



DEPARTMENT OF WATER AND SANITATION

DUE AT 11:00 ON

15 OCTOBER 2026

DWS05-0926 WTE

FOUR-YEAR TERM CONTRACT FOR MECHANICAL AND OTHER RELATED MAJOR PLANT AND MACHINERY INSTALLATION, MAINTENANCE, REPAIR, REFURBISHMENT AND UPGRADE FOR EASTERN OPERATIONS (KWAZULU-NATAL). ONLY RESPONDENTS WITH CIDB GRADING 8ME OR HIGHER ARE ELIGIBLE TO BID.

SUBMIT BID DOCUMENTS TO:

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

OR

TO BE DEPOSITED IN:
THE BID BOX AT THE

OF ZWAMADAKA

157 FRANCIS BAARD

PRETORIA, 0001

Compulsory briefing sessions: (Bidder must attend the briefing session)

Venue: Spring Grove dam (Rosetta KZN Midlands)
Date: 18 SEPTEMBER 2026
Time: 10:00am
Coordinates: 29° 19' 14" S; 29° 58' 12" E



COMPILED BY: CD- WATER RESOURCES INFRASTRUCTURE OPERATIONS AND MAINTENANCE

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Which Eastern Operations Area Office are you bidding for? Failure to indicate the Area Office will render your bid non-responsive

No bidder will be initially appointed in more than two (2) Area Offices. If a bidder is appointed in more than one Area Office, such bidder shall have a CIDB grading one level higher than required for the bid.

ORDER OF PREFERENCE IF SUCCESSFUL IN MULTIPLE AREA OFFICES ON BIDS DWS03-DWS06	
1	
2	
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In addition to appointing one contractor per Area Office, DWS also intends on appointing successful bidders as Alternate Contractors for all other Area Offices, who can be requested to quote on projects outside their appointed Area Office. Failure to indicate below your willingness to serve as Alternate Contractor in all other Area Offices will mean that you will not be appointed as Alternate Contractor for the duration of the Contract.

Willing to be appointed as Alternate Contractor for all other Area Offices (Please indicate):

YES ☐ NO ☐

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PROCUREMENT DOCUMENT

Based on GCC - The General Conditions of Contract for Construction Works, 4th Edition (2025), 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:

Water Resources Infrastructure Operations and Maintenance (WRIOM)
Department of Water and Sanitation

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CONTENT OF DOCUMENT THE TENDER

Part T1: Tendering procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender data

Part T2: Returnable documents

T2.1 List of Returnable documents

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 Instructions

C2.2 Pricing Schedules

Part C3: Scope of work

C3 Scope of work

Part C4: Site Information

C4. Site Information

Annexe A: Procurement Procedure

Annexe B: Department Security Rules and Regulations for Contractors

Annexe C: Safety and Security Instructions for Contractors.

Annexe D: Contractor's Information for Compensation Commissioner's Purpose

Annexe E: Certificate of Compliance

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

The National Department of Water and Sanitation (DWS) invites tenders for A Four-Year Term Contract for Mechanical and Other Related Major Plant and Machinery Installation, Maintenance, Repair, Refurbishment and Upgrade for Eastern Operations (KwaZulu-Natal) This contract will be based on GCC - The General Conditions of Contract for Construction Works, 4th Edition (2025), published by the South African Institution of Civil Engineering.

It is estimated that tenderers must have the following CIDB contractor grading:

1. Klipfontein (KZN) Office CIDB contractor grading of **8 ME or higher**. Tenderer must have demonstrable experience in associated electrical work or subcontract a CIDB contractor grading of **EP**.
2. Midmar (KZN) Office CIDB contractor grading of **8 ME or higher**. Tenderer must have demonstrable experience in associated electrical work or subcontract a CIDB contractor grading of **EP**.

If the Tenderer wishes to bid for more than one area, the Tenderer cannot use the same resources.

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

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

A compulsory clarification meeting with representatives of the Employer will take place in one (1) departmental operational area offices within the Republic of South Africa at:

1. Spring Grove dam (KZN Province) on 18 September 2026 starting at 10:00am hrs.

The closing time for receipt of tenders is 11:00 hrs on 15 October 2026. 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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THE DEPARTMENT OF WATER AND SANITATION (DWS) RESERVES THE RIGHT TO APPOINT OR NOT TO APPOINT ANY BIDDER OR ACCEPT ANY BID.

DWS RESERVES THE RIGHT TO CANCEL THE TENDER PROCESS IF THERE ARE ANY REASONABLE AND RATIONAL REASONS, IN LINE WITH RELEVANT REGULATIONS.

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FOUR-YEAR TERM CONTRACT FOR MECHANICAL AND OTHER RELATED MAJOR PLANT AND MACHINERY INSTALLATION, MAINTENANCE, REPAIR, REFURBISHMENT AND UPGRADE FOR EASTERN OPERATIONS (KWAZULU-NATAL). ONLY RESPONDENTS WITH CIDB GRADING 8ME OR HIGHER ARE ELIGIBLE TO BID

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
4.2	The tender documents issued by the employer comprise the following documents: 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 C1.3 - Performance Bond Part C2: Pricing data C2.1 - Pricing assumptions C2.2 - Pricing Schedule Part C3: Scope of work C3 - Scope of work Part C4: Site information C4 - Site information
4.4	The employer's agent shall be Mr. Thulani Ngati Department of Water and Sanitation

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Clause number	TENDER DATA
	Private Bag X 313 Pretoria, 0001 Telephone Number:..... (012) 336 7500
4.4	The language for communications is English
4.5	No alteration, amendment or variation of the Conditions of Contract will be permitted and, in the event of any such alterations, amendments or variations being stipulated as a Condition of Bid by the Bidder, the Bid will be rendered invalid and will not be considered. The Bid document must be completed in full. Failure to complete of any item(s) in the Bid document will constitute a disqualification of the Bid.
4.6.1	The Employer does not bind himself to accept the lowest or any Bid nor to assign any reason for the rejection of a Bid and may if he so desires divide the Contract between any two or more Bidders and will not be held liable for any expense incurred in submitting Bids. The Department's goal is to award the contract to one Bidder per Operational Area Office.

5	ELIGIBILITY CRITERIA
5.1.1	Only those Tenderers who are registered with the CIDB, prior to the evaluation of submissions, in a Contractor grading designation equal to or higher than a Contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a CIDB 8ME or higher class of construction work, are eligible to have their tenders evaluated. 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 required CIDB or higher class of construction work; and - 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 a value determined in accordance with Regulation 25 (1B) of the Construction Industry Development Regulations for a <u>ME</u> class of construction work. - Midmar (KZN) Office CIDB contractor grading of 8 ME or higher. Tenderer must have demonstrable experience in associated electrical work or subcontract a CIDB contractor grading of EP. - Klipfontein (KZN) Office CIDB contractor grading of 8 ME or higher. Tenderer must have demonstrable experience in associated electrical work or subcontract a CIDB contractor grading of EP. An Entity is not eligible to submit a bid if: - the Tenderer does not comply with the legal requirements of the Department's Procurement Policies; - 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; - the Tenderer does not have the legal capacity to enter into the contract; - 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;

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- (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 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/>) unless it is a foreign supplier with no local registered entity and attached company CSD report (Annexure L);
- (i) The respondent has not completed the Compulsory Declaration and there are legal reasons for not permitting the respondent from contracting with the Employer;
- (j) The respondent, unless a foreign supplier, is not tax compliant or does not provide written proof from SARS that the respondent has made arrangements to meet outstanding tax obligations. Proof of Tax pin page to be submitted (Annexure K);
- (k) The respondent is not registered and in good standing with the compensation fund or with a licensed compensation insurer;
- (l) the Tenderer has failed to perform on any previous contract and has been given a written notice to this effect;
- (m) the Tenderer or a competent authorized representative of the Entity who submitted the tender has not attended the compulsory clarification meeting or site briefing session if applicable;
- (n) the bid-offer is not signed by a person authorized to sign on behalf of the Tenderer;
- (o) 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;

Tenderers need to satisfy the requirement of clause 6.8 and 6.11.

5.5 Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.

5.7 The arrangements for a compulsory site clarification meeting (Bidder must attend at least one briefing session) are as stated in the Tender Notice and Invitation to Tender.
(Site clarification meeting is also referred to as site briefing session.)

- **Spring Grove Dam:**

DIRECTIONS: The dam site is situated in the KZN Midlands in Rosetta which is in the Nottingham Road vicinity, South Africa. Restricted entry will be through the gate at GPS co-ordinates 29° 19' 14'' S; 29° 58' 12'' E.

A full-time employee of the respondent who is/are duly authorised and involved in preparing submissions shall sign the attendance list in the respondent's name and get the Annexure A signed by a duly authorised DWS official.

If addenda should be issued, it will only be issued to the respondents appearing on the attendance register.

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	Bidders shall acquaint themselves with the nature of the Site, rail facilities and road conditions and with all conditions and circumstances that may affect their Bids, and shall be deemed to have knowledge thereof.
5.10	Tenderers are required to state the rates and currencies in South African Rand (ZAR).
5.12	No alternative offer will be accepted. Details of all departures from, or modifications to the Specification, shall be clearly stated in the form "Proposed Amendments and Qualifications".
5.13.1	Parts of each tender offer communicated on paper shall be submitted as an original, plus one (1) copy. The tenderer is requested to also provide an electronic format PDF (soft) copy on a USB flash drive of the complete tender submission and to include this in their tender submission. The Form of Offer and Acceptance, Form of Performance Guarantee are NOT to be completed at the time of bidding. The bid documents shall NOT be separated in any way nor shall any pages be detached from the original documents. The successful bidder will be required to submit a "Letter from the Workshop Owner" confirming the working arrangement within 14 days after the receipt of a "Letter of Notification to Bidder" from this Department. Failure to comply with this requirement within 14 calendar days shall result in the bid being awarded to another bidder.
5.13.2	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 I, e.g., a company resolution. Complete and sign Annexure I
5.13.3	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) <u>TENDER DETAILS:</u> Tender reference number: DWS05-0926 WTE Title of Tender: FOUR-YEAR TERM CONTRACT FOR MECHANICAL AND OTHER RELATED MAJOR PLANT AND MACHINERY INSTALLATION, MAINTENANCE, REPAIR, REFURBISHMENT AND UPGRADE FOR EASTERN OPERATIONS (KWAZULU-NATAL). ONLY RESPONDENTS WITH CIDB GRADING 8ME OR HIGHER ARE ELIGIBLE TO BID 2) <u>DETAILS AND ADDRESS FOR DELIVERY OF TENDER OFFERS:</u> Location of tender box THE BID BOX AT THE ENTRANCE Physical address: ZWAMADAKA BUILDING 157 FRANCIS BAARD STREET, PRETORIA, 0001
5.13.4	The "ORIGINAL" and "COPY" are to be submitted as separate packages. Both the "original" and "duplicate" copies of the Bid, each in their separate sealed envelopes or sealed packaging shall be placed in a single sealed envelope or sealed packaging endorsed with the title and bid number stated on the front cover of these documents.
5.13.5	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers shall NOT be accepted.
5.14	Tender offer which do not provide all the data or information requested, completely and in the form required, may be regarded by the Employer as being non-responsive.

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	Bidders shall comply strictly with the Conditions of Contract, Enquiry Specification, Appendices, Annexures, Schedules and Forms forming this enquiry document. Bids which, in the opinion of the Employer, do not so comply will not be considered in the selection of the successful Bidder.
5.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
5.16.1	The tender offer validity period is 120 days.
5.18	Bidders may submit with their Bid a statement of work previously carried out by them, to facilitate the adjudication of the Bid, by completing Annexure T. Bidders shall submit with their Bids the names and addresses of the principal Subcontractors which they propose to employ and the section of the Works on which they would be employed by completing Annexure O. Notwithstanding any information that may be contained in any covering letter, technical literature, or other documents accompanying the Bid, the attached Schedules shall be completed in full at the time of bidding. All spaces in the Departmental Forms and other Annexures shall be completed in full. The Price Schedules annexed shall be fully priced out and the summary thereof filled in on the Bid Form SBD 3.2. The following prices are required for the different types of services expected, as listed in the Technical Specification and Requirements. All these prices must be given exclusive of VAT and must be valid for the work done at the facilities noted: • Hourly labour costs for the different levels of skill. • Overtime labour costs for the different levels of skill. • Standby labour costs for the different levels of skill. • Accommodation costs • Travelling costs. • Transport costs (kilometre tariffs for those vehicles not given). • The transport rates used during contract execution shall be according to the rates published by the Department of Transport for the actual engine size used, up to a maximum rate of Category C, maximum 2500cc Diesel engine capacity for private vehicles. • Large equipment costs. • Specialist sub-contracting, spare parts, materials, goods, services, large equipment hire and other general costs not made up by the bid rates may be charged on a <i>maximum</i> of a cost plus a market related mark-up / handling fee as tendered, up to a maximum of 15% The Department shall adjudicate and award the Bid on the prices quoted under Price Schedules.
5.19	The contractor's facilities shall exist at the time of bidding and the contractor shall have personnel with relevant qualifications and a proven record of executing similar work. These facilities shall be available for inspection during adjudication. Bidders shall accept as a condition of this contract that any premises including premises of subcontractors may be inspected prior to the awarding of the contract. The contractor's premises will be evaluated as per the facilities evaluation criteria attached in the Evaluation Criteria. It shall be noted that offers may be passed over where, in the opinion of the Employer, these facilities are inadequate in terms of the foregoing requirements. Minimum notification period for access to the Tenderers premises for inspection, test and analysis as follows: 1) 72 hours (3 days) notification from the Employer to the Tenderer/Contractor; & 2) 72 hours (3 days) notification from the Contractor to the Employer for inspections. Access shall be provided for the following inspections: • Workshop Facilities inspections (as part of the Evaluation Criteria, Phase 3: Evaluation of Bidder's Workshops) • Equipment inspections as part of quality surveillance per project.

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5.20	The Tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Guarantee to the format included in Part C1.3 of this procurement document. (See also GCC 2025: Clause 6.2 – Security.) The Bidder shall, within 7 days from the date on which he was requested to do so, submit a full report on his financial standing from his banker. The Department may, in its discretion, condone any failure to comply with the foregoing condition. The Department also reserves the right to approach the Bidder's banker or guarantor(s) as indicated in the bid document, with a view to ascertaining whether the required guarantee will be furnished.
5.22	Return all retained tender documents within 28 days after the expiry of the validity period
6	EMPLOYER'S UNDERTAKINGS
6.1.1	The Employer will respond to requests for clarification received up to seven (7) working days before the tender closing time.
6.2	The employer shall issue any addenda until four (4) working days before tender closing time.
6.3	Tenders will be opened immediately after the closing time for tenders at 11:00 hrs
6.4	The Employer shall 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. The Employer shall Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

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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.
6.6	Bids will be evaluated in accordance with the Preferential Procurement Regulations, 2022, using 90/10 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000). The lowest acceptable bid will score 90 points for price and a maximum of 10 points will be awarded for the specific goals. Note Objective Criteria to be applied as explained in 6.11.5 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) Evaluation of Bidder's workshops, (4) Price and Preference, (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. An Entity is only eligible to move to phase 2 of the evaluation if: 1) The Tenderer or a competent authorized representative of the Entity who submitted the tender has attended the compulsory clarification meeting (site briefing session), and submitted: a) signed both the attendance register; and b) submit a Certificate of attendance at compulsory clarification meeting (Annexure A) as per clause 5.7. 2) The Tenderer is registered with the Construction Industry Development Board in the required contractor grading designation or higher. Proof of active CIDB registration to be submitted (Annexure J): a) Midmar (KZN) Office CIDB contractor grading of 8 ME or higher. b) Klipfontein (KZN) Office CIDB contractor grading of 8 ME or higher.

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	3) Schedule (Annexure U) of demonstrable experience in associated electrical work or bidder should subcontract a CIDB contractor with grading of EP in which case a sub-contracting agreement must be attached, with Annexure U completed for the sub-contractor's experience. Where Bidders are responding as Joint Venture (J/V) or consortium, a signed JV Agreement / Association Agreement between both parties with clear indication of the lead partner should be submitted																																
6.8	2) <u>PHASE 2: QUALITY</u> As explained in 6.11.9. The Tenderer must score a minimum of 70 points out of 100 to allow them to proceed to the next phase of evaluation. The quality evaluation shall be performed alongside at least one experienced technical professional with expertise in the relevant field.																																
6.9	3) <u>PHASE 3: EVALUATION OF BIDDER'S WORKSHOP</u> As explained in 6.11.10. Bidders that obtained at least 70 points during the Phase 2 evaluation shall have their workshops evaluated. Bidders who fail to score a minimum of 70 points out of 100 for the workshop evaluation shall be disqualified.																																
6.10	4) <u>PHASE 4: PRICE AND PREFERENCE</u> As explained in 6.11.5, 6.11.7 & 6.11.8. (Note Objective Criteria to be applied as explained in 6.11.5)																																
6.11	5) <u>PHASE 5: ADMINISTRATIVE COMPLIANCE</u> Tenderers are required to comply with the following listed below: In the case of Joint Venture: all parties need to submit the below documentation. <table><tr><th>No</th><th>Criteria</th><th>Yes</th><th>No</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 L).</td><td></td><td></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 K).</td><td></td><td></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><td></td><td></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 M).</td><td></td><td></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 I).</td><td></td><td></td></tr><tr><td>6</td><td>Complete, sign, submit SBD1, SBD3.2, SBD4 & SBD6.1.</td><td></td><td></td></tr><tr><td>7</td><td>Complete, sign, submit compulsory declaration (Annexure D), preference schedule (Annexure E) & B-BBEE (Annexure F) (Failure to submit a valid copy of B-BBEE Status Level Verification Certificate or a valid original sworn affidavit, the Bidder will forfeit the relevant points allocated for B-BBEE under specific goals).</td><td></td><td></td></tr></table>	No	Criteria	Yes	No	1	Companies must be registered with the National Treasury's Central Supplier Database and must submit a CSD report (Annexure L).			2	Tax compliant with SARS. Attach a copy of valid Tax Compliance Status pin page (to be confirmed through SARS) - (Annexure K).			3	Proof of active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach copy of Tenderer's CIPC / CIPRO certificate (Annexure G).			4	Proof of active registration and in good standing with the compensation fund or with a licensed compensation insurer. A valid letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 and or third parties' insurance registered with Financial Service Board (COID) to be submit (Annexure M).			5	Letter of appointment of duly authorized person to sign bid. Proof of such authority must be submitted with the bid. If by an individual, must be signed by that individual or by someone on his behalf duly authorised thereto and proof of such authority must be produced. If the bid is by a Company, it must be signed by a person duly authorised thereto by a Resolution of a Board of Directors a copy of which Resolution, duly certified by the Chairman of the Company is to be submitted with the bid (Annexure I).			6	Complete, sign, submit SBD1, SBD3.2, SBD4 & SBD6.1.			7	Complete, sign, submit compulsory declaration (Annexure D), preference schedule (Annexure E) & B-BBEE (Annexure F) (Failure to submit a valid copy of B-BBEE Status Level Verification Certificate or a valid original sworn affidavit, the Bidder will forfeit the relevant points allocated for B-BBEE under specific goals).		
No	Criteria	Yes	No																														
1	Companies must be registered with the National Treasury's Central Supplier Database and must submit a CSD report (Annexure L).																																
2	Tax compliant with SARS. Attach a copy of valid Tax Compliance Status pin page (to be confirmed through SARS) - (Annexure K).																																
3	Proof of active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach copy of Tenderer's CIPC / CIPRO certificate (Annexure G).																																
4	Proof of active registration and in good standing with the compensation fund or with a licensed compensation insurer. A valid letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 and or third parties' insurance registered with Financial Service Board (COID) to be submit (Annexure M).																																
5	Letter of appointment of duly authorized person to sign bid. Proof of such authority must be submitted with the bid. If by an individual, must be signed by that individual or by someone on his behalf duly authorised thereto and proof of such authority must be produced. If the bid is by a Company, it must be signed by a person duly authorised thereto by a Resolution of a Board of Directors a copy of which Resolution, duly certified by the Chairman of the Company is to be submitted with the bid (Annexure I).																																
6	Complete, sign, submit SBD1, SBD3.2, SBD4 & SBD6.1.																																
7	Complete, sign, submit compulsory declaration (Annexure D), preference schedule (Annexure E) & B-BBEE (Annexure F) (Failure to submit a valid copy of B-BBEE Status Level Verification Certificate or a valid original sworn affidavit, the Bidder will forfeit the relevant points allocated for B-BBEE under specific goals).																																

Initial _____

	8	Complete, sign, submit Annexure B, C, H, N, O, P, Q, R, S, T, U, V & W		
	9	Initial each page of the entire tender document.		
	10	The stipulated minimum threshold percentage (refer to paragraph 8 under Scope Of Works, Section C3) for local production and content 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. Annexures C, D, E from the Department of Trade and Industry (DTI) website (www.thedti.gov.za) needs to be completed and submitted with the bid.		
6.11.5	The procedure for the evaluation of responsive tenders is Method 3: Financial offer and preferences. {{Financial offer – SBD 3.2) and (Preference – Annexure E}} The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula. $T_{EV} = N_{FO} + N_P$ Where: 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_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule 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. <u>Objective Criteria as stipulated in the PPPFA Section 2(1)(f):</u> If, during the evaluation of the bid and as part of Phase 4, it is deemed that a possible unacceptable commercial risk exists, as stipulated in SANS10845-3:2022 Clause 6.13, in terms of unduly high, unduly low or unbalanced rates being tendered, a risk analysis shall be conducted as stipulated in SANS10845-1:2022 Clause 6.7.7.7 and SANS10845-3:2022 Table C.1 Abnormally low tendered rates shall be treated as stipulated in SANS10845-1:2022 Clause 6.7.7.6. As part of the risk analysis the tenderer shall be requested to provide written proof that the scope of works as described in this bid document can be completed with the rates tendered. The Bid Evaluation Committee shall request supporting documents, including rates used previously for similar resources used successfully on other projects, among other supporting documents, to enable the committee to assess whether the risk to the Department is acceptable or not. If the commercial risk to the employer is deemed unacceptable for the Department, such bid shall be rejected if such risk cannot be made acceptable without changing the competitive position of the bidder, which might include the negotiating process. The bidder with the next highest points in terms of Price and Preference shall then be considered and its commercial risk evaluated similarly.			
6.11.7	<u>Price Score:</u> Score for financial offers using the following formula: $N_{FO} = W_1 \times A$ Where: N_{FO} → is the number of tender evaluation points awarded for the financial offer; $A = \left(1 - \left(\frac{P - P_m}{P_m} \right) \right) \quad \text{(As per Preferential Procurement Regulations, 2022)}$			

Initial _____

	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_i equals 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000,00.														
6.11.8	<u>Preference Score:</u> Preferential Procurement Regulations, 2022, will be used to evaluate this proposal as per the applicable threshold value. Bid proposals will be evaluated based on the 90/10 preference points system in accordance with the PPPFA Act (Act no. 5 of 2000). Where a maximum of 90 points will be awarded in respect of price and a maximum of 10 points will be awarded for specific goals. N_p shall be calculated to a maximum of 10 points, as claimed in Table 1 below in accordance with Preferential Procurement Regulations, 2022 and described below. Points claimed will be according to a Tenderer's specific goals as indicated in Table 1 below: In terms of Regulation 4(2) and 5(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the tenderer's goals claimed as per Table 1 below. The tenderer goal claimed must be supported by proof / documentation as per Table 2 and the special conditions of this tender where applicable. Table 1: Specific goals for the tender and points claimed <table> <tr> <th>The specific goals allocated points in terms of this tender</th><th>Number of points allocated (90/10 system)</th></tr> <tr> <td>Women Ownership</td><td>2</td></tr> <tr> <td>Disability Ownership</td><td>2</td></tr> <tr> <td>Youth Ownership</td><td>2</td></tr> <tr> <td>Location of enterprise (local equals province) – KwaZulu-Natal</td><td>1</td></tr> <tr> <td>B-BBEE status level contribution from level 1 to 2 which are QSE or EME</td><td>3</td></tr> <tr> <td>TOTAL SCORED POINTS</td><td>10</td></tr> </table>	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Women Ownership	2	Disability Ownership	2	Youth Ownership	2	Location of enterprise (local equals province) – KwaZulu-Natal	1	B-BBEE status level contribution from level 1 to 2 which are QSE or EME	3	TOTAL SCORED POINTS	10
The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)														
Women Ownership	2														
Disability Ownership	2														
Youth Ownership	2														
Location of enterprise (local equals province) – KwaZulu-Natal	1														
B-BBEE status level contribution from level 1 to 2 which are QSE or EME	3														
TOTAL SCORED POINTS	10														
	"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 <i>Government Gazette</i> 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. - A blind person (in terms of the Blind Persons Act, 1968 (Act no.26 of 1968); - A deaf person, whose hearing is impaired to such an extent that he/she cannot use it as a primary means of communication; - 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; - A person who requires an artificial limb; or - 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.														

Initial _____

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

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

Table 2: Documents required for verification of Tenderer claimed points

Specific Goal	Required Proof Documents
Women Ownership	Full CSD Report
Disability Ownership	Full CSD Report
Youth Ownership	Full CSD Report
Location of enterprise	Full CSD Report
B-BBEE status level contribution from level 1 to 2 which are QSE or EME	- Valid B-BBEE certificate/sworn affidavit - Consolidated B-BBEE certificate in cases of Joint Ventures - Full CSD Report

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

6.11.9 The quality criteria and maximum score in respect of each of the criteria are as follows:

Quality criteria	Maximum number of points
1 Ability and Capability	30
2 Approach Paper on the execution of multiple planned maintenance orders	20
3 Past experience	40
4 Quality Control Plan (QCP) and Method Statement	10
Maximum possible score for quality (M_s)	100

Quality shall be scored by not less than three evaluators in accordance with the following schedules:

- Annexure N: Quality Achievement Schedule

The minimum number of evaluation points for quality is 70 out of 100. A score of less than 70 will render the bidder unresponsive.

6.11.10 The evaluation of bidder's workshop and maximum score in respect of each of the criteria are as follows:

<u>EVALUATION OF BIDDER'S WORKSHOP</u>	Maximum number of points
1 Workshop Facilities	100
Maximum possible score for workshop facilities	100

Workshop Facilities shall be scored by not less than three evaluators in accordance with the following schedules:

- Annexure N: Evaluation of Bidder's Workshop

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	The minimum number of evaluation points for workshop facilities is 70 out of 100. A score of less than 70 will render the bidder unresponsive.
6.13	Tender offers will only be accepted if: a) the Tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity; b) the Tenderer, unless a foreign supplier, is tax compliant or provides written proof from SARS that the tenderer has made arrangements to meet outstanding tax obligations; c) the financial offer is market-related and/or represents value for money; d) the Tenderer is registered with the Construction Industry Development Board (CIDB) in an appropriate Contractor grading designation; e) the Tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 the National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za) as a person prohibited from doing business with the public sector; f) the Tenderer has not: i. abused the Employer's Supply Chain Management System; or ii. failed to perform on any previous contract and has been given a written notice to this effect; g) the Tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; h) the Tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance guarantee to the format included in Part C1.3 of this procurement document; i) the Tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; & j) the employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
6.14	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 a) addenda issued during the tender period, b) inclusion of some of the returnable documents, and c) other revisions agreed between the employer and the successful tenderer during the process of offer and acceptance. Complete the schedule of deviations attached to the form of offer and acceptance, if any.
6.17	The number of paper copies of the signed contract to be provided by the employer to the successful Tenderer is One (1).

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DEPARTMENT OF WATER AND SANITATION

DWS05-0926 WTE

FOUR-YEAR TERM CONTRACT FOR MECHANICAL AND OTHER RELATED MAJOR PLANT AND MACHINERY INSTALLATION, MAINTENANCE, REPAIR, REFURBISHMENT AND UPGRADE FOR EASTERN OPERATIONS (KWAZULU-NATAL). ONLY RESPONDENTS WITH CIDB GRADING 8ME OR HIGHER ARE ELIGIBLE TO BID

T2.1 LIST OF RETURNABLE DOCUMENTS AND SCHEDULES

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

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

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

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

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RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES THAT WILL BE INCORPORATED INTO THE CONTRACT		
Doc. Ref. Nr.	Document / Schedule	Completed (Tick)
Annexure I	Authority Of Signatory	
Annexure J	Contractor Registration with Construction Industry Development Board (CIDB)	
Annexure K	TAX compliance Status	
Annexure L	Registration on National Treasury Central Supplier Database	
Annexure M	Proof of Good Standing with Compensation Commissioner	
Annexure N	Quality Achievement Schedules	
Annexure O	Schedule of Proposed sub-contractor	
Annexure P	Form of Offer and Acceptance (Part C1.1)	
Annexure Q	Contract Data (Part C1.2)	
Annexure R	Pro Forma Performance Guarantee (Part C1.3)	
Annexure S	Health and Safety Act agreement (Part C1.4)	
Annexure T	Schedule of similar work undertaken by bidder	
Annexure U	Schedule of similar work undertaken for electrical work (EP grading compliance) or electrical works by the proposed electrical subcontractor	
Annexure V	Schedule of qualifications/experience of key project team members	
Annexure W	Schedule of Contractor's Own Equipment Rates	
SBD 3.2	SBD 3.2: Bill of Quantities – Non-Firm Price (Pricing Schedule - Part C2.2)	

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DEPARTMENT OF WATER AND SANITATION

DWS05-0926 WTE

FOUR-YEAR TERM CONTRACT FOR MECHANICAL AND OTHER RELATED MAJOR PLANT AND MACHINERY INSTALLATION, MAINTENANCE, REPAIR, REFURBISHMENT AND UPGRADE FOR EASTERN OPERATIONS (KWAZULU-NATAL). ONLY RESPONDENTS WITH CIDB GRADING 8ME OR HIGHER ARE ELIGIBLE TO BID

T2.2 RETURNABLE DOCUMENTS AND SCHEDULES

Initial _____



SBD 1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DWS05-0926 WTE	CLOSING DATE:	15 OCTOBER 2026	CLOSING TIME:	11:00
DESCRIPTION	FOUR-YEAR TERM CONTRACT FOR MECHANICAL AND OTHER RELATED MAJOR PLANT AND MACHINERY INSTALLATION, MAINTENANCE, REPAIR, REFURBISHMENT AND UPGRADE FOR EASTERN OPERATIONS (KWAZULU-NATAL). ONLY RESPONDENTS WITH CIDB GRADING 8ME OR HIGHER ARE ELIGIBLE TO BID				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Department of Water & Sanitation: Bid Enquiries Office		CONTACT PERSON	Thulani Ngati	
TELEPHONE NUMBER	012 336 6562 / 7780 / 8151		TELEPHONE NUMBER	071 870 7403	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	bidenquirieswte@dws.gov.za		E-MAIL ADDRESS	NgatiT@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 ☐ Yes ☐ No		[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 _____



SBD 1
PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC 2025) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

Initial _____

ANNEXURE A



CERTIFICATE OF ATTENDANCE AT COMPULSORY CLARIFICATION MEETING

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

This is to certify that (*Tenderer company name*),

was represented by (tenderer duly authorised person)

of (address)

Telephone number

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

on (date) starting at (time)

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

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

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

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

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

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

Name: Signature:

Capacity:

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

(PRINTED NAME & SIGNATURE)

Name: Signature:

Capacity: Date and Time:

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

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

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

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

Initial _____



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

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

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

1. GENERAL CONDITIONS

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

Initial _____



2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

Initial _____



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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

Initial _____



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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Women Ownership	2	
Disability Ownership	2	
Youth Ownership	2	
Location of enterprise (local equals province): KwaZulu Natal	1	
B-BBEE status level contribution from level 1 to 2 which are QSE or EME	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One-person business/sole propriety

☐ Close corporation

☐ Public Company

☐ Personal Liability Company

☐ (Pty) Limited

☐ Non-Profit Company

☐ State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

Initial _____

SBD 6.1



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

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

Initial _____

ANNEXURE E



PREFERENCING SCHEDULE

1 Preference

Preferences shall be granted in respect of the following:

1.1 Ownership by women, people with disabilities and youth

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

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

where

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

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

1.2 Local enterprise

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

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

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

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

2 Conditions associated with the granting of preferences

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

Preference applied for	Verification document
Ownership by women	Completed Percentage Ownership Affidavit (Annexure 1)
Ownership by people with disabilities	
Ownership by youth	
Location of enterprise	Completed Location of enterprise affidavit (Annexure 2) and proof of ownership of premises or a valid rental agreement with the owner of such premises
B-BBEE status level of contributor	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: ○ www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-QSE-Gen.pdf ○ www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-EME-Gen.pdf ○ www.abp.org.za/wp-content/uploads/2018/03/Final-CSC-EME-Affidavit-March-2018-2.pdf

Initial _____

ANNEXURE E



3 Preferences points offered and claimed

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

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

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

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

where

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

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

4 Declaration

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

Signature:

Name:

Duly authorised to sign on behalf of:

Telephone: Date:

Name of witness: Signature of witness:

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

Initial _____

ANNEXURE E



Where:

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

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

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

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

Deponent signature:

Date:

**Commissioner of oaths
Signature and stamp**

Initial _____

ANNEXURE E



Annexure 2: Location of enterprise affidavit

I, the undersigned,

full name and surname

identity number

hereby declare under oath that

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

name :

trading name, if
applicable

registration
number:

physical address:
..

.....

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

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

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

Deponent signature:

Date:

**Commissioner of oaths
Signature and stamp**

Initial _____



B – BBEE STATUS VERIFICATION CERTIFICATE

Preferencing schedule: Broad Based Black Economic Empowerment Status

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

Preamble

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

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

1 Conditions associated with the granting of preferences

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

2 Sufficient evidence of qualification

2.1 Exempted micro enterprises

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

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

2.2 Enterprises other than micro exempted enterprises

Sufficient evidence of B-BBEE Status is:

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

3 Declaration

The Tenderer declares that

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

Initial _____

ANNEXURE F



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

Signature :

Name :

Duly authorised to sign on behalf of :

Telephone :

Fax: Date:

Name of witness Signature of witness

...

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

NOTE: ATTACHED TOGETHER WITH PREFERENCING SCHEDULE THE FOLLOWING:

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

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

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

DATE:

Initial _____

ANNEXURE G



COMPANY INTELLECTUAL PROPERTY COMMISSION CERTIFICATE

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

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

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

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

DATE:

Initial _____

ANNEXURE I



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

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

A. CERTIFICATE FOR COMPANY

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

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

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

capacity of, was authorised to sign all documents in connection

with this tender for Contract reference number and any

contract resulting from it on behalf of the company.

As witnesses:-

1. Witness	 Chairman
2. Witness	 Date

Initial _____

ANNEXURE I



B. CERTIFICATE FOR PARTNERSHIP

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

.....

hereby authorise Mr/Ms,

acting in the capacity of to sign

all documents in connection with the tender for Contract reference number

and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

Initial _____

ANNEXURE I



C. CERTIFICATE FOR JOINT VENTURE

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

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

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

Initial _____

ANNEXURE I



D. CERTIFICATE FOR SOLE PROPRIETOR.

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

As witnesses:-

1.
Witness Signature: Sole owner
2.
Witness Date

Initial _____

ANNEXURE I



E. CERTIFICATE FOR CLOSE CORPORATION

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

.....
.....

hereby authorise Mr/Ms,

acting in the capacity of to sign

all documents in connection with the tender for Contract reference number

and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

Initial _____

ANNEXURE J



REGISTRATION WITH CIDB

CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB

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

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

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

Name of Contractor:

.....

Contractor Grading Designation:

.....

CIDB Contractor Registration Number:

.....

Expiry Date:

.....

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

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

DATE:

Initial _____

ANNEXURE K



TAX COMPLIANCE STATUS

CONTRACTOR'S TAX COMPLIANCE STATUS

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

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

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

DATE:

Initial _____

ANNEXURE L



REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

CONTRACTOR'S CSD REPORT

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

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

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

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

DATE:

Initial _____

ANNEXURE M



PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER

CONTRACTOR'S LETTER OF GOOD STANDING FROM COIDA

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

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

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

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

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

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

DATE:

Initial _____

ANNEXURE N



QUALITY ACHIEVEMENT SCHEDULES

QUALITY ACHIEVEMENT

[MAX POINTS: 100]

Bidders must score at least **70 out of 100** in respect of quality in order to qualify for advancement to Phase 3. A bidder that scores less than **70 out of 100** will be regarded as submitting a non-responsive bid and will be disqualified. Bidders who fail to obtain a minimum score for each criterion will be disqualified.

The weight that will be allocated to each quality criteria is as follows (unless otherwise stated):

The evaluators are to score the bidder on a scale given per item and use the scored value to determine the achieved weight of the criterion.

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
Ability and Capability	Demonstrated skills and experience of each key personnel for this project; for example but not limited to, engineers, technicians, project managers, specialist artisans / foreman, artisans. (Attach 1 page resume of each key project team member indicating qualifications, experience, accreditation / affiliation) Submission of Organizational Structure and CVs		30	
	Bidders must submit the following qualifications and proof of registration where professional bodies are required (Refer to Special Conditions of Contract Clause SCC12.13): (i)Professional mechanical/electrical engineer/technologist(Active ECSA PrEng registration as PrEng/PrTech Eng) (with experience relating to maintenance of mechanical/electrical plant and machinery in infrastructure preferably water industry infrastructure), (ii)Specialist Artisan / Foreman (Mechanical) (Trade test certificate attached), (iii)Artisan (Mechanical) (Trade test certificate attached)			
	Professional Mechanical/Electrical Engineer/Technologist (i)			
	7 Years or more experience	7		
	6 Years to less than 7 Years experience	6		
	5 Years to less than 6 Years experience	5		
	4 Years to less than 5 Years experience	4		
	3 Years to less than 4 Years experience	3		
	Failure to submit organization structure and CV (1 page resume)	0		
	Specialist Artisan / Foreman (Mechanical) (ii)			
	6 Years or more experience	6		
	5 Years to less than 6 Years experience	5		
	4 Years to less than 5 Years experience	4		
	3 Years to less than 4 Years experience	3		
	2 Years to less than 3 Years experience	2		
	Failure to submit organization structure and CV (1 page resume)	0		

Initial _____

ANNEXURE N



Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
	Artisan (Mechanical) (iii)			
	6 Years or more experience	6		
	5 Years to less than 6 Years experience	5		
	4 Years to less than 5 Years experience	4		
	3 Years to less than 4 Years experience	3		
	2 Years to less than 3 Years experience	2		
	Failure to submit organization structure and CV (1 page resume)	0		
	Bidders must submit the following academic qualification and proof of registration where professional bodies are required: (i) Specialist Artisan/ Foreman (Electrical) (Trade test certificate & HV switching authorization attached), (ii) Artisan (Electrical) (Trade test certificate attached)			
	Specialist Artisan / Foreman (Electrical) (ii)			
	6 Years or more experience	6		
	5 Years to less than 6 Years experience	5		
	4 Years to less than 5 Years experience	4		
	3 Years to less than 4 Years experience	3		
	2 Years to less than 3 Years experience	2		
	Failure to submit organization structure and CV (1 page resume)	0		
	Artisan (Electrical) (iii)			
	5 Years or more experience	5		
	4 Years to less than 5 Years experience	4		
	3 Years to less than 4 Years experience	3		
	2 Years to less than 3 Years experience	2		
	1 Years to less than 2 Years experience	1		
	Failure to submit organization structure and CV (1 page resume)	0		
Approach Paper on execution of multiple planned maintenance orders	Appointed bidders may receive multiple orders at the same time and would be required to properly plan and submit method statements on the execution of the works. It is then expected that bidders should demonstrate an ability to plan for distribution of resources and develop method statements for various work orders.		20	
TABLE A.6 – SANS10845-1 with additions to be used for scoring:				
Score		Qualitative indicator or prompt for judgement		
No Response 0%		Failed to provide information.		
Poor 40%		The technical approach and/or methodology is poor/unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.		
Satisfactory 70%		The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed, etc., is too generic.		

Initial _____

ANNEXURE N



Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
		Detailed methodology, not sequential or relevant standards not mentioned. Distribution of resources not achieved.		
	Good 90%	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that might occur during execution. The quality plan and approach to managing risk, etc., is specifically tailored to the critical characteristics of the project. Detailed methodology, sequential approach, relevant standards mentioned. Distribution of resources achieved.		
	Very Good 100%	Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs. Detailed methodology, sequential approach, relevant standards mentioned. Distribution of resources achieved. Approach successfully used on previous projects must be provided to achieve “Very Good”.		
Past Experience	Contactable reference evaluation Bidders must submit signed project completion/commissioning certificate(s) from previous projects, with contact details of clients/employer. Note that only completed projects will be accepted. Note that a maximum of 3 projects will be considered per project category listed below. Relevant work experience in infrastructure (preferably water industry), including maintenance projects: • Pipelines minimum 600mm diameter, • Pump stations, with pumps minimum 0,3m³/s capacity, including the electrical installation. • Valves minimum 600mm diameter, • Cranes & lifting equipment, • Corrosion protection using epoxy or polyurethane coating systems, • Dam hydro-mechanical equipment • HV/LV Electrical reticulation system, including substations of minimum 3MVA. • Flow meters, Pump Controls, Transformers of minimum 100kVA, Generators of minimum 100kVA		40	
	12 or more Completed projects	40		
	10 Completed projects	32		
	8 Completed projects	26		
	6 Completed projects	16		
	4 Completed projects	10		
	1 to 3 Completed projects	5		
Quality Control Plan (QCP) and Method Statement	Provide the signed Quality Control Plan (QCP) and Method Statement that was used for one of the completed projects listed under “Past Experience” above.		10	

Initial _____

ANNEXURE N



Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
	TABLE A.6 – SANS10845-1 with additions to be used for scoring:			
	Score	Qualitative indicator or prompt for judgement		
	No Response 0%	Failed to provide information.		
	Poor 40%	The QCP or Method Statement is poor/unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.		
	Satisfactory 70%	The QCP or Method Statement is generic and not tailored to address the specific project objectives and methodology. The QCP or Method Statement does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed, etc., is too generic. Detailed methodology, not sequential or relevant standards not mentioned.		
	Good 90%	The QCP and Method Statement is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that might occur during execution. The quality plan and approach to managing risk, etc., is specifically tailored to the critical characteristics of the project. Detailed methodology, sequential approach, relevant standards mentioned.		
	Very Good 100%	Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The QCP and Method Statement details ways to improve the project outcomes and the quality of the outputs. Detailed methodology, sequential approach, relevant standards mentioned.		
TOTAL			100 (70)	

***The Department does not permit the sharing of professionals (professional engineers, specialist artisans, and artisans) among bidders. In cases where there is evidence of sharing of professionals; the appointed contractors will have to discuss risks involved with the Department.**

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

DATE:

Initial _____

ANNEXURE N



EVALUATION OF BIDDER'S WORKSHOPS

Bidders that obtained at least 70 points during the Phase 2 evaluation shall have their workshops evaluated. Bidders who fail to score a minimum of 70 points for the workshop evaluation shall be disqualified.

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
Workshop Facilities As stipulated below this table.	The bidder must obtain at least 70 points for the workshop facilities within 500km of the Area Office bidding for. Failure to obtain 70 points shall result in non-compliance and the bid shall be considered as non-responsive. The workshop distance provided below shall be the same workshop physically inspected during the tender process and utilised during the contract period.		100 (70) <i>Bidder must score a minimum of 70 points. Failure to score 70 points shall render your bid non-responsive</i>	
	Distance from Area Office to Workshop:			
	Workshop GPS Coordinates:.....			
	Area Office 1 GPS Coordinates.....			
	Area Office 2 GPS Coordinates.....			
	(If applicable)			
	Area Office 3 GPS Coordinates.....			
	(If applicable)			
	Area Office 4 GPS Coordinates.....			
	(If applicable)			
	Area Office 5 GPS Coordinates.....			
	(If applicable)			
	0-100km	60		
	101-200km	55		
	201-300km	50		
	301-400km	45		
	401-500km	40		
	5* Ton Overhead crane or have the capability of lifting 5 Ton loads (Load tested and certified by an LMI).	7		
	Machine shop	7		
	Boiler making section	7		
	Corrosion Protection Bay	6		
	Testing and Quality Control Area	6		
	Quality Control Equipment	7		

A workshop facility shall be a closed, under cover, ventilated workshop facility complying with the Occupational Health and Safety Act.

- a) An overhead crane shall have a capacity of not less than 5* Ton or have the capability to lift loads of 5 Ton. = 7 points

Initial _____

ANNEXURE N



- b) Machine shop shall be an area within the workshop facility or a stand-alone closed, under cover, ventilated workshop facility complying with the Occupational Health and Safety Act where machining is done, the machine shop shall have the following equipment:
1. Lathe(s) = 1,5 point
 2. milling machine(s), = 1,5 point
 3. pedestal drill, = 1,5 point
 4. hydraulic press, = 1,5 point
 5. grinding and welding machines. = 1 point
- c) Boiler making section shall be a section in the workshop facility or a stand-alone closed, under cover, ventilated workshop facility complying with the Occupational Health and Safety Act dedicated for the following activities:
1. use variety of tools to cast and bend pieces into shape, = 3.5 points
 2. welding or bolting pieces together = 3.5 points
- d) Corrosion Protection Facility shall be dedicated for the following activities:
1. Fettling or dressing, = 1 point
 2. Degreasing, = 1 point
 3. Blast clean, = 2 point
 4. Application of the first coat, = 1 point
 5. Application of intermediate and final coats = 1 point
- e) Testing and Quality Control Area shall be dedicated for the following activities:
1. Inspection of equipment and/or material = 3 points
 2. Testing of equipment (that is, hydrostatic testing, corrosion protection testing, factory assessment testing, etc.) = 3 points
- f) Quality Control Equipment includes the following:
1. Corrosion protection testing equipment (that is, dry film thickness (DFT) tester, Pin hole tester (wet sponge and spark tester), water soluble salt test equipment surface profile meter, ambient conditions meter) = 3 point
 2. Pressure testing equipment = 1,5 point
 3. Electrical testing equipment (that is, multi-meters, clamp-on ammeter, Insulation Tester, etc.) = 1,5 point
 4. Measuring equipment (for measuring: temperature, length, weight, tolerances, etc.) = 1 point

Initial _____

ANNEXURE N



SUMMARY OF QUALITY ACHIEVEMENT SCHEDULE

	QUALITY CRITERIA	MAXIMUM POINTS TO BE ALLOCATED	ALLOCATED POINTS
1	Ability and Capability	30	
2	Planning and method statement on execution of multiple planned maintenance orders	20	
3	Past experience	40	
4	Quality Control Plan (QCP) and Method Statement	10	
	TOTAL	100	

SUMMARY OF BIDDER'S WORKSHOP EVALUATIONS

	QUALITY CRITERIA	MAXIMUM POINTS TO BE ALLOCATED	ALLOCATED POINTS
1	Distance from Area Office to workshop	60	
2	Overhead Crane	7	
3	Machine Shop	7	
4	Boiler making section	7	
5	Corrosion Protection bay	6	
6	Testing and quality control area	6	
7	Quality control equipment	7	
	TOTAL	100	

Initial _____

ANNEXURE N



CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

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

Declaration by Tenderer

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

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

Circle Applicable	
Yes	No
Yes	No
Yes	No

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

Initial _____

ANNEXURE N



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

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

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

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

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

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

NAME (Block capitals):

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

Initial _____

ANNEXURE O



SCHEDULE OF PROPOSED SUB-CONTRACTORS

SCHEDULE OF PROPOSED SUB-CONTRACTORS

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

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

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

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

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

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

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

NAME OF TENDER: _____

COMPANY NAME: _____

SIGNATURE OF TENDER: _____

DATE: _____

Initial _____

ANNEXURE P



FORM OF OFFER AND ACCEPTANCE

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

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

Initial _____

ANNEXURE Q



CONTRACT DATA

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

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

Initial _____

ANNEXURE R



PRO FORMA PERFORMANCE GUARANTEE

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

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

Initial _____

ANNEXURE S



HEALTH AND SAFETY ACT AGREEMENT

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

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

Initial _____

ANNEXURE T



SCHEDULE OF SIMILAR WORK UNDERTAKEN BY BIDDER

The Bidder shall, in the schedule hereunder, list all work of a similar nature to that contained in this Contract which has been carried out by him during the past five years and/or which is at present being carried out by him.

DESCRIPTION AND LOCALITY OF WORK	NAME TELEPHONE AND FAX NUMBER OF FIRM OF ENGINEERS, MUNICIPALITY, OR GOVERNMENT DEPARTMENT WHO ADMINISTERED THE WORK	APPROXIMATE VALUE OF WORK IN RAND	DATE

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

NAME OF BIDDER: _____ COMPANY NAME: _____

SIGNATURE OF BIDDER: _____ DATE: _____

IMPORTANT NOTE:

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

Initial _____

ANNEXURE U



SCHEDULE OF SIMILAR WORK UNDERTAKEN FOR ELECTRICAL WORKS (EP GRADING COMPLIANCE) OR ELECTRICAL WORKS BY THE PROPOSED ELECTRICAL SUBCONTRACTOR

The Bidder shall, in the schedule hereunder, list all work of a similar nature to that contained in this Contract which has been carried out by him during the past five years and/or which is at present being carried out by him.

DESCRIPTION AND LOCALITY OF WORK	NAME TELEPHONE AND FAX NUMBER OF FIRM OF ENGINEERS, MUNICIPALITY, OR GOVERNMENT DEPARTMENT WHO ADMINISTERED THE WORK	APPROXIMATE VALUE OF WORK IN RAND	DATE

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

NAME OF BIDDER: _____ COMPANY NAME: _____

SIGNATURE OF BIDDER: _____ DATE: _____

IMPORTANT NOTE:

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

Initial _____

SCHEDULE OF QUALIFICATIONS/EXPERIENCE OF KEY PROJECT TEAM MEMBERS	
---	--

The bidder shall state hereunder the qualifications and experience of each key project team members whom he proposes to employ in the execution of all or main sections of the works.

[illegible]

SIGNATURE OF BIDDER

DATE

Initial _____

SCHEDULE OF CONTRACTOR'S OWN EQUIPMENT RATES	
--	--

The bidder shall state hereunder the construction equipment (as referred to in GCC 4th edition 2025) in his ownership and the dry rates (R/Hour) charged to the Department for the utilisation thereof during the Contract. The DWS reserves the right not to utilize the equipment and/or to negotiate the rates charged for the equipment to ensure it is market-related.

[illegible]

SIGNATURE OF BIDDER

DATE _____

Initial _____

ANNEXURE X



PRICING SCHEDULE

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

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

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

Initial _____



DEPARTMENT OF WATER AND SANITATION

DWS05-0926 WTE

FOUR-YEAR TERM CONTRACT FOR MECHANICAL AND OTHER RELATED MAJOR PLANT AND MACHINERY INSTALLATION, MAINTENANCE, REPAIR, REFURBISHMENT AND UPGRADE FOR EASTERN OPERATIONS (KWAZULU-NATAL). ONLY RESPONDENTS WITH CIDB GRADING 8ME OR HIGHER ARE ELIGIBLE TO BID

THE CONTRACT

C1 AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.2 CONTRACT DATA

C1.3 PRO FORMA PERFORMANCE GUARANTEE

C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

Initial _____



DEPARTMENT OF WATER AND SANITATION

DWS05-0926 WTE

FOUR-YEAR TERM CONTRACT FOR MECHANICAL AND OTHER RELATED MAJOR PLANT AND MACHINERY INSTALLATION, MAINTENANCE, REPAIR, REFURBISHMENT AND UPGRADE FOR EASTERN OPERATIONS (KWAZULU-NATAL). ONLY RESPONDENTS WITH CIDB GRADING 8ME OR HIGHER ARE ELIGIBLE TO BID

C1.1 FORM OF OFFER AND ACCEPTANCE

Initial _____



C1.1 FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE - RENDERING OF SERVICES (as per GCC 2025)

OFFER

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

FOUR-YEAR TERM CONTRACT FOR MECHANICAL AND OTHER RELATED MAJOR PLANT AND MACHINERY INSTALLATION, MAINTENANCE, REPAIR, REFURBISHMENT AND UPGRADE FOR EASTERN OPERATIONS (KWAZULU-NATAL). ONLY RESPONDENTS WITH CIDB GRADING 8ME OR HIGHER ARE ELIGIBLE TO BID

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

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

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

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

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

For the Tenderer:

Signature(s): _____

Name(s): _____

Capacity: _____

Date: _____

Initial _____



Name and address of organisation:

Signature and names of witness:

Signature(s): _____

Name(s): _____

Capacity: _____

Date: _____

ACCEPTANCE

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

The terms of the contract, are contained in

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

Part 2: Pricing Data

Part 3: Scope of Work

Part 4: Site Information

Part 5: Annexures

and drawings and documents or parts thereof, which may be incorporated by reference into Part 1 to Part 5 above.

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

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

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

For the Employer:

Signature(s): _____

Name(s): _____

Capacity: _____

Date: _____

Name and address of organisation:

Signature and names of witness:

Initial _____



Signature(s): _____

Name(s): _____

Capacity: _____

Date: _____

SCHEDULE OF DEVIATIONS

Notes:

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

1. **Subject:** _____

Details _____

2. **Subject:** _____

Details _____

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

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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

DWS05-0926 WTE

FOUR-YEAR TERM CONTRACT FOR MECHANICAL AND OTHER RELATED MAJOR PLANT AND MACHINERY INSTALLATION, MAINTENANCE, REPAIR, REFURBISHMENT AND UPGRADE FOR EASTERN OPERATIONS (KWAZULU-NATAL). ONLY RESPONDENTS WITH CIDB GRADING 8ME OR HIGHER ARE ELIGIBLE TO BID

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

1.2.1 GENERAL CONDITIONS OF CONTRACT

The Contract shall be governed by the “General Conditions of Contract for Construction Works, Fourth Edition, 2025, refer to as GCC 2025, 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 2025 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.

All Bidders shall be deemed to have waived, renounced and abandoned any conditions printed or written upon any stationery used by them for the purpose of or in connection with the submission of bids which are in conflict with the conditions laid down in the Bid Documents.

No alteration, amendment or variation of the Conditions of Contract will be permitted and, in the event of any such alterations, amendments or variations being stipulated as a Condition of Bid by the Bidder, the Bid will be rendered invalid and will not be considered.

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1.2.2 SPECIAL CONDITIONS OF CONTRACT

GENERAL

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

AMENDMENT TO THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS. (4th Edition 2025) (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 (4th Edition 2025), 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 (4th Edition 2025) are deleted for the purpose of this Contract and are replaced with the forms bound into this document.

The following clauses are hereby amended and/or supplemented as follows:

Clause	Information
SCC 1.1.1	In the contract defined as: DWS05-0926 WTE FOUR-YEAR TERM CONTRACT FOR MECHANICAL AND OTHER RELATED MAJOR PLANT AND MACHINERY INSTALLATION, MAINTENANCE, REPAIR, REFURBISHMENT AND UPGRADE FOR EASTERN OPERATIONS (KWAZULU-NATAL). ONLY RESPONDENTS WITH CIDB GRADING 8ME OR HIGHER ARE ELIGIBLE TO BID the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:
SCC 1.1.1.5	Replace the contents of Clause 1.1.1.5 with the following: "Commencement Date" means the date on which the Contractor receives a written instruction from the Employer to commence with the Works. The instruction to commence with the works will be issued as soon as the Service Level Agreement (SLA) is signed between the Employer and the Contractor.
SCC 1.1.1.14	Add the following to the end of this definition: This clause shall apply <i>mutatis mutandis</i> to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing.
SCC 1.2.1	Add the following to the clause: 1.2.1.3 Sent by electronic or any like communication irrespective of it being during office hours or otherwise. 1.2.1.4 Posted to the Contractor's address, and delivered by the postal authorities. 1.2.1.5 Delivered by a courier service, and signed for by the recipient or his representative.
SCC 1.3.6	Replace the contents of Clause 1.3.6 with the following: The copyright in all documents, drawings and records (prepared by the Engineer) related in any manner to the Works shall vest in the Employer or the Engineer or both

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	(according to the dictates of the Contract that has been entered into by the Engineer and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.
SCC 2.5.1	This explicitly excludes the fact that the Department reserves the right to utilize any Alternate Contractor appointed under bids DWS03 – DWS06 to perform work in an area office, in accordance with Clauses SCC 4.4.23, SCC 9.2.1, SCC12.1.3, SCC12.1.8, SCC12.7.3, SCC12.7.4 and SCC12. 23.1.2.
SCC 4.1.2	Add the following to the clause: The Contractor shall provide the following to the Employer's Agent or his Representative for retention by the Employer or his assignee in respect of all works designed by the Contractor: 4.1.2.1 a Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice. 4.1.2.2 proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s). 4.1.2.3 design calculations should the Employer's Agent or his Representative request a copy thereof. 4.1.2.4 engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Employer's Agent or his Representative to compare the design with the specified requirements and to record any comments he may have with respect thereto. 4.1.2.5 "As-Built" drawings in DXF electronic format after completion of the Works. The Contractor shall be responsible for the design of the Temporary Works.
SCC 4.3.3	Add the following new clause: The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993). Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan. The Contractor shall submit an approved Health and Safety Plan to the Employer's Agent / Engineer within 14 days from the date that the Departmental Purchase Order has been issued.
SCC 4.3.4	Add the following new clause: Contractor's liability as mandatory Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.

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SCC 4.3.5	Add the following new clause: Contractor to notify Employer The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.
SCC 4.3.6	Add the following new clause: Contractor's Designer The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.
SCC 4.4.1	Add the following to the clause: The main contractor is only allowed to subcontract a maximum of 30% of the works of each order, excluding specialized services/works.
SCC 4.4.8	Add the following new clause: If the services of a subcontractor are obtained, the Contractor shall compile a scope of work (This describes the work to be done in detail and specifies the resources involved and the exact nature of the work to be done) and a specification before requesting the Subcontractor to quote on the work. In cases where comparative quotations are requested, the Subcontractors quotations shall reflect the scope of work and specifications compiled by the Contractor. In order to enhance transparency, the contractor's invitation to potential subcontractors to provide quotations shall also be copied to the Project Manager. Such invitations to quote must clearly state a closing time and copies of quotations must also be sent to the Project Manager within the 30 minutes before the stipulated closing time. Only quotations received as stipulated will be considered when evaluating the quotation from the main contractor. In cases where a site meeting is required in order to prepare a realistic quotation, a copy of the attendance register, duly signed by a DWS representative, must also be copied to the Employer's Agent's Representative.
SCC 4.4.9	Add the following new clause: At least three quotations from different Subcontractors shall be submitted with main contractor's quote if Subcontractors are to be used.
SCC 4.4.10	Add the following new clause:

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	At least three quotations from different suppliers shall be submitted with the main contractor's quote if suppliers are to be approached to supply spare parts and or material.
SCC 4.4.11	Add the following new clause: The Department reserves the right, at the discretion of the Employer's Agent or his Representative, to request comparative quotations for spares and / or subcontractors.
SCC 4.4.12	Add the following new clause: The Department reserves the right, at the discretion of the Employer's Agent or his Representative, to request additional quotations.
SCC 4.4.13	Add the following new clause: During quotation and invoicing stage discounts offered to the main contractor from the sub-contractor must be disclosed to the Department. The main contractor will be paid in accordance with the actual cost and/or work done by the subcontractor/supplier plus mark-up, refer to Clause SCC12.6.4.
SCC 4.4.14	Add the following new clause: The contractor will be required to enter into subcontracting agreements with Specialist subcontractors for Mechanical, Electrical works and other related works. This can be done prior or once specialist services are requested. Although only one specialist sub-contractor quotation is supplied for such approved sub-contractors, the Project Manager reserves the right to request more quotations should the pricing be not market related in his view.
SCC 4.4.15	Add the following new clause: It is the responsibility of the contractor to select competent Subcontractors that meet the requirements of this bid.
SCC 4.4.16	Add the following new clause: The contract will be concluded between the main contractor and the Department, therefore, the main contractor and not the sub-contractor would be held liable for performance in terms of this bid's contractual obligations.
SCC 4.4.17	Add the following new clause: Should Specialist Subcontractors be proposed for use, details shall be submitted to the Employer's Agent for approval.
SCC 4.4.18	Add the following new clause: The minimum criteria before appointing / approving subcontractors are as follows: • The Subcontractor's taxes must be in order. The Subcontractor shall submit a valid Tax Pin to the Employer's Agent. During the contract period the Contractor/ Subcontractor shall ensure that a valid Tax Pin is available at all times. • It is an expressed condition that the subcontractor shall execute work under the supervision of a person appointed under General Machinery Regulations. The subcontractor must be registered and active on CIDB, where applicable.

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SCC 4.4.19	Add the following new clause: The Department may, at the discretion of the Employer's Agent or his representative, nominate subcontractors and these shall be deemed to be Selected Subcontractors.
SCC 4.4.20	Add the following new clause: When a Selected Subcontractor is used, the Contractor may charge a mark-up for administration and financial costs. The mark-up will be in accordance with Clause SCC12. 6.1.2.
SCC 4.4.21	Add the following new clause: Appointing a Selected Subcontractor shall not diminish the Contractor's responsibility to the Department. The Contractor shall be solely responsible for all work performed under this Contract.
SCC 4.4.22	Add the following new clause: The Contractor shall ensure that any Subcontractor appointed is familiar with the conditions of this contract and comply in all respects with the requirements as set out in this document.
SCC 4.4.23	Add the following new clause: The Department further reserves the right to suspend the services of a main Contractor who fails to make payments to the appointed Subcontractor / Selected Subcontractor for the actual work done, provided that the work has been accepted by the Department. In the event of such non-payment of any sub-contractors, the Department may request quotations from any Alternate Contractor appointed for that area office on DWS03 – DWS06 for future work. Such inter-area office utilisation shall follow the same RFQ process as per the approved SOP and shall not necessitate the signing of a new SLA and shall be delegated to Cluster/SIAM Directors to approve. Only Alternate Contractors whose CIDB grading allows for the value of the specific project to be executed, shall be utilised.
SCC 4.4.24	Add the following new clause: Main contractors are discouraged from sub-contracting with their subsidiary companies as this may be interpreted as subcontracting with themselves and / or using their subsidiaries for fronting.
SCC 4.4.25	Add the following new clause: The Department reserves the right to terminate a contract with any Contractor who fails: to make payments to their appointed Subcontractors for the actual work done. Payments to Subcontractors shall be made within 30 days of receiving payment from DWS.
SCC 4.10.3	Add the following new clause:

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	The Contractor shall use local labour in accordance with the requirements contained within the Bid Document.
SCC 5.12.5	Add the following new clause: Extension of time due to Abnormal Rainfall Extension of time for completion of the Contract shall be allowed in the event of abnormal rainfall in accordance with the following formula: $V = (N_w - N_n) + (R_w - R_n)/20$ Where: V = Extension of time in calendar days for the calendar month under consideration N_w = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded R_w = Actual total rainfall in mm recorded during the calendar month under consideration N_n = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month (from the South African Weather Service (SAWS)) R_n = Average total rainfall in mm for the relevant calendar month, derived from rainfall records (from the South African Weather Service (SAWS)) Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N_n, then V shall be taken as being equal to minus N_n. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall. Rainfall records for the period of construction shall be taken on Site. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Engineer or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Engineer's Representative. Access to the measuring gauge(s) shall at all times be under the Engineer's control. The rainfall records applicable to this Contract are those recorded at a suitable rainfall station near the site. The following values of N_n and R_n shall apply obtained from the South African Weather Service (SAWS). Rainfall applicable to each site shall be shared during the RFQ phase.

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SCC 5.14.3.3	Add the following new clause: Any mechanical or electrical equipment commissioned as part of the Certificate of Practical Completion shall have its applicable warranty period started.																																												
SCC 5.14.5.6	Add the following new clause: Any mechanical or electrical equipment commissioned as part of the Certificate of Completion shall have its applicable warranty period started.																																												
SCC 6.8.4	Delete the words “after due consultation between the Employer and the Contractor”.																																												
SCC 9.2.1	Add the following new paragraph under the last paragraph: such contractor shall not receive new Requests for Quotations (RFQ) until such time that ongoing projects are satisfactorily completed or recovered to align with the programme and the contractor performance grade improves to “Satisfactory” or above, in accordance with the performance evaluation defined in the “Annexe A: Procurement Procedure / Standard Operating Procedure”. All Alternate Contractors for the specific area office, appointed in all four clusters (DWS03 to DWS06) who is at a minimum “Satisfactory” performance grade, in accordance with the performance evaluation defined in the “Annexe A: Procurement Procedure / Standard Operating Procedure” may be requested to quote on any future Requests for Quotations (RFQ) until such time that the appointed contractor for the area office has improved to at least “Satisfactory” grade. Preference shall first be given to Alternate Contractors at a minimum “Satisfactory” performance grade appointed within the same cluster. Only Alternate Contractors whose CIDB grading allows for the value of the specific project to be executed, shall be utilised. If the Contract is terminated, one of the Alternate Contractors for the specific area office, appointed in all four clusters (DWS03 to DWS06) who is at a minimum “Satisfactory” performance grade, in accordance with the performance evaluation defined in the “Annexe A: Procurement Procedure / Standard Operating Procedure” may be requested to be assigned to such area office, in addition to their main appointed area office. If such Contractor is assigned in more than one area office, it																																												

Initial _____

	shall be required that such Contractor have a CIDB grade one level higher than what was required for the bid. Preference shall first be given to Alternate Contractors at a minimum “Satisfactory” performance grade appointed within the same cluster.
SCC 9.2.1.3.9	Add the following new clause: Has failed to maintain a performance level of minimum “Satisfactory” over a period of three months, in accordance with the performance evaluation defined in the “Annexe E: Procurement Procedure / Standard Operating Procedure”.

SCC 11 CIDB Skills Development

Clause	Information
SCC11	The contractor shall achieve in the performance of the contract, the Contract Skills Development Goal (CSDG) established in the “Standard for Developing Skills through Infrastructure Contracts” (see Department of Public Works and Infrastructure, Vol. 694, Government Gazette No.48491 of 28 April 2023).

SCC 12 Conditions of Maintenance

Clause	Information
SCC12.1	SCOPE AND CONDITIONS
SCC12.1.1	The Contractor shall have substantial capacity and facilities to handle all the equipment listed in the Technical Specification and Requirements. Subcontractors may be appointed for specialised activities, subject to the approval of the Employer’s Agent or his Representative.
SCC12.1.2	The Operational Areas referred to under this bid consists of ONE (1) Province, with (2) DWS Area Offices (Midmar Area and Klipfontein Area). The main contractor will be responsible for the programming, reporting and guarantee of each specific project. The DWS Operational Area Offices information is listed in “Part C4: Site Information”.
SCC12.1.3	The Department reserves the right to utilize any Alternate Contractor appointed under bids DWS03-WTE – DWS06-WTE to perform work in an area office. Such inter-area office utilisation shall follow the same RFQ process as per the approved SOP and shall not necessitate the signing of a new SLA and shall be delegated to Cluster/SIAM Directors to approve. Only Alternate Contractors whose CIDB grading allows for the value of the specific project to be executed, shall be utilised.
SCC12.1.4	The contractor may request to appoint subcontractors in writing to the Employer’s Agent or his Representative if any of the projects only entails a very small portion of work from the other disciplines. Only subcontractors approved by the Employer’s Agent or his Representative may be used.
SCC12.1.5	The Department reserves the right to identify and implement procurement opportunities for designated groups on any project within this four-year contract.
SCC12.1.6	The contractor may be required to supply, install, test and commission certain goods and services for major plant and machinery. For goods and services that have been designated for local production and content only locally produced goods and services with a stipulated minimum threshold for local production and content will be considered.

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	The DWS will identify and indicate goods and services that have been designated for local production and content. Only locally produced goods and services with a stipulated minimum threshold for local production and content, will be considered, on condition that such prescript and threshold(s) are in accordance with the specific standards determined by the National Department of Trade Industry and Competition (DTIC) in consultation with the National Treasury.
SCC12.1.7	The Department reserves the right to procure any of the designated and/or non-designated group goods and/or services using another contract.
SCC12.1.8	Being appointed on this contract does not in any way guarantee a right to perform any required work in accordance to this contract. The Department reserves the right to negotiate prices during the quotation acceptance or approval stage on any project under this term contract. Where price negotiations *fail, the Department reserves the right to advertise or request price quotations and award the work to any other Alternate Contractors appointed under bids DWS03-WTE – DWS06-WTE for the specific area office. Such inter-area office utilisation shall follow the same RFQ process as per the approved SOP and shall not necessitate the signing of a new SLA and shall be delegated to Cluster Directors to approve. Preference shall first be given to Alternate Contractors at a minimum “Satisfactory” performance grade appointed within the same cluster. Only Alternate Contractors whose CIDB grading allows for the value of the specific project to be executed, shall be utilised. *where the parties reach stalemate then the negotiations would have failed. The Department also reserves the right to allocate any work internally or utilise any other DWS procurement method available to render any services to the Department.
SCC12.1.9	The contractor must be able to provide urgent or emergency services whenever it is required. The Engineer reserves the right to require urgent repair services from the Contractor in the event of an emergency. Under these circumstances the Employer’s Agent’s Representative reserves the right to require the Contractor to provide such urgent repair facilities to be available 24 hours a day, 7 days a week at the contracted rates.
SCC12.1.10	During normal occasions the procurement process will be as per the Normal maintenance Procurement process, refer to Annexe A
SCC12.1.11	The goal of the Department is to appoint one contractor per DWS Area Office. The contractor’s workshop facilities shall be located within 500km of the Operational Area Office. The contractor must have the workshop facilities or have acceptable written binding agreements for the full duration of the contract with associate companies to do a preponderance of the work listed in “Technical Specification and Requirements”.
SCC12.1.12	The Cluster Director or SIAM Director, as applicable, reserves the right to allocate any of the services described to Departmental staff or may request the main Contractor to appoint a Selected Subcontractor and/or Subcontract to advance designated groups in which case the main Contractor may be required to supervise and may also be required to carry the responsibility for the guarantee.
SCC12.1.13	The Department reserves the right to have any of the services as listed under Technical Specification and Requirements, done under the normal Departmental procurement regulations if it is in the best interest of the Department.

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SCC12.1.14	The offered service as a whole and all component parts shall be strictly in accordance with the term of the documents listed below, in order of preference listed below:
SCC12. 1.14.1	This Specification for DWS05-0926 WTE, including the Tender Data
SCC12. 1.14.2	The Government Procurement General Conditions of Contract
SCC12. 1.14.3	“General Conditions of Contract for Construction Works (GCC 2025 fourth edition)” .
SCC12. 1.14.4	The Departmental Standard Specifications.
SCC12. 1.14.5	The information provided in the Particular Specifications.
SCC12.1.15	In terms of the requirements of this contract, the Contractor may be required to facilitate training (Technical and non-technical training) and transfer skill from time to time. The contractor shall have the capability to provide hands-on training of personnel, at his workshop facility, on site and at selected suppliers’ facilities, which may include formally structured training courses associated with the project
SCC12.1.16	The DWS reserves the right to instruct the contractor to implement skills development programmes for graduates to comply with the B.U.I.L.D initiative mandate on large projects more so on multiyear projects.
SCC12.2	PROJECT MANAGEMENT
SCC12.2.1	Control of the Contract is vested in the Chief Director: Water Resources Infrastructure Operations and Maintenance of the Department of Water and Sanitation.
SCC12.2.2	ALL correspondence between the Contractor and the Employer shall be copied to the Cluster Director or SIAM Director, as applicable, at the address indicated above. This includes ALL faxes, letters, claims for payment, etc.
SCC12.2.3	The Contractor to be appointed for this Contract shall undertake to forthwith acknowledge IN WRITING the receipt of ALL correspondence from the Employer’s Agent and/or the Employer and shall provide suitable response within a period of seven (7) days. Failure of the Contractor to comply with this requirement shall be interpreted as a breach of contract.
SCC12.3	GENERAL CONDITIONS
SCC12.3.1	This Special Conditions of Contract contains the general conditions and requirements with regard to contract administration, material, equipment, workmanship, installation, quality control and commissioning of the Works and should be read together with the Conditions of Bid, Conditions of Contract and the Technical Specification.
SCC12.3.2	Should any conflict arise between the requirements embodied in the Tender Data the Special Conditions of Contract and the General Conditions of Contract, the Employer’s Agent or his Representative shall be informed in writing for his ruling.
SCC12.3.3	The Contractor shall be responsible for the acquisition of adequate insurance to cover all equipment temporarily in its possession, albeit in temporary storage, in transit to and from the site, etc. In addition, the Contractor shall ensure that such insurance cover will also include the transport of equipment by the Department or an appointed subcontractor, should the Contractor request the Department or an appointed subcontractor to assist with the transportation of any equipment at any time.
SCC12.4	REGULATIONS AND STANDARDS

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SCC12.4.1	All work carried out on the Department's equipment and premises shall be strictly in accordance with the latest revisions and amendments of the following: • SANS 10142: Code of Practice for the wiring of Premises (hereafter referred to as the 'Wiring Code'). • IEC 1024 (Part 1 and Part 1.1): Code for the protection of structures against lightning hazards. • SANS 1069 Part 1 and Part 2/93: Land Mobile Communications, in conjunction with ETS 300086: Radio equipment and - systems - Land Mobile Service. • The Occupational Health and Safety Act, Act No. 85 of 1993, as amended. • The Municipal by-laws and any special requirements of the local Supply Authority. • The Basic Conditions of Employment Act No 75 of 1997, as amended. • DWS9900 (Second Edition, July 2023): General Corrosion Protection Specification • DWS1601 (Second Edition, March 2026): General Mechanical Specification • DWS1602 (Second Edition, September 2017): Preparation of Mechanical and Electrical Engineering Drawings • DWS1603 (First Edition, March 2026): General Requirements for Storage of Mechanical Equipment on Site • DWS2020 (October 2001): Quality Control • DWS2510/01-DWS2510/14: Supply of Valves • Any other applicable standards stipulated by the Employer's Agent's Representative
SCC12.4.2	NB: Notwithstanding the above list the Contractor shall comply with all Acts, regulations, By-laws etc. which shall apply to the Department's sites and entry thereto
SCC12.4.3	Any conflict that may arise between any regulation of the above-mentioned documents and this specification shall forthwith be referred to the Employer's Agent IN WRITING for his subsequent ruling, BEFORE the Contractor attempts any modification to any part of the works to comply with said regulation.
SCC12.4.4	If any equipment or material to be used complies with a standard issued by a recognised international standards organisation, then such compliance should be stated in the bid documents (Price Schedule).
SCC12.4.5	All equipment or material to be installed shall be new and of an acceptable quality to the Employer's Agent.
SCC12.5	SAFETY CONDITIONS
SCC12.5.1	All work, personnel, materials and equipment shall comply with the relevant requirements of the Occupational Health and Safety Act of 1993 (Act No. 85 of 1993).
SCC12.5.2	The contractor and/or subcontractor shall create a Safety File for the activities to be performed on site, the Safety File shall be signed and submitted to the Department for the Employer's Agent's or his Representative's acceptance. The content of the safety file for each activity shall be stipulated by Employer's Agent or his Representative.
SCC12.5.3	The DWS Project Manager shall issue a work permit to the contractor after the DWS Project Manager or his Representative is satisfied with the contractor's documentation, including the Safety File. No contractor and/or subcontractor shall commence with site activities without the Departmental work permit. The contractor must have as part of his team a person competent to receive the work permit who

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	then shall be fully responsible for the safe execution of such work notwithstanding that the DWS Project Manager shall have full authority to stop or influence the work.
SCC12.5.4	It is the responsibility of the Contractor and the Employer's Agent's Representative to ensure that the equipment to be serviced is safe to work on.
SCC12.5.5	It is an explicit condition of this Contract that the Contractor is solely responsible for the safety of all personnel and/or subcontractors involved in the installation, maintenance, service, repair or refurbishment of equipment and that all work is carried out under acceptable supervision. Agreement in terms of OHS Act section 37(2) shall be signed between the Department and the contractor.
SCC12.5.6	It is the Contractor's responsibility to ensure that all possible safety procedures are followed when working on any equipment or structure and to bring unsafe conditions to the attention of the respective Area/Scheme Manager before commencing any service or repair work whatsoever.
SCC12.5.7	The work area must be in a safe and clean order at all times.
SCC12.5.8	Occupational Health and Safety Act and Regulations (85 of 1993) :
SCC12. 5.8.1	It is an expressed condition that the Contractor and his Subcontractor/s shall execute the contract under the supervision of a competent person appointed in accordance with the General Machinery Regulations .
SCC12. 5.8.2	It shall be the responsibility of the contractor to familiarise themselves with the latest edition of the Occupational Health and Safety Act and Regulations (85 of 1993) to ensure that the provisions of the Act are met with consideration to the range of plant (in some instances the power derived exceeding 3000kVA) and equipment with particular reference to General Machinery Regulations 2(1).
SCC12. 5.8.3	The contractor must have a person ready to be authorised in terms of the ORHVS for HV switching as part of their team under this contract. <i>Being ready for authorisation means the person must have the relevant qualification and the relevant work experience in order to be eligible for authorisation for the specific Departmental sites (someone who has authorisation from other sites such as Eskom, Municipalities, etc.)</i>
SCC12.5.8.3.1	<u>Contractor Employee Authorisation – Supervision, Low voltage, Low and Medium/High Voltage Authorisation</u> In Low and Medium/High voltage environments, safety is essential. A contractor shall have "authorisation ready person" or authorised person to work on Low or Low and Medium/High voltage systems. Authorization ready/authorized personnel must have at least three (3) years switching experience, valid fire fighting course, valid first aid course, Operating Rules for High Voltage System (i.e. ORHVS all 10 modules) and Electrical trade certificate or National/Degree in Electrical. Authorisation ready or/and Authorised person will be required to submit detailed Portfolio of Evidence (POE) for assessment and authorisation by the Department of Water and Sanitation. Information to be submitted by contractor employee/candidate for assessment and authorisation, will include but not limited to the following; • Current or/and previous authorisation/s certificates

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	• Abridged Curriculum Vitae of candidate (biographical information, educational history, • Achievements, work-related experience) • Biographical Information of Candidate • Individual Development Plan • Copy of Candidate's I.D. Document and Qualification • Cross Referencing of Evidence • Cumulative Record of Achievement • Organogram indicating candidate's previous role/s It is the responsibility of the contractor to ensure that all required information and valid documentation are submitted to DWS for assessment and authorization. Portfolio of Evidence must be continually updated with all the relevant procedures, standards, instructions, courses completed and other relevant evidence. Assessment and authorisation will allow such operating/switching authorised person to perform switching, linking, safety testing, earthing and issuing work permit apparatus up to and including 33 kV, which could include operating. Responsible person authorisation shall take a permit and conduct supervision of people working under his/her supervision. Contractor employee may be required attend training on operations and maintenance specific electrical apparatus (i.e. switchgears/transformers, cables, overhead lines) before authorization by DWS.
SCC12.5.9	It is the contractor's responsibility to ensure that any appointed subcontractor is familiar and complies with the safety regulations.
SCC12.5.10	For on-site activities the Contractor/Subcontractor may be required to fully complete the forms as per Annexe B, C, D and E. The forms may not be completed during bidding process.
SCC12.6	BID RATES
SCC12.6.1	The following rates provided during the bidding process for the different types of services expected, as listed in the Technical Specification and Requirements, shall be applicable for all works during contract execution.
SCC12. 6.1.1	The rate used by the contractor during contract execution shall be in line with the monthly rates published by the Department of Transport for private vehicles, for the actual vehicle engine capacity utilised, up to a maximum rate of Category C up to a maximum engine capacity of 2500cc Diesel. There is no provision for an additional rate for towing a trailer.
SCC12. 6.1.2	Specialist sub-contracting, spare parts, materials, goods, services, large equipment hire and other general costs not made up by the bid rates may be charged on a <i>maximum</i> of a cost plus a market related mark-up / handling fee as tendered. Work that qualifies as specialized sub-contracting shall be agreed during the RFQ phase, on the site briefing minutes. • A Maximum markup of 15% shall apply.
SCC12.6.2	Spare parts shall be purchased or manufactured as necessary. If spare parts must be purchased, spare parts shall only be acquired on written authority from the Department's responsible Project Manager. The Department may request the

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	contractor to only supply and deliver spare parts as and when required, to capacitate internal workshops and plant.
SCC12.6.3	Where the need arises, the contractor may be required to carry out day-to-day maintenance. This will be at a discretion of the DWS Project Manager, approved by the Cluster Director.
SCC12.6.4	No markup will be applicable to non-specialized sub-contracting (work that the main contractor is expected to perform), unless otherwise approved by Cluster Director, after which clause SCC12. 6.1.2 shall apply.
SCC12.6.5	During emergency works; a maximum of 20% mark-up may be claimed by the Contractor.
SCC12.6.6	Consumables may be included in the quotation, without the need for three quotations, up to a maximum value of 3% of the project value. For consumables higher than this value three quotations need to be supplied with the quotations. Payment will be based on actual cost plus markup as per Clause SCC12. 6.1.2
SCC12.6.7	The Contractor shall only commence with work <u>once an official purchase order is received, Quality Control Plans (QCPs), approved programme, method statement, design drawings (where applicable) have been approved, Safety File (Accepted by the DWS Safety Officer / Employer's Agent's Representative) and a Departmental work permit has been issued.</u> In the case of an emergency the work can be done on a letter of intent. Official orders may only be issued once a written approval from the Employer's Agent was obtained. Procurement process in the SOP shall be adhered to at all times.
SCC12.6.8	<i>Working Hours:</i> The contractor shall work 8 hours per day, excluding travelling time. Time shall be in accordance with DWS regulations or as agreed between the Contractor and DWS <i>Overtime:</i> The Contractor shall request in writing approval prior to working overtime. Approval will be granted at the discretion of the Engineer. The contractor shall, at request of the Engineer, indicate the benefit of the overtime to the Department. Emergency repairs will be exempted from the above prior approval process. Overtime shall be in accordance with the Basic Conditions of the Employment Act. <i>Travelling time:</i> The travelling time shall be the rates charged for personnel while travelling to and from site in order to execute the required tasks. Only 70% of the labour rate may be claimed for travelling.
SCC12.6.9	<i>Living Out Allowance:</i> The living out allowance shall be in accordance with the DWS approved special daily allowance to compensate for incidental expenses incurred, as received from DPSA. As at 31 March 2026 this rate is R178.87 per day.
SCC12.6.10	<i>Accommodation:</i> - Contractors Mobile Accommodation. Upon agreement between the DWS Project Manager and the Contractor, dependent on location, the Contractor may be allowed to utilise mobile accommodation and be reimbursed up to the maximum rate tendered for accommodation only. - Approved Establishments (Guesthouses etc.) A maximum per person per night including dinner, bed, breakfast and parking, as tendered, shall be claimed.

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	Cost containment as per the National Treasury requirements and Practice Notes shall be applicable. No mark-up or handling fee shall be claimed by the Contractor for accommodation, food, beverages, fuel for vehicles or equipment, etc.
SCC12.6.11	<i>Actual/Direct Expenses</i> Reasonable actual expenses for hiring a car, light delivery vehicle or Minibus, limited to Class B vehicles, when flying to site may be considered by the Employer's Agent, if accompanied by a cost comparison indicating cost saving for the Department without jeopardising the Contractor's ability to perform work on site.
SCC12.7	QUOTATIONS
SCC12.7.1	All work to be performed in terms of this contract will be preceded by a quotation that results from such a request by the Area Office management. After approval of the quotation by the Cluster/SIAM Directors; this approval will initiate the placement of an official order. Only in an emergency, and following the departmental guide lines (and applicable delegations) in this respect, can this work be performed without the issuing of such an order. If quotations for emergency work are submitted, it shall be clearly stated and a brief motivation provided why the work is considered to be urgent / an emergency.
SCC12.7.2	All quotations shall be addressed to the official initiating the work with a copy to the Employer's Agent's Representative and shall include all of the following: • This Contract Number. • The quotation number. • Scheme and Organisation for which the quotation is intended. • Detailed Scope of work (This describes the work to be done in detail and specifies the recourses involved and the exact nature of the work to be done.). • Hourly labour costs for the different levels of skill. • Overtime labour costs for the different levels of skill. • Standby labour costs for the different levels of skill. • Living out allowances. • Travelling costs. • Transport costs (kilometre tariffs). • Large equipment costs (hourly rates). Compressors (electric or internal combustion engine driven) ≥250cfm, HP washers (electric or internal combustion engine driven) ≥450 Bar, pump submersible ≥100mm, pump self priming (internal combustion engine driven) ≥100mm, electric mobile generator ≥15kVA • Material costs. • General costs (e.g. consumable, special products, etc.). • Subcontractor's quotations. (where applicable). • Detailed project plan indicating start and end of project with dates for inspection and a Quality Control Plan (QCP) No additional cost for personal tools and/or small plant shall be accepted for workshop work. A list of costs of all equipment to be charged for shall be submitted with the Bid, see Annexure W.

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	The DWS reserves the right not to utilize the equipment and/or to negotiate the rates charged for the equipment to ensure it is market-related.
SCC12.7.3	The appointed Contractor in each area office has the right to reject any Request for Quotation (RFQ) issued to him. In such cases all Alternate Contractors appointed in all four clusters (DWS03 to DWS06) who is at a minimum "Satisfactory" performance grade, in accordance with the performance evaluation defined in the "Annexe A: Procurement Procedure / Standard Operating Procedure" may be requested to quote on such RFQ. Preference shall first be given to Alternate Contractors at a minimum "Satisfactory" performance grade appointed within the same cluster. Only Alternate Contractors whose CIDB grading allows for the value of the specific project to be executed, shall be utilised.
SCC12.7.4	For SIAM Rehabilitation projects or major CAPEX projects a "mini-competition" between Contractors and Alternate Contractors appointed on DWS03 to DWS06 may apply, to ensure cost-effective project execution, whereafter a fixed price shall be agreed between the DWS and the Contractor, as detailed in the Annexe A: Procurement Procedure / Standard Operating Procedure. Only Contractors and Alternate Contractors whose CIDB grading allows for the value of the specific project to be executed, shall be utilised.
SCC12.8	PAYMENT
SCC12.8.1	Invoices may be submitted for payment following the successful and agreed completion of the work or any part thereof with a copy for certification to the following address: Respective Director's Office who placed the order Or The Office as agreed upon
SCC12.8.2	Claims for payment shall be based ONLY on the Service Report Record , which form part of this document and detailed in Bid Requirements, Price Schedules, or any amplification of the PRICE SCHEDULES as submitted at the time of bidding or as approved in terms of a written VARIATION ORDER.
SCC12.8.3	All invoices for payment shall clearly state the following information: (a) This Contract number. (b) The Contractor's quotation number. (where applicable) (c) Departmental order number and office of issue. (d) Scheme and Organisation for which its service has been provided. (e) Scope of work performed. (f) Date of commissioning.
SCC12.8.4	The following costs must be stated in all invoices: (a) Hourly labour costs for the different levels of skill. (b) Overtime labour costs for the different levels of skill.

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	(c) Standby labour costs for the different levels of skill. (d) Living out allowances. (e) Travelling labour costs. (f) Transport costs (kilometre tariffs). (g) Large equipment costs (hourly rates). (h) Material costs. (i) General costs (e.g. consumable, special products, etc.). (j) Accommodation costs (k) Applicable markup.
SCC12.8.5	Each invoice shall be submitted complete with the following supporting documents: a) All delivery notes where applicable (complete with all equipment serial/model numbers), duly signed by the Employer or his designated representative, for all equipment delivered to site. b) All supporting documentation i.e. invoices of suppliers or Subcontractors. c) Accommodation as per the bid rates. d) Duly signed practical / commissioning certificate. e) Service reports (if services were rendered), signed Quality Control Plan, and applicable manufacturer documentation. f) Certified log sheets of officials. g) Certified time sheets of personnel employed on the project. h) Project Management hours 2% of project cost calculated at the end of the project or agreed maximum hours depending on project complexity.
SCC12.8.6	Requests for partial invoicing and part payment will be considered on an individual basis and must be duly covered by the material or equipment delivered to site or by services rendered by suppliers to achieve certain pre-agreed milestones. These milestones shall be agreed upon during quotation phase as part of the submitted cashflow projection. Part payments will be done once per month per project/deliverable as agreed with the Project Manager. Cashflow projections must indicate the percentage (%) progress and the part-payments can only be claimed on actuals linked to the progress milestones. For any part payment request, the maximum percentage that will be allowed to be paid for material and plant delivered to site and not yet built into the permanent works shall be up to 90% of the value of the material or plant delivered to site. Formal cession of the material or plant to DWS will be required. No upfront payments will be considered. For any part payment request, the maximum percentage that will be allowed to be paid for material and plant at the contractor or subcontractor or manufacturer premises shall be up to 70% of the value of the material or plant as determined by the Project Manager and approved by the Cluster/SIAM Director. Formal cession of the material or plant to DWS will be required. No part payments will be considered, if no performance bond was supplied, where requested.

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SCC12.8.7	The DWS may consider cession agreements between third parties in line with DWS processes. The DWS shall only consider cession agreements upon written request by the main contractor. No mark-up will apply if a cession agreement was requested by the main contractor. The DWS may invoke the Performance Bond in cases of failed payment agreements between the main contractor, subcontractors and/or suppliers.
SCC12.8.8	No final payments will be made unless all updated Operating Manuals and/or drawings have been submitted and the commissioning certificate approved by DWS.
SCC12.8.9	All day-to-day normal administration work and monthly coordinating meetings shall be considered as company overheads. These costs including labour, travelling time, overtime, vehicle costs, subsistence and travelling costs and etc, to attend such monthly coordinating meetings. DWS shall <u>NOT</u> consider any quotations/billing/invoicing associated with travelling to a meeting venue to attend monthly meetings.
SCC12.9	TESTING AND COMMISSIONING
SCC12.9.1	Comprehensive Quality programmes with appropriate hold points shall be drawn up and agreed with the Project Manager. These agreed quality plans must accompany the work acceptance letter and the Project Manager reserves the right to add hold points for his attention. Since the programme is at that stage not fixed, the Project Manager must be <u>informed at least 5 working days before</u> the actual hold points set by him/her is reached. These quality plans shall be strictly adhered to during refurbishment or manufacturing and no work may progress past a certain holding point with the prior approval of the DWS representative
SCC12.9.2	All equipment refurbished, upgraded or repaired in terms of the requirements of this contract shall be set up at the Contractor's or Subcontractor's works for thorough inspection and testing by the Project Manager BEFORE being transferred to site. The equipment shall only be delivered to site upon satisfaction of the Employer's Agent's Representative and the Employer's Agent's Representative reserves the right to carry out quality checks for any transport damages to equipment upon arrival on site. All costs involved for the repairs shall be borne by Contractor. All work performed in the scope of this Contract shall be reported upon in the form of acceptable reports/test certificates etc. at no extra cost.
SCC12.9.3	Any faults, deviations, etc. from the specification discovered during this inspection and testing opportunity at the Contractor's works shall be fully rectified BEFORE any equipment is transported to site.
SCC12.9.4	Final testing will be performed on site during commissioning of the installation.
SCC12.9.5	The Contractor shall submit all test and calibration certificates received from specialist suppliers to the for his approval.
SCC12.10	SERVICE/TEST REPORTS
SCC12.10.1	The Contractor shall provide a spreadsheet every two weeks containing all tasks performed under this contract. There shall be a separate list for each Operational Area. Each list shall contain various headings i.e. work Received, acceptance letter Submitted, work value, Awaiting Payment, Work In Progress, Comments, etc.

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SCC12.10.2	Test reports shall be provided on all activities and tests performed at the request of the DWS Technical Representative.
SCC12.10.3	Where applicable no invoices shall be approved for payment if not accompanied by a full service report, stipulating inter alia the work performed, parts replaced, daily site diary, practical completion certificates, testing and commissioning certificates and any applicable comments.
SCC12.10.4	The Department requires a daily service report for all work done either on site or in the Contractor's or any Subcontractor's workshops. Where services are performed on site, the daily report shall be signed by a site representative and a copy left on site for Departmental records. In addition to the above daily report, a comprehensive report shall be compiled after completion and submitted with invoices.
SCC12.10.5	A copy of the daily service reports shall be available for inspection at all times during the duration of the project both on site and at workshops.
SCC12.10.6	The service reports shall reflect the following information: • The contract number, • Scheme and organisation for which services is intended, • Comprehensive scope of work, • Subcontractor's name and list of personnel on site, • List of personnel on site (names and manpower level) • Arrival and departure times, • Materials and spares used. • Kilometres travelled.
SCC12.10.7	The Contractor shall provide Engineering Occurrence Reports at the request of the DWS.
SCC12.11	GUARANTEE PERIOD AND DEFECTS LIABILITY PERIOD
SCC12.11.1	When the work for which a purchase order has been issued is deemed to be satisfactorily completed a Commissioning Certificate will be issued and the guarantee period shall commence.
SCC12.11.2	The guarantee period for any work done shall be at least one year from the date as specified or may be increased as required and agreed by the parties.
SCC12.11.3	The guarantee period for spare parts or materials acquired or manufactured shall be one year from the date of Commissioning, unless otherwise specified by the suppliers thereof.
SCC12.11.4	During the guarantee period the Contractor shall rectify at its own cost (including travelling cost to Site) any defects that are attributable to faulty material or workmanship.
SCC12.12	SPECIALIST SUB-CONTRACTING
SCC12.12.1	Specialist Contractors may, depending on bids received be appointed for the following services:

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	<u>Electrical:</u> Medium voltage switch gear and protection HV cables and overhead lines Earthing and lightning protection Capacitor banks Variable Speed Drives and Soft Starters Control, meters and Instrumentation Cathodic Protection Telemetry Software, programming, networking and supporting Telecommunications Electrical Security Systems Motors Generators Electrical actuators <u>Mechanical:</u> Cranes and lifting equipment Specialist Valve and Actuator Manufacturers Pump Manufacturers Hydraulic power packs and associated systems Corrosion Protection Packaged water treatment plants Pipe Manufactures Cooling -, fueling -and Ventilation systems Pressure vessels/plant Diving Services Security doors, gates and windows. <u>Civil:</u> Fencing Manufactures Reservoirs and Reservoir linings
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	Canals and Water Conveyance Systems Valve – and outlet chambers Departmental lifts repair, service and maintenance: ONLY when the Department has no lifts maintenance term contract in place, subcontracting of lifts' service providers may be required. Underwater diving services: ONLY when the Department has no diving term contract in place, subcontracting of diving contractors may be required. Associated civil works: ONLY when the Department has no civil term contract in place, subcontracting of civil contractors may be required. • Minor civil works refer to necessary civil works that enable installation and functioning of mechanical and electrical plant, such as plinths, switchgear rooms, cable trenching, rodent control and slabs, etc. • Associated civil works refer to major civil works that are associated with mechanical and electrical works and enclosures.
SCC12.12.2	The minimum criteria for appointing / approving Specialist Contractors are as follows: - Must be the original equipment manufacturers (OEM), certified local agents or specialist in this field. - A supporting letter or documentation will be required.
SCC12.12.3	The Specialist Contractor may be required to do the necessary repairs in coordination with the main Contractor.
SCC12.13	CAPABILITIES OF CONTRACTOR
SCC12.13.1	The contract DWS05-0926 WTE for the Mechanical and Other Related Major Plant and Machinery Installation, Maintenance, Repair and Refurbishment for the Operational Area is a major contract. The Contractor shall have the necessary capability to accomplish the administrative, technical and financial burden required under this Contract. The Contractor must be able to visit sites, receiving and placing of orders, initializing and completing the work, ensure/control quality throughout the project, compiling completion, commissioning certificates and invoices. The Contractor requires extensive personnel and financial resources to successfully handle the contract.
SCC12.13.2	Administrative and Technical Personnel
SCC12.13.3	The Contractor shall need suitably qualified administrative personnel to handle the administrative duties on the contract. The administrative resources of the Contractor will be taken into consideration during the adjudication of the contract. These overhead costs shall be included in the labour rates. Technical personnel such as engineers, technologist, technicians, artisans, safety officers, project managers, etc. will not be allowed to claim for handling administrative duties such as quotations and invoices. Technical personnel utilised on the contract shall be suitably qualified. The contractor shall at all-time keep the list updated for his/her staff.
SCC12.13.4	Engineer
	Engineers shall be in possession of an appropriate four-year Bachelor's degree in Mechanical and/or Electrical Engineering (heavy current) qualification as prescribed

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	by the Engineering Profession of SA Act (1990) plus appropriate three years experience in related field after registration as a Professional Engineer with ECSA.
SCC12.13.5	Technologist
	Technologist shall be in possession of a Bachelor's of Technology or equivalent qualification with at least four years of appropriate experience in the respective mechanical and/or electrical (heavy current) field issued by Universities of Technology (former Technikons) as accredited by ECSA, plus appropriate three years experience in related field after registration as a Professional Engineering Technologist with ECSA.
SCC12.13.6	Technician
	Technicians shall be in possession of a Diploma for Technicians with at least four years of appropriate experience in the respective field or be in possession of an appropriate National Diploma: Engineering Mechanical or Electrical (Heavy Current) Engineering Qualifications that are offered by Universities of Technology (former Technikons) as accredited by ECSA plus appropriate three years' experience in related field after registration as a Professional Engineering Technician with ECSA.
SCC12.13.7	Project Manager
	Project Managers shall have applicable technical and managerial qualifications and at least ten years experience in a related field. The Project Manager shall either be qualified • as a Technician, or Technologist, or Engineer registered as an Engineering Professional with ECSA Or • as a Technician, or Technologist, or Engineer not registered as an Engineering Professional with ECSA with three years experience in project management. Or • as a Specialist Artisan with three years experience in project management. Or • with a built-environment degree/diploma and with three years experience in project management. • registered as a Project Management or Construction Project Management Professional with SACPCMP with three years experience in project management. • Registered as a Project Management Professional (PMP) with three years experience in project management.
SCC12.13.8	Specialist Artisan / Foreman
	A Specialist Artisan shall be in possession of an appropriate National Certificate (Trade test certificate) as accredited by the South African Qualifications Authority with an additional qualification in a specialist field (mechanical / electrical engineering field) and a minimum of six years' experience in the applicable specialist field.
SCC12.13.9	Artisans
	Each Artisan staff shall be in possession of an appropriate National Certificate (Trade test certificate) as accredited by the South African Qualifications Authority. An artisan qualified for example as a diesel mechanic is not suitably qualified to be considered an artisan on valves, cranes, welding, etc.
SCC12.13.10	Safety Officer

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	A Safety Officer shall be in possession of a National Diploma / Degree in OHS Management with a minimum of 3 years' experience in a mechanical and electrical construction / maintenance environment.
SCC12.13.11	The Department requires the details and qualifications of personnel working for the Contractor or any subcontractor be submitted for approval before employment on any of the Departmental Projects.
SCC12.14	WORKSHOP FACILITIES
SCC12.14.1	The contractor must have the facilities or have acceptable formal written agreements with associate companies for the contract period to do a preponderance of the work listed in Technical Specification and Requirements. The facilities shall be within a 500km radius from the Area Office.
SCC12.14.2	Minimum workshop facilities requirements are as follows: • A closed, under cover, ventilated workshop facility complying with the Occupational, Health and Safety Act. • An overhead crane with a capacity of not less than 5 Ton or have the capability to lift loads of 5 Ton. • Lathe(s), milling machine(s), pedestal drill, hydraulic press, welding machine. • Stripping and cleaning bay. • Abrasive blasting area. • Corrosion protection bay. • Testing and quality control area. • Quality control equipment for mechanical/electrical engineering and corrosion protection.
SCC12.14.3	The following equipment is considered to be an example of standard workshop equipment and will thus not attract any hire costs: • General tools i.e. sockets, open and ring spanner sets, pliers, shifting and pipe-wrenches, hammers and torque wrenches. • Use of computer, electrical extension leads, lighting, • Airless spray pump Electric 30 MPa • Flogging spanners, • Airless spray pump 45:1, • Airless spray pump 63:1, • QC instrumentation • Power tools: (pneumatic or electrically driven tools) • Drills and drill bits, pedestal drills, angle grinders, bench grinders, die grinders, power generators to power hand tools, lifting equipment. • Compressor, standby generator, fork lift trucks and cranes. • Lathe, milling machine, hydraulic press, blast pot/pipes/nozzles. • Oxy-acetylene sets (bottles, gauges and torches), Welding machine and associated equipment. • Vacuum cleaners, extractor fan, spray gun gravity, spray pot pressurised inc. gun.
SCC12.15	QUALITY CONTROL
SCC12.15.1	The Contractor and / or Subcontractor shall comply with DWS 2020 and have a Quality Control Plan for all work performed under the Contract. The Quality Control Plan and specification shall be submitted together with the acceptance of work. A pro forma Quality Control sheet shall be submitted with the Bid.
SCC12.15.2	All equipment, materials used and workmanship performed shall be as required and described in terms of this Contract and the Employer's Agent's or his

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	Representative's instructions and shall be subjected to such tests conducted by such persons as the Employer's Agent or his Representative may direct from time to time. These tests may be conducted at the place of manufacture, at the Contractor's Works, on site or at any or all of the aforementioned places.
SCC12.15.3	The Contractor shall supply such assistance, instruments, machines, labour and materials as will normally be required for the examining, measuring and testing of any work or the quality of materials used.
SCC12.15.4	For the purpose of quality surveillance, the Employer's Agent's or his Representative shall be granted access to any part of the Contractor / Subcontractor works relevant to the work being carried out, at any reasonable time. The Specification and Quality Control Plan shall be available at all times during quality surveillance.
SCC12.15.5	Any changes to the scope of work during inspections shall be communicated to the Contractor / Subcontractor in writing. Verbal instructions / agreements are not acceptable. No changes to the scope of work with an effect on the project cost shall be accepted without the approval of the Employer's Agent or his Representative.
SCC12.15.6	The cost of performing all tests as clearly intended by or provided for in this Specification shall be borne by the Contractor.
SCC12.15.7	All individual sub-systems shall be set up at the Contractors Works for the performance of functional and operational tests, so as to prove satisfactory operation thereof as a working system. The Employer's Agent or his designated representative shall witness these tests. Each system shall only be released for transfer to site when so authorised by the Employer's Agent or his designated representative. UNDER NO CIRCUMSTANCES SHALL SYSTEMS BE TRANSPORTED TO SITE BEFORE THE SUCCESSFUL COMPLETION OF THE ABOVE-MENTIONED FACTORY TESTS.
SCC12.15.8	The Employer's Agent or his designated representative shall be notified in writing of the completion of all systems/subsystems for the purpose of factory tests. Such notification shall be given five (5) days in advance.
SCC12.16	MAINTENANCE
SCC12.16.1	PERIOD OF MAINTENANCE
SCC12. 16.1.1	The period of maintenance, with respect to all equipment/systems, that has been factory tested, installed and accepted by the Employer's Agent or his designated representative, will commence on the date of acceptance, as signified IN WRITING by the Employer's Agent or his designated representative.
SCC12. 16.1.2	In the event of the Contractor being required to rectify/repair or being in the process of rectifying/repair of defects/faults prior to or at the date when the Period of Maintenance is due to expire, the Employer's Agent or his representative shall have the right to extend the Period of Maintenance in respect of the portion of the Works being or to be rectified/repared, until such work has been completed. The 'Period of Maintenance' shall be held to include any such extension.
SCC12. 16.1.3	The period of maintenance shall be concluded with an inspection where after a certificate of final completion shall be issued by the Employer's Agent or his representative
SCC12.16.2	CONTRACTORS OBLIGATION DURING THE MAINTENANCE PERIOD

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SCC12. 16.2.1	During the period of maintenance, as described in this section, the Contractor shall maintain and keep all systems and sub-systems in a complete and operational condition, to the satisfaction of the Employer's Agent or his representative.
SCC12. 16.2.2	The Contractor may be required to provide the Employer's Agent or his representative with written 3-monthly reports: - indicating the status/condition of the various systems. - summarising all work performed during the preceding period.
SCC12. 16.2.3	Should any of the systems as installed cease to operate satisfactorily during the Period of Maintenance, the contractor shall be obliged to investigate and repair the fault within a period as required by the Employer's Agent or his representative at no cost to the Department. If in the opinion of the said representative, the fault is deemed to need urgent repair the Contractor holds himself available for 24 hours per day and 7 days per week.
SCC12.16.3	COST OF EXECUTION OF WORK (INVESTIGATION/REPAIR) DURING THE MAINTENANCE PERIOD
SCC12. 16.3.1	All work to be carried out by the Contractor during the Period of Maintenance shall be at his own expense if the necessity thereof shall, in the opinion of the Employer's Agent or his Representative, be due to the use of materials or defective design not in accordance with the Contract or due to neglect or failure on the part of the Contractor to comply with any obligation expressed in this Contract.
SCC12.16.4	MATERIALS USED FOR REPAIR DURING THE PERIOD OF MAINTENANCE
SCC12. 16.4.1	When, in the opinion of the Employer's Agent or his representative, any material used or intended for use is not in accordance with the requirements of the Contract, he/she may order the Contractor in writing to remove any objectionable part of the material immediately and to replace it with acceptable material, without any additional cost to the Employer.
SCC12.16.5	MAINTENANCE AND SERVICING FACILITIES
SCC12. 16.5.1	Each Contractor shall be able to clearly demonstrate possession of adequate servicing and maintenance facilities, including a comprehensive range of spares, to the satisfaction of the Employer's Agent or his representative.
SCC12. 16.5.2	As a further requirement, the precise physical street address and telephone number of the premises nearest to this installation, where these as stated required facilities exist, together with details regarding test equipment and personnel permanently available at this address, shall be furnished along with this statement.
SCC12. 16.5.3	Bidders shall accept as a condition of this contract that any premises indicated in this statement may be inspected at any time during the contract for adequacy in terms of the foregoing requirements.
SCC12.16.6	Personnel used for any work ordered during the period of maintenance shall be appropriately qualified and skilled with proven experience on the equipment and installation in question at all times.
SCC12.16.7	FAULT
SCC12. 16.7.1	All faults and problems experienced shall be reported to the Contractor by telephone, followed by written confirmation thereof via email. The Contractor shall promptly

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	acknowledge receipt of such fault report and shall make the necessary arrangements to get the fault/problem attended to within a period of time acceptable to the Employer's Agent or his representative.
SCC12. 16.7.2	The Employer's Agent or his representative shall keep a fault report book on site. The Employer's personnel shall enter all faults experienced into this book. The Contractor shall countersign next to the reported fault once the fault have been attended to and rectified, complete with time and date of repair.
SCC12.17	DOCUMENTATION
SCC12.17.1	The contractor shall ensure that ALL the relevant documentation required as pertaining to ALL aspects of the equipment and systems as supplied and called for under this contract, is COMPLETE AND THOROUGH in all aspects, to enable staff to operate, understand and maintain the equipment and systems fully and to utilise the equipment to its full potential.
SCC12.17.2	All the documentation called for below, except where otherwise noted, shall be made available BEFORE- installation and commissioning of the equipment will take place. Bidders should note that NO commissioning would be considered by the Employer's Agent or his representative until such time as these conditions are met.
SCC12.17.3	The Contractor shall make provision for the following documentation to be supplied in terms of this contract:
SCC12. 17.3.1	A commissioning record as described below:
SCC12.17.3.1.1	To this extent, the Contractor shall ensure that these manuals called for, are so prepared that in the opinion of the Employer's Agent or his representative, a competent and qualified technician can trace any fault, identify any defective component, replace it with the correct spare and follow, without any difficulty, the exact function of every component. To this end, care shall be taken to correlate the text with the circuit diagrams, to relate the diagrams with one another and to provide a simple method of diagnosis and test to be used wherever problems and faults occur.
SCC12.17.3.1.2	The Contractor shall keep accurate record of all tests carried out and the results thus obtained; all meter readings taken of critical system parameters after installation of the equipment, etc. This information shall be contained in the commissioning manual, which will form the reference to which system performance will be equated during and after the maintenance period have elapsed.
SCC12. 17.3.2	Service manual
	The relevant service manuals supplied shall contain complete equipment schematics; test and alignment procedures, all circuit diagrams, all spares and parts lists and complete troubleshooting procedures. NOTE: NO Photostatted (Photocopied) material will be acceptable.
SCC12. 17.3.3	Design and layout changes
	When any changes to the design or layout of any system are made during the maintenance support or refurbishment of the equipment or scheme, the changes shall be indicated in the Operation and Maintenance Manuals. These changes shall also be documented on detailed drawings. Drawings of new equipment shall be submitted to the Department.
SCC12.17.4	Documentation

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SCC12. 17.4.1	Binding
	The manuals shall be securely bound in A4 size durable, hard-backed plastic, 4 ring binders with a black finish, with clear pockets on the spine and front cover for insertion of title slips containing the contract number, etc. Complete title slip information will be supplied by the Department to the Contractor at an appropriate time. Drawings larger than A4-size shall be contained in separate pockets.
SCC12. 17.4.2	Layout
	A master index, indicating the different sections incorporated into the manual, shall be required. Furthermore, the sections shall be divided with plastic separators, clearly and visibly marked to match the master index, complete with title page and sub-index.
SCC12. 17.4.3	A minimum 2 (two) manuals and 2 (two) electronic format (in a compact disc) must be supplied to the Area Manager or his representative with an additional manual and electronic format to be forwarded to the Directorate: Strategic Asset Management.
SCC12.18	DRAWINGS
SCC12.18.1	All drawings submitted to the Department shall be in accordance with the “ Standards for the preparation of Mechanical Engineering Drawings ” that can be obtained from the Chief Directorate: Infrastructure Operations and Maintenance. A title block containing Departmental information in accordance with type drawing BF 1819 (obtainable from Chief Directorate: Infrastructure Operations and Maintenance) must be included on each drawing sheet. Drawings must be submitted in electronic and printed formats.
SCC12.18.2	Standard Specification: DWS 1602 “Preparation of Mechanical and Electrical Engineering Drawings” shall be applicable. A copy of the standard specification may be obtained from the Chief Directorate: Infrastructure Operations and Maintenance.
SCC12.19	TRAINING
SCC12.19.1	In order for the Department to comply with the National prescript on Skills Development, the Department reserves the right to send its own staff to be trained by the successful Bidder, including formal training courses associated with the project/works. On acceptance of this Bid, the successful Bidder undertakes to share resources, skills & knowledge with our staff.
SCC12.19.2	In terms of the requirements of this contract the Contractor may be required to facilitate training from time to time.
SCC12.19.3	Such training shall include: operation, special maintenance requirements and aspects of design, fabrication and assembly.
SCC12.19.4	Training to be provided by the Contractor shall be directly applicable to the actual equipment being installed on site. Training may be ordered to take place at the following locations:
SCC12. 19.4.1	Training at the Contractor’s Works.
SCC12. 19.4.2	Training on site.
SCC12. 19.4.3	Formal training courses at nominated training service providers.
SCC12.19.5	Training at the Contractor’s Works will be provided for the Employer’s technical staff only. This will entail a detailed practical workshop session, sufficiently comprehensive to enable the Employer’s technical staff to locate and correct problems on site.

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	Attention will be given to all aspects of the maintenance, servicing and fault finding procedures on all equipment supplied. The Contractor will provide all course material, including manuals. For the purpose of compliance regarding the supply of documentation as required per par. 15 (DOCUMENTATION), all manuals provided to the Employers staff will be deemed as subtractable from the total copies to be supplied, as called for above. The Workshop will be attended by a minimum of two persons appointed by the Employer.
SCC12.19.6	First-line maintenance training on site will be provided for the Employer's site personnel, preferably during the installation period and definitely before the date of acceptance.
SCC12.19.7	In view of the above and to allow personnel to become familiar with the equipment and installation, the Employer reserves the right to appoint certain staff to the Contractor's team during installation and commissioning phases. A maximum of two people shall be appointed in this way if considered necessary.
SCC12.19.8	At the conclusion of the respective training periods, the Engineer will evaluate the training provided and will subsequently issue a signed statement to the Contractor, should it be found that these training sessions were adequate.
SCC12.20	SPARES
SCC12.20.1	A list of spares to be supplied in terms of this contract is included in the 'SCOPE OF SUPPLY'-section in the Detail Specification. The Contractor shall recommend all spares that would be required on site for emergency repairs, to prevent excessive system downtime. The unit cost of each item shall be indicated to the Employer's Agent or his Representative for consideration. Items with limited shelf life shall be indicated as such.
SCC12.20.2	It may be required from the Contractor to only supply and deliver spare parts, as and when required, to capacitate any DWS workshop or plant.
SCC12.21	ESCALATION
SCC12.21.1	The labour rates in the Bid document shall be firm for 12 (twelve) months where after it may be escalated in accordance with final SEIFSA indices. The indices from table C3 (a) shall be used for the calculations.
SCC12.21.2	Escalation of rates may be applied for to the Employer's Agent or his Representative when the SEIFSA rates have been published.
SCC12.21.3	All escalation calculations will be based on final or confirmed officially published indices and not provisional indices. Therefore, escalation calculations may only be applied a minimum of 2 months following certification for payment of progress invoices due to the timing of the SEIFSA indices publications.
SCC12.21.4	Materials purchased using the "cost plus agreed mark-up" method of pricing will be considered "current" and will not attract escalation adjustment.
SCC12.21.5	Prices/Rates/Variations quoted for work for which no contract rates exist, shall be considered current, and quoted as such, and will not attract escalation adjustment.
SCC12.21.6	Transport rates shall be updated in accordance with the Department of Transport tariffs. No back dated adjustments of transport rates will be accepted.
SCC12.22	PERFORMANCE OF CONTRACTOR

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SCC12.22.1	Should it be found at any stage of the contract period that the services performed or any component thereof deviates from the specified requirements and that such deviation had not been noted by the Contractor in his bid offer that was accepted, the Contractor will be required to redo such services or any component thereof with work complying with the requirements specified in the documents listed above, at no extra cost to the Employer.
SCC12.22.2	If at any stage of this contract it is found that the Contractor has deviated from the requirements of this specification whether it be by the installation of equipment not specified, etc. or otherwise, without prior WRITTEN consent from the Employer's Agent or his Representative, the Employer's Agent or his Representative shall have the right to order the Contractor to remove such items, equipment, etc. constituting the deviation and to replace it with the exact item, equipment, etc. specified, without any adjustment in the quoted price.
SCC12.22.3	Remedy for Contractor's failure to carry out work as required.
SCC12. 22.3.1	Should the Contractor fail to commence investigation/repair as required within a period of 10 days after receipt of written notice thereof, the Employer shall be entitled to have such work carried out by his own staff or by other Contractors at the Contractor's account.
SCC12. 22.3.2	If such work is work that the Contractor should have carried out at his own cost, as detailed below, the Employer shall be entitled to recover the cost thereof from the Contractor or deduct the same amount from any moneys due or that will become due to the Contractor.
SCC12.23	Penalties
SCC12. 23.1.1	The Engagement Model / Procurement Guideline shall indicate how the Department will deal with Bidder's Non-performance and penalties. See Annexe A.
SCC12. 23.1.2	In the event of poor performance or non-performance of the Contractor, the process detailed in the SOP shall be followed to request quotations from any Alternate Contractor appointed under DWS03 – DWS06 for that area office. Such inter-area office utilisation shall follow the same RFQ process as per the approved SOP and shall not necessitate the signing of a new SLA and shall be delegated to Cluster Directors to approve. Preference shall first be given to Alternate Contractors at a minimum "Satisfactory" performance grade appointed within the same cluster. Only Alternate Contractors whose CIDB grading allows for the value of the specific project to be executed, shall be utilised. The procedure detailed under this clause shall also be applicable to Clause 5.11, Clause 7.8 and Clause 5.7.
SCC12.24	GENERAL GUIDELINES FOR THE CONTRACT
SCC12.24.1	To facilitate the contractor to issue a quotation, it is important to make out a RFQ (Request for Quotation) in three copies. • <u>This document must contain as much details of what is required, as possible.</u> • Indicate the full scope of work, specification and intended program. • It must also be clearly stated what work will be done by the Department; for instance disconnecting equipment, transporting of equipment etc.
SCC12.24.2	This RFQ document can also serve as a permit to enter and inspect the equipment to be quoted for. Access to site shall be communicated and agreed with the Employer's Agent or his Representative.

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SCC12.24.3	The RFQ must be signed by the Area Manager or his appointed representative.
SCC12.24.4	The Contractor shall prepare a quotation as per the approved rates. Copies of the quotation will be forwarded to the Area Office and to the Employer's Agent or his Representative. All enquiries by the Area Office and Employer's Agent or his Representative shall be addressed before an order may be placed and work may commence.
SCC12.24.5	The allocation of work on this four-year term contract <u>may</u> be subjected to price negotiation.
SCC12.24.6	The Area Office will, with the written consent of the Employer's Agent or his Representative, issue an official purchase order. No work shall commence without an official purchase order, approved Quality Control Plan (QCP) and a DWS work permit. On emergency / urgent occasions work may be done following the relevant Departmental emergency / urgent delegation approvals.
SCC12.24.7	Where equipment is refurbished (i.e. pump, motor, valves etc.) quality control is essential. The technical staff of Head Office and/or Regional Office will carry out the inspections as stated in the Quality Plan as agreed on before commencement of the work.
SCC12.24.8	The Contractor must inform the Employer's Agent or his Representative and the Area Manager at least a week in advance when equipment will be delivered, and when the Technical staff of the scheme will be required to do connections etc.
SCC12.24.9	When the work is completed, the Contractor's completion certificate must be completed, signed by the Employer's Agent or his Representative and Area Manager or his appointed representative and sent to the Contractor, so that they can make out the invoice for payment. A copy must also be sent to Head Office.

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1.2.3 CONTRACT SPECIFIC DATA

The General Conditions of Contract for Construction Works, Fourth Edition, 2025 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 Fourth Edition (2025), are applicable to this Contract:

PART 1: DATA PROVIDED BY THE EMPLOYER		
Clause	Description	Information
1.1.1.13	Defects liability period	12 months
1.1.1.14	Due Completion Date	As stipulated in the SLA
1.1.1.15	The name of Employer	The Director General of the Department of Water and Sanitation
1.2.1.2	The address of the Employer	Department of Water and Sanitation Sedibeng Building 185 Francis Baard Steet Pretoria 0001
1.1.1.16	The name of the Employers Agent	Mr. Thulani Ngati
1.2.1.2	The address of the Employers Agent	DWS: Northern Operations – Cluster Office, Hartbeespoort.
1.1.1.26	The Pricing Strategy	Re-measurable, based on rates
3.2.3	Specific approval of the Employer required	The Employer's Agent is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties: 3.2.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time

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		under Clause 5.12 of these conditions. 3.2.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3. 3.2.3.3 The approval of any claim submitted by the Contractor in terms of Clause 10.1.
5.1.1.1	Special non-working days	1. Statuary holidays as declared by National or Regional Government. 2. Three weeks annual Builders holiday December to January (dates to be confirmed) As PER SAFCEC To Be Announced
5.8.1	Non-working days	Sundays
5.3.1	The documentation required before commencement with works execution:	Health and Safety File (Clause 4.3) Initial programme (Clause 5.6) Security (Clause 6.2) Insurance (Clause 8.6) Method Statements (as required by the applicable Specifications) Quality Control Plans Other documents as specified in C3
5.3.2	The time to submit the documentation required before commencement with Works execution	14 calendar days
5.4.2	The access and possession of the Site	Shall not be exclusive to the Contractor but as set out in the Site Information (C3: Scope of work)
5.13.1	The penalty for failing to complete the Works	The penalty for failing to complete the Works is: 1/14 % of the Project Quoted Price per Calendar Day
5.14.1	Requirements for practical completion	Final QCP approved (signed off)
5.16.3	The latent defect period	The latent defect period is 10 years after date of completion
6.2	Security	The Department requires a performance bond in the form of a Bank Guarantee to the value of 10% of the Contract Value on work rendered under the Contract (where applicable). A Performance Bond will thus be calculated on the total amount of each purchase order issued to the Contractor. The Department requires Retention of 5% of the Contract Value on work rendered under the Contract.
6.8.2	Application of the Contract Price Adjustment Factor	The value of the certificates issued shall be adjusted in accordance with the Contract

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		Price Adjustment Schedule with the following values: The value of “x” is 0.15 the portion, expressed as a decimal of unity, not subject to adjustment. The values of the coefficients are: a = 0.25 Labour b = 0.25 Contractor’s equipment (Plant) c = 0.4 Material d = 0.1 Fuel “L” is the “Labour Index” and shall be the obtained from the relevant SEIFSA tables. “P” is the “Plant Index” and shall be the obtained from the relevant SEIFSA tables. “M” is the “Materials Index” and shall be the obtained from the relevant SEIFSA tables. “F” is the “Fuel Index” and shall be the obtained from the relevant SEIFSA tables. The base month is the month prior to the latest date for submission of the tender.
6.10.3	The limit of retention money	5%, with no limit of cumulative retention money.
8.6.1.3	The limit of indemnity for liability insurance	The limit of indemnity for liability insurance is R 10 000 000.00 for any single claim. The number of claims during the construction and defects liability period shall be unlimited.
10.5	Dispute resolution by amicable settlement	10.5.1- In the event of any dispute arising from this Contract, including the implementation, execution, interpretation, rectification, termination or cancellation of this Contract, the Project Managers responsible for implementation of the Contract shall make every effort to settle such dispute amicably within the agreed timeframe. 10.5.2- If the dispute is not capable of being settled in accordance with the provisions of 10.5.1 the dispute shall be elevated to the Parties’ Accounting Officer/Executive level, or their duly designated representatives who must attempt to resolve the dispute within a period of 30 (thirty) days.

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		10.5.3- Should the dispute still remain unresolved by the Accounting Officer/Executive level of the Parties, the dispute shall be settled by a competent court of law with jurisdiction to hear the matter.
10.8.1	The determination of disputes	Court proceedings

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PART 2: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the General Conditions of Contract for Construction Works, Fourth Edition (2025) 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	

(End of Section C1.2)

NAME OF TENDER: _____

COMPANY NAME: _____

SIGNATURE OF TENDER: _____

DATE: _____

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DEPARTMENT OF WATER AND SANITATION

DWS05-0926 WTE

FOUR-YEAR TERM CONTRACT FOR MECHANICAL AND OTHER RELATED MAJOR PLANT AND MACHINERY INSTALLATION, MAINTENANCE, REPAIR, REFURBISHMENT AND UPGRADE FOR EASTERN OPERATIONS (KWAZULU-NATAL). ONLY RESPONDENTS WITH CIDB GRADING 8ME OR HIGHER ARE ELIGIBLE TO BID

C1.3 PRO FORMA PERFORMANCE GUARANTEE

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C1.3 PRO FORMA PERFORMANCE GUARANTEE

Tender Reference No: DWS05-0926 WTE

General Conditions of Contract for Construction Works, Fourth Edition (2025)

PRO FORM PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Fourth Edition (2025).

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

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

CONTRACT DETAILS

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

1. VARIABLE PERFORMANCE GUARANTEE

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

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

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

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

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

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

2. FIXED PERFORMANCE GUARANTEE

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

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

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

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1 The Guarantor hereby acknowledges that:

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

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

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

3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment

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

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

Initial _____

Signed at:

Date:

Guarantor's signatory (1):

Capacity:

Guarantor's signatory (2):

Capacity:

Witness signatory (1):

Witness signatory (2):

Initial _____



DEPARTMENT OF WATER AND SANITATION

DWS05-0926 WTE

FOUR-YEAR TERM CONTRACT FOR MECHANICAL AND OTHER RELATED MAJOR PLANT AND MACHINERY INSTALLATION, MAINTENANCE, REPAIR, REFURBISHMENT AND UPGRADE FOR EASTERN OPERATIONS (KWAZULU-NATAL). ONLY RESPONDENTS WITH CIDB GRADING 8ME OR HIGHER ARE ELIGIBLE TO BID

C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

Initial _____

C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

Tender Reference No: DWS05-0926 WTE

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

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

.....

in his capacity as:

AND:

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

.....

in his capacity as:
duly authorized to sign on behalf of the Contractor.

Compensation Fund (FEMA) Number:

INTRODUCTION

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

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

The Contractor acknowledges and accepts that it is an employer in its own right and hereby acknowledges and accepts that it is obliged to comply with 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;

Initial _____

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

2 REPORTING

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

Initial _____

- 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.

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4 INDEMNITY BY CONTRACTOR

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

5 CLARIFICATION

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

6 DURATION OF AGREEMENT

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

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

On this day of 20.....

Signature _____

For and on behalf of the Contractor:

Name and Surname: _____

Company Name: _____

In his/her capacity as: _____

AS WITNESSES:

1. _____ 2. _____

Name (in capitals):

Initial _____

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

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

AS WITNESSES:

1. _____ 2. _____

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

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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

DWS05-0926 WTE

FOUR-YEAR TERM CONTRACT FOR MECHANICAL AND OTHER RELATED MAJOR PLANT AND MACHINERY INSTALLATION, MAINTENANCE, REPAIR, REFURBISHMENT AND UPGRADE FOR EASTERN OPERATIONS (KWAZULU-NATAL). ONLY RESPONDENTS WITH CIDB GRADING 8ME OR HIGHER ARE ELIGIBLE TO BID

THE CONTRACT

C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.2 PRICING SCHEDULES



DEPARTMENT OF WATER AND SANITATION

DWS05-0926 WTE

FOUR-YEAR TERM CONTRACT FOR MECHANICAL AND OTHER RELATED MAJOR PLANT AND MACHINERY INSTALLATION, MAINTENANCE, REPAIR, REFURBISHMENT AND UPGRADE FOR EASTERN OPERATIONS (KWAZULU-NATAL). ONLY RESPONDENTS WITH CIDB GRADING 8ME OR HIGHER ARE ELIGIBLE TO BID

C2.1 PRICING INSTRUCTIONS

C2.1 PRICING INSTRUCTIONS

1. GENERAL

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

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

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

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

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

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Pricing Schedule has been prepared in general accordance with the project and specific requirements outlined in the project and particular specifications.

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

3. QUANTITIES REFLECTED IN THE SCHEDULE

For the purpose of adjudication of this Bid specific sites have been chosen containing a representative number of components for the region. It must be emphasized that these sites and associated labour allocation are intended for adjudication of the tendered rates only, and is not a representation of expected labour to be allocated during project execution.

4. PRICING OF THE SCHEDULE

The prices tendered exclude the cost of spares. The rate includes the cost of all staff required (cost / hour) plus all overheads where appropriate, and the guarantee of all parts, materials and workmanship. All prices given must **exclude** VAT.

Each table must be completed in full and the total from each brought to the summary table. Adjudication will be based on the total.

For adjudication purposes, the Department specified the manpower level, accommodation and estimated specialist sub-contracting and materials as deemed required as well as the number of hours to do the specific task.

For adjudication purposes it shall be assumed that all the items are located at the different Dams to have a more realistic comparison of cost for contractors based in different centres.

Transport cost should reflect the transport cost of personnel to and from these sites for removal and installation of equipment as well as the transporting of equipment to and from your workshop.

Items where the Tenderer has added terminology such as "inclusive" or "not applicable" will be regarded as an incomplete pricing schedule and will not be accepted during the evaluation of the bid.

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

5. CORRECTION OF ENTRIES

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

6. UNITS OF MEASUREMENT

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

Non-Standard Abbreviations	
Abbreviation	Unit
%	Percent
No.	Number
Prov sum; PS	Provisional sum
R/only; R/o	Rate only
Sum, Lump sum	sum

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

For the purposes of this Pricing Schedule, the following terms shall have the meanings assigned to them:

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

8. ARITHMETICAL ERRORS

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

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

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

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

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

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

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

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

9. PROVISIONAL ITEMS

All items designated as "Provisional" in the Pricing Schedule shall not be amended by the bidder.

10. CIDB Contract Skills Development Goals (CSDG)

During contract execution, some projects may be designated for CSDG. The contractor shall determine the CSDG, expressed in Rand, which shall not be less than the sub-total multiplied by a percentage (%) factor given in Table 2 of the Standard for the applicable class of construction works for such applicable projects. For the purpose of bid adjudication, CSDG shall not be considered.

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

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



DEPARTMENT OF WATER AND SANITATION

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C2.2 PRICING SCHEDULES

Contract

Part C2: Pricing Data

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C2.2 – Pricing Schedules



DEPARTMENT OF WATER AND SANITATION

DWS05-0926 WTE

FOUR-YEAR TERM CONTRACT FOR MECHANICAL AND OTHER RELATED MAJOR PLANT AND MACHINERY INSTALLATION, MAINTENANCE, REPAIR, REFURBISHMENT AND UPGRADE FOR EASTERN OPERATIONS (KWAZULU-NATAL). ONLY RESPONDENTS WITH CIDB GRADING 8ME OR HIGHER ARE ELIGIBLE TO BID

C2.2 PRICING SCHEDULES

PRICING SCHEDULE – NON-FIRM PRICES

SBD 3.2

(PURCHASES)

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

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

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

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

Contract

Initial_____

Part C2: Pricing Data

C2.2 – Pricing Schedules

1. LABOUR AND ACCOMMODATION COSTS

The following labour costs per appropriate skill level is required (per hour, unless otherwise specified). All prices given must **exclude** VAT.

LEVEL	NORMAL TIME	OVERTIME	TRAVELLING TIME	STANDBY TIME	ACCOMMODATION (Rate/person/night)
Engineer (E1) Pr. Eng					
Engineer (E2)					
Technologist (ET1) Pr. Tech Eng					
Technologist (ET2)					
Technician (T1) Pr. Techni Eng					
Technician (T2)					
Project Manager (PM1) PMP or equivalent					
Project Manager (PM2)					
Safety Officer (SO)					
Specialist Artisan(SA) / Foreman					
Artisan (A)					
Semi Skilled (SS)					
Driver – EHMV (D)					
General Worker (GW)					

Labour information

The Bidder shall submit, with their **bid**, a complete list of **personnel** (from the rank of Artisan upwards) to be involved with this contract together with summarised Curriculum Vitae. The **Curriculum Vitae** shall indicate details such as **name, age, nationality, date of nationality** including qualifications and **relevant** experience. The bidder shall also submit an organogram of those individuals. Find attached an example of summarised Curriculum Vitae. Failure to submit the supporting CVs with the bid **may** disqualify your bid.

Personnel: Individuals in the permanent employment of the contractor.

The contractor shall at all times keep the list updated for his and his sub-contractor's staff

Travelling time:

The travelling time shall be the rates charged for personnel while travelling to and from site in order to execute the required tasks. Only 70% of the labour rate may be claimed for travelling.

Accommodation:

- Contractors Mobile Accommodation. Upon agreement between the DWS Project Manager and the Contractor, dependent on location, the Contractor may be allowed to utilise mobile accommodation and be reimbursed up to the maximum rate tendered for accommodation only.
- Approved Establishments (Guesthouses etc.) A maximum per person per night including dinner, bed, breakfast and parking, as tendered, shall be claimed.

Cost containment as per the National Treasury requirements and Practice Notes shall be applicable.

Contract

Initial_____

Part C2: Pricing Data

C2.2 – Pricing Schedules

No mark-up or handling fee shall be claimed by the Contractor for accommodation, food, beverages, fuel for vehicles or equipment, etc.

2. TRANSPORT COSTS

Tariff is in **cents per kilometre** (exclusive of VAT) as from the dates below: No back charge of tariffs will be made before the under-mentioned dates for invoices already processed.

The rate used by the contractor during contract execution shall be in line with the monthly rates published by the Department of Transport for private vehicles, for the actual vehicle engine capacity utilised, up to a maximum rate of Category C, up to a maximum engine capacity of 2500cc Diesel. For bidding purposes, this maximum rate has already been completed in the tables.

Heavy and Extra Heavy Motor Vehicles (Diesel) (Bidder to complete)

Load Capacity in (Tonne)	Rate per Kilometre (Cents/km) (Bidder to complete)
5 to 8 Tonne (drop-side)	
5 to 8 Tonne (with crane)	
10 to 14 Tonne (drop-side)	
10 to 14 Tonne (with crane)	
20 to 30 Tonne (flat-deck)	

RATE PER KILOMETRE (Cents/km) = this rate must include the driver/operator and is expressed in Cents/km.

NOTE: 1) Escalation according to SEIFSA rates/indices shall apply for fuel and labour costs.

2) Complete above table in full

Rates for all vehicles not listed above must be supplied by the bidder for approval.

NB There is no provision for an additional rate for towing a trailer.

3. EQUIPMENT COSTS

- The cost of the equipment to perform the duties as per each item shall not be considered for purposes of adjudicating the bid.
- Small tools, instruments and quality control instruments cost such as vacuum cleaner, drills, angle grinders etc. shall be considered to be part of the Production Artisan, Quality Inspector's, etc labour cost.
- For the purpose of performing factory tests as required in terms of this specification and where considered practical according to the discretion of the Engineer, complete assemblies will be required.

4.SPECIFIC INSTALLATION FOR ADJUDICATION PURPOSES

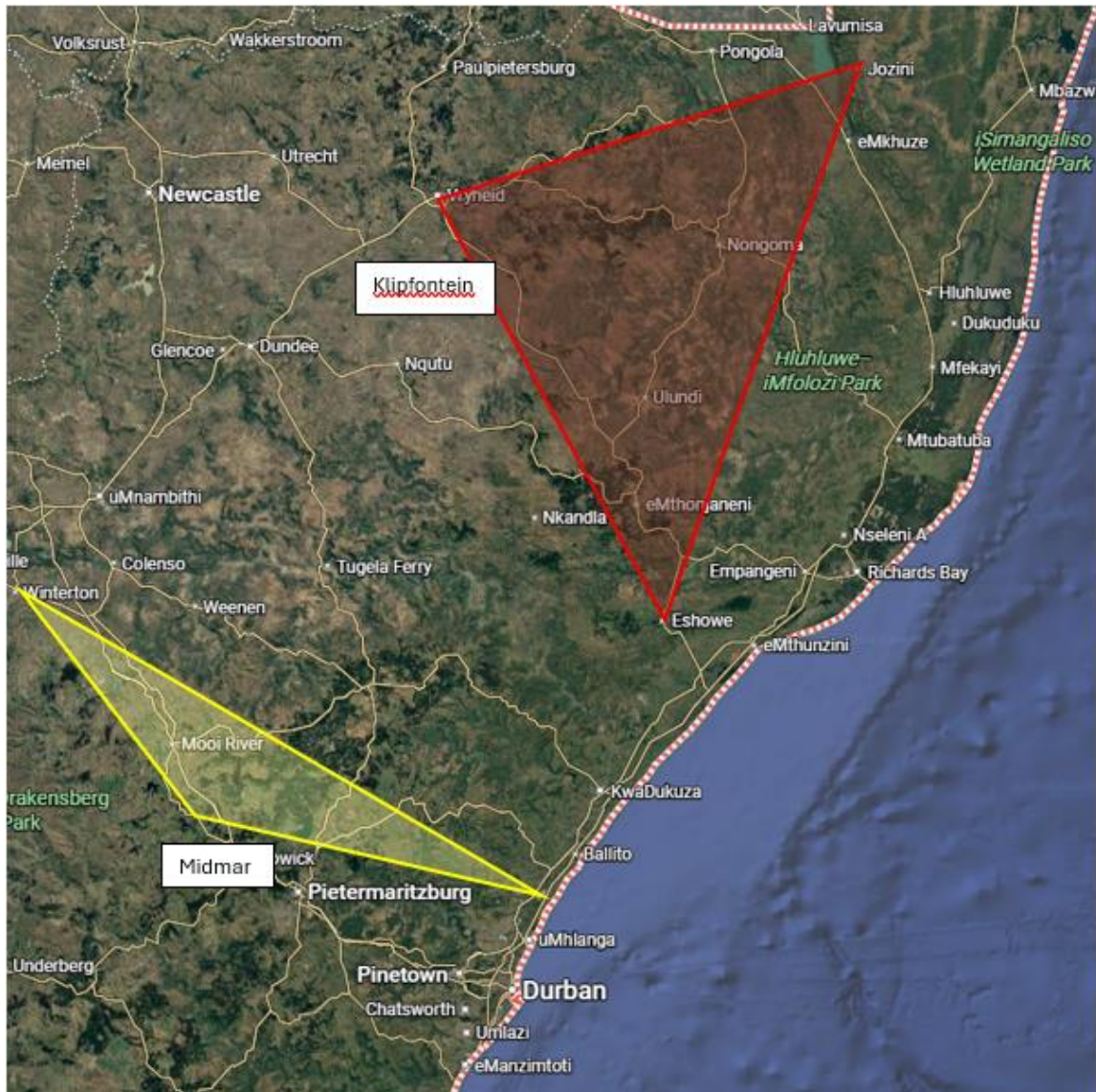
For the purpose of adjudication of this Bid three specific sites have been chosen per area office bid for, triangulating a representative area of each area office and containing a representative number of components for evaluation. It must be emphasized that these sites and associated labour allocation are intended for adjudication of the tendered rates only, and is not a representation of expected labour to be allocated during project execution

Contract

Initial_____

Part C2: Pricing Data

C2.2 – Pricing Schedules



Contract

Initial _____

Part C2: Pricing Data

C2.2 – Pricing Schedules

1. EASTERN OPERATIONS KLIPFONTEIN AREA OFFICE

1.1. REFURBISHMENT OF EMERGENCY GATE AT KLIPFONTEIN DAM (Weight: 10 TON) GPS location of equipment: 27° 50' 30'' S30° 49' 03'' E.

*Bidder to complete (Compulsory): *GPS location of bidder's workshop: _____

*Distance: _____ km (1 trip to site & back)

*Travelling time: _____ hours (1 trip to site & back)

SCOPE OF WORK	LEVEL OF MANPOWER	RATE (FROM PAR.1 ABOVE)	NO OF HOURS	TOTAL: SUM OF (QUANTITY x RATE x HOURS FOR EACH RESOURCE)
Project management	1xPM1		20	
Removal and rigging	2xA; 4xGW; 1xSO	; ;	16;16;16	
Disassemble	1xA; 2xGW; 1xT1	; ;	24;24;24	
Inspect	1xSA; 1xA; 1xET1	; ;	4;8;8	
Report, prepare quality control plans, finalising scope of work	1xPM1; 1xSO; 1xE1	; ;	24;24;24	
Structural repairs (welding, machining, fettling, etc.)	1xSA; 1xA; 2xGW	; ;	40;40;40	
Final blast to SA 3	1xA; 1xSS	; ;	16;16	
Coat (Epoxy minimum DFT of 600µm)	1xA; 1xSS	; ;	24;24	
Reassemble	1xA; 2xGW	; ;	40;40	
Replacement of rubber seals and lashing strips	1xA; 2xGW	; ;	16;16	
QC inspections during refurbishment	1xSA; 1xET2	; ;	40;40	
Rigging and installation	2xA; 4xGW; 1xSO	; ;	16;16;16	
Testing and Commission	1xPM1; 1xSA; 1xE1	; ;	8;8;8	
Report and submit completed quality control sheets	1xPM2; 1xE2	; ;	24;24	
			Total	
Travelling Time		RATE	HOURS	
Travelling for pre-quotation inspection (2 trips to site and back)	1xPM1; 1xE1; 1xA	; ;	 x2 trips	

Travelling remove the equipment. (1 trip to site and back)	2xA; 4xGW;1xSO	;	;	 x1 trip	
Equipment to your works for refurbishment (2 trips to site and back)	1xA;1xSS; 1xD	;	;	 x2 trips	
Equipment to site after refurbishment (2 trips to site and back)	1xA;1xSS; 1xD	;	;	 x2 trips	
Travelling to install equipment (3 trips to site and back)	2xA; 4xGW;1xSO	;	;	 x3 trips	
Travel for pre-commissioning tests (2 trips to site and back)	1xSA; 1xE1	;		 x2 trips	
Travel to test and commission (2 trips to site and back)	1xPM1; 1xSA; 1xE1	;	;	 x2 trips	
				Total	
Accommodation	Nights			NO OF NIGHTS	
Accommodation	1xPM1; 1xSA; 1xE1	;	;	14;14;14	
Accommodation	2xA; 4xGW;1xSO	;	;	14;14;14	
				Total	
SUB-TOTAL (excl. VAT)					

Transport cost for item 1.1

For adjudication purposes the transport cost on the item will be calculated on the following criteria: See the Travelling Time in the Table above for the detail of trips. The maximum allowable vehicle rate has been selected for adjudication purposes only.

The equipment is located at **Klipfontein Dam**

TRAVELLING REQUIRED	TYPE OF VEHICLE (DEPARTMENT OF TRANSPORT – JUNE 2026)	RATE/ KM (C/KM)	DISTANCE (KM) (TO SITE AND BACK)	NO OF TRIPS	TOTAL AMOUNT
Travelling for pre-quotation inspection (2 trips to site and back)	Category C – 2500cc Diesel	688,1		2	
Travelling remove the equipment. (1 trip to site and back)	Category C – 2500cc Diesel	688,1		1	
Equipment to your works for refurbishment (2 trips to site and back)	Category C – 2500cc Diesel	688,1		2	
Equipment to site after refurbishment (2 trips to site and back)	Category C – 2500cc Diesel	688,1		2	
Travelling to install equipment (3 trips to site and back)	Category C – 2500cc Diesel	688,1		3	
Travel for pre-commissioning tests (2 trips to site and back)	Category C – 2500cc Diesel	688,1		2	
Travel to test and commission (2 trips to site and back)	Category C – 2500cc Diesel	688,1		2	
TOTAL TRANSPORT COST (EXCL. VAT)					R

Specialised sub-contractor & Material cost for item 1.1

For adjudication purposes the cost of specialised sub-contracting and material have been estimated. Bidders are required to add their markup, which shall also be used during execution of the contract, up to a maximum of 15%.

SPECIALIST SUBCONTRACTOR & MATERIAL COST (ESTIMATE)	% MARK-UP (TO BE COMPLETED BY BIDDER)	TOTAL COST
R 100 000		R
TOTAL SPECIALIST SUB-CONTRACTOR & MATERIAL COST (EXCL. VAT)		R

TOTAL COST FOR ITEM 1.1 (EXCL. VAT)

R

1.2 REPLACEMENT OF ELECTRIC MOTOR AT PONGOLAPOORT DAM (Weight 10 TON) GPS location of equipment: **27° 25' 17" S; 32° 4' 17" E.**

***Bidder to complete (Compulsory):**

*GPS location of bidder's workshop: _____

*Distance _____ km (1 trip to site & back)

*Travelling time: _____ hours (1 trip to site & back)

SCOPE OF WORK	LEVEL OF MANPOWER	RATE (FROM PAR.1 ABOVE)	NO OF HOURS	TOTAL: SUM OF (QUANTITY x RATE x HOURS FOR EACH RESOURCE)
Project management	1xPM2		20	
Removal and rigging	2xA; 4xGW;1xSO	;	16;8;16	
Report, prepare quality control plans, finalising scope of work	1xPM1;1xSO;1xT2	;	24;24;24	
QC inspections during manufacturing	1xSA; 1xET1	;	40;40	
Rigging and installation	2xA; 4xGW;1xSO	;	16;8;16	
Testing and Commission	1xPM2; 1xSA; 1xE1	;	8;8;8	
Report and submit completed quality control sheets	1XPM1; 1xE2	;	8;16	
			Total	
Travelling Time		RATE	NO OF HOURS	
Travelling for pre-quotation inspection (2 trips to site and back)	1xPM2; 1xT1; 1xA	;	 x2 trips	
Travelling remove the equipment. (1 trip to site and back)	2xA; 4xGW;1xSO	;	 x1 trip	
Equipment to your works (2 trips to site and back)	1xA;1xSS; 1xD	;	 x2 trips	
Equipment to site (2 trips to site and back)	1xA;1xSS; 1xD	;	 x2 trips	
Travelling to install equipment (3 trips to site and back)	2xA; 4xGW;1xSO	;	 x3 trips	

Travel for pre-commissioning tests (2 trips to site and back)	1xSA; 1xE1	;	 x2 trips	
Travel to test and commission (2 trips to site and back)	1xPM2; 1xSA; 1xE1	; ;	 x2 trips	
			Total	
Accommodation			NO OF NIGHTS	
Accommodation	1xPM2; 1xSA; 1xE1	; ;	10;10;10	
Accommodation	2xA; 4xGW;1xSO	; ;	10;10;10	
			Total	
SUB-TOTAL (excl. VAT)				

Transport cost for item 1.2

For adjudication purposes the transport cost on the item will be calculated on the following criteria: See the Travelling Time in the Table above for the detail of trips. The maximum allowable vehicle rate has been selected for adjudication purposes only.

The equipment is located at **Pongolapoort Dam**

TRAVELLING REQUIRED	TYPE OF VEHICLE	RATE/ KM (C/KM)	DISTANCE (KM) (TO SITE AND BACK)	NO OF TRIPS	TOTAL AMOUNT
Travelling for pre-quotation inspection (2 trips to site and back)	Category C – 2500cc Diesel	688,1		2	
Travelling remove the equipment. (1 trip to site and back)	Category C – 2500cc Diesel	688,1		1	
Equipment to your works (2 trips to site and back)	Category C – 2500cc Diesel	688,1		2	
Equipment to site (2 trips to site and back)	Category C – 2500cc Diesel	688,1		2	
Travelling to install equipment (3 trips to site and back)	Category C – 2500cc Diesel	688,1		3	
Travel for pre-commissioning tests (2 trips to site and back)	Category C – 2500cc Diesel	688,1		2	
Travel to test and commission (2 trips to site and back)	Category C – 2500cc Diesel	688,1		2	
TOTAL TRANSPORT COST (EXCL. VAT)					R

Specialised sub-contractor & Material cost for item 1.2

For adjudication purposes the cost of specialised sub-contracting and material have been estimated. Bidders are required to add their markup, which shall also be used during execution of the contract, up to a maximum of 15%.

SPECIALIST SUBCONTRACTOR & MATERIAL COST (ESTIMATE)	% MARK-UP (TO BE COMPLETED BY BIDDER)	TOTAL COST (ESTIMATE PLUS MARKUP)
R 1 000 000		R
TOTAL SPECIALIST SUB-CONTRACTOR & MATERIAL COST (EXCL. VAT)		R

TOTAL COST FOR ITEM 1.2 (EXCL. VAT)

R

1.3 REFURBISHMENT OF Ø 1200MM SLEEVE VALVE AT GOEDERTROUW DAM

(Weight: 2 ton)

GPS location of equipment: 28° 46' 38" S; 31° 28' 59" E

*Bidder to complete (Compulsory): *GPS location of bidder's workshop: _____
 *Distance: _____ km (1 trip to site & back)
 *Travelling time: _____ hours (1 trip to site & back)

SCOPE OF WORK	LEVEL OF MANPOWER	RATE (FROM PAR.1 ABOVE)	NO OF HOURS	TOTAL: SUM OF (QUANTITY x RATE x HOURS FOR EACH RESOURCE)
Project management	1xPM1;		30	
Removal and rigging	4xA; 4xGW;1xSO	; ;	24;24;16	
Disassemble	1xA; 1xET2; 1xT2	; ;	16;24;24	
Inspect	1xSA; 1xD; 1xE1	; ;	8;8;24	
Report, prepare quality control plans, finalising scope of work	1xPM2;1xSO;1xE1	; ;	24;24;24	
Structural repairs (welding, machining, fettling, etc.)	1xSA; 1xA; 2xGW	1xT2	40;40;40	
Final blast to SA 3	1xA;1xSS	; ;	16;16	
Coat (Epoxy minimum DFT of 600µm)	2xA;1xSS	; ;	24;24	
Reassemble	1xA; 2xGW; 1xT1	; ;	30;30;30	
Replacement of rubber seals	1xA; 2xGW	; ;	16;8	
QC inspections during refurbishment	1xSA; 1xET2	; ;	40;40	
Rigging and installation	2xA; 4xGW;1xSO	; ;	16;16;16	
Testing and Commission	1xPM1; 1xSA; 1xE1	; ;	16;8;16	
Report and submit completed quality control sheets	1xPM2; 1xE2	; ;	24;24	
			Total	
Travelling Time		RATE	HOURS	
Travelling for pre-quotation inspection (3 trips to site and back)	1xPM1; 1xE1; 1xA	; ;	 x3 trips	
Travelling remove the equipment. (1 trip to site and back)	2xA; 4xGW;1xSO	; ;	 x1 trip	

Equipment to your works for refurbishment (2 trips to site and back)	1xA;1xSS; 1xD	;	;	 x2 trips	
Equipment to site after refurbishment (2 trips to site and back)	1xA;1xSS; 1xD	;	;	 x2 trips	
Travelling to install equipment (3 trips to site and back)	2xA; 4xGW;1xSO	;	;	 x3 trips	
Travel for pre-commissioning tests (2 trips to site and back)	1xSA; 1xE2	;		 x2 trips	
Travel to test and commission (2 trips to site and back)	1xPM2; 1xSA; 1xE1	;	;	 x3 trips	
				Total	
Accommodation	Nights			NO OF NIGHTS	
Accommodation	1xPM2; 2xSA; 1xE1	;	;	12;12;12	
Accommodation	3xA; 4xGW;1xSO	;	;	12;12;12	
				Total	
SUB-TOTAL (excl. VAT)					

Transport cost for item 1.3

For adjudication purposes the transport cost on the item will be calculated on the following criteria: See the Travelling Time in the Table above for the detail of trips. The maximum allowable vehicle rate has been selected for adjudication purposes only.

The equipment is located at **Goedertrouw Dam**

TRAVELLING REQUIRED	TYPE OF VEHICLE (DEPARTMENT OF TRANSPORT – JUNE 2026)	RATE/ KM (C/KM)	DISTANCE (KM) (TO SITE AND BACK)	NO OF TRIPS	TOTAL AMOUNT
Travelling for pre-quotation inspection (2 trips to site and back)	Category C – 2500cc Diesel	688,1		3	
Travelling remove the equipment. (1 trip to site and back)	Category C – 2500cc Diesel	688,1		1	
Equipment to your works for refurbishment (2 trips to site and back)	Category C – 2500cc Diesel	688,1		2	
Equipment to site after refurbishment (2 trips to site and back)	Category C – 2500cc Diesel	688,1		2	
Travelling to install equipment (3 trips to site and back)	Category C – 2500cc Diesel	688,1		3	
Travel for pre-commissioning tests (2 trips to site and back)	Category C – 2500cc Diesel	688,1		2	
Travel to test and commission (2 trips to site and back)	Category C – 2500cc Diesel	688,1		3	
TOTAL TRANSPORT COST (EXCL. VAT)					R

Specialised sub-contractor & Material cost for item 1.3

For adjudication purposes the cost of specialised sub-contracting and material have been estimated. Bidders are required to add their markup, which shall also be used during execution of the contract, up to a maximum of 15%.

SPECIALIST SUBCONTRACTOR & MATERIAL COST (ESTIMATE)	% MARK-UP (TO BE COMPLETED BY BIDDER)	TOTAL COST
R 500 000		R
TOTAL SPECIALIST SUB-CONTRACTOR & MATERIAL COST (EXCL. VAT)		R

TOTAL COST FOR ITEM 1.3 (EXCL. VAT)

R

2. EASTERN OPERATIONS – MIDMAR AREA OFFICE

2.1 REFURBISHMENT OF FINE SCREENS AT HAZELMERE DAM (Weight: 5 TON)

GPS location of equipment: **29° 35' 52" S 31° 2' 35" E.**

***Bidder to complete (Compulsory):** *GPS location of bidder's workshop: _____

*Distance: _____ km (1 trip to site & back)

*Travelling time: _____ hours (1 trip to site & back)

SCOPE OF WORK	LEVEL OF MANPOWER	RATE (FROM PAR.1 ABOVE)	NO OF HOURS	TOTAL: SUM OF (QUANTITY x RATE x HOURS FOR EACH RESOURCE)
Project management	1xPM1		20	
Removal and rigging	2xA; 4xGW;1xSO	; ;	16;16;16	
Disassemble	1xA; 2xGW; 1xT1	; ;	24;24;24	
Inspect	1xSA; 1xA; 1xET1	; ;	4;8;8	
Report, prepare quality control plans, finalising scope of work	1xPM1;1xSO;1xE1	; ;	24;24;24	
Structural repairs (welding, machining, fettling, etc.)	1xSA; 1xA; 2xGW	; ;	40;40;40	
Final blast to SA 3	1xA;1xSS	; ;	16;16	
Coat (Epoxy minimum DFT of 600µm)	1xA;1xSS	; ;	24;24	
Reassemble	1xA; 2xGW	; ;	40;40	
Replacement of miscellaneous parts	1xA; 2xGW	; ;	16;16	
QC inspections during refurbishment	1xSA; 1xET2	; ;	40;40	
Rigging and installation	2xA; 4xGW;1xSO	; ;	16;16;16	
Testing and Commission	1xPM1; 1xSA; 1xE1	; ;	8;8;8	
Report and submit completed quality control sheets	1XPM2; 1xE2	; ;	24;24	
			Total	
Travelling Time		RATE	HOURS	
Travelling for pre-quotation inspection (2 trips to site and back)	1xPM1; 1xE1; 1xA	; ;	 x2 trips	

Travelling remove the equipment. (1 trip to site and back)	2xA; 4xGW;1xSO	;	;	 x1 trip	
Equipment to your works for refurbishment (2 trips to site and back)	1xA;1xSS; 1xD	;	;	 x2 trips	
Equipment to site after refurbishment (2 trips to site and back)	1xA;1xSS; 1xD	;	;	 x2 trips	
Travelling to install equipment (3 trips to site and back)	2xA; 4xGW;1xSO	;	;	 x3 trips	
Travel for pre-commissioning tests (2 trips to site and back)	1xSA; 1xE1	;		 x2 trips	
Travel to test and commission (2 trips to site and back)	1xPM1; 1xSA; 1xE1	;	;	 x2 trips	
				Total	
Accommodation	Nights			NO OF NIGHTS	
Accommodation	1xPM1; 1xSA; 1xE1	;	;	14;14;14	
Accommodation	2xA; 4xGW;1xSO	;	;	14;14;14	
				Total	
SUB-TOTAL (excl. VAT)					

Transport cost for item 2.1

For adjudication purposes the transport cost on the item will be calculated on the following criteria: See the Travelling Time in the Table above for the detail of trips. The maximum allowable vehicle rate has been selected for adjudication purposes only.

The equipment is located at **Hazelmere Dam**

TRAVELLING REQUIRED	TYPE OF VEHICLE (DEPARTMENT OF TRANSPORT – JUNE 2026)	RATE/ KM (C/KM)	DISTANCE (KM) (TO SITE AND BACK)	NO OF TRIPS	TOTAL AMOUNT
Travelling for pre-quotation inspection (2 trips to site and back)	Category C – 2500cc Diesel	688,1		2	
Travelling remove the equipment. (1 trip to site and back)	Category C – 2500cc Diesel	688,1		1	
Equipment to your works for refurbishment (2 trips to site and back)	Category C – 2500cc Diesel	688,1		2	
Equipment to site after refurbishment (2 trips to site and back)	Category C – 2500cc Diesel	688,1		2	
Travelling to install equipment (3 trips to site and back)	Category C – 2500cc Diesel	688,1		3	
Travel for pre-commissioning tests (2 trips to site and back)	Category C – 2500cc Diesel	688,1		2	
Travel to test and commission (2 trips to site and back)	Category C – 2500cc Diesel	688,1		2	
TOTAL TRANSPORT COST (EXCL. VAT)					R

Specialised sub-contractor & Material cost for item 2.1

For adjudication purposes the cost of specialised sub-contracting and material have been estimated. Bidders are required to add their markup, which shall also be used during execution of the contract, up to a maximum of 15%.

SPECIALIST SUBCONTRACTOR & MATERIAL COST (ESTIMATE)	% MARK-UP (TO BE COMPLETED BY BIDDER)	TOTAL COST
R 100 000		R
TOTAL SPECIALIST SUB-CONTRACTOR & MATERIAL COST (EXCL. VAT)		R
TOTAL COST FOR ITEM 2.1 (EXCL. VAT)		R

Initial _____

2.2 REFURBISHMENT OF BUTTERFLY VALVE AT SPIOENKOP DAM (Weight: TBC)

GPS location of equipment: **28° 40' 47" S, 29° 30' 59" E.**

***Bidder to complete (Compulsory):** *GPS location of bidder's workshop: _____

*Distance _____ km (1 trip to site & back)

*Travelling time: _____ hours (1 trip to site & back)

SCOPE OF WORK	LEVEL OF MANPOWER	RATE (FROM PAR.1 ABOVE)	NO OF HOURS	TOTAL: SUM OF (QUANTITY x RATE x HOURS FOR EACH RESOURCE)
Project management	1xPM1;		30	
Removal and rigging	4xA; 4xGW;1xSO	;	24;24;16	
Disassemble	1xA; 1xET2; 1xT2	;	16;24;24	
Inspect	1xSA; 1xD; 1xE1	;	8;8;24	
Report, prepare quality control plans, finalising scope of work	1xPM2;1xSO;1xE1	;	24;24;24	
Structural repairs (welding, machining, fettling, etc.)	1xSA; 1xA; 2xGW	1xT2	40;40;40	
Final blast to SA 3	1xA;1xSS	;	16;16	
Coat (Epoxy minimum DFT of 600µm)	2xA;1xSS	;	24;24	
Reassemble	1xA; 2xGW; 1xT1	;	30;30;30	
Replacement of rubber seals	1xA; 2xGW	;	16;8	
QC inspections during refurbishment	1xSA; 1xET2	;	40;40	
Rigging and installation	2xA; 4xGW;1xSO	;	16;16;16	
Testing and Commission	1xPM1; 1xSA; 1xE1	;	16;8;16	
Report and submit completed quality control sheets	1xPM2; 1xE2	;	24;24	
			Total	
Travelling Time		RATE	HOURS	
Travelling for pre-quotation inspection (3 trips to site and back)	1xPM1; 1xE1; 1xA	;	 x3 trips	

Initial _____

Travelling remove the equipment. (1 trip to site and back)	2xA; 4xGW;1xSO	;	;	 x1 trip	
Equipment to your works for refurbishment (2 trips to site and back)	1xA;1xSS; 1xD	;	;	 x2 trips	
Equipment to site after refurbishment (2 trips to site and back)	1xA;1xSS; 1xD	;	;	 x2 trips	
Travelling to install equipment (3 trips to site and back)	2xA; 4xGW;1xSO	;	;	 x3 trips	
Travel for pre-commissioning tests (2 trips to site and back)	1xSA; 1xE2	;		 x2 trips	
Travel to test and commission (2 trips to site and back)	1xPM2; 1xSA; 1xE1	;	;	 x3 trips	
				Total	
Accommodation	Nights			NO OF NIGHTS	
Accommodation	1xPM2; 2xSA; 1xE1	;	;	12;12;12	
Accommodation	3xA; 4xGW;1xSO	;	;	12;12;12	
				Total	
SUB-TOTAL (excl. VAT)					

Initial _____

Transport cost for item 2.2

For adjudication purposes the transport cost on the item will be calculated on the following criteria: See the Travelling Time in the Table above for the detail of trips. The maximum allowable vehicle rate has been selected for adjudication purposes only.

The equipment is located at **Spioenkop Dam**

TRAVELLING REQUIRED	TYPE OF VEHICLE (DEPARTMENT OF TRANSPORT – JUNE 2026)	RATE/ KM (C/KM)	DISTANCE (KM) (TO SITE AND BACK)	NO OF TRIPS	TOTAL AMOUNT
Travelling for pre-quotation inspection (2 trips to site and back)	Category C – 2500cc Diesel	688,1		3	
Travelling remove the equipment. (1 trip to site and back)	Category C – 2500cc Diesel	688,1		1	
Equipment to your works for refurbishment (2 trips to site and back)	Category C – 2500cc Diesel	688,1		2	
Equipment to site after refurbishment (2 trips to site and back)	Category C – 2500cc Diesel	688,1		2	
Travelling to install equipment (3 trips to site and back)	Category C – 2500cc Diesel	688,1		3	
Travel for pre-commissioning tests (2 trips to site and back)	Category C – 2500cc Diesel	688,1		2	
Travel to test and commission (2 trips to site and back)	Category C – 2500cc Diesel	688,1		3	
TOTAL TRANSPORT COST (EXCL. VAT)					R

Specialised sub-contractor & Material cost for item 2.2

For adjudication purposes the cost of specialised sub-contracting and material have been estimated. Bidders are required to add their markup, which shall also be used during execution of the contract, up to a maximum of 15%.

SPECIALIST SUBCONTRACTOR & MATERIAL COST (ESTIMATE)	% MARK-UP (TO BE COMPLETED BY BIDDER)	TOTAL COST
R 500 000		R
TOTAL SPECIALIST SUB-CONTRACTOR & MATERIAL COST (EXCL. VAT)		R

TOTAL COST FOR ITEM 2.2 (EXCL. VAT)	R
--	----------

Initial _____

2.3 REFURBISHMENT OF SLEEVE VALVE AT SPRING GROVE DAM (Weight: TBC)

GPS location of equipment: 29° 19' 21" S; 29° 56' 37.9" E

*Bidder to complete (Compulsory): *GPS location of bidder's workshop: _____

*Distance _____ km (1 trip to site & back)

*Travelling time: _____ hours (1 trip to site & back)

SCOPE OF WORK	LEVEL OF MANPOWER	RATE (FROM PAR.1 ABOVE)	NO OF HOURS	TOTAL: SUM OF (QUANTITY x RATE x HOURS FOR EACH RESOURCE)
Project management	1xPM1;		30	
Removal and rigging	4xA; 4xGW;1xSO	;	24;24;16	
Disassemble	1xA; 1xET2; 1xT2	;	16;24;24	
Inspect	1xSA; 1xD; 1xE1	;	8;8;24	
Report, prepare quality control plans, finalising scope of work	1xPM2;1xSO;1xE1	;	24;24;24	
Structural repairs (welding, machining, fettling, etc.)	1xSA; 1xA; 2xGW	1xT2	40;40;40	
Final blast to SA 3	1xA;1xSS	;	16;16	
Coat (Epoxy minimum DFT of 600µm)	2xA;1xSS	;	24;24	
Reassemble	1xA; 2xGW; 1xT1	;	30;30;30	
Replacement of rubber seals	1xA; 2xGW	;	16;8	
QC inspections during refurbishment	1xSA; 1xET2	;	40;40	
Rigging and installation	2xA; 4xGW;1xSO	;	16;16;16	
Testing and Commission	1xPM1; 1xSA; 1xE1	;	16;8;16	
Report and submit completed quality control sheets	1xPM2; 1xE2	;	24;24	
			Total	
Travelling Time		RATE	HOURS	
Travelling for pre-quotation inspection (3 trips to site and back)	1xPM1; 1xE1; 1xA	;	 x3 trips	

Initial _____

Travelling remove the equipment. (1 trip to site and back)	2xA; 4xGW;1xSO	;	;	 x1 trip	
Equipment to your works for refurbishment (2 trips to site and back)	1xA;1xSS; 1xD	;	;	 x2 trips	
Equipment to site after refurbishment (2 trips to site and back)	1xA;1xSS; 1xD	;	;	 x2 trips	
Travelling to install equipment (3 trips to site and back)	2xA; 4xGW;1xSO	;	;	 x3 trips	
Travel for pre-commissioning tests (2 trips to site and back)	1xSA; 1xE2	;		 x2 trips	
Travel to test and commission (2 trips to site and back)	1xPM2; 1xSA; 1xE1	;	;	 x3 trips	
				Total	
Accommodation	Nights			NO OF NIGHTS	
Accommodation	1xPM2; 2xSA; 1xE1	;	;	12;12;12	
Accommodation	3xA; 4xGW;1xSO	;	;	12;12;12	
				Total	
SUB-TOTAL (excl. VAT)					

Initial _____

Transport cost for item 2.3

For adjudication purposes the transport cost on the item will be calculated on the following criteria: See the Travelling Time in the Table above for the detail of trips. The maximum allowable vehicle rate has been selected for adjudication purposes only.

The equipment is located at **Spring Grove Dam**

TRAVELLING REQUIRED	TYPE OF VEHICLE (DEPARTMENT OF TRANSPORT – JUNE 2026)	RATE/ KM (C/KM)	DISTANCE (KM) (TO SITE AND BACK)	NO OF TRIPS	TOTAL AMOUNT
Travelling for pre-quotation inspection (2 trips to site and back)	Category C – 2500cc Diesel	688,1		3	
Travelling remove the equipment. (1 trip to site and back)	Category C – 2500cc Diesel	688,1		1	
Equipment to your works for refurbishment (2 trips to site and back)	Category C – 2500cc Diesel	688,1		2	
Equipment to site after refurbishment (2 trips to site and back)	Category C – 2500cc Diesel	688,1		2	
Travelling to install equipment (3 trips to site and back)	Category C – 2500cc Diesel	688,1		3	
Travel for pre-commissioning tests (2 trips to site and back)	Category C – 2500cc Diesel	688,1		2	
Travel to test and commission (2 trips to site and back)	Category C – 2500cc Diesel	688,1		3	
TOTAL TRANSPORT COST (EXCL. VAT)					R

Specialised sub-contractor & Material cost for item 2.3

For adjudication purposes the cost of specialised sub-contracting and material have been estimated. Bidders are required to add their markup, which shall also be used during execution of the contract, up to a maximum of 15%.

SPECIALIST SUBCONTRACTOR & MATERIAL COST (ESTIMATE)	% MARK-UP (TO BE COMPLETED BY BIDDER)	TOTAL COST
R 500 000		R
TOTAL SPECIALIST SUB-CONTRACTOR & MATERIAL COST (EXCL. VAT)		R

TOTAL COST FOR ITEM 2.3 (EXCL. VAT)	R
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Initial _____

SUMMARY: EASTERN OPERATIONS

EASTERN OPERATIONS MIDMAR AREA

TABLE NUMBER	SUB-TOTAL (excluding VAT)
Sub Total From Item 1.1	
Sub Total From Item 1.2	
Sub Total From Item 1.3	
GRAND TOTAL (excluding VAT)	
GRAND TOTAL (including VAT)	

EASTERN OPERATIONS KLIPFONTEIN AREA

TABLE NUMBER	SUB-TOTAL (excluding VAT)
Sub Total From Item 2.1	
Sub Total From Item 2.2	
Sub Total From Item 2.3	
GRAND TOTAL (excluding VAT)	
GRAND TOTAL (including VAT)	

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PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECTED TO ESCALLATION

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

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

Where:

X = Fixed 15% (0,15) of the original bid price. Are portion of the bid price remains firm, it is not subject to any price escalations.

a = Factor of the bid price for Labour

b = Factor of the bid price for Contractors Equipment

c = Factor of the bid price for Material

d = Factor of the bid price for Fuel

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

"Lt", "Pt", "Mt" & "Ft" = Index figure obtained from SEIFSA from time to time **(As defined in C1.2.3 – Clause 6.8.2)**

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

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

Index Lo = Dated.....

Index Po = Dated.....

Index Mo = Dated.....

Index Fo = Dated.....

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

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FACTORS ("a", "b", "c" & "d")	PERCENTAGE OF BID PRICE
a	25% (0,25)
b	25% (0,25)
c	40% (0,4)
d	10% (0,1)
TOTAL	100%

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B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

Initial _____



DEPARTMENT OF WATER AND SANITATION

DWS05-0926 WTE

FOUR-YEAR TERM CONTRACT FOR MECHANICAL AND OTHER RELATED MAJOR PLANT AND MACHINERY INSTALLATION, MAINTENANCE, REPAIR, REFURBISHMENT AND UPGRADE FOR EASTERN OPERATIONS (KWAZULU-NATAL). ONLY RESPONDENTS WITH CIDB GRADING 8ME OR HIGHER ARE ELIGIBLE TO BID

C3 SCOPE OF WORKS

This bid for a four-year contract is to, when required, support the National Water Resources Infrastructure (NWRI) Operations, Strategic Asset Management and other Infrastructure Projects of the Department of Water and Sanitation, Eastern Operations, with the supply, installation, repair, refurbishment, upgrade, maintenance and project / contract / contractor supervision of mechanical and other related works installations and equipment associated with the Department of Water and Sanitation installations.

The service to be provided shall include all types of maintenance, and emergency repairs.

1	LIST OF EQUIPMENT (Major items to be found, in all or in part, at the Departmental Schemes. This equipment can be immovable or moveable assets.)
1.1.	ELECTRICAL EQUIPMENT
1.1.1.	General electrical reticulation and lights.
1.1.2.	Induction and synchronous motors with sizes ranging from 1 kW up to 8MW, up to voltages of 11 kV.
1.1.3.	Low voltage switchgear 380 V.
1.1.4.	Generators (up to 500 kVA) - Diesel and petrol driven
1.1.5.	Direct current supply units (50 V up to 110 V).
1.1.6.	Control panels for pump-sets, valves and dam control gates.
1.1.7.	Meters, general instrumentation and large controllers.
1.1.8.	Electrical circuits (Cranes, Gates, Valves etc.).
1.1.9.	Radio and telemetry equipment.

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1.1.10.	Instruments and computer-controlled equipment.
1.1.11.	Electrical actuators.
1.1.12.	High Voltage switchgear (up to 33kV), High Voltage overhead lines and cables (up to 33kV), High Voltage Motors (up to 8MW and up to 11kV), Protection systems, Transformers, Minisubs, High Voltage reticulation systems.
1.1.13.	Switchgear protection equipment
1.1.14.	Variable speed drives
1.1.15.	Passenger lifts
1.1.16.	Water flow meters (ultrasonic, magnetic, differential pressure, propeller) for pipes up to 3 m diameter.
1.1.17.	Cathodic Protection systems
1.1.18.	Electricity distribution systems for offices, personnel housing and all other relevant equipment.
1.1.19.	Electrified security fencing.
1.1.20.	Radio and telemetry equipment.
1.2	MECHANICAL EQUIPMENT / PLANT
1.2.1.	Pumps of various sizes and types
1.2.2.	Internals of pumps: Up to 4000 l/s and 300 m head.
1.2.3.	Borehole-pump and Drainage pump installations.
1.2.4.	Packaged water treatment plant (portable water (drinking) and pump station cooling water plants)
1.2.5.	Small and medium water purification systems
1.2.6.	Small sewerage plants
1.2.7.	Pipeline coatings
1.2.8.	Pipeline linings
1.2.9.	Valves - Types of Valves: Butterfly, needle, gate, reflux, ball, air, sleeve, body and float control valves, ring follower, jet flow, spherical, knife gate, weight assisted, air etc.
1.2.10.	Valve mechanisms'
1.2.11.	Manual, hydraulically and air operated actuators for operation of the valves
1.2.12.	Dam control gates: Radial -, Crest -, Emergency - and Slab Gates.
1.2.13.	Isolating plugs, Sluice -, Maintenance - and service gates
1.2.14.	Trash racks and fine screens (maximum 3 m x 4 m).
1.2.15.	Hydraulic equipment
1.2.16.	Overhead travelling Cranes, JIB, Gantry and various lifting equipment / structures of up to 200 tonnes.
1.2.17.	Cooling – and Ventilation systems
1.2.18.	Pressure vessels / plant
1.2.19.	Workshop equipment,
1.2.20.	Compressors: Reciprocating, single/multistage centrifugal and lobe compressor units (up to 8 m ³ /min).
1.2.21.	Earthmoving equipment, batch plants, mobile lifting equipment and related driven equipment (e.g. tractors)
1.2.22.	Boats and barges
1.2.23.	Quality control equipment and software
1.2.24.	Tools and related equipment
1.3	CIVIL EQUIPMENT / STRUCTURES

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1.3.1.	Pipelines with diameters of up to 3 m in diameter. (pipe material: Steel, Stainless steel, Pre-stressed Concrete, Asbestos Cement, Glass Reinforced Polyester, Plastic, PVC & uPVC, Fibreglass and HDPE).
1.3.2.	Reservoirs
1.3.3.	Reservoir linings
1.3.4.	Canals and Water Conveyance Systems
1.3.5.	Fencing
1.3.6.	Pump Station Buildings
1.3.7.	Valve – or Control chambers
1.3.8.	Security upgrades
1.3.9.	Residential, workshops and office facilities
1.3.10.	Survey equipment
2	ACTIVITIES TO BE PERFORMED:
2.1.	Using proven experience and ability the Contractor shall be able to evaluate malfunction, diagnose failure, stripping, repair, refurbish, upgrade, design, install, test, commissioning and provide skilled maintenance on the above list of plant and equipment:
2.2.	Repairs to Roofs, Plinths, Floors, Doors and Windows etc at Residential, workshops and office facilities
2.3.	Supply, install, repair, refurbish and load testing facilities of up to 200 tonnes, including the issue of appropriate certificates.
2.4.	Renewing and licencing applications, including utility applications.
2.5.	Quantity surveying services.
2.6.	Services as may be specified from time to time by the DWS.
2.7.	Provision of heavy vehicle transport service repair and maintenance facilities.
2.8.	Emergency breakdown service.
2.9.	Provision of contractual supervision services.
3	SPECIALIST – AND ENGINEERING SERVICES
3.1.	Efficiency tests on up to 4000 kW pump-sets by utilising thermodynamic testing method with the issue of appropriate test reports.
3.2.	Endoscope inspections on pump/valve/pipeline internals with the issue of appropriate test reports.
3.3.	Internal pipeline inspections, eg. leak detection, pipe pigging inspections, camera inspections, etc.
3.4.	Rebuilding of pumps to an alternative specification.
3.5.	Machining facilities: Light, medium and heavy machining facilities, fabrication and on site in-situ machining.
3.6.	Corrosion protection coatings as specified by the Department of Water and Sanitation. (Blasting & Coating).
3.7.	Water flow meter and pressure/temperature transducer testing and calibration services and general instrumentation.
3.8.	Mechanical, electrical and technical investigation expertise.
3.9.	Reverse mechanical engineering techniques.
3.10.	Oil testing and purification facilities.
3.11.	Preventative maintenance and testing including Tan Delta tests on electrical motors up to 11kV , 8MW
3.12.	Underground cable fault location and repair
3.13.	Environmental services

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3.14.	Contractor may be required to appoint and supervise competent diving contractors.
3.15.	Contractor may be required to appoint and supervise competent lift service providers.
3.15	Contractor may be required to appoint and supervise competent civil contractors.
3.16	Turnkey projects
4	COMPETENCE IN PROVIDING THE FOLLOWING SERVICES:
4.1.	Project Management.
4.2.	Preventative maintenance plans on large installations with regard to auxiliary and main equipment.
4.3.	Liaison with original equipment manufacturers.
4.4.	Implementation of statutory safety standards.
4.5.	Working procedures on all relevant equipment
4.6.	Power consumption versus flow calculations
4.7.	Value/cost analysis.
4.8.	Material testing/identification capabilities and facilities.
4.9.	Test Reports: Test reports shall be provided on all tests performed or as requested by the Employer's Agent or his Representative.
4.10.	Existing Documents: The Department will furnish the necessary documents with regard to the form of reports, such as technical details, drawings, components, test results, items replaced and comments where possible.
4.11.	New Documents: Prospective Bidders should have the capabilities however of drafting report documents/forms where no official documents currently exist including full Operating and Maintenance Manuals.
4.12.	Sourcing of APP (Approved Professional Person) for works requiring APP approval and Dam Safety Office approval.
5	STATUTORY REQUIREMENTS
5.1.	The maintenance and installation of all works under this bid shall always comply with the applicable requirements, stipulations and regulations contained in the prescripts, (including any other applicable legislation):
5.1.1	Occupational Health and Safety Act 85 of 1993 (Act & Regulations)
5.1.2	Applicable quality standards (e.g. SANS, ISO standards, etc.)
5.1.3	Asset Management Standards (e.g. PAS 55, etc.)
5.1.4	DWS Standards and Specifications
5.1.5	National Environmental Management Act (NEMA), Act 107 of 1998
5.1.6	National Water Act 36 of 1998, including Dam Safety Regulations.
6	QUALITY CONTROL
6.1	The contractor or approved sub-contractor shall adhere to the departmental specification DWS 2020 and all applicable quality standards.
6.2	The contractor's quality management system shall be in accordance with the applicable quality standards (e.g. SANS ISO 9001, etc.)
6.3	The contractor shall implement a comprehensive quality control programme and accept full responsibility for the quality of his/her workmanship and material used, irrespective of any quality surveillance that may be carried out by the DWS.
6.4	In keeping with the principles contained in the above-mentioned code of practice, the contractor or any selected and approved sub-contractor(s) shall -
(a)	be responsible for compliance with all the clauses of this specification in every respect;

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(b)	carry out all inspections and tests called for in the specification in the presence of the Employer's Agent or his appointed representative. The cost of these inspections and tests shall be included in the price; and																																													
(c)	draft a quality control plan for manufacture and compliance with the Departmental quality plan for corrosion protection of all components indicating all the intended stages of testing during manufacture, cleaning, preparation and application as well as hold points for independent quality surveillance.																																													
6.5	The quality control plans will not be compromised once in agreement and shall be adhered to at all times.																																													
7	WORKSHOP ASSEMBLY																																													
7.1	To minimise actual on-site time and to assist in the erection and installation activities to be performed on site, all components, equipment and sub-assemblies shall be assembled at the contractor's workshop.																																													
7.2	Individual components, units etc. of which the prior installation / assembly is not feasible or advisable, shall be clearly marked in such a manner that the actual installation / assembly thereof on site can be completed in the minimum time with a minimum of fitting and adjusting required.																																													
7.3	Equipment should be delivered to site in the largest sub-assemblies that are practical and advisable. For the purpose of performing factory tests as required in terms of this Specification and where considered practical according to the discretion of the DWS, complete assemblies will be required.																																													
8.	LOCAL PRODUCTION AND CONTENT																																													
Local production and content will only be a compliant requirement at the stage of actual procurement when the actual size of the designated product/item is specified for under a particular project.																																														
8.1	VALVES																																													
	<table><tr><th>DESCRIPTION OF ITEM</th><th></th><th></th><th></th><th></th><th>MINIMUM THRESHOLD</th></tr><tr><th>Types of Valves</th><th>Pressure type</th><th>Size</th><th>Pressure Rating (or imperial equivalent)</th><th></th><th>% Local Content per unit</th></tr><tr><td rowspan="2">a) Check valves (Non-Return valves, Reflux valves, Tilting Disk valves, Double Door, Multi Door, Swing Check)</td><td>Low pressure</td><td>80mm – 3500mm</td><td>PN6-PN25</td><td></td><td>70%</td></tr><tr><td>High pressure</td><td>80mm – 2500mm</td><td>Class 150-1500 Metric PN25-PN250</td><td></td><td>70%</td></tr><tr><td rowspan="2">b) Butterfly Valves (Rotating Disk valves, Rotary Control valve, Quarter Turn Gate valve)</td><td>Low pressure</td><td>80mm – 3500mm</td><td>PN6-PN25</td><td></td><td>70%</td></tr><tr><td>High pressure</td><td>80mm – 3500mm</td><td>Class 150-1500 Metric PN25-PN250</td><td></td><td>70%</td></tr><tr><td rowspan="2">c) Ball Valves (Spherical valves, Rotary valves)</td><td>Low pressure</td><td>20mm-300mm</td><td>PN10-PN25</td><td></td><td>70%</td></tr><tr><td>High pressure</td><td>20mm-600mm</td><td>Class 150-4500 Metric PN25-PN450</td><td></td><td>70%</td></tr></table>	DESCRIPTION OF ITEM					MINIMUM THRESHOLD	Types of Valves	Pressure type	Size	Pressure Rating (or imperial equivalent)		% Local Content per unit	a) Check valves (Non-Return valves, Reflux valves, Tilting Disk valves, Double Door, Multi Door, Swing Check)	Low pressure	80mm – 3500mm	PN6-PN25		70%	High pressure	80mm – 2500mm	Class 150-1500 Metric PN25-PN250		70%	b) Butterfly Valves (Rotating Disk valves, Rotary Control valve, Quarter Turn Gate valve)	Low pressure	80mm – 3500mm	PN6-PN25		70%	High pressure	80mm – 3500mm	Class 150-1500 Metric PN25-PN250		70%	c) Ball Valves (Spherical valves, Rotary valves)	Low pressure	20mm-300mm	PN10-PN25		70%	High pressure	20mm-600mm	Class 150-4500 Metric PN25-PN450		70%
DESCRIPTION OF ITEM					MINIMUM THRESHOLD																																									
Types of Valves	Pressure type	Size	Pressure Rating (or imperial equivalent)		% Local Content per unit																																									
a) Check valves (Non-Return valves, Reflux valves, Tilting Disk valves, Double Door, Multi Door, Swing Check)	Low pressure	80mm – 3500mm	PN6-PN25		70%																																									
	High pressure	80mm – 2500mm	Class 150-1500 Metric PN25-PN250		70%																																									
b) Butterfly Valves (Rotating Disk valves, Rotary Control valve, Quarter Turn Gate valve)	Low pressure	80mm – 3500mm	PN6-PN25		70%																																									
	High pressure	80mm – 3500mm	Class 150-1500 Metric PN25-PN250		70%																																									
c) Ball Valves (Spherical valves, Rotary valves)	Low pressure	20mm-300mm	PN10-PN25		70%																																									
	High pressure	20mm-600mm	Class 150-4500 Metric PN25-PN450		70%																																									

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d)	Gate Valves (RSVs, Wedge Gates, Sluice valves, Parallel Slides, Penstocks, Bonnet Gates, Scour valves)	Low pressure	15mm-1800mm	PN6-PN25	70%
		High pressure	80mm-1800mm	Metric PN25-PN100	70%
e)	Diaphragm Valves (Slurry valve or Saunders valve)	Low pressure	15mm-350mm	PN10, PN16 & PN25	70%
f)	Knife Gate Valves	Low pressure	40mm-1200mm	PN10 & PN16	70%
g)	Safety or Relief Valves (Pressure valve or Vacuum valve)	Low pressure	15mm-32mm	PN16	70%
h)	Taps, Cocks	Low pressure	Full range	N/A	70%
i)	Pneumatic Actuators – Double acting (Vein type, Linear type, Scotch Yolk type, Rotary type, Double Crank type, Rack and Pinion type)	Low pressure	~392 000nm torque	N/A	70%
j)	Pneumatic Actuators – spring return (Vein type, Linear type, Scotch Yolk type, Rotary type, Double Crank type, Rack and Pinion type)	Low pressure	~215 000nm torque	N/A	70%
k)	Manual Actuators (Gearboxes)	Low pressure	~200 000nm torque	N/A	70%
l)	Fire Hydrants (Underground) Fire Deluge valve	Low pressure	65mm inlet	PN16	70%
m)	Pressure Reducing Valve (PRV) (Self-Regulating valve)	Low pressure	Full range	Full range	70%
n)	Plug valves (excluding expanding plug valves) (Double Block & Bleed valve)	Low pressure	20-600mm	PN10-PN26	70%
		High pressure	20-600mm	PN25-PN100	
o)	Control Valve (Globe Control valve, Piston Type Control valve)	Low pressure	25-600mm	PN10-PN25	70%
		High pressure	25-600mm	Class 150-4500 Metric PN25-PN750	
p)	Air Valve (Vacuum release valve)	Low pressure	50-300mm	PN10-PN25	
		High pressure	50-300mm	PN25-PN40	
q)	Pinch valve (slurry valve)	Low pressure	50-800mm	PN10-PN40	
r)	Disc Valve	Low pressure	50-600mm	PN10-PN16	

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s)	Sleeve Valve (Fixed Cone valves, Discharge valves, Scour valves, Howell Bunger valves, Energy Dissipating valve)	Low pressure	Full range	PN10-PN25	
8.2	ELECTRICAL CABLE PRODUCTS				STIPULATED MINIMUM THRESHOLD
	CATEGORY	TYPE			
a)	Low Voltage	Housewire, Flat Twin and Earth, Surface Cable, Rip Cord, Cab Tyre, Bells Cable, 1,5mm ² – 16mm ² 2-37 cores, Fire Retardant, Low Halogen and Low Smoke Zero Halogen (LSOH) Main Cable 25mm ² – 100mm ² , 1-4 cores, Fire Retardant, Low Halogen and Low Smoke Zero Halogen (LSOH), Flexible Cables, Aerial Cables, ACSR, Split Concentric & Aerial Bundled Conductor (ABC).			90%
b)	Medium Voltage	3,3KV – 22KV, 1-3cores, Cross linked Polyethylene (XLPE) and Paper Insulated Lead Covered (PILC), Fire Retardant, Low Halogen and Low Smoke Zero Halogen (LSOH).			90%
c)	High Voltage	132KV, Single Core, Corrugated Seamless Aluminium (CSA) Sheathed			90%
d)					
e)	Copper Telecommunication Cables	Standard and high frequency (ADSL) outside plant copper pair telecoms cables (10 pair up to 240 pair), Indoor, PABX and high frequency (DSLAM) copper pair telecoms cables up to 200 pair, Category 6 copper data cables.			90%
f)	Copper Industrial Cables	Railway signaling copper cables, Electrical signaling copper cables, Steel wire armoured copper telecoms cables, UVG copper control cables for electrical utilities, Fire Alarm and control copper cables.			90%
g)	Copper Instrumentation Cables	Thermocouple extension wire, Tray and direct buried instrumentation and control copper cables compliant to SABS, UL and BS standards accreditation.			90%
h)	Fibre Optic Telecommunication Cables	Outside plant duct fibre optic cables up to 288 Fibre count, Aerial (short span, medium span and long span) self-support fibre optic cables up to 144 fibre count applications up to 144 fibre count			90%

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i)	Fibre Optic Industrial Cables	Metallic armoured instrumentation and control fibre optic cables, Steel wire armoured mineshaft fibre optic cables, field deployable high durability fibre optic cables, Composite (fibre optic and copper core) cables.		90%
8.3	<u>TRANSFORMERS</u>			
	TRANSFORMERS (classes)	Power Rating, MVA (Range)	Voltage Rating, kV (Range)	% Local Content threshold
				01/01/2020
a)	Class 0	0.001 to 1	220V to 22	90%
b)	Class 1	1.25 to 160	11 to 132	80%
c)	Class 2	40 to 315	220 to 275	80%
d)	Class 3A	360 to 500	220 to 275	80%
e)	Class 3B	40 to 1000	320 to 400	80%
f)	Class 4	40 to 2000	>420 to 800	20%
8.4	Components and Manufacturing processes for Class 0			%Local content from the Effective Date
a)	Fabrication ¹ of the tank and parts			100%
b)	Fabrication of the core ²			100%
c)	Manufacture ³ of windings and assembly			100%
d)	Manufacture of bushings			100%
e)	Off-circuit tap switch			100%
f)	Oil (i.e. blending, processing and handling)			100%
g)	<u>Accessories Category A:</u> Radiators Fans Kiosks Oil conservator Breather canisters			100%
h)	<u>Accessories Category B:</u> Valves Cables			70% (by the valves instruction) 90% (by the cables instruction)
i)	Assembly and Testing			100%
¹ Fabrication of the tank includes cutting, welding, abrasive blasting and painting processes				
² Fabrication of the core includes sizing, slitting, cutting, stacking and clamping processes.				
³ Manufacture of windings includes rolling, sizing and insulation				
8.5	Components and Manufacturing processes for Class 1			%Local Content
				From 01/01/2018
a)	Fabrication of the tank and parts			100%

Initial _____

b)	Fabrication of the core	100%
c)	Manufacture of windings and assembly	100% (Conductors localised)
d)	Oil (i.e. blending, processing and handling)	100%
e)	<u>Accessories Category A:</u> Radiators Fans Kiosks Oil conservator Breather canisters	100%
f)	<u>Accessories Category B:</u> Valves Cables	70% (by the valves instruction) 90% (by the cables instruction)
g)	Assembly and Testing	100%
8.6	Components and Manufacturing processes for Class 2	%Local Content From 01/01/2018
a)	Fabrication of the tank and parts	100%
b)	Fabrication of the core	100%
c)	Manufacture of windings and assembly	100% (Conductors localised)
d)	Oil (i.e. blending, processing and handling)	100%
e)	<u>Accessories Category A:</u> Radiators Fans Kiosks Oil conservator Breather canisters	100%
f)	<u>Accessories Category B:</u> Valves Cables	70% (by the valves instruction) 90% (by the cables instruction)
g)	Assembly and Testing	100%
8.7	Components and Manufacturing processes for Class 3	%Local Content From 01/01/2020

Initial _____

a)	Fabrication of the tank and parts	100%		
b)	Fabrication of the core	100%		
c)	Windings processes	100% Manufacture of windings and assembly inclusive of conductors localised		
d)	Oil (i.e. blending, processing and handling)	100%		
e)	<u>Accessories Category A:</u> Radiators Fans Kiosks Oil conservator Breather canisters	100%		
f)	<u>Accessories Category B:</u> Valves Cables	70% (by the valves instruction) 90% (by the cables instruction)		
g)	Assembly and Testing	100%		
8.8	Components and Manufacturing processes for Class 4	%Local Content		
		From 01/01/2020		
a)	Winding Conductor	100%		
b)	Oil (i.e. blending, processing and handling)	100%		
c)	<u>Accessories Category A:</u> Radiators Fans Kiosks Oil conservator Breather canisters	100%		
d)	<u>Accessories Category B:</u> Valves Cables	70% (by the valves instruction) 90% (by the cables instruction)		
8.9	SHUNT REACTORS			
	Classes	Reactive Power Rating, MVar (Range)	Voltage Rating, kV (Range)	% Local Content threshold
				01/01/2020
a)	Class 1	</= 80 MVar	11kV to 132kV	80%
b)	Class 2	>80 MVar	132kV to 275kV	80%

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c)	Class 3	100MVar – 250 MVar	>275kV – 420kV	80%
d)	Class 4	>100MVar	>420kV – 765kV	20%
8.10	RADIO			
RADIO TERMINAL		Components and manufacturing processes against which the overall local content must be discharged		
		Components and manufacturing processes	% local content from 04/2017	
1. Portable radio	Controls		100%	
	Display		20%	
	Interfaces		40%	
	Data Module		50%	
	Radio Module		50%	
	RF Amplifier		100%	
	Antenna		100%	
	Battery		30%	
	Charger		50%	
	Assembly and testing of the fully-built unit		100%	
	Position Module		30%	
	Power Supply		70%	
	Connectors		25%	
	Enclosure		90%	
	Embedded Custom Software		90%	
	Software Libraries		-	
	Total minimum local content (per unit)		60%	
RADIO TERMINAL		Components and manufacturing processes against which the overall local content must be discharged		
		Components and manufacturing processes	% local content from 04/2017	
2. Mobile radio	Controls		100%	
	Display		20%	
	Interfaces		40%	
	Data Module		70%	
	Radio Module		70%	
	RF Amplifier		70%	
	Antenna		100%	
	Battery		25%	
	Charger		70%	
	Assembly and testing of the fully-built unit		100%	
	Position Module		50%	
	Power Supply		50%	
	Connectors		25%	
	Enclosure		90%	
	Embedded Custom Software		90%	
	Software Libraries		-	
	Total minimum local content (per unit)		60%	

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RADIO TERMINAL	Components and manufacturing processes against which the overall local content must be discharged	
	Components and manufacturing processes	% local content from 04/2017
3. Repeater	Controls	100%
	Display	20%
	Interfaces	40%
	Data Module	70%
	Radio Module	70%
	RF Amplifier	70%
	Antenna	100%
	Battery	25%
	Charger	30%
	Assembly and testing of the fully-built unit	100%
	Position Module	30%
	Power Supply	70%
	Connectors	25%
	Enclosure	90%
	Embedded Custom Software	90%
	Software Libraries	-
	Total minimum local content (per unit)	60%
8.11	PIPES, PIPE SPECIALS AND PIPE FITTINGS	
	Description of Item	Minimum Threshold
1.	mPVC pressure pipes in six (6) meter lengths complete with rubber seal ring joints	100%
2.	uPVC pressure pipes in six (6) meter lengths complete with rubber ring joints	100%
3.	uPVC Waste systems – plain pipe	100%
4.	uPVC Waste systems	100%
5.	uPVC soil & vent – plain pipe	100%
6.	uPVC soil & vent – socket	100%
7.	uPVC soil & vent – inspection pipe and bends	100%
8.	uPVC underground	100%
9.	uPVC underground – twin wall push fit double socket	100%
10.	uPVC underground – socket	100%
11.	uPVC underground – bend plain	100%
12.	Pipe HDPE PE 63 (Type IV)	100%
13.	Pipe HDPE PE 80 (Type V)	100%
14.	mPVC and uPVC double LYNG sockets	100%
15.	uPVC bends/elbows Class 16	100%
16.	mPVC bends/elbows Class 16	100%
17.	mPVC and uPVC double LYNG sockets	100%
18. (a)	mPVC and uPVC double sockets	100%
18. (b)	uPVC sockets: Joints shall be solvent weld type	100%
19.	Hot Dip Galvanised steel pipes medium class (16 bar)	100%

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20.	Ductile Iron Pipes – Socket pipes in six (6), seven (7) and eight point two (8.2) meter (m) lengths	N/A
21.	Mild Steel Pipes in six (6), seven (7) and eight point two (8.2) meter (m) lengths – Flanged pipes (no corrosion protection)	100%
22.	Mild Steel Pipes in six (6), seven (7) and eight point two (8.2) meter (m) lengths – Polymer Modified Bitumen coating system external and Two (2) Pack Epoxy internal	80%
23.	Mild Steel Pipes in six (6), seven (7) and eight point two (8.2) meter (m) lengths – Polymer Modified Bitumen coating system external	80%
24.	Mild Steel Pipes in six (6), seven (7) and eight point two (8.2) meter (m) lengths – 3LPE pipe coating external and Two (2) Pack Epoxy internal	80%
25.	Mild Steel Pipes in six (6), seven (7) and eight point two (8.2) meter (m) lengths – Rigid Polyurethane Coating System external and Two (2) Pack Epoxy internal	80%
26. (a)	Stainless Steel Grade 304L – Flanged Pipes	100%
26. (b)	Stainless Steel Grade 304L – Plain Ended Pipes	100%
27. (a)	Stainless Steel Grade 316L – Flanged Pipes	100%
27. (b)	Stainless Steel Grade 316L – Plain Ended Pipes	100%
28.	Mild Steel Pipes in (9.144), (12.192) meter (m) lengths (plain ended uncoated)	100%
29.	Hot Dip Galvanised Pipe Fittings	80%
30.	Mild Steel Bends/Elbows Class 16 – Plain Ended – Hot Dip Galvanised	80%
31.	Three (3D) Pulled Bends – Plain Ended – Uncoated	100%
32.	Scour Tees	80%
33.	Three (3D) Pulled Bends – with Screwed Ends – with one Hot Dip Galvanised Socket per Bend	80%
34.	Loose Rubber Seal Rings for LYING Ends	N/A
35.	Saddles with an outlet of 25 mm	N/A
36.	End Caps	N/A
37.	Hydrant Tees	N/A
38.	Scour Tees	N/A
39.	Equal Tees: uPVC joints shall be of Solvent Weld type	100%
40.	Reducing Tees	80%
41.	Reducers	80%
42.	Equal Crosses	80%
43.	Lubricant for jointing	
44.	Brass Tap BIB 208 – Pillar Mounted – Plain Outlet	70%
45.	Insert Nylon Fittings for use on HDPE and LDPE pipes	80%
46.	Compression Fittings	80%
47.	Cast Iron Flange Adapters – Ductile Iron	N/A
48.	Straight Couplings	N/A
49. (a)	Strap Coupling 600 KPa (6 bar) working pressure for Steel Pipes – Hot Dip Galvanised	80%
51. (b)	Strap Coupling 1000 KPa (10 bar) working pressure for Steel Pipes – Hot Dip Galvanised	80%
51. (c)	Strap Coupling 1600 KPa (16 bar) working pressure for Steel Pipes – Hot Dip Galvanised	80%
52. (a)	Strap Coupling 600 KPa (6 bar) working pressure for Steel Pipes – Special Stainless Steel	80%

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52. (b)	Strap Coupling 1000 KPa (10 bar) working pressure for Steel Pipes – Special Stainless Steel	80%
52. (c)	Strap Coupling 1600 KPa (16 bar) working pressure for Steel Pipes – Special Stainless Steel	80%
53.	Flanges – Uncoated – Loose	100%
54.	Flanges – Hot Dip Galvanised – Loose	80%
55.	Internal Lining – Fusion Bond Epoxy – (Cost per meter)	N/A
56.	External Lining – Two (2) Pack Epoxy Coated	N/A
57.	External Lining – Rigid Polyurethane External Coating	N/A
58.	Welding Cost per flange	100%
59.	Additional Polyurethane Colour Paint – Top Coat – For Straight Piping	N/A
60.	Bituguard External Tape Wrapping	N/A
61.	Welding Cost for Circumferential or Oblique weld including 100% Radiographic Examination (Workshop)	100%
62.	Welding Cost for repairs on site for Circumferential or Oblique welding procedures (Excluding Radiographic Examination)	100%
63.	Ductile Iron Pipe Bends – Double Flanged Bends	N/A
64.	Ductile Iron Pipe Bends – Double Socket Bends	N/A
65. (a)	Standard Mild Steel Elbows (Over 45 degrees up to and including 90 degrees, 3 or 4 segments – Two Pack Epoxy 400 microns inside,	100%
65. (b)	and Two Pack Epoxy 400 microns plus Tape Wrapping outside.	100%
65. (c)	Standard Mild Steel Elbows (Over 22.5 degrees up to and including 45 degrees, 2 or 3 segments) – Two Pack Epoxy 400 microns	100%
66. (a)	Standard Mild Steel Medium Radius Bends (Over 45 degrees up to and including 90 degrees, 4 or 5 segments) – Two Pack Epoxy 400	100%
66. (b)	microns inside and Two Pack Epoxy 400 microns plus Tape Wrapping outside	N/A
66. (c)	Standard Mild Steel Medium Radius Bends (Over 22.5 degrees up to and including 45 degrees, 3 or 4 segments) – Two Pack Epoxy	100%
67. (a)	Standard Mild Steel Long Radius Bends (Over 45 degrees up to and including 90 degrees, 5, 6 or 7 segments) – Two Pack Epoxy 400	100%
67. (b)	microns inside and Two Pack Epoxy 400 microns plus Tape Wrapping outside	N/A
67. (c)	Standard Mild Steel Long Radius Bends (Over 22.5 degrees up to and including 45 degrees, 3, 4 or 5 segments) – Two Pack Epoxy	100%
68.	Standard Mild Steel Duckport Elbow and Bends – Two Pack Epoxy 400 microns inside and Two Pack Epoxy 400 microns plus Tape Wrapping outside	100%
69.	Standard Mild Steel Tees – Two Pack Epoxy 400 microns inside and Two Pack Epoxy 400 microns plus Tape Wrapping outside	100%
70. (a)	Standard Mild Steel Sweep Tees (Long Radius) – Two Pack Epoxy 400 microns inside and Two Pack Epoxy 400 microns plus Tape Wrapping outside	100%
70. (b)	Standard Mild Steel Sweep Tees (Medium Radius) – Two Pack Epoxy 400 microns inside and Two Pack Epoxy 400 microns plus Tape Wrapping outside	100%
70. (c)	Standard Mild Steel Sweep Tees (Medium Radius) – Two Pack Epoxy 400 microns inside and Two Pack Epoxy 400 microns plus Tape Wrapping outside	100%
71. (a)	Standard Mild Steel Laterals 80 degrees – Two Pack Epoxy 400 microns inside and Two Pack Epoxy 400 microns plus Tape Wrapping outside	100%

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71. (b)	Standard Mild Steel Laterals 45 degrees – Two Pack Epoxy 400 microns inside and Two Pack Epoxy 400 microns plus Tape Wrapping outside	100%
71.(c)	Standard Mild Steel Laterals 30 degrees – Two Pack Epoxy 400 microns inside and Two Pack Epoxy 400 microns plus Tape Wrapping outside	100%
72.	Standard Mild Steel Reducers – Two Pack Epoxy 400 microns inside and Two Pack Epoxy 400 microns plus Tape Wrapping outside	100%
73.	Standard Mild Steel Bell Mouths – Two Pack Epoxy 400 microns inside and Two Pack Epoxy 400 microns plus Tape Wrapping outside	100%
74. (a)	Standard Stainless Steel 304L Elbows (Over 45 degrees up to and including 90 degrees, 3 or 4 segments)	100%
74. (b)	Standard Stainless Steel 304L Elbows (Over 22.5 degrees up to and including 45 degrees, 2 or 3 segments)	100%
74. (c)	Standard Stainless Steel 304L Elbows (Up to and including 22.5 degrees, 2 segments)	100%
75. (a)	Standard Stainless Steel 304L Medium Radius Bends (Over 45 degrees up to and including 90 degrees, 4 or 5 segments)	100%
75. (b)	Standard Stainless Steel 304L Medium Radius Bends (Over 22.5 degrees up to and including 45 degrees, 3 or 4 segments)	100%
75. (c)	Standard Stainless Steel 304L Medium Radius Bends (Up to and including 22.5 degrees, 2 or 3 segments)	100%
76. (a)	Standard Stainless Steel 304L Long Radius Bends (Over 45 degrees up to and including 90 degrees, 5, 6 or 7 segments)	100%
76. (b)	Standard Stainless Steel 304L Long Radius Bends (Over 22.5 degrees up to and including 45 degrees, 3, 4 or 5 segments)	100%
76. (c)	Standard Stainless Steel 304L Long Radius Bends (Up to and including 22.5 degrees, 2 or 3 segments)	100%
77.	Standard Stainless Steel 304L Duckpoort Elbow and Bends	100%
78.	Standard Stainless Steel 304L Tees	100%
79. (a)	Standard Stainless Steel 304 L Sweep Tees (Long Radius)	100%
79. (b)	Standard Stainless Steel 304L Sweep Tees (Medium Radius)	100%
79. (c)	Standard Stainless Steel 304L Sweep Tees (Elbows)	100%
80. (a)	Standard Stainless Steel 304L Laterals 80 degrees	100%
80. (b)	Standard Stainless Steel 304L Laterals 45 degrees	100%
80. (c)	Standard Stainless Steel 304L Reducers	100%
81.	Standard Stainless Steel 304L Bell Mouths	100%
82. (a)	Standard Stainless Steel 316L Elbows (Over 45 degrees up to and including 90 degrees, 3 or 4 segments)	100%
82.(b)	Standard Stainless Steel 316L Elbows (Over 22.5 degrees up to and including 45 degrees, 2 or 3 segments)	100%
82. (c)	Standard Stainless Steel 316L Elbows (Up to and including 22.5 degrees, 2 segments)	100%
83. (a)	Standard Stainless Steel 316L Elbows (Over 45 degrees up to and including 90 degrees, 3 or 4 segments)	100%
83. (b)	Standard Stainless Steel 316L Elbows (Over 22.5 degrees up to and including 45 degrees, 2 or 3 segments)	100%
83. (c)	Standard Stainless Steel 316L Elbows (Up to and including 22.5 degrees, 2 segments)	100%

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84. (a)	Standard Stainless Steel 316L Long Radius Bends (Over 22.5 degrees up to and including 45 degrees, 3, 4 or 5 segments)	100%
84. (b)	Standard Stainless Steel 316L Long Radius Bends (Up to and including 22.5 degrees, 2 or 3 segments)	100%
84. (c)	Standard Stainless Steel 316L Long Radius Bends (Over 22.5 degrees up to and including 45 degrees, 3, 4 or 5 segments)	100%
85.	Standard Stainless Steel 316L Duckpoort Elbow and Bends	100%
86.	Standard Stainless Steel 316L Tees	100%
87. (a)	Standard Stainless Steel 316 L Sweep Tees (Long Radius)	100%
87. (b)	Standard Stainless Steel 316L Sweep Tees (Medium Radius)	100%
87. (c)	Standard Stainless Steel 316L Sweep Tees (Elbows)	100%
88. (a)	Standard Stainless Steel 316L Laterals 80 degrees	100%
88. (b)	Standard Stainless Steel 316L Laterals 30 degrees	100%
88. (c)	Standard Stainless Steel 316L Laterals 45 degrees	100%
89.	Standard Stainless Steel 316L Reducers	100%
90.	Standard Stainless Steel 316L Bell Mouths	100%
91.	Non-Standard Mild Steel Pipes 500mm Lengths (Flanged Both Ends)	100%
92.	Non-Standard Galvanised Steel Pipes 500 mm Lengths (Flanged One End)	80%
93.	Non-Standard Galvanised Steel Pipes 500 mm Lengths (Flanged Both Ends)	80%
94.	Non-Standard Galvanised Steel Pipes 1000 mm Lengths (Flanged Both Ends)	80%
95.	Non-Standard Galvanised Steel Pipes 1000 mm Lengths (Flanged One End)	80%
96.	Non-Standard Galvanised Steel Pipes 2000 mm Lengths (Flanged Both Ends)	80%
97.	Non-Standard Galvanised Steel Pipes 2000 mm Lengths (Flanged One End)	80%
98.	Non-Standard Galvanised Steel Pipes 3000 mm Lengths (Flanged Both Ends)	80%
99.	Non-Standard Galvanised Steel Pipes 3000 mm Lengths (Flanged One End)	80%
100.	Non-Standard Galvanised Steel Pipe Sections, Flanged Both Ends, Puddle Flange 300mm from Flange (40 bar and 25 bar Flange)	80%
101.	Non-Standard Galvanised Steel Pipe Sections, Flanged One End, Puddle Flange 300mm from Flange (40 bar and 25 bar Flange)	80%
102.	Non-Standard Galvanised Steel Pipe Sections, Flanged Both Ends, Puddle Flange 300mm from Flange (40 bar and 10 bar Flange)	80%
103.	Non-Standard Galvanised Steel Pipe Sections, Flanged One End, Puddle Flange 300mm from Flange (40 bar and 10 bar Flange)	80%
104.	Non-Standard Galvanised Steel Pipe Sections, Flanged Both Ends, Puddle Flange 350mm from Flange (40 bar and 10 bar Flange)	80%
105.	Non-Standard Galvanised Steel Pipe Sections, Flanged One End, Puddle Flange 350mm from Flange (40 bar and 25 bar Flange)	80%
106.	Non-Standard Galvanised Steel Pipe Sections, Flanged Both Ends, Puddle Flange 500mm from Flange (40 bar and 25 bar Flange)	80%
107.	Non-Standard Galvanised Steel Pipe Sections, Flanged One End, Puddle Flange 500mm from Flange (40 bar and 25 bar Flange)	80%
108.	Galvanised Steel Reducers – Flanged Both Ends	80%
109.	Galvanised Steel Ranger Coupler, Flanged Both Ends	80%

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110.	Galvanised Steel Ranger Coupler, Flanged One End	80%	
111.	Galvanised Steel 45 degrees Bends Flanged Both Ends	80%	
112.	Galvanised Steel Tee Piece 100 mm diameter Flanged	80%	
113.	Galvanised Steel Tee Piece 200 mm diameter Flanged	80%	
114.	Galvanised Steel Tee Piece 250 mm diameter Flanged	80%	
115.	Galvanised Steel Tee Piece 300 mm diameter Flanged	80%	
116.	Galvanised Steel Tee Piece 350 mm diameter Flanged	80%	
117.	Galvanised Steel Tee Piece 400 mm diameter Flanged	80%	
118.	Galvanised Steel Tee Piece 450 mm diameter Flanged	80%	
119.	Galvanised Steel Tee Piece 500 mm diameter Flanged	80%	
8.12	STEEL CONVEYANCE PIPE		
Manufacturing Process of Steel Conveyance Pipe	Size	Physical Properties	% Local Content
Spiral submerged arc welding	500mm-3500mm	Bare	100%
Spiral submerged arc welding	500mm-3500mm	Lined and coated	80%
Spiral submerged arc welding	500mm-3500mm	Galvanized	85%

As indicated above, it has been distinguished between (a) bare, (b) galvanized and (c) lined and coated large bore spiral submerged arc welded steel conveyance pipe.

- (a) **Bare:** The bare large bore spiral submerged arc welded steel conveyance pipe as is implied by the name, has not been lined, coated or galvanized. It is thus more prone to corrosion (rusting) and abrasion (inside) of the pipe as well as cathodic erosion (outside) of the pipe of direct current (DC) underground. The stipulated local content percentage (100%) is premised on the following key cost drivers incurred in the manufacture of the pipes:

Bare (100% Local Content)

Cost breakdown	% of steel finished product
Steel Coil Cost	78%
Loss of steel	8%
Conversion cost	14%

- (b) **Lined and coated:** Bare steel pipes can be lined (inside) and coated (outside) by applying protective coatings in the form of paints to protect them from corrosion. This pipe is typically used to convey water. The stipulated local content percentage (80%) is premised on the following key cost drivers incurred in the manufacture of the pipes:

Cost breakdown	% of steel finished product
Steel Coil Cost	58%
Loss of steel	8%
Conversion cost	14%
Lining and Coating	20%
TOTAL	100%

- (c) **Galvanized:** Galvanized large bore spiral submerged arc welded steel conveyance pipe is where the bare pipe is dipped in a hot zinc bath and both inside and outside surfaces are coated with zinc to avoid corrosion. Zinc coating, which makes up 15% of the cost is not manufactured locally and is imported.

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The stipulated local content percentage (85%) is premised on the following key cost drivers incurred in the manufacture of the pipes:

Cost breakdown	% of steel finished product
Steel Coil Cost	63%
Loss of steel	8%
Conversion cost	14%
Hot Zinc	15%
TOTAL	100%

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DEPARTMENT OF WATER AND SANITATION

DWS05-0926 WTE

FOUR-YEAR TERM CONTRACT FOR MECHANICAL AND OTHER RELATED MAJOR PLANT AND MACHINERY INSTALLATION, MAINTENANCE, REPAIR, REFURBISHMENT AND UPGRADE FOR EASTERN OPERATIONS (KWAZULU-NATAL). ONLY RESPONDENTS WITH CIDB GRADING 8ME OR HIGHER ARE ELIGIBLE TO BID

C4 SITE INFORMATION

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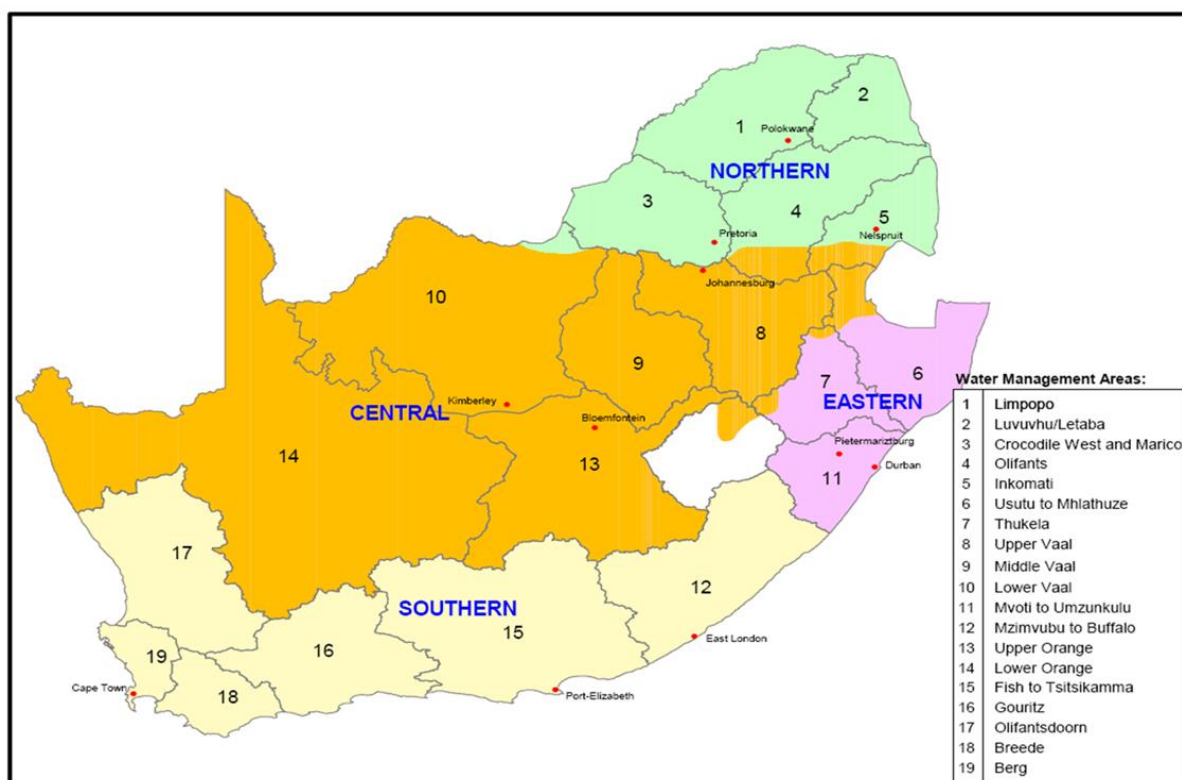
Operational Area Offices

Below are details of the Operational Area Office covered under this bid:

CENTRAL OPERATIONS

	<u>Area Office</u>	<u>Address</u>
1.	Midmar	Midmar Dam Howick KwaZulu Natal Province
2.	Klipfontein	Klipfontein Dam Vryheid KwaZulu Natal

This bid covers sites marked in lilac



CIDB SKILLS DEVELOPMENT

PROCUREMENT

Based on the agreed skills methods the contractor may employ part/full Occupational Qualification Learners and /or Trade Qualification Learners and/or Work Integrated Learners and/or Candidates directly or through a Skills Development Agency (SDA), training provider or skills development facilitator

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(Form A1 - List of cidb accredited SDAs). The contractor shall ensure that no more than one Method shall be applied to any individual concurrently in the calculation of the CSDG for the contract.

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

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

MANAGEMENT

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

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

The Format of Communications:

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

The contractor shall submit to the Employers Representative:

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

The Key Personal:

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

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

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

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

Management Meetings:

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

The Forms for contract administration:

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

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

Records:

The contractor shall:

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

Payment Certificates:

The contractor shall:

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

PRO-FORMA DOCUMENTS

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

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CIDB SKILLS STANDARD

FORM A1 - CIDB RECOGNISED SKILLS DEVELOPMENT AGENCIES

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

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CIDB Recognised Skills Development Agencies

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

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

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CIDB SKILLS STANDARD

FORM A2 - BASELINE TRAINING PLAN

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

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CIDB SKILLS STANDARD

BASELINE TRAINING PLAN

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

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

Contract Data				
Project Name				
CIDB Contract Number				
Name of Client:				
Project Description				
Tender Sum (at tender award excluding VAT)				
Project Location				
Project duration				
Estimated start date				
Estimated Completion date				
Description	Designation	Project Value	CSDG %	Min CSDG Target
Civil Eng.	CE		0.25	
General Building	GB		0.50	
Electrical Eng. (Building)	EB		0.25	
Electrical Eng. (Infrastructure)	EP		0.25	
Mechanical Eng.	ME		0.25	
Specialist	SW		0.25	
Total				

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

Note: Refer to Table 3 in the Standard for Developing Skills through Infrastructure Contracts Government Gazette 48495 28 April 2023 for the notional costs

Contractor's Representative Name: _____ Designation: _____

Signature: _____ Date: _____

Employer's Representative Name: _____ Designation: _____

Signature: _____ Date: _____

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

Initial _____

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

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

SDA Representative Name: _____ Designation: _____

Signature: _____ Date: _____

CIDB SKILLS STANDARD

FORM A3 – PROJECT INTERIM TRAINING REPORT

Form A3 Project Interim Training Report

Initial _____

FORM A3: PROJECT INTERIM TRAINING REPORT

Section A: Employer Information

cidb Employer Number

Employer Name

Section B: Contract Data

cidb Contract Number

Contract Title

Tender Value (R)

Contract Skills Development Goal (R)

SIP Number (If Applicable)

SIP Project Code (If Applicable)

SECTION C:Definitions and Beneficiary Information

Training Methods:

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

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

Method 3(M3): work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas;

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

Learner/Candidates Full Name and Surname	Gender		Ethnic Group					Identity Number	Training Method (Please tick)				Placement Start Date	Placement End Date	Occupation/Trade Description	Description of Practical Task Completed (as per logbook or POE)	Status	Supporting documents available on request (Yes,No or N/A)							
	Male	Female	Black	White	Coloured	Indian	Other		M1	M2	M3	M4						Training Plan	Attendance Register	Signed Logbooks/PO Entry Medical Assessments	Exit Medical Assessment	Conducted Sumative Assessment	Site Induction	Health and Safety Registered with Relevant PPE Register	Register Beneficiaries with CIDB SDA

Section D: Declaration: Contractor Representative

Name of Contractor Rep

Title

Initials

Surname

Designation

e-mail

Mobile

Office Telephone

Date

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

Signature

Date completed

Section E: Declaration: Employer's Representative

Name of Representative

Title

Initials

Surname

Designation

e-mail

Mobile

Office Telephone

Date

I, the undersigned warrant that:
• The contents of this notice are within my personal knowledge, and are to the best of my belief both true and correct.

Signature

Date completed

Initial _____

CIDB SKILLS STANDARD

FORM A4 - SUPERVISOR/LEARNER AGREEMENT

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

Initial _____

Memorandum of understanding between Supervisor and Learner

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

The Responsibilities of a Supervisor to the Learner include:

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

Supervisor's name _____

Signature: _____ Date: _____

The Responsibilities of a Learner are:

- adhere to the Host Employer's onsite rules and policies
- have an expectation of personal growth and learning
- to be enthusiastic and motivated
- to be open and accept supervision from the Supervisor and other colleagues

- to develop a thorough understanding of health, safety, environment, quality and production
- to have a positive attitude
- to display a strong sense of discipline and to be conscious of time
- to operate within the team
- to take the time to learn and practice new skills
- to make time to fill in your logbook and obtain the Supervisor's signature for completed tasks

Intern's Name: _____ ID No: _____

Signature: _____ Date: _____

Initial _____



DEVELOPMENT THROUGH PARTNERSHIP

CIDB SKILLS STANDARD

FORM A5 – FINAL TRAINING REPORT

Form A5 Final Training Report

Initial _____



DEPARTMENT OF WATER AND SANITATION

DWS05-0926 WTE

FOUR-YEAR TERM CONTRACT FOR MECHANICAL AND OTHER RELATED MAJOR PLANT AND MACHINERY INSTALLATION, MAINTENANCE, REPAIR, REFURBISHMENT AND UPGRADE FOR EASTERN OPERATIONS (KWAZULU-NATAL). ONLY RESPONDENTS WITH CIDB GRADING 8ME OR HIGHER ARE ELIGIBLE TO BID

ANNEXE A

Initial _____

ANNEXE A:

PROCUREMENT PROCEDURE

THE PROCUREMENT PROCEDURE WILL BE UPDATED FROM TIME TO TIME IN LINE WITH DWS DELEGATIONS, POLICIES, AND STRUCTURES. CHANGES TO THE PROCEDURES WILL BE COMMUNICATED WITH THE APPOINTED CONTRACTORS.



MECHANICAL AND ELECTRICAL ASSET MANAGEMENT SUPPORT OF MAJOR
PLANT AND MACHINERY FOR CENTRAL OPERATIONS
BID DWS03 0621 WTE

ANNEX A: OVERALL PROCUREMENT PROCEDURE

1. GENERAL

It is the intention of the Department to appoint one contractor per area office for planned maintenance, unplanned maintenance and emergency projects. Although one contractor will be appointed per area office, any contractor appointed in the DWS03 to DWS06 bids may be requested to quote on a specific project, in the event of poor or non-performance of an appointed contractor.

The Department of Water and Sanitation (DWS) shall conduct a monthly holistic performance review of the appointed term contractor across all active and recently completed packages and work orders. Performance is assessed across two phases in accordance with the applicable Standard Operating Procedure (SOP). Monthly scores form part of the formal contract management record and shall inform decisions to implement clauses related to work allocation and contractors' overall performance overview as stated in the contract.

1. PERFORMANCE RATING SCALE

The reviewer shall apply the following five-point scale when rating each Key Performance Indicator (KPI):

Rating	Descriptor	Performance Criteria
5	Excellent	Consistently exceeds all contractual and SOP requirements. Performance is proactive, self-driven, and sets a standard above what is expected.
4	Good	Meets all requirements and frequently exceeds expectations. Minor observations are noted but do not impact overall delivery.
3	Satisfactory	Meets minimum contractual and SOP requirements. Some areas require monitoring but no critical findings/observations that can impact the progress are evident
2	Poor	Performance is below expectation in one or more areas. Remedial action is required
1	Unacceptable	Performance is unacceptable. Critical findings/observations are evident and immediate corrective action is required.

2. PHASE 1 — PRE-EXECUTION (RFQ Issuance to Approved Site Handover)

The reviewer shall reflect holistically on the contractor's handling of all pre-execution activities: From receipt of the Request for Quotation, through proposal compilation and approval, to the post-purchase order documentation process and pre-site handover readiness.

KPI No	Key Performance Indicator	Measurement Criteria	Weight	Rating 1-5
1	Responsiveness to RFQ and Site Assessment	Contractor schedules and attends site assessment timeously after RFQ receipt; responds within SOP-prescribed timeframes.	15%	
2	Quality and Compliance of Proposal Submission	Proposals are comprehensive, accurately priced, technically compliant, and submitted in the format prescribed by the SOP.	30%	
3	Turnaround Time on Amendments and Corrections	Contractor responds accurately to all requests for proposal amendments or document corrections satisfactorily (Is able to acknowledge and communicate the requirements to make amendments, commit to the agreed turn-around time, meet the committed timelines and where there is any delays, able to communicate timeously).	20%	
4	Post-Purchase Order Documentation Compliance	All SOP-required documentation is submitted following purchase order receipt and prior to site handover; corrections are addressed timeously.	25%	
5	Pre-Site Handover Readiness	All pre-execution documentation is approved and the contractor is fully prepared to assume site in accordance with contractual obligations.	10%	
	TOTAL		100 %	

3. PHASE 2 — EXECUTION AND COMPLETION (Site Handover to Project Closeout)

The reviewer shall reflect holistically on the contractor's performance across all work orders in execution and those in close out stage, assessing quality of work, safety management, programme adherence, documentation standards, and the completeness of project closeout activities during the review period.

KPI No	Key Performance Indicator	Measurement Criteria	Weight	Rating 1-5
1	Programme Adherence and Schedule Management	Contractor executes work per the approved programme; programme updates are submitted as required and milestone targets are consistently met.	25%	
2	Workmanship and Quality of Executed Work	Quality of executed work meets or exceeds specification; defects and rework incidents are minimal and are addressed promptly.	25%	
3	Health, Safety and Environmental (HSE) Compliance	A compliant and proactive safety culture is maintained on all active sites; HSE documentation is current and incidents are properly recorded and resolved.	20%	
4	Contract Documentation and Project Management File	The project files are current and maintained per good practice; all execution documents, inspection records, and compliance certificates are properly filed.	15%	
5	Snag List Resolution and Project Closeout	Snag items are identified, tracked, and resolved timeously; the project is formally closed out with all required completion documentation submitted.	15%	
	TOTAL		100%	

4. MONTHLY PERFORMANCE SCORE — CALCULATION AND INTERPRETATION

The weighted score per KPI is calculated as: $(\text{Rating} \div 5) \times \text{Weighting (\%)}$. The Phase Total Score equals the sum of all KPI weighted scores, expressed as a percentage out of 100%. Both phases are scored independently and reported separately each month.

Phase Score	Performance Classification and Action Required
80% – 100%	Excellent: Contractor performance consistently exceeds expectations. No remedial action required.
60% – 79%	Good: Performance meets expectations. Minor areas require attention; these must be addressed in the next review cycle.
50% – 59%	Satisfactory: Improvement is required. The contractor must submit an improvement plan to notify the Department of what will be done to improve the overall performance rating and prevent falling to this rating.
40% - 49%	Poor: Performance is below the minimum required level of performance to continue with new orders. The Department may also trigger clauses that

Phase Score	Performance Classification and Action Required
	relates to work re-allocation or any of the clauses that will protect the Department from an extended non-performance situation.
Below 40%	Unacceptable: Immediate corrective action is required. A formal performance notice may be issued. The Department may also trigger clauses that relates to work re-allocation or any of the clauses that will protect the Department from an extended non-performance situation.

- It is a minimum requirement that a contractor be on Rating 3 ("Satisfactory")
- If the performance of an appointed contractor for a specific area office falls to below "Satisfactory", such contractor shall not receive new requests for quotations until such time that ongoing projects are satisfactorily completed or recovered to align with the programme and the contractor performance grade improves to "Satisfactory" or above, in accordance with clause SCC 9.2.1.3.9.
- In such event that an appointed contractor's performance maintains a performance level below the minimum "Satisfactory" level over a period of three (3) months, all Alternate Contractors appointed in DWS03 to DWS06 for the specific area office who is at a minimum Satisfactory grade may be requested to quote on any future projects until such time that the appointed contractor has improved to at least Satisfactory grade, in accordance with clause SCC 9.2.1.

THE PROPOSED PROCUREMENT PROCEDURE (ANNEXE A) WILL BE TRANSLATED TO THE STANDARD OPERATING PROCEDURES (SOP) FOR THE FOUR-YEAR MAINTENANCE CONTRACTS

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1. INTRODUCTION

The Department of Water and Sanitation (DWS) appoints contractors for the maintenance of mechanical and electrical infrastructure assets.

The services provided in the four-year contract is to, when required, support the Infrastructure Management Branch, and other Infrastructure Projects of the Department of Water and Sanitation, with the supply, installation, repair, refurbishment, upgrade, maintenance and project / contract / contractor supervision of mechanical and other related installations and equipment associated with the Department of Water and Sanitation installations. The services provided include preventative maintenance, condition monitoring, urgent and emergency repairs.

Four bids were advertised and awarded; the four bids are described as follows:

- a. Four-Year Term Contract for Mechanical and Other Related Major Plant and Machinery Installation, Maintenance, Repair, Refurbishment and Upgrade for Northern Operations (Limpopo, Mpumalanga, and North-West Province). Tender number **DWS05-0926 WTE**.
- b. Four-Year Term Contract for Mechanical and Other Related Major Plant and Machinery Installation, Maintenance, Repair, Refurbishment and Upgrade for Central Operations (Free State, Northern Cape, Kwazulu-Natal, Mpumalanga, and Gauteng Province). Tender number **DWS05-0926 WTE**.
- c. Four-Year Term Contract for Mechanical and Other Related Major Plant and Machinery Installation, Maintenance, Repair, Refurbishment and Upgrade for Eastern Operations (Kwazulu-Natal Province). Tender number **DWS05-0926 WTE**.
- d. Four-Year Term Contract for Mechanical and Other Related Major Plant and Machinery Installation, Maintenance, Repair, Refurbishment and Upgrade for Southern Operations (Eastern Cape and Western Cape Province). Tender number **DWS05-0926 WTE**.

These standard operating procedures establish the processes, methods and procedures enabling the implementation of the mechanical and electrical works maintenance contracts.

2. SCOPE

This document establishes standard operating procedures which enable the implementation of the four (4) mechanical and electrical works maintenance contracts.

This document:

- a) includes the issuing of work instructions in terms of the four (4) maintenance term contracts.

3. NORMATIVE REFERENCES

The following documents are referred to in the maintenance contracts in such a way that some or all of their content constitutes requirements of this document.

- Construction Industry Development Board (CIDB) Act 38 of 2000 and its amendments.
- Department of Water and Sanitation Delegation of Powers (including amendments in Addendum 1) in terms of the Public Finance Management Act, 1999 (Act no 1 of 1999) As amended by Public Finance Management Amendment Act, No 29 of 1999.
- General Conditions for Construction works SAICE GCC (2025) fourth edition.
- Occupational Health and Safety Act (Act no. 85 of 1993) and Regulations as amended.
- Applicable quality standards (e.g. SANS, ISO standards, etc.)

- Asset Management Standards (e.g. PAS 55, etc.)
- DWS Standards and Specifications
- National Environmental Management Act (NEMA), Act 107 of 1998
- National Water Act 36 of 1998, including Dam Safety Regulations.

4. TERMS AND DEFINITIONS

For the purposes of this document, the terms and definitions included in the normative references and the following apply:

emergency: an event which is unexpected and requires immediate action to alleviate one or more of the following:

- a) DWS infrastructure being exposed to substantial damages,
- b) Consequential damages which could result in risk to health, loss of life and or serious damage to property,
- c) Immediate risk to the environment,
- d) Significant litigation claims,
- e) Reputational damage to DWS

Area Office: the DWS Government Water Scheme (GWS) office where the Area Manager is stationed.

Cluster: Central Cluster / Eastern Cluster / Northern Cluster / Southern Cluster

Employer's Agent (*in terms of SAICE GCC (2025)*): As appointed by the Chief Director: Water Resources Infrastructure Operations and Maintenance, and clause 2.1 – 2.5 (Conditions of Maintenance)

Employer's Agent's Representative(s) (*in terms of SAICE GCC (2025)*): To be appointed by the Employer's Agent and approved by the CD: WRIOM.

Cluster Directors: Responsible for Cluster contract – and financial management matters.
Responsible for approving proposals as per DWS Financial Delegations.

SIAM Director: Responsible for contract – and financial management matters for SIAM funded projects.
Responsible for approving SIAM funded project proposals as per DWS Financial Delegations.

SIAM Mechanical: responsible for quality control and adherence to technical project and internal specification. Issue recommendations on mechanical related technical and non-technical matters, such as, method statements, design proposals, etc.

SIAM Electrical: responsible for quality control and adherence to technical project and internal specification. Issue recommendations on electrical related technical and non-technical matters, such as, method statements, design proposals, etc.

Employer's Agent for Health and Safety – to be appointed by the Employer.

Project Engineering Staff:

the engineering officials within DWS, responsible for a particular project. That includes, but not limited to, engineers, technologists, technicians, and artisans (i.e. electrical, mechanical, etc.).

Also named DWS Project Manager, if GWS Area Office / other components within the Infrastructure Management Branch's budget is used.

SIAM Technical Staff:

the engineering officials within DWS: Strategic Infrastructure Asset Management Directorate, allocated to that DWS Area Office. That includes, but not limited to, engineers, technologists, technicians, and artisans (i.e. electrical, mechanical, etc.).

Also named DWS Project Manager, if Head Office budget (i.e. SIAM funded projects) is used.

5. Financial Delegations

All proposals will be approved by the budget controller manager in accordance with the approved financial delegations for the contract.

6. MAINTENANCE CONTRACT PROCESSES, RESPONSIBILITIES AND CONTROLS
6.1 Processes

Estimated duration of requests processes and modes of communication shall be in accordance with the provisions of Table 1, 2, 3 and 4.

Table 1: Procedure- “Poor and very Poor assets from the Asset Register”

	ACTIVITY	MAXIMUM ALLOWABLE TURNAROUND TIME	MODE OF COMMUNICATION	PROOF OF COMMUNICATION
1.	Area Office issue RFQ to Contractor	1 day	Email of authorised RFQ with follow up phone call	Contractor acknowledge receipt of RFQ by email to sender of RFQ
2.	Site visit with Contractor	7 days	Meeting request via email.	Site visit minutes within 3 days of briefing with the attendance register.
3.	Contractor prepare and issue quotation	10 days	Email Submission of quotation with method statement and QCP signed by Contractor, submitted to Area Office and D: SIAM	Detailed quote submitted by Contractor as per approved rates and DWS Quotation template (with proof of receipt)
4.	Area Office Engineering Staff and D: SIAM Technical Staff check quotation for compliance	5 days	Email and telephone	Copy of email
5.	Project Manager issue approval to issue PO after recommended by D: SIAM Cluster Director to approve for Cluster projects. SIAM Director to approve for SIAM budget projects OR as per DWS delegations.	5 days	Email and telephone	Copy of email and acknowledgement of receipt by Area Office.
6.	Area Office issue PO	5 days	Copy of Generated PO sent to Contractor via email / fax	Copy of email / fax report with acknowledgement of receipt by Contractor
	Maximum allowable turnaround time	33 working days		

Initial _____

Table 2: Procedure- “Planned and Unplanned Maintenance

	ACTIVITY	MAXIMUM ALLOWABLE TURNAROUND TIME	MODE OF COMMUNICATION	PROOF OF COMMUNICATION
1.	Area Office issue RFQ to Contractor	1 day	Email of authorised RFQ with follow up phone call	Contractor acknowledge receipt of RFQ by email to sender of RFQ
2.	Site visit with Contractor	7 days	Meeting request via email.	Site visit minutes within 3 days of briefing with the attendance register.
3.	Contractor prepare and issue quotation	10 days	Email Submission of quotation with method statement and QCP signed by Contractor, submitted to Area Office and D: SIAM	Detailed quote submitted by Contractor as per approved rates and DWS Quotation template (with proof of receipt)
4.	Area Office Engineering Staff and D: SIAM Technical Staff check quotation for compliance	5 days	Email and telephone	Copy of email
5.	Project Manager issue approval to issue PO after recommended by D: SIAM Cluster Director to approve for Cluster projects. SIAM Director to approve for SIAM budget projects OR as per DWS delegations.	5 days	Email and telephone	Copy of email and acknowledgement of receipt by Area Office.
6.	Area Office issue PO	5 days	Copy of Generated PO sent to Contractor via email / fax	Copy of email / fax report with acknowledgement of receipt by Contractor
	Maximum allowable turnaround time	33 working days		

Initial _____

Table 3: Procedure - “Emergency Incident”

	ACTIVITY	MAXIMUM ALLOWABLE TURNAROUND TIME	MODE OF COMMUNICATION	PROOF OF COMMUNICATION
1.	Area Office contact Cluster Director; Cluster Director contact CD: IOM and D: SIAM, compile emergency certificate to CD: IOM and D: SIAM	1 day	Telephone call to Cluster Manager; Cluster Manager telephonically contact CD: IO and D: SIAM. Cluster Manager Email the emergency certificate to CD: IO and D: SIAM.	Copy of SMS, email or text message with acknowledgement SMS, email or fax from Cluster Manager, CD:IO and D: SIAM
2.	CD: IO and D: SIAM recommend emergency certificate for DDG: IM approval		Emergency certificate submitted for DDG: IM approval	Proof of receipt.
3.	Contractor requested to attend to site as soon as possible		Written communication (SMS Email) from Area Manager / Cluster Manager to Contractor	Copy of SMS or email with acknowledgement from the Contractor
4.	Area office engineering staff and Contractor attend to site		Written instruction from Area / Cluster Manager	Copy of SMS, email or fax report with acknowledgement from the Contractor and the Area Office Engineering staff
5.	Contractor prepare and issue quotation for actual work done	1 day	Submission of quotation signed by Contractor, submitted to Area Office and D: SIAM	Detailed quote submitted by Contractor as per approved rates and DWS Quotation template (with proof of receipt)
6.	Area Office Engineering Staff and D: SIAM Technical Staff check quotation for compliance	1 day	Email and telephone	Copy of email
7.	D: SIAM or Chief Engineer: Mechanical Maintenance issue approval to issue PO	1 day	Email and telephone	Copy of email and acknowledgement of receipt by Area Office.
8.	Area Office issue PO	3 days	Copy of Generated PO sent to Contractor via email / fax	Copy of email / fax report with acknowledgement of receipt by Contractor
	Maximum allowable turnaround time	7 working days		

Initial _____

7. SIAM REHABILITATION/ MAJOR CAPEX PROJECTS

This would be major mechanical and electrical rehabilitation or upgrade projects that are included in the D: SIAM demand plan and funded by D: SIAM or major Capex projects funded by Clusters, upon discretion of Project Managers. These projects will be the minority of projects, although usually more capital and time intensive. For these projects a “mini-competition” between Contractors and Alternate Contractors appointed on DWS03 to DWS06 shall apply, to ensure cost-effective project execution, whereafter a fixed price shall be agreed between the DWS and the Contractor.

- a. The SIAM Technical Staff will compile and submit a Request for Quotation (RFQ) together with a comprehensive and detailed scope of work and technical specification (with BOQ/Pricing Schedule) to **all contractors and alternate contractors within DWS03 to DWS06 appointed for the specific area office with a performance grade of “Satisfactory” or above.**
- b. The contractor must ensure that the requirements stated in the RFQ are unambiguous and fully understood prior to preparing the detailed quotation. A site visit will be required in order for the contractors to prepare a realistic quotation. The following personnel must be present during the site visit:
 - The Area Office Engineering Staff and Safety Officer (if available),
 - Technical staff allocated to that Area Office (from Directorate: SIAM) on an ad hoc basis,
 - The invited contractors and Sub-Contractors (if required)
 - The site visit must contain minutes of the visit and an attendance register.
- c. The invited contractors will submit a fixed price quotation, based on the tendered and approved rates for the contract, and a comprehensive quality programme to the SIAM project manager.
- d. The Technical Staff (from Directorate: SIAM) shall review the proposals from the contractors to confirm compliance with internal DWS specifications and project specific specifications.
- e. The SIAM Project Manager will check and scrutinize the quotation for compliance to the maintenance term contract, the issued Request for Quotation (RFQ), the site visit discussions, the estimated project cost is market related and to ensure that the supporting documents are included by the Contractors.

Note: The Department reserves the right to negotiate prices during the quotation acceptance or approval stage on any project under this term contract. Where price negotiations *fail, the Department reserves the right to utilise any Departmental procurement process to procure the services required.

*where the parties reach stalemate then the negotiations would have failed

Initial _____

- f. The SIAM Project Manager must forward the recommended quotation to the SIAM Director for approval after reviewed.
- g. A written approval to issue an official purchase order will be issued by the Engineer once D: SAM technical staff agrees with the contents of the recommended quotation and approved by the SIAM director.
- h. No work shall commence if the contractor is not in possession of the following documents:
- the official purchase order,
 - approved Quality Control Plans (QCPs),
 - approved design drawings (where applicable),
 - approved project/maintenance work schedule
 - Safety File (Accepted by the Area/Cluster office Safety Officer / Engineering Staff),
 - and a Departmental work permit (completed and signed by the Engineering Staff / Area Manager)
- i. The work on and off site shall be inspected by the Engineering Staff (including the Safety Officer) and Technical staff as per the holding points on the approved QCPs and in accordance with the requirements of the Occupational Health and Safety Act and Regulations.
- j. Testing, technical completion and commissioning certificates shall be completed and signed by the engineering staff, technical staff and/or the applicable Engineer, applicable Area Office Manager and the SIAM Director (where applicable).
- k. The engineering staff will be responsible for processing payments once he/she and the technical support staff are satisfied with the maintenance work and the invoice reflects the work done and contains the required supporting documents for payment. Payment shall be made for the fixed quoted price for the project after verifying completion of the scope of work, and not based on actual costs.

Initial _____

TABLE 4: Procedure- SIAM REHABILITATION/ MAJOR CAPEX PROJECTS

	ACTIVITY	ESTIMATED DURATION	MODE OF COMMUNICATION	PROOF OF COMMUNICATION
1.	SIAM Project Manager issue RFQ to Contractor	1 day	Email of authorised RFQ with follow up phone call	Contractor acknowledge receipt of RFQ by email to sender of RFQ
2.	Site visit with Contractor	3 days	Meeting request via email.	Site visit minutes and attendance register.
3.	Contractor prepare and issue quotation	20 days	Submission of quotation signed by Contractor, submitted to D: SIAM	Detailed quote submitted by Contractor as per approved rates and DWS Quotation template (with proof of receipt)
4.	D: SIAM Technical Staff check quotations for compliance and evaluate proposals	10 days	Email and telephone	Copy of email
5.	Engineer issued approval to issue PO after recommended by D: SIAM and approved by Chief Director: Infrastructure Operations (if applicable)	3 days	Email and telephone	Copy of email and acknowledgement of receipt by Project Manager
6.	SIAM issue PO	7 days	Copy of Generated PO sent to Contractor via email / fax	Copy of email / fax report with acknowledgement of receipt by Contractor
	Total estimated duration	44 working days		

Initial _____



DEPARTMENT OF WATER AND SANITATION

DWS05-0926 WTE

FOUR-YEAR TERM CONTRACT FOR MECHANICAL AND OTHER RELATED MAJOR PLANT AND MACHINERY INSTALLATION, MAINTENANCE, REPAIR, REFURBISHMENT AND UPGRADE FOR EASTERN OPERATIONS (KWAZULU-NATAL). ONLY RESPONDENTS WITH CIDB GRADING 8ME OR HIGHER ARE ELIGIBLE TO BID

ANNEXE B: DEPARTMENT SECURITY RULES AND REGULATIONS FOR CONTRACTORS

Initial _____

Department Security rules and regulations for contractors

All Contractors / Subcontractors / Companies / Persons who perform any tasks on the property of the Department of Water and Sanitation will have to complete the following documents and familiarise themselves with the contents thereof. Before you will be allowed to commence with the work the responsible officer will have to ascertain that:

- the Contractor / Subcontractor is familiar with the Occupational Health and Safety Act, Act No. 85 of 1993, as amended and will comply with the Act
- the workers have been equipped with the necessary safety equipment and
- these are in a good condition and
- the worker(s) have been briefed about the precautions
- first aid equipment is available
- person(s) on site has knowledge of basic first aid
- the Contractor/ Subcontractor is familiar with the general safety rules and regulations
- all work will be carried out under constant supervision of the Contractor
- the Contractor/ Subcontractor is registered with the Compensation Commissioner
- the Contractor/ Subcontractor abides by the lock-out systems and does a zero energy lockout with his own locks to prevent untimely activating of equipment.
- the whole works and all tools and materials will be at the sole risk of the Contractor/ Subcontractor until final completion, testing and hand-over
- hot work permits are issued where required (for welding work & all work where open flames are present) General Safety Regulations 9 (5)
- fire fighting equipment is suitable and adequate for all the jobs, wherever it is done. (supplied by the Contractor/ Subcontractor)
- respiratory equipment is used in confined areas when chemicals are used
- safety harnesses and life-lines are used where necessary
- lifting equipment have load test certificates (the owner of the equipment is responsible) Operators must have training in use of lifting gear

Initial _____

Contractor/ Subcontractor must abide by the security rules namely:

- Register must be completed for every visit and fire-arms must be declared
- Identification must be provided by person in control
- All goods brought onto premises must be declared and goods may only be removed accompanied by a removal document signed by the officer in control.
- Speed is limited to 40 k/h within the boundary of the Department.

Page 1/2

Initial _____

Department Security rules and regulations for contractors

I/We namely: _____

ADDRESS: _____

POSTAL CODE TELEPHONE _____

being (a) **the Main Contractor**
(b) **the Subcontractor** *Delete where not applicable

Appointed by Department of Water and Sanitation

1 Acknowledge having receiving a copy of the Department health, safety and security rules and regulations concerning contractors.

2 Appoint _____ ID No. _____
as our representative and the responsible person on site for the duration of my /our work on the premises of The Department of Water and Sanitation

3 Authorized by _____

being the "USER" as defined in the Occupational Health and Safety Act, Act 85/1993 to appoint the said (person in 2 above)

4 N.B

(a) This appointment is to be completed by all contractors, as well as every sub-contractor appointed by the Main contractor and is to be handed to the Area Manager or the officer in control by the appointee prior to the commencement of any work on the premises of the Department of Water Affairs.

(b) Wherever a contractor work on the premises/subsidiaries of the Department of Water and Sanitation from time to time or on a
Continuing basis, this contract shall be valid for one year with the effect from date of contract.

I/We also understand and undertake to familiarise ourselves with the contents of *SECTION 37(2)* of the Occupational Health and safety act. Act 85/1993.

Signed _____ Date _____ 20 _____

CHIEF EXECUTIVE OFFICER

or 16(2) Appointee (person in control of Contract)

Initial _____



DEPARTMENT OF WATER AND SANITATION

DWS05-0926 WTE

FOUR-YEAR TERM CONTRACT FOR MECHANICAL AND OTHER RELATED MAJOR PLANT AND MACHINERY INSTALLATION, MAINTENANCE, REPAIR, REFURBISHMENT AND UPGRADE FOR EASTERN OPERATIONS (KWAZULU-NATAL). ONLY RESPONDENTS WITH CIDB GRADING 8ME OR HIGHER ARE ELIGIBLE TO BID

ANNEXE C: SAFETY AND SECURITY INSTRUCTIONS FOR CONTRACTORS

Initial _____

SAFETY AND SECURITY INSTRUCTIONS FOR CONTRACTORS

GENERAL

- Failure to comply with the contents of this document could result in legal prosecution by the Department of Labour, Planning and/or result in unnecessary costs to the contractor.
- Contractor's Supervisors and employees will be required to comply to the OCCUPATIONAL HEALTH & SAFETY ACT and with all risk and Loss Control Standards. Health and Safety representatives as required by Section 17 of the OSH ACT will be appointed to assist the responsible person to comply with this act.
- All work carried out by contractors shall be under constant supervision.
- Contractors to inform security one day before they intend coming onto the premises at the latest 16:00.
- No contractor will be allowed on the premises if they are not registered with the COMPENSATION COMMISSIONER and Department of Labour.
- Contractors will only be allowed to enter the premises with a valid Identification.

ACCIDENT/INCIDENT'S TO WORKMEN AND PUBLIC LIABILITY

1.The contractor shall indemnify the Department of Water and Sanitation against liability for all claims, demands, costs, proceedings, charges, expenses and compensation payable by law or by Industrial Council Agreement in respect of or in consequence of any accident or injury to any workman or other persons engaged in or upon the services of the Contractor or Sub-Contractors, or any public liability or third party claim against the Department of Water and Sanitation resulting from the activities of the Contractor or Sub-Contractor.

2.The contractor shall ensure; in it's own name, against liability for all such claims, demands, costs, proceedings, charges, expenses and compensation and shall continue such insurance during the whole time that any persons are employed by it or the Contractor is on Department property.

3.Provided always that, in respect of any person/s employed by any Sub-Contractor, the contractor's obligation shall be satisfied if the Sub-Contractor shall have insured against the liability.

Insurance policies and renewals required in terms of this clause shall be produced to the Department of Water and Sanitation if required.

4.All injuries/incidents suffered by the Contractor /Sub-Contractor shall be reported to the Health and Safety Co-ordinator without delay.

5.All injuries/incidents shall be investigated on the prescribed form provided by the Department of Labour within the allotted time frame.

Initial _____

6.The Contractor shall use its best endeavours to keep confidential and prevent disclosure of information known-how or data disclosed to the Contractor by or on behalf of the Department of Water and Sanitation in the course of or as a result of or in connection with the Contract.

7.Confidential information may be disclosed by the Contractor on a confidential basis only to employees, vendors and Sub-Contractors who require such information in the performance of their work in connection with the Contract.

8.The Contractor shall not use or permit to be used any confidential information in the performance of any work for persons other than those of the Department.

WE HEREBY AGREE TO ABIDE BY THE ABOVE RULES AND REGULATIONS.

NAME OF CONTRACTOR: _____

SIGNATURE OF THE CONTRACTOR OWNER: _____

SIGNATURE OF RESPONSIBLE PERSON: _____

DATE: _____

Initial _____



DEPARTMENT OF WATER AND SANITATION

DWS05-0926 WTE

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ANNEXE D: CONTRACTOR'S INFORMATION FOR COMPENSATION COMMITTEES PURPOSE

Initial _____

CONTRACTORS INFORMATION FOR COMPENSATION COMMISSIONER'S PURPOSE

1. FIRM _____
2. ADDRESS AND TELEPHONE NUMBER _____

3. REASON FOR BEING ON OUR PREMISES: _____

4. COMMENCING DATE OF WORK: _____
5. DATE AT COMPLETION OF WORK: _____
6. IS YOUR FIRM REGISTERED WITH THE COMPENSATION COMMISSIONER:

7. YOUR REGISTRATION NUMBER: _____
8. NUMBER OF STAFF ON OUR PREMISES: _____
9. SUPERVISOR'S NAME: _____
10. DID YOUR FIRM NOTIFY THE DEPARTMENT OF LABOUR OF YOUR PRESENCE AT OUR PREMISES:

11. PROVIDE A COPY OF THE AUTHORISATION OF THE COMPETENT PERSON ON OUR PREMISES
AND HIS TELEPHONE NUMBER AT WORK: _____
12. NAME OF THE RESPONSIBLE PERSON OF YOUR FIRM FOR LIAISON PURPOSES WITH THE DEPARTMENT OF LABOUR _____
AND HIS TELEPHONE NUMBER: _____
13. NAME LIST OF ALL STAFF MEMBERS ON OUR PREMISES:

Initial _____



DEPARTMENT OF WATER AND SANITATION

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ANNEXE E: CERTIFICATE OF COMPLIANCE

Initial _____

CERTIFICATE OF COMPLIANCE

This certificate must be completed in duplicate by the officer in control of work to be done by a contractor on the premises of the Department of Water and Sanitation.

I _____

Have checked the equipment and the ability of the Contractor in respect of the work to be performed.

I have checked:

Description	Condition	Remark
First aid Kit		
Fire Fighting		
Lifting equipment		
Respiratory equipment		
Hot work permit		
Safety Harness		
Life Lines		
Lock-out		
Ladders		
Electrical equipment		

I Have received:

Description	Yes/No	Remark
Signed indemnity form		
Names of responsible persons		
List of tools and equipment		
Certificates for lifting equipment		

I declare that the person in control has knowledge of the OSH act, is aware of the safety hazards connected to this work and that the equipment is in a serviceable condition to perform the required tasks.

	DWS	Contractor
Signed		
Position		
Place		
Date		

Initial _____