11	40333.384	2542163.008
BP12	40354.227	2542163.107
BP13	40353.285	2542163.851
BP14	40348.776	2542165.887
BP15	40347.335	2542166.631
BP16	40348.678	2542166.730
BP17	40349.520	2542166.828
BP18	40348.579	2542167.573
BP19	40344.070	2542169.609
BP20	40343.128	2542170.353
BP21	40343.971	2542170.452
BP22	40344.814	2542170.550
BP23	40343.873	2542171.294
BP24	40355.985	2542171.853
BP25	40364.947	2542178.597
BP26	40365.790	2542178.696
BP27	40366.632	2542178.794
BP28	40365.691	2542179.538
BP29	40361.162	2542181.575
BP30	40360.340	2542182.319
BP31	40361.083	2542182.417
BP32	40361.926	2542182.516
BP33	40360.985	2542183.260
BP34	40366.475	2542185.296
BP35	40355.534	2542186.041
BP36	40356.377	2542186.139
BP37	40357.220	2542186.237
BP38	40356.279	2542186.982
BP39	40378.204	2542193.540
BP40	40377.352	2542194.285
BP41	40378.195	2542194.383
BP42	40379.038	2542194.482
BP43	40378.997	2542195.226
BP44	40373.587	2542197.262
BP45	40372.646	2542198.006
BP46	40373.489	2542198.105
BP47	40374.332	2542198.203
BP48	40373.391	2542198.948
BP49	40368.881	2542200.984
BP50	40367.940	2542201.728
BP51	40368.783	2542201.827
BP52	40369.826	2542201.925
BP53	40368.684	2542202.869
BP54	40390.699	2542209.228
BP55	40389.758	2542209.972
BP56	40390.601	2542210.071
BP57	40391.444	2542210.169
BP58	40390.503	2542210.913
BP59	40385.993	2542212.949
BP60	40385.895	2542213.792
BP61	40390.262	2542213.694
BP62	40386.738	2542213.891
BP63	40385.796	2542214.635
BP64	40381.287	2542216.671
BP65	40380.346	2542217.416
BP66	40381.180	2542217.520
BP67	40382.031	2542217.812
BP68	40381.090	2542218.357
BP69	40403.278	2542226.181
BP70	40401.944	2542227.236
BP71	40400.511	2542228.280
BP72	40399.277	2542228.345
BP73	40397.944	2542230.399
BP74	40396.611	2542231.454
BP75	40395.277	2542232.508
BP76	40393.944	2542233.563

NOTE:  
DRAWING ISSUED FOR INFORMATION  
ONLY.  
FINAL PILE POSITIONS WILL BE CONFIRMED  
ONCE FINAL GEOTECH AND PILING DESIGN  
HAVE BEEN RECEIVED.

Notes

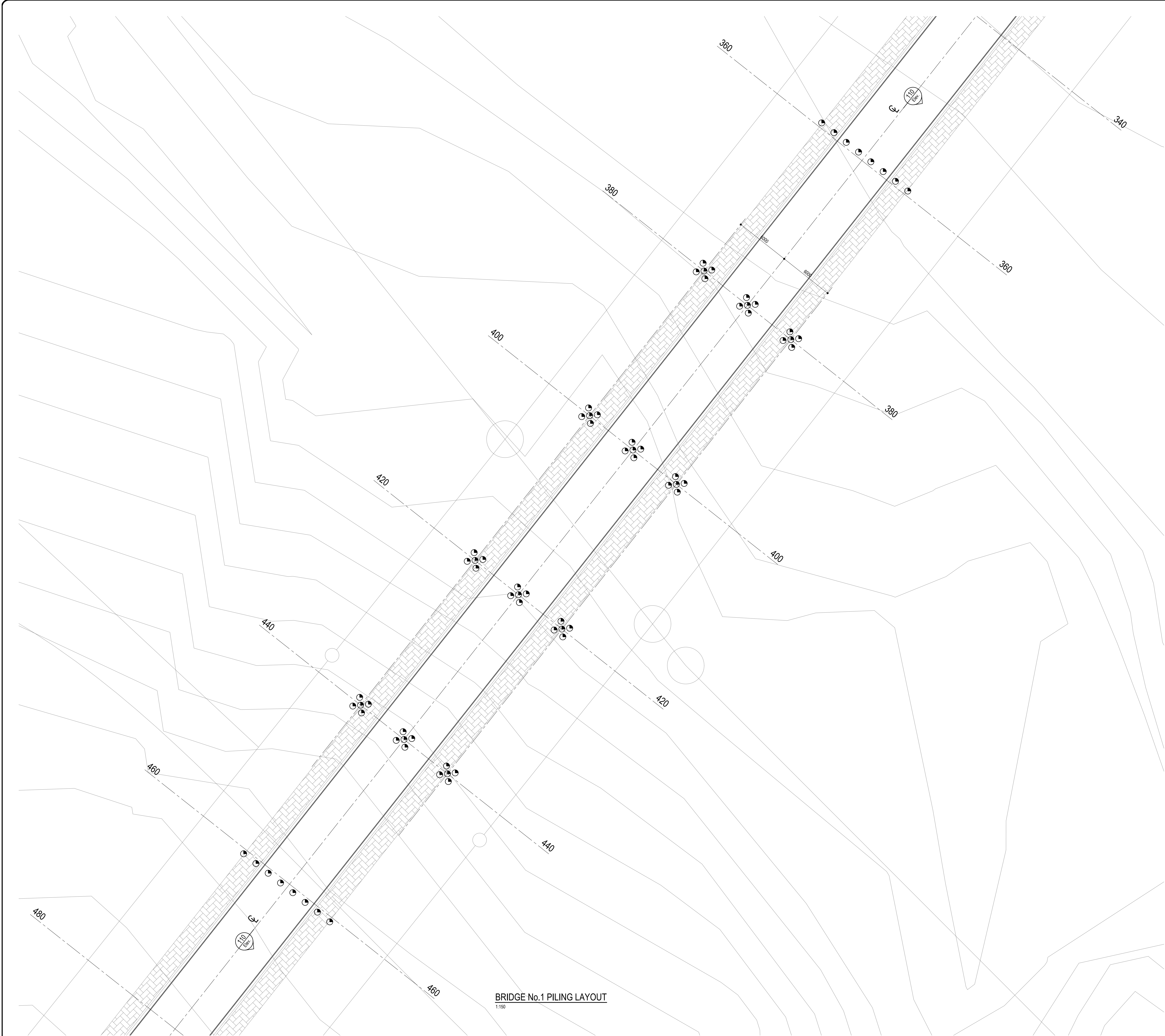
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Rev.	Date	Description	Appr.
QMS Checklist			
Designed	M.C.BOSHOF	Rev A	
Drawn	M.C.BOSHOF	Rev 0	
Checked	J.A.DE BEER		
Director	S.A.GRIFFITHS		
Scale	1:150	Date	2021-05-21

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Client  
**MULDER DEVELOPMENT TRUST**  
Project  
**NANDONI GOLF ESTATE**

Drawing Description  
**BRIDGE 1  
PILING SETTING OUT**  
Project number Drawing number Revision number  
**7810A 097**





PILING TABLE		
TYPE	KEY	SERVICE LOADS AT TOP OF PILE
A		2000 kN AXIAL LOAD 200 kN BENDING MOMENT

Notes

1/ PILES ARE TO BE DESIGNED BY THE PILING CONTRACTOR. DETAILS OF THE REINFORCEMENT AND CONCRETE MIXES ARE TO BE APPROVED BY THE ENGINEER, PRIOR TO CONSTRUCTION.

2/ A DATUM OF .....000m HAS BEEN DEDUCTED FROM ALL LEVELS INDICATED ON THIS DRAWING.

PILE CUT-OFF LEVEL  
(TYPICALLY ±1000 BELOW TERRACE LEVEL)

75 ± TRIMMING

UNDERSIDE OF PILE CAP

REINFORCEMENT BY PILING CONTRACTOR  
(TO BE APPROVED BY ENGINEER)

40 x 16mm Ø

TYPICAL PILE ELEVATION

1:25

B	2020/11/12	BRIDGE POSITION UPDATED		
A	2020/11/03	ISSUED FOR INFORMATION		
Rev.	Date	Description		Appr.
		QMS Checklist		
		Rev A		
		Rev 0		
Designed	S. GRIFFITHS			
Drawn	G. VAN DER NEST			
Checked	K. WRIGHT			
Director	S. GRIFFITHS			
Scale		Date		
AS INDICATED		2020/11/03		

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Client

Project

NANDONI GOLF ESTATE

Drawing Description

BRIDGE No.1 PILING LAYOUT

Project number

Drawing number

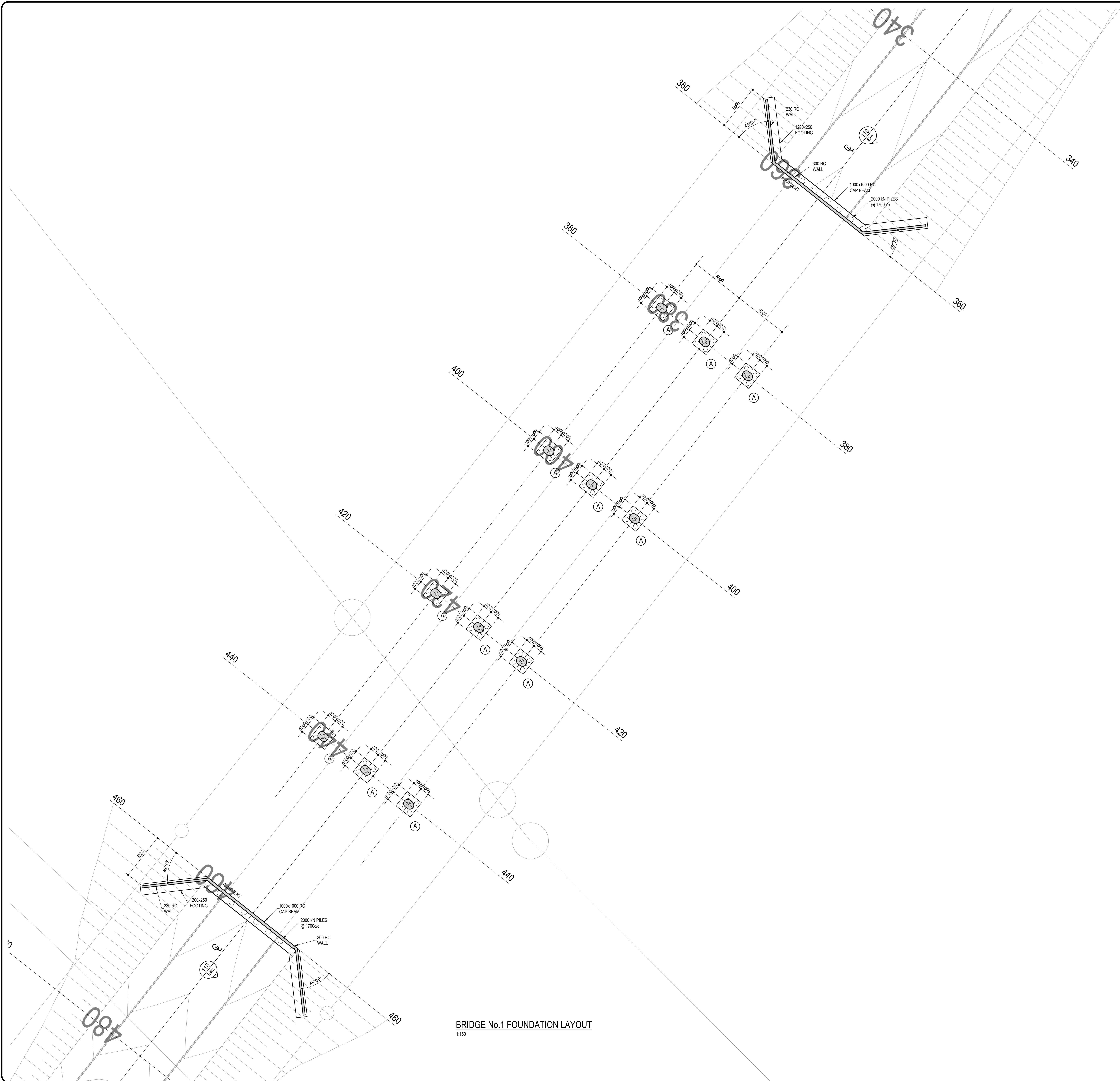
Revision number

7810A

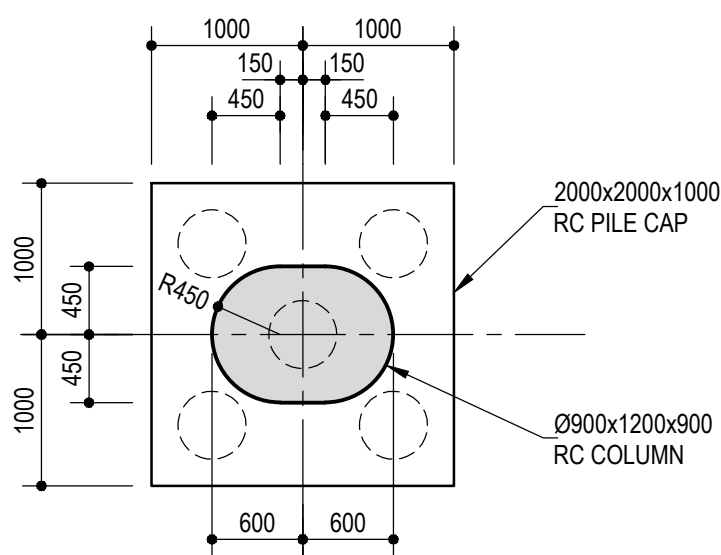
100

B





FOUNDATION TABLE		
TYPE	PILE CAP SIZE	COLUMN SIZE
A	2000x2000x1000	Ø900x1200x600



TYPE- A PILE CAP DETAIL  
1:50

- Notes
- 1) CONCRETE GRADES:  
a) PILE CAPS, GROUND BEAMS AND RETAINING WALL FOOTINGS :25MPa/19mm  
b) COLUMNS & STUB COLUMNS :30MPa/19mm  
c) CONCRETE FILL TO BRICK RETAINING WALLS :15MPa/19mm  
d) WALLS :25MPa/19mm
  - 2) REFER TO THE ARCHITECTS SPECIFICATION FOR ALL FINISHES TO ALL FORMED & UNFORMED CONCRETE SURFACES.
  - 3) A DATUM OF ...000m HAS BEEN DEDUCTED FROM ALL LEVELS INDICATED ON THIS DRAWING. LEVELS ARE TO TOP OF CONCRETE, UNLESS OTHERWISE INDICATED.
  - 4) PILE CAPS ARE CENTERED ON COLUMNS UNLESS OTHERWISE INDICATED.
  - 5) REFER TO DRAWING 7810A-100 (PILING LAYOUT) FOR PILE DESIGN LOADS.
  - 6) ALL FOUNDATION EXCAVATIONS TO BE CHECKED BY THE ENGINEER PRIOR TO CASTING.
  - 7) REFER TO GENERAL PROJECT SPECIFICATIONS ITEM 3.6 FOR CONCRETE FINISH.

B	2020/11/12	BRIDGE POSITION UPDATED	
A	2020/11/03	ISSUED FOR INFORMATION	

Rev.	Date	Description	Appr.
------	------	-------------	-------

QMS Checklist			Rev A	
Designed	S. GRIFFITHS		Rev 0	

Drawn	G. VAN DER NEST			
-------	-----------------	--	--	--

Checked	K. WRIGHT			
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Director	S. GRIFFITHS			
----------	--------------	--	--	--

Scale	Date
AS INDICATED	2020/11/03

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Structural & Civil Engineers  
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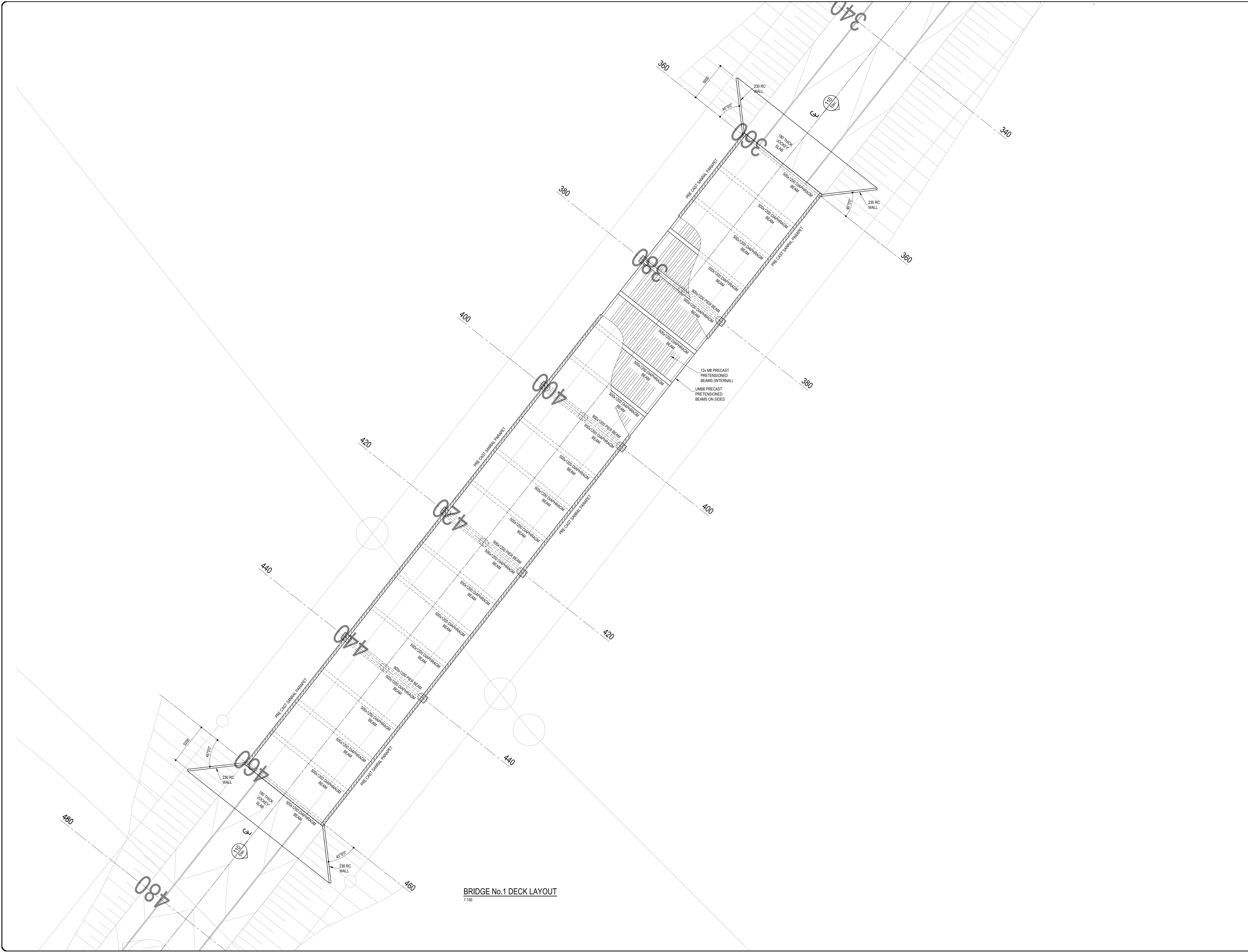


Project  
**NANDONI  
GOLF ESTATE**

Drawing Description  
**BRIDGE No.1  
FOUNDATION LAYOUT**

Project number	Drawing number	Revision number
7810A	101	B





BRIDGE No.1 DECK LAYOUT  
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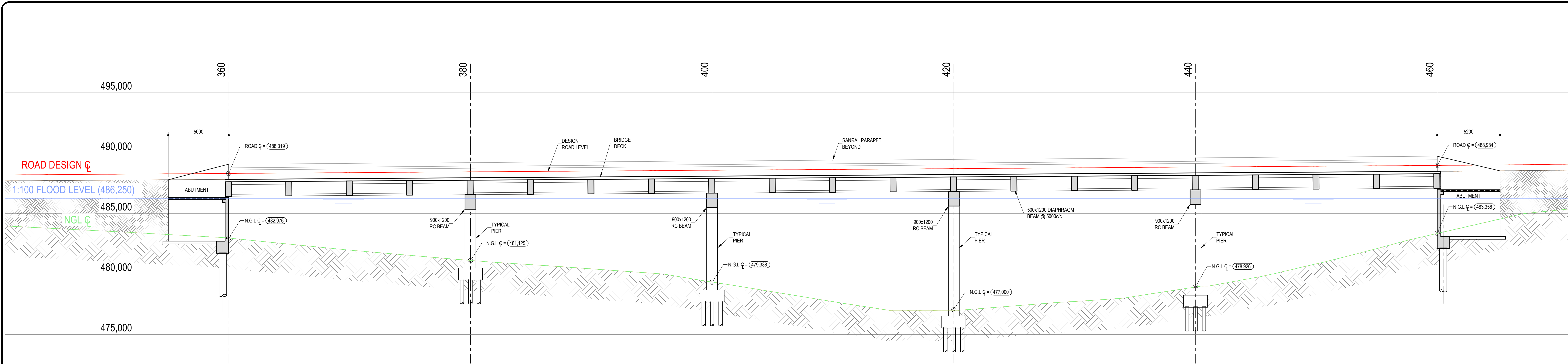
- Notes
- 1/ CONCRETE GRADES :  
a) SLAB AND BEAMS : 25MPa/19mm.  
b) COLUMNS : 30MPa/19mm.  
c) UNFINISHED TRAFFICABLE SLABS/ RAMP : 30MPa/19mm.
  - 2/ REFER TO THE ARCHITECTS SPECIFICATION FOR FINISHES TO ALL FORMED & UNFORMED CONCRETE SURFACES.
  - 3/ A DATUM OF .....000m HAS BEEN DEDUCTED FROM ALL LEVELS INDICATED ON THIS DRAWING. LEVELS ARE TO TOP OF CONCRETE, UNLESS OTHERWISE INDICATED.
  - 4/ ALL PENETRATIONS SET OUT ON THIS DRAWING TO BE CHECKED AGAINST THE LATEST ARCHITECTURAL PENETRATIONS LAYOUT. ANY DISCREPANCIES ARE TO BE REPORTED TO THE ENGINEER IMMEDIATELY.
  - 5/ REFER TO GENERAL PROJECT SPECIFICATIONS ITEM 3.6 FOR CONCRETE FINISH.

B	2020/11/12	BRIDGE POSITION UPDATED	
A	2020/11/03	ISSUED FOR INFORMATION	
Rev.	Date	Description	Appr.
		Rev A	
		Rev 0	
QMS Checklist			
Designed	S. GRIFFITHS		
Drawn	G. VAN DER NEST		
Checked	K. WRIGHT		
Director	S. GRIFFITHS		
Scale	Date		
AS INDICATED	2020/11/03		

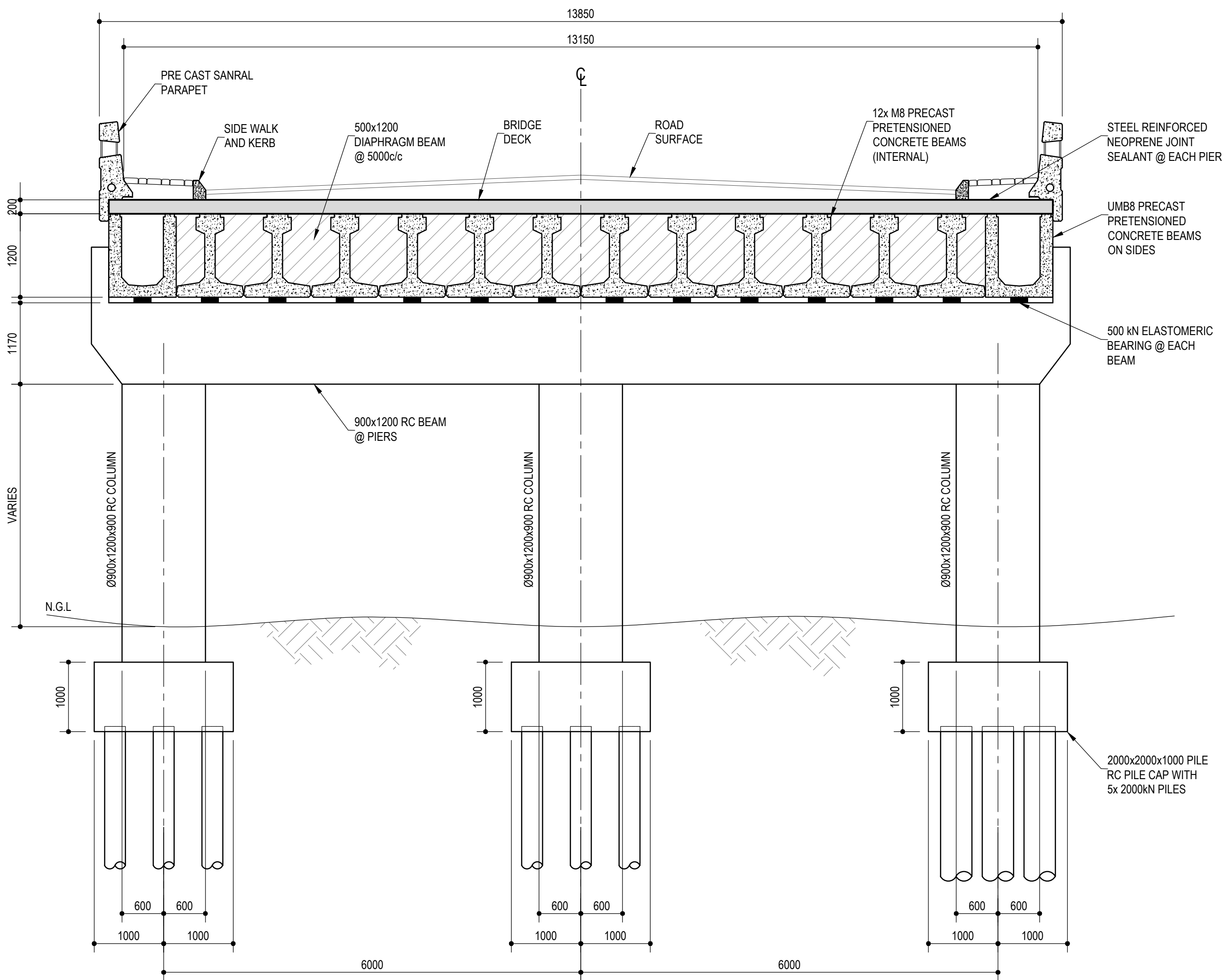
**L&S Consulting (Pty) Ltd**  
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Client  
**WILHELM DEVELOPMENT TRUST**  
Project  
**NANDONI GOLF ESTATE**  
Drawing Description  
**BRIDGE No.1 DECK LAYOUT**  
Project number  
**7810A**  
Drawing number  
**102**  
Revision number  
**B**





BRIDGE No. 1 CL ELEVATION  
1:125



TYPICAL BRIDGE SECTION  
1:50

Notes

B	2020/11/12	BRIDGE POSITION UPDATED	
A	2020/11/03	ISSUED FOR INFORMATION	

Rev.	Date	Description	Appr.
------	------	-------------	-------

QMS Checklist		Rev A	
		Rev 0	

Designed	S. GRIFFITHS		
Drawn	G. VAN DER NEST		
Checked	K. WRIGHT		
Director	S. GRIFFITHS		

Scale	Date
AS INDICATED	2020/11/03

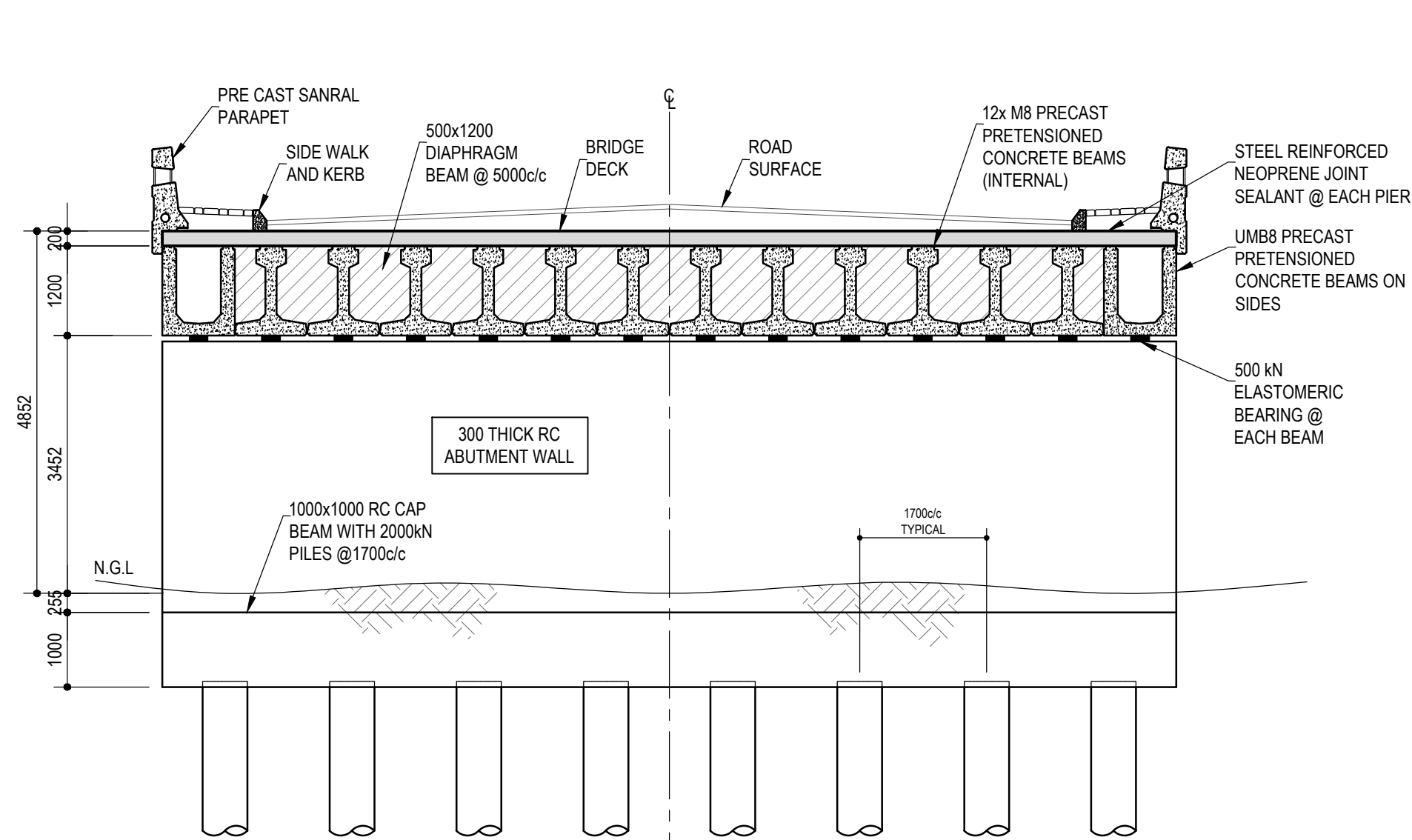
**L&S Consulting (Pty) Ltd**  
Structural & Civil Engineers  
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P O Box 1546 Randburg 2125 RSA  
Telephone +2711 461 4029 Fax +2711 461 4029  
Email mail@lgsafrica.co.za Web www.lgsafrica.co.za

Client  
**MULDER DEVELOPMENT TRUST**  
Project  
**NANDONI GOLF ESTATE**  
Drawing Description  
**BRIDGE No.1 ELEVATION LAYOUT**  
Project number  
**7810A**  
Drawing number  
**110**  
Revision number  
**8**

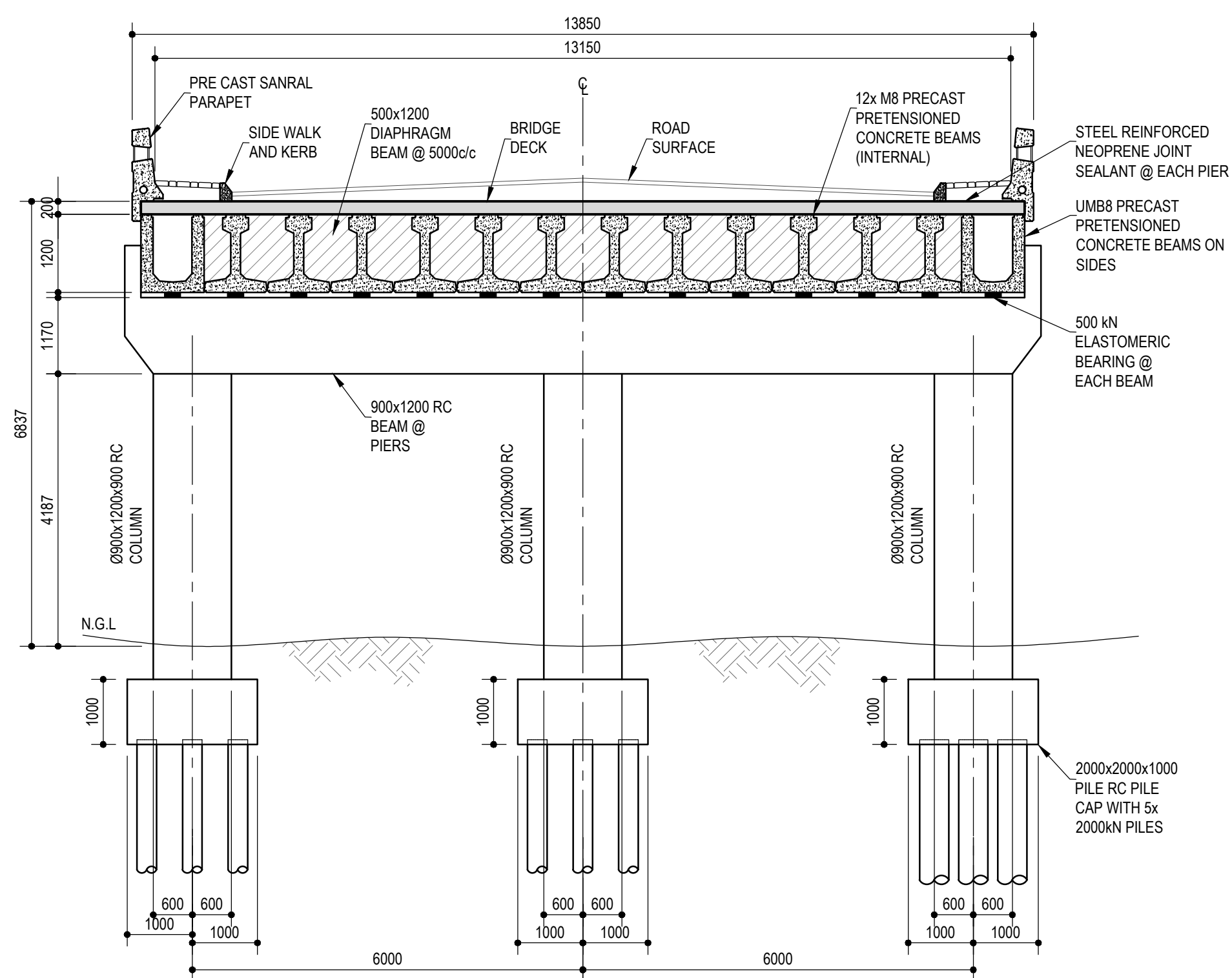


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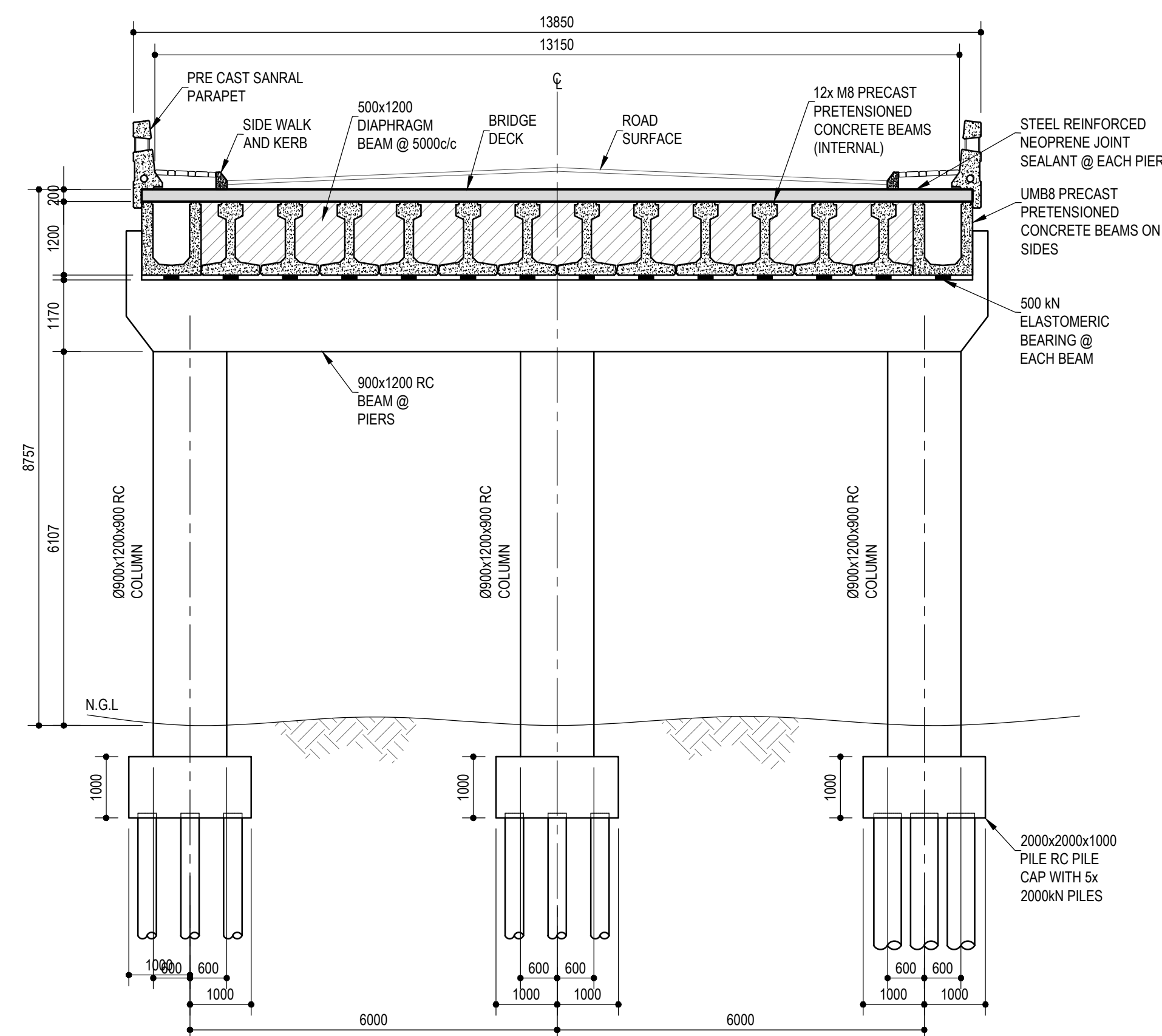
REFER TO DRAWING 7810A-100-102 AND GENERAL PROJECT SPECIFICATIONS FOR NOTES.



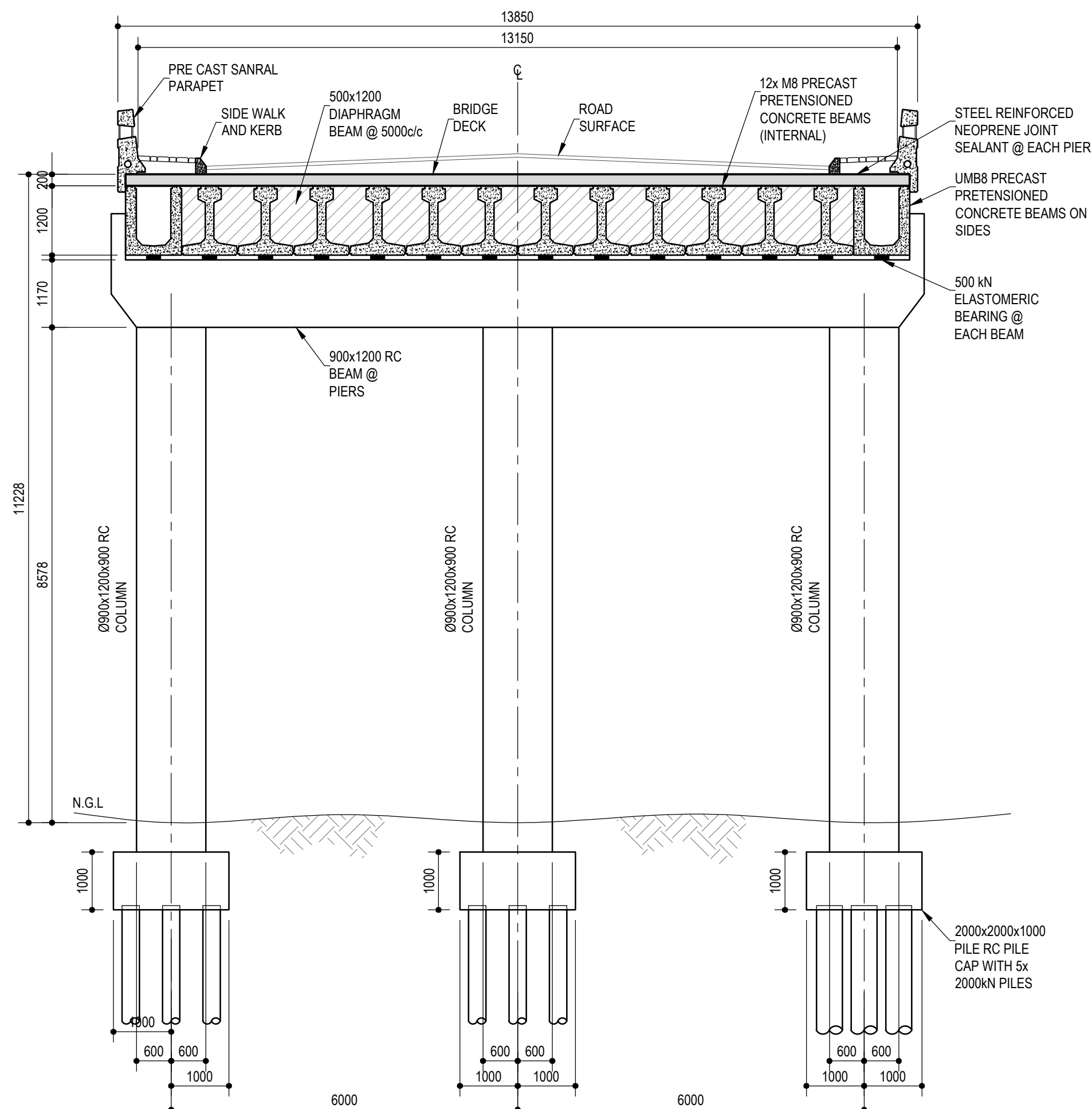
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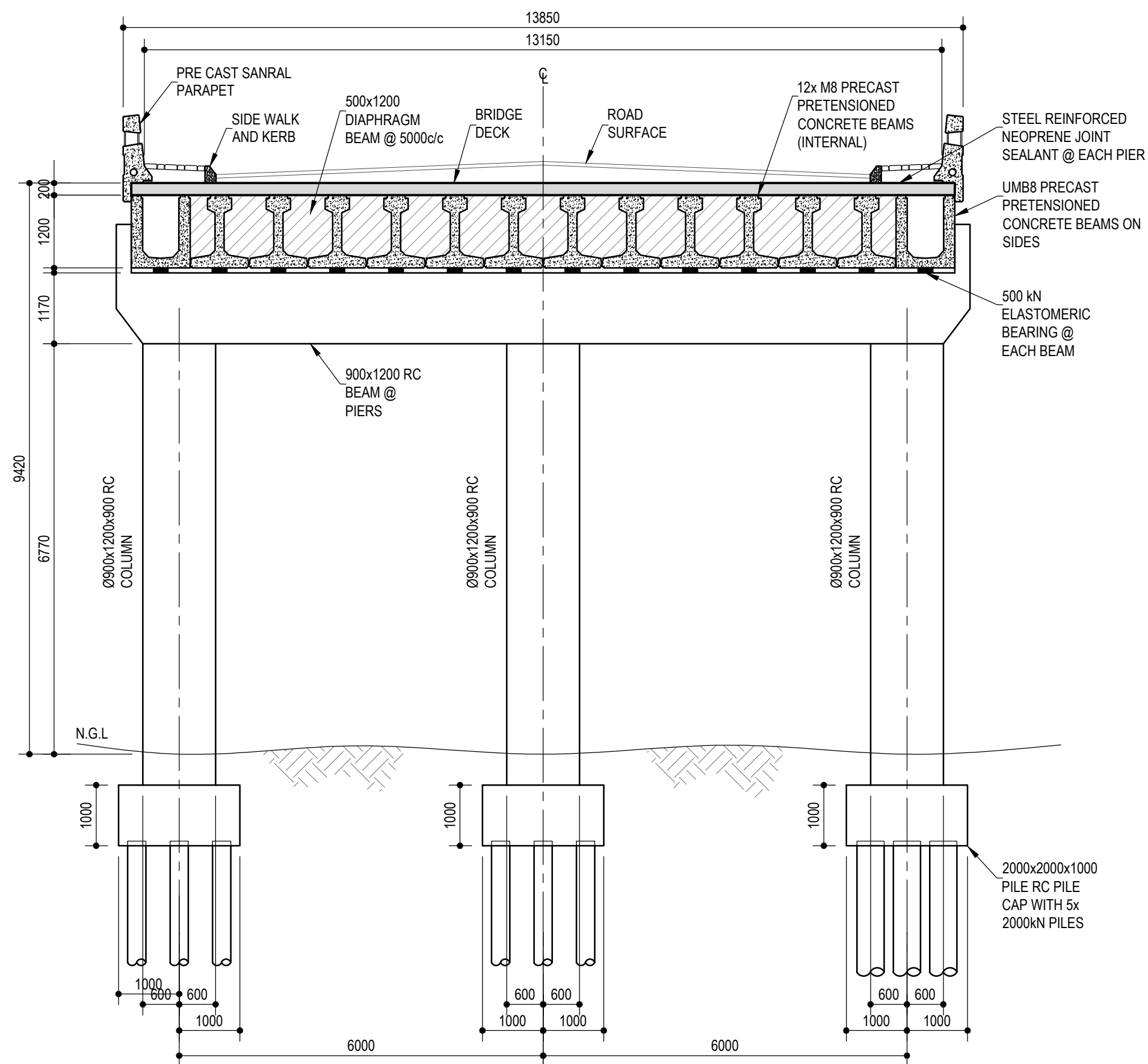
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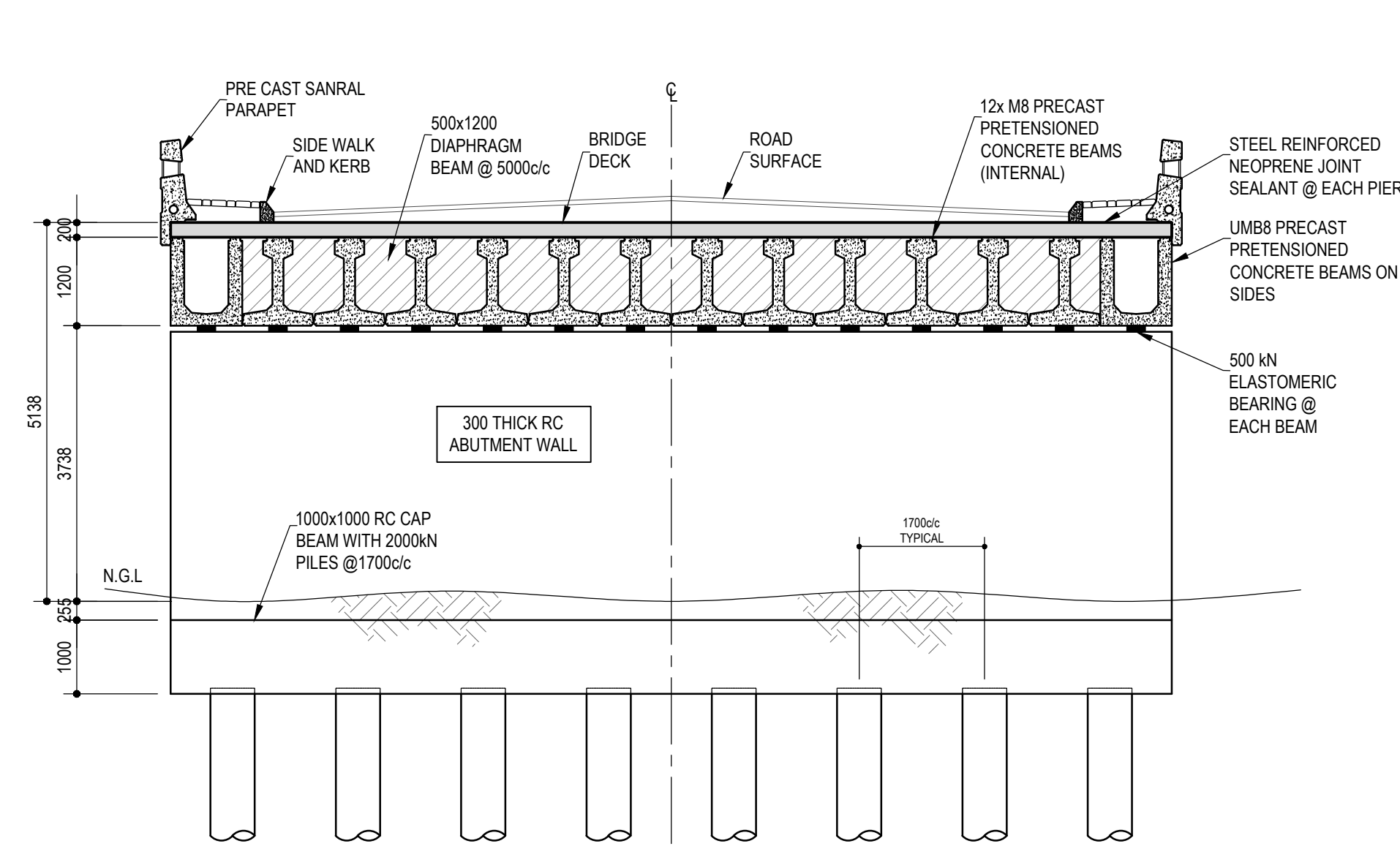
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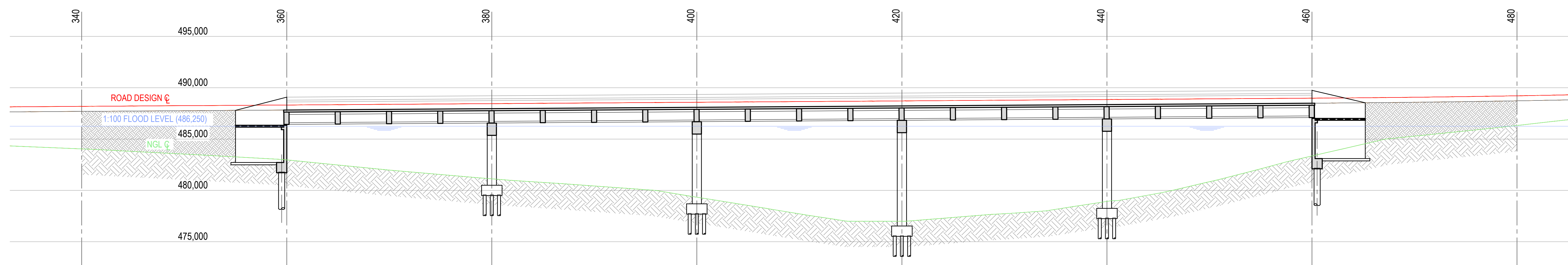
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SECTION CHAINAGE No.440  
1:75



SECTION CHAINAGE No.460  
1:75



BRIDGE No. 1 SECTION KEY  
1:200

A 2020/11/30 ISSUED FOR INFORMATION

Rev. Date Description Appr.

QMS Checklist

Designed S. GRIFFITHS  
Drawn G. VAN DER NEST  
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Client

WILDER DEVELOPMENT PTY LTD

Project

NANDONI GOLF ESTATE

Drawing Description

BRIDGE No.1 SECTIONS LAYOUT

Project number Drawing number Revision number

7810A 111 A