



## DEPARTMENT OF WATER AND SANITATION

**DUE AT 11:00 ON**

**CLOSING DATE: 07 OCTOBER 2025**

**WTE-2523ES**

### **SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCING AT HLUHLUWE DAM WITHIN A PERIOD OF 4 MONTHS**

#### **SUBMIT BID DOCUMENTS TO:**

**POSTAL ADDRESS:**

WATER AND SANITATION  
PRIVATE BAG X 24  
HOWICK, 3290

**OR**

**TO BE DEPOSITED IN:**

THE BID BOX AT THE ENTRANCE  
GATE OF MIDMAR DAM  
R103 PROSPECT ROAD  
MIDMAR DAM  
HOWICK, 3290

**Compulsory Briefing Session:**

Date: 26 SEPTEMBER 2025

Time: 09.30AM

Venue: HLUHLUWE DAM – WATER CONTROL OFFICE

*BIDDER: (Company Address OR Stamp)*

**COMPILED BY:  
DEPARTMENT OF WATER AND SANITATION**



## DEPARTMENT OF WATER AND SANITATION

DOCUMENTS THAT ARE RELATED TO TENDER/QUOTATION			
Doc No	DOCUMENT	Page No	
<b>T1</b>	<b>TENDERING PROCEDURES</b>	<b>T1</b>	
T1.1	INSTRUCTION TO BIDDERS	T1.1	
T1.2	EVALUATION CRITERIA	T1.2	
T1.3	LIST OF RETURNABLE DOCUMENTS AND SCHEDULES	T1.3	
T1.4	INVITATION TO BIDS	T1.4	
T2	RETURNABLE DOCUMENTS AND SCHEDULES	T2	
<b>C1</b>	<b>CONTRACT DATA</b>		
C1.1	GENERAL CONDITIONS OF CONTRACT	C1.1	
C1.2	SPECIAL CONDITIONS OF CONTRACT	C1.2	
<b>C2</b>	<b>PRICING DATA</b>	<b>C2</b>	
C2.1	PRICING INSTRUCTIONS	C2.1	
C2.2	BILL OF QUANTITIES	C2.2	
<b>C3</b>	<b>SCOPE OF WORK</b>	<b>C3</b>	
C3.1	TECHNICAL SPECIFICATIONS	C.3.1	
<b>C4</b>	<b>ANNEXURES</b>	<b>C4</b>	
C4.1	TENDER DRAWINGS	C4.1	
C4.1	SITE INSPECTION CERTIFICATE	C4.1	
C4.1	OCCUPATION HEALTH AND SAFETY SPECIFICATION	C4.1	

# T1 TENDERING PROCEDURES

## T1.1 INSTRUCTIONS TO BIDDERS

### 1. ISSUING OF DOCUMENTS

- (a) A complete set of bid document is issued to a prospective Bidder.
- (b) Bidders must satisfy themselves that the document is complete and conform to the index of this document. Should any figures or writing be indistinct or should any pages be missing from this document or should this document or the drawing(s) contain any obvious errors, the Bidders must immediately notify the Department to have any discrepancy rectified or clarified before submitting his bid. Such clarification will be valid only if made by the Department by means of formal amendment as described hereunder prior to the date of submission of bids. The Department may issue amendments to clarify or modify the Bid Documents. A copy of each amendment will be issued to each bidder and shall be acknowledged on the form issued with the amendments. No claim whatsoever will be entertained for faults in the bid price resulting from the above-mentioned discrepancies.
- (c) No alterations, omissions or additions shall be made to this document, but should it be deemed necessary to do so, the Bidder is at liberty to qualify his bid.
- (d) All Bidders shall be deemed to have waived, renounced and abandoned any conditions printed or written upon any stationery used by them for the purpose of or in connection with the submission of bids which are in conflict with the conditions laid down in this document.
- (e) Each page of the completed document that will be submitted should be initialled by the Bidder at the bottom of the page.

### 2. QUERIES WITH RESPECT TO THIS BID

Queries of a specific technical nature may be discussed personally or telephonically with **Mr. Nirdosh Punchum at 0332391266 / [punchumn@dws.gov.za](mailto:punchumn@dws.gov.za)** or may be directed in writing to: The Director: Eastern Operations, Department of Water and Sanitation, Private bag X24, Howick.

### 3. COMPLETION OF BIDS

- (a) The bid must be signed on the Invitation to Bid form (SBD 1) annexed hereto with all blanks in the bid and the appendix filled in.
- (b) All spaces in the bid forms and other annexures shall be completed in full.
- (c) **SBD 3.1 in the bid document and the Pricing Schedule must be fully completed and priced out by the bidder. Failure to do so will deem your bid invalid.**

- (d) The bid documents shall not be separated in any way, nor must any pages be detached from the original documents.

#### **4. SUBMISSION OF BIDS**

The Bid Document shall be completed, signed and submitted as follows:

- (a) The original Bid, together with a covering letter and supporting documents, shall be sealed in an envelope endorsed:

#### **ORIGINAL BID FOR WTE-2523ES: SECURITY FENCING AT HLUHLUWE DAM**

- (b) Bids sealed and endorsed as above, will be received by: The Supply Chain Management Office or may be deposit in the bid box at the entrance of **Department of Water and Sanitation, R103 Prospect Road, Howick** and not later than **11:00** on the date stipulated on the front cover of this document.

#### **5. SIGNATURE ON BIDS**

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.

The successful bidder will be required to submit a "Letter from the manufacturer" confirming the supply arrangement within 14 days after the approval of the bid.

If the bid is submitted by joint venture of more than one person and/or Companies and/or firms it shall be accompanied by the following:

- (a) The original or a notarially certified copy of the original document under which such joint venture was constituted which must define precisely inter alia the conditions under which the joint venture will function, its period of duration and the participation of the several constituent persons and/or companies and/or firms.
- (b) A certificate signed by or on behalf of each participating person and/or company and/or firm authorising the person who signed the bid to do so.

## **6. GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract, as attached shall be regarded as an integral part of the contract documents.

## **7. PERIOD OF VALIDITY OF QUOTATIONS**

All quotations shall remain valid for a period of **one hundred and twenty days (120)** after the closing time and date set.

## **8. TELEGRAPHIC BIDS**

No bid forwarded by telegram, telex, facsimile, e-mail or similar apparatus will be considered.

## **9. THE DEPARTMENTS RIGHT TO DECLINE ANY BID**

The Department does not bind itself to accept the lowest or any bid. Bids not complying with the above-mentioned requirements and specifications may be regarded as incomplete and may not be considered.

## **10. ACCEPTANCE OR REJECTION**

Quotations may be rejected if they show any departure from the conditions or specifications contained in the quotation documents or are incomplete in any way. The employer **does not bind him** to accept the lowest or any quotation and reserves the right to accept any quotation he may deem expedient, nor will he assign any reason for the acceptance or rejection of any quotation.

## **11. DEPARTMENT NOT LIABLE FOR BIDDER'S EXPENSES**

The Department will not be held liable for any expenses incurred in preparing and submitting bids.

## **12. PAYMENTS UNDER THE CONTRACT**

All payments due to the Bidder in terms of the contract will be done by means of Electronic Fund Transfer.

## T1.2 EVALUATION CRITERIA

DWS will evaluate all proposals according to the preferential Procurement Regulations 2022 and submissions will be adjudicated on 80/20 system and the evaluation criteria. Four phase evaluations will be considered in evaluating the bid. Upon receipt of the proposals, the evaluation criteria shown below will be used to select a suitable bidder.

The evaluation process includes the following phases:

- Phase 1: Mandatory Compliance
- Phase 2: Technical Compliance
- Phase 3: Administrative Compliance
- Phase 4: Price and Specific Goals (80/20) preferential system)

### **Phase 1: Mandatory Compliance**

Bidder must comply with the following requirements. Failure to submit the documents listed below will render your bid no-responsive and will be disqualified.

No	Criteria	Yes	No
1.	Attendance of compulsory briefing session and service provider to sign the attendance register during the briefing session		
2	Attach valid CIBD certificate minimum Grading 1 GB/1 SQ		
3.	Fully Completed bill of quantities		
4	Fully Completed pricing schedule (SBD 3.1)		

## **Phase 2: Technical Compliance**

Compliance requirements:

- Full compliance to the technical requirements by indicating compliance or non-compliance as per specification spread sheets (table). Bidders must indicate compliance by means of a (Yes) and non-compliance by means of a (No).
- A bidder who fails to comply with the below requirements in full will be considered non-responsive and may be disqualified from further evaluation.

<b>Criteria</b>	<b>Sub-Criteria</b>	<b>Comply Yes/No</b>
<b>Team capability</b>	<p><b>Team capability-</b> Demonstrated skills and experience of key personnel for this project, limited to the Project Manager or Site agent.</p> <p>An Organogram with personnel relevant to the project (i.e. artisan/Plumber with trade test) Attach 1 page resume of Project Manager or Site Agent indicating, amongst others, relevant qualifications, experience, accreditation/affiliation (where relevant), etc. Artisan/Site Agent with 2 or more years fencing / construction experience.</p>	
<b>Proposed maintenance programme</b>	<p><b>Proposed maintenance programme-</b> Provides a detailed list of tasks necessary to complete the works, tasks a specific to the project and encompass maintenance milestones</p> <p>Appropriate timeline and time estimates</p>	
<b>Past relevant work experience</b>	<p><b>Past relevant work Experience</b> - One (1) award letters, completion certificates and verifiable completion certificates of which the scope of work is relevant to the project scope as prescribed in the project specification.</p>	
<b>Methodology</b>	<p><b>Methodology-</b> Items (a-g) must be clearly outlined in the detailed method statement.</p> <ul style="list-style-type: none"> <li>a) Work Sequence</li> <li>b) Time</li> <li>c) Resources</li> <li>d) Associated Health, Safety and Environmental Assessments</li> <li>e) Control Measures</li> <li>f) Welfare Facilities</li> </ul> <p>Work Method etc.</p> <p>Content, Clear, detailed presentation of the scope of work with full understanding and a logical structure.</p>	

### **Phase 3: Administrative Compliance**

Bidders are required to comply with the following listed below.

No	Criteria	Yes	No
1.	Companies must be registered with National Treasury's Central Supplier database must submit CSD report. Provide MAAA number on SBD1.		
2.	Tax compliant with SARS (to be verified through CSD and SARS). Attach Tax Compliant status PIN page.		
3	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach copy of Bidder's CIPC/CIPRO certificate.		
4	A valid copy of B-BBEE Status Level Verification Certificate or a valid original sworn affidavit (failure to submit, the Bidder will forfeit the relevant points allocated for B-BBEE under specific goals).		
5	Initial and sign Tender data section (T1 & T2) and all required documents to be submitted with tender. Initial each page of section C1, C2 and C3 and sign where required.		
6	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.		
7	Complete, sign, submit SBD1, SBD4, SBD6.1, Annexure C		



#### **PHASE 4: PRICE AND SPECIFIC GOALS**

The 80/20-point system will be used in evaluating all proposals.

<b>Evaluation element</b>	<b>Weighting (Points)</b>
SPECIFIC GOALS	20
PRICE	80
<b>Total</b>	<b>100</b>

#### **Price**

**A maximum of 80 points are allocated for price on the following basis**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where:

$P_s$  = Points scored for comparative price of bid under consideration  
 $P_t$  = Comparative price of bid under consideration  
 $P_{\min}$  = Comparative price of lowest acceptable bid

#### **Preference Point System (Specific Goals)**

<b>SPECIFIC GOALS</b>	<b>NUMBER OF POINTS TO BE ALLOCATED</b>
Women	5
People with disability	5
Youth (35 and below)	5
Location of enterprise (Province)	2
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3
<b>Total points for SPECIFIC GOALS</b>	<b>20</b>

Documents requirement for verification of points allocation:

Procurement Requirement	Required Proof Documents
Women	Full CSD Report
Disability	Full CSD Report
Youth	Full CSD Report
Location	Full CSD Report
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	Valid BBBEE certificate/sworn affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report

The definition and measurement of the goals above is as follows:

**Women, disability, and youth:**

This will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets this 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 bidder will obtain 60% of the points allowable for this goal.

**Location of enterprise**

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

**B-BBEE status level contributors from level 1 to 2 which are QSE or EME**

Measured in terms of normal BBBEE requirements.

**Note: Formula for calculating points for specific goals**

Preference points for entities are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed:

$$PC = Mpa \times \frac{P\text{-own}}{100}$$

Where

PC= Points awarded for specific goal

Mpa= The maximum number of points awarded for ownership in that specific category

P-own = The percentage of equity ownership by the enterprise or business

Should you require any further information in this regard, please do not hesitate to contact:

Name:	Nirdosh Punchum
Tel:	033 2391266
Mobile:	060 5874655
Email:	punchumn@dws.gov.za

### T1.3 LIST OF RETURNABLE DOCUMENTS AND SCHEDULES

The Bidder must complete and attach the following Returnable Documents:

**a) SBD Forms to be completed and signed**

- |        |  |                          |
|--------|--|--------------------------|
| SBD1   | Invitation to Bid  | <input type="checkbox"/> |
| SBD3.1 | Pricing Schedule – Firm Prices   | <input type="checkbox"/> |
| SBD4   | Declaration of Interest  | <input type="checkbox"/> |
| SBD6.1 | Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 | <input type="checkbox"/> |

**b) Returnable Schedules required for Bid Evaluation purposes**

- |    |   |                          |
|----|---|--------------------------|
| A: | Certificate of attendance of briefing session | <input type="checkbox"/> |
| B: | Bill of Quantities (BOQ)                      | <input type="checkbox"/> |

**c) Other Documents required for Bid Evaluation purposes**

- |    |  |                          |
|----|--|--------------------------|
| 1: | Company/business registration certificate (CK) issued by the Commissioner of Companies & Intellectual Property Commission (Joint Ventures/Close Corporation/Partnership/Company/Sole Proprietor) | <input type="checkbox"/> |
| 2: | An original valid Tax Clearance Certificate issued by the South African Revenue Services.  | <input type="checkbox"/> |
| 3: | Certified copies of Identity Documents of shareholders   | <input type="checkbox"/> |
| 4: | B-BBEE Status Level Verification Certificate or Sworn Affidavit  | <input type="checkbox"/> |
| 5: | Letter of Authority indicating the person who will be authorized to sign bidding documents and contract on behalf of bidder  | <input type="checkbox"/> |
| 6: | General condition of a contract, signed  | <input type="checkbox"/> |
| 7: | CSD Reports (comprehensive)  | <input type="checkbox"/> |
| 8: | Check list of returnable documents   | <input type="checkbox"/> |

## 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:	WTE-2523ES		CLOSING DATE: 07 OCTOBER 2025	CLOSING TIME:	11:00am
DESCRIPTION	SUPPLY, DELIVERY & INSTALLATION OF SECURITY FENCING AT HLUHLUWE DAM WITHIN 4 MONTHS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
THE BID BOX AT THE ENTRANCE OF WATER AND SANITATION – MIDMAR DAM					
R103 PROSPECT STREET					
HOWICK, 0001					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Eric Sikhakhane		CONTACT PERSON	Mr. N. Punchum	
TELEPHONE NUMBER	033 239 1252			033 239 1266	
FACSIMILE NUMBER					
E-MAIL ADDRESS	<a href="mailto:SikhakhaneE@dws.gov.za">SikhakhaneE@dws.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:punchumn@dws.gov.za">punchumn@dws.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
<b>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.</b>					

## 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, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://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:

.....



**water & sanitation**

Department:  
Water and Sanitation  
REPUBLIC OF SOUTH AFRICA

### 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: WTE-2523ES**

**Closing date: 07 OCTOBER 2025**

**Closing Time 11:00**

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

ITEM NO.	QTY	DESCRIPTION OF GOODS	UNIT PRICE (To be filled by the bidder)	BID PRICE (To be filled by the bidder)
1		Security Fencing at Hluhluwe Dam		
			15% VAT	
			TOTAL BID PRICE	

- **Required by:** OPERATIONS EASTERN
- **Att:** SUPPLY CHAIN MANAGEMENT
- **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**



## **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.



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

2.2.1 If so, furnish particulars:

.....

.....

2.3 Does the Bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

- 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

## SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

#### 1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **80/20** preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<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.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20                      or**

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

Where

Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmin = Price of lowest acceptable tender

## 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 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 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.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**  
**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.**

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

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

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....

.....

.....

## LOCAL CONTENT ANNEXURE C

SATS 1286.2011

### Annex C

#### Local Content Declaration - Summary Schedule

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

Note: VAT to be excluded from all calculations

Pula  EU  GBP

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

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

Signature of tenderer from Annex B

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


(C20) Total tender value R 0  
(C21) Total Exempt imported content R 0  
(C22) Total Tender value net of exempt imported content R 0  
(C23) Total Imported content R 0  
(C24) Total local content R 0  
(C25) Average local content % of tender



## C1: CONTRACT DATA

## C2. PRICING DATA

### C2.1 BILL OF QUANTITIES

		 <b>water &amp; sanitation</b> Department: Water and Sanitation REPUBLIC OF SOUTH AFRICA		Contract No.: <b>WTE-2523ES</b> <b>Security Fencing at Hluhluwe Dam</b> <b>Pricing Data - Bill of Quantities</b>		
ITEM NO	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A		<b>SECTION 1 - PRELIMINARY AND GENERAL (GENERAL SMALL WORKS) SANS 1200 AA SCHEDULE FIXED CHARGE AND VALUE RELATED ITEMS</b>				
1	8,3					
	8.3.1	Contractual Requirements	Sum	1		
	8.3.2	Provision of Facilities on site				
	8.3.3	General responsibilities and other Fixed-charge obligations	Sum	1		
	8.3.4	Removal of Site Establishment	Sum	1		
		<b>SECTION OHSAS 193 SAFETY SPECIFICATION</b>				
		Provide a Health and Safety Plan	Sum	1		
		Conduct a Risk assessment by Contractor in terms of construction regulation 2003	Sum	1		
		Personal Protective Equipment and Clothing	Sum	1		
		Appointments Health and Safety Representative for the duration of the project	Sum	1		
		Keep all records and registers for the duration of the project	Sum	1		
		Maintain Health and Safety File for the duration of the project	Sum	1		
<b>AMOUNT CARRIED FORWARD</b>						



ITEM	PAY	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
B	REF	<b>SECTION 2 - BUILDING WORKS</b>				
		<b>SITE CLEARANCE SANS 1200C</b>				
	8.2.1	Clear & Grub	m <sup>2</sup>	32		
	8.2.10	Remove topsoil to nominal depth 150 mm (or other stated depth), stockpile and maintain	m <sup>3</sup>	5		
C		<b>EARTHWORKS 1200 D</b>				
	8.3.2	Bulk Excavation				
		Excavate in all material and use for embankment or backfill or dispose, as ordered	m <sup>3</sup>	5		
		Intermediate material 10%	m <sup>3</sup>	0,5		
		Hard rock 5%	m <sup>3</sup>	0,25		
		<b>Digging out foundation for:</b>				
		Gate post 100mm (0.5x0.50x0.5) x2	m <sup>2</sup>	0,5		
		Corner post (0.5x0.5x0.5) x 1	m <sup>2</sup>	2		
		Intermediate post 75mm (0.5 x 0.5 x0.5) x 42	m <sup>2</sup>	5,75		
D		<b><u>CONCRETE WORKS</u></b>				
		Rate shall include for form work depositing, handling, hoisting into position, vibrating, curing etc. and making good after removal of formwork etc.				
		Reinforcements paid separately unless otherwise specified in the item				
		Rate shall include for supplying and laying of gauge 1000 polythene on ground, where concrete is in direct contact with ground, before pouring concrete unless otherwise measured separately.				
		Hole Volume Augered [each]				
		Diameter (0.5) depth (0.5)				
		Number of Holes = 234				

		Volume 15MPa Concrete [m³]	m³	1,7		
ITEM	PAY	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
E		<b>Fencing</b>				
		R/Mesh 2.4m [50x50openings] per 30m roll	Roll	3		
		Galv Round straining Post 100mm Dia x3m	m	15		
		Galv Round intermed. Post 76mm Dia x3m	m	30		
		Galv Round Fence Stay 50mm x3.0m	m	30		
		3.0m long Steel Y Standard every 3 m	m	15		
		Flatwrap Razor Wire 500mm x 15m	m	25		
		Galv Wire 50kg 3.15mm [810m]	kg	1		
		Galv Wire 50kg 1.65mm [3175m]	kg	1		
		Galv Gates 0,9 to take Razor Cut on top	m	1		
		Galv 125mm Blots & Nuts	unit	48		
		Donald Tensioner HDG	unit	24		
		TURNSTILE AS PER SPECIFICATIONS	UNIT	1		
		<b><u>Calculations:</u></b>				
		Corner Posts	m	2		
		Gates Posts	m	4		
<b>TOTAL</b>						<b>R</b>



**water & sanitation**

Department:  
Water and Sanitation  
REPUBLIC OF SOUTH AFRICA

Contract No.: WTE-2523ES  
Security Fencing at Hluhluwe Dam  
Pricing Data - Bill of Quantities

**SUMMARY OF BILL OF QUANTITIES**

SECTION	DESCRIPTION	AMOUNT
A	PRELIMINARY AND GENERAL	R
B	EXCAVATION AND EARTHWORKS	R
C	CONCRETE WORK	R
D	FENCING	R
E	TURNSTILE	R
F	STRANING /CORNER/GATE POSTS	R
	<b>TOTAL CARRIED TO SBD 3.1</b>	<b>R</b>
		-

**SIGNATURE OF TENDERER:**

**DATE:**



water & sanitation

Department:  
Water and Sanitation  
REPUBLIC OF SOUTH AFRICA

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

Site clearing and establishment

Marking / pegging out

Excavation of foundation for all fencing Posts

Delivering and storage of material on site

Installation of Fencing posts

Installation of Corner posts

Installation of Gate posts

Installation of Fence

Installation of Turnstile

Installation of Barbed razor wire

Tidy Site & Handover

## **C3.1 Technical Specification**

**BRANCH: INFRASTRUCTURE MANAGEMENT**

**CD: WATER RESOURCES INFRASTRUCTURE OPERATIONS AND MANAGEMENT**

**D: OPERATIONS EASTERN**

**SUB-DIRECTORATE: TECHNICAL SUPPORT SERVICES (TSS)**

**TECHNICAL SPECIFICATION**

**HLUHLUWE RIVER GWS: HLUHLUWE DAM: SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF  
SECURITY FENCING AT HLUHLUWE DAM**

**APRIL 2025**

**REF NO: EO-MMD-C-05 2025/2026**

<b>1</b>	<b>INTRODUCTION .....</b>	<b>5</b>
<b>1.1</b>	<b>General background information.....</b>	<b>5</b>
<b>1.2</b>	<b>Directions to the dam – construction site.....</b>	<b>5</b>
<b>1.3</b>	<b>Fencing requirements at the Dam.....</b>	<b>5</b>
<b>2.</b>	<b>SCOPE OF WORK.....</b>	<b>9</b>
<b>3.</b>	<b>APPLICATION OF CLAUSES.....</b>	<b>9</b>
<b>4.</b>	<b>MATERIALS AND METHODS.....</b>	<b>10</b>
<b>5</b>	<b>CONDITIONS OF CONTRACT.....</b>	<b>25</b>
<b>6</b>	<b>OCCUPATIONAL HEALTH AND SAFETY.....</b>	<b>33</b>
<b>7</b>	<b>MODIFICATIONS.....</b>	<b>34</b>
<b>8</b>	<b>MEASUREMENT AND PAYMENT.....</b>	<b>35</b>
<b>9</b>	<b>BILL OF QUANTITIES.....</b>	<b>35</b>
<b>10</b>	<b>DRAWINGS AND SPECIFICATIONS.....</b>	<b>35</b>

## TECHNICAL SPECIFICATIONS

### SUPPLY, DELIVERY, AND INSTALLATION OF SECURITY FENCING AT HLUHLUWE DAM

## 1. Introduction

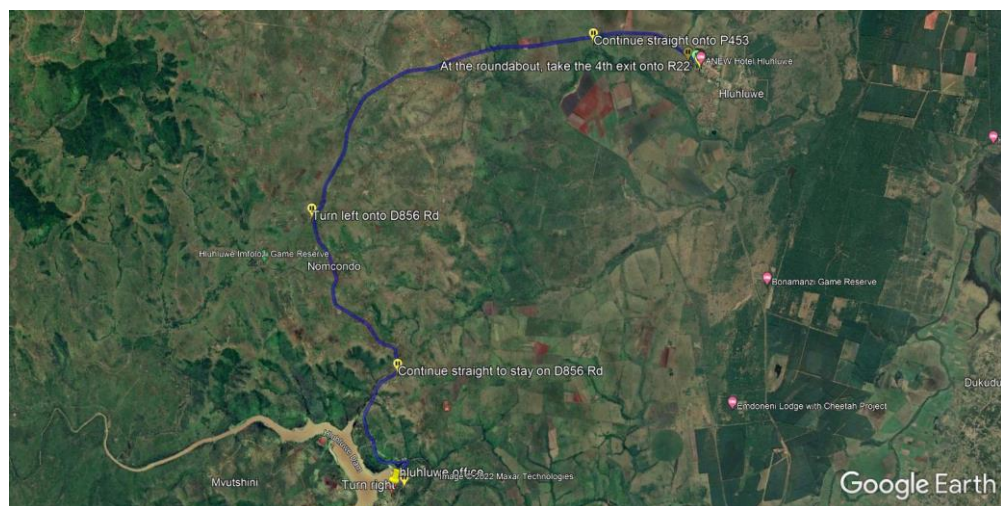
### 1.1 General background information

Hluhluwe Dam is located on the Hluhluwe river approximately 15km south-west of the town of Hluhluwe in KwaZulu-Natal province. The catchment is medium sized (723km<sup>2</sup>), and the primary purpose of the dam is to provide storage for irrigation, industrial and domestic use. The dam wall is 37m high and is classified as large. The dam was designed and constructed by DWAF and completed in 1965. The dam is owned by the Department of water and sanitation.

Coordinates of the dam - Latitude:28°07'18.21"S Longitude:32°10'46.15"E

### 1.2 Directions to the dam

Directions to the dam wall: On the N2 approaching North or South, offramp onto road D123 and head west until it transitions to D856, travel for approximately 15.5 km and arrive at the Hluhluwe dam wall.



### 1.3 Fencing requirements at the Dam

#### 1.3.1 Extending fencing on the Upstream Left Bank



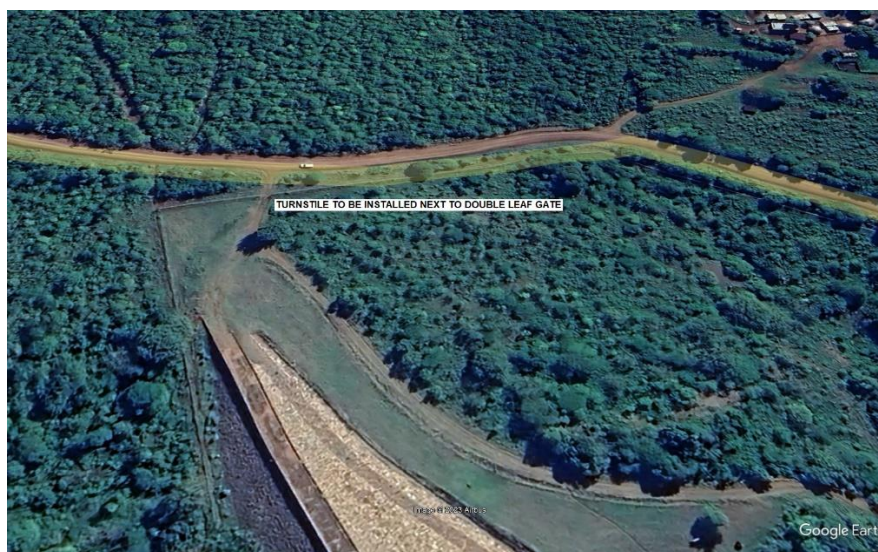


**Dam wall left bank easily accessible by livestock and community**




**Figure above: yellow line depicts length of fence to be extended by 20m**

### **1.3.2 Installation of Turnstile as per specifications:**





	<p><b><u>Turnstile specs:</u></b></p> <p>Full height, 4-arm, single turnstile          Required opening size: 1,43m wide x 2,25m high          Bi-directional          suitable for internal and external installations          Key override for free rotation.          Works with all access control and time &amp; attendance systems.          Supplied in broken-down form on a pallet –          Pallet dimensions: 2,2m long x 1,1m wide x 1,1m high.          Weight 180kg.          Straightforward assembly.          5-year mechanical guarantee.          1-year electrical guarantee.          Price to include installation/delivery</p>
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### Maintenance to be carried out on existing fencing:





Start of fencing repair on right bank, New fencing from vertical pole



End of fencing repair on left bank. Total repair =57m on right bank, includes new fencing, y-standards, foundation and poles.





Start of fencing at pole 9m from bridge on left bank, New fencing from pole in picture



End of fencing at Steel standard on Bridge. Total fencing on left bank 9m new fencing after installation of single leaf pedestrian gate, y-standards and poles to be installed.

## 2. SCOPE OF WORK

Supply, deliver and install fencing according to drawings and specifications.

## APPLICATION OF CLAUSES

### 2.1 PRECEDENCE OF THESE CLAUSES

The clauses contained in this section are intended to amplify the rest of the conditions contained in this tender document, and in certain instances to modify the contents.

Should any discrepancy appear between these clauses and the rest of the conditions these clauses should take precedence?

### 2.2 EXTENT OF THE CONTRACT

This contract **comprises** the supply of all material and labour for the erection and completion of Fencing around Hluhluwe Dam, Kwa Zulu Natal Province.

### 2.3 RESPONSIBILITIES

The extent of the contract as given above is intended to indicate the **general extent of the works** involved. It is not exhaustive in so far as any detailed item or associated work is concerned and shall **in no way relieve** the contractor of his responsibilities to comply with the specific requirements.

### 2.4 SEQUENCE OF WORK

The successful contractor shall be expected to complete the contract within the time stipulated by him in the appendix to the Bid Form keeping in mind the Employer's target for completion when calculating his own proposed Contract Period. The sequence of work shall be determined by the Contractor and compiled in a works programme.

### 2.5 CONSTRUCTION SITE

The construction sites are located near the Water and Sanitation offices at Hluhluwe Dam and includes left bank fencing extension.

### 2.6 NATURE OF GROUND AND SUBSOIL CONDITIONS

Not applicable

## 2.7 TEMPORARY BUILDINGS AND SERVICES

The contractor must make his **own arrangements** in connection with the following, the costs for which must be included in the "Preliminary and General" section, maintain it in a tidy and proper manner and adopt such precautions to prevent any pollution whatsoever.

- (a) Temporary accommodation and toilet facilities for all workers.
- (b) Temporary site offices and/or workshops.

The Department will supply a connection point within reasonable distance from the construction site for the following services:

- (a) **Drinking and construction water**

The contract includes work at site where water is available of which the contractor may use, for construction purposes, free of charge. The Department reserves the right to limit the consumption before any connection or extension of the supply is made, which must be carried out at the contractor's expense and must be made good on completion of the contract. Under no circumstances may water be obtained from fire hydrants or fire hoses.

## 2.8 CO-OPERATION BETWEEN CONTRACTORS/SUBCONTRACTORS

It is essential that contractors/subcontractors work **in co-operation** with each other. Differences arising should be settled by the contractors themselves and the employer will not be liable for any damage or loss arising from such differences.

## 2.9 PROCEDURE OF WORK

The Department's personnel, during this contract are situated on site in existing offices. The works on this contract shall be carried out according to program in such a manner as to cause **the least inconvenience** to Departmental personnel. The contractor shall co-ordinate with the employer's local representative on which part of the work to be expedited requires priority.

## 2.10 SITE CLEARING AND LEVELLING

Clearing and levelling of the site after completion will be under strict supervision of the employer in terms of preserving the existing ecology. The site shall be levelled with the ground sloping away from the fencing. **No trees, shrubs or plants shall be removed without the written permission of the Engineer.**

## **2.11 ADMISSION TO SITE**

Permission for admission to and establishment on site:

Before the successful bidder (contractor) establishes himself on the site, the **local appointed Resident Engineer's** (1.19.1) prior approval must be obtained.

## **2.12 INSURANCE**

The contractor shall enter a policy of insurance **to cover his liability** under the laws in force relating to the workman's compensation and liability to the public and shall produce proof of such insurance having been affected by him.

The contractor shall indemnify the Department of Water and Sanitation from all claims due to accidents to workmen and the public during the execution of this contract.

## **2.13 CHECKING OF BID DOCUMENTS**

On receipt of the bid documents, the tenderer must, prior to submitting his tender, **check all the bid documents** and should **any difference or discrepancy** between or in the drawings and specifications be detected by the bidder, he shall seek in writing a decision, from the Director/Acting Director: Civil Engineering, Department of Water and Sanitation, Private Bag X313, Pretoria, 0001, on the true intent and meaning of the bid documents as the Department of Water and Sanitation **cannot be held liable** for the additional cost of extra work that may be caused as a result thereof.

## **2.14 SCOPE OF BID PRICE**

The bid price and all prices and/or prices which are inserted into the price schedules in the specification and transferred to the tender form, must be for the execution and completion of the works as well as for the provision of all labour, materials, workmanship, machinery, plant, and everything that is or may become necessary.

## **2.15 VALUE ADDED TAX**

The tender price shall **include value added tax** payable in terms of the Sales Tax Act No. 103 of 1978, as amended.

## **2.16 PURCHASING OF MATERIALS**

- ♦ The contractor is required to purchase the materials necessary for the contract soon thus limiting the effect of inflation and to prevent delays.

- ♦ Payment for materials will only be affected if the contractor **can prove ownership** of the items and if the material **has been delivered to site**.
- ♦ The contractor will be **responsible for the security** and maintenance of all materials in storage on site or at any other place of the contractor's choice.
- ♦ The contractor will be required at his own expense to **make all arrangements for off-loading** and carefully stacking all materials delivered under this contract at the site of the works. The off-loading and stacking shall be carried out strictly in accordance with the requirements of the engineer so as to permit a thorough and careful examination and testing of all items for breakages, failures, etc. and any routine maintenance during storage.
- ♦ The contractor shall be fully responsible for the protection of all materials delivered by him to site but still in storage, against damage by water, weather, fire, and any other interference until such time as it is erected and installed, put into satisfactory operation, and accepted by the employer as complete.

## 2.17 PAYMENTS

### 2.17.1 Progress payment

- (a) **This is a bulk pricing bid.** The price for the buildings, items B1 and B2 in the schedule of quantities include all work according to the drawings and specifications to erect the fencing complete but excludes work specified under Section C and D of the schedule of quantities and which should be priced separately. Most of the items under Section C and D are measurable after construction or provisional items.
- (b) **Monthly part payments** will be made in accordance with the percentage tabulated below as a guide for the work completed on the building. The Engineer will decide in collaboration with the Contractor on the final allowable percentage to be paid for each interim payment.
- (c) The supervising Engineer (Civil Design) in collaboration with the Contractor will do the payment certificate. Payment will be made by the administration and financial section of Midmar Dam Departmental personnel.
- (d) Each interim payment certificate shall be subjected to retention by the Employer of 10% of the total work done to date. The retention will be reduced to 5% at the completion of the works (completion certificate), which will then be paid at the issuing of the Final Certificate at the end of the maintenance period. No limit will be applicable on the amount of the retention money.

Subsection of contract	Percentage of total cost
Site clearing and establishment	2.5
Marking / pegging out	2.5
Excavation of foundation for all fencing Posts	5.0
Delivering and storage of material on site	45
Installation of Fencing posts	2.5
Installation of Corner posts	2.5
Installation of Gate posts	2.5
Installation of Fence	2.5
Installation of Turnstile	20
Installation of Barbed razor wire	5
Tidy Site	10
<b>Total</b>	<b>100</b>

- 2.17.2 Payment of provisional items will be made as separate items in the schedule of quantities with reference to procedure and method as stated here under:

**Method of payment shall be done according to clause 11 as stipulated in the "Special Conditions of Contract".**

- 2.17.3 **Payment of preliminary and general items** will be made in accordance with clauses 8.2.1 and 8.2.2 of SANS specification 1200A.

- 2.17.4 The contractor shall provide all **reasonable assistance** in the preparation of cash flow statements for certificate payments required by the employer.

Such statements shall be based on the programme for the execution of the works and shall be updated at such intervals, as the programme of work progress is required to be updated. The co-operation of the contractor under these items shall in no way prejudice his right to receive payment in terms of the contract.

- 1.17.5 The Contractor can claim payment of 80% of the value of material for the contract, purchased by him and delivered to site, but not yet built in on his interim payment certificate. The Contractor must provide the Engineer with documentation proving his ownership of such material.

- 1.17.6 The Bidder shall complete the Daywork Schedule on which basis he will be paid for the execution of extra work as described in the preamble of the schedule. If an item was not included in this schedule, the contractor will be paid for that item according to **clause 40** in the "General Conditions of Contract for Works of Civil Engineering Construction", sixth edition (1990), with specific reference to **sub-clause (4) (a)**.

## **1.18 GENERAL**

- 1.18.1 Throughout this document the following shall apply:

- (a) **Employer** shall mean the Minister of Water and Sanitation, acting on behalf of the Government of the Republic of South Africa or his duly authorized representative.
- (b) **Engineer** shall mean the Director-General of the Department of Water and Sanitation or his duly authorized representative. Refer to "Instructions to Tenderers" Clause 2.
- (c) Address of **Employer** at Head Office:

**Director General**

**Department of Water and Sanitation**

**Private Bag X313**

**PRETORIA**

**0001**

**Tel.: (012) 336-8680**





## 1.19 COMMENCEMENT AND WORKS PROGRAMME

Commencement date of the works and hence the contract period shall be taken as the date of official site handover to the Contractor. The Contractor can commence work directly after receiving his letter of acceptance but at his own risk and only on approval of the Engineer.

Within 14 days of award of contract, the contractor **shall submit** a detailed comprehensive and realistic **works programme** reflecting all activities required up to final completion.

The format of the programme shall be to the engineer's approval. The programme so submitted and approved shall be held to be binding throughout the contract period.

The tender price shall be computed on the assumption that **all the material necessary** for the execution of this contract will **be readily available** when required in accordance with the programme for the works. The contractor shall use every reasonable endeavour to obtain supplies of all materials timeously.

## 1.20 LEAVE PERFECT

On the **completion** of the works the contractor shall **clear away and remove** from the site all construction plant, surplus materials, rubbish, and temporary works of any kind and leave the whole of the site and the works clean and in an efficient condition to the satisfaction of the engineer. The contractor shall also satisfy the engineer that he has complied with the conditions of any wayleaves, which the contractor has negotiated.

## 1.21 CONTRACT PRICE - ADJUSTMENT PROVISIONS

**The general rule stipulates that:**

- (a) If the contract term (the period or term of completion) is 6 months or shorter, the contract price Irrespective of the amount involved shall be fixed and NO price adjustments shall be considered.
- (b) In respect of all contracts amounting to R500 000, 00 and less for buildings or building related contracts, the contract price shall be fixed irrespective of the contract term.
- (c) The stipulations concerning contract price adjustments shall be applicable only to building contracts to the value of more than R500 000, 00 and of which the contract terms are longer than 6 months.

<b>Notwithstanding Clause 1.21 (a), (b) and (c) above:</b>
<b>No price adjustments shall be applicable on this contract and all bid rates or tariffs will be firm for the duration of the contract. The contractor shall compensate for any fluctuation of material or labour in his bid price.</b>

## INSPECTIONS DURING THE CONSTRUCTION PERIOD

Apart from normal site inspections and site meetings, the Contractor shall request the Engineer at the following stages of the contract to inspect and approve specific sections of the work:

- a) Site clearing and establishment
- b) Marking / pegging out
- c) Excavation of foundation for all fencing Posts
- d) Delivering and storage of material on site
- e) Installation of Fencing posts
- f) Installation of weld mesh
- g) Installation of Gates
- h) Installation of razor wire flat wrap
- i) Tidy Site

## **MATERIALS AND METHODS**

### **1. PRELIMINARY AND GENERAL CLAUSES**

- 1.1 Director-General - The term "Director-General", where used in this Specification, shall mean the Director-General for the Department of Water and Sanitation or his duly appointed representative.
- 1.2 Conditions of contract - The "Articles of Agreement", to be entered into and the "Conditions of Contract" are contained in the "Lumpsum Contract Agreement" of the Department of Water and Sanitation, which document may be perused at Head Office or at the offices of the various Regional Representatives. Tenderers are referred thereto for the full intent and meaning of all clauses, as no claim for extras resulting from the contractor's ignorance of such clauses shall be entertained.
- 1.3 Tender to be on official form - Tenderers must submit their tenders on the official FORM OF TENDER supplied for that purpose, which must be completed in all particulars. If the form of tender is amended in any way, such tender might be regarded as qualified and in validated accordingly.
- 1.4 Interpretation of tender documents - The tenderer must check the documents issued to him and, if any part or parts thereof are found to be missing, duplicated, illegible or insufficiently described, or if the documents contain obvious errors or discrepancies, he should apply immediately to the Director-General for clarification, failing which the Contractor shall be liable to make, at his own expense, any alterations or substitutions to the works rendered necessary through incorrect interpretation of such documents. In the event of discrepancies between the drawings and specifications, the latter shall apply.

It is to be clearly understood that this is a Lumpsum Contract, which makes provision only for the re-measurement of certain items as specified in the "Schedule of Quantities."

The specification and drawings describe, as far as it is possible, the work to be done and materials to be used, but everything incidental to the works or not described but clearly implied, shall be performed by the Contractor.

- 1.5 View site - Tenderers are advised to visit the site on which the buildings are to be erected and to make themselves thoroughly acquainted with the nature of the site and soil conditions, facilities for access, the conditions under which the work is to be executed, all other matters which may influence the works and any restrictions or conditions which may be imposed by Municipal or other Authorities, as no claim will be entertained on the grounds of ignorance of such conditions.

- 1.6 Site pegs - The Survey Pegs of the site will be pointed out to the Contractor, who must deposit with the Director-General a written receipt in respect thereof and take full responsibility thereafter for the work being set out correctly in accordance therewith and for any peg displacements or cost of resurveying.
- 1.7 Dimensions, etc. - All weights and measures shall be taken to be to the metric system, in accordance with the Systeme International d'Unités (SI). Figured dimensions are to be followed in preference to scaled measurements.
- As the sizes of some materials and articles are subject to changes due to metrication, the approval of the Director-General to use sizes other than those specified shall not be unreasonably withheld.
- 1.8 Materials and workmanship - The work shall be executed with materials of the best quality and in the most substantial manner and to the entire satisfaction of the Director-General.
- 1.9 Samples - The Contractor shall furnish such samples as may be called for by the Director-General, who may reject all subsequent materials not corresponding with the approved samples.
- 1.10 Protection from storms, etc. - The Contractor shall protect the works from all storms, surface, and underground water and from inclement weather to the satisfaction of the Director-General.
- 1.11 Plant, water, electricity, etc. - The Contractor shall provide all plant, tools, labour, materials, cartage, scaffolding, temporary shuttering, water, electricity, etc., necessary for the due and proper completion of the work. Only clean, fresh water, free from vegetable or organic matter, earth, clay, acid, or alkaline substances, either in suspension or solution, shall be used, and the Contractor shall make his own arrangements with the local authority or Government Departments as required for the supply of water for building purposes.
- 1.12 Sheds and latrines - The Contractor shall erect, maintain, and remove at the completion of the work, ample temporary sheds for the proper storage of perishable materials and latrines for the use of the workmen.
- 1.13 Lighting, watching and guard railing - The Contractor shall provide all necessary lighting, watching and guard railing to the satisfaction of the Director-General and Local Authority.
- 1.14 Notice board - The Contractor shall erect and maintain and remove at the completion of the work, a notice board, size 1 200 x 1 000 mm, with lettering brilliantly executed thereon as shown on the drawings.
- 1.15 Articles of value - Any articles of value found on the site shall be handed to the Director-General, who shall be the sole judge as to what constitutes articles of value.
- 1.16 Rubbish - All superfluous material, earth and rubbish that may accumulate during the progress of the works shall be carted away.
- 1.17 Workmen's insurance - The Contractor shall insure his workmen in terms of any Workmen's Compensation Act in Force and shall indemnify the Director-General from any claims thereunder.

1.18 Anti-malaria precautions - The Contractor's attention is drawn to the need for compliance with the Regulations promulgated under the Public Health Act, No. 36 of 1919, in certain areas.

1.19 SABS specifications - All references to South African Bureau of Standards specifications and codes of practice shall be deemed to be references to the latest issues, of such specifications and codes, as may be amended from time to time. When called for by the Director-General, proof shall be furnished by the Contractor of compliance of a product with the relevant SABS Specification.

1.20 Materials to be of South African manufacture - Materials manufactured or produced in the Republic of South Africa shall be used, wherever possible, in carrying out the work to which this specification refers.

## **4. Conditions of Contract**

The conditions governing this Tender are as set out in the General Conditions of Contract for Construction Works, Third Edition (2015).

Contracts will only be awarded to Tenderers who, in the Engineer's opinion, are capable of manufacturing and supplying to the required standard. Workmanship shall conform to accepted industrial standards. The size of tools and equipment used shall be proportional to the task being conducted.

Tenders shall only be awarded on a fixed price basis, and no escalation shall be considered.

The Contractor shall make no changes or modifications to any part of the design, or the equipment offered under this Contract without the written approval of the Engineer. The Department shall not accept any additional costs for any part of this Contract should any procedures contained therein are not complied with.

The Contractor shall be responsible to issue all his Sub-contractors with the relevant sections of this tender document, any additional cost resulting from Sub-contractors not being fully informed, shall be for the contractors' account.

### **Guarantee**

The defects liability period as stipulated in the General Conditions of Contract for Construction Works, Third Edition (2015), shall read 12 (twelve) months from the date of issue of the Commissioning Certificate by the Engineer to the Contractor and shall terminate with the issue of the Final Certificate by the Engineer. The Contractor's Guarantee shall include all aspects of the manufacturing process, including work done by any Sub-contractors.

## **5. Occupational Health and Safety**

The Occupational Health and Safety Act (Act number 85 of 1993) and related Regulations is applicable. Construction Regulations, Diving Regulations and Confined Areas Regulations have reference. The contractor shall notify the Department of Labour, prior to commencing with the project. The DWS shall ensure that the provisions of the OHS are complied with for the duration of the project. The contractor prior to commencing on with the project shall submit:

- A comprehensive OHS file in accordance with the OHS Act.
- A detailed site-specific risk assessment for review and acceptance.
- A detailed method statement for approval by the Project Manager.
- A detailed plan in terms of providing ventilation into the tunnel, gallery, and pipeline.

All work shall be done in accordance with relevant legislation(s) and regulation(s). The DWS reserves the right to stop the contractor from executing work, which is not in accordance with the contractor's OHS plan for the site or which poses a threat to the health and safety of persons. The contractor may not appoint a subcontractor unless the contractor is reasonable satisfied that the subcontractor has necessary competencies and resources

to perform work safely. Any subcontractor appointment shall be approved by the Project Engineer. Where a contractor appoints a subcontractor, all OHS Act requirements shall be applicable to the subcontractor. The contractor shall appoint a full-time competent employee in writing as the project supervisor, with the duty of supervising the project.

When the contractor and employees is found contravening OHS Act, the DWS shall stop the work until such time that the contractor implemented corrective measures to the satisfaction of the DWS.

### **Section 37.2 Appointment**

In accordance with the provisions of Section 37(2) of the Occupational Health and Safety Act 85 of 1993 wherein the Department of Water and Sanitation as Employer has entered into a contract with the Contractor, in terms of which the Contractor is to perform certain work and services for and on behalf of the Employer, subject to the terms and conditions as contained in such contract.

Then parties have agreed that in respect of performance of the work the Contractor shall be responsible for compliance with the Occupational Health & Safety Act and its Regulations. The Employer and Mandatory accordingly enter in this agreement in terms of Section 37(2) of the OHS Act, the terms, and conditions of which are set out in The Occupational Health and Safety Specification.

### **Risks Identified by the DWS**

The following are the risks associated with this project as identified by the DWS:

- Service gate or isolating equipment failure
- Flooding
- Drowning
- Working at height
- Overhead Crane failure
- Injury due to falling material
- Failure of rigging equipment
- Falling due to slippery surfaces
- Scaffold and climbing equipment collapse
- Noise due to grinding, blast cleaning, etc
- Paint or chemical inhalation
- Injury due to hand tools
- Snake bite
- Hand arm vibration syndrome due to prolonged use of vibratory equipment
- Airborne Fibres and Materials
- Electrocution
- Moving Machinery
- Back injuries from carrying heavy loads
- Dehydration
- Injury of blasting equipment is serious
- Attack and theft (secluded site)

Notwithstanding the abovementioned risks the contractor shall formulate a risk management plan which will include additional risks identified by the contractor.

### **Costs of OHS**

The cost for OHS shall be included in the Tendered rates.

## **6. Modification**

Any modifications or deviations from the specification shall be indicated on the form "Proposed Alterations to Specification." The Contractor shall make no changes or modifications to any part of the design, or the plan

offered under this Contract without the written approval of the Project Engineer. The DWS shall not accept any additional cost for any part of this Contract if this procedure has not been followed.

## **7. Measurement and payment**

### Basic Principles

Notwithstanding the breakdown as indicated in the Tender Pricing Schedule, all the work and requirements of any nature as specified in this Technical Specification shall be covered by the Contractor in the pricing as reflected in the Tender Pricing Schedule. No additional cost for any work or requirement in this Technical Specification shall be allowed. All items covered by this Technical Specification shall be measured as final units meeting the functional requirements of the relevant specifications.

*ALL PRICES IN THE TENDER PRICING SCHEDULE SHALL INCLUDE VALUE ADDED TAX.*

## **8. Bill Of Quantities**

Bill of quantities shall be submitted with bid documents. Please read instructions before completing or filling the table.

## **9. DRAWINGS**