



## DEPARTMENT OF WATER AND SANITATION

DUE AT 11:00 ON

**(CLOSING DATE: 17 MARCH 2026)**

**DWS20 0226 WTE**

**THE MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION,  
COMMISSIONING AND SITE SUPERVISION OF MODIFIED DELIVERY  
PIPEWORK AND INSTALLATION OF SPARE CONTROL VALVES AT  
DRAKENSTEIN PUMPING STATION, WESTERN CAPE. ONLY  
RESPONDENTS WITH CIDB GRADING 6ME OR HIGHER ARE ELIGIBLE  
TO BID**

**SUBMIT BID DOCUMENTS TO:**

**POSTAL ADDRESS:**

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

**OR**

**TO BE DEPOSITED IN:**

THE BID BOX AT THE ENTRANCE  
OF ZWAMADAKA BUILDING  
157 FRANCIS BAARD STREET  
PRETORIA, 0001

**Compulsory Briefing Session 1:**

**Date: 11 February 2026**

**Time: 08:30am**

**Venue: Drakenstein Pumping Station [site]**

(GPS co-ordinates -33.843701, 19.016252)

**Compulsory Briefing Session 2:**

**Date: 23 February 2026**

**Time: 08:30am**

**Venue: Kliphoek Pumping Station [site]**

(GPS co-ordinates -26.675903, 30.273318)

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

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

.....
-------

**COMPILED BY:**

**DEPARTMENT OF WATER AND SANITATION: ENGINEERING SERVICES**



## DEPARTMENT OF WATER AND SANITATION

DWS20 0226 WTE

**THE MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION,  
COMMISSIONING AND SITE SUPERVISION OF MODIFIED DELIVERY  
PIPEWORK AND INSTALLATION OF SPARE CONTROL VALVES AT  
DRAKENSTEIN PUMPING STATION, WESTERN CAPE. ONLY  
RESPONDENTS WITH CIDB GRADING 6ME OR HIGHER ARE ELIGIBLE  
TO BID**

### PROCUREMENT DOCUMENT

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

**Issued by:**

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

**Prepared by:**

Engineering Services  
Department of Water and Sanitation

Initial \_\_\_\_\_



## DEPARTMENT OF WATER AND SANITATION

DWS20 0226 WTE

**THE MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION,  
COMMISSIONING AND SITE SUPERVISION OF MODIFIED DELIVERY  
PIPEWORK AND INSTALLATION OF SPARE CONTROL VALVES AT  
DRAKENSTEIN PUMPING STATION, WESTERN CAPE. ONLY  
RESPONDENTS WITH CIDB GRADING 6ME OR HIGHER ARE ELIGIBLE  
TO BID**

### 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 Bill of Quantities

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

- C3 Scope of work

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

- C4. Site Information

#### **Appendix A: Drawings**

#### **Appendix B: Particular Specification DSP-1-1 and Particular Specification KPS-1-1**

Initial \_\_\_\_\_



## DEPARTMENT OF WATER AND SANITATION

**DWS20 0226 WTE**

**THE MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION,  
COMMISSIONING AND SITE SUPERVISION OF MODIFIED DELIVERY  
PIPEWORK AND INSTALLATION OF SPARE CONTROL VALVES AT  
DRAKENSTEIN PUMPING STATION, WESTERN CAPE. ONLY  
RESPONDENTS WITH CIDB GRADING 6ME OR HIGHER ARE ELIGIBLE TO  
BID**

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

The Department of Water and Sanitation has invited contractors to enter into a contract for manufacturing, supply, delivery, installation, commissioning and site supervision at CIDB grade 6ME for the refurbishment of the delivery pipework at Drakenstein Pumping Station, Western Cape.

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

Tenderers must have a CIDB contractor grading designation of 6ME or higher.

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

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

Two compulsory site clarification meetings with representatives of the Employer will take place. The first site meeting will take place at the Drakenstein Pumping Station Site (All bidders to gather at gate entrance to the Drakenstein Correctional Services, GPS co-ordinates -33.843701, 19.016252 and move in one convoy to the pump station – see Submission Data for further particulars) on **11 FEBRUARY 2026** starting at **08:30 hrs**. The second site meeting will take place at the Kliphoek Pumping Station Site (All bidders to gather at gate entrance to site, GPS co-ordinates -26.675903, 30.273318 – see Submission Data for further particulars) on starting **23 FEBRUARY 2026** starting at **08:30 hrs**

The closing time for receipt of tenders is **11:00 hrs on 17 MARCH 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.

Initial \_\_\_\_\_



## DEPARTMENT OF WATER AND SANITATION

DWS20 0226 WTE

### THE MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND SITE SUPERVISION OF MODIFIED DELIVERY PIPEWORK AND INSTALLATION OF SPARE CONTROL VALVES AT DRAKENSTEIN PUMPING STATION, WESTERN CAPE. ONLY RESPONDENTS WITH CIDB GRADING 6ME 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	<b>GENERAL REQUIREMENTS</b>
4.1	The Employer is the <b>Department of Water and Sanitation Strategic Infrastructure Asset Management</b>
4.2	DWS 9900 (2 <sup>nd</sup> Edition; July 2022) DWS 2020 DWS1601 DWS2510 (All relevant sections) Appendix A: Drawings (Digital) Appendix B: Particular Specification DPS 1-1
4.4	The employer's agent is the Chief Engineer D:SIAM – Mechanical Asset Management: <a href="mailto:dearloveb@dws.gov.za">dearloveb@dws.gov.za</a>
4.4	The language for communications is <b>English</b>

Initial \_\_\_\_\_

5	ELIGIBILITY CRITERIA
5.1.1	<p>Only those Tenderers who are registered with the CIDB, prior to the evaluation of submissions, in a Contractor grading designation equal to or higher than a Contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a CIDB 6ME or higher class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB; &amp;</li> <li>2. the lead partner has a Contractor grading designation in the CIDB 6ME or higher class of construction work; or not lower than one level below the required grading designation in the class of works for construction works under consideration and possess the required recognition status</li> <li>3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a CIDB 6ME or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol> <p>An Entity is not eligible to submit a bid if:</p> <ol style="list-style-type: none"> <li>(a) the Tenderer does not comply with the legal requirements of the Department's Procurement Policies;</li> <li>(b) the Entity submitting the bid is under restrictions or has principals who are under restriction to participate in the Department's procurement due to corrupt or fraudulent practices;</li> <li>(c) the Tenderer does not have the legal capacity to enter into the contract;</li> <li>(d) the Entity submitting the bid is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;</li> <li>(e) the Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;</li> <li>(f) the Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of the legislation applicable to the work in the contract;</li> <li>(g) The respondent and any of its directors/shareholders are not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 or the National Treasury's Database of Restricted Suppliers (see <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) as a person prohibited from doing business with the public sector;</li> <li>(h) the Tenderer does not comply with the legal requirements of the Department's Procurement Policies;</li> <li>(i) the Entity submitting the bid is under restrictions or has principals who are under restriction to participate in the Department's procurement due to corrupt or fraudulent practices;</li> <li>(j) the Tenderer does not have the legal capacity to enter into the contract;</li> <li>(k) The respondent is not registered on the Central Supplier Database (CSD) for the South African government (see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a>) unless it is a foreign supplier with no local registered entity and attached company CSD report (Annexure L);</li> <li>(l) The respondent has not completed the Compulsory Declaration and there are no legal reasons for not permitting the respondent from contracting with the Employer;</li> <li>(m) The respondent, unless a foreign supplier, is not tax compliant or provides written proof from SARS that the respondent has made arrangements to meet outstanding tax obligations. Proof of Tax pin page to be submitted (Annexure K);</li> <li>(n) The respondent cannot provide financial statements complying with applicable legislation for the preceding financial year within 24 months of the year end;</li> </ol>

Initial \_\_\_\_\_

	<ul style="list-style-type: none"> <li>(o) The respondent is not registered and in good standing with the compensation fund or with a licensed compensation insurer;</li> <li>(p) the Tenderer has failed to perform on any previous contract and has been given a written notice to this effect;</li> <li>(q) the Tenderer or a competent authorized representative of the Entity who submitted the tender has not attended the compulsory clarification meeting or site briefing session if applicable;</li> <li>(r) the bid-offer is not signed by a person authorized to sign on behalf of the Tenderer;</li> <li>(s) more than one bid has been submitted by a Tenderer. Each Tenderer shall submit only one bid for the same project, either individually as a Tenderer or as a partner in a joint venture. No Entity can be a subcontractor while submitting a bid individually or as a partner of a joint venture in the same bidding process. An Entity, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity. A Tenderer who submits or participates in more than one bid will cause all the proposals in which the Tenderer has participated to be disqualified;</li> <li>(t) Tenderers need to satisfy the requirement of clause 6.8 and 6.11.</li> </ul>
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.

Initial \_\_\_\_\_

5.7	<p>The arrangements for a compulsory site clarification meeting are as stated in the Tender Notice and Invitation to Tender. (Site clarification meeting is also referred to as site briefing session.). Note that both site clarification meetings at both sites are compulsory.</p> <ul style="list-style-type: none"> <li>• <b>DIRECTIONS TO DRAKENSTEIN PUMPING STATION:</b> The Pump Station is situated in Drakenstein Correctional Centre between Franschhoek and Paarl in the Western Cape, South Africa. Restricted entry will be through the gate at GPS co-ordinates -33.843701, 19.016252. All the attendees will enter the gate in one group, early arrival at the rendezvous is a prerequisite.</li> </ul> <p><b>From Paarl</b>, take the R304 going south towards Wemmershoek. Look for the sign that states: Department of Correctional Services – Drakenstein. Turn right and continue towards the main gate at the rendezvous point.</p> <p><b>From Franschhoek</b>, take the R45 going northwest towards Wemmershoek. At the T-junction at Wemmershoek Primary School, turn right on to the R301. Drive for approximately 5.7 km and look for the sign that states: Department of Correctional Services – Drakenstein. Turn left and continue towards the main gate at the rendezvous point.</p> <p><b>DIRECTIONS TO KLIPHOEK PUMPING STATION:</b> The Pump Station is situated approximately 50 km south-east from Ermelo or approximately 72 km northwest from Mkhondo. Restricted entry will be through the gate at GPS co-ordinates - 26.676326, 30.274036.</p> <p><b>From Ermelo</b>, take the N2 heading south-east for 39 km. Make a left turn onto station street heading to Sheepmoor. Once through Sheepmoor, take another left turn at coordinates -26.711031, 30.297385 onto a gravel road. Follow the gravel road for 4.7 km and make another left turn towards the gate of Kliphoek Pumping Station</p> <p><b>From Mkhondo</b>, take the N2 heading northwest for approximately 62 km. Make a right turn onto station street heading to Sheepmoor. Once through Sheepmoor, make a left turn at coordinates -26.711031, 30.297385 onto a gravel road. Follow the gravel road for 4.7 km and make another left turn towards the gate of Kliphoek Pumping Station.</p> <p>The gravel site access roads are regularly maintained but can get challenging under abnormal rainfall conditions.</p> <p><b>NOTE TO TENDERER:</b> Personal Protective Equipment (PPE) such as safety boots will be required before entering the site to examine some aspects of the works. Since the pumping station is inside the Drakenstein Correctional Centre; the names of all persons to attend the meeting and the registration number of the vehicle to be used must be forwarded one week in advance to arrange entry. No ID, no entry.</p> <p>A full-time employee of the respondent who is/are duly authorised and involved in preparing submissions shall sign the attendance list in the respondent's name and get the Annexure A signed by a duly authorised DWS official.</p> <p>If addenda should be issued, it will only be issued to the respondents appearing on the attendance register.</p>
5.10	Tenderers are required to state the rates and currencies in South African Rand (ZAR).
5.12	No alternative offer will be accepted.
5.13.1	<p>Parts of each tender offer communicated on paper shall be submitted as an original, plus one (1) softcopy.</p> <p>The tenderer is requested to also provide an electronic format <b>PDF (soft) copy on a USB flash drive</b> of the complete tender submission and to include this in their tender submission.</p>

Initial \_\_\_\_\_

5.13.2	<p>The tenderer is required to provide proof of authority for the signatory to sign the form of offer and acceptance and attach it to Annexure I, e.g., a company resolution.</p> <p>Complete and sign Annexure I</p>
5.13.4	<p>The tenderer is required to submit with his tender the following certificates as per requirements in 6.8 and returnable documents T2.2.</p>
5.13.5	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p><b>1) <u>TENDER DETAILS:</u></b>  <b>Tender reference number: DWS20 0226 WTE</b></p> <p><b>Title of Tender:</b>  <b>MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND SITE SUPERVISION FOR THE MODIFIED DELIVERY PIPEWORK AND INSTALLATION OF SPARE CONTROL VALVES AT DRAKENSTEIN PUMPING STATION. ONLY RESPONDENTS WITH CIDB GRADING 6ME OR HIGHER ARE ELIGIBLE TO BID.</b></p> <p><b>2) <u>DETAILS AND ADDRESS FOR DELIVERY OF TENDER OFFERS:</u></b>  <b>Location of tender box</b> THE BID BOX AT THE ENTRANCE  <b>Physical address:</b> ZWAMADAKA BUILDING  157 FRANCIS BAARD STREET,  PRETORIA,  0001</p>
5.13.5	<p>The "ORIGINAL" and "PDF (soft) copy on USB flash disk" are to be submitted. The PDF soft copy on a USB Flash drive is to be submitted together with the "ORIGINAL" packages.</p>
5.13.6	<p>Telephonic, telegraphic, telex, facsimile or e-mailed tender offers shall <b>NOT</b> be accepted.</p>
5.14	<p>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.</p>
5.15	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</p>
5.16.1	<p>The tender offer validity period is 120 days.</p>
5.19	<p>Minimum notification period for access to the Tenderers premises for inspection, test and analysis as follows:</p> <ol style="list-style-type: none"> <li>1) 72 hours (3 days) notification from the Employer to the Tenderer/Contractor; &amp;</li> <li>2) 72 hours (3 days) notification from the Contractor to the Employer for inspections.</li> </ol>
5.20	<p>The Tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Guarantee to the format included in Part C1.3 of this procurement document. (See also GCC 2015: Clause 6.2 – Security.)</p>
<b>6</b>	<b>EMPLOYER'S UNDERTAKINGS</b>

Initial \_\_\_\_\_

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

Initial \_\_\_\_\_

6.10	<p>Bids will be evaluated in accordance with the new Preferential Procurement Regulations, 2022, using 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000. The acceptable bids will score 80 points for price and a maximum of 20 points will be awarded for the specific goals. Maximum of 100 points will be scored for functionality (quality).</p> <p>Bids received will be evaluated on the four (4) phases namely:</p> <ol style="list-style-type: none"> <li>(1) Mandatory Requirements,</li> <li>(2) Quality,</li> <li>(3) Price &amp; Preference,</li> <li>(4) Administrative Compliance.</li> </ol>
6.11	<p><b>1) <u>PHASE 1: MANDATORY REQUIREMENTS:</u></b></p> <p>Failure to submit any of the documents listed below will render your bid non-responsive and the bid will be disqualified.</p> <p>An Entity is only eligible to move to phase 2 of the evaluation if:</p> <ol style="list-style-type: none"> <li>1) The Tenderer or a competent authorized representative of the Entity who submitted the tender has attended <b>BOTH</b> the compulsory clarification meetings (site briefing sessions), and submitted:             <ol style="list-style-type: none"> <li>a) signed both the attendance registers (Drakenstein Pump Station &amp; Kliphoek Pump Station); and</li> <li>b) submit a Certificate of attendance at compulsory clarification meeting (Annexure A) as per clause 5.7, for each site briefing session (Drakenstein Pump Station &amp; Kliphoek Pump Station).</li> </ol> </li> <li>2) The Tenderer is registered with the Construction Industry Development Board in a contractor grading designation of 6ME or higher. Proof of active CIDB registration to be submitted (Annexure J);</li> <li>3) Financial statements are submitted, showing an annual turnover of at least R6.5 million for the best financial year in the recent two years (Annexure H).</li> <li>4) <b>Certified</b> Proof of Pr Eng / Pr Tech Eng / Pr Techni Eng registration with the Engineering Council of South Africa (ECSA) for the <b>project manager</b>. Candidate registrations will not be accepted.</li> <li>5) <b>Certified</b> proof of Professional Construction Manager registration with the South African Council for Project and Construction Management Professions (SACPCMP) for the <b>construction manager</b>. Candidate registrations will not be accepted.</li> </ol>
6.11	<p><b>2) <u>PHASE 2: QUALITY</u></b></p> <p>As explained in 6.11.9.</p> <p>The Tenderer must score a minimum of 70 points out of 100 to allow them to proceed to the next phase of evaluation. The quality evaluation shall be performed alongside at least one experienced technical professional with expertise in the hydro-mechanical field.</p>
6.11	<p><b>3) <u>PHASE 3: PRICE AND PREFERENCE</u></b></p> <p>As explained in 6.11.7 &amp; 6.11.8.</p>

Initial \_\_\_\_\_

6.11	<b>4) <u>PHASE 4: ADMINISTRATIVE COMPLIANCE</u></b>			
	Tenderers are required to comply with the following listed below:			
	In the case of Joint Venture: all parties need to submit the below documentation.			
	<b>No</b>	<b>Criteria</b>	<b>Yes</b>	<b>No</b>
	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, SBD3.1, SBD4 & SBD6.1.		
	7	Complete, sign, submit compulsory declaration (Annexure D), preference schedule (Annexure E) & B-BBEE (Annexure F) (Failure to submit a valid copy of B-BBEE Status Level Verification Certificate or a valid original sworn affidavit, the Bidder will forfeit the relevant points allocated for B-BBEE under specific goals).		
	8	Complete, sign, submit Annexure B, C, H, N, O, P, Q, R, & S.		
	9	Initial each page of the entire tender document.		

Initial \_\_\_\_\_

6.11.7	<p><b>Price Score:</b></p> <p>Score for financial offers using the following formula:</p> $N_{FO} = W_1 \times A$ <p>Where:</p> <p><math>N_{FO}</math> → is the number of tender evaluation points awarded for the financial offer;</p> $A = \left(1 - \left(\frac{P - P_m}{P_m}\right)\right) \quad (\text{As per Preferential Procurement Regulations, 2022})$ <p>P is the comparative offer of the tender offer under consideration. Note the comparative offer as indicated in the BOQ;</p> <p><math>P_m</math> is the comparative offer of the most favourable comparative offer. Note the comparative offer as indicated in the BOQ; and</p> <p><math>W_1</math> equals 80 where the financial value inclusive of VAT of the lowest acceptable bid received have a value of equal or below R50 000 000,00.</p> <p><math>W_1</math> equals 90 where the financial value inclusive of VAT of the lowest acceptable bid received have a value of equal or below R50 000 000,00.</p>														
6.11.8	<p><b>Preference Score:</b></p> <p>Preferential Procurement Regulations, 2022, will be used to evaluate this proposal as per the applicable threshold value.</p> <p>Bid proposals will be evaluated based on the 80/20 preference points system in accordance with the PPPFA Act (Act no. 5 of 2000). Where a maximum of 80 points will be awarded in respect of price and a maximum of 20 points will be awarded for specific goals.</p> <p><math>N_p</math> shall be calculated to a maximum of 20 points, as claimed in Table 1 below in accordance with Preferential Procurement Regulations, 2022 and described below.</p> <p>Points claimed will be according to a Tenderer's specific goals as indicated in Table 1 below:</p> <p>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.</p> <p><b>Table 1: Specific goals for the tender and points claimed</b></p> <table border="1" data-bbox="419 1334 1303 1731"> <thead> <tr> <th data-bbox="419 1334 997 1432">The specific goals allocated points in terms of this tender</th><th data-bbox="997 1334 1303 1432">Number of points allocated (80/20 system)</th></tr> </thead> <tbody> <tr> <td data-bbox="419 1432 997 1468">Women Ownership</td><td data-bbox="997 1432 1303 1468">4</td></tr> <tr> <td data-bbox="419 1468 997 1504">Disability Ownership</td><td data-bbox="997 1468 1303 1504">4</td></tr> <tr> <td data-bbox="419 1504 997 1540">Youth Ownership</td><td data-bbox="997 1504 1303 1540">4</td></tr> <tr> <td data-bbox="419 1540 997 1603">Location of enterprise (local equals province) – Western Cape</td><td data-bbox="997 1540 1303 1603">2</td></tr> <tr> <td data-bbox="419 1603 997 1666">B-BBEE status level contribution from level 1 to 2 which are QSE or EME</td><td data-bbox="997 1603 1303 1666">6</td></tr> <tr> <td data-bbox="419 1666 997 1731"><b>TOTAL SCORED POINTS</b></td><td data-bbox="997 1666 1303 1731"><b>20</b></td></tr> </tbody> </table>	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Women Ownership	4	Disability Ownership	4	Youth Ownership	4	Location of enterprise (local equals province) – Western Cape	2	B-BBEE status level contribution from level 1 to 2 which are QSE or EME	6	<b>TOTAL SCORED POINTS</b>	<b>20</b>
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)														
Women Ownership	4														
Disability Ownership	4														
Youth Ownership	4														
Location of enterprise (local equals province) – Western Cape	2														
B-BBEE status level contribution from level 1 to 2 which are QSE or EME	6														
<b>TOTAL SCORED POINTS</b>	<b>20</b>														

Initial \_\_\_\_\_

**"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 and Development Programme as published in *Government Gazette* No. 16085 date 23 November 1994.

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

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

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

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

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

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

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

**Table 2: Documents required for verification of Tenderer claimed points**

Specific Goal	Required Proof Documents
Women Ownership	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	<ul style="list-style-type: none"> <li>• Valid B-BBEE certificate/sworn affidavit</li> <li>• Consolidated B-BBEE certificate in cases of Joint Ventures</li> <li>• Full CSD Report</li> </ul>

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.

Initial \_\_\_\_\_

6.11.9	<p>The quality criteria and maximum score in respect of each of the criteria are as follows:</p> <table border="1" data-bbox="382 278 1271 503"> <thead> <tr> <th data-bbox="382 278 970 332">Quality criteria</th><th data-bbox="970 278 1271 332">Maximum number of points</th></tr> </thead> <tbody> <tr> <td data-bbox="382 332 970 377">1 Company Experience in Relation to Scope of Works</td><td data-bbox="970 332 1271 377">35</td></tr> <tr> <td data-bbox="382 377 970 422">2 Key-personnel / Supervisory and Management Staff</td><td data-bbox="970 377 1271 422">25</td></tr> <tr> <td data-bbox="382 422 970 467">3 Technical Proposal</td><td data-bbox="970 422 1271 467">40</td></tr> <tr> <td data-bbox="382 467 970 503"><b>Maximum possible score for quality (M<sub>s</sub>)</b></td><td data-bbox="970 467 1271 503"><b>100</b></td></tr> </tbody> </table> <p>Quality shall be scored by not less than three evaluators in accordance with the following schedules:</p> <ul style="list-style-type: none"> <li>Annexure N: Quality Achievement Schedule</li> </ul> <p><b>The minimum number of evaluation points for quality is 70. A score of less than 70 will render the bidder unresponsive.</b></p>	Quality criteria	Maximum number of points	1 Company Experience in Relation to Scope of Works	35	2 Key-personnel / Supervisory and Management Staff	25	3 Technical Proposal	40	<b>Maximum possible score for quality (M<sub>s</sub>)</b>	<b>100</b>
Quality criteria	Maximum number of points										
1 Company Experience in Relation to Scope of Works	35										
2 Key-personnel / Supervisory and Management Staff	25										
3 Technical Proposal	40										
<b>Maximum possible score for quality (M<sub>s</sub>)</b>	<b>100</b>										
6.11.9	<p><b><u>SCORING OF QUALITY:</u></b></p> <p>The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows:</p> <p>Each evaluation criteria will be assessed in terms of five indicators – no response, poor, satisfactory, good and very good. Scores of 0%, 40%, 70%, 90% or 100% will be allocated to no response, poor, satisfactory, good and very good, respectively. The scores of each of the evaluators will be averaged, weighted, and then totalled to obtain the final score for quality.</p>										
6.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> <li>the Tenderer is registered on the Central Supplier Database (CSD) for the South African government (see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a>) unless it is a foreign supplier with no local registered entity;</li> <li>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;</li> <li>the financial offer is market-related and/or represents value for money;</li> <li>the Tenderer is registered with the Construction Industry Development Board (CIDB) in an appropriate Contractor grading designation;</li> <li>the Tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 the National Treasury's Database of Restricted Suppliers (see <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) as a person prohibited from doing business with the public sector;</li> <li>the Tenderer has not: <ol style="list-style-type: none"> <li>abused the Employer's Supply Chain Management System; or</li> <li>failed to perform on any previous contract and has been given a written notice to this effect;</li> </ol> </li> <li>the Tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;</li> <li>the Tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance guarantee to the format included in Part C1.3 of this procurement document;</li> <li>the Tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; &amp;</li> <li>the employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</li> </ol>										

Initial \_\_\_\_\_

6.14	<p>If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of</p> <ul style="list-style-type: none"> <li>a) addenda issued during the tender period,</li> <li>b) inclusion of some of the returnable documents, and</li> <li>c) other revisions agreed between the employer and the successful tenderer during the process of offer and acceptance.</li> </ul> <p>Complete the schedule of deviations attached to the form of offer and acceptance, if any.</p>
6.17	<p>The number of paper copies of the signed contract to be provided by the employer to the successful Tenderer is One (1).</p>

Initial \_\_\_\_\_



# DEPARTMENT OF WATER AND SANITATION

DWS20 0226 WTE

**THE MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION,  
COMMISSIONING AND SITE SUPERVISION OF MODIFIED DELIVERY  
PIPEWORK AND INSTALLATION OF SPARE CONTROL VALVES AT  
DRAKENSTEIN PUMPING STATION, WESTERN CAPE. ONLY  
RESPONDENTS WITH CIDB GRADING 6ME 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:

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

Initial \_\_\_\_\_

**RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES  
THAT WILL BE INCORPORATED INTO THE CONTRACT**

<b>Doc. Ref. Nr.</b>	<b>Document / Schedule</b>	<b>Completed (Tick)</b>
Annexure G	Company Intellectual Property Commission Certificate	
Annexure H	Annual Financial Statements Declaration	
Annexure I	Authority Of Signatory	
Annexure J	Contractor Registration with Construction Industry Development Board (CIDB)	
Annexure K	TAX compliance Status	
Annexure L	Registration on National Treasury Central Supplier Database	
Annexure M	Proof of Good Standing with Compensation Commissioner	
Annexure N	Quality Achievement Schedules	
Annexure O	Schedule of Proposed sub-contractor	
Annexure P	Form of Offer and Acceptance (Part C1.1)	
Annexure Q	Contract Data (Part C1.2)	
Annexure R	Pro Forma Performance Guarantee (Part C1.3)	
Annexure S	Health and Safety Act agreement (Part C1.4)	
SBD 3.1	SBD 3.1: Bill of Quantities – Firm Price (Priced and extended Bill of Quantities - Part C2.2)	

Initial \_\_\_\_\_



## DEPARTMENT OF WATER AND SANITATION

DWS20 0226 WTE

**THE MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION,  
COMMISSIONING AND SITE SUPERVISION OF MODIFIED DELIVERY  
PIPEWORK AND INSTALLATION OF SPARE CONTROL VALVES AT  
DRAKENSTEIN PUMPING STATION, WESTERN CAPE. ONLY  
RESPONDENTS WITH CIDB GRADING 6ME OR HIGHER ARE  
ELIGIBLE TO BID**

### T2.2 RETURNABLE DOCUMENTS AND SCHEDULES

Initial \_\_\_\_\_



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

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>				
BID NUMBER:	DWS20 0226 WTE	CLOSING DATE: 17 MARCH 2026	CLOSING TIME:	11:00am
DESCRIPTION	THE MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND SITE SUPERVISION OF MODIFIED DELIVERY PIPEWORK AND INSTALLATION OF SPARE CONTROL VALVES AT DRAKENSTEIN PUMPING STATION. ONLY RESPONDENTS WITH CIDB GRADING 6ME OR HIGHER ARE ELIGIBLE TO BID.			
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>				
THE BID BOX AT THE ENTRANCE				
OF ZWAMADAKA BUILDING				
157 FRANCIS BAARD STREET				
PRETORIA, 0001				
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>		<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Department of Water & Sanitation: Bid Enquiries Office	CONTACT PERSON	Brendan Dearlove	
TELEPHONE NUMBER	012 336 7780/ 6562/ 8151	TELEPHONE NUMBER	NA	
FACSIMILE NUMBER		FACSIMILE NUMBER	NA	
E-MAIL ADDRESS	<a href="mailto:bidenquirieswte@dws.gov.za">bidenquirieswte@dws.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:dearloveb@dws.gov.za">dearloveb@dws.gov.za</a>	
<b>SUPPLIER INFORMATION</b>				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSURE PROOF]		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>				
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO				
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO				
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO				
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO				
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO				
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.				

Initial \_\_\_\_\_



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

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC 2015) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**2. TAX COMPLIANCE REQUIREMENTS**

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

Initial \_\_\_\_\_



## ANNEXURE A

### CERTIFICATE OF ATTENDANCE AT COMPULSORY CLARIFICATION MEETING

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

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

was represented by the person of (tenderer duly authorised) .....

of(address) .....

Telephone number .....

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

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

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

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

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

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

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

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

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

Capacity: .....

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

(PRINTED NAME & SIGNATURE)

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

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

Initial \_\_\_\_\_



## ANNEXURE B

### RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

Initial \_\_\_\_\_



## ANNEXURE C

### PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

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

Page	Clause or item	Proposal

Signed

Date

Name

Position

*Tenderer*

Initial \_\_\_\_\_



## SBD 4

### BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

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

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

#### 2. Bidder's declaration

2.1 Is the Bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**

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

Full Name	Identity Number	Name of State institution

---

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

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

---

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

Initial \_\_\_\_\_



## SBD 4

3.5 There have been no consultations, communications, agreements or arrangements made by the Bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the Bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Initial \_\_\_\_\_



## ANNEXURE D

### COMPULSORY DECLARATION

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

#### Section 1: Enterprise Details

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: <input type="checkbox"/> is not a resident of the Republic of South Africa; <b>and</b> <input type="checkbox"/> does not have a branch in South Africa, a permanent establishment in South Africa or any source of income from South Africa.

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

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.

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

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 1 months

\*insert separate page if necessary

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

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

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

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

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

\*insert separate page if necessary

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

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

Yes       No (Tick appropriate box)

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

.....

Initial \_\_\_\_\_



## ANNEXURE D

### Section 10: Declaration

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

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

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

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

Initial \_\_\_\_\_

## ANNEXURE D



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

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 **80/20** preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

Initial \_\_\_\_\_



## 2. DEFINITIONS

- (a) “**lowest acceptable tender**” means a tender that complies with all specifications and conditions of tender and that has lowest price compared to other tenders;
- (b) “**specific goals**” means specific goals as contemplated in section 2(1)(d) of the 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 and Development Programme as published in *Government Gazette* No. 16085 dated 23 November 1994;
- (c) “**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;
- (d) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (e) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (f) “**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
- (g) “**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 PREFERENCE POINT SYSTEM

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

**80/20**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

Initial \_\_\_\_\_



## SBD 6.1

### 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 points is allocated for price on the following basis:

**80/20**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Initial \_\_\_\_\_



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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women Ownership	5	2	
Disability Ownership	5	2	
Youth Ownership	5	2	
Location of enterprise (local equals province): Western Cape	2	1	
B-BBEE status level contribution from level 1 to 2 which are QSE or EME	3	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 proprietor
- 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:

Initial \_\_\_\_\_

## SBD 6.1



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

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

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

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

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

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)
		80/20 preference points system	
Ownership	by women	Up to 4	
	by people with disabilities	Up to 4	
	by youth	Up to 4	
Location of enterprise	Western Cape Province	2	
B-BBEE status	Level 1 or level 2 contributors who are Exempted Micro Enterprises or Small Qualifying Enterprises	6	

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

80 / 20 preference points system:  $NO = 4 \times PS / 100$

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**



## **Annexure 1: Percentage Ownership 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: .....

Digitized by srujanika@gmail.com

in which the following natural persons who are women, people with disabilities or youth at the time of the tender submission have

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

as indicated below

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



## ANNEXURE F

### B – BBEE STATUS VERIFICATION CERTIFICATE

#### Preferencing schedule: Broad Based Black Economic Empowerment Status

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

#### Preamble

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

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

#### 1 Conditions associated with the granting of preferences

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

#### 2 Sufficient evidence of qualification

##### 2.1 Exempted micro enterprises

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

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

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

Sufficient evidence of B-BBEE Status is:

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

#### 3 Declaration

The Tenderer declares that

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

Initial \_\_\_\_\_



## ANNEXURE F

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

Signature : .....

Name : .....

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

Telephone : .....

Fax: ..... Date : .....

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

**Note:**

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

### NOTE: ATTACHED TOGETHER WITH PREFERENCING SCHEDULE THE FOLLOWING:

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

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

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

DATE: .....

Initial \_\_\_\_\_



## ANNEXURE G

### COMPANY INTELLECTUAL PROPERTY COMMISSION CERTIFICATE

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

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

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

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

DATE: .....

Initial \_\_\_\_\_

## **ANNEXURE H**



## ANNUAL FINANCIAL STATEMENTS DECLARATION

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

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

- 1) The enterprise's financial year end is .....
- 2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable
- 3) The enterprise has compiled its financial accounts [tick one box]:  
 internally       independently
- 4) The following statement applies to the enterprise [tick one box and provide relevant information]  
 enterprise has had its financial statements audited;  
name of auditor .....
- 5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 24 months of the financial year end.

[Attach the income statement and the balance sheet contained in the financial statement]

- 6) The annual turnover for the best financial year is R . . . . .
- 7) The available capital for the best financial year is R . . . . .
- 8) The total assets as at the end of the best financial year is R . . . . .
- 9) The total liabilities as at the end of the best financial year is R . . . . .

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

Signed

Date

Name \_\_\_\_\_

## Position

## Tender

## Initial

## ANNEXURE I



### AUTHORITY OF SIGNATORY

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

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

#### **A. CERTIFICATE FOR COMPANY**

I, ..... , chairperson of the board of directors of ..... , hereby confirm that by resolution of the board taken on ..... 20..... Mr/Ms....., acting in the capacity of ....., was authorised to sign all documents in connection with this tender for Contract reference number ..... and any contract resulting from it on behalf of the company.

As witnesses:-

1. .... ....

Witness

Chairman

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		

Initial \_\_\_\_\_

## ANNEXURE I



Partner 4		
-----------	--	--

### 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 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:-

3. .....  
Witness ..... Chairman

4. .....  
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:-

3. ....  
Witness ..... Signature: Sole owner

4. ....  
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 6ME or higher class of construction works are acceptable.

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

Name of Contractor:

.....

Contractor Grading Designation:

.....

CIDB Contractor Registration Number:

.....

Expiry Date:

.....

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

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

DATE: .....

Initial \_\_\_\_\_

## ANNEXURE 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](http://www.treasury.gov.za)). In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

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

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

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

DATE: .....

Initial \_\_\_\_\_



## ANNEXURE M

### PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER

#### CONTRACTOR'S LETTER OF GOOD STANDING FROM COIDA

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

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

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

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

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

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

DATE: .....

Initial \_\_\_\_\_



## ANNEXURE N

### QUALITY ACHIEVEMENT SCHEDULES

#### A1: COMPANY EXPERIENCE

[MAX POINTS: 35]

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

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

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

The Tenderer must provide at least three contactable references in the form of signed practical completion certificates/commissioning certificates/payment certificates, each reference containing the contact details for the reference client, as the contractor for works successfully completed **related to the installation and refurbishment of hydro-mechanical equipment in bulk water dams and/or pumping stations OR projects that dealt with installation and refurbishment of steel pipework with a nominal bore larger than 600mm**:

- One project having a contract value of at least R 3 million including VAT and which has been satisfactorily completed during the last five years;  
AND
- Two projects having a contract value no less than R 2 million each including VAT and which has been satisfactorily completed during the last ten years.

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

**Only completed projects that dealt with refurbishment and installation of hydro-mechanical equipment in bulk water dams and/or pumping stations OR projects that dealt with installation and refurbishment of steel pipework with a nominal bore larger than 600mm, will be accepted for evaluation. Work related to water reticulation systems and potable water storage reservoirs do not meet the requirements for this project.**

They shall supply a sufficient detailed list of contracts, indicating the following:

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

- Proof of completion shall be provided in a form of a practical completion certificate/completion certificate/takeover certificate/commissioning certificate.
- A payment certificate (interim/final payment certificate) shall be provided to prove the required minimum value of the completed project.
- If a completion certificate contains financial details that proves the required project value, that document will be accepted as sufficient proof for the criterion.

If the project information is not in line with the above, then the project shall not be considered for evaluation.

Initial \_\_\_\_\_



## ANNEXURE N

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

Table: Evaluation of Company Experience

CRITERIA	SCORING CRITERIA	POINTS
Company experience (Total points: 35)	<p>Completed projects that dealt with installation and refurbishment of steel pipework with a nominal bore larger than 600mm.</p> <p>The company track record / largest contract completed, during the 5 years immediately preceding the application, in the class of construction works applied for is complete.</p> <p>Proof of: One project relating to installation and refurbishment of steel pipework with a nominal bore larger than 600mm having a contract value of at least R 3 million including VAT and which has been satisfactorily completed during the last five years.</p> <p>No additional projects relating to installation and refurbishment of steel pipework with a nominal bore larger than 600mm having a contract value no less than R2 million each, including VAT and which has been satisfactorily completed during the last ten years. (50%)</p>	17,5
	<p>The company track record / largest contract completed, during the 5 years immediately preceding the application, in the class of construction works applied for is complete and detailed. The technical level and composition of the work experience are adequate and in line with the scope of work requirement.</p> <p>Proof of: One project relating to installation and refurbishment of steel pipework with a nominal bore larger than 600mm having a contract value of at least R 3 million including VAT and which has been satisfactorily completed during the last five years.</p> <p>And</p> <p>One project relating to installation and refurbishment of steel pipework with a nominal bore larger than 600mm having a contract value no less than R2 million each, including VAT and which has been satisfactorily completed during the last ten years. (75%)</p>	26,25
	<p>The company track record / largest contract completed, during the 5 years immediately preceding the application, in the class of construction works applied for is complete and detailed. The technical level and composition of the work experience are exemplary and in line with the scope of work requirement.</p> <p>Proof of: One project relating to installation and refurbishment of steel pipework with a nominal bore larger than 600mm having a contract value of at least R 3 million including VAT and which has been satisfactorily completed during the last five years</p> <p>And</p> <p>Two projects relating to installation and refurbishment of steel pipework with a nominal bore larger than 600mm having a contract value no less than R 2 million including VAT and which has been satisfactorily completed during the last ten years. (100%)</p>	35

Initial \_\_\_\_\_



## ANNEXURE N

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

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

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

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

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

**IMPORTANT NOTE:**

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

Initial \_\_\_\_\_

## ANNEXURE N



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

[MAX POINTS: 25]

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

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

#### Organisation Chart / Organogram

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

- Project Manager (Professional Mechanical Engineer(Pr Eng) / Professional Mechanical Technologist (Pr Tech Eng) / Professional Mechanical Technician (Pr Techni Eng))
- Artisan – Welder (Trade test certificate)
- Professional Construction Manager (Pr. CM)
- Construction Health and Safety Officer (SACPCMP CHSO)

#### Key personnel

The Tenderer shall attach construction team key personnel detailed curriculum vitae, **valid copies** of all qualification certificates, proof of attendance for training courses and registrations certificates and must be appended to the tender for scoring of points, otherwise no points will be allocated.

A CV of the key personnel of not more than 3 pages each should be attached to this schedule:

Each CV should be structured under the following headings:

1) Personal particulars

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

2) Qualifications (certified latest copies of degrees, diplomas, grades of membership of professional societies and professional registrations – ECSA certificates do not need to be certified)

3) Skills

4) Name of current employer and position in enterprise

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

6) Outline of recent assignments / experience that has a bearing on the scope of work (projects to be listed)

7) References

Initial \_\_\_\_\_



## ANNEXURE N

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

**A. Project Manager (Professional Mechanical Engineer (Pr Eng) / Professional Mechanical Technologist (Pr Tech Eng) / Professional Mechanical Technician (Pr Techni Eng)**

To score maximum points, minimum of 7 years' experience post qualification (BEng/Bsc/BTech/Ndip) in working with steel pipes with a larger nominal bore of 600 mm.

**B. Artisan – Welder (Trade test certificate)**

To score maximum points, minimum of 6 years' experience as certified welder, with proven experience in welding of pipework is required (Welder's record is required to show continuous practice).

**C. Professional Construction Manager (Pr CM)**

To score maximum points, minimum of 6 years' experience post qualification (Qualification in the built environment registered as a professional with SACPCMP) is required.

**D. Construction Health and Safety Officer (SACPCMP CHSO)**

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

Initial \_\_\_\_\_



## ANNEXURE N

CRITERIA	SCORING CRITERIA	POINTS
<b>A. Project Manager (Professional Mechanical Engineer (Pr Eng) / Professional Mechanical Technologist (Pr Tech Eng) / Professional Mechanical Technician (Pr Techni Eng)</b>  (Weight 8)	Experience in the bulk water sector  The Tenderer has submitted insufficient information to determine a score. No CV submitted or No experience in the bulk water sector or professional registration does not meet the requirements. (0%)  The CV and supporting information did not satisfy the key personal experience requirements for the project. CV submitted with more than 1 year but less than 3 years of relevant experience. (40%)  The CV and supporting information submitted is complete and reasonably meet the requirements. CV submitted with more than 3 years but less than 5 years of relevant experience. (70%)  The CV and supporting information provided is complete and adequately in line with the required qualifications and experience. CV submitted with more than 5 years but less than 7 years of relevant experience. (90%)  The CV and supporting information have satisfied the requirements for the project in terms of the key-person experience. Besides providing a "good" CV and supporting information, the proposed keyperson's experience and qualification shows an exemplary participation as a specialist in the bulk water and hydro-mechanical field. CV submitted with 7 years or more relevant experience. (100%)	0  3,2  5,6  7,2  8
<b>B. Artisan – Welder (Trade test certificate)</b>  (Weight 7)	Experience in the bulk water sector  The Tenderer has submitted insufficient information to determine a score. No CV submitted or No experience in the bulk water sector or professional registration does not meet the requirements. (0%)  The CV and supporting information did not satisfy the key personal experience requirements for the project. CV submitted with less than 2 years of relevant experience. (40%)  The CV and supporting information submitted is complete and reasonably meet the requirements. CV submitted with more than 2 years but less than 4 years of relevant experience. (70%)  The CV and supporting information provided is complete and adequately in line with the required qualifications and experience. CV submitted with more than 4 years but less than 6 years of relevant experience. (90%)  The CV and supporting information have satisfied the requirements for the project in terms of the key-person experience. Besides providing a "good" CV and supporting information, the proposed keyperson's experience and qualification shows an exemplary participation as a specialist in the bulk water and hydro-mechanical field. CV submitted with 6 years or more relevant experience. (100%)	0  2,8  4,9  6,3  7

Initial \_\_\_\_\_



## ANNEXURE N

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

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

Initial \_\_\_\_\_

## ANNEXURE N



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

KEY-PERSON	POINTS SCORE
Project Manager (Mechanical Engineer/Technologist/Technician)	/8
Artisan - Welder	/7
Construction Manager	/5
Construction health and safety officer	/5
<b>TOTAL</b>	<b>/25</b>

Initial \_\_\_\_\_



## ANNEXURE N

### A3: TECHNICAL PROPOSAL

[MAX POINTS: 40]

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

This technical proposal should articulate what value the tenderer will add in achieving the stated objectives for the project. The tenderer must as such explain his / her understanding of the objectives and the Employer's stated and implied requirements. He / She should further highlight the issues of importance and explain the technical approach they would adopt to address them.

The approach paper should explain the methodologies which are to be adopted and demonstrate the compatibility of those methodologies with the proposed approach.

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

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

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

Initial \_\_\_\_\_



## ANNEXURE N

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

TABLE A.6 – SANS10845-1

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

SECTION NO.	SECTION HEADING AND REQUIREMENTS	POINTS 40
1	<p><b>PROJECT APPROACH:</b></p> <p><b>Scoring Requirements:</b></p> <p>Does the project approach align well with the Employer's objectives and Outline of services as stated in the Scope of work Sections 1 and 3 respectively?</p> <ul style="list-style-type: none"> <li>Include project programme in Gannt Chart form, which must show how the project will be completed in less than 6 months. Project programme must include line items for activities with realistic timelines. If no programme is attached, no points will be awarded.</li> </ul>	/7
2	<b>PRELIMINARY METHOD STATEMENTS (PLEASE INCLUDE ALL QUALITY CONTROL METHODS AND MEASURE TAKEN AT EACH STEP)</b>	
2(a)	<b>WORKSHOP WORK</b>	
2(a)i	<p><b>MATERIAL HANDLING; OFFLOADING, MOVEMENT AND FLOW OF MATERIAL IN WORKSHOP:</b></p> <p><b>Scoring Requirements / guidelines:</b></p> <p>Did the method statement adequately present methods of offloading, movement and handling of the material, including pipes and valves in the workshop with regards to the scope of work and is it in accordance with DWS 1601 and DWS 9900?</p> <p>Did the tenderer indicate that coated equipment will be:</p> <ul style="list-style-type: none"> <li>Lifted using broad band slings that will not damage coating on the pipes and valves.</li> <li>Any other methods to ensure pipes and valves are not damaged while handling.</li> </ul>	/4

Initial \_\_\_\_\_



## ANNEXURE N

2(a)ii	<b>MANUFACTURING OF NEW EQUIPMENT AND REFURBISHMENT OF EXISTING EQUIPMENT (PIPEWORK, VALVES AND BASEPLATES)</b>  <b>Scoring Requirements / guidelines:</b> Did the method statement adequately present the manufacturing process, applicable standards and drawings to manufacture the following equipment, as a minimum: <ul style="list-style-type: none"><li>• New pipework</li><li>• Existing pipework</li><li>• Existing valves</li></ul>	/8
2(a)iii	<b>MODIFICATIONS TO SPHERICAL VALVES AND HYDRAULIC EQUIPMENT</b>  <b>Scoring Requirements / guidelines:</b> Did the method statement adequately present the modifications process, including modifications to the baseplate and lever arm, modifications and manufacturing of the hydraulic cylinder and other hydraulic equipment, machining and the remedial corrosion protection in accordance with DWS9900 of the existing spherical valves, as a minimum: <ul style="list-style-type: none"><li>• Manufacturing process</li><li>• Surface preparation</li><li>• Blast profile and soluble salts tests before applying corrosion protection</li><li>• Two pack epoxy coating system to be applied.</li><li>• DFT and pinhole testing after application of corrosion protection.</li></ul>	/8
2(b)	<b>SITE WORK</b>	
2(b)i	<b>RIGGING AND MATERIAL HANDLING ON SITE</b>  <b>Scoring Requirements / guidelines:</b> Did the method statement adequately present the method proposed for the safe rigging of valves, pipework and hydro-mechanical equipment into position as well as the installation thereof?	/3
2(b)ii	<b>SAFE REMOVAL AND INSTALLATION OF PIPEWORK AND VALVES</b>  <b>Scoring Requirements / guidelines:</b> Did the method statement adequately present the method proposed for removing the existing butterfly valves and pipework and installing the new spherical valves and pipework?	/3
3	<b>MANAGEMENT OF QUALITY</b>	
3(a)	<b>PROPOSED QCP FOR MANUFACTURING OF:</b> <ul style="list-style-type: none"><li>• NEW EQUIPMENT</li><li>• REFURBISHED EQUIPMENT</li></ul> <b>Scoring Requirements / guidelines:</b> The QCP should be in accordance with: <ul style="list-style-type: none"><li>• DWS 2020</li><li>• DWS 2510</li><li>• Method statements submitted in section 2 of this proposal</li><li>• The Scope of work and specifications</li></ul> The QCP should also as a min address the following:	/2

Initial \_\_\_\_\_



## ANNEXURE N

	<ul style="list-style-type: none"><li>• The required tests and / or activities to be performed in each step of the manufacturing process.</li><li>• The standard and / or acceptance requirements for each of the Steps in the manufacturing proses</li><li>• How the measured / observed data is recorded</li></ul> <p>Make allowance for the Hold, Witness, Surveillance and review points. For the Contractor, 3<sup>rd</sup> Party Inspector and Employer.</p>	
3(b)	<p><b>PROPOSED QCP FOR CORROSION PROTECTION OF:</b></p> <ul style="list-style-type: none"><li>• <b>NEW EQUIPMENT</b></li><li>• <b>REFURBISHED EQUIPMENT</b></li></ul> <p><b>Scoring Requirements / guidelines:</b></p> <p>The QCP should be in accordance with:</p> <ul style="list-style-type: none"><li>• Method statements submitted in section 2 of this proposal</li><li>• The Scope of work and specifications</li></ul> <p>The QCP should also as a min address the following:</p> <ul style="list-style-type: none"><li>• The required tests and / or activities to be performed in each step of the corrosion protection process.</li><li>• The standard and / or acceptance requirements for each of the Steps in the corrosion protection proses</li><li>• How the measured / observed data is recorded</li></ul> <p>Make allowance for the Hold, Witness, Surveillance and review points. For the Contractor, 3<sup>rd</sup> Party Inspector and Employer.</p>	/2
3(c)	<p><b>QUALITY MANAGEMENT SYSTEM:</b></p> <p><b>Scoring Requirements / guidelines:</b></p> <p>Does the contractor address the requirements as set out in the scope of work for Section 30?</p> <p>A very good score would be given if the contractor has an active ISO 9001:2015 certification.</p>	/2
4	<p><b>CONSTRUCTION REGULATIONS 2014 :</b></p> <p><b>Scoring Requirements / guidelines:</b></p> <p>How is the bidder going to comply with their duties in the Construction Regulations</p> <ul style="list-style-type: none"><li>•</li></ul>	/2
5	<p><b>ENVIRONMENTAL MANAGEMENT AND COMPLIANCE:</b></p> <p><b>Scoring Requirements / guidelines:</b></p> <p>How is the bidder going to comply with Sections 42 and 44</p> <ul style="list-style-type: none"><li>•</li></ul>	/2

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

Initial \_\_\_\_\_



## ANNEXURE N

### SUMMARY OF QUALITY ACHIEVEMENT SCHEDULE

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

Initial \_\_\_\_\_



## ANNEXURE N

### CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

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

#### Declaration by Tenderer

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

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

Circle Applicable	
Yes	No
Yes	No
Yes	No

4. Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction manager and construction safety officer as defined in Regulation 8, and competent persons as defined in Regulations 9, 10, 11, 12, 13, 14, 16, 17, 20, 21, 22, 23(1), 24, 25, 26, 27, 28 and 29, as applicable).

- a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

Initial \_\_\_\_\_

## ANNEXURE N



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

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


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

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:


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

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

NAME (Block capitals): .....

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

Initial \_\_\_\_\_



## ANNEXURE O

### SCHEDULE OF PROPOSED SUB-CONTRACTORS

#### SCHEDULE OF PROPOSED SUB-CONTRACTORS

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

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

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

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

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

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

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

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

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

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

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

Initial \_\_\_\_\_

## ANNEXURE P



### FORM OF OFFER AND ACCEPTANCE

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

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

Initial \_\_\_\_\_



## ANNEXURE Q

### CONTRACT DATA

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

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

Initial \_\_\_\_\_

## ANNEXURE R



### PRO FORMA PERFORMANCE GUARANTEE

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

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

Initial \_\_\_\_\_

## ANNEXURE S



### HEALTH AND SAFETY ACT AGREEMENT

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

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

Initial \_\_\_\_\_



## **PRICING SCHEDULE**

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

SBD 3.1 is in section – Contract C2, under C2.2

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

Initial \_\_\_\_\_



## **DEPARTMENT OF WATER AND SANITATION**

**DWS20 0226 WTE**

**THE MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION,  
COMMISSIONING AND SITE SUPERVISION OF MODIFIED DELIVERY  
PIPEWORK AND INSTALLATION OF SPARE CONTROL VALVES AT  
DRAKENSTEIN PUMPING STATION, WESTERN CAPE. ONLY  
RESPONDENTS WITH CIDB GRADING 6ME 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

**DWS20 0226 WTE**

**THE MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION,  
COMMISSIONING AND SITE SUPERVISION OF MODIFIED DELIVERY  
PIPEWORK AND INSTALLATION OF SPARE CONTROL VALVES AT  
DRAKENSTEIN PUMPING STATION, WESTERN CAPE. ONLY  
RESPONDENTS WITH CIDB GRADING 6ME OR HIGHER ARE ELIGIBLE  
TO BID**

### **C1.1 FORM OF OFFER AND ACCEPTANCE**

Initial \_\_\_\_\_



## C1.1 FORM OF OFFER AND ACCEPTANCE

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

#### OFFER

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

**MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND SITE SUPERVISION OF MODIFIED DELIVERY PIPEWORK AND INSTALLATION OF SPARE CONTROL VALVES AT DRAKENSTEIN PUMPING STATION, WESTERN CAPE. ONLY RESPONDENTS WITH CIDB GRADING 6ME OR HIGHER ARE ELIGIBLE TO BID**

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

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

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

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

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

**For the Tenderer:**

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

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

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

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

Initial \_\_\_\_\_



**Name and address of organisation:**

---

---

---

---

**Signature and names of witness:**

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

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

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

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

**ACCEPTANCE**

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

The terms of the contract, are contained in

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

Part 2: Pricing Data

Part 3: Scope of Work

Part 4: Site Information

Part 5: Annexures

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

Initial \_\_\_\_\_



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

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

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

**For the Employer:**

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

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

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

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

**Name and address of organisation:**

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

**Signature and names of witness:**

Initial \_\_\_\_\_



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

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

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

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

### **SCHEDULE OF DEVIATIONS**

Notes:

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

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

Details \_\_\_\_\_

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

Details \_\_\_\_\_

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

Initial \_\_\_\_\_



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

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

**FOR THE TENDERER:**

---

---

---

Name and address of organisation

---

---

---

---

---

---

Signature(s) 

---

Name(s) 

---

Capacity 

---

Name and address of organisation 

---

---

---

---

Witness signature 

---

Witness Name 

---

Date 

---

Initial 

---



## DEPARTMENT OF WATER AND SANITATION

**DWS20 0226 WTE**

**THE MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION,  
COMMISSIONING AND SITE SUPERVISION OF MODIFIED DELIVERY  
PIPEWORK AND INSTALLATION OF SPARE CONTROL VALVES AT  
DRAKENSTEIN PUMPING STATION, WESTERN CAPE. ONLY  
RESPONDENTS WITH CIDB GRADING 6ME OR HIGHER ARE ELIGIBLE  
TO BID**

### **C1.2 CONTRACT DATA**

#### **PART 1: DATA PROVIDED BY THE EMPLOYER**

##### **1.2.1 GENERAL CONDITIONS OF CONTRACT**

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

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

##### **1.2.2 SPECIAL CONDITIONS OF CONTRACT**

###### **GENERAL**

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

Initial \_\_\_\_\_

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

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

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

**SCC 1(1) Definitions**

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

Clause	Information
SCC 1.1.1	<p>In the contract defined as:</p> <p><b>DWS20 0226 WTE</b></p> <p><b>THE MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND SITE SUPERVISION OF MODIFIED DELIVERY PIPEWORK AND INSTALLATION OF SPARE CONTROL VALVES AT DRAKENSTEIN PUMPING STATION, WESTERN CAPE. ONLY RESPONDENTS WITH CIDB GRADING 6ME OR HIGHER ARE ELIGIBLE TO BID</b></p> <p>the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:</p>
SCC1.1.1.15	"Employer" means the Department of Water and Sanitation acting on behalf of the Government of the Republic of South African and shall include the Employer's duly authorised representative.
SCC1.1.1.16	"Employers Agent" means Department of Water and Sanitation: Strategic Infrastructure Asset Management: Mechanical Asset Management or any other person appointed from time to time by the Employer and notified in writing to the Contractor.

Initial \_\_\_\_\_

### 1.2.3 CONTRACT SPECIFIC DATA

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

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

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

<b>PART 1: DATA PROVIDED BY THE EMPLOYER</b>		
<b>Clause</b>	<b>Description</b>	<b>Information</b>
1.1.1.13	Defects and liability period	12 months after final practical completion certificate issued
1.1.1.14	Due Completion Date	6 months after commencement date
1.1.1.15	The name of Employer	The Director General of the Department of Water and Sanitation
1.2.1.2	The address of the Employer	Department of Water and Sanitation Sedibeng Building 185 Francis Baard Street Pretoria 0001
1.1.1.16	The name of the Employers Agent	Department of Water and Sanitation, Chief Directorate Water Resource Infrastructure Operations and Maintenance– Strategic Infrastructure Asset Management- Mechanical Asset Management
1.2.1.2	The address of the Employers Agent	Department of Water and Sanitation Sedibeng Building 185 Francis Baard Street Pretoria
1.1.1.26	The Pricing Strategy	Re-measurable
3.2.3	Specific approval of the Employer required	9.1 Termination of Contract 9.2 Termination by Employer
5.1.1.1	Special non-working days	1. Statuary holidays as declared by National or Regional Government. 2. Three weeks annual Builders holiday December to January (dates to be confirmed) <b>As PER SAFCEC To Be Announced</b>
5.8.1	Non-working days	Sundays

Initial \_\_\_\_\_

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

Initial \_\_\_\_\_

## PART 2: DATA PROVIDED BY THE CONTRACTOR

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

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

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

(End of Section C1.2)

Initial \_\_\_\_\_

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

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

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

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

Initial \_\_\_\_\_



## **DEPARTMENT OF WATER AND SANITATION**

**DWS20 0226 WTE**

**THE MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION,  
COMMISSIONING AND SITE SUPERVISION OF MODIFIED DELIVERY  
PIPEWORK AND INSTALLATION OF SPARE CONTROL VALVES AT  
DRAKENSTEIN PUMPING STATION, WESTERN CAPE. ONLY  
RESPONDENTS WITH CIDB GRADING 6ME OR HIGHER ARE ELIGIBLE  
TO BID**

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

Initial \_\_\_\_\_

## C1.3 PRO FORMA PERFORMANCE GUARANTEE

**Tender Reference No: DWS20 0226 WTE**

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

### **PRO FORMA PERFORMANCE GUARANTEE**

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

#### **GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means: .....

Physical address: .....

"Employer" means: .....

"Contractor" means: .....

"Employer's Agent" means: .....

.....

"Works" means: .....

"Site" means: .....

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

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

Amount in words: .....

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

Amount in words: .....

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

"Expiry Date" means: ..... *(Give date)* or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

Initial \_\_\_\_\_

## CONTRACT DETAILS

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

### 1. VARIABLE PERFORMANCE GUARANTEE

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

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

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

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

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

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

### 2. FIXED PERFORMANCE GUARANTEE

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

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

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

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

3.1 The Guarantor hereby acknowledges that:

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

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

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

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

Initial \_\_\_\_\_

- 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

**DWS20 0226 WTE**

**THE MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION,  
COMMISSIONING AND SITE SUPERVISION OF MODIFIED  
DELIVERY PIPEWORK AND INSTALLATION OF SPARE CONTROL  
VALVES AT DRAKENSTEIN PUMPING STATION, WESTERN CAPE.  
ONLY RESPONDENTS WITH CIDB GRADING 6ME OR HIGHER  
ARE ELIGIBLE TO BID**

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

Initial \_\_\_\_\_

## C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

**Tender Reference No: DWS20 0226 WTE**

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

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

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

AND:

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

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

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

#### **INTRODUCTION**

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

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

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

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

#### **1 DEFINITIONS AND INTERPRETATION**

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

- 1.1 'Agreement' means this agreement;
- 1.2 'Construction Regulations' means the Construction Regulations promulgated in terms of Section 43 of the OHSA as regulations under the OHSA;
- 1.3 'Contractor' means a contractor as defined in Section 1 of the Construction Regulations,

Initial \_\_\_\_\_

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 Construction 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

Initial \_\_\_\_\_

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 is undergo medical examinations in accordance with OHSA.
- 3.19 Shall report all incidents referred to in Section 24 of the OHSA to the Department of Labour and to the Employer. The Employer retains an interest in the notification of any aforementioned incident as well as any informal investigation and/or inquiry conducted in terms of Section 32 of the OHSA.
- 3.20 Shall notify the Employer of any sub-contractor it may wish to engage to perform work on the Premises.
- 3.21 Shall ensure that the terms and conditions of this Agreement are extended to any sub-contractor who shall be bound by the terms and conditions contained in this Agreement.
- 3.22 Confirms that it has familiarised itself with the Premises and agrees to the arrangements, standards and procedures as contemplated in this Agreement.
- 3.23 Shall procure that the Contractor's Employees shall only access and exit the Premises through the main gate(s) and/or checkpoint(s) designated by the Employer.
- 3.24 Shall ensure that the Contractor's Employees observe the security rules of the Employer at all times and shall not permit any unauthorised Contractor's Employees onto the

Initial \_\_\_\_\_

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

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

Initial \_\_\_\_\_

#### 4 DUTIES AND RESPONSIBILITY OF THE SITE SUPERVISOR

- 4.1. The Contractor shall, where applicable, in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.
- 4.2. The Contractor shall upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor contemplated in 4.1, and every such employee has, to the extent clearly defined by the contractor in the letter of appointment, the same duties as the construction supervisor: Provided that the designation of any such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties in terms of this regulation.
- 4.3. Where the contractor has not appointed an employee as contemplated in 4.2, or, in the opinion of an inspector, a sufficient number of such employees have not been appointed, that inspector must instruct the employer to appoint the number of employees indicated by the inspector, and those employees must be regarded as having been appointed under 4.2.
- 4.4. No construction supervisor appointed under 4.1 may supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that if a sufficient number of competent employees have been appropriately designated under 4.1 on all the relevant construction sites, the appointed construction supervisor may supervise more than one site.

#### 5 INDEMNITY BY CONTRACTOR

- 5.1 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.
- 5.2 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.

#### 6 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.

#### 7 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.....

Initial \_\_\_\_\_

Signature \_\_\_\_\_

For and on behalf of the Contractor:

Name and Surname: \_\_\_\_\_

Company Name: \_\_\_\_\_

In his/her capacity as: \_\_\_\_\_

AS WITNESSES:

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

Name (in capitals):

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

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

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

AS WITNESSES:

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

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

Initial \_\_\_\_\_

**ANNEXURE AA**

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

Initial \_\_\_\_\_



## **DEPARTMENT OF WATER AND SANITATION**

**DWS20 0226 WTE**

**THE MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION,  
COMMISSIONING AND SITE SUPERVISION OF MODIFIED  
DELIVERY PIPEWORK AND INSTALLATION OF SPARE CONTROL  
VALVES AT DRAKENSTEIN PUMPING STATION, WESTERN  
CAPE. ONLY RESPONDENTS WITH CIDB GRADING 6ME OR  
HIGHER ARE ELIGIBLE TO BID**

## **THE CONTRACT**

### **C2 PRICING DATA**

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

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



## DEPARTMENT OF WATER AND SANITATION

**DWS20 0226 WTE**

**THE MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION,  
COMMISSIONING AND SITE SUPERVISION OF MODIFIED  
DELIVERY PIPEWORK AND INSTALLATION OF SPARE CONTROL  
VALVES AT DRAKENSTEIN PUMPING STATION, WESTERN  
CAPE. ONLY RESPONDENTS WITH CIDB GRADING 6ME OR  
HIGHER ARE ELIGIBLE TO BID**

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

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

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

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

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

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

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

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

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

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

Contract  
Part C2: Pricing Data

Initial \_\_\_\_\_  
C2.1 – Pricing Instructions  
Page | 111

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

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

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

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

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

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

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

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

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

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

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

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

### **6. MONTHLY PAYMENTS**

Unless otherwise specified in the Specifications and Project Specifications, progress payments for items in the Schedule of Quantities, as outlined in Clause 6.10 of the General Conditions of Contract 2015 (Third Edition), shall be made through interim progress instalments. These instalments will be assessed by the Employer's Agent or his representatives during monthly progress inspections/meetings Contract  
Initial \_\_\_\_\_  
Part C2: Pricing Data C2.1 – Pricing Instructions  
Page | 112

and based on the proportion of work completed in relation to the total scope of work to be undertaken by the Contractor.

## 7. UNITS OF MEASUREMENT

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

Non-Standard Abbreviations	
Abbreviation	Unit
%	Percent
No.	Number
Prov sum; PS	Provisional sum
R/only; R/o	Rate only
Sum, Lump sum	sum
W/day	Workday
h	Hour
wk.	Week
d	Day
Standard Abbreviations	
kPa	kilopascal
mm	millimetre
m	metre
km	kilometre
m <sup>2</sup>	square metre
ha	hectare
m <sup>3</sup>	cubic metre
kN	Kilonewton
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
kg	kilogram
t	ton (1000 kg)

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

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

## 8. ARITHMETICAL ERRORS

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

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

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

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

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

- d) If a Bill of Quantities or pricing schedules are involved and there is an error in a line-item total resulting from the product of the unit rate and quantity, the line-item total shall prevail, and the rate shall be adjusted accordingly. In the case of an obvious and gross misplacement of the decimal point in the unit rate, the quoted line-item total shall govern, and the unit rate shall be corrected.
- e) Where there is an error in the total price, either due to other required corrections or an error in the tenderer's summation of prices, the total price shall prevail, and the tenderer will be requested to adjust selected item prices (and unit rates, if applicable) to match the tendered total.

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

## **9. PROVISIONAL ITEMS**

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



## DEPARTMENT OF WATER AND SANITATION

**DWS20 0226 WTE**

**THE MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION,  
COMMISSIONING AND SITE SUPERVISION OF MODIFIED  
DELIVERY PIPEWORK AND INSTALLATION OF SPARE CONTROL  
VALVES AT DRAKENSTEIN PUMPING STATION, WESTERN CAPE.  
ONLY RESPONDENTS WITH CIDB GRADING 6ME OR HIGHER ARE  
ELIGIBLE TO BID**

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

Initial \_\_\_\_\_



## DEPARTMENT OF WATER AND SANITATION

**DWS20 0226 WTE**

**THE MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION,  
COMMISSIONING AND SITE SUPERVISION OF MODIFIED  
DELIVERY PIPEWORK AND INSTALLATION OF SPARE CONTROL  
VALVES AT DRAKENSTEIN PUMPING STATION, WESTERN CAPE.  
ONLY RESPONDENTS WITH CIDB GRADING 6ME OR HIGHER ARE  
ELIGIBLE TO BID**

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

**PRICING SCHEDULE – FIRM PRICES**

**SBD 3.1**

**(PURCHASES)**

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

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

Name of Bidder..... Bid number **DWS20 0226 WTE**

Closing Time 11:00 ..... Closing date **17 MARCH 2026**

Initial \_\_\_\_\_

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

**a.1 Schedule for Manufacturing**

**Refurbishment of Drakenstein Pumping Station – Delivery Pipework**

Item No. *	Description	Drg. No.	Qty	Nominal Size (NB)	Mass (kg) per item	Cost per Item	Total cost
1	EXPANDER PIPE		4	800-900			
2	STRAIGHT PIPE		4	900			
3	SPOOL PIECE		4	900			
4	VALVE SUPPORT		8	N/A			
5	FLANGE ADAPTOR		4	900			
6	SPHERICAL VALVE MODIFICATION (HYDRAULIC EQUIPMENT INCLUDED)		5	900			
7	BALL VALVE		4	25			
8	HEXAGON NIPPLE		4	25			
9	GASKET		8	150			
10	GASKET		8	900			
11	STUD: M52 x 605 c/w 4 NUT & 4 WASHERS		56	N/A			
12	HEX SCREW: M52 x 200 c/w NUT & 2 WASHERS		56	N/A			
13	HEX SCREW: M45 x 220 c/w NUT & 2 WASHERS		224	N/A			
14	HEX SCREW: M24 x 100 c/w NUT & 2 WASHERS		64	N/A			
Carried forward (Manufacturing Cost)							

Initial \_\_\_\_\_

Brought forward (Manufacturing Cost)						
15	HEX SCREW: M45 × 260 c/w NUT & 2 WASHERS		112	N/A		
16	HEX SCREW: M52 × 240 c/w NUT & 2 WASHERS		168	N/A		
17	HEX SCREW: M36 × 90 c/w 1 WASHERS		24	N/A		
18	ANCHOR ROD: M30 × 380 c/w 2 NUTS & 2 WASHERS		48	N/A		
19	ADHESIVE FOIL CAPSULE: M30 × 270		48	N/A		
20	NEW HYDRAULIC CYLINDERS		5	N/A		
SUB-TOTAL (Manufacturing Cost)						

Initial \_\_\_\_\_

## a.2 Schedule for Corrosion Protection

### Refurbishment of Drakenstein Pumping Station – Delivery Pipework

Item No. *	Description	Drg. No.	Qty	Nominal Size (NB)	Surface Area (m <sup>2</sup> ) per item	Cost per Item	Total cost
1	EXPANDER PIPE		4	800-900			
2	STRAIGHT PIPE		4	900			
3	SPOOL PIECE		4	900			
4	VALVE SUPPORT		8	N/A			
5	NEW HYDRAULIC CYLINDERS		5	N/A			
SUB-TOTAL (Corrosion Protection Cost)							

Initial \_\_\_\_\_

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

**Refurbishment of Drakenstein Pumping Station – Delivery Pipework**

Item No. *	Description	Drg. No.	Qty	Nominal Size (NB)	Mass (kg) per item	Cost per Item	Total cost
1	EXPANDER PIPE		4	800-900			
2	STRAIGHT PIPE		4	900			
3	SPOOL PIECE		4	900			
4	VALVE SUPPORT		8	N/A			
5	SPHERICAL VALVE (HYDRAULIC EQUIPMENT INCLUDED) – From Kliphoek PS to workshop & Workshop to Drakenstein PS		4	900			
6	MISCELLANEROUS ITEMS (Gaskets, grease, grout, lubricant etc.)		sum	N/A			
7	NEW HYDRAULIC CYLINDERS		5	N/A			
SUB-TOTAL (Transport)							

Initial \_\_\_\_\_

## Preliminaries and General and Site Work

### Refurbishment of Drakenstein Pumping Station – Delivery Pipework

Item No. *	Description	Qty	unit	Nominal Size (NB)	R/unit	Total cost
<b>a</b>	<b>Work in Contractors facilities</b>					
a.1	Manufacturing cost	1	sum	N/A	N/A	
a.2	Corrosion protection cost	1	sum	N/A	N/A	
a.3	Transport cost (Including packaging against damages)	1	sum	N/A	N/A	
TOTAL (SECTION A – WORK CONDUCTED IN CONTRACTORS FACILITIES)						
<b>b</b>	<b>Work on Site</b>					
b.1	Compliance to Environmental requirements	1	sum	N/A	N/A	
b.2	Compliance to Health and Safety requirements	1	sum	N/A	N/A	
b.3	Site establishment	1	sum	N/A	N/A	
b.4	Site de-establishment	1	sum	N/A	N/A	
b.5	Transport – (Work execution)	1	sum	N/A	N/A	
b.6	Spool piece Installation	4	off	900		
b.7	Straight pipe Installation	4	off	900		
b.8	Flange adaptor Installation	4	off	900		
b.9	Expander pipe Installation - Include welding to existing pipe - Include installation of existing DN 150 Gate valve and Air valve - Include remedial corrosion protection.	4	off	800-900		
Carried forward (Section B – Work on Site)						

Initial \_\_\_\_\_

Brought forward (Section B – Work on Site)					
b.10	Spherical Valve Installation <ul style="list-style-type: none"> <li>- Include installation of Hydraulic cylinder and power pack.</li> <li>- Include adjustment to valve support.</li> <li>- Include remedial corrosion protection.</li> </ul>	4	off	900	
b.11	Valve Support Installation <ul style="list-style-type: none"> <li>- Include adjustment and fitting to spherical valve.</li> <li>- Include drilling and grouting</li> <li>- Include remedial corrosion protection.</li> </ul>	5	off	N/A	
SUB-TOTAL (SECTION B – WORK CONDUCTED ON SITE)					
<b>c.</b>	<b>Dayworks</b>				
c. 1	Artisan - Welder	100	Hours	N/A	
c. 3	Corrosion protection application	20	m <sup>2</sup>	N/A	
c.5	Skilled labour	100	Hours	N/A	
c.6	Semi-skilled labour	100	Hours	N/A	
SUB-TOTAL (SECTION C – DAYWORKS)					

Initial \_\_\_\_\_

## SUMMARY OF COST

### REFURBISHMENT OF DRAKENSTEIN PUMPING STATION – DELIVERY PIPEWORK

ITEM NO	DESCRIPTION	TOTAL COST
<b>A</b>	SUB-TOTAL (Section A – Work Conducted in Contractors Facilities)	
<b>B</b>	SUB-TOTAL (Section B – Work Conducted on Site)	
<b>C</b>	SUB-TOTAL (Section C – Dayworks)	
<b>D</b>	SUB-TOTAL D (Section A + B + C) <b>(To be used as comparative offer)</b>	
<b>E</b>	Contingency of R 2,000,000.00 <b>(To be excluded when determining comparative offer)</b>	R 2 000 000
<b>F</b>	TOTAL (excl. VAT) (D + E)	
	15% VAT	
	TOTAL (Incl. VAT)	

Initial \_\_\_\_\_

## SBD 3.1

### PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder..... Bid number **BID DWS20 0226 WTE**

Closing Time **11:00am** Closing date **10 MARCH 2026**

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

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

\*Delivery: Firm/not firm

- Delivery basis .....

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

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

\*Delete if not applicable

Initial \_\_\_\_\_



## DEPARTMENT OF WATER AND SANITATION

**DWS20 0226 WTE**

**THE MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION,  
COMMISSIONING AND SITE SUPERVISION OF MODIFIED DELIVERY  
PIPEWORK AND INSTALLATION OF SPARE CONTROL VALVES AT  
DRAKENSTEIN PUMPING STATION, WESTERN CAPE. ONLY  
RESPONDENTS WITH CIDB GRADING 6ME OR HIGHER ARE ELIGIBLE  
TO BID**

### C3 SCOPE OF WORKS

**Note:** This section shall be read in conjunction with Particular Specification DSP-1-1, Particular Specification KPS-1-1 and drawings, attached as Appendix A and Appendix B. If any discrepancy exist between this section, Particular Specification DSP-1-1 and Particular Specification KPS-1-1, Particular Specification DSP-1-1 and Particular Specification KPS-1-1, shall rule.

SCOPE OF WORK		
TOPIC		COMMENTARY
NR	DESCRIPTION OF THE SERVICES	
1	<b>Employer's objectives</b>	<p>The refurbishment of the delivery pipework at Drakenstein Pumping Station through the procurement, supply, manufacture, assembly, testing, corrosion protection, installation, site supervision, and completion from the Contractor while adhering to the Particular Specifications and timelines dictated by the overall project program.</p> <p>The Drakenstein Pumping Station is situated within the Berg River Water Supply Scheme near Paarl in the Western Cape and it serves the</p>

Initial \_\_\_\_\_

		essential function of transferring water from the Berg River to the Berg River Dam during the rainy winter season. This water transfer ultimately facilitates storage in the Theewaterskloof Dam, ensuring a sustainable water supply for the Cape Town Metro's needs during the dry summer period. This highlights the importance of the execution of all works to comply with all national and international standards as dictated by the Programme. No deviation from the Particular Specification will be allowed without the approval, communicated as in <b>NR 45</b> , of the Employer or his Agent.
2	<b>Background to the services</b>	<p>Drakenstein Pumping Station requires refurbishment of the delivery pipework to ensure full capacity of the pumping station is available during the winter months to pump water from the Berg River to the Berg River Dam.</p> <p>The Department of Water and Sanitation requires the services of a CIBD Grading 6ME or Higher Contractor to undertake the project of refurbishing the delivery pipework at Drakenstein Pumping Station.</p> <p>The services required include making modifications to Five (5) existing spare DN 900 spherical valves currently located at Kliphoek Pumping Station in the Mpumalanga province, including manufacturing new hydraulic cylinders and any modifications required to their existing power packs to suit the usage required at Drakenstein Pumping Station. The services also include the removal of the existing DN 900 butterfly valves at Drakenstein Pumping Station, modifications to the existing DN 800 to DN 900 expander pipe, as well as the manufacturing and installation of a new DN 900 straight pipes, spool pieces and their respective flanges and gaskets to accommodate the DN 900 spherical valves. These services are required for all four pumping lines at Drakenstein Pumping Station.</p>
3	<b>Outline of the services</b>	<p><b>Refer to Particular Specifications DPS-1-1 and KPS-1-1 for the detailed works to be done.</b></p> <p><b>Work to be done at the Contractor's facilities:</b></p> <p>The services required for all equipment (valves, pipes, flanges, gaskets and accompanying anchors and fasteners) include, where applicable as the Programme describes:</p> <ul style="list-style-type: none"> <li>• Manufacturing</li> <li>• Storage for site</li> <li>• Modifications to the five spherical valves</li> <li>• Modifications/Replacement of spherical valve hydraulic equipment</li> <li>• Shop assembly</li> <li>• Corrosion protection</li> <li>• Transportation</li> </ul>

Initial \_\_\_\_\_

	<ul style="list-style-type: none"> <li>• Quality control inspections</li> <li>• Testing</li> </ul> <p><b>Context to services:</b></p> <p>The Employer will supply completed engineering drawings and specifications for all work to be done by the Contractor. The Contractor will be responsible for manufacturing at his facilities, all the items according to the provided drawings. Provision for pressure testing must be accounted for on the 3CR12 pipes and mild steel flanges. The Contractor shall invite the Employer for manufacturing inspections at his facilities, following the described process.</p> <p>The Contractor will be responsible for transporting the DN 900 Spherical valves including their respective hydraulic equipment from Kliphoek Pumping Station to the Contractor's workshop. The Contractor will also be responsible for transporting all items/equipment to Drakenstein Pumping Station for storage, after the approval of the Employer or his Agent, arranging delivery, and proof of security measures.</p> <p>The Contractor shall for functionality and adherence to the Particular Specifications conduct the following tests at his facilities:</p> <ul style="list-style-type: none"> <li>• Pressure testing of the pipe</li> <li>• Non-destructive testing of welds</li> <li>• Corrosion protection tests</li> </ul> <p>The Contractor, through written communication, shall invite the Employer for all Quality Control Inspections at his facilities. The arrangement and performance of corrosion protection will comply with <b>DWS 9900 (Second Edition: July 2022)</b>.</p> <p>Transportation of all coated items must comply with <b>DWS 9900 (Second Edition: July 2022)</b>.</p> <p><b>Work to be done on Site:</b></p> <p><b>Services required at Kliphoek Pumping Station:</b></p> <ul style="list-style-type: none"> <li>• Removal of the five DN 900 spherical valves.</li> <li>• Removal of the five lever arms of the spherical valves.</li> <li>• Removal of the five hydraulic cylinders.</li> <li>• Removal of the four hydraulic power packs.</li> </ul> <p><b>Services required at Drakenstein Pumping Station:</b></p> <ul style="list-style-type: none"> <li>• Removal of the four existing DN 900 butterfly valves.</li> <li>• Removal of the existing pipework to be replaced by the new pipes as per the design drawings.</li> <li>• Removal of four existing DN 150 gate valves and air valves from the existing expander pipes and installation of the valves on the modified expander pipes.</li> </ul>
--	---

Initial \_\_\_\_\_

	<ul style="list-style-type: none"> <li>• Removal, modifications, delivery to site, storage, installation, welding, corrosion protection, and testing of the DN 800 to DN 900 expander pipe.</li> <li>• Delivery to site, storage, installation, welding, corrosion protection, and testing of new 3CR12 straight pipes and spool pieces.</li> <li>• Delivery to site, storage, installation, welding, corrosion protection, and testing of new spherical valve supports.</li> <li>• Delivery to site, storage, installation and testing of new flange adaptors, gaskets, anchors and fasteners.</li> <li>• Grouting application between the concrete floor and the spherical valve supports on all the delivery lines.</li> <li>• Connection of the modified spherical valves to the existing PLC control system to be fully functional.</li> <li>• Corrosion protection on-site</li> <li>• Storage on site</li> </ul> <p><b>Context to services:</b></p> <p>The Contractor, upon site evaluation, planning, and submission of all documents as per the project requirements, shall mobilize to the site to undertake work to meet the objectives described.</p> <p>The Contractor shall remove the spare DN 900 spherical valves, including their respective lever arms, hydraulic cylinders and hydraulic power pack from Kliphoek Pumping Station and modify them at the Contractor's facilities to be used as intended at Drakenstein Pumping Station. The modified spherical valves will be installed in the place of the existing butterfly valves and will be mounted on the new spherical valve supports. It is envisaged that new hydraulic cylinders will be needed to enable double acting operation of the cylinders.</p> <p>The installation of the modified expander pipes and modified valves, as well as the new pipes, supports, gaskets, grouting, anchors and fasteners with the correct fastening sequence shall be facilitated by the Contractor.</p> <p>The modified spherical valves shall be connected to the existing PLC control system by the Contractor and tested to be fully functional.</p> <p>No deviation between the work to be done at the contractor's facilities and on-site will be permitted without the prior approval of the Employer or his representative.</p> <p>All decommissioned items to be stored at the pumping station in a manner that the equipment does not obstruct any movement of the operator.</p>
--	--

Initial \_\_\_\_\_

NR	INFORMATION PROVIDED BY THE EMPLOYER	
4	<p><b>Property affected by the service</b></p> <p><b>Drakenstein Pumping Station</b></p> <p><b>Location and access to site:</b></p> <p>The Pump Station is situated in Drakenstein Correctional Centre between Franschhoek and Paarl in the Western Cape, South Africa. Restricted entry will be through the gate at GPS co-ordinates - 33.843562, 19.016500. All the attendees will enter the gate in one group, early arrival at the rendezvous is a prerequisite.</p> <p><b>Directions to the site:</b></p> <p><b>From Paarl</b>, take the R304 going south towards Wemmershoek. Look for the sign that states: Department of Correctional Services – Drakenstein. Turn right and continue towards the main gate at the rendezvous point.</p> <p><b>From Franschhoek</b>, take the R45 going northwest towards Wemmershoek. At the T-junction at Wemmershoek Primary School, turn right on to the R301. Drive for approximately 5.7 km and look for the sign that states: Department of Correctional Services – Drakenstein. Turn left and continue towards the main gate at the rendezvous point.</p> <p>The dam site is situated in the Addo Elephant Park confining the Sundays River, near Kirkwood, in the Eastern Cape, South Africa. Restricted entry will be through the gate at GPS co-ordinates 33° 9'56"S 25° 2'27"E.</p> <p>The Contractor is advised to acquaint themselves with the road conditions and distances of the site.</p> <p><b>Kliphoek Pumping Station</b></p> <p><b>Location and access to site:</b></p> <p>The pumping station is situated approximately 50 km south-east from Ermelo or approximately 72 km northwest from Mkhondo.</p> <p><b>Directions to the site:</b></p> <p>Restricted entry will be through the gate at GPS co-ordinates - 26.676326, 30.274036.</p> <p><b>From Ermelo</b>, take the N2 heading south-east for 39 km. Make a left turn onto station street heading to Sheepmoor. Once through Sheepmoor, take another left turn at coordinates -26.711031, 30.297385 onto a gravel road. Follow the gravel road for 4.7 km and make another left turn towards the gate of Kliphoek Pumping Station.</p> <p><b>From Mkhondo</b>, take the N2 heading northwest for approximately 62 km. Make a right turn onto station street heading to Sheepmoor. Once through Sheepmoor, make a left turn at coordinates -26.711031,</p>	

Initial \_\_\_\_\_

		<p>30.297385 onto a gravel road. Follow the gravel road for 4.7 km and make another left turn towards the gate of Kliphoek Pumping Station</p> <p>The gravel site access roads are regularly maintained but can get challenging under abnormal rainfall conditions.</p> <p>The Contractor is advised to acquaint themselves with the road conditions and distances of the site.</p>
5	<b>Existing information</b>	Appendix A: Drawings (Digital)
6	<b>Reference data</b>	Appendix B: Particular Specification DSP-1-1 and Particular Specification KPS-1-1
7	<b>Information and other things provided by the employer</b>	<p><b>Information:</b></p> <p>The following will be provided prior to pricing:</p> <p>Digital copies of the following specifications will be provided:</p> <ul style="list-style-type: none"> <li>• DWS 1601: GENERAL MECHANICAL SPECIFICATIONS</li> <li>• DWS 2020: QUALITY CONTROL SPECIFICATIONS</li> <li>• DWS 2510/01: SUPPLY OF VALVES-GENERAL VALVE SPECIFICATION</li> <li>• DWS 2510/02: SUPPLY OF VALVES-AUXILIARY DRIVES</li> <li>• DWS 2510/14: SUPPLY OF VALVES-SPHERICAL VALVES</li> <li>• DWS 9900: CORROSION PROTECTION SPECIFICATION (2<sup>nd</sup> Edition; July 2022)</li> </ul> <p><b>Facilities</b></p> <p><b>Equipment/plant:</b> A 25-ton overhead crane is available inside the Drakenstein Pumping Station. The Contractor is responsible for assessing the condition of this crane during the site inspection and to load test the crane if at the time of site establishment a valid load test certificate is not available.</p> <p>A 16-ton overhead crane is available inside the Kliphoek Pumping Station. The Contractor is responsible for assessing the condition of this crane during the site inspection and to load test the crane if at the time of site establishment a valid load test certificate is not available.</p>
8	<b>Information and other things provided by others</b>	Not Applicable
9	<b>Acceptance by others</b>	The Quality Control Plans and Method Statements will require the approval of the Employer or his Agent. No deviation from the Quality Control Plans and Method Statements will be permitted without the prior written approval of the Employer.

Initial \_\_\_\_\_

10	<b>Facilities and equipment provided by the employer</b>	<p><b>Laydown area:</b></p> <p>A 48-hour notice should be given to the Employer or his Agent prior to the delivery of all equipment, tools, and manufactured components to the site. The delivery of all equipment to the site can only be made upon the receipt of confirmation of the date and time.</p> <p>All pipes, flanges, gaskets, accompanying anchors and fasteners, valves etc. can only be off-loaded, arranged, and stored according to the overall project program requirements.</p> <p>Note: The Contractor is responsible for implementing the necessary security measures for all equipment stored on-site for the duration of the project and until work has been commissioned.</p> <p><b>On-site mobile crane</b></p> <p>The Employer will not be held liable for the damage that results from offloading on-site. All incurred costs are the responsibility of the Contractor.</p>
NR	<b>SPECIFICATIONS</b>	
11	<b>General requirements</b>	<p><b>This section must be read in conjunction with Particular Specification DPS-1-1 and Particular Specification KPS-1-1.</b></p> <p><b>Manufacturing:</b></p> <p><b>Refer to</b></p> <ul style="list-style-type: none"> <li>• DWS 1601: General Mechanical Specifications</li> <li>• SANS 10160: Basis of structural steel design and actions for buildings and industrial structures</li> <li>• SANS 10162: Limit state design of hot-rolled steelwork</li> <li>• SANS 62: Steel Pipes</li> <li>• SANS 1123: Steel Pipe – A guide for Design and Installation</li> <li>• SANS 1213: Mechanical cable glands</li> <li>• SANS 1431: Weldable Structural Steels</li> <li>• SANS 1700: Fasteners</li> <li>• SANS 18752: Rubber hoses and hose assemblies</li> <li>• SANS 50025: Hot rolled products of structural steels</li> <li>• ASTM A240: Standard Specification for Stainless Steel Products</li> <li>• ASME B16.11: Socket Welding and Threaded</li> <li>• EN 1092-1: Flanges</li> </ul> <p>EN 10058-2: Dimensional Tolerances for Hot Rolled Stainless Steels</p> <p>All materials for manufacturing must comply with the relevant standards and the Particular Specification <b>DPS-1-1</b> and Particular Specifications <b>KPS-1-1</b>. Manufactured products and surface finishes must be free of defects, and contaminants. Pipe ends must be prepared accordingly for</p>

Initial \_\_\_\_\_

	<p>welding. Manufacturing must make provisions for galvanizing where applicable.</p> <p><b>Corrosion Protection:</b></p> <p><b>Refer to:</b></p> <ul style="list-style-type: none"> <li>• DWS 9900: Corrosion Protection Specifications (2<sup>nd</sup> Edition; July 2022)</li> <li>• SANS 121: Hot dip galvanized coatings on fabricated iron and steel articles – Specifications and test methods</li> </ul> <p>All corrosion protection must comply with the relevant standards and Particular Specification <b>DPS-1-1</b> and Particular Specification <b>KPS-1-1</b>. Adherence to the above specifications and standards must be taken to ensure that handling, transportation, storage, and installation, both at the Contractor's facilities and on-site do not damage the corrosion protection.</p> <p><b>Welding:</b></p> <p><b>Refer to:</b></p> <ul style="list-style-type: none"> <li>• DWS 1601: General Mechanical Specifications</li> <li>• API 1104: Standard welding pipelines and related facilities</li> <li>• AWS D1.1: Structural Welding Code</li> <li>• SANS 10044: Welding</li> <li>• SANS 719: Electric welded low-carbon steel pipes for aqueous fluids (ordinary duties)</li> </ul> <p>All welding must comply with the relevant standards and the Particular Specification <b>DPS-1-1</b> and Particular Specification <b>KPS-1-1</b>. All weld works are to be performed by a qualified welder with valid certificates according to ASME Section IX.</p> <p><b>Testing:</b></p> <p><b>Refer to</b></p> <ul style="list-style-type: none"> <li>• DWS 1601: General Mechanical Specifications</li> <li>• SANS 10167: The quality evaluation of fusion welded joints in steel structures</li> <li>• SANS 121: Hot dip galvanized coatings on fabricated iron and steel articles – Specifications and test methods</li> </ul> <p>All testing, both at the Contractor's facilities and on-site must comply with the relevant standards and the Particular Specification <b>DPS-1-1</b> and Particular Specification <b>KPS-1-1</b>. Testing must be documented with the correct hold points on the Quality Control Plan. The Contractor, shall on his method statement include all the testing required in the initial Programme.</p> <p><b>Grouting:</b></p> <p><b>Refer to:</b></p> <ul style="list-style-type: none"> <li>• DWS 1601: General Mechanical Specifications</li> </ul>
--	--

Initial \_\_\_\_\_

		<p>All grouting work must comply with the relevant standards and the Particular Specification <b>DPS-1-1</b> and Particular Specification <b>KPS-1-1</b>, and must be performed as per the manufacturer's specifications and monitored for any pockets.</p> <p><b>Site Preparation and Installation:</b></p> <p><b>Refer to</b></p> <ul style="list-style-type: none"> <li>• DWS 1601: General Mechanical Specifications</li> </ul> <p>The Contractor shall devise a technically viable methodology for access and installation of the items as detailed in <b>NR 3</b>.</p> <p><b>Valves</b></p> <p><b>Refer to:</b></p> <ul style="list-style-type: none"> <li>• DWS 2510/01: Supply of Valves - General Valve Specification</li> <li>• DWS 2510/02: Supply of Valves – Auxiliary Drives</li> <li>• DWS 2510/14: Supply of Valves – Spherical Valves</li> </ul> <p>The Contractor shall comply with the above specifications and the Particular Specification <b>DPS-1-1</b> and Particular Specification <b>KPS-1-1</b> for the procurement, supply, and installation of valves.</p> <p><b>Cranes</b></p> <p><b>Refer to:</b></p> <ul style="list-style-type: none"> <li>• BS EN 13001-1: Cranes; General design; General Principles and requirements</li> <li>• BS EN 13001-2: Crane safety; General design; Load effects.</li> <li>• BS EN 13157: Cranes; Safety; Hand powered cranes</li> <li>• SANS 1594: Manually operated chain blocks</li> </ul> <p>All crane/lifting operations must comply with these regulations for efficient and safe lifting operations on-site. All cranes and lifting equipment must be load-tested as per the above standards. The safe working load on all cranes must be labelled clearly.</p>
12	<b>Applicable national or international standards</b>	<p>Particular Specification <b>DPS-1-1</b> and Particular Specification <b>KPS-1-1</b> shall be consulted for the context of where all the different national or international standards are applicable.</p> <p>ANSI B36.10: Welded &amp; seamless wrought steel pipe</p> <p>AWS D1.1: Structural Welding Code</p> <p>ASME IX: Boiler and Pressure Vessel Code</p> <p>BS 2853: 2011 Specification for the testing of steel overhead runway beams for hoist blocks</p> <p>EN 558: Industrial Valves – Face-to-Face and Centre-to-Face Dimensions of Metal Valves for use in Flanged Piping Systems</p>

Initial \_\_\_\_\_

		DIN 15401 Lifting hooks for lifting appliances; Single hooks; Finished parts with threaded shank
13	<b>Applicable standard industry or organisational standards</b>	<p><b>All parties undertaking work related to the following require industry registration:</b></p> <ul style="list-style-type: none"> <li>• Corrosion Protection - Corrosion Institute of Southern Africa</li> <li>• Hot-Dip Galvanizing – Hot Dip Galvanizers Association of South Africa</li> <li>• ECSA registered Lifting Machinery Inspectors and Lifting Machinery Entities</li> <li>• Welding- ASME Section IX Certification</li> </ul>
14	<b>Particular/generic specifications</b>	The Contractor shall consult Particular Specification <b>DPS-1-1</b> and Particular Specification <b>KPS-1-1</b> for all the relevant <b>DWS STANDARD SPECIFICATIONS</b> . In the event of a further discrepancy between the specifications, including the project specifications) and the drawings and/or the Bill of Quantities, the discrepancy shall be resolved by the Employer's Agent before the execution of the work under the relevant item.
In1 5	<b>Design requirements</b>	The contracting strategy details that the Employer shall provide the Contractor with a complete design, specifications, and Bill of Quantities. Any additional designs that the contractor identifies to accommodate the conditions on-site, in order to perform work shall comply with all Health and Safety Regulations. Furthermore, the abovementioned shall be documented on the Method Statement of the Contractor. Drawings must be prepared in accordance with DWS 1602.
16	<b>Planning requirements</b>	<p><b>The general requirements (but not limited to) of the project program:</b></p> <ul style="list-style-type: none"> <li>• Project initiation and planning</li> <li>• Site preparation</li> <li>• Quality control: <ul style="list-style-type: none"> <li>• Hold, witness, and surveillance points on the QCPs as per the project requirements</li> <li>• Detailed proposal for routine tests shall be included in the Contractor's Quality Control Plan including: <ul style="list-style-type: none"> <li>➢ Material tests</li> <li>➢ Non-destructive tests</li> <li>➢ Dimensional and finish tests</li> <li>➢ Pressure tests</li> <li>➢ Assembly checks</li> <li>➢ Paintwork tests</li> <li>➢ Functional tests</li> <li>➢ Load tests</li> </ul> </li> </ul> </li> </ul>

Initial \_\_\_\_\_

		<p>➤ Performance tests</p> <ul style="list-style-type: none"> <li>• Installation phase</li> <li>• Additional inspections are required from the third party Inspector, Employer, or the Employer's Agent.</li> <li>• Commission and project close-out</li> </ul> <p>In line with GCC 2015, Clause 5.6</p> <p><b>Submission of Initial Programme</b></p> <p>From the date of notification, the Contractor will then have seven calendar days to provide the Employer's agent with a project plan for his approval. Should the Contractor programme not fall within the estimated completion date, he will motivate this to the Employer's agent for his approval. Once the program is approved this will then be used as the project program in terms of GCC for the batch of pipes.</p> <p><b>Programme Review and Adjustment</b></p> <p>As soon as the Contractor is on site an inspection will be done with the Employer's Agent or one of his delegates and the Contractor will have an opportunity to update the program for the approval of the Employer's Agent should the repair work or Site conditions be of such a nature that it will affect the duration negatively. All effort needs to be made to stay within the approved project completion dates.</p> <p>The Programme and cash flow forecast is subject to monthly reviews. If instructed by the Employer's Agent, the Contractor must adjust the Programme to reflect actual progress and ensure alignment with the due completion date. The pricing strategy for the contract will utilize the BOQ. The Contractor shall responsibly, update his daily activities and cash flow using the BOQ.</p>
17	<b>Health and safety requirements</b>	<p><b>Health and safety requirements shall be complied to as the Contractor shall undertake:</b></p> <ul style="list-style-type: none"> <li>• Work in confined spaces</li> </ul> <p><b>Contractor's Obligations</b></p> <p>The Contractor shall ensure that only competent personnel are employed in operations involving distinct skills affecting the quality of the work. Should the competence of any member of the Contractor's workforce be in doubt, the Employer may order that the member be sent for additional training at the Contractor's account and/or that the member be replaced with a competent person to perform the work.</p> <p>For this contract, the Contractor will be the mandatory of the Employer which means that the Contractor, as Employer in his own right in respect of the contract, will be responsible for all the duties and obligations of an</p>

Initial \_\_\_\_\_

	<p>employer as set out in the Act (OHSA 1993). Furthermore, the Contractor shall comply with any additional current statutory requirements of any relevant Government Departments regarding health and safety and specifically environmental health issues.</p> <p>Nothing specified in this document shall relieve the Contractor of any obligations or responsibilities concerning health and safety responsibilities.</p> <p>In any case, where safety precautions are not being observed, the Employer may order the Contractor to comply with minimum safety requirements at the Contractor's expense, and compliance with such an order will not absolve the Contractor from any of his responsibilities and obligations under the contract.</p> <p>Before commencement of work under the contract the Contractor shall:</p> <ol style="list-style-type: none"> <li>1. <b>Enter into an agreement with the Employer</b> (Client) to confirm his status as mandatory (Employer) for the contract under consideration.</li> <li>2. <b>Submit a Health and Safety Plan to the Employer</b> within 28 days after the Commencement Date. The Contractor shall immediately implement the policy and any amendments and keep it in operation for the full duration of the Contract.</li> <li>3. <b>Submit a risk assessment of the contract works</b> as part of the Health and Safety Plan, which is to include.       <ol style="list-style-type: none"> <li>(i) Risk and hazard identification:</li> <li>(ii) Analysis and evaluation of the identified risks and hazards.</li> <li>(iii) A documented plan of safe work procedures.</li> <li>(iv) A monitoring plan; and</li> <li>(v) A review plan.</li> </ol> </li> <li>4. <b>Undergo compulsory site safety and environmental induction training</b> by all personnel who will be performing supervisory work and work related to the work under this contract before starting with any work on-site.</li> <li>5. <b>Submit valid medical certificates</b> for all employees that will work on-site.</li> </ol> <p>The Contractor is required to keep health and safety records (which shall include audit reports) on-site in an orderly filing system which shall be handed over to the Employer upon commissioning of the project.</p> <p>Failure by the Contractor to comply with safety requirements will entitle the Employer to reduce payment of the relevant BOQ items and/or order a temporary halt of work within the affected areas until the specified</p>
--	---

Initial \_\_\_\_\_

	<p>requirements are met, without any extension of time being granted and without any additional payment.</p> <p><b>Audits</b></p> <p>The Contractor shall arrange for health and safety audits at monthly intervals to be carried out. The results and details of these audits shall be submitted to the Employer within the first week of the next month.</p> <p>The Employer will monitor compliance by the Contractor with the Health and Safety Policy utilizing audits and may give instructions for improvements.</p> <p>The Contractor shall note that independent health and safety audits (or if considered suitable by the Employer combined audits with the Contractor's auditor) will be carried out as considered necessary by the Employer.</p> <p><b>Works Health and Safety Committee</b></p> <p>For implementation and monitoring of the Health and Safety Plan the Contractor shall put in place a Health and Safety Committee.</p> <p>The committee shall meet at least at monthly intervals. Signed minutes of the meeting shall be kept by the Contractor and copied to the Employer within seven days of the meeting.</p> <p><b>Health and Safety Officers</b></p> <p>The Contractor shall appoint a full-time permanent Health and Safety Officer on the commencement of the works. On the commencement of shift working, the Contractor shall appoint at least one deputy with the same duties. The Health and Safety Officer and the deputy (or deputies) shall be employed exclusively on health and safety matters, and at least one of them shall always be available on site so that health and safety matters receive 24-hour coverage for the full duration of the Contract. The Health and Safety Officer or his deputy shall carry out regular and random checks of all parts of the Site where work is taking place.</p> <p><b>First Aid Provisions</b></p> <p>The Contractor shall provide a first aid station. The Contractor shall institute and operate a basic first aid training program to ensure that at least each foreman or work crew leader is trained in first aid and possesses a valid certificate to that effect issued by the Red Cross Society of South Africa, or equivalent qualification within 3 months of his appointment. There shall be a person certified in first aid in each work crew.</p> <p><b>Accident Reporting</b></p> <p>The Contractor, through the Health and Safety Officer or his deputy, shall keep the Employer informed at the time, or as soon thereafter as is</p>
--	--

Initial \_\_\_\_\_

		<p>practical but not later than twelve hours, of any occurrence during the course of work, whether on or off the site, if the said occurrence affected or may have affected the health or safety of any person employed on the site or of any member of the public. The Contractor shall submit to the Employer at the end of each month reports and statistics in spreadsheet format approved by the Employer on all accidents involving any person employed on or visiting the works.</p> <p><b>Workman's Compensation Act</b></p> <p>By accepting the Contract, the Contractor warrants that all his and his sub-contractor workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act (Act no 130 of 1993) which covers shall remain in force whilst any workman is present on the site.</p>
18	<b>Facilities and equipment to be provided by the Contractor for the Contractor</b>	All the necessary equipment required for the successful execution and completion of the scope of works as detailed in Particular Specification <b>DPS-1-1</b> and Particular Specifications <b>KPS-1-1</b> , shall be provided by the contractor in suitable size.
<b>NR</b>		<b>CONSTRAINTS ON HOW THE SERVICES ARE TO BE PROVIDED</b>
19	<b>General constraints</b>	<p><b>Unless otherwise agreed:</b></p> <ul style="list-style-type: none"> <li>Offloading on-site will only be allowed in designated approved areas.</li> <li>Deliveries will only be allowed on the allocated date and time.</li> <li>Parking on site, might be restricted.</li> <li>All noise, and vibrations during work must adhere to health and safety requirements.</li> <li>The use of the Employer's equipment will not be allowed.</li> <li>At all times health, safety, and environmental requirements need to be adhered to. No spillage, pollution or illegal disposal is allowed. Permission to be required before storage of hazardous materials on site.</li> <li>No office space will be provided on-site by the Employer.</li> <li>All delivery vehicles must be roadworthy and fit for purpose.</li> </ul>
20	<b>Confidentiality</b>	The Contractor shall not disclose or make any information arising from or in connection with this contract available to others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the Contractor, enters the public domain or to information that was already in the possession of the Contractor at the time of disclosure. The evidence of such needs to be in written records that existed at the time.

Initial \_\_\_\_\_

21	<b>Security and identification of people</b>	<p>The following will be mandatory for all persons working at the site:</p> <ul style="list-style-type: none"> <li>• Confirmation of South African citizenship for employees</li> <li>• Criminal record check</li> <li>• Security induction</li> <li>• Work permit – Issued from the Employer</li> <li>• Vehicle access permit – Issued from the Employer</li> </ul> <p>All Contractor personnel visiting or working on site will be registered by DWS at the project site access point and will be identified with their name tags and the Contractor's logo while working on Site.</p>
22	<b>Protection of affected property</b>	<p>To adhere to all Drakenstein Pumping Station H&amp;SE requirements</p>
23	<b>Protection of the work on the affected property</b>	<p>The Contractor shall take all necessary measures to protect existing structures, underground services, and the surrounding environment throughout the project. This includes implementing temporary protective barriers, controlling dust and runoff, securing materials, and ensuring all work is carried out in compliance with SANS, ISO 14001 (Environmental Protection), Act (OHSA 1993), and local safety regulations.</p> <p><b>Pipe and Valve Protection</b></p> <p>All steel products shall be protected during transit packing and in the laydown area.</p> <p>After corrosion protection is complete and signed off, all pipes and valves will be protected utilizing full covering and end-capping. Black plastic covering will therefore not be acceptable. The Employer or his agent/Corrosion Engineer must approve the material used for the wrapping.</p> <p>It is the responsibility of the Contractor to ensure when pipes are offloaded on-site that they are laid down in such a way as not to damage the corrosion protection. Any damage to the pipes, flanges, or valves is for the Contractor's cost from the date of delivery to the Contractor's facility to the date of acceptance on site by the Employer or his agent.</p> <p>See DWS 9900 section 5.4. <b>No stacking of the pipes will be allowed</b>, at the Contractor's facilities, during transport or on site. Stainless Steel items shall additionally be handled according to the African Stainless Steel Development Association guidelines to avoid any contamination.</p> <p><b>Welding Equipment and Structural Steel</b></p> <p>The protection of welding and structural work shall be governed by the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993). All welding machines must be properly maintained, insulated, and earthed as per General Safety Regulations. Cables and connections must be regularly inspected to avoid hazards.</p>

Initial \_\_\_\_\_

		<p><b>Personnel and Worksite Protection</b></p> <p>The Contractor shall ensure that all personnel on-site are provided with a safe working environment in compliance with Section 8 of the Occupational Health and Safety Act, 1993, by implementing risk assessments, enforcing the use of personal protective equipment (PPE) for safety work on heights, fire resistant PPE for welding, maintaining proper ventilation, lighting, and ensuring the safe storage of hazardous materials, while also fulfilling their obligations under Section 9 to protect non-employees, adhering to the General Safety Regulations, Fall protection plans must be in place when working on heights.</p>
24	<b>Management or oversight structures for the project</b>	<p>The oversight of all phases of the Contractor remains the liability of the Contractor. This includes, but is not limited to management for mobilization, personnel on site, security, and the management of resources to the final phase. The Contractor remains responsible for timeous documentation of all works performed at his facilities and on-site, including management of any contingencies that might arise.</p> <p>The Contractor shall remain liable for administering inspections in due time (with a timeous invitation of seven days, unless otherwise agreed upon). Inspections can only be signed off by the Employer or his agent/Engineer. The Employer reserves the right to reject/ request additional inspections, with reason, if the initial inspection does not meet the required qualifying criteria.</p> <p>The Employer or his agent/ Engineer will also sign any, hold, witness, and surveillance points on the QCPs. The Contractor shall keep to the approved programme for:</p> <ul style="list-style-type: none"> <li>• Manufacturing</li> <li>• Corrosion Protection</li> <li>• Hot Dip Galvanizing</li> <li>• Grouting</li> <li>• Installation</li> <li>• Testing</li> <li>• Project Sign-Off and Commissioning</li> </ul> <p>The Contractor shall not undertake any inspections in the absence of the Employer or his agent/Engineer, or sign on behalf of.</p> <p>The Employer shall be entitled to claim for travelling expenses against the Contractor in the event that inspections are unsuccessful/rejected, where the rejection could have been avoided if the Contractor performed sufficient pre-checks against the technical specifications before the inspection.</p>
25	<b>Approvals</b>	The approval of all project programs can only be from the Employer or his Agent.

Initial \_\_\_\_\_

		The approval of any deviations from the Particular Specification <b>DPS-1-1</b> or Particular Specifications <b>KPS-1-1</b> can only be from the Employer or his agent and is only acceptable in official communication as described in <b>NR 45</b> .
26	<b>Procurement</b>	<p>The Contractor shall achieve in the performance of the contract, targeted enterprises, local enterprises and labor, and targeted labor as per SANS 10845: 2022.</p> <p>The Contractor shall achieve in the performance of the contract, the skills development goal established in this standard for developing skills through infrastructure contracts (-see Department of Public Works and Infrastructure Notice 363 of 2020, Government gazette No. 43495 of 3 July 2020).</p> <p>The Contractor shall provide in a format acceptable to the Employer or his agent, monthly data which facilitates the reporting of key performance indicators relating to development targets to a wide range of stakeholders.</p>
27	<b>Access to land, buildings, or Sites</b>	<p>Access to the site will be required through approval received from security manager. All access will be strictly controlled by DWS.</p> <p>DWS has the right to restrict access / deny access to the site at any time.</p>
28	<b>Planning and programming</b>	<p>A detailed Contract Programme conforming to the GCC 2015 shall be developed using the latest version of Construction Computer Software for Windows or Microsoft Project for Windows or equal.</p> <p><b>Submission of Initial Programme</b></p> <p>Five working days before the monthly progress meeting the Contractor shall submit to the Employer or his agent a programme update that reflects the actual progress against current programmes and the effect on future activities.</p> <p>The Contractor shall also submit a narrative report with each monthly update including a description of current and anticipated Programme-related problem areas, current and anticipated delaying factors and their impact, and an explanation of corrective actions taken or proposed.</p> <p>All variances from the Programme shall be promptly reported and the future impact of such variations shall be determined and analysed by the Contractor and necessary corrective measures established, subject to the approval of the Employer.</p>
29	<b>Software application for programming</b>	All documents to be submitted in MS Word, MS Excel or PDF format. Soft copy and hard copies to be submitted.
30	<b>Quality management</b>	No equipment shall be accepted nor be delivered to the site unless all quality control requirements have been complied with.

Initial \_\_\_\_\_

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

Initial \_\_\_\_\_

		<p>The original hard copies of all the Quality Control Plans and Quality Control Log Sheets shall be provided to the Employer including PDF versions of all the final QCPs.</p> <p>All communication shall be in writing to ensure that there's an audit trail.</p>
32	<b>Key personnel</b>	<p>The contractor is obligated to list the required personnel and their qualifications. Required personnel must be currently employed full-time. Evidence of the above-mentioned must be attached to the project schedule alongside the individual's CV to the submission. See the evaluation criteria of this document.</p>
33	<b>Management meetings</b>	<p>The Contractor will be required to attend regular site meetings with the Employer or his agent where the progress will be reviewed. Such meetings will normally be held monthly. Prior to each meeting updated programmes separately indicating the various activities of the Contractor anticipated will be submitted to the Employer or his agent.</p>
34	<b>Electronic payments</b>	<p>The Contractor is to submit to the Employer confirmation of banking details, invoices for payment purposes and any other required supporting documentation required by the Employer, in order to obtain payments. All payments will only be done electronically.</p>
35	<b>Daily records</b>	<p>Recordkeeping of the following:</p> <ul style="list-style-type: none"> <li>• Daily safety inspections</li> <li>• Permit to work records</li> <li>• Hazardous materials, including welding fumes</li> <li>• Work progress – Equipment usage, site attendance, delivery and material usage</li> <li>• Communication and authorization logs</li> </ul>
36	<b>Payment certificates</b>	<p>Payment will only be made after the Employer and the Employer's Agent have signed the supporting documents and sheets.</p> <p>A payment certificate is to be issued to the Employer for review. After accepting the payment certificate, a tax invoice can be generated and sent to the employer for payment.</p> <p>Payment will be made within 30 days of receipt of the original invoice. Payment is done by direct bank transfer. No cash payment or cheque payment will be made.</p>
37	<b>Property provided for the Contractor's use</b>	<p>The contractor shall plan for temporary ablution facilities.</p>
38	<b>Proof of compliance with the law</b>	<p>If applicable, compliance will be identified and requested as necessary.</p>

Initial \_\_\_\_\_

39	<b>Condition surveys</b>	<p>On completion of the works detailed in Particular Specification <b>DPS-1-1</b> and Particular Specifications <b>KPS-1-1</b>, also detailed in <b>NR 3</b>, inspections will be done with the Employer or his agent/ Engineer/Inspector. Should it be found that due to the contractor's activities:</p> <ul style="list-style-type: none"> <li>• Manufacturing does not comply to the above specification</li> <li>• There is damage to the coating or the lining due to the Contractor's activities</li> <li>• Weld seams have defects and do not meet quality standards such that pressure testing or NDT is compromised</li> <li>• General site conditions for all safety precautions do not comply with OHS regulations</li> </ul> <p>The repairs and rectification will be for the Contractor's account.</p>
40	<b>Consideration of others</b>	Addressed in this table; <b>Nr 11 General requirements</b> .
41	<b>Co-operation with other service providers</b>	<p><b>The Contractor is required to liaise with the Employer co-ordinate:</b></p> <ul style="list-style-type: none"> <li>• Access to the site</li> <li>• Inspections</li> <li>• Professional services provider</li> <li>• Additional instructions etc.</li> </ul>
42	<b>Site cleanliness</b>	<p>The Contractor shall ensure that there are adequate and sufficient refuse bins in and around the working area and that these shall be emptied frequently. All refuse bins shall be placed on a concrete base, which shall, from time to time, be sprayed with insecticide. All refuse collection, removal and disposal on Site shall be the responsibility of the Contractor. All refuse shall be disposed of at a licensed landfill Site only, and certificates of receipt shall be kept on record.</p> <p>The Contractor shall take full responsibility for protecting the natural environment and eliminating or minimising the negative impacts of construction on the environment during construction.</p> <p><b>General</b></p> <p>The Contractor and his staff must be familiar with the EMP &amp; RS and execute the project in such a way that it complies with the requirements of the EMP and RS. The Employer's Agent will regularly inspect the Contractor's site. If the Contractor does not comply with the requirements the deviation must be rectified as recommended by the Employers Agent at the Contractor's cost.</p> <p>The Contractor shall construct and / or implement all the necessary environmental protection measures in each area before any production work will be allowed to proceed. The Employer may suspend the works at any time should the Contractor, fail to implement, operate or maintain</p>

Initial \_\_\_\_\_

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

Initial \_\_\_\_\_

	<ul style="list-style-type: none"> <li>▪ Labelled recycling bins shall be used, and waste separated where possible. In addition, a recycled-material collection schedule shall be established, and the bins shall be collected regularly.</li> <li>▪ Eating areas for the construction staff shall be designated and supplied with waste bins to control litter.</li> <li>▪ No on-site burying or dumping or unauthorized burning of any waste materials, vegetation, litter or refuse shall occur.</li> </ul> <p>Solid waste shall be disposed of off-site, at an approved landfill site. The Contractor shall supply the Employer with a certificate of disposal; and waste shall be separated into recycling, domestic waste, building/construction rubble, scrap metal, oil and grease, and hazardous waste and dealt with in the following manner:</p> <ul style="list-style-type: none"> <li>○ <b>Recycling</b> Suitable recycling bins, all with lids, shall be provided by the Contractor for his own buildings. Recycling shall be collected and removed from all facilities on the site at least twice per week. Recycling waste shall be transported to the approved refuse disposal site off-site in covered containers or covered trucks.</li> <li>○ <b>Domestic waste</b> Suitable refuse bins, all with lids, shall be provided by the Contractor for his own buildings. Refuse shall be collected and removed from all facilities on the site at least twice per week. Domestic waste shall be transported to the approved refuse disposal Site off Site in covered containers or covered trucks.</li> <li>c) <b>Organic waste</b> Refuse from food preparation and eating areas shall be collected and removed daily. Organic waste shall be disposed of as per domestic waste.</li> <li>d) <b>Building / Construction waste</b> Inert building/construction rubble shall be disposed of by the Contractor at an off-site location determined by the contractor and approved by the Employer.</li> <li>e) <b>Decommissioned equipment</b> All decommissioned equipment shall be stored on site at a location identified by the Employer's Agent or his representative.</li> <li>f) <b>Used oil and grease</b> Used oil and/or grease shall be removed from the site and sold to an approved used oil recycling company. The certificate thereof shall be placed on file on site.</li> <li>g) <b>Hazardous waste</b></li> </ul>
--	---

Initial \_\_\_\_\_

		All hazardous waste shall be disposed of in an approved hazardous waste disposal Site and a disposal certificate supplied to the Employer. The certificate thereof shall be placed on file on site.
<b>45</b>	<b>Communication system</b>	All communication shall be in English by way of letter, email, or meeting minutes to ensure an audit trail. Telephone and virtual meetings will also be considered, provided that evidence of meetings is presented in writing.

Initial \_\_\_\_\_



## **DEPARTMENT OF WATER AND SANITATION**

**DWS20 0226 WTE**

**THE MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION,  
COMMISSIONING AND SITE SUPERVISION OF MODIFIED  
DELIVERY PIPEWORK AND INSTALLATION OF SPARE CONTROL  
VALVES AT DRAKENSTEIN PUMPING STATION, WESTERN CAPE.  
ONLY RESPONDENTS WITH CIDB GRADING 6ME OR HIGHER ARE  
ELIGIBLE TO BID**

### **C4 SITE INFORMATION**

Initial \_\_\_\_\_

## Introduction

The Drakenstein Pumping Station, situated within the Berg River Water Supply Scheme near Paarl in the Western Cape, serves the essential function of transferring water from the Berg River to the Berg River Dam during the rainy winter season. This water transfer ultimately facilitates storage in the Theewaterskloof Dam, ensuring a sustainable water supply for the Cape Town Metro's needs during the dry summer period.

The Pump Station consists of four DN 800 vertical spindle pump sets designed to collectively pump up to 4 m<sup>3</sup>/s in parallel, with three pumps running and one pump on standby.

## Geographical Location

The Drakenstein Pumping Station Pump is situated in the Western Cape province in South Africa, near the towns of Paarl and Franschhoek. It is located within the Drakenstein Correctional Centre next to the Berg River.

The GPS co-ordinates for the Drakenstein Pumping Station are approximately 33.843562 S latitude and 18.994402 E longitude.

## Weather History

The climate surrounding the Drakenstein Pumping Station is characterized by warm summers and cool and wet winters.

During the summer months average daily temperatures range between 25°C and 30°C while the winter months average between 18°C and 20°C. The summers are fairly dry with minimal rain expected from December to February. Rainfall starts to increase during the spring and autumn months as seen in the figure below.

In the winter we see significant rainfall in this area with a monthly average of approximately 100 mm of rainfall between June and August. The "mean daily maximum" (solid red line) shows the maximum temperature of an average day for every month for Drakenstein Pumping Station. Likewise, "mean daily minimum" (solid blue line) shows the average minimum temperature. Hot days and cold nights (dashed red and blue lines) show the average of the hottest day and coldest night of each month of the last 30 years.

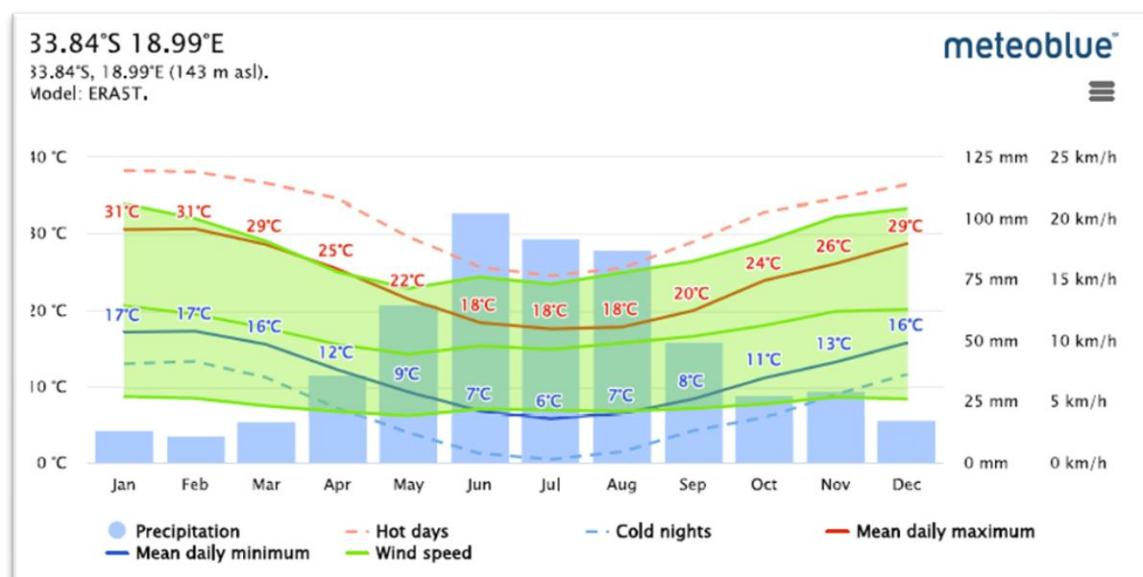


Figure 1 Average Climate Conditions at Drakenstein Pumping Station.

Initial \_\_\_\_\_

Due to the rain patterns seen in the above figure, the pumping station will possibly be required to operate during the winter months, when the Berg River has a higher flow rate, to pump water from the river into the Berg River Dam. This means that the ideal working time for the Contractor would be in the summer months, when the pumping station is not necessarily needed.

### Site Description

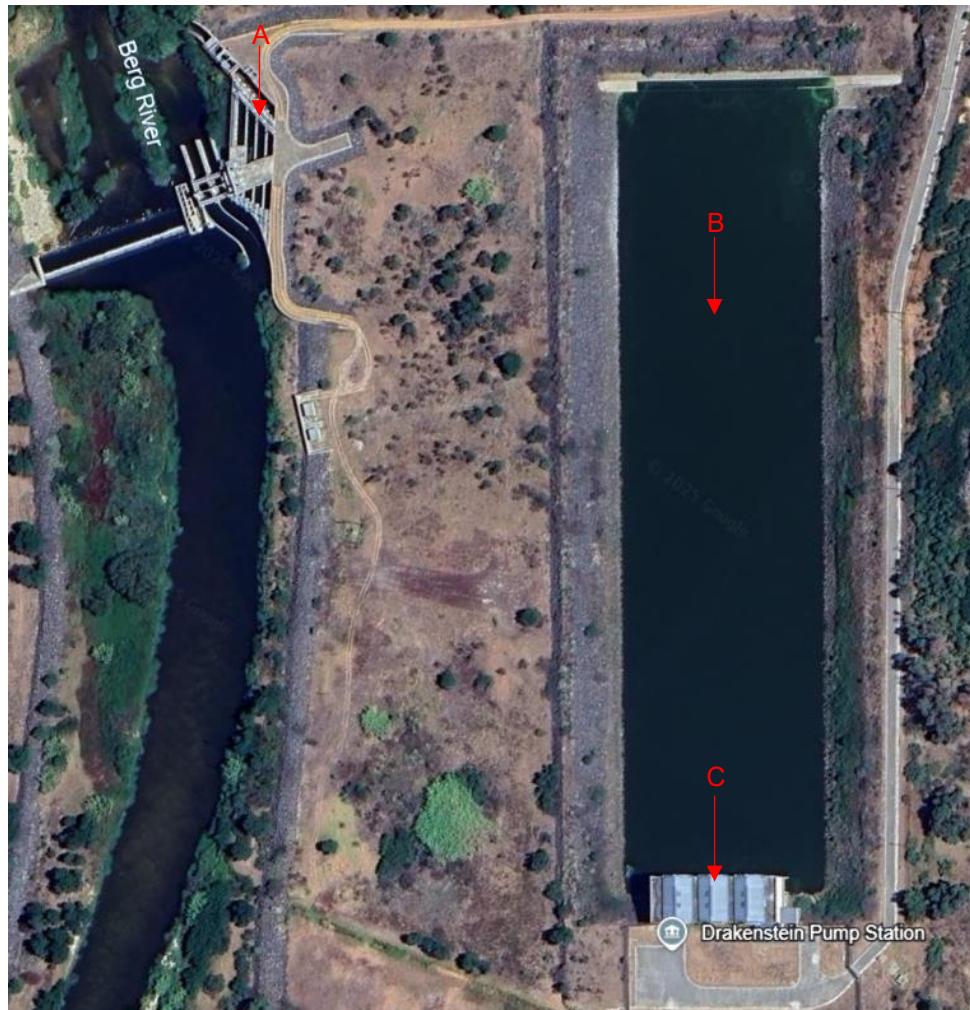


Figure 2: Google Maps View of the Pumping Station and the Abstraction Works

#### A. Abstraction Works

The abstraction works abstract water from the Berg River and removes the majority of sand, mud, rocks and other sediment so the water can be pumped without damaging the pumps and pipework of the system. The abstraction works make use of multiple settling basins to remove the particles and direct water to the reservoir at the pumping station.

#### B. Pumping Station Reservoir

The reservoir holds the water that was cleaned by the abstraction works that is ready to be pumped to the Berg River Dam.

#### C. Drakenstein Pumping Station (Area where work will be carried out)

The Pumping Station consists of four DN 800 vertical spindle pumps that are submersed in the reservoir. Each of the pumps pump water into a DN 900 line in the pumping station that consists of a

Initial \_\_\_\_\_

DN 800 to DN 900 expander pipe, a nozzle check valve to prevent surges and a butterfly valve used for equalizing pressure on pump startup. All four of the pumping lines combine outside of the pumping station into a common DN 1500 pipeline, which feeds the Berg River Water Supply Scheme. The butterfly valves are currently still installed and this (the pipework inside the pumping station) is where the modifications and refurbishment is meant to be conducted.

Initial \_\_\_\_\_



## **DEPARTMENT OF WATER AND SANITATION**

**DWS20 0226 WTE**

**THE MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION,  
COMMISSIONING AND SITE SUPERVISION OF MODIFIED  
DELIVERY PIPEWORK AND INSTALLATION OF SPARE  
CONTROL VALVES AT DRAKENSTEIN PUMPING STATION,  
WESTERN CAPE. ONLY RESPONDENTS WITH CIDB GRADING  
6ME OR HIGHER ARE ELIGIBLE TO BID**

### **APPENDICES**

Initial \_\_\_\_\_

## APPENDIX A : DRAWINGS

Initial \_\_\_\_\_

## **APPENDIX B : PARTICULAR SPECIFICATION DPS-1-1 AND PARTICULAR SPECIFICATION KPS-1-1**

Initial \_\_\_\_\_