



DEPARTMENT OF WATER AND SANITATION

DUE AT 11:00 ON

CLOSING DATE: 30 OCTOBER 2025

DWS12-0825 WTE

**PIPE-JACKING/ HORIZONTAL DRILLING ON NATIONAL
ROADS, RAILWAYS CROSSING AND WATER COURSES
FOR SENEKAL BUCKET ERADICATION PROJECT FOR
CONSTRUCTION WEST IN THE FREE STATE CIDB
GRADING 4CE OR 4SC OR HIGHER FOR A PERIOD OF
ONE YEAR**

SUBMIT BID DOCUMENTS TO:

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

OR

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

Non-compulsory Briefing Session

Date: 14/10/2025

Time: 10:00

Venue: 3677 Nkahloleng Street, Matwabeng, Senekal, 9600, Free State, Contractors Office Boardroom

(GPS co-ordinates Lat: 28°20'29.1" S Long: 27°38'07.5" E)

TAKE NOTE: T 1.2 Tender data – Clause 5.3: non-compulsory clarification meeting requirements

Name of Tenderer:

TENDER: (Company Address OR Stamp)

COMPILED BY:
DEPARTMENT OF WATER AND SANITATION: CONSTRUCTION WEST



DEPARTMENT OF WATER AND SANITATION

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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 West
Department of Water and Sanitation

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CONTENT OF DOCUMENT (as presented)

Number Heading

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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Annexure 1: Drawings (177 383-19, 177 400-19-Rev 1 & 177 402-19)

Annexure 2: DWS Internal Environmental Management Policy

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

The Department of Water and Sanitation has invited contractors to enter into a contract for the service Pipe Jacking and horizontal directional drilling contractor, for Senekal Bucket Eradication Project, relating to any or all of the following:

1. Pipe Jacking and Horizontal directional drilling:
 - a. Pipe Jacking
 - b. Horizontal directional drilling
2. Site establishment and de-establishment.

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 CIDB 4CE OR CIDB 4SC or higher.

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

Queries relating to the issue of these documents may be addressed in writing to bidenquirieswte@dws.gov.za and MasekoM2@dws.gov.za

A non-compulsory site clarification meeting with representatives of the Employer will take place at 3677 Nkahloleng Street, Matwabeng, Senekal, 9600, Free State, Contractors Office Boardroom (GPS co-ordinates Lat: 28°20'29.1" S Long: 27°38'07.5" E) – see Submission Data for further particulars) on 02/09/2025 starting at 10h00.

The closing time for receipt of tenders is 11:00 hrs on 30/10/2025 close]. 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
4	GENERAL REQUIREMENTS
4.1	The Employer is the Department of Water and Sanitation, Chief Directorate Construction Management, Construction West
4.2	Drawings: 1. 177 383-19 2. 177 400-19-Rev 1 3. 177 402-19 DWS Internal Environmental Management Policy
4.4	The employer's agent email address is: MasekoM2@dws.gov.za
4.4	The language for communications is English .
5	TENDERER'S OBLIGATIONS

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Clause number	TENDER DATA
5.1.1	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: An Entity is not eligible to submit a bid if: (a) the Tenderer does not comply with the legal requirements of the Department's Procurement. (b) the Entity submitting the bid is under restrictions or has principals who are under restriction to participate in the Department's procurement due to corrupt or fraudulent practices; (c) the Tenderer does not have the legal capacity to enter into the contract; (d) the Entity submitting the bid is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing; (e) the Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; (f) the Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of the legislation applicable to the work in the contract; (g) The respondent and any of its directors/shareholders are not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 or the National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za) as a person prohibited from doing business with the public sector; (h) The respondent is not registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/). (i) The respondent has completed the Compulsory Declaration and there are legal reasons for not permitting the respondent from contracting with the Employer; (j) The respondent, is not tax compliant or not provides written proof from SARS that the respondent has made arrangements to meet outstanding tax obligations; (k) The respondent must provide, financial statements for the two years immediately preceding the application. (l) The respondent is not registered and not in good standing with the compensation fund or with a licensed compensation insurer; (m) the Tenderer has failed to perform on any previous contract and has been given a written notice to this effect; (n) the Tenderer or a competent authorized representative of the Entity who submitted the tender has not attended the non-compulsory clarification meeting or site briefing session if applicable; (o) the bid-offer is not signed by a person authorized to sign on behalf of the Tenderer; (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. (q) Tenderers needs to satisfy the requirement of clause 6.8 and 6.11.

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Clause number	TENDER DATA
5.1.2	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 4CE OR CIDB 4SC or higher class of construction work, are eligible to have their tenders evaluated. Joint ventures are eligible to submit tenders provided that: - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation in the 4CE or 4SC or higher class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status - 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 4CE or 4SC 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.
5.2	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.
5.3	The arrangements for a non-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.) DIRECTIONS: The site is found in the town of Senekal, in the Free State province, which is situated approximately 70km West of Bethlehem in the Free State province on the N5 and accessed through a controlled gate in the Senekal Township (Matwabeng) in the Free State province. NOTE TO TENDERER: Personal Protective Equipment (PPE) such as safety boots will be required before entering the site to examine some aspects of the works. If addenda should be issued, it will be issued to the respondents by publishing it on the e-tender portal.
5.4	Tenderers are required to state the rates and currencies in South African Rand (ZAR).
5.5	No alternative offer will be accepted.
5.6.1	Parts of each tender offer communicated on paper shall be submitted as an original, plus one (1) softcopy. The tenderer is requested to also provide an electronic format <u>PDF (soft) copy on a USB flash drive</u> of the complete tender submission and to include this in their tender submission.
5.6.2	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. Complete and sign Annexure J

Initial _____

Clause number	TENDER DATA
5.6.3	The tenderer is required to submit with his tender the following certificates as per requirements in 6.8 and returnable documents T2.2.
5.6.4	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: 1) TENDER DETAILS: Tender reference number: DWS12-0825WTE Title of Tender: PIPE-JACKING/ HORIZONTAL DRILLING ON NATIONAL ROADS, RAILWAYS CROSSING AND WATER COURSES FOR SENEKAL BUCKET ERADICATION PROJECT FOR CONSTRUCTION WEST IN THE FREE STATE CIDB GRADING 4CE OR 4SC OR HIGHER FOR A PERIOD OF ONE YEAR 2) DETAILS AND ADDRESS FOR DELIVERY OF TENDER OFFERS: Location of tender box THE BID BOX AT THE ENTRANCE Physical address: ZWAMADAKA BUILDING 157 FRANCIS BAARD STREET, PRETORIA, 0001
5.6.5	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.
5.6.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers shall NOT be accepted.
5.7	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.
5.8	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
5.9	The tender offer validity period is 120 days.
5.10	The employer reserve the right to arrange access for the following inspections, tests, and analysis at Tenderer's facilities.
5.11	The Tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Guarantee to the format included in Part C1.3 of this procurement document. (See also GCC 2015: Clause 6.2 – Security.)
6	EMPLOYER'S UNDERTAKINGS
6.1	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.

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Clause number	TENDER DATA
6.3	Tenders will be opened immediately after the closing time for tenders at 11:00 hrs
6.4	Determine, after opening and before detailed evaluation, whether each tender offer that was properly received a) complies with the requirements of the standard conditions of tender in this document, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. 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 d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work, e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, - or f) unfairly affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. 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.
6.5	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 a) the gross misplacement of the decimal point in any unit rate, b) omissions made in completing the pricing schedule or bill of quantities, or c) arithmetical errors in 1) line item totals resulting from the product of a unit rate and a quantity in bill of quantities or schedules of prices, or 2) the summation of the prices. Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices. Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows: d) If a bill of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. e) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer shall be asked to revise selected item prices (and their rates if bill of quantities apply) to achieve the tendered total of the prices. Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of errors in the required manner.

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Clause number	TENDER DATA
6.6	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). Bids received will be evaluated on the five (5) phases namely: (1) Mandatory Requirements, (2) Quality, (3) Price & Preference, (4) Evaluation Method 4, and (5) Administrative Compliance
6.7	1) <u>PHASE 1: MANDATORY REQUIREMENTS:</u> Failure to submit any of the documents listed below will render your bid non-responsive and the bid will be disqualified. • CIDB registration in terms of construction industry development board (CIDB) grade, for a 4CE or CIDB 4SC or higher class of construction work. • A minimum best annual turnover of R2 000 000.00 between the two (2) years preceding the application or bid. • Completion certificate for the largest Contract completed, during the 5 years immediately preceding the application, in the class of construction works applied for must be greater or equal to R900 000,00
6.8	2) <u>PHASE 2: QUALITY</u> As explained in 6.12.4 • The Tenderer must score a minimum of 60 points out of 100 to allow them to proceed to the next phase of evaluation.
6.9	3) <u>PHASE 3: PRICE AND PREFERENCE</u> As explained in 6.12.2 & 6.12.3
6.10	4) <u>PHASE 4: EVALUATION METHOD 4</u> As explained in 6.12.1

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Clause number	TENDER DATA																						
6.11	5) PHASE 5: ADMINISTRATIVE COMPLIANCE Tenderers are required to comply with the following listed below: <table> <tr> <th>No</th><th>Criteria</th></tr> <tr> <td>1</td><td>Companies must be registered with the National Treasury's Central Supplier Database and must submit a CSD report. (Annexure M)</td></tr> <tr> <td>2</td><td>Tax compliant with SARS. Attach a copy of valid Tax Compliance Status pin page (to be confirmed through SARS). (Annexure L)</td></tr> <tr> <td>3</td><td>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)</td></tr> <tr> <td>4</td><td>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)</td></tr> <tr> <td>5</td><td>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)</td></tr> <tr> <td>6</td><td>The stipulated minimum threshold percentage for local production and content for uPVC and HDPE pipes 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 (www.thedti.gov.za) needs to be completed and submitted with the bid.</td></tr> <tr> <td>7</td><td>Complete, sign, submit SBD1, SBD3.1, SBD4, SBD6.1</td></tr> <tr> <td>8</td><td>Complete, sign, submit compulsory declaration (Annexure D), preference schedule (Annexure E) & B-BBEE (Annexure F).</td></tr> <tr> <td>9</td><td>Complete, sign, submit Annexure B, C, H, I, J, O, P, Q, R, S, T & V.</td></tr> <tr> <td>10</td><td>Failure to Initial the entire tender document, will render your bid non-responsive and disqualified.</td></tr> </table>	No	Criteria	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 uPVC and HDPE pipes 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 (www.thedti.gov.za) needs to be completed and submitted with the bid.	7	Complete, sign, submit SBD1, SBD3.1, SBD4, SBD6.1	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 & V.	10	Failure to Initial the entire tender document, will render your bid non-responsive and disqualified.
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Clause number	TENDER DATA
6.12.1	The procedure for the evaluation of responsive tenders is Method 4 {(Financial offer – SBD 3.1) (Quality – Annexure O), and (Preference – Annexure E)} The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula. $T_{EV} = f_1 (N_{FO} + N_P) + f_2 N_Q$ Where: f_1 and f_2 are fractions, f_1 equals 1 minus f_2 and f_2 equals 0,2 N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 6.11.7 where the score for a financial offer is calculated using the following formula: $N_{FO} = W_1 \times A$ Where: $A = \left(1 - \left(\frac{P - P_m}{P_m} \right) \right)$ and W_1 equals 80 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule N_Q is the number of tender evaluation points awarded for the quality offered in accordance with 6.11.9 where $W_2 = 100$. Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.
6.12.2	<u>Price Score:</u> Score for financial offers using the following formula: $N_{FO} = W_1 \times A$ Where: $N_{FO} \rightarrow$ is the number of tender evaluation points awarded for the financial offer. $A = \left(1 - \left(\frac{P - P_m}{P_m} \right) \right) \quad (\text{As per Preferential Procurement Regulations, 2022})$ P is the comparative offer of the tender offer under consideration. P_m is the comparative offer of the most favourable comparative offer; and W_1 equals 80 where the financial value inclusive of VAT of all responsive tenders received have a value below of R50 000 000,00.

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6.12.3

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 20 points will be awarded for specific goals.

N_p 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 (80/20 system)
Women Ownership	5
Disability Ownership	5
Youth Ownership	5
Location of enterprise (local equals province) – Free State Province	2
B-BBEE status level contribution from level 1 to 2 which are QSE or EME	3
TOTAL SCORED POINTS	20

"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.

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Clause number	TENDER DATA																								
	Women, disability, and youth will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets the criterion. E.g., Company A has five shareholders each of whom own 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, this Tenderer will obtain 60% of the points allowable for this goal. Documents/ information listed on the below Table 2 must be submitted to support and verify points claimed as per Table 1 above. Table 2: Documents required for verification of Tenderer claimed points <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 (SANAS0 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> 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.	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 (SANAS0 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.														
Specific Goal	Requires Proof Documents																								
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6.12.4	The quality criteria and maximum score in respect of each of the criteria are as follows: <table><tr><th colspan="2">Quality criteria</th><th>Maximum number of points</th></tr><tr><td>1</td><td>Company Experience in Relation to Scope of Works</td><td>20</td></tr><tr><td>2</td><td>Key-personnel / Supervisory and Management Staff</td><td>20</td></tr><tr><td>3</td><td>Schedule of Plant and Equipment</td><td>10</td></tr><tr><td>4</td><td>Technical Proposal</td><td>30</td></tr><tr><td>5</td><td>Preliminary Programme</td><td>10</td></tr><tr><td>6</td><td>Health and Safety, Management Plan</td><td>10</td></tr><tr><td colspan="2">Maximum possible score for quality (Ms)</td><td>100</td></tr></table> Quality shall be scored by not less than three evaluators in accordance with the following schedules: Annexure O: Quality Achievement Schedule The minimum number of evaluation points for quality is 60.	Quality criteria		Maximum number of points	1	Company Experience in Relation to Scope of Works	20	2	Key-personnel / Supervisory and Management Staff	20	3	Schedule of Plant and Equipment	10	4	Technical Proposal	30	5	Preliminary Programme	10	6	Health and Safety, Management Plan	10	Maximum possible score for quality (Ms)		100
Quality criteria		Maximum number of points																							
1	Company Experience in Relation to Scope of Works	20																							
2	Key-personnel / Supervisory and Management Staff	20																							
3	Schedule of Plant and Equipment	10																							
4	Technical Proposal	30																							
5	Preliminary Programme	10																							
6	Health and Safety, Management Plan	10																							
Maximum possible score for quality (Ms)		100																							

Initial _____

Clause number	TENDER DATA
6.12.5	<u>SCORING OF QUALITY:</u> The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows: 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.
6.13	Tender offers will only be accepted if: - the Tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity; - the Tenderer, unless a foreign supplier, is tax compliant or provides written proof from SARS that the tenderer has made arrangements to meet outstanding tax obligations; - the financial offer is market-related and/or represents value for money; - the Tenderer is registered with the Construction Industry Development Board (CIDB) in an appropriate Contractor grading designation; - the Tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 the National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za) as a person prohibited from doing business with the public sector; - the Tenderer has not: - abused the Employer's Supply Chain Management System; or - failed to perform on any previous contract and has been given a written notice to this effect; - 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; - 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; - the Tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; - the employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
6.14	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 - addenda issued during the tender period, - inclusion of some of the returnable documents, and - other revisions agreed between the employer and the successful tenderer during the process of offer and acceptance. Complete the schedule of deviations attached to the form of offer and acceptance, if any.
6.15	The number of paper copies of the signed contract to be provided by the employer to the successful Tenderer is One (1).

Initial _____



DEPARTMENT OF WATER AND SANITATION

DWS12-0825WTE

PIPE-JACKING/ HORIZONTAL DRILLING ON NATIONAL ROADS, RAILWAYS CROSSING AND WATER COURSES FOR SENEKAL BUCKET ERADICATION PROJECT FOR CONSTRUCTION WEST IN THE FREE STATE CIDB GRADING 4CE OR 4SC OR HIGHER FOR A PERIOD OF ONE YEAR

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 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	
Annexure F	B – BBEE Status Verification Certificate	

Initial _____

RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES THAT WILL BE INCORPORATED INTO THE CONTRACT		
Doc. Ref. Nr.	Document / Schedule	Completed (Tick)
Annexure G	Company Intellectual Property Commission Certificate	
Annexure H	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	
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

DWS12-0825 WTE

PIPE-JACKING/ HORIZONTAL DRILLING ON NATIONAL ROADS, RAILWAYS CROSSING AND WATER COURSES FOR SENEKAL BUCKET ERADICATION PROJECT FOR CONSTRUCTION WEST IN THE FREE STATE CIDB GRADING 4CE OR 4SC OR HIGHER FOR A PERIOD OF ONE YEAR

T2.2 RETURNABLE DOCUMENTS AND SCHEDULES

Initial _____



SBD 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DWS12-08WTE	CLOSING DATE:	16 September 2025	CLOSING TIME:	11H00
DESCRIPTION	PIPE-JACKING/ HORIZONTAL DRILLING ON NATIONAL ROADS, RAILWAYS CROSSING AND WATER COURSES FOR SENEKAL BUCKET ERADICATION PROJECT FOR CONSTRUCTION WEST IN THE FREE STATE CIDB GRADING 4CE OR 4SC OR HIGHER FOR A PERIOD OF ONE YEAR				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Department of Water & Sanitation: Bid Enquiries Office		CONTACT PERSON	Mlungisi Maseko	
TELEPHONE NUMBER			TELEPHONE NUMBER	060 980 7847	
FACSIMILE NUMBER			FACSIMILE NUMBER	NA	
E-MAIL ADDRESS	bidenquirieswte@dws.gov.za		E-MAIL ADDRESS	MasekoM2@dws.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

Initial _____



**PART B
TERMS AND CONDITIONS FOR BIDDING**

1.	BID SUBMISSION:
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2.	TAX COMPLIANCE REQUIREMENTS
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

Initial _____

ANNEXURE A



Initial _____

ANNEXURE B



RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

Initial _____

ANNEXURE C



PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

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

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

Initial _____



SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the Bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

Initial _____



SBD 4

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

2.2.1 If so, furnish particulars:

.....
.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

Initial _____



SBD 4

- 3.5 There have been no consultations, communications, agreements or arrangements made by the Bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the Bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Initial _____

ANNEXURE D



COMPULSORY DECLARATION

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

Section 1: Enterprise Details

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

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
---	--

Section 3: SARS Information

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

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

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

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

Section 6: Particulars of principals

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

Full name of principal	Identity number	Personal tax reference number

Initial _____

ANNEXURE D



Attach separate page if necessary

Section 7: Declaration by tendering entity

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

tick appropriate box ☐ yes ☐ no

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

Full Name	Identity Number	Name of State institution

Note: A controlling interest is the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence.

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

Initial _____

ANNEXURE D



If so, furnish particulars:

.....

.....

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

tick appropriate box

☐ yes

☐ no

If yes, furnish particulars:

.....

.....

.....

Section 8: Record in the service of the state

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

- | | |
|--|--|
| ☐ a member of any municipal council | ☐ 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) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |

Initial _____

ANNEXURE D



- ☐ an official of any municipality or municipal entity

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

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

*insert separate page if necessary

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

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

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

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ 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) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

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

*insert separate page if necessary

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

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

- ☐ Yes ☐ No (Tick appropriate box)

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

.....

Initial _____

ANNEXURE D



Section 10: Declaration

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

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

Note: Communication between partners in a joint venture or consortium (i.e. an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract) will not be construed as collusive tendering.

- 4) There have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the tender, tendering with the intention not to win the tender and conditions or delivery particulars of the products or services to which this tender invitation relates.
- 5) The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
- 6) There have been no consultations, communications, agreements, or arrangements made by the tenderer with any official of the procuring institution in relation to this procurement process prior to and during the tendering process except to provide clarification on the tender submitted where so required by the institution; and the tenderer was not involved in the drafting of the specifications or terms of reference for this tender.
- 7) I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 8) I confirm that
 - i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)

Initial _____

ANNEXURE D



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

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

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

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

NOTE: 4: Regulation 45 of Supply Chain Management regulations 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 |
|--|------------|
| PRICE | 80 |
| SPECIFIC GOALS | 20 |
| Total points for Price and SPECIFIC GOALS | 100 |
- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

Initial _____



2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Initial _____



Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

Initial _____



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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One-person business/sole propriety

☐ Close corporation

☐ Public Company

☐ Personal Liability Company

☐ (Pty) Limited

☐ Non-Profit Company

☐ State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

Initial _____

SBD 6.1



- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

Initial _____

ANNEXURE E



PREFERENCING SCHEDULE

1 Preference

Preferences shall be granted in respect of the following:

1.1 Ownership by women, people with disabilities and youth

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

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

where

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

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

1.2 Local enterprise

An enterprise which operates from a building together with its land and outbuildings located within the boundaries of the Free State 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 www.sanas.co.za/Pages/index.aspx) or, in the case of an Exempted Micro Enterprise or a Qualifying Small Enterprise, if permitted in terms of the relevant code, a duly completed sworn affidavit on the relevant and appropriate form obtained from one the following websites: - o www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-QSE-Gen.pdf - o www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-EME-Gen.pdf

Initial _____

ANNEXURE E



	○ www.abp.org.za/wp-content/uploads/2018/03/Final-CSC-EME-Affidavit-March-2018-2.pdf
--	--

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	Free State 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 Free State Province as at the closing time for submissions;

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

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

Deponent signature:

Date:

**Commissioner of oaths
Signature and stamp**

Initial _____

Annex C

Note: VAT to be excluded from all calculations

Pula	EU	GBP
------	----	-----

[illegible]

Date: _____

Page | 44

ANNEXURE F



B – BBEE STATUS VERIFICATION CERTIFICATE

Preferencing schedule: Broad Based Black Economic Empowerment Status

Preamble

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

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

1 Conditions associated with the granting of preferences

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

2 Sufficient evidence of qualification

2.1 Exempted micro enterprises

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

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

2.2 Enterprises other than micro exempted enterprises

Sufficient evidence of B-BBEE Status is:

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

3 Declaration

The Tenderer declares that

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

Initial _____

ANNEXURE F



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

Signature :

Name :

Duly authorised to sign on behalf of :

Telephone :

Fax: Date :

Name of witness Signature of witness

...

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

NOTE: ATTACHED TOGETHER WITH PREFERENCING SCHEDULE THE FOLLOWING:

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

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

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

DATE:

Initial _____

ANNEXURE G



COMPANY INTELLECTUAL PROPERTY COMMISSION CERTIFICATE

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

Attached to this page: Originally certified copies of Tenderer's CIPC / CIPRO company registration documents listing all members with percentages.

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 (incorporated), separate municipal declarations shall be submitted in respect of each partner.

Section 1: Enterprise Details

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

Municipality where the business is situated	
--	--

Municipal account number for rates	
---	--

Municipal account number for water and electricity	
---	--

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

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

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

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

Signed

Date

Name

Position

Tender

Initial _____

ANNEXURE J



AUTHORITY OF SIGNATORY

CONTRACTOR'S DULY AUTHORISED SIGNATIRY

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 4CE OR CIDB 4SC or higher class of construction works are acceptable.

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

Name of Contractor:

.....

Contractor Grading Designation:

.....

CIDB Contractor Registration Number:

.....

Expiry Date:

.....

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

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

DATE:

Initial _____

ANNEXURE L



TAX COMPLIANCE STATUS

CONTRACTOR'S TAX COMPLIANCE STATUS

Attached to this page: Tax Compliance Status (TCS) PIN page.

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). 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 (COIDA) (Act 130 of 1993).

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 O

QUALITY ACHIEVEMENT SCHEDULES

A1: COMPANY EXPERIENCE

[MAX POINTS: 20]

The Tenderer will receive a maximum of 20 points based on information provided in this schedule.

Evaluation shall be based on similar and successfully completed projects to qualify for maximum points in the past **five years**. Only experience from the tendering entity, and not by staff members, shall be considered.

No points will be allocated for repair and maintenance projects.

Note: Tenderers to submit names of the completed projects with valid contact details, appointment letters and completion certificates (practical, works or final). Non-submission of any of these will result in loss of points.

The tenderer shall list in the spaces provided below the Pipe Jacking, Horizontal Directional Drilling or Tunnel boring during the 5 years immediately preceding the application, in the class of construction works applied for, with the largest contract successfully completed being greater or equal to R900 000,00.

Tenderers are required to demonstrate their company's relevant experience with regards to the provision of Pipe Jacking and Horizontal Drilling services in projects, in relation to the Scope of work required. They shall supply sufficiently detailed list of contracts, indicating the following:

- Title of project/contract
- Name of client,
- Start and end dates of contract,
- Scope of services provided by Tenderer,
- Name and contact details of client representative.

Tenderers are required to demonstrate their experience with regards to the following:

- The provision of Pipe Jacking and Horizontal Drilling services on successfully completed projects, and value thereof of successfully completed projects of value greater than or equal to R900 000.00 per project in the last 5 years.

The Tenderer shall, in the schedule hereunder, list all work of a similar nature to that contained in this Contract which has been successfully executed by him during the past five years, together with appointment letter and completion certificated for each project.

Project name (description of projects work done)	Consulting Engineer: Contact Person and Telephone Number	Employer: Contact Person and Telephone Number	Value of Work in Rand (inclusive of Vat)	Date Completed (Attached Certified Completion Certificate)	Appointment letter

Initial _____



ANNEXURE O

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Relevant **Overall** Experience of Company amounts to 20 points.

Table: Evaluation of Company Experience

CRITERIA	SCORING CRITERIA	POINTS
Company experience Weight 20	The Tenderer has not submitted information to determine a score	0
	The Tenderer has submitted information for two successfully completed projects with a minimum value of R300 000.00 within the past 5 years and also one successfully completed project with a value of greater than or equal to R900 000.00.	10
	The Tenderer has submitted information for three successfully completed projects with a minimum value of R300 000.00 within the past 5 years and also one successfully completed project with a value of greater than or equal to R900 000.00.	15
	The Tenderer has submitted information for four or more successfully completed projects with a minimum value of R300 000.00 within the past 5 years and also one successfully completed project with a value of greater than or equal to R900 000.00.	20

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: 20]

The Tenderer will receive a maximum of 20 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.

A: Organisation Chart / Organogram

The Tenderer shall attach an 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.

<u>Key personnel</u> a) Supervisor b) Operator/s (Separator & Drill rig) c) Welder d) Surveyor

A. Key for scoring Organisation Chart

CRITERIA	SCORING CRITERIA	POINTS
Organisational Chart & staffing Weight 4	The Tenderer has not submitted an Organisation Chart / Organogram	0
	The Tenderer has submitted an Organisational chart / Organogram, however with only one or two key personnel.	1
	The Tenderer has submitted an Organisational chart / Organogram, however with only three key personnel.	2
	The Tenderer has submitted an Organisation chart / Organogram that includes all four of the key personnel.	4

B: 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, proof of attendance for training courses and registrations certificates and must be appended to the tender for scoring of points, otherwise no points will be allocated.

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

A CV of the Supervisor, Operators, Welder and Surveyor of not more than 3 pages each should be attached to this schedule:

Each CV should be structured under the following headings:

1) Personal particulars

- a. name
- b. date and place of birth
- c. place (s) of tertiary education and dates associated therewith

Initial _____

ANNEXURE O



d. professional awards 2) Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations) 3) Skills 4) Name of current employer and position in enterprise 5) Overview of postgraduate / diploma experience (year, organization and position) 6) Outline of Experience that has a bearing on the scope of work 7) References
To attain the indicted scores, all requirements set forth under the various scoring categories must be attained. List of key personnel requirements: 1 x Supervisor - Must have minimum NQF level 5 in the built environment area with minimum 3 years relevant working experience in trenchless excavation works (Pipe Jacking, HDD or Tunnel boring). 1 x Operator - Must have certified manufacturers and/or city and guild's training of Drill rig/Tunnel boring machine, with minimum 2 years relevant working experience. 1 x Welder – Must have a recognized welding qualification, such as a National Certificate in Welding or an Occupational Certificate (Welder) RED SEAL. With a minimum 2 years relevant working experience. 1 x Surveyor - Must have minimum survey qualification NQF level 6 and with minimum 3 years relevant working experience.

CRITERIA	SCORING CRITERIA	POINTS
Supervisor Weight 4	The Tenderer has not submitted a CV for a Supervisor, or has submitted a CV and supporting information with less than 3 years relevant working experience	0
	Proof (CV and supporting information for a Supervisor) that has 3 years or more but less than 4 years relevant working experience.	1
	Proof (CV and supporting information for a Supervisor) that has 4 years or more but less than 5 years relevant working experience.	2
	Proof (CV and supporting information for a Supervisor) that has 5 years or more but less than 6 years relevant working experience.	3
	Proof (CV and supporting information for a Supervisor) that has 6 years or more relevant working experience.	4

CRITERIA	SCORING CRITERIA	POINTS
Operator Weight 4	The Tenderer has not submitted a CV for an Operator, or has submitted a CV and supporting information with less than 2 years relevant working experience	0
	Proof (CV and supporting information for an Operator) that has 2 years or more but less than 4 years relevant working experience.	1
	Proof (CV and supporting information for an Operator) that has 4 years or more but less than 6 years relevant working experience.	2
	Proof (CV and supporting information for an Operator) that has 6 years or more but less than 8 years relevant working experience.	3

Initial _____

ANNEXURE O



	Proof (CV and supporting information for an Operator) that has 8 years or more relevant working experience.	4
--	---	---

CRITERIA	SCORING CRITERIA	POINTS
Welder Weight 4	The Tenderer has not submitted a CV for a Welder, or has submitted a CV and supporting information with less than 2 years relevant working experience	0
	Proof (CV and supporting information for a Welder) that has 2 years or more but less than 4 years relevant working experience.	1
	Proof (CV and supporting information for a Welder) that has 4 years or more but less than 6 years relevant working experience.	2
	Proof (CV and supporting information for a Welder) that has 6 years or more but less than 8 years relevant working experience.	3
	Proof (CV and supporting information for a Welder) that has 8 years or more relevant working experience.	4

CRITERIA	SCORING CRITERIA	POINTS
Surveyor Weight 4	The Tenderer has not submitted a CV for a Surveyor, or has submitted a CV and supporting information with less than 3 years relevant working experience	0
	Proof (CV and supporting information for a Surveyor) that has 3 years or more but less than 5 years relevant working experience.	1
	Proof (CV and supporting information for a Surveyor) that has 5 years or more but less than 7 years relevant working experience.	2
	Proof (CV and supporting information for a Surveyor) that has 7 years or more but less than 10 years relevant working experience.	3
	Proof (CV and supporting information for a Surveyor) that has more than 10 years relevant working experience.	4

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

Initial _____

ANNEXURE O



A3: SCHEDULE OF PLANT AND EQUIPMENT

[MAX POINTS: 10]

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

The Tenderer shall indicate equipment which will be used, in line with the methodology. Any specialised equipment must be indicated. Tenderer needs to indicate if equipment is their own or intent to hire, for each equipment.

Tenderer to submit proof of ownership with original certified copies not older than 6 months. And in case of hiring, a letter of intent must be submitted with certified proof of ownership by a rental company not older than 6 months.

Minimum information required for each of the following plant will be as follows:

REQUIRED PLANT: Description, size, capacity, etc.	Quantity Required	Documentation required
Drill rig (or Similar)	1	Valid calibration certificates / complete and accurate records (inspection records and maintenance logs)
Tunnel Boring machine (or similar)	1	Valid calibration certificates / complete and accurate records (inspection records and maintenance logs)
Crane or lifting equipment	1	Valid load test certificates
Jacking equipment	1	Valid calibration certificates / complete and accurate records (inspection records and maintenance logs)

CRITERIA	SCORING CRITERIA	POINTS
Plant and equipment Weight 10	The Tenderer has submitted no information / schedule of plant to determine a score	0
	The Tenderer has submitted information / schedule of plant that includes only one of the following plant and equipment. •Drill rig •Tunnel Boring Machine •Crane/Lifting equipment and •Jacking equipment	4
	The Tenderer has submitted information / schedule of plant that includes only two or three of the following plant and equipment. •Drill rig •Tunnel Boring Machine •Crane/Lifting equipment and •Jacking equipment	7
	The Tenderer has submitted information / schedule of plant that includes all the following plant and equipment. •Drill rig •Tunnel Boring Machine •Crane/Lifting equipment and •Jacking equipment	10

NOTE 1: non-submission will result in loss of points.

NOTE 2: The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

Only proof of plant and equipment to be used for this project information to be provided, not the entire

Initial _____

ANNEXURE O



company plant and equipment list.

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

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

DATE:

Initial _____

ANNEXURE O



A4: TECHNICAL PROPOSAL

[MAX POINTS: 30]

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

The approach and methodology should articulate how the tenderer will achieve the stated objectives for the project. The tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach. The tenderer must attach its approach paper to this page. The approach paper should not be longer than 16 pages.

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

Approach and methodology

The approach paper must respond to the scope of work and outline the proposed approach / methodology relating to the following 15 objectives (clearly outlined as headings):

- Site establishment
- Construction of the crane support slab / pad;
- Pit/shaft construction (if applicable)
- Carrier pipe welding (or jointing) (if applicable)
- Jacking wall/jacking support structure construction (if applicable)
- Fluid Design and Management (if applicable)
- Casing pipe welding
- Tunnelling/pipe installation
- Carrier pipe installation procedure (if applicable)
- Grouting between the jacking pipe and the carrier pipe
- Jacking head intervention/cutter change (under free air or compressed air)
- Welding of casing/carrier pipe (steel welding, HDPE pipe welding, HDPE sheet welding)
- Tunnel surveying and surveying audit
- The demobilisation of the equipment and site
- Main risks during drilling

CRITERIA	Technical approach SCORING	POINTS
Technical proposal Weight 30	The technical approach and/or methodology is not submitted. There is no quality plan submitted. OR The approach is attached, specifically tailored to address less than five out of the fifteen project objectives and requirements and is sufficiently flexible to accommodate changes that may occur during execution.	0
	The approach is specifically tailored to address five to eight out of the fifteen project objectives and requirements and is sufficiently flexible to accommodate changes that may occur during execution.	10
	The approach is specifically tailored to address nine to twelve out of the fifteen project objectives. Specific requirements for the project are outlined indicative understanding of the project specifications requirements.	20

Initial _____

ANNEXURE O



CRITERIA	Technical approach SCORING	POINTS
	The approach is innovative and goes beyond the required project objectives with new technologies utilised. All the requirements for the project are outlined indicative understanding of the project specifications requirements. All fifteen project objectives clearly outlined and tailored to.	30

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

Initial _____

ANNEXURE O



A5: PRELIMINARY PROGRAMME

[MAX POINTS: 10]

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

The tendered shall attached a preliminary programme of works (project program), reflecting the proposed sequence, duration, and milestones of execution of the various activities comprising the work for this contract. This program shall be in line with the methodology.
The programme shall be in accordance with the information provided in the schedule of constructional equipment and with all other relevant aspects of the tender.

A preliminary programme in the form of a Gant chart must be submitted with the tender. The following must be shown:

- a) The proposed sequence of the various activities.
- b) The dependencies that exist between the activities and whether these are time related or resource limited.
- c) Any shutdown periods proposed by the Contractor.
- d) Any slack time built into various activities or sub-phases.
- e) The critical path of the work to be undertaken.

This programme shall be in sufficient detail so that it can form the basis of a more detailed construction programme to be prepared after the Contract has been awarded.

Nr	Workplace		Predecessor	Successor	Working days (Duration)
1.	Pipe Jacking	Preparing the shafts			
2.		Cutting the face			
3.		Lowering the pipes			
4.		Grouting			
5.					
6.	Horizontal Drilling	Drill a pilot hole			
7.		Expand the pilot hole			
8.		Pull the pipeline into the hole			
9.		Test and weld the pipe			
				Project duration	

Page limitation: Max – 2 pages writing & 2 Attachment pages

CRITERIA	SCORING	POINTS
Preliminary programme Weight 10	The Tenderer has not submitted a preliminary programme	0
	The Tenderer has submitted a preliminary programme, that indicates predecessor and successor activities. However, with no clear sequence on the activities, and no clear dependencies that exist between activities – indication of a critical path.	5
	The Tenderer has submitted a preliminary programme, that indicates predecessor and successor activities, with a clear sequence of activities and dependencies that exist between activities – indicating a clear critical path.	10

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

DATE:

Initial _____

ANNEXURE O



A6: HEALTH AND SAFETY MANAGEMENT PLAN

[MAX POINTS: 10]

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

1) ENVIRONMENTAL, HEALTH & SAFETY:

[MAX: 10 POINTS]

ENVIRONMENTAL:

[MAX: 5 POINTS]

Proposed contract specific Environmental Management System, inclusive of environmental management plan and waste management plan. This shall also contain details of all site layouts and environmental protection measures. Provide environmental plan management system for all the work to be carried out with specific reference to:

- DWS Internal Environmental Management Policy

HEALTH & SAFETY:

[MAX 5 POINTS]

Provide Health and Safety management system for all the work to be carried out with specific reference to:

- Legal appointments,
- Preliminary baseline risk assessment for all activities,
- File structure of documentation,

Page limitation: Max – 3 to 4 pages for section 5 – Environmental, Health & Safety.

The above method statement must be submitted with the tender to evaluate the ability of the Contractor to perform the work according to specification.

Attached hereto this page is my / our Preliminary Method Statement for the Pipe Jacking and Horizontal Drilling.

CRITERIA	SCORING	POINTS
Environmental	The Tenderer has not submitted an Environmental management system	0
Weight 5	The Tenderer has submitted an Environmental management system includes only one of the following • Management plan • Waste management plan • Environmental protection measures.	2
	The Tenderer has submitted an Environmental management system including all the following • Management plan • Waste management plan • Environmental protection measures.	5

Initial _____

ANNEXURE O



CRITERIA	SCORING	POINTS
Health and Safety management plan Weight 5	The Tenderer has not submitted a Health and Safety management plan	0
	The Tenderer has submitted a Health and Safety management plan referring to only one of the following • Legal appointments • Preliminary baseline risk assessment for all activities • File structure of documentation.	2
	The Tenderer has submitted a Health and Safety management plan referring to all the following • Legal appointments • Preliminary baseline risk assessment for all activities • File structure of documentation.	5

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

DATE:

Initial _____

ANNEXURE O



CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 5(1)(h) of the OHSa 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 OHSa 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 OHSa 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 OHS 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 OHS 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 OHS 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

	QUALITY CRITERIA	MAXIMUM POINTS TO BE ALLOCATED	ALLOCATED POINTS
1	Relevant Past Experience	20	
2	Key Personnel	20	
3	Plant & Equipment	10	
4	Technical Proposal	30	
5	Pre-liminary programme	10	
6	Health & Safety	10	
	TOTAL	100	

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

DWS12-0825WTE

PIPE-JACKING/ HORIZONTAL DRILLING ON NATIONAL ROADS, RAILWAYS CROSSING AND WATER COURSES FOR SENEKAL BUCKET ERADICATION PROJECT FOR CONSTRUCTION WEST IN THE FREE STATE CIDB GRADING 4CE OR 4SC OR HIGHER FOR A PERIOD OF ONE YEAR

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

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DEPARTMENT OF WATER AND SANITATION

DWS12-0825WTE

PIPE-JACKING/ HORIZONTAL DRILLING ON NATIONAL ROADS, RAILWAYS CROSSING AND WATER COURSES FOR SENEKAL BUCKET ERADICATION PROJECT FOR CONSTRUCTION WEST IN THE FREE STATE CIDB GRADING 4CE OR 4SC OR HIGHER FOR A PERIOD OF ONE YEAR

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:

PIPE-JACKING/ HORIZONTAL DRILLING ON NATIONAL ROADS, RAILWAYS CROSSING AND WATER COURSES FOR SENEKAL BUCKET ERADICATION PROJECT FOR CONSTRUCTION WEST IN THE FREE STATE CIDB GRADING 4CE OR 4SC OR HIGHER FOR A PERIOD OF ONE YEAR

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

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

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

.....

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

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

For the Tenderer:

Signature(s): _____

Name(s): _____

Capacity: _____

Date: _____

Initial _____



Name and address of organisation:

Signature and names of witness:

Signature(s):

Name(s):

Capacity:

Date:

ACCEPTANCE

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

The terms of the contract, are contained in

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

Part 2: Pricing Data

Part 3: Scope of Work

Part 4: Site Information

Part 5: Annexures

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

DWS12-0825WTE

PIPE-JACKING/ HORIZONTAL DRILLING ON NATIONAL ROADS, RAILWAYS CROSSING AND WATER COURSES FOR SENEKAL BUCKET ERADICATION PROJECT FOR CONSTRUCTION WEST IN THE FREE STATE CIDB GRADING 4CE OR 4SC OR HIGHER FOR A PERIOD OF ONE YEAR

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

1.2.1 GENERAL CONDITIONS OF CONTRACT

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

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

1.2.2 SPECIAL CONDITIONS OF CONTRACT

GENERAL

Initial _____

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)

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: DWS xxxx (WTE) PIPE-JACKING/ HORIZONTAL DRILLING ON NATIONAL ROADS, RAILWAYS CROSSING AND WATER COURSES FOR SENEKAL BUCKET ERADICATION PROJECT FOR CONSTRUCTION WEST IN THE FREE STATE CIDB GRADING 4CE OR 4SC OR HIGHER FOR A PERIOD OF ONE YEAR 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 6.5	Day works: Delete in entirety
SCC 8.6.1	Change paragraph to read "Except if provided otherwise in the Contract Data, the Contractor, without limiting his obligations in terms of the Contract, shall as part of the documentation required before commencing with the works in accordance with Clause 5.3.1, at his own cost, effect and maintain the following insurances in the name of the Contractor."
SCC 8.6.1.1	Delete
SCC 8.6.1.1.1	Delete with sub-clauses
SCC 8.6.1.3	Change paragraph to read "Liability insurance that covers the Contractor against its respective liability for the death of, or injury to any person, or loss of, or damage to property arising from or in the course of the fulfilment of the Contract, from the Commencement Date to the issue of the Certificate of Completion for a limit of

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	indemnity covering the risks of the Contractor for an amount not less than stated in the Contract Data.”
SCC 8.6.6	Delete
SCC 8.6.7	Delete

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1.2.3 CONTRACT SPECIFIC DATA

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

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

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

PART 1: DATA PROVIDED BY THE EMPLOYER		
Clause	Description	Information
1.1.1.13	Defects and liability period	12 months
1.1.1.14	Due Completion Date	22 August 2025
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.	Department of Water and Sanitation - Construction West - Contract Manager
1.2.1.2	The address of the Employers Agent.	Department of Water and Sanitation Construction West, 126 Chris Hani Street, Potchefstroom, North West Province, 2520
1.1.1.26	The Pricing Strategy	Re-measurable
3.2.3	Specific approval of the Employer required	5.7.3 Acceleration 5.12.3 Extension of Time 6.3.1 Variations 9.1 Termination of Contract 9.2 Termination by Employer 10 Claims and Disputes
5.1.1.1	Special non-working days	1. Statuary holidays as declared by National or Regional Government. 2. Three weeks annual Builders holiday December to January (dates to be confirmed) As PER SAFCEC To Be Announced 3. The last Friday of every month.

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5.8.1	Non-working days	Sundays
5.3.1	The documentation required before commencement with works execution:	Health and Safety plan (Clause 4.3) Initial programme (Clause 5.6) Security (Clause 6.2) Insurance (Clause 8.6) Method Statements (as required by the applicable Specifications) Environmental Plan Other documents as specified in C3
5.3.2	The time to submit the documentation required before commencement with Works execution	28 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: 0.05 % of the Total Tender Sum per Calendar Day
5.14.1	Requirements for practical completion	22 August 2025
5.16.3	The latent defect period	The latent defect period is 10 years after date of completion
6.2	Security	Security will be provided to the value of 10% of the contract value.
6.8.2	Application of the Contract Price Adjustment Factor	Contract Price Adjustments is applicable as per Contract Price Adjustment Schedule
6.8.3	Variation in cost of special materials.	Price adjustments for variations in the costs of special materials are 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	5% 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
8.6.1.1.3	Amount cover professional fees for repairing damage and loss to be included in the insurance sum	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum will be calculated at 10% of the claim value.
8.6.1.3	The limit of indemnity for liability insurance	The limit of indemnity for liability insurance is R 5 000 000.00 for any single claim. The number of claims during the construction and defects liability period shall be unlimited.
10.5.2	Dispute resolution by ad-hoc adjudication	Dispute resolution shall be ad-hoc adjudication.
10.5.3	The number of Adjudication Members to be appointed by the Contractor	3
10.7.1	The determination of disputes	Arbitration

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PART 2: DATA PROVIDED BY THE CONTRACTOR

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

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

FORM H CONTRACT DATA											
PART 2: DATA PROVIDED BY THE CONTRACTOR											
Clause	Description	Information									
1.1.1.9	The name of the Contractor										
1.2.1.2	The address of the Contractor	Physical address: Postal address: E-mail address: Telephone:									
6.2.1	The security to be provided by the Contractor	Performance guarantee of 10% of Contract sum.									
6.8.3	Price adjustments for variations in the costs of special materials are allowed	<table border="0"> <thead> <tr> <th>Special Material(s)</th> <th>Unit</th> <th>Rate</th> </tr> </thead> <tbody> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Special Material(s)	Unit	Rate						
Special Material(s)	Unit	Rate									
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(End of Section C1)

NAME OF TENDER: _____

COMPANY NAME: _____

SIGNATURE OF TENDER: _____

DATE: _____

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DEPARTMENT OF WATER AND SANITATION

DWS12-0825WTE

PIPE-JACKING/ HORIZONTAL DRILLING ON NATIONAL ROADS, RAILWAYS CROSSING AND WATER COURSES FOR SENEKAL BUCKET ERADICATION PROJECT FOR CONSTRUCTION WEST IN THE FREE STATE CIDB GRADING 4CE OR 4SC OR HIGHER FOR A PERIOD OF ONE YEAR

C1.3 PRO FORMA PERFORMANCE GUARANTEE

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C1.3 PRO FORMA PERFORMANCE GUARANTEE

Tender Reference No: DWS 12-0825 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.

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CONTRACT DETAILS

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

1. VARIABLE PERFORMANCE GUARANTEE

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

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

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

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

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

1.2 The Employer's Agent and/or the Employer shall 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

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- 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):

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Capacity:

Guarantor's signatory (2):

Capacity:

Witness signatory (1):

Witness signatory (2):

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DEPARTMENT OF WATER AND SANITATION

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PIPE-JACKING/ HORIZONTAL DRILLING ON NATIONAL ROADS, RAILWAYS CROSSING AND WATER COURSES FOR SENEKAL BUCKET ERADICATION PROJECT FOR CONSTRUCTION WEST IN THE FREE STATE CIDB GRADING 4CE OR 4SC OR HIGHER FOR A PERIOD OF ONE YEAR

C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

Tender Reference No: DWS12-0825WTE

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 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;
- 1.3 'Contractor' means a contractor as defined in Section 1 of the Construction Regulations,

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and an employer as defined in Section 1 of the OHSA, who performs construction work (as defined in the Construction Regulations);

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

2 REPORTING

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

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

3 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

The Contractor:-

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

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situations.

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

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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.

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

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hereby indemnifies the Employer and holds the Employer harmless against all and any claims, losses, demands, liability, costs and expenses of whatsoever nature, which the Employer may, at any time sustain or incur arising out of the circumstances referred to herein.

- 4.2 The Contractor undertakes to ensure that it carries the appropriate insurance cover, including third party public liability cover for the duration of this Agreement, the details of which shall be furnished to the Employer on demand by the Employer.

5 CLARIFICATION

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

6 DURATION OF AGREEMENT

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

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

On this day of 20.....

Signature _____

For and on behalf of the Contractor:

Name and Surname: _____

Company Name: _____

In his/her capacity as: _____

AS WITNESSES:

1. _____ 2. _____

Name (in capitals):

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

on this the day of 20.....

Initial _____

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.

ANNEXURE AA

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

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DEPARTMENT OF WATER AND SANITATION

DWS12-0825WTE

PIPE-JACKING/ HORIZONTAL DRILLING ON NATIONAL ROADS, RAILWAYS CROSSING AND WATER COURSES FOR SENEKAL BUCKET ERADICATION PROJECT FOR CONSTRUCTION WEST IN THE FREE STATE CIDB GRADING 4CE OR 4SC OR HIGHER FOR A PERIOD OF ONE YEAR

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.

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,

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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.

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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

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 ²	square metre
ha	hectare
m ³	cubic metre
kN	Kilonewton
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
kg	kilogram
t	ton (1000 kg)

For the 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.

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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

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

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

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

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

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

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

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C2.2 BILL OF QUANTITIES

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C2.2 BILL OF QUANTITIES

SBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

**NOTE 1: PRICE ADJUSTMENTS WILL NOT BE ALLOWED AT THE PERIODS AND TIMES
SPECIFIED IN THE BIDDING DOCUMENTS.**

**NOTE 2: TWO OFFERS ARE TO BE MADE AS PER THE TWO SBD 3.1 TABLES BELOW, AND
ONLY ONE OFFER WILL BE EVALUATED, BASED ON THE ENGINEERS DECISION
FOR THE METHOD OF TRENCHLESS EXCAVATION TO BE USED ON THE NATIONAL
ROAD.**

**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 DWS12-0825WTE

Closing Time 11:00 Closing date:30-10-2025

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1. **ONLY ONE OF THE FOLLOWING TWO OFFERS WILL BE CONSIDERED BASED AS PER NOTE 2 AND TO BE VALID FOR 120 DAYS FROM CLOSING DATE OF BID**

OFFER A

ITEM NO	SHORT DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.	Site establishment	sum	1		
2.	Horizontal drilling in hard rock on railway. Supply and delivery of minimum 630 mm diameter HDPE class 10 sleeve pipes and 355 mm diameter class 34 uPVC main pipes for section.	m	71		
3.	Horizontal drilling in hard rock on watercourse. Supply and delivery of minimum 630 mm diameter HDPE class 10 sleeve pipes and 355 mm diameter class 12 uPVC main pipes for section.	m	100		
4.	Horizontal drilling in hard rock on National Road. Supply and delivery of minimum 630 mm diameter HDPE class 10 sleeve pipes and 450 mm diameter class 34 uPVC main pipes for section.	m	100		
5.	Pulling of pipes into final position according to all mentioned specifications at section.	m	271		
6.	Site de-establishment	Sum	1		
SUB-TOTAL(S)					
CONTINGENCIES(T) 10% OF (S)					
SUB-TOTAL					
VAT @ 15%					
GRAND TOTAL					

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OFFER B

ITEM NO	SHORT DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.	Site establishment	sum	1		
2.	Horizontal drilling in hard rock on railway. Supply and delivery of minimum 630 mm diameter HDPE class 10 sleeve pipes and 355 mm diameter class 34 uPVC main pipes for section.	m	71		
3.	Horizontal drilling in hard rock on watercourse. Supply and delivery of minimum 630 mm diameter HDPE class 10 sleeve pipes and 355 mm diameter class 12 uPVC main pipes for section.	m	100		
4.	Pipe jacking in hard rock on National Road. Supply and deliver of minimum 1200 mm diameter concrete sleeve pipes and 450 mm diameter class 34 uPVC pipes for section.	m	100		
5.	Pulling of pipes into final position according to all mentioned specifications at section.	m	171		
6.	Jacking of pipes into final position according to all mentioned specifications at section.	m	100		
7.	Site de-establishment	Sum	1		
SUB-TOTAL(S)					
CONTINGENCIES(T) 10% OF (S)					
SUB-TOTAL					
VAT @ 15%					
GRAND TOTAL					

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C3 SCOPE OF WORKS

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Scope of Work (Data) associated with a Work Package	
TOPIC	COMMENTARY
DESCRIPTION OF THE WORKS	
Employer's objectives	Complete the crossing of the railway, river and National Road according to schedule to deliver a service to the community.
General description of the works	Senekal Bucket Eradication Project comprises of the installation of sewer main lines in the Township of Matwabeng. These sewer lines consist of Class 34 and Class 12 uPVC pipes ranging from 160mm to 450mm in diameter according to design specifications. The secondary part is the construction of sewer pump stations and collection sumps. The three pump stations are placed at low laying points throughout the township and will collect and pump the sewerage to the main wastewater treatment works.
Location of the works	Senekal Town (All 3 locations are in the Senekal town in a vicinity of 8km) 1. National roads 2. Railway crossings 3. Water courses
Temporary works	None
Work undertaken by utilities and public agencies	None
DESIGN REQUIREMENTS	
Design services and activity matrix	Design depths for the crossings are provided on the drawings attached as per Annexure 1.
Employer's design	Attached drawings as per Annexure 1
Design requirements	Attached drawings as per Annexure 1
Drawings	1. 177 383-19 2. 177 400-19-Rev 1 3. 177 402-19
Design procedures	None
Record information	As-built drawings required of pre and post survey of the railway and the N5 national road.
CONSTRUCTION SPECIFICATIONS	
Applicable national and international standard	Although not bound in or issued with this document, the following SABS 1200 Standardized Specification for Civil Engineering Construction as approved by the Council of the South African Bureau of Standards shall

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	apply to this Contract. The Contractor shall be in possession of these Standardized Specifications and their related SABS 0120 Code of Practice that apply equally and shall keep a copy of each on site for reference by him and the Engineer for the duration of the Contract. For "Workmen's Compensation Act" read "Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993)" wherever it appears. For "Machinery and Occupational Safety Act" and "Mines and Works Act" read "Occupational Health and Safety Act, 1993 (Act 85 of 1993)" wherever they appear. SABS 1200 Specifications applicable are: SANS 1200 A – 1986 : General SANS 1200 AB – 1986 : Engineer's Office SANS 1200 C – 1980 : Site Clearance SANS 1200 DA – 1988 : Earthworks (Small Works) SANS 1200 DB – 1989 : Earthworks (Pipe Trenches) SANS 1200 DK – 1996 : Gabions and Pitching SANS 1200 DM – 1981 : Earthworks (Roads, Sub-grade) SANS 1200 GA – 1982 : Concrete (Small Works) SANS 1200 GE – 1984 : Precast Concrete (Structural) SANS 1200 HA – 1990 : Structural Steelwork (Sundry Items) SANS 1200 LB – 1983 : Bedding (Pipes) SANS 1200 LE – 1982 : Stormwater Drainage SANS 1200 LG – 1983 : Pipe Jacking SANS 1200 ME – 1983 : Subbase SANS 1200 MFL – 1996 : Base (Light Pavement Structures) SANS 1200 MM – 1984 : Ancillary Roadworks Civil Works The variations and additions to the applicable standardized specifications have been compiled to provide supplemental site and project specific information to SANS 1200; SANS 10120; SANS 2001 and the Technical Specifications contained in this document. In addition to the below tabulated applicable specification standards to the project, variations and additions are provided below: SANS 1200 - A Standardized Specification for Civil Engineering Construction – General SANS 1200 - D
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	Standardized Specification for Civil Engineering Construction – Earthworks SANS 2001 – BE1 Construction Works – Earthworks (General) SANS 2001 – BS1 Construction Works – Site Clearance SANS 2001 – CC1 Construction Works – Concrete Works (Structural) SANS 2001 – CS1 Construction Works – Structural Steelwork SANS 2001 – DP1 Earthworks for Buried Pipelines and Prefabricated Culverts
Bespoke or generic specifications	The sleeve pipes required for the railway crossing and Sandspruit river crossing are minimum 630 mm diameter HDPE pipes, with 355 mm class 34 and 355 class 12 diameter uPVC pipes respectively that will carry wastewater that will be inserted in the sleeve pipe. The sleeve pipes required for the N5 national road crossing is minimum 1200 mm diameter concrete sleeve pipes, with 450 mm class 34 diameter uPVC pipes that will carry wastewater that will be inserted in the sleeve pipe. The operation will continue from one pit (entry chamber) to another pit (exit chamber) (from the jacking pit to the receiving pit), no intermediate jacking stations will be required / allowed. The Contractor shall in the case of jacking, provide and use suitable equipment for handling pipes and placing them in position for jacking the pipes, for the lubrication of the outer surface of the pipeline, and for excavation within the pipe and in the case of pipe boring, for boring the hole and for jointing and inserting the pipes. The jacks shall be fitted with a suitably calibrated pressure gauge in a good working order which will enable the actual jacking forces to be read at any time during the jacking operation. To transfer the load from the jacks to the pipes, suitable thrust plates and spacers shall be provided. A suitable shield for fitting to the front of the lead pipe shall be provided by the Contractor to protect workmen and prevent the collapse of the face or roof of the excavation ahead of the jacked structure. The shield shall be directionally adjustable. The Contractor shall provide adequate lighting for the execution of the Works. Where necessary, guides shall be provided within the thrust pit to facilitate initial directional control of the pipes.

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	Sufficient ventilation shall be provided to remove dust and to ensure safe working conditions. The Contractor shall furnish detailed design calculations, specifications and working drawings to explain his methods of installation and of providing temporary support for the road, railway track, or other service or structure and any modifications to structures required before Pipe Jacking / Horizontal Directional Drilling commences. The above information shall, when required by the Engineer, also be provided in the case of pipe boring. The design shall be carried out by a professional engineer with adequate experience in this field. Calculations, specifications, and drawings shall be signed by the engineer responsible for their preparation. The pipeline shall be jacked or bored through under the relevant road or other service or structure without disrupting the traffic and without disturbing the alignment or levels of the road surface, the tracks, or other relevant service or structure to an extent that may impair the safety of traffic or of the service or structure. Before commencing work in the vicinity of any structure, the Contractor shall make a detailed examination of the structure, record its condition, and submit a copy of such record to the Engineer. The Contractor shall take measurements before and after each jacking or boring operation and shall record any change in line or level (or both) of any road, rail track or other service or structure being traversed. A copy of the records shall be submitted to the Engineer on the same day. Before commencing work under a roadway, the Contractor shall measure levels on the road surface directly above the jacking line and for a distance of at least 5 m on each side of the jacking line. These levels shall be measured at 500 mm intervals and 300 mm from the edges of the surfacing. To facilitate control of the measuring of levels, the exact position of each spot height shall be discreetly marked on the road surface before the levels are measured. After completion of the Works, the Contractor shall re-measure the levels in the same manner as before, and he shall submit to the Engineer the final records of levels taken before and after jacking. The submission of such records shall be a prerequisite for any consideration by the Engineer of the acceptability or otherwise of the Works or the issue of any certificate of completion. If, within the Defects Liability Period, the road shows any sign of settlement in the vicinity of the jacked pipe, the road authority may re-measure the levels on the Site. The Contractor shall be held responsible for the rectification, to the satisfaction of the road authority and the Engineer, of any deformation that occurs in the road surface as a result of the jacking operation during the said period of one year. Should level measurements in accordance with this sub-clause also be required in respect of boring, it will be specified in the Project Specifications. The Contractor shall check the line and the level of the pipeline at least once during the installation of each pipe length and shall take such corrective action as may be necessary. A copy of the results of all checks
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	and a statement of any corrective measures taken shall be available for inspection on the Site, and a copy shall be given to the Engineer on the same day. No blasting will be allowed for pipe boring. For pipe jacking / horizontal drilling, no blasting shall be carried out without the prior written permission of the Engineer, and without the necessary approval or clearance having been obtained from the relevant authority. Jacking, excavation, boring and other specialized work shall be undertaken only by persons fully competent with the work. Jacking and boring operations shall commence at the lower level of the pipeline. Should Site conditions necessitate or permit jacking or boring to be carried out from the higher level of the pipeline, the Engineer's written approval shall be obtained before the work commences. The Contractor shall not commence any work until the Engineer has specified, in writing, that the Contractor may proceed. Excavation; (a) Classification of materials excavated, the materials excavated shall be classified as follows for payment purposes: i. Hard material: Material which cannot be excavated efficiently except with the use of pneumatic tools, blasting or wedging and splitting, and shall include boulders exceeding 0,15 m³ in volume (keeping in line with clause 3.15 above). For pipe boring operations, the material penetrated will be classified as hard when the Contractor can prove that the work cannot be efficiently carried out by using normal boring equipment and some other method, such as rock drilling has to be used. ii. Soft material: All material not classified as hard material. Notwithstanding the above classification, all material in previously constructed fills, embankments and pavement layers and through which jacking or boring is carried out, shall be classified as soft material. The decision of the Engineer as to the classification of the material shall be final and binding, and any objection as to the classification shall be made before the pipes are jacked or, in the case of pipe boring, some method other than boring is used. (b) Thrust pits and reception pits and pipe boring pits – PLEASE NOTE, all excavation work to be done at the thrust pits (entry chamber) and reception pits (exit chamber) will be done by the Main DWS Contractor. (c) Jacking of pipes Excavation shall be such that overbreak is kept to a minimum. No material shall be removed in advance of the leading edge where the leading edge is in unstable or loose material. If the material at the face starts to slip or run, excavation shall be stopped immediately, and the Contractor shall take such action as may be necessary to stabilize the material before excavation is resumed. Should any unforeseen cavities be exposed during jacking, such voids shall be filled immediately with grout in a manner approved by the Engineer. To ensure a minimum of overbreak, the first steel pipe used shall be so
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	rebated that the outside diameters of the shield and the pipeline will not differ substantially. The Contractor shall ensure that the head of the excavation is drained at all times. Under no circumstances will jetting be permitted. Jacking procedure; 1. Prior to construction, the Contractor shall submit to the Engineer for approval calculations showing the anticipated installation forces to be imposed on the jacking pipe. These calculations are required to take into account jacking loads, joint configuration, stress transfer, joint seal design, frictional forces, ground conditions, groundwater, angular deflection and any fluids used in the installation process. 2. The Contractor shall take all precautionary measures to avoid damaging the jacking pipe during the installation process. In particular, the Contractor shall ensure that the magnitude of loadings imparted onto the jacking pipe does not result in buckling, spalling or cracking of the jacking pipe and excessive deflection or improper functioning of the pipe joints. The assessment of the loads onto the jacking pipe is to be conducted in real-time and plotted against the allowable loads of the jacking pipe. After the pits have been completed, and on the written instructions of the Engineer, a pilot hole shall be drilled using suitable equipment. After the pilot hole has been inspected and approved, it shall be enlarged by boring to the diameter required for the installation of the specified pipe. Grouting and sealing will be done by Contractor. Backfilling of the launch and reception pits will be done by the Contractor. If an alternative design by the Contractor has been accepted or if the structure shown on the Tender Drawings has been modified to suit the jacking method, the Contractor shall, on completion of the work and before the final payment is made, supply the Engineer with transparencies showing details of the completed structure. Each such transparency shall be certified by the Contractor to be an accurate reflection of the work as constructed. Subject to any requirements of the Project Specifications imposed on account of the gradient(s) of the pipeline or in view of the purpose for which it is required, the pipes shall be positioned within the tolerances given below. Should the difference between the actual and the specified position or alignment of the finished pipeline exceed the value of the said tolerance to an extent as to involve additional costs in respect of locating, installing, supporting or maintaining any service of which the jacked or bored pipe forms part or that has been designed to be laid through the jacked or bored structure, the Contractor shall bear such additional costs, provided that the details of the work to be done to relocate, install, or support the said service have been provided and the order for the work to be done (by the Contractor or by others) has been given by the Engineer within 30 working days of the completion of the jacking or boring operation. Permissible tolerance limits shall be as follows:
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	(a) HORIZONTAL DIRECTIONAL DRILLING (i) In plan ± 100 mm, (ii) Vertical ± 50 mm, (iii) Horizontal and vertical displacement between units at joints 10 mm maximum Adjustment to line or level or both shall be gradual, and the manufacturer's permissible angular deflection of the pipes shall not be exceeded at any point. (b) Pipe boring (i) In plan ± 100 mm (ii) Vertical ± 100 mm
Certification by recognized bodies	None
Agreement certificates	None
Samples	None
Condition surveys	Pre-surveys required on the railway and the N5 national road
Inspection of adjoining properties	None
Site cleanliness	The site's housekeeping is to be maintained in accordance with the Occupational Health and Safety Act of 1993 and the Construction Regulations of 2014.
Waste and surplus materials	All and any construction waste to be removed accordingly. The National Road Reserve shall be kept clear of all surplus material and the maintenance shall be inspected by the Route Manager on completion The management of solid waste on site shall be strictly controlled and monitored. The Contractor shall adhere to and implement the following: • Labelled recycling bins shall be used, and waste separated where possible. In addition, a recycled material collection schedule shall be established, and the bins shall be collected regularly. • Eating areas for the construction staff shall be designated and supplied with waste bins to control litter. • No on-site burying or dumping or unauthorised burning of any waste materials, vegetation, litter, or refuse shall occur. Solid waste shall be disposed of off site, at an approved landfill site. The Contractor shall supply the Employer with a certificate of disposal; and waste shall be separated into domestic waste, building/construction rubble, scrap metal, oil and grease and hazardous waste.
Materials, samples and shop drawings	None

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Construction equipment	Drill rig (or Similar) Tunnel Boring machine (or similar) Crane or lifting equipment Jacking equipment
Advertising rights	None
Notice boards	All signage to be used during the construction must comply with the South African Roads Traffic Signs Manual Volume 2 – Chapter 13. Special attention must be paid to the size of the signs which must comply with the requirements of operating speed.
Facilities provided by the contractor	Main contractors yard for safe keeping and parking of any plant and or equipment will be made available. Water supply for drinking purposes will be made available and electricity is available at the main contractors yard. There are eating areas available at the main contractors yard that will be made available.
Storage and laboratory facilities	None
Other facilities and services	Security is available at the main contractors yard for safe storage of plant and equipment. Any plant and equipment outside of the main contractors yard, the main contractor will not be able to provide security.
Vehicles and equipment	None
Apparatus, equipment and instruments	The Contractor will have to make provision to have their own apparatus, equipment and instruments along with the calibration and maintaining of them.
Alterations, additions, extensions and modifications to existing works	None
Survey control and setting out of the works	All crossings to adhere to provided design drawings, post survey checks will be done to check tie in levels with existing pipeline installed • The Employer's Agent Representative will show the Contractor reference and level beacons at the commencement of the Contract, and the Contractor will be responsible for transferring the datum to the Site of Works. • The Contractor shall check the condition and accuracy of all reference and level beacons and satisfy himself that they have not been disturbed and are true regarding position and level. A beacon that has been disturbed shall not be used until its actual position and level have been re-established and the new values have been certified by the Employer's Agent Representative. The Contractor shall be held entirely responsible for protecting all reference and level beacons. • The Contractor shall employ a capable surveyor to set the Works to the required lines and levels.

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	• The Employer's Agent Representative shall be informed immediately should any discrepancy be discovered between the levels or dimensions obtained by the Contractor and those shown on the drawings. • Where a beacon is likely to be disturbed during construction operations, the Contractor shall establish suitable reference beacons where they will not be disturbed during construction. No beacons shall be covered over, disturbed or destroyed before accurate reference beacons have been established and details of the positions and levels of such beacons have been submitted to the Employer's Agent Representative. The Contractor's reference beacons shall have at least the same accuracy and sturdiness of construction as the existing beacons. • The Contractor shall submit the method of setting out he proposes to employ to the Employer's Agent Representative. The Contractor shall provide accurate control of line and level at all stages of construction. • The Employer's Agent Representative may check the work set out by the Contractor, and any errors found shall be rectified by the Contractor at his own expense. The Contractor shall supply any instrument, equipment, material, and labour required by the Employer's Agent Representative for this survey work. Any assistance, including checking given to the Contractor by the Employer's Agent Representative or any setting-out done by the Employer's Agent Representative for the Contractor, shall not be held as relieving the Contractor of his responsibility for accurately constructing the Works. • The Contractor's survey instruments and survey equipment shall be suitable for accurately setting out the Works and shall be subject to the approval of the Employer's Agent Representative. They shall furthermore be checked and correctly adjusted by the authorised agents before the contract's commencement, when required by the Employer's Agent Representative, and when otherwise necessary. • Survey work shall not be measured and paid for directly, and compensation for the work involved in setting out shall be deemed covered by the rates tendered and paid for in the various items of work included in the contract. • The contractor is to ensure that the benchmarks are as per drawings, setting out to be conducted following South African National Standards.
Existing services	N5 national road existing services are of Telkom/Openserve identified and will be made known to the contractor upon site establishment. • The Contractor shall note that although the drawings have been prepared using available information, they show only the approximate positions of existing services where applicable. • The information is supplied in good faith. Still, it shall be used as a guide only and does not relieve the Contractor of his responsibility to exercise due caution when working in areas where existing services can reasonably be expected, nor his

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	obligation to liaise with the authorities in this regard and the obtaining of the necessary work permits and wayleaves. • The Contractor shall be responsible to locate and safeguard any existing service he may encounter during construction. The Contractor shall be responsible for any damage to such existing services and works in executing this contract and shall reimburse the Employer, authority or the owner concerned for any repairs required following damages due to the Contractor's negligence. • The Contractor shall be responsible for immediately notifying the Employer's Agent Representative and the authorities concerned regarding any damage caused to public services and existing works. • Any alterations to public services shall be carried out by the Authority concerned unless the Contractor is instructed otherwise.
Water for construction purposes	The Contractor shall be responsible for making his own arrangements for the supply of water that he may require for construction purposes. Failure or interruption of any source of water shall not relieve the Contractor of any of his obligations under the Contract.
MANAGEMENT SPECIFICATIONS	
Applicable national standards	The General Conditions of Contract for Construction Works, 3rd Edition (2015)
Bespoke or generic specifications	None
Management of the works	DWS Engineer at any point will be allowed inspection of the works and request a meeting to deal with any technical challenges on an ad-hoc basis The contractor shall be responsible for the management of his resources, personnel, and programme. The contractor shall report on progress of the project once a month or when required by the Employer's Agent Representative. On a weekly basis the contractor is to deliver a progress report that has been signed by the Employer's Agent Representative.
Management meetings	Ad-hoc basis Required Personnel on the meetings from the Contractor • Project Manager • Engineer
Planning and programming	A preliminary programme in the form of a Gantt chart must be submitted by the contractor. The following must be shown: • The proposed sequence of the various activities.

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	• The dependencies that exist between the activities and whether these are time related, or resource limited. • Any shutdown periods proposed by the contractor. • Any slack time built into various activities or sub-phases. • The critical path of the work to be undertaken. This programme shall be in sufficient detail so that it can form the basis of a more detailed construction programme to be prepared after the Contract has been awarded. Software preferred to be used is MS Projects and CCS.
Sequence of the works	Sequence of works required that allows for the shortest time to complete the works in a progressive manner. The sequence of works should be approved by the Employer's Agent Representative through a construction programme before implementation of works.
Quality management systems	As provided by contractor to the DWS Engineer, along with pro-forma documents The contractor to comply with ISO 9001,45001 and 14001, which are in line with quality, health and safety, and environmental management. The Contractor shall be responsible under the Contract for the quality of materials, workmanship, and production processes in fulfilment of the Contract. The Contractor shall have a Quality Management system in place which details the following to satisfy the Specification relevant to each operation to the works in accordance with the Contract of which the subcontractor should be aligned to. • Quality control procedures. • Personnel responsibilities. • Testing procedures • Hold points in production for inspection. • Rejection procedures. • Documentation and communication.
Quality policy statement and quality plan	As applicable to the Technical Specifications
Recording of weather	Daily recording of weather is required, especially for inclement weather conditions with photographic evidence of any damage caused by inclement weather. A site diary shall be kept on the site to capture all rain measurements obtained from the rain gauge, which will be installed on the site and signed off on a daily basis.

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Daily records	PIPE JACKING / HORIZONTAL DIRECTIONAL DRILLING Record/Report Details Shaft and tunnelling records Daily Geological records Daily Ground support records (if applicable) Daily Tunnelling data – jacking pressures, rotation pressure, slurry flow rates, rotation velocity, line, level, advance rates, shove pressures and earth pressures. Daily Quantities of consumables used Weekly Plant used Weekly Labour used Weekly Materials used Weekly Gas monitoring details Daily / immediately if there is a problem Environmental details (water treatment, noise, dust and sediment controls) Weekly / immediately if there is a problem The diameter and type of pipe and pipe joints used Weekly Individual pipe identification by location Weekly
Format of communications	All communication as far as possible should be kept in the format of an email. Where notifications are required, the contractor should do them in the format of a signed letter with the company's letterhead.
Testing, completion, commissioning and correction of defects	1. Hydrostatic Testing 1.1. The Contractor is required to conduct the hydrostatic test of each carrier pipe within the works under the Contract prior to grouting operations taking place. 1.2. The Contractor shall engage accredited testing authority to conduct the hydrostatic testing. 1.3. The test must conform to the relevant specification, the Specification for Pressure Pipe Construction as specified by the Engineer/ Designer 2. Leakage Testing For specific leakage testing requirements refer to the requirements identified in the Specific Scope of Works as specified by the Engineer. This may include vacuum testing.

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	All tests are to comply with SANS standards. The use of the works before completion should be approved by the Employer's Agent Representative. Partial occupation of the works by the employer must be approved by the Employer's Agent Representative. The certificate of completion shall only be handed over to the contractor once the works have been completed without defects to the satisfaction of the Employer's Agent Representative. Takeover of the site will occur once the final certificate has been signed off by all relevant parties.
Key personnel	1 x Project manager – appointment document 1 x Engineer – appointment document 1 x Supervisor - appointment document 1 x Operator - appointment document 1 x Surveyor - appointment document To be submitted with bid document and to be submitted to the DWS Engineer 14 days after receipt of Purchase Order. The-Contractor shall ensure that only competent personnel are employed in operations involving skills affecting the quality of the works. Should the competence of any member of the Contractor's workforce be in doubt, the Employer's Agent Representative may order that the member be sent for additional training at the Contractor's account and/or that the member be replaced with a competent person to perform that work.
Forms for contract administration	SAICE GCC 2015 as applicable
Electronic payments	Payments will only be made electronically by the Employer after receipt of an official tax invoice. No cash or upfront payment shall be made.
Payment certificates	Invoices will be accepted once delivery of services have been signed off by the DWS Engineer. Works will be signed off as complete once all required testing and commissioning has been done.
Security and entrance permits	A Health and Safety file containing all appointments of the contractor must be made available to the DWS Engineer. To also help identify personnel to will be signed in at security to be allowed on the main contractor's yard.
Proof of compliance with the law	The Contractor and subcontractor(s) shall ensure compliance with all relevant legislation and regulations of South Africa, including, but not confined to, the: • Income Tax Act, • Compensation for Occupational Injuries and Diseases Act, • Unemployment Insurance Act,

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	• Basic Conditions of employment Act. • Occupational Health and Safety Act. • Environmental Management Act If and when proof is required, it should be submitted to the Employer's Agent Representative in the relevant format, within 5 working days.
Accounts and records	Horizontal Directional Drilling and Pipe Jacking depth records should be kept on a daily and provided to the DWS Engineer. The Contractor shall keep record of all relevant documents in terms of human resources, and plant and procurement applicable to this contract.
PROCUREMENT SPECIFICATIONS	
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.
Indirect targeting and enterprise development	None
Local production and content	The Contractor shall in the performance of the Package Order comply with the provisions of the Department of Water and Sanitation's <i>Specification for local production and content of designated goods in infrastructure projects</i> and only incorporate designated goods in the works in accordance with the provisions of this specification save for the following designated goods: a) uPVC pipes b) HDPE pipes 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
Procurement procedures	None
Participation of target groups	None
Restrictions on subcontracting	None
Scope of mandatory subcontract works	None

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Preferred subcontractors	None
Subcontracting procedures	None
Attendance on subcontractors	None
CONSTRAINTS ON HOW THE CONTRACTOR PROVIDES THE WORKS	
Methods and procedures	Adhere to the supplied method statements that are approved by the Engineers Representative and adhere to the Engineer Representatives specifications. All construction methods should comply with the construction regulations 2014. Adhere to the wayleaves of the relevant public bodies.
General restrictions	Employers Equipment - The usage of the Employer's equipment is restricted unless the Employer's Agent Representative gives approval. Access To The Main Site - Access to site is restricted to personnel appointed by the Contractor. Site Working Times - The Contractor is partially restricted to the working times of the main contractor, unless permission is given by the Engineers Representative to work outside those hours, with due reason.
Communication system	All communications will be done in writing, using emails, progress reports, site request and site instruction books.
Sharing the site with others	None
Environment requirements and procedures	As per attached Annexure 2 – DWS Internal Environmental Management Policy
Health and safety requirements and procedures	The Contractor shall appoint and notify the Engineer in writing, a competent Site Representative, with the duty of supervising the construction work. b) The Contractor shall appoint, and notify the Engineer in writing, a competent person to perform a risk assessment before construction work commences, during construction work and which shall form part of the Health and Safety Plan. c) The Contractor shall appoint and notify the Engineer in writing, a competent person responsible for the preparation of a fall protection plan, amending, maintaining and adherence thereto.

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	d) The Contractor shall execute the necessary steps to prevent uncontrolled collapse of new or existing structures and no part shall be loaded in a manner that would render it unsafe. e) The Contractor shall appoint and notify the Engineer in writing, a competent person responsible that all formwork and support work structures are adequately designed, erected, supported, braced and maintained. f) The Contractor shall appoint and notify the Engineer in writing, a separate competent person with relevant experience for each of the operations whose first duty will be to, and who shall, supervise all stages in the operation. The operations are: i) Excavation, blasting and trimming of the excavations, backfilling and formation of embankments. ii) Supply of concrete aggregates and the batching, mixing, transporting, placing, compacting and curing of concrete. iii) Loading, unloading, transport and installation of steel pipes including areas where pipe jacking has occurred. iv) Cutting and welding of steel pipes v) Installation of valves, dirt boxes and water meters vi) Preparing and making good coatings and linings at pipe welded field-joints g) All scaffolding shall comply with the Occupations Health and Safety Act 1993 (latest amendment). h) The Contractor shall appoint and notify the Engineer in writing, a competent person responsible for suspended platform and that all erectors, operators and inspectors are competent to carry out their work. i) Every material hoist and its tower shall be constructed of sound material in accordance to the Construction Regulations 2014 (latest amendments). j) All explosive power tools shall comply to and be in accordance to Construction Regulations 2014 (latest amendment). k) Notwithstanding the provisions of the Driven Machinery Regulations (Government Notice No. R533, latest amendment), the Contractor shall ensure that work is carried out in a safe manner where tower cranes are used. l) The Contractor shall ensure that all construction vehicles and mobile plant are maintained, operated and used in a safe manner by competent operators. m) Notwithstanding the provision of the Electrical Installations Regulations (Government Notice R2920 latest amendment) and the Electrical Machinery Regulations, (Government Notice R1953 latest amendment), the Contractor shall take the necessary steps to provide a safe environment for construction work to proceed.
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	n) Notwithstanding the provisions for the use and storage of flammable liquids as determined in the General Safety Regulations (Government Notice No. R1031, latest amendment), flammable liquids shall be stored in such a manner to prevent fires and explosions. o) The Contractor shall provide lifejackets for workers where construction work is done near or over water. p) Notwithstanding the provisions of the Environment Regulations for Workplaces (Government Notice No. R2281, latest amendment), implement and maintain suitable housekeeping. q) Notwithstanding the provisions for the stacking of articles in the General Safety Regulations (Government Notice R1031, latest amendment) the Contractor shall appoint a competent person in writing, responsible for supervising all stacking and storage on site. r) Subject to the provisions of the Environment regulations for Workplaces (Government Notice No. R2281, latest amendment), the Contractor shall take appropriate measures to avoid risk of fire. s) Notwithstanding the provisions of the Facilities Regulations (Government Notice No. R1593, latest amendment), the Contractor shall provide clean and maintained facilities as required. t) The Contractor shall take all reasonable steps to ensure co-operation between all sub-contractors to enable each sub-contractor to comply with provisions of the Act.
Traffic on public roads occupied by the contractor	All signage to be used during the construction must comply with the South African Roads Traffic Signs Manual Volume 2 – Chapter 13. Special attention must be paid to the size of the signs which must comply with the requirements of operating speed.
Protection	The contractor is liable to protect the works until successful commissioning of each complete section. This entails the works, plant, personnel, and the environment. The contractor is to ensure all existing services are protected and safety risks are secured, and greater general public are safeguarded against danger.
Permits, way leaves and licences	N5 national road (SANRAL wayleave) N5 national road (Telkom/Openserve wayleave) Railway (Transnet wayleave)
Confidentiality	The POPI Act shall be applied for this contract.
Security	A construction site is an access-controlled area, and the contractor is to treat the working areas similarly. No unauthorised persons can enter a site/working area without being signed in by security and wearing the correct personal protective equipment.

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	The Contractor is to provide their own security outside the premises of the main contractor, if the main contractors yard is not utilised for safekeeping of plant and equipment.
Location of facilities provided by the contractor	Main DWS Contractors yard. Only for storage of plant and equipment
Other contractors on site	None
SERVICES AND OTHER THINGS TO BE PROVIDED BY OR FOR USE BY THE EMPLOYER	
Services and other things for use by the employer and others	None
Plant and materials supplied by the employer	Excavator (for entry and exit pits)
Equipment provided by the employer	None
Services and facilities provided by the employer	If the contractor is to establish their own yard and works, they must do so within the boundaries that will be allocated by the Setsoto Municipality. Any dust or other nuisance would be for the Contractors account Electrical Power and Distribution The Contractor shall make his own arrangements concerning the supply of electrical power, water and all other services. No direct payment will be made for provision of electricity, water and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which the services are required. The Contractor shall be responsible for all costs related to metering points supplied by Eskom including the monthly account and advance payments. The Contractor is at liberty to utilise generator sets instead of Eskom power. No claim will be entertained in the case of temporary failure of electricity by Eskom or by generator. Water Supplies If raw water from the Sandspruit river is required, it will have to be metered and paid for by the Contractor after obtaining an abstraction point from Department of Water and Sanitation (DWS): Free State Water Use in terms of National Water Act Section 21(a). A record of abstraction must be kept on a daily basis and must be submitted with the Contractor's returns. Failure or interruption of any source of water shall not relieve the Contractor of any of his obligations under the Contract. Communications

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	The Contractor shall make his own arrangement with regards to his required communication requirements 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. Laboratory The Contractor must provide for his own site testing facilities for grading analysis. Resting and eating areas The contractor shall provide sufficient and suitably positioned areas for use by his workers on site during resting and eating periods. Sufficient refuge bins, tables and seating must be provided. Sanitation and cleaning The Contractor shall provide at or within 200m of each work place chemical toilet facilities with toilet paper, potable water, soap and towels together with industrial soaps and barrier creams as appropriate. He shall maintain them in a clean and sanitary condition and shall take all necessary precautions to prevent pollution of the Site. The sewage will be disposed of at a registered disposal facility and the disposal certificate will be kept on record. The Contractor shall ensure that there are adequate and sufficient refuse bins in and around the working area and that these shall be emptied frequently. All refuse bins shall be placed on a concrete base, which shall, from time to time, be sprayed with insecticide. All refuse collection, removal and disposal on site shall be the responsibility of the Contractor. All refuse shall be disposed of at a licensed landfill site only, and certificates of receipt shall be kept on record. The Contractor shall clear away and remove all traces of the toilets and restore the sites to their original condition as soon as the toilets are no longer required. 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 safe guarding 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 what so ever.
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	Resting and eating areas The contractor shall provide sufficient and suitably positioned areas for use by his workers on site during resting and eating periods. Sufficient refuse bins, tables and seating must be provided. Existing and new permanent structures for the raised dam wall may not be used as resting and eating areas
Services and other things provided by the employer	None

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DEPARTMENT OF WATER AND SANITATION

DWS12-0825WTE

PIPE-JACKING/ HORIZONTAL DRILLING ON NATIONAL ROADS, RAILWAYS CROSSING AND WATER COURSES FOR SENEKAL BUCKET ERADICATION PROJECT FOR CONSTRUCTION WEST IN THE FREE STATE CIDB GRADING 4CE OR 4SC OR HIGHER FOR A PERIOD OF ONE YEAR

C4 SITE INFORMATION HORIZONTAL

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C4.1 DESCRIPTION OF THE PROJECT

PIPE JACKING AND HORIZONTAL DIRECTIONAL DRILLING ON N5 NATIONAL ROAD, RAILWAY AND SAND SPRUIT RIVER FOR SENEKAL Bucket Eradication PROJECT FOR CONSTRUCTION WEST IN THE FREE STATE FOR LESS THAN A 1 YEAR TERM

C4.2. THE SITE CONDITIONS

The site is situated in the town of Senekal, situated approximately 70km West of Bethlehem on the N5.

The site is in the town of Senekal, in the location of Matwabeng next to Tumisang Primary School, accessed through a controlled gate. The gravel site roads will be regularly maintained but could get challenging under abnormal rainfall conditions. GPS Coordinates: Lat: 28°20'29.1" S Long: 27°38'07.5" E



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DEPARTMENT OF WATER AND SANITATION

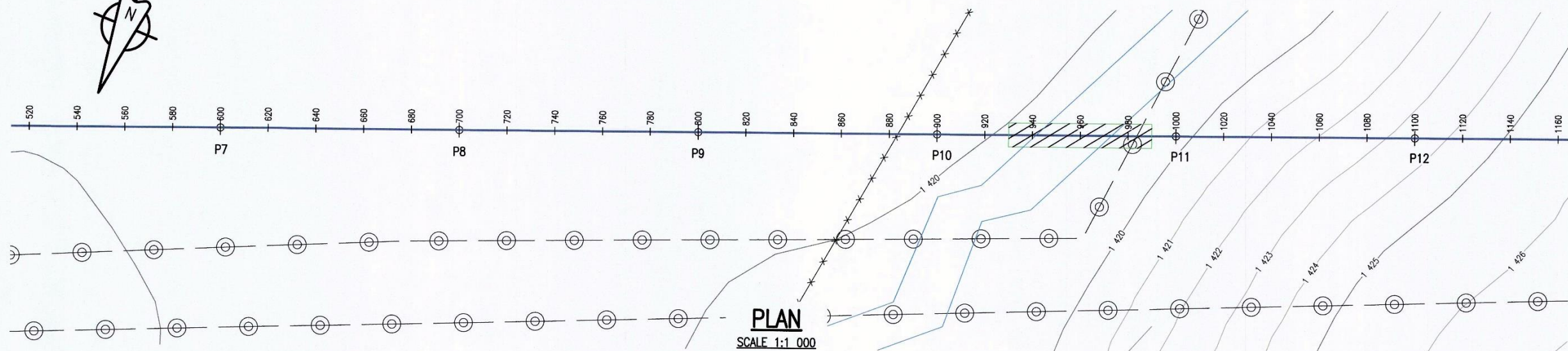
DWS12-0825WTE

PIPE-JACKING/ HORIZONTAL DRILLING ON NATIONAL ROADS, RAILWAYS CROSSING AND WATER COURSES FOR SENEKAL BUCKET ERADICATION PROJECT FOR CONSTRUCTION WEST IN THE FREE STATE CIDB GRADING 4CE OR 4SC OR HIGHER FOR A PERIOD OF ONE YEAR

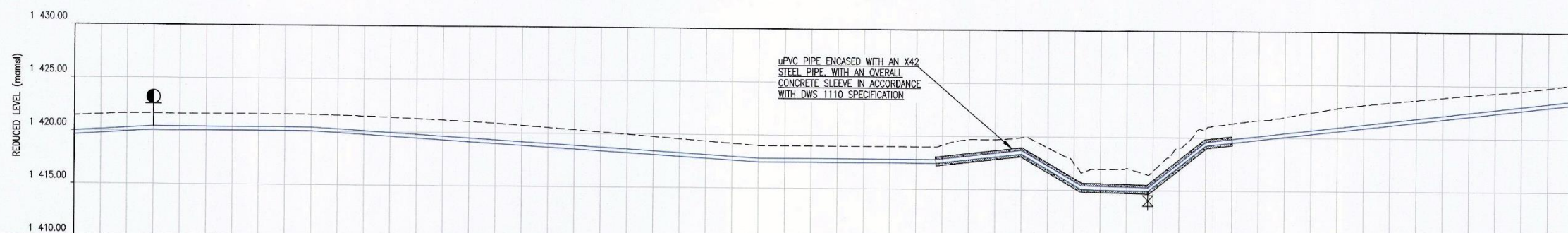
ANNEXURE 1

Construction Drawings

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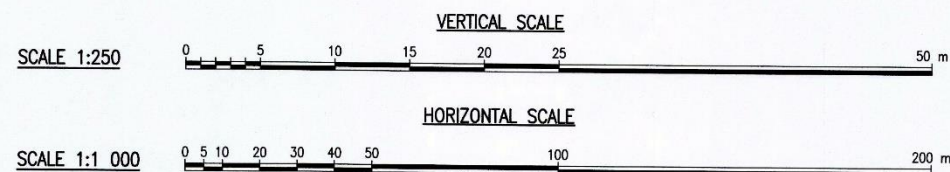
PLAN
SCALE 1:1 000



HORIZONTAL 1: 1 000
VERTICAL 1: 250
DATUM 1 410 mamsl

STATIONS (m)	570	580	590	600	610	620	630	640	650	660	670	680	690	700	710	720	730	740	750	760	770	780	790	800	810	820	830	840	850	860	870	880	890	900	910	920	930	940	950	960	970	980	990	1 000	1 010	1 020	1 030	1 040	1 050	1 060	1 070	1 080	1 090	1 100	1 110	1 120	1 130	1 140
PIPE COVER (m)	1.44	1.40	1.35	1.20	1.20	1.21	1.21	1.22	1.22	1.20	1.30	1.39	1.44	1.48	1.52	1.56	1.56	1.54	1.50	1.47	1.43	1.39	1.35	1.31	1.28	1.24	1.20	1.19	1.19	1.19	1.20	1.20	1.20	1.30	1.55	1.28	1.20	1.20	1.69	1.59	1.76	1.18	1.41	1.20	1.47	1.49	1.54	1.68	1.82	1.84	1.81	1.75	1.70	1.65	1.56	1.47	1.48	1.54
PIPE TRENCH DEPTH (m)	1.95	1.91	1.85	1.70	1.71	1.71	1.72	1.72	1.73	1.70	1.80	1.89	1.95	1.99	2.03	2.06	2.07	2.04	2.01	1.97	1.93	1.89	1.86	1.82	1.78	1.74	1.71	1.69	1.69	1.70	1.70	1.70	1.81	2.05	1.78	1.70	2.22	2.20	2.09	2.26	1.69	1.92	1.70	1.97	2.00	2.05	2.19	2.32	2.35	2.31	2.26	2.20	2.16	2.06	1.98	1.98	2.04	
HORIZONTAL STRUCTURE STATION REFERENCE																																																										
VERTICAL STRUCTURE STATION REFERENCE																																																										
NATURAL GROUND LEVEL (mamsl)																																																										
PIPE CROWN ELEVATION (mamsl)																																																										
SEWER PIPE INVERT ELEVATION (mamsl)																																																										
PIPE GRADE (%)																																																										
SECTION LENGTH (m)	100	60	170																	67	33	23	25	22	217																																	
HORIZONTAL DIRECTION CHANGE (DEG)																																																										
FLOW RATE	Q = 80 l/s																																																									
FLOW VELOCITY	V = 0.98 m/s																																																									
PIPE DETAIL	355 mm uPVC PIPE CLASS 12 WALL THICKNESS = 16.30 mm																																																									

LONGITUDINAL SECTION



REVISION				
MOD. NO.	DATE	DESCRIPTION	FOR	DWS

DEPARTMENT OF WATER AND SANITATION
REPUBLIC OF SOUTH AFRICA

HEAD OFFICE
CIVIL ENGINEERING
PRIVATE BAG X313
PRETORIA 0001



SEDIBENG BUILDING
185 FRANCIS BAARD STREET
PRETORIA
(012) 336-7500

 01/07/2019		DESIGN: M.J. MABEL
CHECKED: M.K. Mawad	DATE: 21/06/2019	DRAWN: M.J. MABEL
ENGINEER: M.J. MABEL	DATE: 2019/06/24	EXT. APPROVAL / DESIGN
 2019/06/24		
CHIEF ENGINEER / APP (Pr. Eng):	DATE:	DIRECTOR (Pr. Eng):

SETSOTO LOCAL MUNICIPALITY

BUCKET ERADICATION PROJECT

SENEKAL RISING SEWER MAIN FROM PUMP STATION 1 TO WWTW
CHAINAGE 570 TO 1140 m

PROVINCE: FREE STATE	DISTRICT: THABO MOFUTSANYANE	KEYCODES:	PNL	SEL	PSM	PSW	-	OTHER	-
LOCALITY No.: C403-56	TENDER/ CONTRACT No. C0346-SENEKAL BEP	SHEET 2 of 4	REC. No. 177 383/19						REV. 00
CALCULATION FILE: 20/3/4/4/1/1/1									

ANNEXURE 2
Environmental Management Plan

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