



DEPARTMENT OF WATER AND SANITATION

DUE AT 11:00 ON

(CLOSING DATE: 25 NOVEMBER 2022)

DWS05-1022 WTE

THE DEVELOPMENT OF AN ONSITE QUARRY AND PRODUCTION OF AGGREGATES TO BE SUPPLIED FOR THE CLANWILLIAM DAM IN THE WESTERN CAPE

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

Date: 08 November 2022

Time: 10:00 am

Venue: Clanwilliam Dam Site

GPS Coordinates: 32°11'07.2"S 18°52'24.1"E

BIDDER: (Company Address or Stamp)

COMPILED BY: DEPARTMENT OF WATER AND SANITATION: CONSTRUCTION SOUTH

TENDER DOCUMENT

(Based on General Conditions of Contract for construction works. (3rd edition 2015) (GCC))



DEPARTMENT OF WATER AND SANITATION

DWS05-1022 WTE

THE DEVELOPMENT OF AN ONSITE QUARRY AND PRODUCTION OF AGGREGATES TO BE SUPPLIED FOR THE CLANWILLIAM DAM IN THE WESTERN CAPE

Tender document created date: 10 August 2022

Issued by:

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

Prepared by:

Clanwilliam Dam Construction
Raising of Clanwilliam dam Project
Construction South
Department of Water and Sanitation

Administrative Contact:

Email: bidenquirieswte@dws.gov.za

Technical Contact:

M. Rohrs
RohrsM@dws.gov.za



DEPARTMENT OF WATER AND SANITATION
DWS05-1022 WTE

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- T2.1 List of returnable documents
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THE CONTRACT

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- C1.3 Performance guarantee

Part C2: Pricing data

- C2.1 Pricing Instructions
- C2.2 Bill of Quantities

Part C3: Scope of work

- C3.1 Standard Specifications
- C3.2 Project Specifications
- C3.3 Particular Specifications
- C3.4 Variations and Additions to Specifications

Part C4: Site Information

- C4.1 Description of The Project
- C4.2 The Site Conditions
- C4.3 Facilities Provided by Employer to Contractor
- C4.4 Facilities Provided by Contractor for Works
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Tender

Part T1: Tendering procedures

T1.1

Invitation to tender

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T1.1 INVITATION TO TENDER

Documents may be downloaded from the Department of Water and Sanitation (DWS) website.
www.dws.gov.za

Queries relating to the issue of these documents may be addressed in writing to

- Admin Queries:
Email: bidenquirieswte@dws.gov.za
- Technical Queries
Email: M. Rohrs, RohrsM@dws.gov.za

A compulsory site clarification meeting with representatives of the Employer will take place at Clanwilliam Dam Site on 08 November 2022 starting at 10:00am

The closing time for receipt of tenders is 11:00 hrs on 25 November 2022. 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.

DEPARTMENT OF WATER AND SANITATION

DWS05-1022 WTE



THE DEVELOPMENT OF AN ONSITE QUARRY AND PRODUCTION OF AGGREGATES TO BE SUPPLIED FOR THE CLANWILLIAM DAM IN THE WESTERN CAPE

T1.2 TENDER DATA

TENDER AND CONTRACT STANDARDS CONDITIONS APPLICABLE TO THIS DOCUMENT

SANS 10845-1	Processes, methods, and procedures.
SANS 10845-2	Formatting and compilation of procurement documentation.
SANS 10845-3	Standard conditions of tender.
GCC	The General Conditions of Contract for Construction Works, 3rd Edition (2015), published by the South African Institution of Civil Engineering

INSTRUCTIONS TO BIDDERS

All recipients of these bid documents, whether they submit a Bid or not, shall treat the details of the documents as PRIVATE AND CONFIDENTIAL.

1. ISSUING OF DOCUMENTS

- (a) 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 in order 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.
- (b) 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.
- (c) 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.

2. COMPLETION OF BIDS

- (a) The completed tender as submitted will be deemed to be part of the contract document.
- (b) The bid must be signed on Part A Invitation to Bid form (SBD 1) with all blanks filled in Part A Invitation to Bid and Part B Terms and Conditions for Bidding. All forms and schedules as per as per section T2 shall be submitted. The Pricing Schedule in Section C2 of the bid document must be fully completed and priced out by the bidder. Failure to do so will deem your bid invalid.
- (c) The bid documents shall not be separated in any way, nor must any pages be detached from the original documents.
- (d) Each page of the completed document that will be submitted should be initialled by the Bidder at the bottom of the page.
- (e) Not make any alterations or additions to the bid documents, except to comply with instructions issued by the Department, or necessary to correct errors made by the Bidder. All signatories to the bid offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.
- (f) Submit alternative bid offers only if a main bid offer, strictly in accordance with all the requirements of the bid documents, is also submitted. The alternative bid offer is to be submitted with the main bid offer together with a schedule that compares the requirements of the bid documents with the alternative requirements the Bidder proposes.

3. SIGNATURE ON BIDS

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 notarial 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.

4. DEPARTMENT NOT LIABLE FOR BIDDER'S EXPENSES

The Department will not be held liable for any expenses incurred in preparing and submitting bids, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

5. REJECTION OF BID

Bids not complying with the requirements of the tender data, specifications and clauses of SANS 10845-3 as stated below will be regarded as incomplete and will not be considered.

6. RESULTS OF BIDS

Results of non-acceptance of bids will be sent to individual unsuccessful bidders. Particulars of accepted bids are published weekly in the Government Tender Bulletin.



T1.2.1 TENDER SPECIFIC DATA

The conditions of tender are those contained in the latest edition of SANS 10845-3, Construction Procurement – Part 3: Standard conditions of tender.

SANS 10845-3 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 10845-3.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies

Clause number	TENDER DATA
2	TERMS AND DEFINITIONS
2.1	Wherever reference is made in the documentation to Bill of Quantities it shall also mean Pricing Schedule or Schedule of Quantities.
2.7	Wherever reference is made in the documentation to contractor it shall also mean service provider.
2.18	Bidder or Tenderer is the person or organization that submits a tender offer
3	GENERAL REQUIREMENTS
3.1	The Employer is the Department of Water and Sanitation
3.2	<p>The tender documents issued by the employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Performance guarantee</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing assumptions</p> <p>C2.2 - Bill of quantities</p> <p>Part C3: Scope of work</p> <p>C3 - Scope of work</p> <p>Part C4: Site information</p> <p>C4 - Site information</p>
3.3	The completed tender as submitted will be deemed to be part of the contract document.
3.4	<p>The employer's agent is:</p> <p>Department of Water and Sanitation</p> <p>Construction Management</p> <p>Construction South –Raising of Clanwilliam Dam project</p> <p>Contracts Manager – Construction South</p>
3.4	The language for communications is English.
3.5	The Department may accept or decline any tender offer and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Department shall not accept or incur any liability to a tenderer for such cancellation and rejections. The Department does not bind itself to accept the lowest or any bid.

Clause number	TENDER DATA
3.6	The competitive selection, open procedure shall be applied.
4	TENDERER'S OBLIGATIONS
4.1	<p>Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:</p> <p>An Entity is not eligible to submit a bid if:</p> <ul style="list-style-type: none"> (a) the bidder does not comply with the legal requirements of the Department's Procurement. (b) the Entity submitting the bid is under restrictions or has principals who are under restriction to participate in the Department's procurement due to corrupt or fraudulent practices; (c) the Bidder does not have the legal capacity to enter into the contract; (d) the Entity submitting the bid is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing; (e) the Bidder cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; (f) the Bidder cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract; (g) the Bidder has failed to perform on any previous contract and has been given a written notice to this effect; (h) the Bidder 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; (i) the bid offer is not signed by a person authorized to sign on behalf of the Bidder; (j) more than one bid has been submitted by a Bidder. Each Bidder shall submit only one bid for the same project, either individually as a Bidder 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 Bidder who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.
4.7	<p>The arrangements for a compulsory site clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>The person/s attending site clarification meeting must sign the attendance register in the company's name they are representing.</p> <p>If needed, an addendum will be issued to those companies appearing on the attendance list.</p>
4.10	Tenderers are required to state the rates and currencies in South African Rand (ZAR).
4.12	No alternative tender offers will be considered.
4.13.1	Parts of each tender offer communicated shall be submitted as an original.
4.13.2	<p>An Entity is not eligible to submit a bid if the bid offer is not signed by a person authorized to sign on behalf of the Bidder. Each page of the completed document that will be submitted should be initialled by the Bidder at the bottom of the page.</p> <p>State clearly in Form D under T2.2 returnable documents and schedules the authorised signatories that are liable on the behalf of the tenderer, with proof from the employer or company.</p>

Clause number	TENDER DATA
4.13.5 4.15	<p>The ORIGINAL printed, completed tender document together with a cover letter and all supporting documents needs to be placed and sealed in an envelope. The enveloped needs to be clearly marked as follows:</p> <p>The employer's details and address for delivery of tender offers and identification details that are to be shown on envelope:</p> <p>1) <u>Tender Identical details:</u> Tender reference number: DWS05-1022 WTE</p> <p>TITLE OF TENDER: THE DEVELOPMENT OF AN ONSITE QUARRY AND PRODUCTION OF AGGREGATES TO BE SUPPLIED FOR THE CLANWILLIAM DAM IN THE WESTERN CAPE</p> <p>2) <u>The employer's details and address for delivery of tender offers and closing time are:</u> Location of tender box: THE BID BOX AT THE ENTRANCE Physical address: ZWAMADAKA BUILDING 157 FRANCIS BAARD STREET, PRETORIA, 0001 Closing date & time: 25 November 2022 at 11:00 hrs.</p> <p>3) <u>Name of the Bidder (shall be clearly shown)</u></p>
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers shall NOT be accepted.
4.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
4.16.1	The tender offer validity period is 120 days.
4.18	Provide, on request by the employer, any other material that has bearing on the tender offer within 5 working days of request.
4.19	The employer reserve the right to arrange access for the following inspections, tests, and analysis at bidder's facilities.
4.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Guarantee to the format included in Part C1.3 of this procurement document. (See also GCC 2015:Clause 6.2 - Security)
5	EMPLOYER'S UNDERTAKINGS
5.1	The Employer will respond to requests for clarification received up to seven (7) working days before the tender closing time.
5.2	The employer shall issue addenda until four (4) working days before tender closing time.
5.3	Tenders will be opened immediately after the closing time for tenders at 11:00am

Clause number	TENDER DATA																																				
5.4	<p>Bids will be evaluated in accordance with the new Preferential Procurement Regulations, 2017, using 90/10 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000). The lowest acceptable bid will score 90 points for price and a maximum of 10 points will be awarded for attaining the Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution. 100 points will be allocated for functionality (quality).</p> <p>Bids received will be evaluated on the five (5) phases namely:</p> <ul style="list-style-type: none">(1) Mandatory Requirements,(2) Pre-Qualification,(3) Functionality (5.4.3)(4) Administrative Compliance,(5) Price & Preference (5.4.5)																																				
5.4.1	<p><u>Phase 1: MANDATORY REQUIREMENTS:</u></p> <p>Failure to submit any of the documents listed below may render your bid non-responsive and the bid will be disqualified.</p> <ul style="list-style-type: none">• Certificate of attendance at the compulsory site briefing session• One Certificate of completed similar project over and above R 90 million within the past 5 years. Completion Certificate – (<i>The completion certificate must meet the minimum requirements</i>)• Have a turnover not less than R450 million in the last 5 years (See Annexure B)																																				
5.4.2	<p><u>Phase 2 : PRE-QUALIFICATION – COMPULSORY SUB CONTRACTING:</u></p> <p>Failure to submit any of the documents listed below may render your bid non-responsive and may be disqualified</p> <p><u>SUB-CONTRACTING:</u></p> <p>Failure to meet the below indicated prequalification criteria in terms of the PPR, 2017, Regulation 9, will automatically disqualify your bid.</p> <ul style="list-style-type: none">• Bidders must submit a list and contact information of subcontractors to be subcontracted (as and when required) in order to meet the 30% minimum subcontracting requirement. The subcontractors shall be EMEs or QSEs that are 51% Black owned by the following enterprises: <table><tr><td></td><td></td><td colspan="2">Tick which type of enterprise is subcontracted</td></tr><tr><td></td><td>Enterprises</td><td>QSE</td><td>EME</td></tr><tr><td>1.</td><td>Black people</td><td></td><td></td></tr><tr><td>2.</td><td>Black people who are youth</td><td></td><td></td></tr><tr><td>3.</td><td>Black people who are women</td><td></td><td></td></tr><tr><td>4.</td><td>Black people with disabilities</td><td></td><td></td></tr><tr><td>5.</td><td>Black people living in rural or underdeveloped areas or townships</td><td></td><td></td></tr><tr><td>6.</td><td>Cooperatives which are 51% owned by Black people</td><td></td><td></td></tr><tr><td>7.</td><td>Black people who are military veterans</td><td></td><td></td></tr></table>			Tick which type of enterprise is subcontracted			Enterprises	QSE	EME	1.	Black people			2.	Black people who are youth			3.	Black people who are women			4.	Black people with disabilities			5.	Black people living in rural or underdeveloped areas or townships			6.	Cooperatives which are 51% owned by Black people			7.	Black people who are military veterans		
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	<p>Bidders shall submit subcontracting agreements between the Employer and the subcontractor with this bid. Failure to submit subcontracting agreements shall render your bid non-responsive.</p> <p>Verification documentation to be submitted to confirm 30% sub-contracting compliance requirements (failure to submit the supporting documents, the Bidder will be disqualified):</p> <ul style="list-style-type: none">• B-BBEE status level verification certificate, or valid sworn affidavit of sub-contractor if applicable• The Sub-contractor's proof of Central Supplier Database registration (CSD).• Tax compliant with SARS (to be verified through CSD and SARS). Attach a copy of Tax compliance status PIN page.• Pro-forma sub-contracting agreement signed by both parties																																									
5.4.3	<p><u>Phase 3: Functionality (Quality) Score (continue):</u></p> <p>Functionality is the terminology used to define the technical ability of the Tenderer, based on experience, to deliver the required product in accordance with the specialised quality, reliability and functionality.</p> <p>Points allocated for functionality shall be evaluated in accordance with the criteria as listed below table. An overall minimum threshold of 70 (M_s) points out of total 100 (M_s) must be achieved for the tender to be eligible. Tenderers who also fail to achieve the minimum score per criteria will be disqualified and not be eligible for further evaluations (Annexure J).</p> <p>See T2 returnable Annexure J for applicable documents with detail on point allocation for the sub-criteria's.</p> <table><tr><th colspan="2">Functionality Criteria</th><th>Maximum number of points</th></tr><tr><td>1</td><td><i>Schedule of Plant and Equipment</i></td><td>10</td></tr><tr><td>2</td><td><i>Past Experience</i></td><td>10</td></tr><tr><td>3</td><td><i>Method Statement</i></td><td>40</td></tr><tr><td>4</td><td><i>Quality Management System</i></td><td>10</td></tr><tr><td>5</td><td><i>Health and Safety Plan</i></td><td>5</td></tr><tr><td>6</td><td><i>Environmental Plan</i></td><td>5</td></tr><tr><td>7</td><td><i>Ability and Capability</i></td><td>20</td></tr><tr><td colspan="2">Maximum possible score for quality (M_s)</td><td>100</td></tr></table> <p>The evaluators are to score the functionality criteria's and sub-criteria's as per the below table (unless otherwise stated). The score allocated needs to be applied as a percentage of total maximum allowed points for the evaluated specific criteria.'</p> <p style="text-align: center;">Table 5.11.9 – Functionality Criteria Score</p> <table><tr><th>Score</th><th>Prompt for judgement</th></tr><tr><td>0</td><td>Failed to address the question / issue</td></tr><tr><td>20</td><td>A detrimental response / answer / solution – limited or poor evidence of skill / experience sought or high risk that relevant skills will not be available</td></tr><tr><td>40</td><td>Less than acceptable – response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.</td></tr><tr><td>60</td><td>Acceptable response / answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought</td></tr><tr><td>80</td><td>Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.</td></tr><tr><td>100</td><td>Excellent – response / answer / solution gives real confidence that the tenderer will add real value.</td></tr></table> <p>The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality.</p> <p>This score of the criteria and sub criteria for quality will be used to determine the tender evaluation points awarded for quality in the formula as per Table 5.11.9</p>	Functionality Criteria		Maximum number of points	1	<i>Schedule of Plant and Equipment</i>	10	2	<i>Past Experience</i>	10	3	<i>Method Statement</i>	40	4	<i>Quality Management System</i>	10	5	<i>Health and Safety Plan</i>	5	6	<i>Environmental Plan</i>	5	7	<i>Ability and Capability</i>	20	Maximum possible score for quality (M_s)		100	Score	Prompt for judgement	0	Failed to address the question / issue	20	A detrimental response / answer / solution – limited or poor evidence of skill / experience sought or high risk that relevant skills will not be available	40	Less than acceptable – response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.	60	Acceptable response / answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought	80	Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.	100	Excellent – response / answer / solution gives real confidence that the tenderer will add real value.
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Clause number	TENDER DATA			
5.4.4	<u>Phase 4: ADMINISTRATIVE COMPLIANCE</u>			
	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. This must be included for all consortium /Joint venture partners		
	2	Tax compliant with SARS. Attach a copy of Tax Clearance certificate and PIN. (To be confirmed through SARS) This must be included for all consortium /Joint venture partners		
	3	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach copy of CIPC / CIPRO certificate. This must be included for all consortium /Joint venture partners		
	4	Valid copy of B-BBEE Status Level Verification Certificate (failure to submit, the Bidder will forfeit the preferential points to be claimed) This must be included for all consortium /Joint venture partners		
	5	A valid letter of Good Standing with the Compensation Commissioner from COIDA 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 This must be included for all consortium /Joint venture partners		
	6	Initial and sign all required documents as per Tender data (T2)		
	7	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. Refer to returnable schedule documents Form D under T2.2		
8	Complete, sign, submit SBD1, SBD3.2, SBD4, SBD6.1			

Clause number	TENDER DATA																				
5.4.5	<p><u>Phase 5 : Price and Preference Score:</u></p> <p>Preferential Procurement Regulations, 2017, Act no. 5 of 2000 will be used to evaluate this proposal as per the applicable threshold value.</p> <p>Bid proposals will be evaluated based on the 90/10 preference points system in accordance with the PPPFA Act (Act no. 5 of 2000). Where a maximum of 90 points will be awarded in respect of price and a maximum of 10 points will be awarded for B-BBEE status level.</p> <p>N_p shall be calculated as described:</p> <p>Points are based on a tenderer's scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (B-BBEE, Act53 of 2003) and the regulations (2017) to the Preferential Procurement policy framework Act (PPPFA, Act 5 of 2000).</p> <p>Point awarded will be according to a tenderer's B-BBEE status level of contributor and summarized in the table below:</p> <table border="1" data-bbox="247 622 815 943"> <thead> <tr> <th>B-BBEE Status Level Contributor</th><th>Number of Points (N_p) (90/10 System)</th></tr> </thead> <tbody> <tr><td>1</td><td>10</td></tr> <tr><td>2</td><td>9</td></tr> <tr><td>3</td><td>8</td></tr> <tr><td>4</td><td>5</td></tr> <tr><td>5</td><td>4</td></tr> <tr><td>6</td><td>3</td></tr> <tr><td>7</td><td>2</td></tr> <tr><td>8</td><td>1</td></tr> <tr><td>Non -Compliant</td><td>0</td></tr> </tbody> </table> <p>Eligibility for preference point is subject to the following conditions:</p> <ol style="list-style-type: none"> A bidders B-BBEE Status level shall be an original or certified copy of B-BBEE status level verification certificate 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; and B-BBEE Status level shall be submitted as a certificate attached to returnable schedule (Annexure A) in T2; and The certificate shall: <ol style="list-style-type: none"> A valid certified copy of the original B-BBEE Status Level Verification Certificate; and Have been issued by a verification agency accredited by the South Africa National Accreditation System (SANAS); or Be in the form of a sworn affidavit, signed by the company representative and attested by a Commissioner of oath, confirming its annual total revenue and level of Black ownership in case of an Exempted Micro Enterprise (EME) or Qualifying Small Enterprise (QSE); and Be valid at the tender closing date; and Have a date of issue less than 12 (twelve) months prior to the tender closing data (see Tender Data 4.15); and; Compliance with any other information requested to be attached to Returnable Schedule, T2, Annexure A; and Failure to submit a valid verification certificate(s) and/or all the information in compliance with, Returnable Schedule (T2) Annexure A, will result in 0 (zero) preference points awarded, unless the intended subcontractor is an EME that has the capability to execute the subcontract. <p>In bids where there is Consortia/Joint Ventures, a consolidated valid B-BBEE certificate must be submitted.</p>	B-BBEE Status Level Contributor	Number of Points (N_p) (90/10 System)	1	10	2	9	3	8	4	5	5	4	6	3	7	2	8	1	Non -Compliant	0
B-BBEE Status Level Contributor	Number of Points (N_p) (90/10 System)																				
1	10																				
2	9																				
3	8																				
4	5																				
5	4																				
6	3																				
7	2																				
8	1																				
Non -Compliant	0																				
5.6	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity the tenderer is in good standing with SARS according to the Central Supplier Database; 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 																				

Clause number	TENDER DATA
	<ul style="list-style-type: none"> d) 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 as a person prohibited from doing business with the public sector; e) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; f) 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; g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
5.7	The number of paper copies of the signed contract to be provided by the employer to the successful bidder is One (1).



DEPARTMENT OF WATER AND SANITATION

DWS05-1022 WTE

THE DEVELOPMENT OF AN ONSITE QUARRY AND PRODUCTION OF AGGREGATES TO BE SUPPLIED FOR THE CLANWILLIAM DAM IN THE WESTERN CAPE

T2: RETURNABLE DOCUMENTS

CONTENTS

T2.1: RETURNABLE DOCUMENTS

T2.2: LIST OF RETURNABLE DOCUMENTS AND SCHEDULES



T2.1 RETURNABLE DOCUMENTS AND SCHEDULES

THE TENDER DOCUMENT MUST BE SUBMITTED AS A WHOLE i.e. All volumes (including the fully priced and extended Provisional Bills of Quantities) as is bound together in one single document herein. All forms must be properly completed in black ink as required, and the document shall not be taken apart or altered in any way whatsoever.

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



T2.2 LIST OF RETURNABLE DOCUMENTS AND SCHEDULES

The tendered must complete the following returnable document:

RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES THAT WILL BE INCORPORATED INTO THE CONTRACT		
Doc. Ref. Nr.	Document/ Schedule	Completed (Tick)
SBD 1	SBD 1: Invitation to Bid	
SBD 3.2	SBD 3.2: Bill of Quantities – Non Firm Price (Priced and extended Provisional Bill of Quantities - Part C2.2)	
SBD 4	SBD 4: Declaration of Interest	
SBD 6.1	SBD 6.1: Preference Points Claim Form: General Conditions and Definitions	
FORM A	Certificate of Attendance at Compulsory Site Briefing session	
FORM B	Record of Addenda to Tender Documents	
FORM C	Compulsory Declaration	
FORM D	Certificate Authority of Signatory	
FORM E	Qualifications (if applicable)	
FORM F	Annual Financial Statements Declaration	
FORM G	Pro Forma Form of Offer and Acceptance (Part C1.1)	
FORM H	Contract Data (Part C1.2)	
FORM I	Pro Forma Performance Guarantee (Part C1.3)	
FORM J	Contractor's health and safety declaration	
FORM K	Agreement in terms of section 37(2) of the occupational health and safety act, no.85 of 1993 (Form of Occupational Health and Safety Act 1993)	
FORM L	Verification Documentation	
ANNEXURE A	Preferencing Schedule for Broad Based Black Economic Empowerment Status, together with original or certified copy of B-BBEE certificate	
ANNEXURE B	Portfolio Of Evidence for Final Payment Certificate	
ANNEXURE C	An original or certified copies valid Tax Clearance Certificate or SARS Pin issued by the South African Revenue Services.	
ANNEXURE D	Central Supplier Database (CSD) proof of registration containing MAAA number.	
ANNEXURE E	Originally certified copies of bidder's CIPC company registration documents listing all members with percentages	
ANNEXURE F	Excavation Of The Existing Clanwilliam Dam Rock Quarry	
ANNEXURE G	Letter of good standing from COIDA (Compensation for Occupational Injuries & Diseases Act)	

Tender

Part T2: Returnable documents

T2 2

Returnable documents & Schedules (index)

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RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES THAT WILL BE INCORPORATED INTO THE CONTRACT		
Doc. Ref. Nr.	Document/ Schedule	Completed (Tick)
ANNEXURE H	Tenderer's specific experience related to this project (similar work undertaken and completed by bidder)	
ANNEXURE H-1	Schedule of similar work undertaken	
ANNEXURE I	Local Socio Economic Development and Participation	
ANNEXURE J	Ability and Capability	
ANNEXURE J-1	Schedule of Qualifications / Experience of key project team members. Schedule: Experience of key staff with CV's (inclusive certified certificates of qualifications) of applicable work for key personnel.	
ANNEXURE K	Schedule of Proposed sub-contractor together with a pro-forma sub-contracting agreement signed by both parties	
ANNEXURE L	Schedule of Plant and Equipment	

NOTE: Failure to provide all these listed documents may result in the tender not being evaluated



PART A

INVITATION TO BID

SBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DWS05-1022 WTE	CLOSING DATE:	25 NOVEMBER 2022	CLOSING TIME:	11:00 am
DESCRIPTION	THE DEVELOPMENT OF AN ONSITE QUARRY AND PRODUCTION OF AGGREGATES TO BE SUPPLIED FOR THE CLANWILLIAM DAM IN THE WESTERN CAPE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
THE BID BOX AT THE ENTRANCE OF ZWAMADAKA					
157 FRANCIS BAARD STREET, PRETORIA 0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Bid office		CONTACT PERSON	M. Röhrs	
TELEPHONE NUMBER	012 336 6562/7780/8151		TELEPHONE NUMBER	064 761 0991	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Bid enquiriesWTE@dws.gov.za		E-MAIL ADDRESS	RohrsM@dws.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <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
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1. 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]		2. 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]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

Tender

Part T2: Returnable documents

T2.2

SBD 3.2

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- IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B TERMS AND CONDITIONS FOR BIDDING

<p>1. BID SUBMISSION:</p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
<p>2. TAX COMPLIANCE REQUIREMENTS</p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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."</p>

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:

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SBD 3.2



SBD 3.2

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

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

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



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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



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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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



- 3.6 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.
- 3.7 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



PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable: or

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals.



- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts.
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person.
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice.
 - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{\min} = Price of lowest acceptable bid



4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:



Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

Tender

Part T2: Returnable documents

T2.2

SBD 6.1

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SBD 6.1



8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:



NOTICE OF SITE BRIEFING SESSION

- 1.1 Bidders will be invited to quote to provide a service at Clanwilliam Dam in the Western Cape. Bidders are therefore invited to the compulsory site briefing session that will be held at Clanwilliam Dam Construction Site. (Personal Protective Equipment (PPE) such as safety boots will be required before entering the site to examine some of the items.)
- 1.2 Bidders are advised to acquaint themselves with the local conditions.
- 1.3 Claims that may arise at a later stage due to lack of information in this regard WILL NOT BE CONSIDERED.

2. COMPULSORY SITE BRIEFING DATE

The date and time of the site visit will be published in the Government Gazette along with the advertisement for this bid.

The site briefing sessions will be held at following venue: Clanwilliam Dam Construction Site

NOTE: PLEASE NOTE THAT NO CLAIMS FOR ATTENDING THE COMPULSORY SITE BRIEFING / SESSION SHALL BE CONSIDERED. ALL COSTS PERTAINING TO ATTENDING THIS SESSION SHALL BE BOURNE BY THE CONTRACTOR(S).

3. SITE DESCRIPTION

The dam site is situated on the Olifants River, in the Western Cape, approximately 2 km South-West of Clanwilliam town in the Western Cape province.

The site is immediately next to the N7 and accessed through a controlled gate. The gravel site roads will be regularly maintained but could get challenging under abnormal rainfall conditions.

There compulsory site inspection sessions shall be held as follows:

Note: this contact number is for directions only. All other queries will be dealt via emails.

OPERATIONAL AREA	VENUE FOR COMPULSORY SITE MEETING	GPS COORDINATES		CONTACT PERSON	CONTACT NUMBERS
		SOUTH	EAST		
Cederberg	Clanwilliam Dam, Construction South, Board room	32°11'07.2"S	18°52'24.1"E	M Röhrs	064 761 0991

FORM A



FORM A CERTIFICATE OF ATTENDANCE AT SITE BRIEFING

This is to certify that (*tenderer*) I,

was represented by the person of (Bidder)

of (*address*)

Telephone number

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

on (*date*) starting at (*time*)

I acknowledge that the purpose of the meeting was to acquaint myself with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me to take account of everything necessary when compiling our rates and prices included in the tender.

Having previously studied the documents, I carefully examined the site and equipment. I have made myself familiar with all the equipment likely to influence the work and the cost thereof.

I further certify that I am satisfied with the description of the work and the explanations given by the Department of Water and Sanitation (DWS) Representative and I understand perfectly the work to be done, as specified and implied, in the execution of this Contract.

Particulars of person attending the meeting: (Signed on behalf of Bidder) 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:

FORM B



FORM 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.		
14.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer



FORM C 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	
VAT registration number:	<i>State Not Registered if not registered for VAT</i>

Section 4: CIDB registration number

CIDB Registration number (if applicable)	
---	--

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

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

Attach separate page if necessary

FORM C



Section 7: Record in the service of the state

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

- | | |
|--|--|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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

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

*insert separate page if necessary

Section 8: 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 the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <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 9: Record of termination of previous contracts with an organ of state

FORM C



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

☐ Yes ☐ No (Tick appropriate box)

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

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- 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)
- 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.

Signed

Name

.....

Date

Position

.....

Enterprise name

.....

.....

.....

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.

Tender

Part T2: Returnable documents

T2.2

Compulsory Declaration

Page | 35

FORM C



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

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

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

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

Signed

Date

Name

Position

Tenderer

FORM D



FORM D CERTIFICATE 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

FORM D



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.

FORM D



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		

FORM D



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

FORM D



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.

FORM E



FORM E QUALIFICATIONS

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

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material qualifications.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer



FORM F ANNUAL FINANCIAL STATEMENTS DECLARATION

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

- 1) The enterprise's financial year end is
- 2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable
- 3) The enterprise has compiled its financial accounts [tick one box]:

☐ internally
☐ independently
- 4) The following statement applies to the enterprise [tick one box and provide relevant information]

☐ enterprise has had its financial statements audited;

name of auditor

☐ enterprise is required by law to have an independent review of its financial statements

name of independent reviewer

☐ enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements
- 5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 12 months of the financial year end.

[Attach the income statement and the balance sheet contained in the financial statement]
- 6) The annual turnover for the last financial year is R
- 7) The total assets as at the end of the last financial year is R
- 8) The total liabilities as at the end of the financial year is R

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

Signed

Date

Name

Position

Tenderer



FORM G PRO FORMA FORM OF OFFER AND ACCEPTANCE

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

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



FORM H CONTRACT DATA

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

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



FORM I PRO FORMA PERFORMANCE GUARANTEE

Contract data is in section – Contract C1, under C1.3

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



FORM J CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the 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 2003.

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 2003.
2. I hereby declare that my company / enterprise 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 hereby undertake, if my tender is accepted, to provide a sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, approved by the Employer or his representative, before I will be allowed to commence with construction work under the contract. I hereby agree that my company/enterprise will not have a claim for compensation for delay or extension of time because of my failure to obtain the necessary approval for the said safety plan.
4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my 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 2003, including the cost for specific items that may be scheduled in the bill of quantities.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 30 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 3 of the OHSA 1993 Construction Regulations 2003 before I will be allowed to proceed with any work under the contract.

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



FORM K HEALTH AND SAFETY ACT AGREEMENT

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

The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety, Act No. 85 of 1993, hereinafter referred to as 'the Act', that the Contractor as an employer in its own right and in its capacity as contractor for the execution of the works, shall have certain obligations and that the following arrangements shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:-

- i) The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act, and
- ii) The Contractor undertake that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with, and
- iii) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations and expressly absolves the Employer and the Employer's consulting engineers from being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
- iv) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

SIGNED at On this day of 20.....

For and on behalf of the Contractor: Name: _____

Company Name: _____

AS WITNESSES:

1. _____

2. _____

for and on behalf of the Employer:

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.

**FORM L VERIFICATION DOCUMENTATION****VERIFICATION DOCUMENTATION**

The Tenderer shall attach the following documentation in support of the pre-qualification specification of this bid:

A valid B-BBEE Status Level Verification Certificate issued by accredited Verification Agency/s by SANAS or 11.2.3.2 Registered Auditor approved by Independent Regulatory Board of Auditor (IRBA), together with their bid to substantiate their B-BBEE rating claims.

A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification certificate to substantiate their B-BBEE rating claims.

An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership to substantiate their EME rating claims.

An EME that is regarded as a Specialized Enterprise is required to submit a sworn affidavit confirming their annual turnover/allocated budget/ gross receipt of R10 million or less and level of percentage of black beneficiaries to substantiate their EME rating claims.

A QSE is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership or a B-BBEE level verification certificate to substantiate their QSE rating claims.

NOTE: It is a requirement of this contract that the verification documentation of the names of proposed subcontractors for the work must be provided with the Tender.

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

DATE:



ANNEXURE A B – BBEE STATUS VERIFICATION CERTIFICATE

Preferencing schedule: Broad Based Black Economic Empowerment Status

Preamble

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

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

1 Conditions associated with the granting of preferences

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

2 Sufficient evidence of qualification

2.1 Exempted micro enterprises

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

- a 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.
- a sworn affidavit - B-BBEE Exempted Micro Enterprise (see www.thedti.gov.za/gazettes/Affidavit_EME.pdf)

2.2 Enterprises other than micro exempted enterprises

Sufficient evidence of B-BBEE Status is:

- A valid 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.
- a sworn affidavit – B-BBEE Qualifying Small Enterprise (see www.thedti.gov.za/gazettes/BBEE_QUALIFYING_SMALL_ENTERPRISE.pdf)

3 Tender preferences claimed

The scoring shall be as follows:

B-BBEE status determined in accordance with the preferencing schedule for Broad-Based Black Economic Empowerment	max points for preference
Form not completed or no-complaint contributor	0
Level 8 contributor	1
Level 7 contributor	2
Level 6 contributor	3
Level 5 contributor	4
Level 4 contributor	5
Level 3 contributor	8
Level 2 or contributor	9
Level 1 contributor	10

ANNEXURE A



4 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

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.

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 a valid 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 Certificated. My failure to submit the certificate with my / our tender document may result in the award of 0 (zero) points for preference will be awarded and or maybe not eligible to tender.

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

DATE:



ANNEXURE B

ANNEXURE B - PORTFOLIO OF EVIDENCE OF PREVIOUS FINAL PAYMENT CERTIFICATE

The bidder must provide contactable proof that they have completed more than R450million worth of work in the last five years.

The bidder must supply evidence that sufficient working capital is available to commence with this project (letter of verification from the tenderer's bank that working capital to the value of the least 5% of the offer value)

Project Name	Start Date	Finish Date	Client	Value
Total				

Attached hereto this page is my / our Portfolio of evidence for the final payment certificates, have a turnover not less than R450 million in the last 5 years.

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

DATE:

ANNEXURE C



ANNEXURE C TAX COMPLIANCE STATUS PIN ISSUED PAGE

CONTRACTOR'S TAX COMPLIANCE STATUS PIN ISSUED PAGE

Attached to this page: copy of a valid Tax Compliance Status Pin issued page by the South African Revenue Services.

Attached hereto this page is my / our Tax Compliance Status Pin issued by SARS. My failure to submit the requested Tax document with my / our tender document may lead to the conclusion that I / we may not be awarded the tender.

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

DATE:



ANNEXURE D CENTRAL SUPPLIER DATABASE

CONTRACTOR'S CENTRAL SUPPLIER DATABASE (CSD) PROOF OF REGISTRATION

Attached to this page: Central Supplier Database (CSD) proof of registration containing MAAA number.

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:

ANNEXURE E



ANNEXURE E COMPANY INTELLECTUAL PROPERTY COMMISSION CERTIFICATE

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

Attached to this page: A copy of bidder's CIPC / CIPRO company registration documents listing all members with percentages.

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

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

DATE:



ANNEXURE F - EXCAVATION OF THE EXISTING CLANWILLIAM DAM ROCK QUARRY



mineral resources

Department:
Mineral Resources
REPUBLIC OF SOUTH AFRICA

DMR 10

Private Bag X 09, Roggebaai, 8012, Tel: 021 427 1000, Fax: 021 427 1046
Atterbury House, 09 Riebeeck Street, Cape Town, 8001

Enquiries: DS Kunene **Ref:** Upgrade of Clanwilliam Dam, Western Cape Region
E-Mail Address: Duduzile.Kunene@dmr.gov.za

REGISTERED LETTER

Department of Water and Sanitation
Private Bag X 313
PRETORIA
0001

Attention: Mr Kelvin Legge

RE: EXCAVATION OF THE EXISTING CLANWILLIAM DAM ROCK QUARRY TO UPGRADE CLANWILLIAM DAM IN THE WESTERN CAPE PROVINCE

Reference is made to the meetings held in our Regional Office on 22 April 2016 and 13 July 2016 and a site inspection conducted on 2 August 2016 with Ms Karin van Aardt respectively.

1. This office does not object to the extension of the existing quarry based on the following:
 - a. The upgrade of the dam will provide the possibility of water to the farmers in the area.
 - b. The development entails the upgrade of the existing quarry which occurs on the dam basin.
 - c. Amongst other mitigation measures the following mitigation measures must be fully complied with:
 - i. Progressive mining must take place to allow for concurrent vegetation;
 - ii. Soil erosion measures must be put in place until such time the vegetation is established;
 - iii. All runnels and erosion channels must be backfilled and stabilised.
 - iv. Trees and shrubs must be planted around the borrow pit area to aid in screening of the borrow pit area;
 - v. Ensure that adequate fencing or demarcation is in place until such time the desired rehabilitated state is reached. In this case fences can be removed once the appropriate sloping and re-vegetation has been completed.
 - vi. The eradication and prevention of the establishment of alien plants and invasive species through the application of reasonable measures to control and eradicate any alien invasive species.
 - vii. The site clean-up must be done regularly during mining. All domestic waste must be placed in litter bins and such waste must be disposed off at a registered landfill site.

1

ANNEXURE F



- viii. At least 300mm of topsoil (including rocky material) must be stored for later used during rehabilitation.
- ix. All hazardous substances (such as fuel and contaminated soils) must be stored in secure, safe and weatherproof facilities, underlain by a bunded
- x. The borrow pit side walls slope should have an overall batter of 1V:1H with 2m wide benches every 5m of vertical height with subvertical faces; and
- xi. The final surface level must be shaped to facilitate free draining areas and to prevent ponding of surface runoff.
- xii. An Environmental Control Officer who is either a botanist or a rehabilitation specialist must be appointed to foresee all the activities on site.
- xiii. The extracted material must only be used for the upgrade of the dam.
- xiv. After the site has been rehabilitated, a report must be submitted to this office for approval by the Regional Manager.

2. *Please note that In terms of section 28(1) of NEMA, 107 of 1998 (Act 107 of 98), as amended "every person who causes, has caused or may cause significant pollution or degradation of the environment must take reasonable measures to prevent such pollution or degradation from occurring, continuing or recurring, or, in so far as such harm to the environment is authorised by law or cannot reasonably be avoided or stopped, to minimise and rectify such pollution or degradation of the environment".*

If you have any further queries, you may contact the case officer at the above-mentioned contact details

Kind Regards,

.....

**REGIONAL MANAGER: MINERAL REGULATION
WESTERN CAPE REGION**

Date: 2016/08/26

ANNEXURE G



ANNEXURE G LETTER OF GOOD STANDING FROM COIDA

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

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:



ANNEXURE H COMPANY EXPERIENCE

COMPANY EXPERIENCE

Attached to this page:

1. Schedule of similar work undertaken → Tenderer's specific experience related to this project (similar work undertaken and completed by bidder). (To be complete on next page)
2. Completion Certificates of previous projects completed.
3. Contactable contract client reference letters.
4. Proof of value of work undertaken.
5. Current Commitments
6. Short description of the work carried out.

Attached hereto this page is my / our documents as listed above.

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

DATE:

ANNEXURE H



ANNEXURE H-1 SCHEDULE OF SIMILAR WORK UNDERTAKEN

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

DESCRIPTION AND LOCALITY OF WORK (NATURE OF WORK)	NAME TELEPHONE NUMBER AND EMAIL ADDRESS OF FIRM OF ENGINEERS, MUNICIPALITY, OR GOVERNMENT DEPARTMENT WHO ADMINISTERED THE WORK	VALUE OF WORK IN RAND (Inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

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

NAME OF BIDDER: _____

COMPANY NAME: _____

SIGNATURE OF BIDDER: _____

DATE: _____

IMPORTANT NOTE:

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



ANNEXURE I LOCAL SOCIO ECONOMIC DEVELOPMENT AND PARTICIPATION

Local Socio Economic Development And Participation Targets are as follows (as per CWD68):

Employment Targets

Employment targets for local labour from designated groups (Table CWD68 4.1)

Designated Groups	Skilled or permanent staff target (%)	Local labour minimum target (%)
Black people	75	90
Women	10	15
Youth	5	20
People with disabilities	2	1

Preferential procurement

The value of goods and services preferentially procured shall not be less than 30% of the accepted Tender Amount less provisional sums.

Preferential procurement targets (Table CWD 68 5.1)

Criteria	Target (%)
EME or Qualifying Small Enterprise (QSEs) owned by black people	25
EME or QSE owned by black people who are from the ages of 18-35	5
EME or QSE owned by people with disabilities	0.1
Co-operatives or enterprises conducting business in the municipal area or province where the goods or services are required including townships and rural areas	5
EME or QSE owned by female	15
EME or QSE owned by female Local Enterprise (BWOLE)	10

Enterprise Development

The total expenditure on Enterprise Development Beneficiaries (EDB's) shall be not less than 2% of the accepted Contract Amount excluding VAT, contingencies and escalations.

Training and Skills Development

The Contractor is required to invest a minimum of 0,5% of the accepted Tender Amount on accredited SETA site training and development programmes.

ANNEXURE I



I agree to adhere to this schedule.

Signed

Date

Name

Position

Tenderer



ANNEXURE J ABILITY & CAPABILITY

ABILITY & CAPABILITY

The tenderer shall attach his proposed Management and key personal structure AND human resource plan for the execution of the works as follows but not limited to:

Attached to this page:

1. **Schedule of Plant and Equipment:** A fully completed and signed schedule list of major items of relevant equipment that the bidder own or will lease and have for this contract must be provided.
2. **Past Experience:** Tenderer's specific experience related to this project (similar work undertaken and completed by bidder). (To be complete on next page) *(for the last 15 years)*
3. **Method Statement for Quarry** It is a requirement that the Contractor will submit a preliminary Method Statement for the section of work to be undertaken:
 - Drilling and blasting of the material;
 - Crushing of materials;
 - The acquirement, processing, stockpiling and transport of fine aggregate.
 - Highlight all the risks and the treatments of the risks that may be encountered during the supply of the required material.
 - Method Statement Max 10 pages; Annexures max 10 pages
4. **Provide a Project Quality plan with Pro forma sheets for:**
 - Notice to blast
 - Quality test plan for each product indicating the frequency and type of tests to be done.
 - The report sheets of the tests to be done
5. **Health and Safety Plan** Provide Pro Forma Health and Safety Management System in terms of Mine Health and Safety Act and regulations (Act 29 of 1996) for all the work to be carried out with specific reference to:
 - Organogram & legal appointments
 - Baseline Risk assessment and;
 - File structure of documentation

The following documentation shall be submitted together with tender:

- Blaster/s appointment & including CV of Blaster/s with relevant qualifications and registrations
- Registration of Blasting Company
- Explosives: Certificates of Registration from SAPS
- Permit to transport explosives
- Explosives manager appointment & including CV with relevant qualifications and registrations

ANNEXURE J



- 6. Environmental Plan** Provide Environmental Management System for all the work to be carried out with specific reference to:
- Organogram & legal appointments
 - Baseline Risk assessment and;
 - File structure of documentation
- 7. Ability and Capability:** Proof of qualifications, and accreditation / affiliations of applicable experience key personnel / staff. (As listed in "Schedule of qualifications / experience of key project team members") **(for the last 15 years)**

NO.	CRITERIA	DELIVERABLES	WEIGHTING/ JUDGEMENT PER CRITERIA	MAXIMUM POINTS
1.	Schedule of Plant and Equipment	<p>1. A fully completed and signed schedule list of major items of relevant equipment that the bidder own or will lease and have for this contract must be provided. The following must be presented on the schedule to be provided:</p> <ul style="list-style-type: none"> • Item description -2 Points • Type and size -2 Points • Capacity -2 Points • Quantity -2 Points • Year of manufacture -2 Points • <p>2. Provide the locations where the Plants may be inspected related to contactable references</p>	<p>Max 10 Points Min 5 Points</p>	Total for criteria 10
2.	Past Experience (for the last 15 years)	<p>1. Contactable reference (description of the project, period of the contract, contract amount and project manager for reference) Provide a minimum of 3 contactable references of clients Bidders must submit signed reference letter(s) from previous clients/employer. Note that only completed projects will be accepted for evaluation. PLEASE ATTACH COMPLETION CERTIFICATES - 2 Points</p> <p>2. Relevant work experience in supplying aggregates to large projects</p> <ul style="list-style-type: none"> • Drilling and blasting of the material - 1 Points • Crushing of materials - 1 Points • The acquirement, processing, stockpiling and transport of fine aggregate. - 1 Points 	<p>Max 5 Points Min 1 Points</p>	Total for criteria 10
		Reference letter(s) must indicate any of the above listed projects completed by the bidder. Points allocation will be as follow:	Max 5 Points Min 1 Points	
		7 Completed projects	5 Points	
		5 Completed projects	3 Points	
		3 Completed projects	1 Points	

ANNEXURE J



NO.	CRITERIA	DELIVERABLES	WEIGHTING/ JUDGEMENT PER CRITERIA	MAXIMUM POINTS
3.	Method Statement for Quarry Use: Table 5.11.9 – Functionality Criteria Score Page 13	It is a requirement that the Contractor will submit a preliminary Method Statement for the section of work to be undertaken: <ul style="list-style-type: none"> Drilling and blasting of the material; Crushing and screening of materials; The acquirement, processing, stockpiling and transport of fine aggregate. Highlight all the risks and the treatments of the risks that may be encountered during the supply of the required material. 	<p>Max 10 Points Min 5 Points</p> <p>Max 10 Points Min 5 Points</p> <p>Max 10 Points Min 5 Points</p> <p>Max 10 Points Min 5 Points</p>	Total for criteria 40
4.	Quality Management System Use: Table 5.11.9 – Functionality Criteria Score Page 13	Provide a Project Quality plan with Pro forma sheets for: <ul style="list-style-type: none"> Notice to blast Quality test plan for each product indicating the frequency and type of tests to be done. The report sheets of the tests to be done 	<p>Max 10 Points Min 5 Points</p>	Total for criteria 10
5.	Health and Safety Plan Use: Table 5.11.9 – Functionality Criteria Score Page 13	Provide Pro Forma Health and Safety Management System in terms of Mine Health and Safety Act and regulations (Act 29 of 1996) for all the work to be carried out with specific reference to: <ul style="list-style-type: none"> Organogram & legal appointments – Max 2 Points Baseline Risk assessment and; – Max 2 Points File structure of documentation – Max 1 Points 	<p>Max 5 Points Min 1 Point</p>	Total for criteria 5
6.	Environmental Plan Use: Table 5.11.9 – Functionality Criteria Score Page 13	Provide Pro Forma Health and Safety Management System in terms of Mine Health and Safety Act and regulations (Act 29 of 1996) for all the work to be carried out with specific reference to: <ul style="list-style-type: none"> Organogram & legal appointments – Max 2 Points Baseline Risk assessment and; – Max 2 Points File structure of documentation – Max 1 Points 	<p>Max 5 Points Min 1 Point</p>	Total for criteria 5
7.	Ability and Capability (for the last 15 years)	Demonstrated skills and experience of each key personnel for this project by submission of organization and staffing proposals with a 1 page resume of each key project team member indicating qualifications, experience, accreditation / affiliation) Proof of qualifications, experience, accreditation / affiliation are required for: <ul style="list-style-type: none"> Construction Manager Blaster Crusher Operators Drill rig operators 	<p>Max 20 Points Min 10 Points</p>	Total for criteria 20

ANNEXURE J



		Professional Construction Manager	Max 7.5 Points	
		10 Years or more experience	7.5	
		8 Years or more experience	6	
		6 Years or more experience	4	
		Blaster(s)	Max 7.5 Points	
		10 Years or more experience	7.5	
		8 Years or more experience	6	
		6 Years or more experience	4	
		Crusher Operators	Max 2.5 Points	
		5 Years or more experience	2.5	
		4 Years or more experience	1.5	
		3 Years or more experience	1	
		Drill rig operators	Max 2.5 Points	
		5 Years or more experience	2.5	
		4 Years or more experience	1.5	
		3 Years or more experience	1	
	TOTAL		Max 100 Min 70	

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

DATE:

ANNEXURE J



ANNEXURE J - 1 SCHEDULE OF QUALIFICATIONS / EXPERIENCE OF KEY PROJECT TEAM MEMBERS

SCHEDULE OF QUALIFICATIONS / EXPERIENCE OF KEY PROJECT TEAM MEMBERS

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

NAME	QUALIFICATIONS	PROJECT TEAM MEMBER (WORKS AND TIME SPENT)

SIGNATURE OF BIDDER

DATE

ANNEXURE K



ANNEXURE K SCHEDULE OF PROPOSED SUBCONTRACTORS

SCHEDULE OF PROPOSED SUBCONTRACTORS (At least 30%)

COMPLETE AND 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 Bidder shall state hereunder the names of sub-contractors he proposes to employ for the execution of certain sections of the Works.

ITEM (Please specify)	PROPOSED SUBCONTRACTOR	ADDRESS TELEPHONE AND FAX NUMBER WHERE MANUFACTURE INSPECTION AND TESTS WOULD BE EXECUTED	B-BEE LEVEL OF SUBCONTRACTOR (B-BEE Certificate or sworn affidavit from DTI must be attached)

IMPORTANT NOTE: Refer to SBD 2: Tax Clearance Certificate Requirements, paragraph 4: In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate. (Failure to comply with this requirement may render your bid non-responsive)

ANNEXURE K



DID YOU ATTACH ORIGINAL AND VALID TAX CLEARANCE CERTIFICATES OF ALL SUB-CONTRACTORS AS LISTED ABOVE?

YES ☐ NO ☐

FAILURE BY THE BIDDER TO ATTACH LISTED SUB-CONTRACTORS' ORIGINAL AND VALID TAX CLEARANCE CERTIFICATES, THE BID MAY BE REGARDED AS NON-RESPONSIVE

DID YOU ATTACH CERTIFIED COPIES OF VALID B-BBEE CERTIFICATES OF ALL SUB-CONTRACTORS' AS LISTED ABOVE?

YES ☐ NO ☐

FAILURE BY THE BIDDER TO ATTACH LISTED SUB-CONTRACTORS' CERTIFIED COPIES OF VALID B-BEE CERTIFICATES OR IN CASE OF EMEs A SWORN AFFIDAVIT OBTAINABLE FROM THE DEPARTMENT OF TRADE AND INDUSTRY, THE BID MAY BE REGARDED AS NON-RESPONSIVE

DID YOU ATTACH CERTIFIED COPIES OF VALID ID DOCUMENTS OF OWNERS OF ALL SUB-CONTRACTORS' AS LISTED ABOVE?

YES ☐ NO ☐

FAILURE BY THE BIDDER TO ATTACH LISTED SUB-CONTRACTORS' CERTIFIED COPIES OF VALID ID DOCUMENT, THE BID MAY BE REGARDED AS NON-RESPONSIVE

DID YOU ATTACH CERTIFIED COPIES OF INCORPORATION OF THE COMPANY (CIPC CERTIFICATES) OF ALL SUB-CONTRACTORS AS LISTED ABOVE?

YES ☐ NO ☐

FAILURE BY THE BIDDER TO ATTACH LISTED SUB-CONTRACTORS' CERTIFIED COPIES OF INCORPORATION OF COMPANY (CIPC CERTIFICATES), THE BID MAY BE REGARDED AS NON-RESPONSIVE

NAME OF BIDDER: _____

COMPANY NAME: _____

SIGNATURE OF BIDDER: _____

DATE: _____

ANNEXURE L



ANNEXURE L SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our tender is accepted.

(a) Details of major equipment that is owned by me / us and immediately available for this contract.

DESCRIPTION (type, size, capacity etc)	QUANTITY	YEAR OF MANUFACTURE	PRESENT FINANCIAL LIABILITY

Attach additional pages if more space is required

(b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is accepted

DESCRIPTION (type, size, capacity etc)	QUANTITY	HOW ACQUIRED	
		HIRE/BUY	SOURCE

Attach additional pages if more space is required

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

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

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

DATE:



DEPARTMENT OF WATER AND SANITATION

DWS05-1022 WTE

THE DEVELOPMENT OF AN ONSITE QUARRY AND PRODUCTION OF AGGREGATES TO BE SUPPLIED FOR THE CLANWILLIAM DAM IN THE WESTERN CAPE

C1: AGREEMENT AND CONTRACT DATA

CONTENTS

C1.1 FORM OF OFFER AND ACCEPTANCE

C.1.2 CONTRACT DATA

C 1.2.1 GENERAL CONDITIONS OF CONTRACT

C 1.2.2 SPECIAL CONDITIONDS OF CONTRACT

C 1.2.3 CONTRACT SPECIFIC DATA

C1.3 FORM OF GUARANTEE



TENDER NO: DWS05-1022 WTE

FORM G – PRO FORMA FORM OF OFFER AND ACCEPTANCE

C1.1 PRO FORMA 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:

THE DRILLING AND BLASTING FOR DAM FOUNDATION EXCAVATION AND SLOPE PROTECTION FOR THE CLANWILLIAM DAM IN THE WESTERN CAPE PROVINCE

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: _____

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 T1: Tender Data
- Part T2: Returnable Schedules and Documents
- Part C1: Contract Data
- Part C2: Pricing Data
- Part C3: Scope of Work
- Part C4: Site Information

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

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

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

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

For the Employer:

Signature(s): _____

Name(s): _____

Capacity: _____

Date: _____

Name and address of organisation:

Signature and names of witness:

Signature(s): _____

Name(s): _____

Capacity: _____

Date: _____

SCHEDULE OF DEVIATIONS

Notes :

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

1. **Subject:** _____

Details _____

2. **Subject:** _____

Details _____

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

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

FOR THE TENDERER:

FOR THE EMPLOYER

Signature(s)

Name(s)

Capacity

Name and address of organisation

Name and address of organisation

Witness signature

Witness Name

Date

C1.2 CONTRACT DATA

C1.2.1 GENERAL CONDITIONS OF CONTRACT

The Contract shall be governed by 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 and is obtainable from www.saice.org.za. It is supplemented with the Special Conditions of contract for the GCC and the Contract Data for GCC.

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

C1.2.2 SPECIAL CONDITIONS OF CONTRACT

C1.2.2.1 GENERAL

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

C1.2.2.2 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:

SCC 1.1.1 In the contract defined as:
DWS05-1022 WTE

" THE DEVELOPMENT OF AN ONSITE QUARRY AND PRODUCTION OF AGGREGATES TO BE SUPPLIED FOR THE CLANWILLIAM DAM IN THE WESTERN CAPE"

the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

SCC1.1.1.15 "Employer" means the Minister of Water and Sanitation acting on behalf of the Government of the Republic of South African and shall include the Employer's duly authorised representative.

SCC1.1.1.16 "Employers Agent" means Contract Manager Department of Water and Sanitation (DWS): Construction South or any other person appointed from time to time by him and notified in writing to the Contractor. The Employers Agent will appoint an “Employers Representative” to act as Engineer for the purpose of the contract.

SCC 6.5 Day works: Delete in entirety

- SCC 8.6.1 Change paragraph to read “Except if provided otherwise in the Contract Data, the Contractor, without limiting his obligations in terms of the Contract, shall as part of the documentation required before commencing with the works in accordance with Clause 5.3.1, at his own cost, effect and maintain the following insurances in the name of the Contractor.”
- SCC 8.6.1.1 Delete
- SCC 8.6.1.1.1 Delete with sub-clauses
- SCC 8.6.1.3 Change paragraph to read “Liability insurance that covers the Contractor against its respective liability for the death of, or injury to any person, or loss of, or damage to property arising from or in the course of the fulfilment of the Contract, from the Commencement Date to the issue of the Certificate of Completion for a limit of indemnity covering the risks of the Contractor for an amount not less than stated in the Contract Data.”
- SCC 8.6.6 Delete
- SCC 8.6.7 Delete
- SCC 10.1.1 No claims for rainfall will be entertained.

C1.2.3 CONTRACT SPECIFIC DATA

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

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

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

PART 1 COMPULSORY DATA PROVIDED BY THE EMPLOYER

Clause	Description	Information
1.1.1.13	Defects and liability period	12 Months
1.1.1.14	The time for practical Completion	55 Months from commencement date
1.1.1.15	The name of Employer	Department of Water and Sanitation
1.2.1.2	The address of the Employer	Department of Water and Sanitation Private Bag X313 Pretoria 0001 Email: Bidenquirieswte@dws.gov.za
1.1.1.16	The name of the Employers Agent.	Contract Manager Department of Water and Sanitation (DWS) Construction South
1.2.1.2	The address of the Employers Agent.	Department of Water and Sanitation Construction South 4-6 Alkmaar Str. Paarl
1.1.1.26	The Pricing Strategy	Re-measurable
3.2.3	Specific approval of the Employer required	5.7.3 Acceleration 5.12.3 Extension of Time 6.3.1 Variations 9.1 Termination of Contract 9.2 Termination by Employer 10 Claims and Disputes
5.1.1.1	Special non-working days	1. Statuary holidays as declared by National or Regional Government. 2. Three weeks annual Builders holiday December to January (dates to be confirmed) 3. The last Friday of every month.

5.8.1	The non-working days	Sundays
5.3.1	The documentation required before commencement with works execution:	Health and Safety plan (Clause 4.3) Initial programme (Clause 5.6) Security (Clause 6.2) Insurance (Clause 8.6) Method Statements (as required by the applicable Specifications) Environmental Plan Other documents as specified in C3
5.3.2	The time to submit the documentation required before commencement with Works execution	28 days
5.4.2	The access and possession of the Site	Shall not be exclusive to the Contractor but as set out in the Site Information
5.13.1	The penalty for failing to complete the Works	R50 000,00 per working day
5.14.1	Requirements for practical completion	On submission and signed of all drillings and blasting records and reports of scheduled work.
5.16.3	The latent defect period	10 years
6.2.1	The security to be provided by the contractor	Performance guarantee of 10% of Contract sum.
6.8.2	The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: $(1 - x) \left[\frac{aL_t}{L_o} + \frac{bP_t}{P_o} + \frac{cM_t}{M_o} + \frac{dF_t}{F_o} - 1 \right]$	x = 0,10 (Fixed) Values of coefficients are: a = 0.15 Labour b = 0.30 Contractors Equipment c = 0.45 Material d = 0.10 Fuel Total of all coefficients must equal 1.0
6.8.2	The definition and source of: "Lt" is the "labour Index", "Pt" is the "Plant Index" "Mt" is the "Materials Index"	The Consumer Price Index for the urban area nearest to the Site, in the Western Cape Province, as stated in the Contract Data, and as published in the Statistical News Release, P0141, Additional Tables: Table A "CPI- all items according to area" of Statistics South Africa and published by SAFCEC from time to time. Producer Price Index applicable to the appropriate Construction equipment as stated in the Contract Data and as published in the Statistical Release P0151.1, Plant (Civil) Table 4 of Statistics South Africa and published by SAFCEC from time to time. Producer Price Index applicable to the appropriate materials as stated in the Contract Data and as published in the

	"Ft" is the Fuel Index	<p>Statistical Release P0151.1, Material (Civil) Table 6 of Statistics South Africa and published by SAFCEC from time to time.</p> <p>Producer Price Index for Diesel at wholesale level for the coastal area as stated in the Contract Data and as published in the Statistical Release P0142.1 Diesel Fuel Coastal, Table 1 of Statistics South Africa and published by SAFCEC from time to time.</p>
6.8.2	The base month	The base month used for the calculation will be 30 days before the closing date of the bid.
6.5.1.2.3	The percentage allowance on the net cost of materials actually used in completed work	15%
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works	0%
6.10.3	The limit of retention money	5% of the Contract Value
8.6.1.1.2	Value of plant and materials supplied by the employer to be included in the insurance sum	0
8.6.1.1.3	Amount cover professional fees for repairing damage and loss to be included in the insurance sum	R10 000 000.00
8.6.1.3	The limit of indemnity for liability insurance	R 400 000 000.00
10.5.3	The number of Adjudication Members to be appointed by the Contractor	Three (3)
10.7.1	The determination of disputes	Legal Process

PART 2: DATA PROVIDED BY THE CONTRACTOR**(CONTRACT DATA PART C1.2 – FORM H)**

Clause	Description	Information
1.1.1.9	The name of the Contractor	
1.2.1.2	The address of the contractor	Physical address: Postal address: E-mail address:
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)

C1.3 PRO FORMA PERFORMANCE GUARANTEE

Tender Reference No:

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.

CONTRACT DETAILS

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

1. VARIABLE PERFORMANCE GUARANTEE

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

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

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

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

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

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

2. FIXED PERFORMANCE GUARANTEE

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

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

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

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1 The Guarantor hereby acknowledges that:

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

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

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

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

3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;

3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.

3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

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

Signed at:

Date:

Guarantor's signatory (1):

Capacity:

Guarantor's signatory (2):

Capacity:

Witness signatory (1):

Witness signatory (2):

DEPARTMENT OF WATER AND SANITATION

DWS05-1022 WTE

**THE DEVELOPMENT OF AN ONSITE QUARRY AND PRODUCTION OF AGGREGATES
TO BE SUPPLIED FOR THE CLANWILLIAM DAM IN THE WESTERN CAPE**

C2: PRICING DATA

CONTENTS

C2.1 PRICING INSTRUCTIONS

C2.2 BILL OF QUANTITIES

C2.1 PRICING INSTRUCTIONS

PREAMBLE TO THE SBD 3.2 – PRICING SCHEDULE

1 GENERAL

The SBD 3.2 forms part of the Contract Documents and must be read and priced in conjunction with all the other documents which include the Conditions of Contract and all other Specifications in the bid document.

2. QUANTITIES REFLECTED IN THE PRICING SCHEDULE

The quantities given in the SBD 3.2 can be subject to change. **The Department reserves the right to reduced quantities per item or one item or none of the items in the pricing schedule.**

The validity of the contract will in no way be affected by differences between the quantities in the SBD 3.2 and the quantities finally certified for payment.

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

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

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

3. PRICING OF THE SCHEDULE

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

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which "rate only" is required or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

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

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

4. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid, use of correction fluid will invalidate your bid, but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Bidder, failure to initial where the correction was done will invalidate your bid.

5. ARITHMETICAL ERRORS, OMISSION AND DISCREPANCIES

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

Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with 5.11 for:

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

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

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

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

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

6. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with the Standards System of Measuring Builders work 6th Edition as an issue by the Association, which has been drawn up in accordance with the project and particular specifications.

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

7. MONTHLY PAYMENTS

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

8. UNITS OF MEASUREMENT

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

Non-Standard Abbreviations	
%	percent
No.	number
Prov sum	Provisional sum
R/only	Rate only
sum	lump sum
Standard Abbreviations	
kPa	kilopascal
m	metre
m ²	square metre
m ³	cubic metre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
t	ton (1000 kg)

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

Unit: The unit of measurement for each item of work

Quantity: The number of units of work for each item.

Rate: The agreed payment per unit of measurement.

Amount: The product of the quantity and the agreed rate for an item.

Lump-sum: An agreed amount for an item, the extent of which is described in the Bills of Quantities but the quantity of work of which is not measured in any units.

PRICING SCHEDULE**(Non-Firm Price)****DWS05-1022 WTE**

THE DEVELOPMENT OF AN ONSITE QUARRY AND PRODUCTION OF AGGREGATES TO BE SUPPLIED FOR THE CLANWILLIAM DAM IN THE WESTERN CAPE

THIS PRICING SCHEDULE MUST BE COMPLETED IN FULL – FAILURE TO COMPLY WILL INVALIDATE YOUR BID

NOTE: PRICE ADJUSTMENTS WILL ONLY BE ALLOWED AT THE PERIODS AND TIMES AS SPECIFIED IN THE BIDDING DOCUMENT

CLOSING TIME 11:00 ON: 25 NOVEMBER 2022 BID NO.: DWS05-1022 WTE

NAME OF BIDDER:

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

C2.2 BILL OF QUANTITIES

Supply and delivery from Clanwilliam Quarry

ITEM No	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	C
	CWD01SC	FIXED CHARGE OVERHEADS					
1.1	3.3.1	Establishment of Facilities for Contractor on Site	Sum				
1.2	3.3.2	Removal of Site Establishment	Sum				
1.3	3.3.3	Temporary de-establishment	Sum				
1.4	3.3.4	Re-establishment after temporary de-establishment	Sum				
1.5	3.3.5	Acquisition of material sources according to legal requirements	Sum				
1.6	3.3.6	Rehabilitation of designated rock quarry	Prov Sum	1		10 000 000	-
1.7	3.3.6	Handling charges on 1.6 above	Sum				
1.8	3.3.8	Establish Weighbridge	Sum				
1.9	3.3.9	Access control and security to quarry site and designated stockpile areas	Sum				
	CWD01SC	TIME RELATED OVERHEADS					
1.10	3.4.1	Supervision for Duration of Construction	Sum				
1.11	3.4.2	Health and Safety & Environmental	Sum				
1.12	3.4.3	Weigh Bridge Maintenance	Sum				
1.13	3.4.4	Access control and security to quarry site and designated stockpile areas	Sum				
	CWD01SC	SITE FACILITIES					
1.14	3.5.1	Anti-Intruder fencing	m	650			
ITEM No	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	C

	PO6 & PO7	QUARRY MATERIAL					
1.15	PO6.6.1	Excavation of unsuitable overburden (soft)	m ³	50 000			
1.16	PO6.6.2	Excavation of unsuitable overburden (hard)	m ³	50 000			
1.17	PO7.9.1	Aggregate Concrete Fine (IVRCC)	Ton	155 000			
1.18	PO7.9.2	Aggregate Concrete Fine (CVC)	Ton	150 000			
1.19	PO7.9.3	Aggregate Concrete Coarse (38mm)	Ton	240 000			
1.20	PO7.9.4	Aggregate Concrete Coarse (19mm)	Ton	320 000			
1.21	PO7.9.5	Aggregate Concrete Coarse (13.2mm)	Ton	1 200			
1.20	PO7.9.6	Crusher Run.	Ton	1 500			
1.22	PO7.9.7	Rip – Rap	Ton	9 500			
1.23	PO7.9.8	G5	Ton	67 500			
1.24	PO7.9.9	Crushed Mass Concrete	Ton	500			
1.25	PO7.9.10	Crushed Reinforced Concrete	Ton	2 500			
1.26	PO7.9.11	Crushing of hard excavation material supplied by others to stockpile	Ton	Rate only			
1.26	PO7.9.12	Screening of already crushed materials on stockpile/floors	Ton	5 000			
1.27		Shade cloth 80% green (50x3m)	m	800			

SUB-TOTAL(S)

CONTINGENCIES(T) 10% OF (S)

SUB-TOTAL(U)

ESCALATION 15% OF (U)

SUB-TOTAL

VAT @ 15%

GRAND TOTAL

- Delivery basis.

(See note hereunder)

Clanwilliam Dam, Construction South,
Western Cape

- Period required for delivery after receipt of order:

- Delivery period:

*FIRM / NOT FIRM

- Is the price firm?

*FIRM / NOT FIRM

- Are you registered in terms of section 23(1) or 23(3) of the value Added Tax Act, 1991 (Act no 89 of 1991?)

*YES / NO

- If so, state your VAT registration number.

- Is the offer strictly to specification?

*YES / NO

- If not to specification, state deviation(s)

Any enquiries regarding bidding procedures may be directed to the –

Department of Water and Sanitation

Supply Chain Management Office

Private Bag X313, Pretoria, 0001.

bidenquirieswte@dws.gov.za

Or

For technical or site information –

M. Röhrs

Mail: RohrsM@dws.gov.za

[F Havenga](#)

havengaf@dws.gov.za (During office hours)

2.3 PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

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

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

Where:

X = Fixed 10% (0,10) of the original bid price. Its portion of the bid price remains firm, it is not subject to any price escalations.

a = Factor of the bid price for Labour

b = Factor of the bid price for Contractors Equipment

c = Factor of the bid price for Material

d = Factor of the bid price for Fuel

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

"Lt", "Pt", "Mt" & "Ft" = Index figure obtained from a Statistics South Africa and published by SAFCEC from time to time (**As defined in C1.2.3 – Clause 6.8.2**)

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

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

The base month used for the calculation will be 30 days before the closing date of the bid.

4.

FACTORS ("a", "b", "c" & "d".)	PERCENTAGE OF BID PRICE
a	0.15
b	0.30
c	0.45
d	0.10
TOTAL	1

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

FAILURE TO COMPLETE THE ABOVE WILL RESULT IN NO PRICE INCREASE ON A NON-FIRM PRICE

WERE PRICES ARE INDICATED AS FIRM NO PRICE INCREASE CLAIM WILL BE ENTERTAINED DURING THE CONTRACT PERIOD

Pricing Schedule: Purchases (Non-firm prices)

(SBD 3.2)

DEPARTMENT OF WATER AND SANITATION

DWS05-1022 WTE

THE DEVELOPMENT OF AN ONSITE QUARRY AND PRODUCTION OF AGGREGATES TO BE SUPPLIED FOR THE CLANWILLIAM DAM IN THE WESTERN CAPE

C3. SCOPE OF WORK

CONTENT

- C3.1 STANDARD SPECIFICATION
- C3.2 PROJECT SPECIFICATION
- C3.3 PARTICULAR SPECIFICATIONS
- C3.4 VARIATIONS AND ADDITIONS TO SPECIFICATIONS

3.1 STANDARD SPECIFICATION

SS 1 APPLICABLE STANDARD SPECIFICATIONS

In the event of any discrepancy between a part or parts of the Standardised or Particular Specifications and the Project Specifications, the Project Specifications and Particular Specifications shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item

The applicable standard specifications are mentioned in the Project Specification and Particular specification

C3.2 PROJECT SPECIFICATION

CONTENT

PS 1. SCOPE OF THE CONTRACT

PS 1.1 General

PS 1.2 Acquisition of Material Sources

PS 2. WORKING TIMES

PS 2.1 Work at Night

PS 2.2 Sunday Working

PS 2.3 Last Friday of Month

PS 3. PROGRAMMING REQUIREMENTS

PS 3.1 Tendered Contract Programme

PS 3.2 Contract Programme Maintenance and Progress Monitoring

PS 3.3 Progress Meetings

PS 4. CONSTRUCTION MATTERS

PS 4.1 General Responsibilities

PS 4.2 Contractors Methods and Materials

PS 4.3 The Use of Explosives

PS 4.4 Competence of Workmen

PS 4.5 Contractor's Returns

PS 5. QUALITY MANAGEMENT

PS 6. LOCAL SOCIO-ECONOMIC DEVELOPMENT PARTICIPATION OBJECTIVES

PS 7. HEALTH AND SAFETY

PS 7.1 General

PS 7.2 Audits

PS 7.3 Works Health and Safety Committee

PS 7.4 Health and Safety Officers

PS 7.5 First Aid Provisions

PS 7.6 Accident Reporting

PS 7.7 Workman's Compensation Act

PS 8. ENVIRONMENTAL REQUIREMENTS

- PS 8.1 General
- PS 8.2 Temporary Services and Facilities
- PS 8.3 Protection of Rivers, Streams and Watercourses
- PS 8.4 Refuse and Waste Control
- PS 8.5 Protection of Flora
- PS 8.6 Protection of the Fauna
- PS 8.7 Preservation of Topsoil
- PS 8.8 Erosion Control and Storm Water Management
- PS 8.9 Designated Quarry Rehabilitation
- PS 8.10 Fine aggregate borrow areas

PS 9. INFORMATION TO BE SUBMITTED WITH BID

C3.2 PROJECT SPECIFICATION

PS 1. SCOPE OF THE CONTRACT

PS 1.1 General

The Department of Water and Sanitation Construction South (DWS: CS) is the Main Contractor for the Raising of Clanwilliam Dam. For this Contract, Department of Water and Sanitation (DWS): CS will be the Employer and the successful bidder will be the Contractor.

The contract is for the supply and delivery of the following aggregates and materials according to specification to Clanwilliam Dam designated stockpile area:

Aggregate Concrete Fine (IVRCC)	(PO7.3.2)
Aggregate Concrete Fine (CVC)	(PO7.3.3)
Aggregate Concrete Coarse (38mm)	(PO7.3.4)
Aggregate Concrete Coarse (19mm)	(PO7.3.4)
Aggregate Concrete Coarse (13.2mm)	(PO7.3.4)
Crusher Run.	(PO7.3.5)
Rip – Rap	(PO7.3.6)
G5 Road layer material	(PO7.3.7)

These materials can be sourced from designated area indicated on the drawings through an onsite quarry operation.

Irrespective of the source the supply of the following is required on site:

Crushing of Concrete with and without reinforcing	(PO7.3.8)
Crushing of hard excavation material supplied by others to stockpile	(PO7.3.9)
Screening of already crushed materials on stockpile/floors	(PO7.3.10)
Install, commission and maintain weighbridge with software and computer	(C4.10)

The following is requirements, but not limited to, if designated areas will be used as source of material:

- The designated quarry site as indicated on drawing CWD 0101 will be handed to the Contractor for his use according to the stipulated regulations. For any other required areas by the contractor he shall adhere to all legal requirements to obtain the necessary approval to obtain the required materials.
- Transport, erect, maintain, and operate all the required plant for the quarry and crushing operations to deliver the required products and removal at contract completion.
- To provide and operate explosives magazines if required for the execution of this contract.
- The Contractor shall be responsible for preparation and levelling of the crushing plant site(s) and foundations where required.
- Open and operate a quarry, including all drilling and blasting work on the selected site(s).
- The Contractor shall be responsible for overburden removal.
- The Contractor shall be responsible for the removal of all unsuitable material occurrences in the process of quarrying
- The Contractor shall stockpile and or dump all overburden and unsuitable material on sites approved by the Employer and according to specification
- The Contractor shall be responsible for drainage of the quarry and crusher sites and his stockpile sites
- Transport blasted quarry material from quarry to crusher.
- Crush, screen, wash and blend quarry material, as required including natural sand and crusher sand where applicable, and in accordance with these specifications.

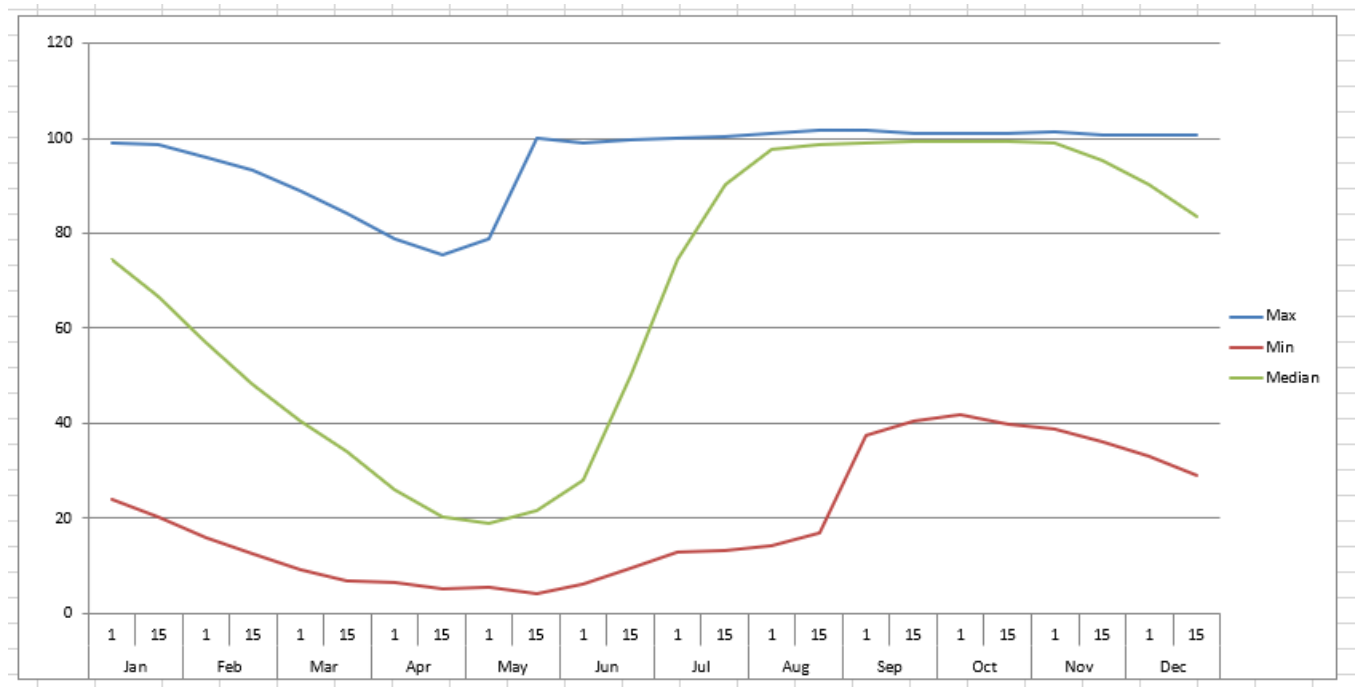
- Supply concrete sand, concrete stone, rip-rap and crusher run in accordance with this specification.
- Deliver such products to the designated stockpiles.
- Arrange for and pay for the supply of electrical power and water for all operations performed under this contract.
- The fencing off of the work area.
- Adherence to the environmental documentation attached hereto.
- Liaison with other Contractors to conduct trials in the quarry. (Tunnelling and Drilling and Grouting for dam foundations)
- All work shall be done in accordance with the specifications listed in the Project Specification, the Particular Specifications and Drawings

The Department reserves the right to:

- 1. Purchase only one or more items as required; and/or**
- 2. Purchase from the Clanwilliam Dam Quarry.**

PS 1.2 Acquisition of Material Sources

Please bear in mind that the water levels of Clanwilliam Dam are fluctuating continuously



The Employer has identified one site as a possible source for coarse aggregates. It is shown in the attached Drawing CWD 0101 and reported in:

“CLANWILLIAM DAM QUARRY REPORT (December 2006)” and

“CLANWILLIAM DAM SECOND ENGINEERING GEOLOGICAL REPORT FOR QUARRY FINAL

(29 MAY 2015)” and is hereafter referred to as the designated quarry site.

The following was extracted from the (December 2006) report:

A possible extension to the existing quarry located some 250 m upstream of the dam wall on the left bank was mooted. Initial, unconvincing results also led to brief investigations of an alternative site. A total of twenty-one exploratory boreholes were drilled at the proposed quarry extension, and three boreholes at the alternative site. In addition, a petrographic study was conducted, and crushed cores were also subjected to tests to determine whether the aggregate conforms to standard specifications.

Petrographic analyses confirmed the rock is suitable for use as aggregate. Minor, trace amounts of deleterious minerals (mica, sheet silicates) are present, however. These sandstones are likely to be susceptible to alkali-aggregate reactions.

Tests on crushed core samples indicate the unweather or slightly weathered rock is suitable for use, but the slightly too moderately weathered rock is unsuitable.

The information and interpretations made in the above mentioned reports are provided to assist tenderers. No responsibility, for the accuracy of any information contained in this report, is accepted by the Employer. No subsequent claims made by the Contractor for losses or additional costs caused by information contained in the above report or any interpretation thereof will be considered by the Engineer.

The designated quarry site is expropriated and occupied by the Employer at his expense. The application for the development of the quarry was approved by the Department of Mineral Affairs. This area will be made available to the contractor at no cost, provided that the designated site is chosen, and the required rehabilitation is done according to the environmental requirements. For all other sources the Contractor will be responsible for obtaining the necessary legal authorizations and mining rights and any payments for such rights.

The availability of concrete sand was not addressed in the 2006 report. A report named "Sources of Concrete Sand" dated November 2010 stated that adequate sources of concrete sand is available within 100 km of the dam. The cheapest option will be to crush the rock to yield sand for concrete production.

The Contractor is at liberty to make use of river sand deposits if considered desirable to achieve compliance with specified requirements. The location of suitable deposits or supplies of natural sand shall be determined by the Contractor and suitable arrangements shall be at his expense. Possible sources of natural sand are indicated in the "Report on Sources of Concrete Sand".

The Contractor is responsible for identifying the sources and for supply of quarry material. The Contractor shall be responsible for complying with all legal requirements including obtaining a mining permit from the Department of Mineral Resources. Such responsibilities include obtaining a closure permit, which shall be forwarded to the Engineer after the Contractor has rehabilitated the quarry in accordance with prescribed conditions.

A complete set of documentation for quarry operations as approved by the relevant authorities shall be submitted to the Engineer prior to commencement of operations. Payment for this item will be done on receipt of the documentation.

If there is a necessity to change sources of aggregate during the course of the project, a minimum of 6 months' notice shall be given to the Employer and engineer to do all the necessary redesigns of the concrete mixes and carry out all the required tests. The contractor will be liable for any additional costs.

A copy of the closure permit shall be submitted to the Engineer prior to payment for rehabilitation.

The intended quarry site(s) shall be indicated in the tender offer.

The decision regarding which offer to accept will be made on an economic basis. Accordingly, no additional or subsequent claims for any difficulties or expenses incurred in the procurement, extraction and/or delivery of quarry material will be entertained at any stage. It is incumbent on Tenders to assess all risks pertaining to quarrying during tender stage. Payment according to rates quoted shall be the only payment made under this Contract.

There is a possible sand source that was identified at confluence of the Olifants River and Doorn River. All approvals must be done by the contractor.

PS 1.3 BLASTING

PS 1.3.1 General (CWD20.5.4.1)

The Contractor shall submit to the Engineer for his approval full details of his proposed methods for blasting and excavating. This submission shall include full details of the plant, materials, proposed hole sizes, depths and layouts, detonating sequences and delays, and charge levels together with a clear statement of his planned procedures. Due cognisance shall be taken of the requirements of Clause CWD20.5.4.9. These details shall be submitted 14 days prior to the Contractor's intended start date for blasting a particular section. For each section, the Contractor shall consult with the Engineer regarding the lines and levels required.

All accidents, injury to persons or damage to property or the Works shall be reported in detail and in writing to the Engineer as soon as possible after the event.

PS 1.3.2 Preparation (CWD20.5.4.2)

The Contractor shall completely remove all overburden and weathered rock from above the area to be blasted for a suitable distance beyond the drilling limits. Blasting design to be submitted for approval to the Employer 10(ten) days before each of the first 5(five) blasts.

This area shall be kept clear of all loose material until after the blast.

PS 1.3.3 Notice to Blast (CWD20.5.4.3)

The Contractor shall give the Engineer notice of 10(ten) days before each of the first 5(five) blasts ,thereafter 48 hours written notice of his intention to carry out a particular blast. This notice shall include details of the location of the blast, the detonating sequences and delays, the alignment, depth and size of drilled holes, the size and characteristics of the charges, the volume to be dislodged and the proposed time of the blast. If this information differs from that given under Clause CWD20.5.4.1, the Contractor shall include the reasons for the change.

PS 1.3.4 Care of the Works (CWD20.5.4.4)

The design of the blast shall ensure that there is no unnecessary shattering of the rock and the Contractor shall accept full responsibility for the quality of the remaining rock after a blast and shall make good at his own expense and as directed by the Engineer, any over-excavation necessitated by such fracturing or displacement of the rock.

PS 1.3.5 Control of Blasting (CWD20.5.4.5)

The explosives shall be of such quality and power and shall be used in a manner which will achieve the desired result. The layout, depths and sizes of the holes and the magnitude, distribution and delays and detonation sequences of the charges shall be such as to ensure that there is no damage to the rock at or below the final or founding level and that there is no excessive overbreak. The firing systems shall be controlled by the use of delay detonators except when used for presplitting or smooth blasting. (See Clause CWD20.5.4.8). All charges shall be accurately made up and inserted into the holes at the correct spacing. All holes shall be properly stemmed and wired in the correct sequence to ensure the stated blast pattern and to eliminate the possibility of live charges remaining after detonation.

If, in the opinion of the Engineer, the Contractor's method of drilling and blasting is considered or proved to be inappropriate to produce the results required, the Engineer reserves the right to order the Contractor to modify his procedures.

Whenever, in the opinion of the Engineer, the results of a blast are unsatisfactory and further blasting might cause damage to the rock on or against which concrete or embankment material is to be placed, the Contractor shall complete the excavation using wedging, barring, jackhammers or similar methods.

Blasting to be carried out within 100 m of any concrete and/or grouting regardless of age, shall be done by means of Gas-Induced Fracture Technology (GIFT) using Nonex, or by means of controlled blasting techniques, to the approval of the Design Engineer. All such blasting shall be designed to keep peak particle velocities (PPV) to below 12,7 mm/s and the frequency above 10 Hz. Trial blasting to be done first for approval of method statement

PS 1.3.6 Safety Measures (CWD20.5.4.6)

The Contractor shall in accordance with all the statutory requirements agree with the Engineer his proposed method of warnings, and movement of personnel prior to and after blasting. He shall ensure that this system is explained fully to all personnel on Site prior to commencing the first blast. The Contractor shall use mats or other types of cover to ensure that flying rock fragments are kept to an absolute minimum at all times.

PS 1.3.7 Monitoring and Designing for Blasting Vibrations (CWD20.5.4.7)

The Contractor shall supply and operate two approved recording tri-axial particle velocity meters which shall be used as and where directed by the Engineer. The Contractor shall design his blasting operations such as to ensure that the peak particle velocity does not exceed potentially damaging values in any permanent structure, as approved or directed by the Engineer.

NB: Also see Civil Project Specifications (Vol 2.1) - PS 20.2.

PS 2. WORKING TIMES

Normal Working hours for the Employer are

from Monday – Thursday, 6:30 to 16:15 and Fridays 6:30 to 15:00, October – March and

from Monday – Thursday ,7:00 to 16:45 and Fridays 7:00 to 15:30, April – September

PS 2.1 Work at Night

The Contractor could be requested to perform work at night. Responsible and qualified supervisory staff shall always be present and sufficient light must be available to conduct the work safely. Under normal conditions no drilling, crushing or other works will be permitted at night. No work to be done after 22:00

PS 2.2 Sunday Working

Sunday work shall not be permitted except for necessary maintenance, repairs and emergencies and shall only be undertaken with the prior written approval of the Engineer.

PS 2.3 Last Friday of Month

The last Friday of the month is regarded as the pay day of the Employer and Engineer's personnel. This is a non-working weekend for Employer and Engineer's personnel, and the Contractor will only be allowed to work with special permission on this day

PS 3. PROGRAMMING REQUIREMENTS

PS 3.1 Tendered Contract Programme

Production of aggregates and sand shall commence on approval of all samples submitted and, in any case, not later than eight weeks after award of this tender.

The required production quantities and rates shall be binding. Note that higher peak rates may be required.

The Contractor shall be deemed to have allowed fully, in his tendered rates and prices as well as in his programme, for all possible delays due to abnormal and adverse weather conditions and special non-working days.

The quantities given below represent substantially the total construction requirement. Actual quantities required will vary. The Contractor will not be entitled to claim any form of compensation over and above the rates, for any requirement variations in total quantities or specific product quantities whatsoever.

Production rates given below represent specific contractual requirements and are binding on the Contractor. Note that quantities given shall be added together to obtain the total required output and total monthly output. Monthly requirements shall be graded in the same proportions according to size as given for total quantities unless otherwise determined by the Employer.

Stockpiles which are reduced to below the minimum quantities given below shall be replenished at the specified peak rates applicable.

Actual monthly requirements within the limits set below, shall be as instructed by the Employer at least 7 days prior to the beginning of each calendar month.

Product	Total Tons	Peak rate Tons/month	Minimum rate Tons/month	Minimum Stockpile Tons
Aggregates fine (RCC)	155 000	6 000	500	6 000
Aggregates fine (CVC)	150 000	2 000	500	2 000
38mm	240 000	5 000	500	5 000
19mm	320 000	10 000	500	10 000
13.2mm	1 200	-	-	-
Crusher run	1 500	200	100	200
Rip Rap	9 500	200	100 0	200
G5	67 500	2500	0	

It is a requirement that a works program must be submitted with the tender indicating the source and equipment to be used and the minimum and maximum rate that is envisaged.

PS3.2 Contract Programme Maintenance and Progress Monitoring

A detail Contract Programme shall be developed using the latest version of Construction Computer Software for Windows or Microsoft Project for Windows or equal. Five working days before the monthly progress meeting the Contractor shall submit to the Engineer a programme update that reflects the actual progress against current programmes and the effect on future activities.

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.

All variances from the Contract Programme shall be promptly reported and the future impact of such variations shall be determined and analysed by the Sub-Contractor and necessary corrective measures established, subject to the approval of the Employer.

PS 3.3 Progress Meetings

The Contractor will be required to attend regular site meetings with the Engineer where the progress of construction will be reviewed. Such meetings will normally be held monthly. The Contractor shall also attend weekly meetings with the Engineer and provide, prior to each meeting as required by the Engineer, detailed programmes showing separately the various activities of the Contractor anticipated over the forthcoming two week period.

PS 4. CONSTRUCTION MATTERS

PS 4.1 General Responsibilities

The Site and all services are under the control of the Main Dam Contractor and therefore the Employer expects the Contractor to liaise regularly with the Main Dam Contractor in order to ensure smooth execution and integration of activities with the Main Dam Contractor's activities.

Non-performance of the Main Dam Contractor shall not relieve the Contractor of any of his obligations under the Contract.

PS 4.2 Contractors Methods and Materials

It is a requirement of this contract that final work procedures must be approved before commencement of work. Method statements will full details concerning the methods, equipment and materials will be required for the following but not limited to:

- The Quarry area mining plan based on the information provided by the Engineer.
- The Drilling and Blasting of the material.
- The Crushing of the materials
- The acquirement, processing, stockpiling and transport of fine aggregate

The above method statements must be submitted with the tender irrespective of the source of material, to evaluate the ability of the Contractor to perform the work according to specification

A Pro-Forma Method statement with the minimum information required form part of the returnable documents under section T2.

PS 4.3 The Use of Explosives

The Contractor shall comply with the requirements of the relevant legislation inter alia, the Explosives Act, 2003 (Act 5 of 2003) and with the Mine Health and Safety Act (Act 29 of 1996), as applicable involving the use of explosives for the Works.

PS 4.4 Competence of Workmen

The Contractor shall ensure that only competent personnel are employed in operations involving particular skills affecting the quality of the Works. Should the competence of any member of the Contractor's workforce be in doubt, the Engineer may order that the member be sent for additional training at the Contractor's account and/or that member be replaced with a competent person to perform that work.

PS 4.5 Contractor's Returns

Records and returns shall be reported to the Engineer in an agreed format:

(a) Daily Diary

The Contractor shall keep accurate daily records detailing work carried out on the Works and shall submit them to the Engineer on the first work day after completed work day, or at such other times as the Engineer may require. The records shall include the following for each Portion of the Works separately and in sufficiently detail to establish the person- hours and equipment hours expended:

- Extent of work done;
- The numbers of each category of workmen and supervising staff;
- The numbers and types of Contractor's Equipment used;
- The time and duration of any significant delays or breakdowns of any Contractor's Equipment; and
- Any other events relevant to progress of the Works.

The Contractor shall also provide such further information as may be requested by the Engineer.

(b) Day work and Similar Records

Records shall be kept daily of labour, materials and equipment where there is an agreement to pay by day works. Such records shall be valid only when signed by both parties.

In cases where there is any dispute or uncertainty on payment procedure, sheets shall be signed daily by both parties as an agreed record of work done but shall not imply any commitment concerning payment. These sheets shall be annotated "For record purposes only".

PS 5 QUALITY MANAGEMENT

The Contractor's quality control or management shall be carried out in accordance with ISO 9000 Series of Codes of Practice for Quality Systems. Prior to the commencement of any activity the Contractor shall submit to the Engineer for his approval details of the quality control procedures he intends to follow for that particular activity.

The Contractor shall be responsible under the Contract for the quality and testing of materials, workmanship and production processes in fulfilment of the Contract. The Contractor shall have a Quality Management system in place which details the following in order to satisfy the Specification relevant to each operation to the Works in accordance with the Contract

- Quality control procedures;
- Personnel responsibilities;
- Testing procedures, both on and off-site;
- Equipment and calibration;
- Frequency of testing and calibration, etc.;
- Hold points in production for inspection;
- Rejection and rectification procedures;
- Documentation and communication;
- Standard forms of test result reporting

As much of the testing as is practicable shall be carried out on Site, including trial, acceptance and routine testing which is the responsibility of the Contractor during the course of the Contract.

The contractor shall be required to have miscellaneous material properties testing done at an accredited laboratory at the initial stage to confirm acceptability of the products and when there is a change in the material source.

A Pro Forma Quality Management system with intended Inspection and test plans for the aggregates and the intended standard forms for test result reporting must be submitted with the tender.

PS 6. LOCAL SOCIO-ECONOMIC DEVELOPMENT PARTICIPATION OBJECTIVES

The following shall be applicable to this Contract as per particular specification CWD 68:

The Department of Water and Sanitation (DWS, also referred to as the "Employer") is committed to transformation within the construction industry and water sector through the optimisation of socio-economic benefits within its sphere of business influence in terms of the Broad-Based Black Economic Empowerment Act, (Act No. 53 of 2003). The general principles, upon which the implementation of the Olifants-Doorn River Water Resources Project (ODRWRP) is based, are:

1. Contribute to local and regional economic development by optimising the use of locally available skills, materials and resources - Local Socio-Economic Participation and Development (LSEPD);
2. Promote transformation, technology and skills transfer within the infrastructure development industry through employment creation, preferential procurement, enterprise development, training and skills development objectives - Socio-Economic Empowerment (SEE);
3. Ensure the project is implemented in a socially responsible and sustainable manner, and
4. Ensure economic access for Black people living in rural areas by incorporating them into the mainstream economy.

The Contractor must adhere to the minimum requirements and to report monthly on the implementation and compliance of the performance monitoring criteria of this specification (CWD68). The Employer will audit the Contractor's compliance to this specification and notify the Employer's Agent to direct the Contractor on any non-compliance.

The cost for all personnel recruitment/administration and training in respect to compliance of this specification shall form part of the SAFCEC rates.

PS 6.1.1 Appointment of Labour

The Labour Desk which will be established by the Employer will be responsible for the recruitment of local labour. The Contractor shall advise the labour desk or CLC – Community liaison Committee in writing of the numbers of each category of temporary workers, which is required, and the period for which they are required.

The Contractor shall pay his employees and shall ensure that his Sub-contractors pay their employees rates of remuneration not less than prescribed by legislation and applicable to the area of the Works and shall observe conditions of employment which are no less favourable than those which are customary in the area in which the works are to be constructed for those trades and occupations involved in the fulfilment by the Sub-Contractor of his obligations under the Contract. The Sub-Contractor shall also practice and ensure that his Sub-contractors practice a policy of equal remuneration, conditions of employment and benefits for people of equal skills and productivity.

Local employment targets for local labour from designated groups to be comply with, as per CWD 68 (Table CWD68.4.1), is as follow:

Designated Groups	Skilled or permanent staff target (%)	Local labour minimum target (%)
Black people	75	90
Women	10	15
Youth	5	20
People with disabilities	2	1

PS 6.1.2 Local Procurement

The Contractor is to support Enterprises and Business in the local Clanwilliam Town and in Municipality area, including the township and rural areas, for goods or services.

PS 6.1.3 Training and Skills Development

The Employer is committed to the development of labour from the local area as well as elsewhere in SA. To achieve this objective, the Contractor shall implement a formal skills plan by following accredited SETA training programmes.

The Contractor is required to invest a minimum of 0,5% of the accepted Tender Amount on accredited SETA site training and development programmes.

Note: The Tenderer should acquaint themselves with the requirements of particular specification CWD 68. The contractor will adhere to these requirements at all time thorough out the contact period.

PS 7. HEALTH AND SAFETY

PS 7.1 General

For this contract the Main Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), 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 employer as set out in the Act (OHSA 1993) and the Construction Regulations 2003. 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.

This contract falls under the Mine Health and Safety Act (Act 29 of 1996) and the Regulations. For this contract the Main Contractor will be regarded as the Employer and responsible for the implementation of all the requirements as per the Mine Health and Safety Act (Act 29 of 1996) and the Regulations.

The Contractors area of responsibility will be within the boundary of the quarry and sand mining areas.

In accordance with the provisions of the Mine Health and Safety Act, the Main Contractor as Employer is specifically made aware of the following sections:

Section 3: Employer must appoint a Manager

Section 8: Employer must establish health and safety policy

Section 9: Codes of Practice

Section 10: Employer to provide health and safety training.

Section 11: Employer to assess and respond to risk

Section 12 Employer to conduct occupational hygiene measures

Section 15: Record of medical surveillance

Section 17 Exit certificates:

The Contractor must identify the hazards, assess the risks and record the hazards and risks to health and safety to which employees may be exposed while they are at work; and

To the extent that is reasonable practicable, you must ensure that every employee is properly trained:

- in the measures necessary to eliminate, control and minimise those risks to health or safety
- in the procedure to be followed to perform that employee's work
-

To the extent that is reasonable practicable, you must:

- Ensure that every employee becomes familiar with work-related hazards and risks and the measures that must be taken to eliminate, control and minimize those hazards and risks.

To the extent that is reasonable practicable, you must:

- ensure that every employee under your control complies with the requirements of the Act
- institute the measures necessary to secure, maintain and enhance health and safety
- consider an employee's training and capabilities in respect of health and safety before assigning a task to that employee
- ensure that work is performed under the general supervision of a person trained to understand the hazard associated with the work and who has the authority to ensure that the precautionary measures laid down by the manager are implemented.

The Contractor must take responsible measures to ensure that the functions entrusted or delegated to you and your responsibilities in terms of the regulations are complied with in so far as it concerns employees and contractors under your control. You are to report to the Employer without undue delay, any condition and activity in conflict with the Act and Regulations with which you cannot properly deal.

The Contractor is to report all accidents immediately and to arrange a visit the scene of the accident without delay.

In addition to the already mentioned duties the Contractor must also perform the following:

- Carry out monthly safety inspections in your area and report any shortcoming and way forward to deal with it.
- At least hold safety meeting once a month with your subordinates.
- Make sure that all accidents, which occurred in your area, are investigated within 3 working days.
- Take sure that all persons working under your supervision, who are responsible for the operation and working of machinery are properly trained and authorised.

Take all reasonable steps in relation to the health and hygiene of all persons under your control

Nothing specified in this document shall relieve the Contractor of any obligations or responsibilities with regard to health and safety responsibilities.

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.

Before commencement of work under the contract the Contractor shall:

1. Enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.
2. Submit a Health and Safety Plan to the Employer 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.
3. Submit a risk assessment of the contract works as part of the Health and Safety Plan and which is to include;
 - Identification of the risks and hazards;
 - Analysis and evaluation of the risks and hazards identified;
 - A documented plan of safe work procedures;
 - A monitoring plan; and
 - A review plan.

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 on completion of construction.

Failure by the Contractor to comply with safety requirements will entitle the Employer to reduce payment of the relevant Bill of Quantity items and/or order a temporary halt of work within the affected areas until the specified requirements are met, without any extension of time being granted and without any additional payment

Refer to CWD01 HS Health and Safety Specification in the Particular Specification Document.

A Pro-Forma Health and Safety plan must be submitted with the Tender.

Before commencement of work under the contract the Contractor shall:

1. Enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.
2. Submit a Health and Safety Plan to the Employer 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.

Full health and safety file to submit before any work will commence on site (including but not limited to):

- Details of Company Director & Contact Details
- Full-Time Supervisor Appointment Letter
- Safety Officer / Representative
- First Aiders Appointment + competent certificates
- Risk Assessor Appointment+ competent certificates
- Identification of the risks and hazards;
 - (ii) Analysis and evaluation of the risks and hazards identified;
 - (iii) A documented plan of safe work procedures;
 - (iv) A monitoring plan; and
 - (v) A review plan.
- Registration with Department of Labour (DOL)
- Valid Letter of Good standing with Compensation Commissioner
- Valid Letter of Good standing with Department of Employment and Labour
- Copy Risk Assessment / method statements
- Copy of Site Safety Inspection Document / Sheet
- Health and safety plan

- OHS Act Section 37(2) Mandatory agreements (signed by Company Director)
- Contractor appointment letter CR7(1)(c)(v)
- Medical fitness certificates of all staff
- All staff ID
- CV's of all relevant personal
- Safe working procedures
- Emergency procedures
- Registers
- Toolbox talks
- Blasting:
 - o Blasters Registration -manager (ER12(6)(c),
 - o Registration of blasting company (ER4(8)/ER13(6)(a))
 - o CV of appointed blaster & blaster manager
 - o Schedule license for blasting – ER 12(1)
 - o Blasting permits (ER4(5))
 - o Blasting Method Statement
 - o Blasting employee's competency certificates
 - o Blasting plan
 - Example of Blasting notification to members of the public (ER12(4)(a)(i))
 - pre blast photographic reports
- Explosives:
 - o Certification of registration from SAPS
 - o Permit to transport explosives (Temporary transport Permit)
 - o Safe handling of explosives
 - o Explosives licence (ER4(1))
 - o Schedule licence for explosives (ER 4(3)(a))
 - o Explosives manager appointment
 - o Risk Assessment - Explosives (transport & usage) and blasting process

All vehicles and plant must be operated and maintained according to Construction Regulation 23.

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 on completion of construction.

PS 7.2 Audits

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.

The Employer will monitor compliance by the Contractor with the Health and Safety Policy by means of Audits, and may give instructions for improvements.

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.

PS 7.3 Works Health and Safety Committee

For the purpose of implementing and monitoring the Health and Safety Plan the Contractor shall put in place a Health and Safety Committee.

The Committee shall meet at least at monthly intervals. Minutes of the meeting shall be kept by the Contractor and copied to Employer within 7 days of the meeting.

PS 7.4 Health and Safety Officers

The Contractor shall appoint a full time permanent Health and Safety Officer on the commencement of the works. On the commencement of shift working he shall appoint at least one deputy with the same duties. The Health and Safety Officer and his 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.

PS 7.5 First Aid Provisions

The Contractor shall provide a first aid station. The Contractor shall institute and operate a basic first aid training programme 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.

PS 7.6 Accident Reporting

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 practical but not later than 12 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.

PS 7.7 Workman's Compensation Act

By accepting the Contract, the Contractor warrants that all his and his Sub-Contractor's 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.

PS 8. ENVIRONMENTAL REQUIREMENTS

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.

PS 8.1 General

The main project, Raising of Clanwilliam Dam, has been environmentally authorised under a Record of Decision (ROD)/ Environmental Authorization. The ROD requires that all activities conducted by the Main Dam Contractor and Contractors/Sub-contractors are within the framework of the Environmental Management Plan (EMP) and Rehabilitation Specifications (RS) of the Site. This document is available from the Employer.

The Contractor and his staff must be familiar with the EMP & RS and execute the project in such a way that it complies with the requirements of the EMP and RS. The Employers Agent will regularly inspect the Contractor's Contract

site. In the event that the Contractor does not comply with the requirements the deviation must be rectified as recommend by the Employers Agent at the Contractor's cost.

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 any of the environmental protection measures adequately. The costs of such suspension shall be to the Contractor's account.

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.

In regard to the slimes produced in washing the sand: Any effluent/dirty water that is produced must be purified/cleaned to acceptable standards as noted in the environmental documentation. The to-be appointed contractor carries full responsibility.

In regard to the responsibilities of the contractor to rehabilitate the stockpile areas/waste rock/ overburden/ unsuitable material and slimes:

Stockpile areas 1 and 2 are below the full supply area of the raised dam.. The quarry slopes were prescribed in the tender specifications. The developed quarry will become part of the future dam basin area on condition free drainage must always be possible. Department of Water and Sanitation (DWS) will be responsible for rehabilitating stockpile floors for Stockpiles 3 and 4.

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.

These shall include:

- Pollution prevention measures;
- Settlement pond design and location; and
- Design of access roads outside the works area.

PS 8.2 Temporary Services and Facilities

All fuel storage tanks shall be bunded to 110 % of the total storage capacity. Fuel dispensing areas and workshop areas shall be provided with concrete slabs draining to oil separators. This will also apply to other areas with pollution potential.

Vehicle cleaning shall be undertaken in designated wash bays, which have an impermeable floor and are bunded to contain runoff and direct in onto a sump. Oil and diesel will be skimmed off the sump water and recycled or disposed of in the correct manner. The design and layout of this sump shall be submitted to the Employer for approval before construction commences. Drip trays should be made from metal and fixed

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.

PS 8.3 Protection of Rivers, Streams and Watercourses

All rivers, streams and watercourses shall be protected from direct or indirect spills of pollutants such as garbage, sewage, cement, oils, fuels, chemicals, aggregate tailings, wash and waste water or organic material resulting from the Contractor's activities. In the event of a spill prompt action shall be taken to clear polluted or affected areas.

The Contractor shall not work within streams, watercourses and wetlands without the written approval or as required for the execution of the work.

PS 8.4 Refuse and Waste Control

The management of solid waste on site shall be strictly controlled and monitored. The Contractor shall adhere to and implement the following:

- Labelled recycling bins shall be used and waste separated where possible. In addition, a recycled-material collection schedule shall be established and the bins shall be collected regularly;
- Eating areas for the construction staff shall be designated and supplied with waste bins to control litter;
- No on-site burying or dumping or unauthorised burning of any waste materials, vegetation, litter or refuse shall occur;

Solid waste shall be disposed of off site, at an approved landfill site. The Contractor shall supply the Employer with a certificate of disposal; and waste shall be separated into domestic waste, building/construction rubble, scrap metal, oil and grease and hazardous waste and dealt with in the following manner:

- **Domestic waste**
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.
- **Organic waste**
Refuse from food preparation and eating areas shall be collected and removed daily. Organic waste shall be disposed of as per Domestic waste.
- **Building/Construction waste**
Inert building/construction rubble shall be disposed of by burying in the dam basin in borrow pits, at a site and in such a way as approved by the Employer.
- **Scrap metal**
Scrap metal shall be disposed of offsite.
- **Used oil and grease**
Used oil and/or grease shall be removed from site and sold to an approved used oil recycling company. The certificate thereof shall be placed on file on site.
- **Hazardous waste**
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.
- **Recycling**
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.

PS 8.5 Protection of Flora

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.

PS 8.6 Protection of the Fauna

The Contractor shall protect fauna living within the Site and shall ensure that 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. No fishing is permitted on site.

The use of pesticides is prohibited unless approved by the Employer.

PS 8.7 Preservation of Topsoil

The Contractor shall get approval from the Employer before the removal of any topsoil. The top soils will be stored in designated areas.

PS 8.8 Erosion Control and Storm Water Management

The Contractor shall include in his/hers works layout of the site works measures to prevent erosion resulting from his actions on the site. The Contractor shall take appropriate and active measures to prevent erosion resulting from his works, operations and activities which shall be agreed with the Employer even when such potential erosion may take place or occur beyond the limits of the Site because of the actions of the Contractor.

PS 8.9 Designated Quarry Rehabilitation

The application for the development of the designated quarry was approved by the Department of Mineral Affairs with the following conditions that will be the responsibility of the Contractor:

- I. Progressive mining must take place to allow for concurrent vegetation;
- II. Soil erosion measures must be in place until such time the vegetation is established;
- III. All runnels and erosion channels must be backfilled and stabilized;
- IV. A shade net screen may be required for the area around the quarry and crusher.
- V. Ensure the adequate fencing or demarcation is in place until such time the desired rehabilitated state is reached. In this case fences can be removed once the appropriate sloping and re-vegetation has been completed;
- VI. The eradication and prevention of the establishment of alien plants and invasive species through the application of reasonable measures to control and eradicate any alien invasive species;
- VII. The site clean-up must be done regularly during mining. All domestic waste must be placed in litter bins and as such waste must be disposed of at registered landfill site;
- VIII. At least 300 mm topsoil (including rocky material) must be stored for re-use during rehabilitation;
- IX. All hazardous substances (such as fuel and contaminated soils) must be stored in secure, safe and weatherproof facilities, underlain by a bunded area;
- X. The borrow pit side walls slope should have an overall batter of 1V:1H with 2m wide benches every 5m of vertical height with sub vertical faces; and
- XI. The final surface level must be shaped to facilitate free draining areas and prevent ponding of surface runoff.

PS 8.10 Fine aggregate borrow areas

The Contractor will be responsible for obtaining a mining permit, getting environmental approval, implementation of the Environmental Management plan as approved by the relevant Authority and getting a closure certificate on completion of the work.

PS 9 INFORMATION TO BE SUBMITTED WITH BID

The following information must be submitted with the tender to evaluate the ability of the Contractor to perform the work according to specification.

1. A layout of proposed crushing facilities must be submitted with tender. (C4.3)
2. The dimensions and capacity of the Weigh bridge must be submitted with tender. (C4.4.10)
3. Preliminary Method statements will full details concerning the methods, equipment and materials will be required for the following at tender stage; (PS4.2).
 - a. The Drilling and Blasting of the material.
 - b. The Crushing of the materials
 - c. The acquirement, processing, stockpiling and transport of fine aggregate.
4. Tendered contract program (PS 3.1) (Tendered construction rates

5. A Pro Forma Quality Management system with intended Inspection and test plans for the aggregates and the intended standard forms for test result reporting must be submitted with the tender. (PS5)
6. A Pro-Forma Health and Safety Policy with Codes of Practices must be submitted with the Tender. (PS7)

C3.3 PARTICULAR SPECIFICATIONS

In addition to the Standard Specifications the following particular Specifications shall apply to this contract and are bound in hereafter:

PO6	QUARRY FOR NATURAL MATERIALS
PO7	SPECIFICATION FOR NATURAL MATERIALS FROM QUARRY
CWD 01SC	GENERAL
CWD 01HS	HEALTH AND SAFETY
CWD 23	DRILLING
CWD 65	OCCUPATIONAL HEALTH AND SAFETY
CWD 67	ENVIRONMENTAL
CWD 68	LOCAL SOCIO-ECONOMIC PARTICIPATION AND DEVELOPMENT
EMP	ENVIRONMENTAL MANAGEMENT PLAN
CWDQR	CLANWILLIAM DAM QUARRY REPORT (December 2006)" and
CWDGR	CLANWILLIAM DAM SECOND ENGINEERING GEOLOGICAL REPORT FOR QUARRY FINAL

- **NB: All relevant Particular Specifications in electronic format, will be made available on the site briefing**
- **If the bidder requires copies of the Particular Specifications in electronic format before the site briefing, please contact Manfred Röhrs for an Electronic PDF copy.
RohrsM@dws.gov.za**



DEPARTMENT OF WATER AND SANITATION

DWS05-1022 WTE

THE DEVELOPMENT OF AN ONSITE QUARRY AND PRODUCTION OF AGGREGATES TO BE SUPPLIED FOR THE CLANWILLIAM DAM IN THE WESTERN CAPE

C4: SITE INFORMATION

Contents

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C4.1 DESCRIPTION OF THE PROJECT

The raising of Clanwilliam Dam, which will be the first phase of the Olifants-Doorn River Water Resources Project (ODRWRP), will increase the yield of the dam by about 70 Mm³ per annum to augment the water supplies to the Olifants River irrigation scheme situated in the north-western part of the Western Cape province, as well as to assist in the development of resource-poor farmers.

Clanwilliam Dam is located on the Olifants river, in the Western Cape, approximately 2 km south west of the town of Clanwilliam. The original dam was constructed in 1932-1935 (38m high from the base). The existing structure is a concrete gravity dam, consisting of a controlled ogee gravity spillway with 13 vertical crest gates. The length of the wall is 255 m. The total spillway length is 117,58 m, including the piers between the gates. The dam was raised in 1964 with vertical crest gates. Tensioned cables were supplied to ensure stability of the dam wall.

Currently water is released downstream via the Olifants River to Bulshoek weir from where the water is diverted into the dilapidated irrigation canal situated on the left bank. Water is also released from the existing outlet works situated on the right bank into an irrigation canal situated on the right bank, to the pump station on the right bank supplying water to the town of Clanwilliam, and to the hydropower plant situated downstream on the right bank.

The feasibility investigation for raising the dam was completed at the end of 2007 and the Record of Decision (ROD) was issued on 12 May 2009 by the Department of Environmental Affairs. Approval by the Minister for raising the dam by 13 m was issued on 18 August 2010.

In order to comply with current dam safety standards, the Department of Water and Sanitation is also required to implement remedial measures with the raising in the height of the dam wall.

The raised dam wall will be approximately 370 m in length and 49 m in maximum height. At full supply level the reservoir will cover a surface area of approximately 2 022 ha and capacity of 344,3 million cubic metre. The works include addition of concrete on the downstream side, extending the apron, construction of a free standing intake tower, river outlet control house, a power generating house, short tunnel and coffer dam works on the upstream side, as well as various other pipe outlet structures on the downstream side. This work must be done without interfering with the day to day operation of the dam.

C4.2. THE SITE CONDITIONS

C4.2.1 Location and access to site

The dam site is situated on the Olifants River, in the Western Cape, approximately 2 km South- West of Clanwilliam town in the Western Cape province. -32°11'07.2" South; 18°52'24.1" East

The site is immediately next to the N7 and accessed through a controlled gate. The gravel site roads will be regularly maintained but could get challenging under abnormal rainfall conditions.

C4.2.2 Weather

The Clanwilliam Dam site is situated in the Western province in the winter rainfall region with hot summers and cold wet winters. Average summer maximum and minimum temperatures are in the order of 39°C and 11°C respectively. Corresponding winter temperatures are 31°C and 4°C.

Relevant detailed meteorological information was obtained for the site from Weather Station No 00846710 at Clanwilliam dam, situated at RL 103 m. Average monthly minimum and maximum temperatures obtained from that station are listed in Table 1. These records will be used for tender purposes and will be compared to information from a weather station to be installed at the dam site before construction commence. The prevailing wind direction(s) is South East and North West.

Table 1: Average Minimum and Maximum Temperatures (°C) Measured at Clanwilliam

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Max	41	40,5	39	37	32	27	26	29	33	35	40	41
Min	13,5	13	11	8	5	3	2	2,5	5	7	10	12

The Clanwilliam Dam catchment has a mean annual precipitation (MAP) of 575 mm. The area has a winter rainfall pattern.

C4.2.3 General Geological Conditions

The Clanwilliam Dam is underlain by the Skurweberg Formation, Nardouw Subgroup of the Table Mountain Group, which comprise of thickly bedded, medium to coarse grained sandstone. The dam is located in a major synclinal structure within the western arm of the Cape Fold Belt, which, apart from the history of deformation and folding, is also associated with large scale faulting.

The foundation geology comprises quartzitic sandstone which is characterised by minor interbedded siltstone horizons. The overall structure of the founding rock mass is governed by the bedding which, on the left flank and within the river section, dips at angles between 10° and 20° in a downstream direction, but on the right flank dips slightly out of the slope (also at shallow angles). On the upper left flank the rock mass is generally slightly weathered but highly weathered horizons are also present; the mid flanks are mainly slightly weathered, and the strata within the river section generally slightly to moderately weathered, hard rock to very hard rock. The right flank similarly mainly comprises slightly too moderately weathered strata. Numerous highly weathered, medium hard to soft rock and sandstone horizons also occur. The interbedded siltstone horizons typically comprise medium hard rock to soft or very soft rock, and are even weathered to clay in places.

Packer (Lugeon) tests revealed the founding rock mass on the left flank to generally be impervious. Highly pervious zones were recognised within the river section but the rock mass was otherwise impervious.

For detail information see “The Second Engineering Geological Report for design of Clanwilliam Dam raising” is attached under Section C5: SITE INFORMATION

C4.3 FACILITIES PROVIDED BY EMPLOYER to CONTRACTOR

C4.3.1 Contractors Yard and Site Facilities

The contractor must establish his yard and works within the boundary of the demarcated quarry and the area at Stockpile area 3. The use of this Stockpile area 3 would have to be motivated and it must also be noted that there are fruit trees directly next to the Stockpile Area 3. Any dust or other nuisance would be for the Contractors account.



The only other area would be at Stockpile area 3(see photo previous page). The use of this area would have to be motivated and it must also be noted that there are fruit trees directly next to the Stockpile Area 3. Any dust or other nuisance would be for the Contractors account.

It would be preferable that the crusher is erected next to the quarry.

There are designated areas to store the overburden removed from the quarry area, material can be stockpiled inside the dam basin directly opposite the quarry. Indicated as Area 6 below.



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

C4.4.1 Electrical Power and Distribution

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

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

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

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

C4.4.2 Water Supplies

If raw water from the dam is required, it will have to be metered and paid for by the Contractor after obtaining an abstraction point from Department of Water and Sanitation (DWS): Western Cape Water Use in terms of National Water Act Section 21(a). A record of abstraction must be kept on a daily basis and must be submitted on a monthly basis with the Contractor's returns.

Failure or interruption of any source of water shall not relieve the Contractor of any of his obligations under the Contract.

C4.4.3 Communications

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

C4.4.4 Accommodation and Site Facilities

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

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

No informal housing or squatting will be allowed on site.

C4.4.5 Laboratory

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

C4.4.6 Resting and eating areas

The contractor shall provide sufficient and suitably positioned areas for use by his workers on site during resting and eating periods. Sufficient refuge bins, tables and seating must be provided. Existing and new permanent structures for the raised dam wall may not be used as resting and eating areas.

C4.4.7 Sanitation and cleaning

The Contractor shall provide at or within 200m of each work place chemical toilet facilities with toilet paper, potable water, soap and towels together with industrial soaps and barrier creams as appropriate. He shall maintain them in a clean and sanitary condition and shall take all necessary precautions to prevent pollution

of the Site. The sewage will be disposed of at a registered disposal facility and the disposal certificate will be kept on record.

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

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

C4.4.8 Access control and security

The Employer will be responsible for access control and security for the site. The Contractor will abide by the access control measures. The Contractor is responsible for the safe guarding and protection of his own contractor's yard and his equipment and plant on site. The Employer does not take any liability for the Contractor in terms of security what so ever.

C4.4.9 Resting and eating areas

The contractor shall provide sufficient and suitably positioned areas for use by his workers on site during resting and eating periods. Sufficient refuse bins, tables and seating must be provided. Existing and new permanent structures for the raised dam wall may not be used as resting and eating areas.

C4.4.10 Weighbridge

The Contractor will supply, install, commission (including certification) and maintain a weigh bridge for the duration of the main contract. The weighbridge will also be used to weigh other products for the Employer at no extra cost for the duration of the main contract where after it must be removed.

The weighbridge will have an accuracy of at least 50kg at full load. It will be long enough to accommodate a Cement tanker with a bogey or the longest delivery vehicle of the crusher products, whichever is the longest. It will be at least 3m wide and able to weigh up to 70 Tons. The weighbridge shall be installed at ground level (not below).

A suitable cabin with the software, computer, printer and operator will be supplied and maintained for the duration of the main contract. A six monthly (at least) certification by an accredited firm will be done for the weigh bridge and the documentation provided to the Employer.

The Contractor must supply the dimensions and capacity of the Weighbridge he will supply at tender stage.

C4.4.11 Anti-intruders Fencing

The contractor will be required to erect 650m of 1.8m high anti intruder fence. The fence will consist of normal straining and corner posts as well as intermediaries. It will have a diamond mesh tied to 6 strand fence and a three strand barbed wire overhang around the Quarry area that will depict your area of jurisdiction and under your control. An appropriate access gate must also be installed at the entrance to the area.

C4.5 CLIMATIC CONDITIONS

C4.5.1 Rainfall data

The rainfall data to be used for extension of time arising from abnormal rainfall is presented in the table: rainfall record.

Table: Rainfall Record

Rainfall Station No:00846710 Clanwilliam

Period: 1992-2012

Month	AVE	STD DEV	N DAY RAIN	NUM MON	MAX R DAY	MAX RAIN DATE
January	0,0	0.26	0,05	19	13,8	5/1/2004
February	0,25	0.53	0.11	20	10,8	23/2/2010
March	0,45	0.89	0.14	20	29	26/3/1997
April	0,85	1.38	0.33	20	21.4	26/4/2007
May	2,05	3.05	0.76	19	25	8/5/1998
June	3,03	3.98	1.35	18	54.5	8/6/1997
July	2,67	3.23	1.05	18	29.4	26/7/2007
August	2,03	2.80	0.58	18	27.8	18/8/2003
September	0,95	1.35	0.37	18	11.5	12/9/1996
October	0,52	0.91	0.22	18	12.6	19/10/2011
November	0,67	1.16	0.21	18	29.4	8/11/2009
December	0,52	1.11	0.21	18	19.6	24/12/2007

Explanation of headings:

'AVE' represents the average rainfall for the month = R_n

'STD DEV' represents the standard deviation from the normal

'N DAY RAIN' represents the average number of rain days per month exceeding 10 mm = N_n

'NUM MON' represents the number of months used in the calculation

'MAX R DAY' represents the maximum rainfall that occurred over a 24-hour period (08:00-08:00)

'MAX RAIN DATE' represents the date on which the maximum 24 hour rainfall occurred

C4.5.2 Extension of time arising from abnormal rainfall

No extension of time will be entertained for rainfall. No climatic claim to be entertained.

C4.6 TENDER DRAWINGS

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

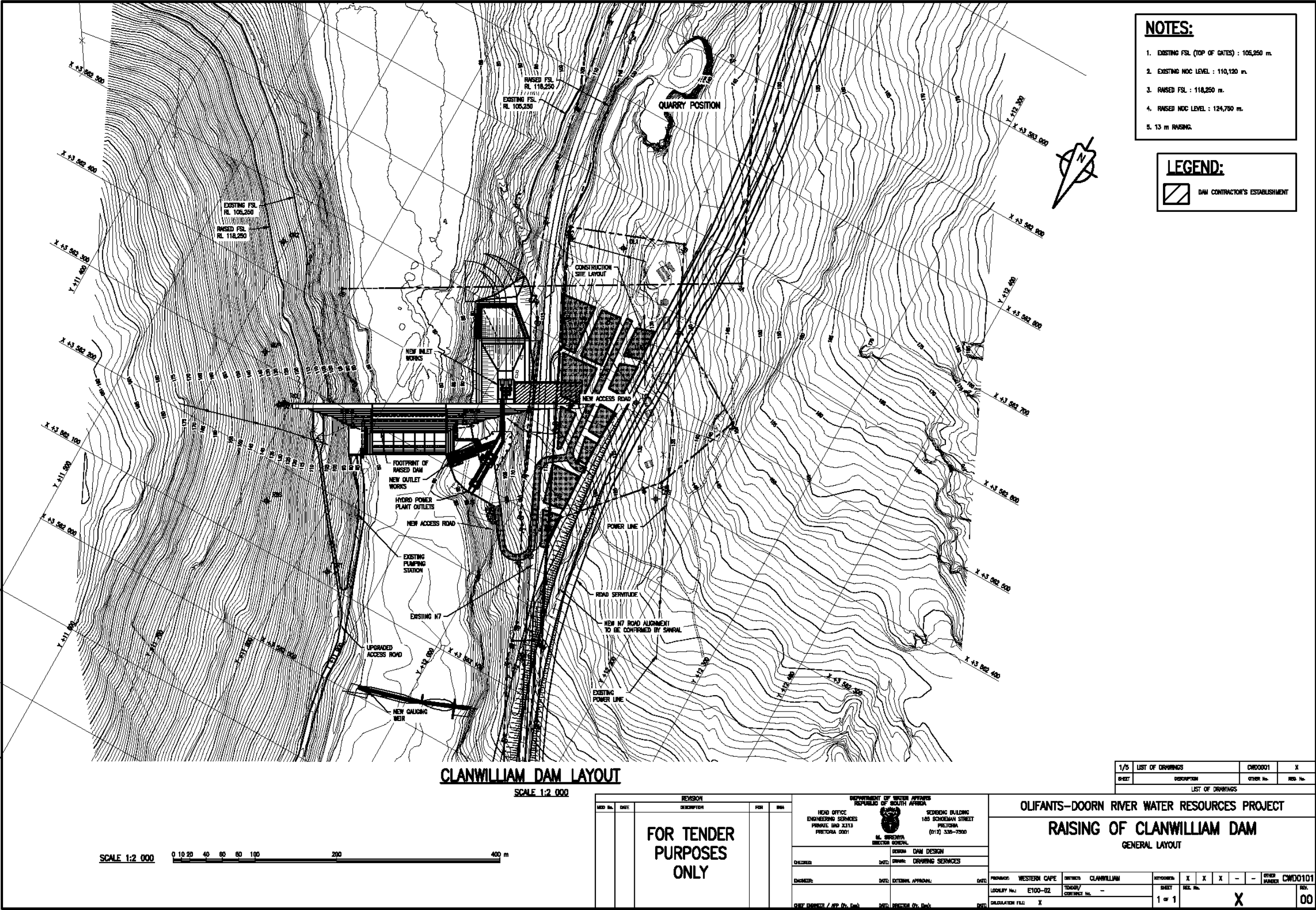
The work shall be carried out in accordance with the latest available revision of the drawings approved for construction (AFC)

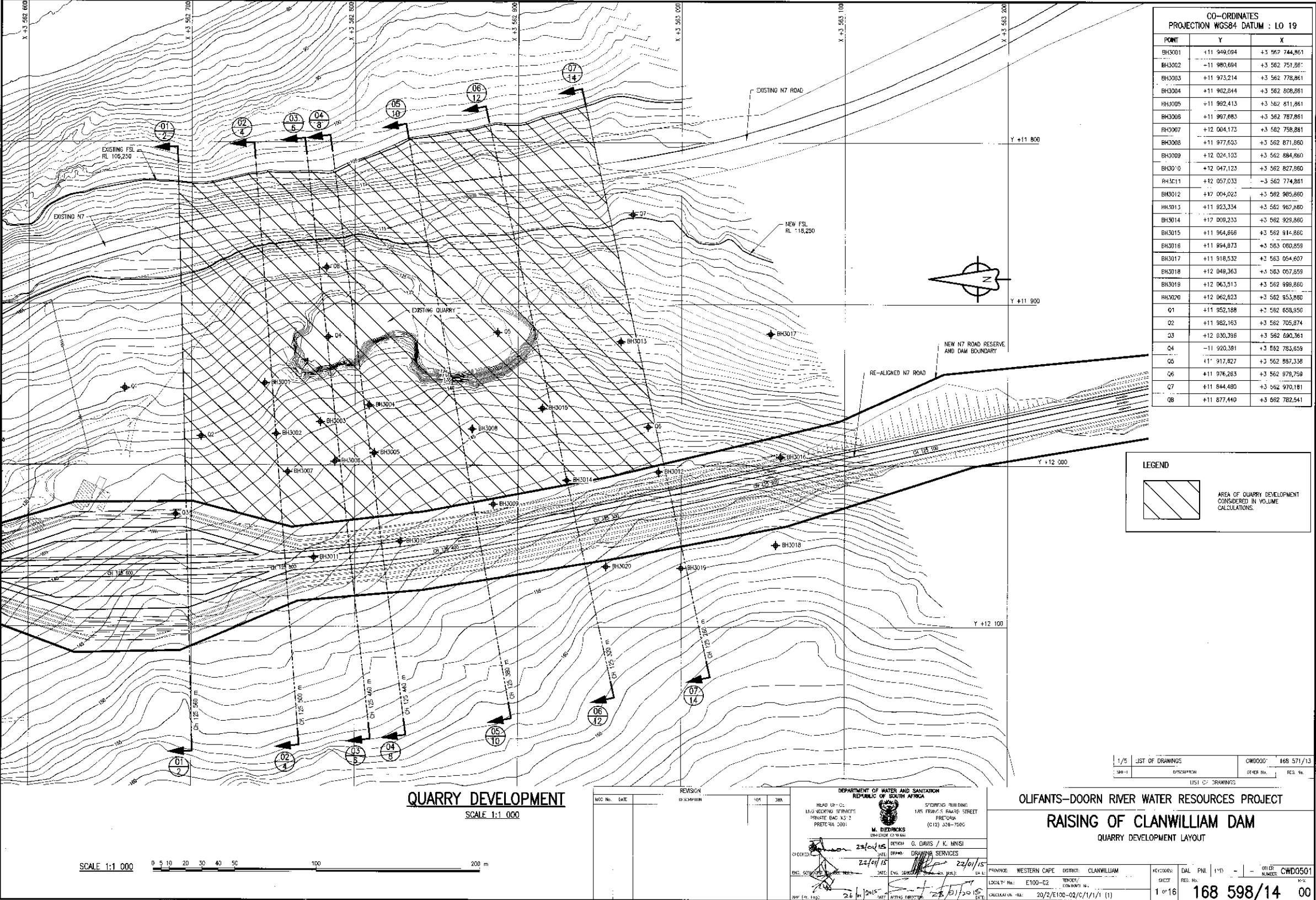
At commencement of the contract, the Engineer shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time there after during progress of the works, the Engineer may issue further drawings for construction purposes as may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

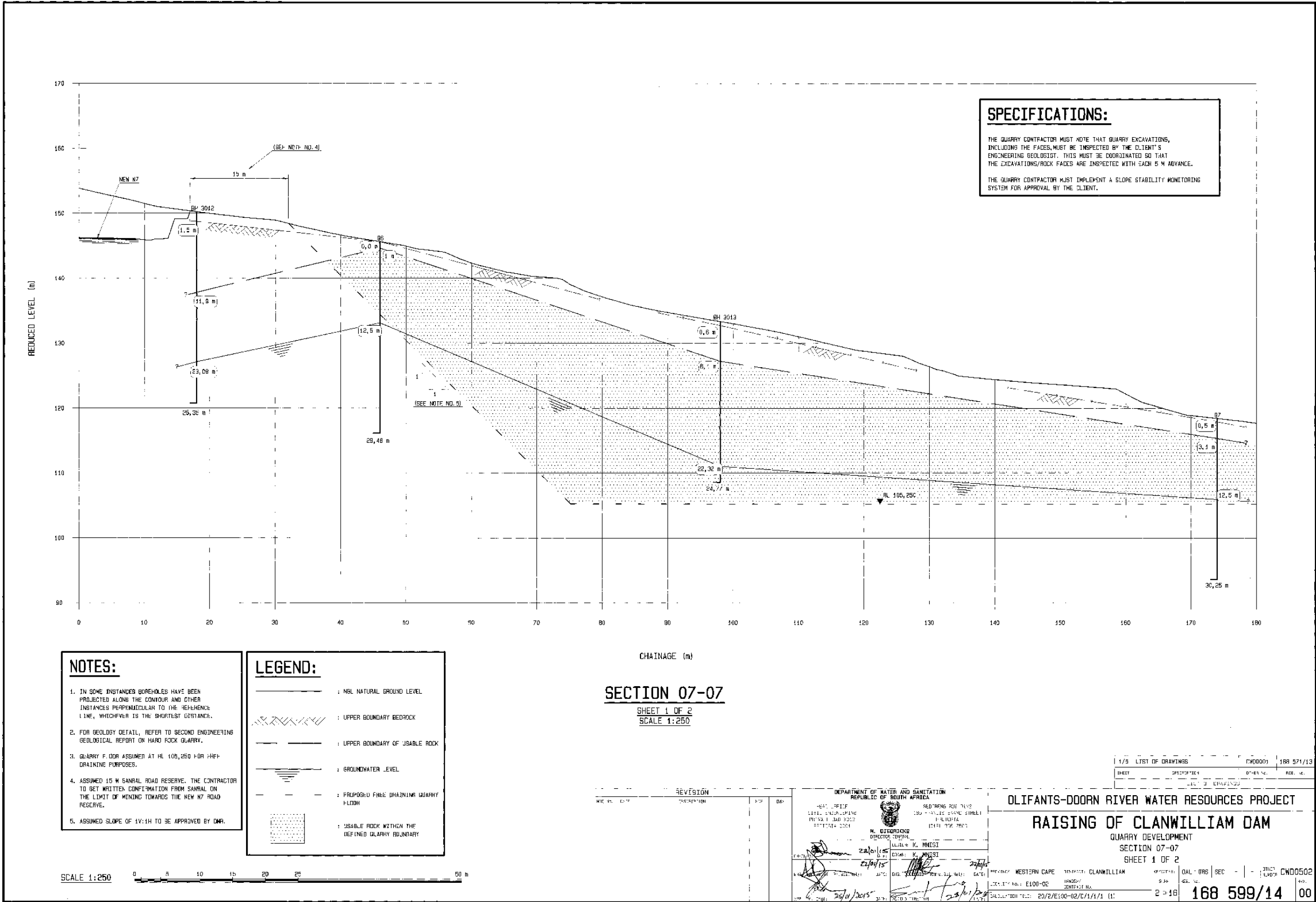
All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

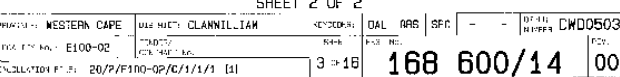
LIST OF DRAWINGS

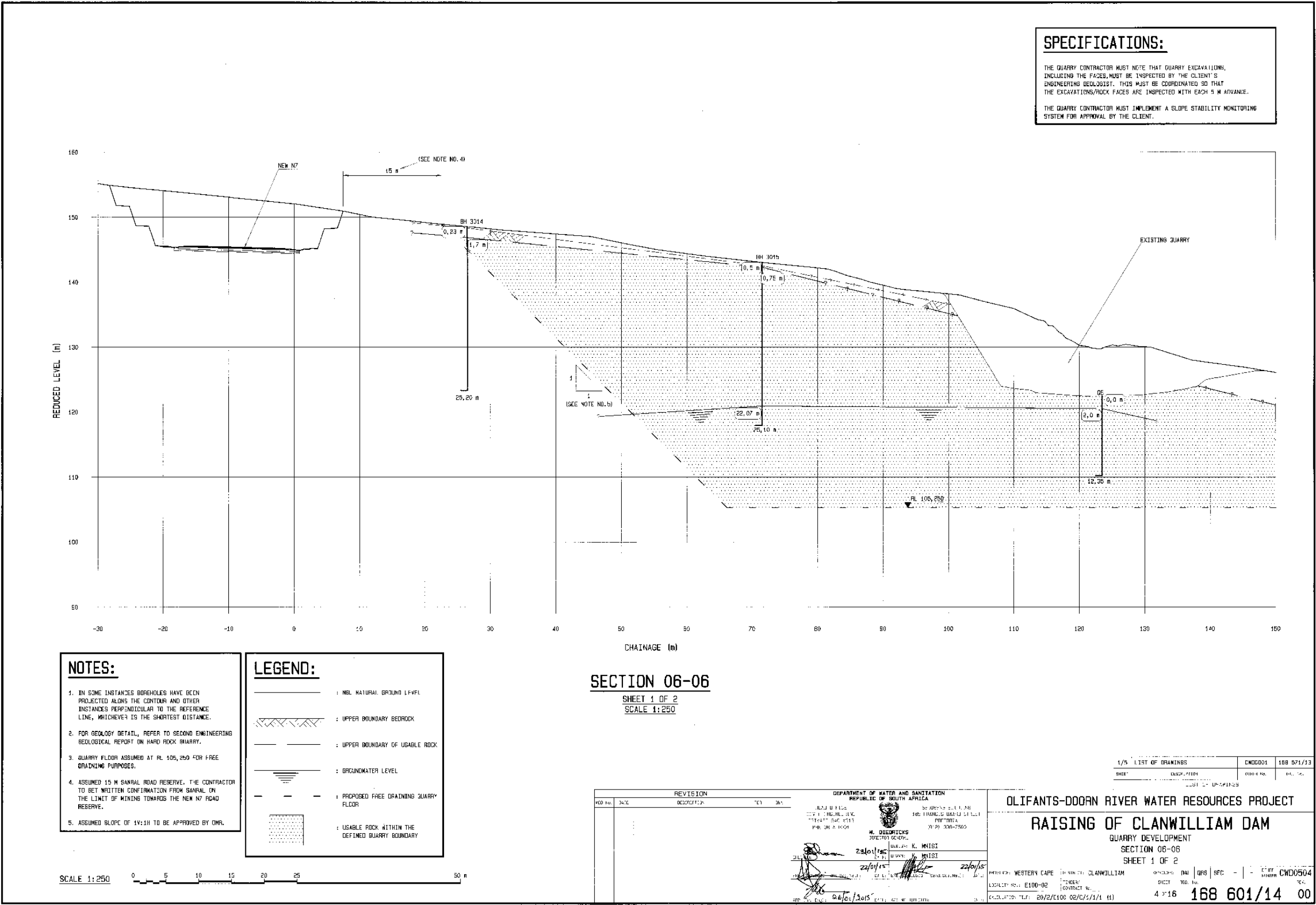
DRAWING NR	TITLE
CWD 0101	General Layout
CWD 501	Quarry Development Layout
CWD 502	Quarry Development Section 07 – 07(1)
CWD 503	Quarry Development Section 07 – 07(2)
CWD 504	Quarry Development Section 06 – 06(1)
CWD 505	Quarry Development Section 06 – 06(2)
CWD 506	Quarry Development Section 05 – 05(1)
CWD 507	Quarry Development Section 05 – 05(2)
CWD 508	Quarry Development Section 04 – 04(1)
CWD 509	Quarry Development Section 04 – 04(2)
CWD 510	Quarry Development Section 03 – 03(1)
CWD 511	Quarry Development Section 03 – 03(2)
CWD 512	Quarry Development Section 02 – 02(1)
CWD 513	Quarry Development Section 02 – 02(2)
CWD 514	Quarry Development Section 01 – 01(1)
CWD 515	Quarry Development Section 01 – 01(2)
CWD 516	Quarry Development Layout with rating of individual boreholes

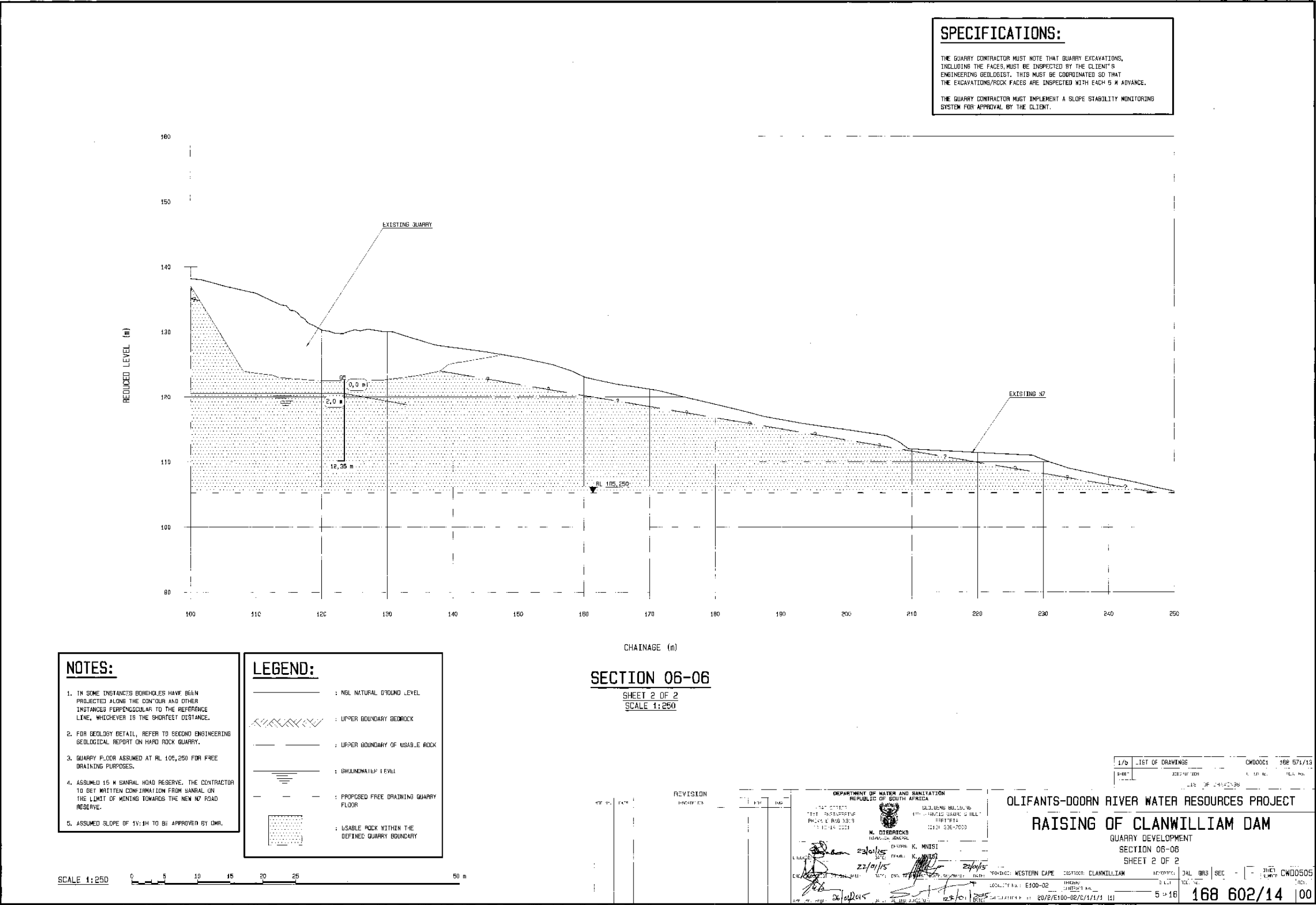




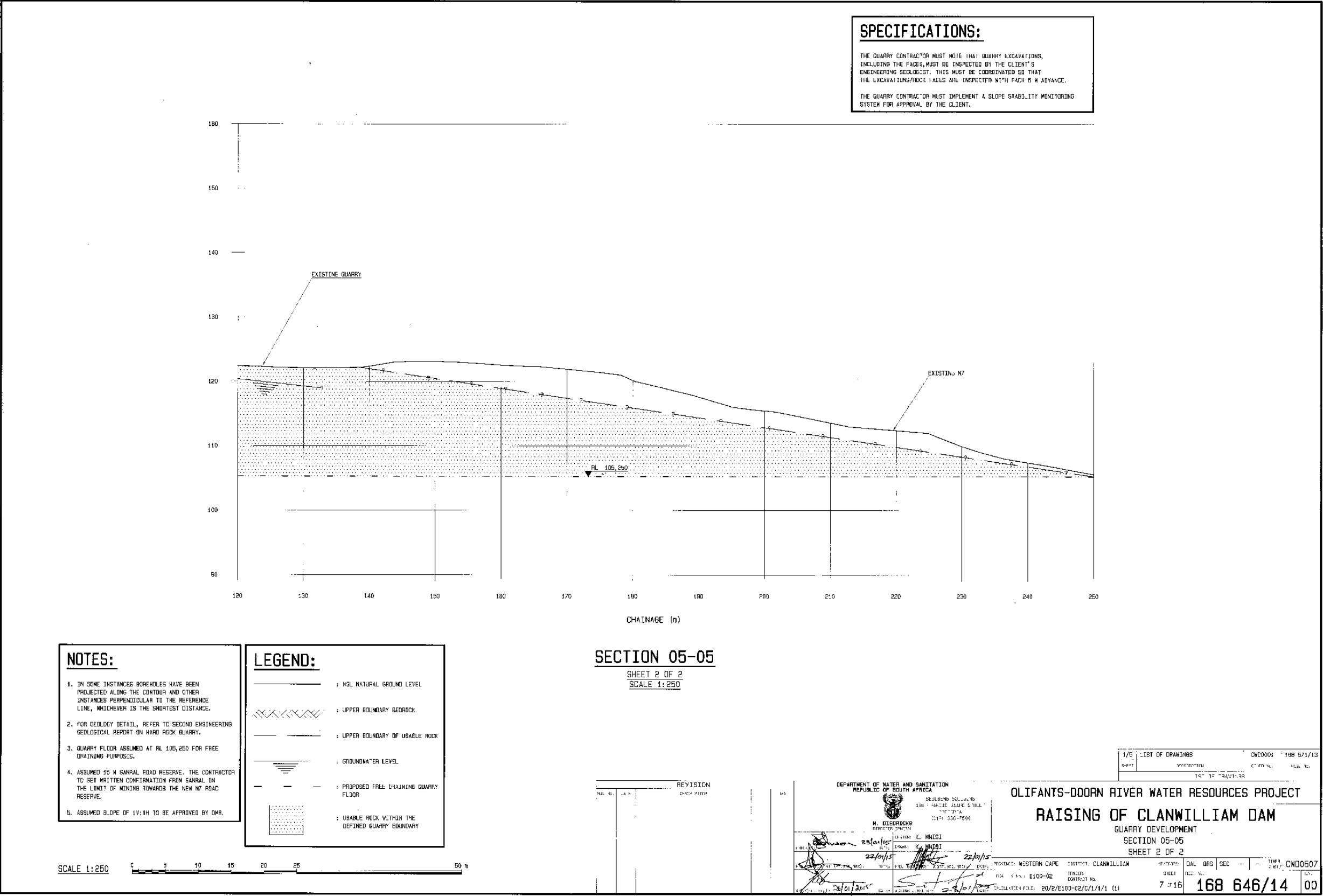


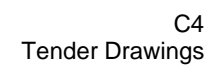


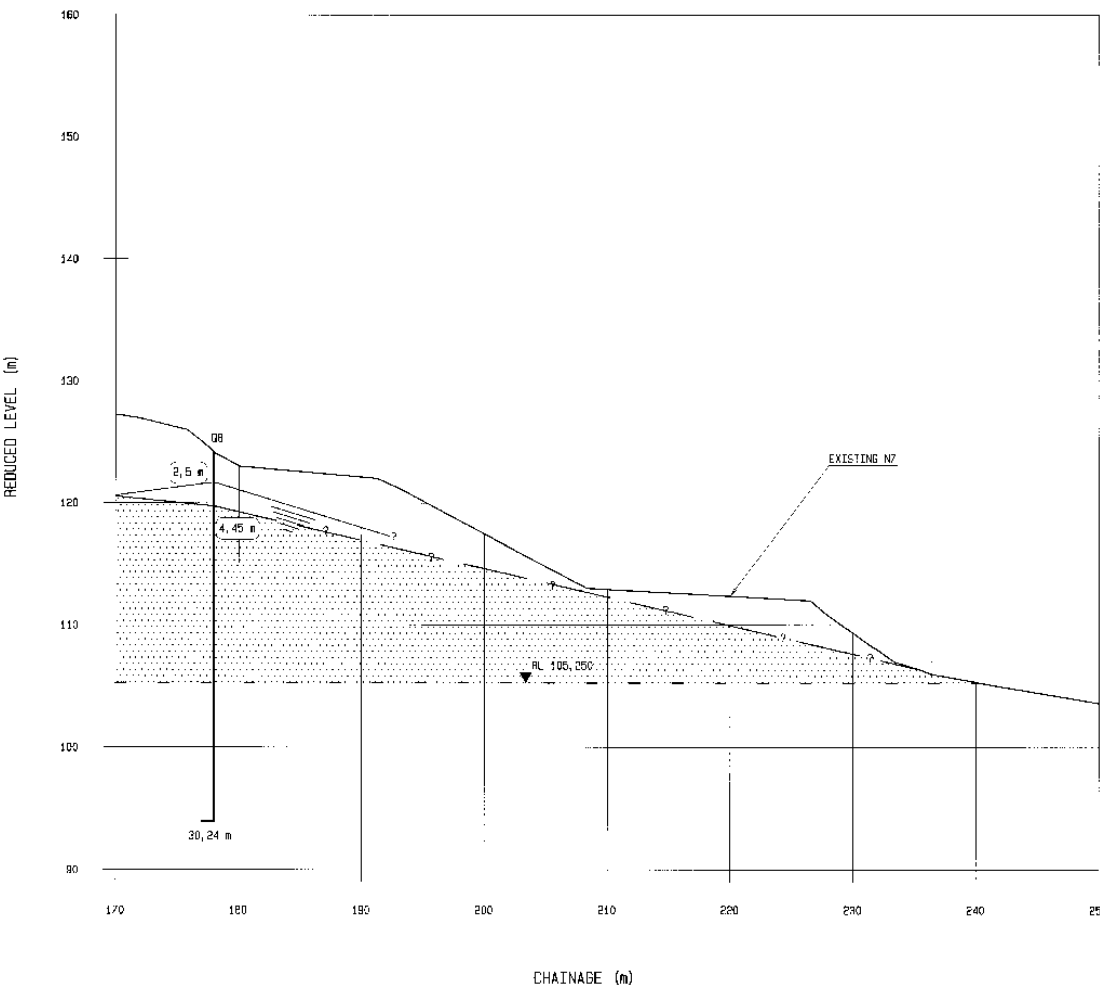












SPECIFICATIONS:

THE QUARRY CONTRACTOR MUST NOTE THAT QUARRY EXCAVATIONS, INCLUDING THE FACES, MUST BE INSPECTED BY THE CLIENT'S ENGINEERING GEOLOGIST. THIS MUST BE COORDINATED SO THAT THE EXCAVATIONS/ROCK FACES ARE INSPECTED WITH EACH 5 M ADVANCE.

THE QUARRY CONTRACTOR MUST IMPLEMENT A SLOPE STABILITY MONITORING SYSTEM FOR APPROVAL BY THE CLIENT.

NOTES:

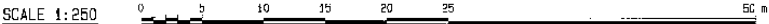
1. IN SOME INSTANCES BOREHOLES HAVE BEEN PROJECTED ALONG THE CONTROLS AND OTHER INSTANCES PERPENDICULAR TO THE REFERENCE LINE, WHICHEVER IS THE SHORTEST DISTANCE.
2. FOR GEOLOGY DETAIL, REFER TO SECOND ENGINEERING GEOLOGICAL REPORT ON HARD ROCK QUARRY.
3. QUARRY FLOOR ASSUMED AT PL 105,260 FOR FREE DRAINING PURPOSES.
4. ASSUMED 15 M SANRAL ROAD RESERVE. THE CONTRACTOR TO GET WRITTEN CONFIRMATION FROM SANRAL ON THE LIMIT OF MINING TOWARDS THE NEW N7 ROAD RESERVE.
5. ASSUMED SLOPE OF 1V:1H TO BE APPROVED BY DMR.

LEGEND:

-
- (a) : NEEL NATURAL GROUND LEVEL
- (b) : UPPER BOUNDARY BEDROCK
- (c) : UPPER BOUNDARY OF USABLE ROCK
- (d) : GROUNDWATER LEVEL
- (e) : PROPOSED FREE DRAINING QUARRY FLOOR
- (f) : USABLE ROCK WITHIN THE OFFICED QUARRY BOUNDARY

SECTION 04-04

SHEET 2 OF 2
SCALE 1:250

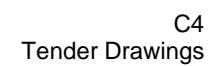


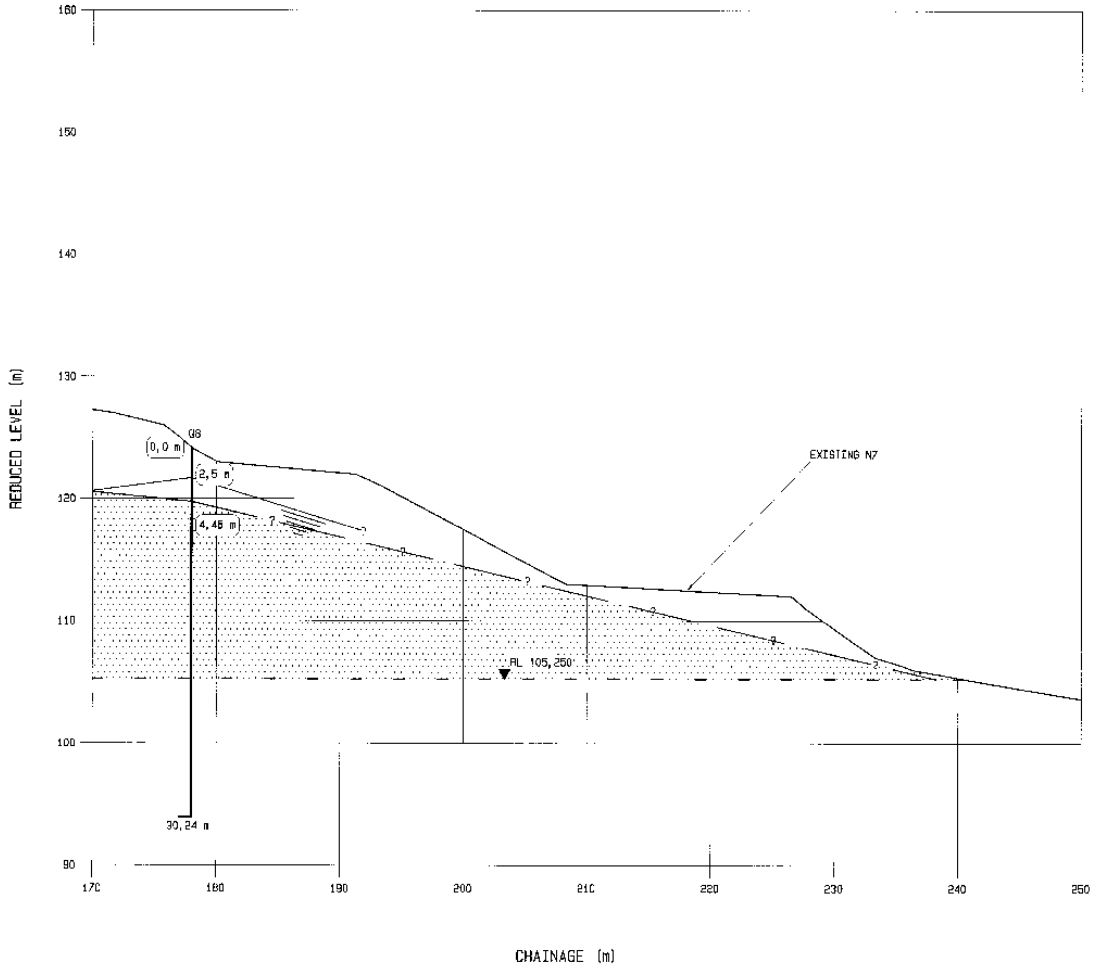
1/5	LIST OF DRAWINGS	CM00001	188 b/1/13
SIR	TO: Mr. J. B.	Mr. B.	Mr. B.

LIST OF DRAWINGS

OLIFANTS-DOORN RIVER WATER RESOURCES PROJECT
RAISING OF CLANWILLIAM DAM
QUARRY DEVELOPMENT
SECTION 04-04
SHEET 2 OF 2

FROM: WESTERN CAPE	SUBJ: CLANNILLIAM	CORR: DAL	QRS	SEC	- -	C OF J/JEC7	CWD0509
INFO: E100-02							
DATE: 20/2/E100-02/C/1/1/1 (1)		9	16	168	648/14		00





SPECIFICATIONS:

THE QUARRY CONTRACTOR MUST NOTE THAT QUARRY EXCAVATIONS, INCLUDING THE FACES, MUST BE INSPECTED BY THE CLIENT'S ENGINEERING GEOLOGIST. THIS MUST BE COORDINATED SO THAT THE EXCAVATIONS/ROCK FACES ARE INSPECTED WITH EACH 5 M ADVANCE.

THE QUARRY CONTRACTOR MUST IMPLEMENT A SLOPE STABILITY MONITORING SYSTEM FOR APPROVAL BY THE CLIENT.

- NOTES:**

1. IN SOME INSTANCES BOREHOLES HAVE BEEN PROJECTED ALONG THE CONTOUR AND OTHER INSTANCES PERPENDICULAR TO THE REFERENCE LINE, WHICHEVER IS THE SHORTER DISTANCE.
2. FOR GEOLOGY DETAIL, REFER TO SECOND ENGINEERING GEOLOGICAL REPORT ON HARD ROCK QUARRY.
3. QUARRY FILLER ASSUMED AT 11,06,250 FOR FREE DRAINING PURPOSES.
4. ASSUMED 1% N SANRAL ROAD RESERVE. THE CONTRACTOR TO GET WRITTEN CONFIRMATION FROM SANRAL ON THE LIMIT OF MINING TOWARDS THE NEW N7 ROAD RESERVE.
5. ASSUMED SLOPE OF 2%:1H TO BE APPROVED BY DMR.

LEGEND:

-
- 1 : NGL NATURAL GROUND LEVEL
- 2 : UPPER BOUNDARY SEDROCK
- 3 : UPPER BOUNDARY OF USABLE ROCK
- 4 : GROUNDWATER LEVEL
- 5 : PROPOSED FREE DRAINING QUARRY FLOOR
- 6 : USABLE ROCK WITHIN THE DEFINED QUARRY BOUNDARY

SECTION 03-03

SHEET 2 OF 2
SCALE 1:250

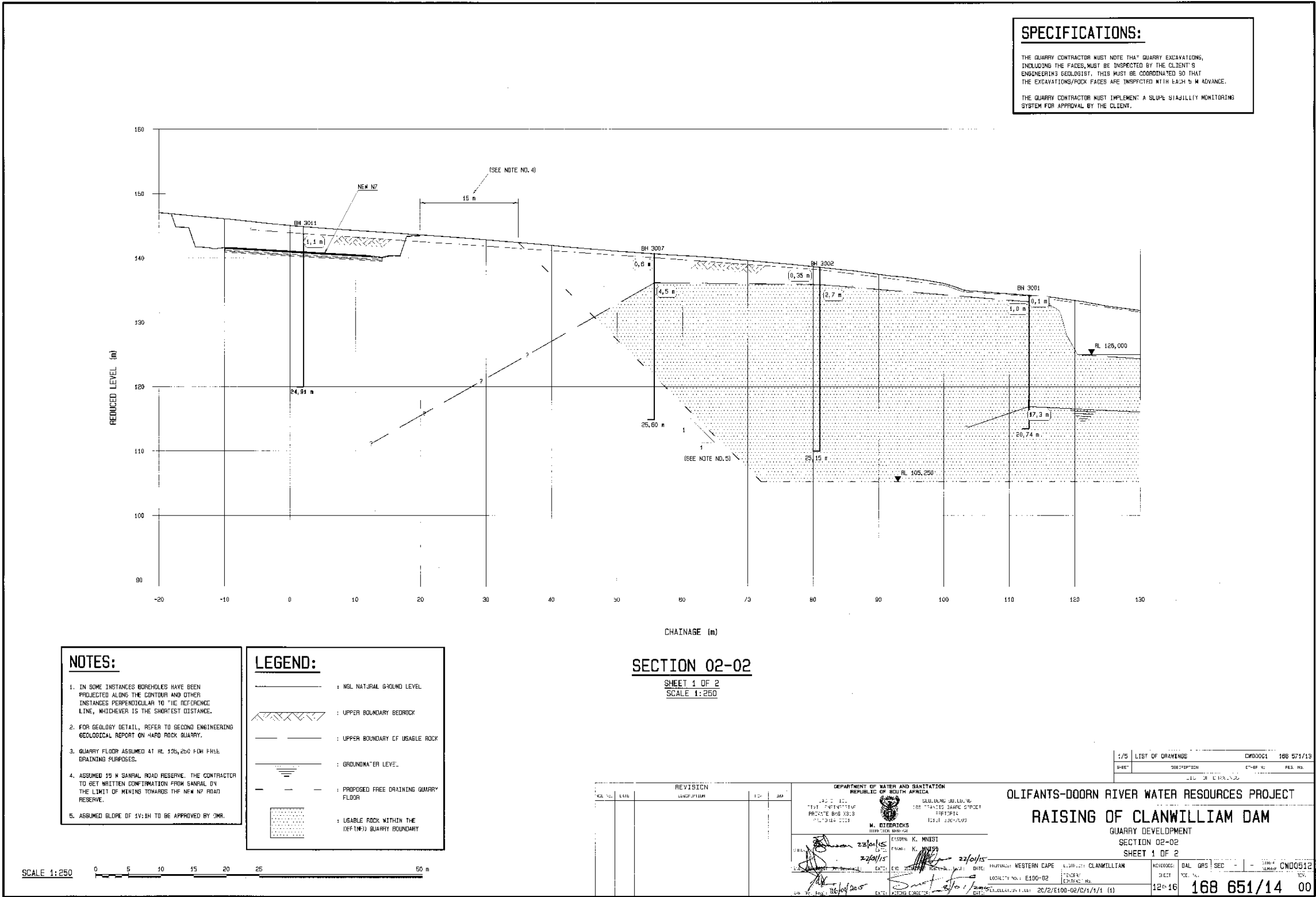


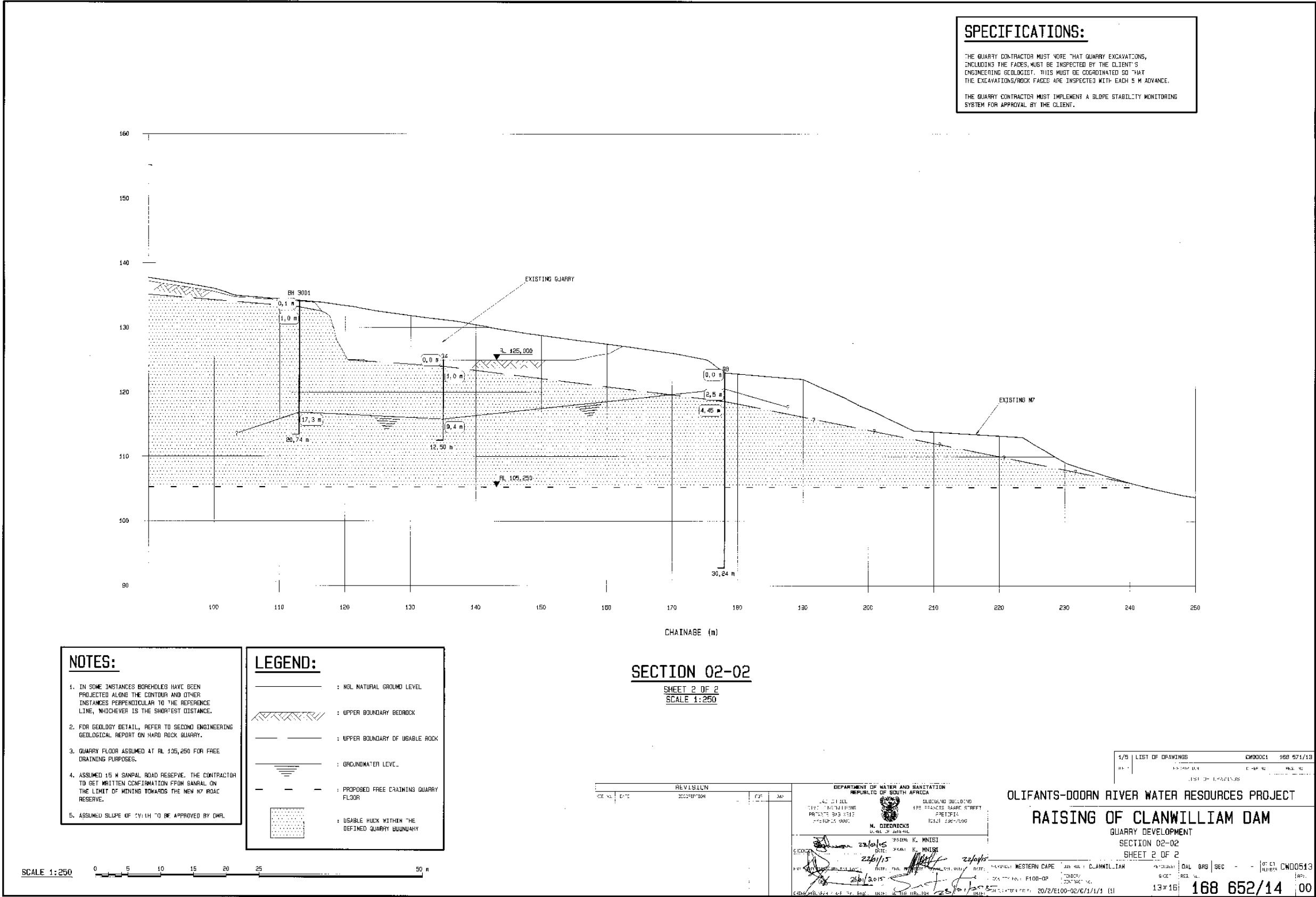
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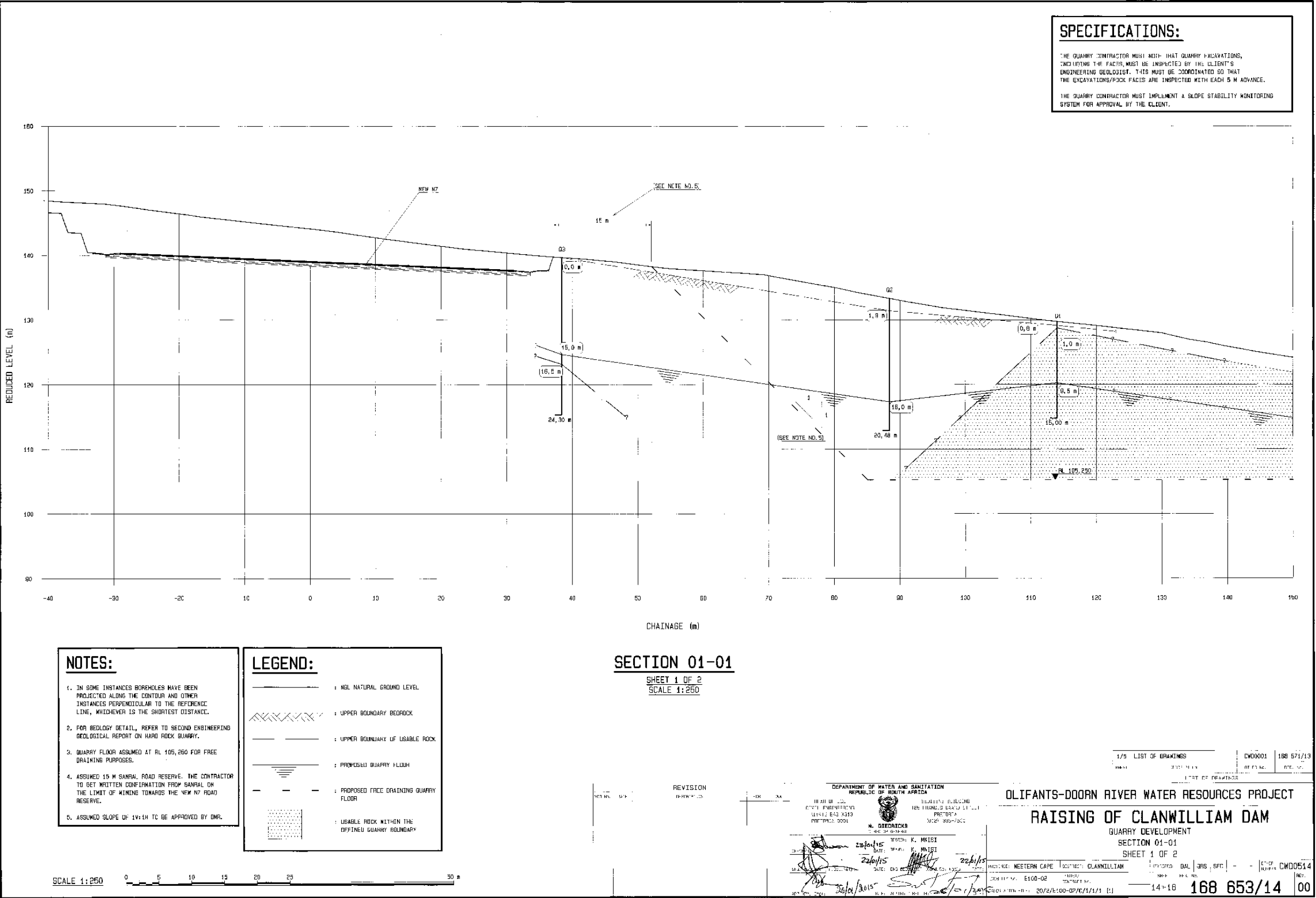
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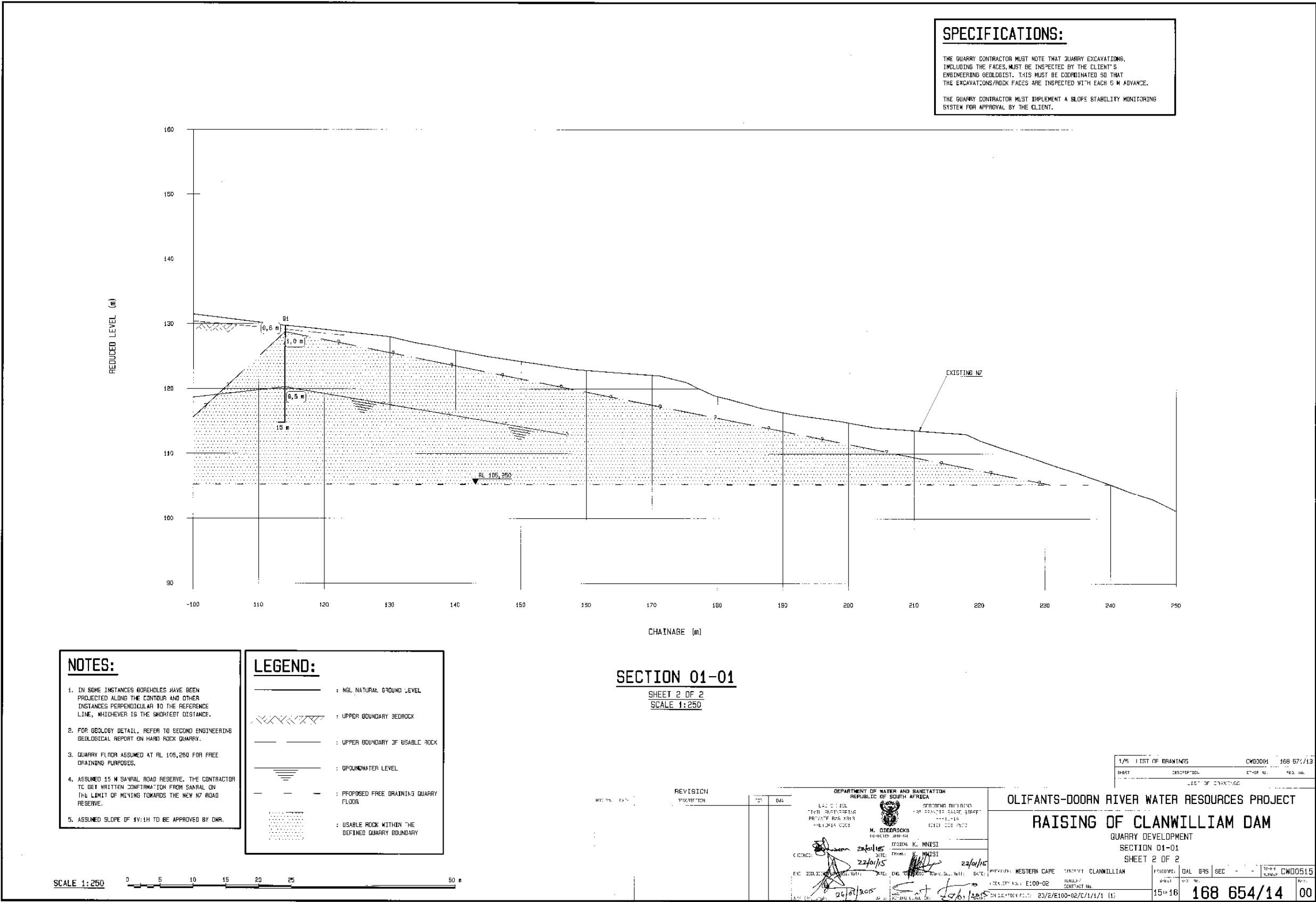
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RAISING OF CLANWILLIAM DAM
QUARRY DEVELOPMENT
SECTION 03-03
SHEET 2 OF 2

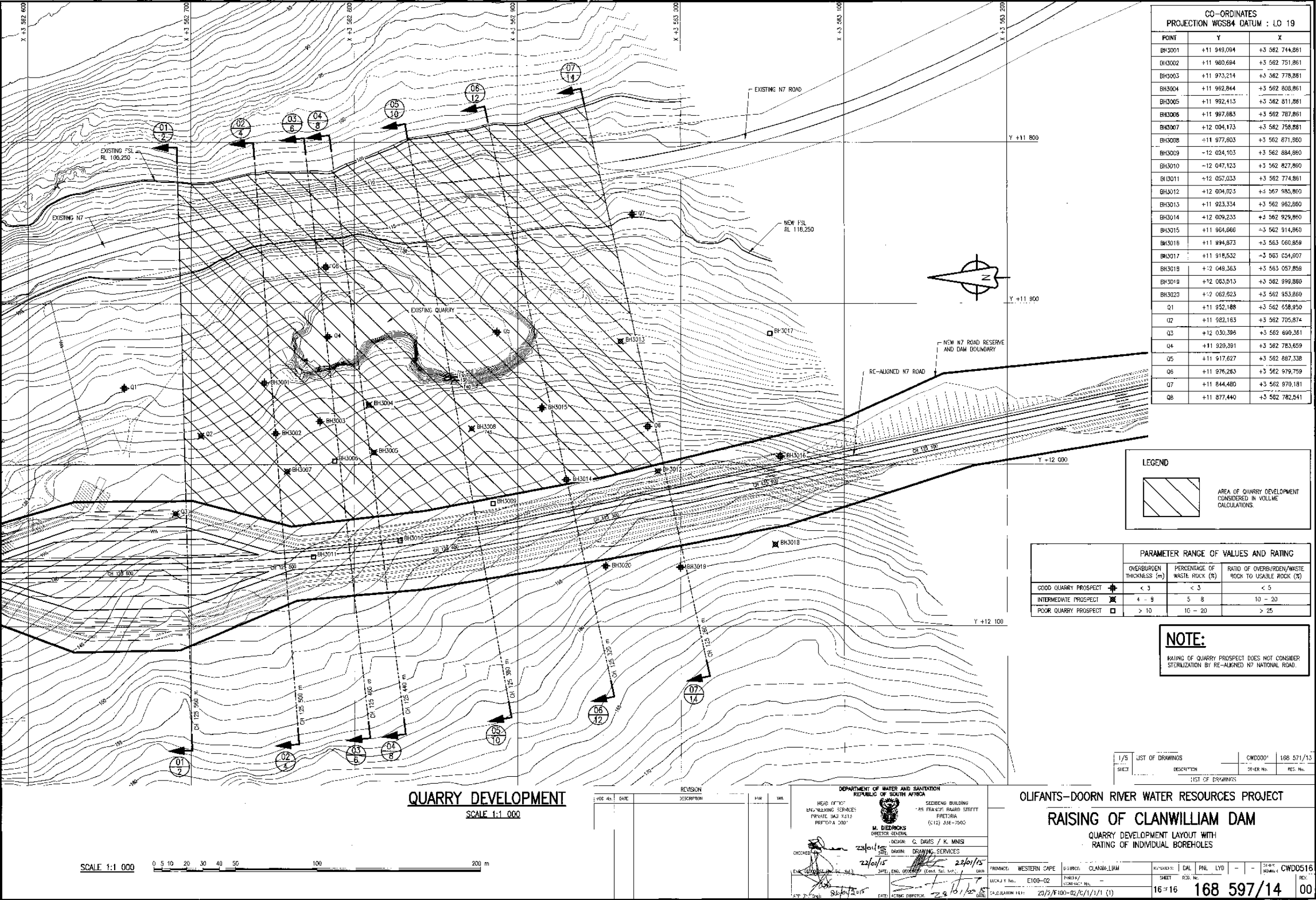
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1ST OF TWENTINE			
RIVER WATER RESOURCES PROJECT			
OF CLANWILLIAM DAM			
QUARRY DEVELOPMENT			
SECTION 03-03			
SHEET 2 OF 2			
CLANWILLIAM	Q-TYPE	DAL QPS SEC	CWD0511
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Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
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17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
32. Taxes and duties	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p>

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.