



BULK WATER SUPPLY TO BO-DORP IN SWARTRUGGENS

CIDB GRADING: 6CEPE for potentially emerging enterprise and 7CE or higher.

BID No.: KRLM/TEC/BID:03/2026-27

09 October 2026

ISSUED BY:

Supply Chain Management Unit
Kgetlengrivier Local Municipality
Koster
P.O Box 66
0348

PREPARED BY:

MwB Consulting Engineers
204 Beyers Naude Drive
Postnet Suite 4105
Private Bag X82323
RUSTENBURG, 0300.

Bid Queries:

Contact Name: Mr O Madisa

Telephone: 014 543 2004/5/6

Technical Queries:

Contact Name: Mr O Ndou

Telephone: 014 592 8504

Name of Bider.....

Contact Person.....

Contact Details.....

COMPULSARY BRIEFING SESSION: N/A

CLOSING DATE: 19 NOVEMBER 2026

BID SUBMISSION BOX: Kgetlengrivier Local Municipality, Koster

PART: A - INVITATION TO BID:**MBD1**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (KGETLENGRIVIER MUNICIPALITY)					
BID NUMBER:	KRLM/TEC/BID:03/ 2026-27	CLOSING DATE:	19 November 2026	CLOSING TIME:	12H00
BID DESCRIPTION	BULK WATER SUPPLY TO BO-DORP IN SWARTRUGGENS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7) or SERVICE LEVEL AGREEMENT OF KGETLENGRIVIER MUNICIPALITY.					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT
(KGETLENGRIVIER LOCAL MUNICIPALITY)

Compulsory briefing session will be held on the [Insert Briefing Date] at [Insert Briefing Time] at Swarttruggens WTW					
The Bid box is generally open 24 hours, 7 days a week.					
Completed Bid document, fully priced and signed must be sealed in an envelope marked “ BULK WATER SUPPLY TO BO-DORP IN SWARTRUGGENS ”					
Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.					
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					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL NUMBER	-----		TOTAL BID PRICE		R
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
MINIMUM WORK OPPORTUNITIES TO BE CREATED	30	CIDB GRADING	• 6CEPE for potentially emerging enterprise and 7CE or higher.
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
MUNICIPALITY	Kgetlengrivier Local Municipality	TECHNICAL	Mr. O Madisa
CONTACT PERSON		TELEPHONE NUMBER	073 223 2906
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Otsile.madisa@gmail.com
E-MAIL ADDRESS		Principal agent: Mr. O Ndou Telephone: 014 592 8504 E-mail address: oscarn@mwbgroup.net	

	Document Title:	Bulk Water Supply to Bo-Dorp in Swartruggens	Revision No:	00
	Bid No.:	KRLM/TEC/BID:03/2026-27		
	Subject:	Contents List		

CONTENTS LIST OF VOLUME 1

Volume 1: Tender requirements, Contract and Pricing Data		
Number	Heading	Colour
Part T1: Tendering procedures		
T1.1	Tender Notice and Invitation to Tender	White
T1.2	Tender Data	Pink
T1.3	Standard and Particular Conditions of Tender	Pink
Part T2: Returnable Documents		
T2.1	List of Returnable Documents	Yellow
T2.2	Returnable Schedules	Yellow
Part C1: Agreements and Contract Data		
C1.1	Form of Offer and Acceptance	White
C1.2	Contract Data	White
C1.3	Demand Guarantee and Retention Money Guarantee	White
C1.4	Occupational Health and Safety Agreement	White
C1.5	Agreement with adjudicators	White
Part C2: Pricing data		
C2.1	Pricing Instructions	Yellow
C2.2	Bill of Quantities	Yellow
Part C3: Scope of Work		
C3.1	Description of the Works	Blue
C3.2	Engineering	Blue
C3.3	Procurement	Blue
C3.4	Sub-Contracting	Blue
C3.5	Construction	Blue
C3.6	Management	Blue
C3.7	Health and Safety Specifications	Blue
C3.8	Project Specifications	Blue
Part C4: Site information		
C4	Site Information	Green

Contractor

Witness 1

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Employer

Witness 1

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	Document Title:	Bulk Water Supply to Bo-Dorp in Swartruggens	Revision No:	00
	Bid No.:	KRLM/TEC/BID:03/2026-27		
	Subject:	Contents List		

CONTENTS LIST OF VOLUME 2

Part C5 Tender Drawing

White

END OF SECTION

Contractor

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Witness 2

Employer

Witness 1

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	Document Title:	Bulk Water Supply to Bo-Dorp in Swartruggens	Revision No:	00
	Bid No.:	KRLM/TEC/BID:03/2026-27		
	Subject:	Title Pages		

KGETLENGRIVIER LOCAL MUNICIPALITY

BID NUMBER: KRLM/TEC/BID:03/2026-27

BULK WATER SUPPLY TO BO-DORP IN SWARTRUGGENS

PORTION 1: BID

Part T1 Bidding Procedures

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Document Title:	Bulk Water Supply to Bo-Dorp in Swartruggens	Revision No:	00
	Bid No.:	KRLM/TEC/BID:03/2026-27		
	Subject:	Part T1: Bidding Procedures		

KGETLENGREVIER LOCAL MUNICIPALITY

BID NUMBER: KRLM/TEC/BID:03/2026-27

BULK WATER SUPPLY TO BO-DORP IN SWARTRUGGENS

BIDDING PROCEDURES

INDEX

Section	Description	Page No
SECTION T1.1	BID NOTICE AND INVITATION TO BID	
English Version	T1.2	
SECTION T1.2	BID DATA	T1.3
	Annexure A: Employer's Preferential Procurement Policy	T1.12
SECTION T1.3	STANDARD CONDITIONS OF BID	T1.20
	(Index contained in Part T1.3)	

END OF SECTION

Contractor

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Employer

Witness 1

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	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T1:	Bidding Procedure		
	Subject:	Section T1.1 - Bid Notice and Invitation to Bid		

KGETLENGRIVIER LOCAL MUNICIPALITY

BID NUMBER: KRLM/TEC/BID:03/2026-27

BULK WATER SUPPLY TO BO-DORP IN SWARTRUGGENS

PORTION 1: BID

Section T1.1 Bid Notice and Invitation to Bid

Contractor

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	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T1:	Bidding Procedure		
	Subject:	Section T1.1 - Bid Notice and Invitation to Bid		

KGETLENGRIVIER LOCAL MUNICIPALITY

BID NUMBER: KRLM/TEC/BID:03/2026-27

BID NOTICE AND INVITATION TO BID

BULK WATER SUPPLY TO BO-DORP IN SWARTRUGGENS

DIRECTORATE: ENGINEERING SERVICES

Kgetlengrivier Local Municipality invites suitable qualified and experienced Contractors to submit Bids for **Bulk Water Supply to Bo-Dorp in Swartruggens**.

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATION, 2011, AND THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS (THIRD EDITION) (2015) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

The Municipality shall adjudicate and award bids in accordance with B-BBEE status level of contribution on 80/20-point system, 80 points for the price and 20 points for contribution. Prospective bidders must accept that the bid will be adjudicated, according to the said legislation. Bids will remain valid for 90 (ninety) days.

The Council also reserves the right to negotiate further conditions and requirements with the successful bidder.

Bid documents containing of tenders as well as pre-qualification criteria and administrative requirement will be available from **[Insert Date: Day/Month/Year]** from **07h30 to 15h00** (Mondays to Fridays) at the offices of **Kgetlengrivier Local Municipality Cashier, corner Smuts and De Wet Street, Koster.**

A non-refundable deposit of R**1000.00** will be charged for each set of documents issued. All payments and deposits are to be made in the currency of the Republic of South Africa. Cash or bank guaranteed cheques made out of Kgetlengrivier Local Municipality will be accepted. Tender deposit must be paid in at cashier of the Municipality quoting tender number as indicated above or the payment must be deposited to Kgetlengrivier Local Municipality bank account number :**1700000032 Absa Bank** or **can be downloaded on the E-Tender portal for free.**

Duly completed bids and supporting documents must be deposited in the bid box situated at the **Kgetlengrivier Local Municipality office, corner Smuts and De Wet Street, Koster**, not later than the stipulated time and dates, whereby tenders will be opened in public. Queries relating to the issue of tender documents may be addressed to otsile.madisa@gmail.com or Tel Number: **014 403 5492**.

NOTE: Successful bidders will be subjected to Security Check.

APPROVED BY: _____

Mr. A.E PHOLOSE
ACTING MUNICIPAL MANAGER

Contractor

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	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T1:	Bidding Procedure		
	Subject:	Section T1.2 - Bid Data		

KGETLENGRIVIER LOCAL MUNICIPALITY

BID NUMBER: KRLM/TEC/BID:03/2026-27

BULK WATER SUPPLY TO BO-DORP IN SWARTRUGGENS

PORTION 1: BID

**Section T1.2
Bid Data**

Contractor

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Witness 1

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	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T1:	Bidding Procedure		
	Subject:	Section T1.2 - Bid Data		

KGETLENGRIVIER LOCAL MUNICIPALITY

BID NUMBER: KRLM/TEC/BID:03/2026-27

BULK WATER SUPPLY TO BO-DORP IN SWARTRUGGENS

BID DATA

The conditions of Bid are the Standard Conditions of Bid as contained in Annex F of the Construction Industry Development Board's Board Notice 12 of 2009 (contained in Government Gazette No. 31823 of 30 January 2009), bound into section T1.3.

The Standard Conditions of Bid makes several references to the Bid data. The Bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Bid.

Each item of data given below is cross referenced to the clause in the Standard Conditions of Bid to which it mainly applies.

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	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T1:	Bidding Procedure		
	Subject:	Section T1.2 - Bid Data		

Clause number	Bid Data
F.1.1	The employer is Kgetlengrivier Local Municipality
F.1.2	The Bid Documents issued by the Employer comprise the following documents: VOLUME 1 Part T1: Bidding procedures T1.1 - Bid notice and invitation to Bid T1.2 - Bid Data T1.3 - Standard and Conditions to tender Part T2 : Returnable documents T2.1 - List of returnable documents (Mandatory) T2.2 - Returnable Schedules that will be incorporated into the Contract Part C1: Agreements and Contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Demand Guarantee and Retention Money Guarantee C1.4 Agreement in terms of Occupational Health and Safety Part C2: Pricing data C2.1 - Pricing Assumptions C2.2 - Bill of Quantities Part C3: Scope of work C3 - Scope of work Part C4: Site information C4 - Site information VOLUME 2 – TENDER DRAWINGS Tender Drawings incorporated into the tender document.

Contractor

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Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T1:	Bidding Procedure		
	Subject:	Section T1.2 - Bid Data		

Clause number	Bid Data
F.2	Bider's obligations
F.2.1	The following Bidders who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their Bids evaluated: a) Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum Bided, or a value determined in accordance with Regulation 25 (1B) of 25 (7A) of the Construction Industry Development Regulations, for a 6CEPE for potentially emerging enterprise and 7CE or higher. 6CEPE for potentially emerging enterprise and 7CE or higher. class of construction work; and b) Contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of (a) above and who satisfy the following criteria: 1) the Employer is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the CIDB Specification for Social and Economic Deliverables in Construction Works Contracts; and 2) the Employer agrees to provide the financial, management or other support that is considered appropriate to enable the contractor to successfully execute that contract. Joint ventures are eligible to submit Bids provided that: 1) every member of the joint venture is registered with the CIDB. 2) the lead partner has a contractor grading designation in the 6CEPE for potentially emerging enterprise and 7CE or higher class of construction work; and 3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum Bided for an 3CE class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations.

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	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T1:	Bidding Procedure		
	Subject:	Section T1.2 - Bid Data		

Clause number	Bid Data
F.2.1.1	Only those Bidders who satisfy the following eligibility criteria and who provide the required evidence in their Bid submissions are eligible to submit Bids and have their Bids evaluated: Accept that all returnable documents and schedules which are required to be certified are done so by a registered Commissioner of Oaths of the Republic of South Africa. - The Employer will only enter into a formal contract with a Bider who is registered on the National Treasury Central Supplier Data Base. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture. - The Bid has not failed to perform on any previous contracts and has been given a written notice to this effect. - The Bider or any of its Directors is not listed on the Register of Bid 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. - Only authorised signatories may sign the original and all copies of the Bid offer where required in terms of Clause F.2.13.4 of these conditions of Bid. - Only Bidders that score above the minimum threshold of 70 points of the maximum points for Functionality, identified under the Functionality Evaluation Schedule, will be considered. - Only Bidders that can demonstrate their compliance with Operational Health and Safety requirements of the Construction Regulations will be considered. - Only Bidders that are in good standing with the compensation commissioner, (or alternative authority) will be considered. - The Bider should be able to complete the Compulsory Enterprise Questionnaire and confirm that there are no conflicts of interest which may impact on the Bider's ability to perform the contract in the best interests of the employer or potentially compromise the Bid process and persons in the employ of the state are not permitted to submit Bids or participate in the contract. - The Bidder should be able to provide a Financial References. - Original (or certified copy) municipal rates clearance certificate or a certified copy of the lease agreement.
F.2.7	The arrangements for a compulsory clarification meeting are as stated in the Bid Notice and Invitation to Bid. Bidders must sign the attendance list in the name of the Bidding entity. Addenda will be issued to, and Bids will be evaluated from only those Bidding entities appearing on the attendance list.

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	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T1:	Bidding Procedure		
	Subject:	Section T1.2 - Bid Data		

Clause number	Bid Data
F.2.12	If a Bider wishes to submit an alternative Bid offer, the only criteria permitted for such alternative Bid offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's agent. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative Bid offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative Bid offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Bider, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.
F.2.13.3	Parts of each Bid offer communicated on paper shall be submitted as an original, plus NIL copies.
F2.13.4	Add the following to the clause: Only authorised signatories may sign the original and all copies of the Bid offer where required in terms of the Bid data. In the case of a ONE-PERSON CONCERN submitting a Bid, this shall be clearly stated. In case of a COMPANY submitting a Bid, include a certified copy of the Certificate of Incorporation of such company shall, together with a <u>resolution by its board of directors</u> authorising a director or other official of the company to sign the documents on behalf of the company. In the case of a CLOSED CORPORATION submitting a Bid, include a certified copy of the Founding Statement of such corporation, together with a <u>resolution by its members</u> authorising a member or other official of the corporation to sign the documents on each member's behalf. In the case of a PARTNERSHIP submitting a Bid, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <u>proof of such authorisation</u> shall be included in the Bid. In the case of a JOINT VENTURE submitting a Bid, include <u>a resolution</u> of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture."
F.2.13.5 F.2.15.1	The employer's details and address for delivery of Bid offers and identification details that are to be shown on each Bid offer package are: Location of Bid box: Kgetlengrivier Local Municipality Offices Physical address: Corner Smuts and De Wet Street, Koster Identification details: Bid reference number, Title of Bid and the closing date and time of the Bid

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	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T1:	Bidding Procedure		
	Subject:	Section T1.2 - Bid Data		

Clause number	Bid Data
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed Bid offers will not be accepted.
F.2.15	The closing time for submission of Bid offers is as stated in the Bid Notice and Invitation to Bid.
F.2.16	The Bid offer validity period is 120 days.
F.2.19	Access shall be provided for the following inspections, tests and analysis: • None
F.3	The Employer's undertakings
F.3.1.1	The Employer will respond to requests for clarification received up to 5 working days before the Bid closing time.
F.3.2	The employer shall issue addenda until 7 working days before Bid closing time.
F.3.4	Bids will be opened immediately after the closing time for Bids.
F.3.9.2	Where the Bidder elects to confirm the Bid offer as Bided, correct the errors as follows: a) If bills 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. b) 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 Bidder's addition of prices, the corrected total of the prices shall govern, and the Bider will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the Bided total of prices. Consider the rejection of a Bid offer if the Bider does not correct or accept the correction of the arithmetical error in the manner described above
F3.11	The Bid evaluation method to evaluate all responsive Bid offers that score a minimum of 70 points in the evaluation of functionality will be Method 2: Functionality, Price and Specific Goals Bids will be evaluated in four stages: Stage 1: Administrative Requirements and Mandatory Requirements Stage 2: Functionality Stage 3: Price & Specific Goals Stage 4: Risk analysis

Contractor

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Witness 1

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	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T1:	Bidding Procedure		
	Subject:	Section T1.2 - Bid Data		

Clause number	Bid Data
F3.11.1	Stage 1 – Administrative Requirements and Mandatory Requirements Stage 1A – Administrative Requirements - Certificate of Authority for Signatory. - Joint Venture Agreement and Power of Attorney, if applicable. - Bill of Quantities must be completely filled with permanent ink (preferably black). - The document must be completely filled in Permanent Ink (preferably black) & Corrections are countersigned (All returnable documents see T2.1 from a to m as well as returnable Schedules, see T2.2 from T2.2.1 to T.2.2.26) - The bidder completed and signed all prescribed standard bid forms - Proof of Central Supplier Database (CSD) Registration Report or MAAA number. Stage 1B – Mandatory Requirements During this stage, the Bider will be evaluated on responsiveness under mandatory requirements. <u>If any of the following requirements are not adhered to it will lead to disqualification.</u> - Attendance Register at Clarification Meeting. - Bidder must submit electronic copy (PDF Format) on USB - Valid CIDB Grading of 6CEPE for potentially emerging enterprise and 7CE or higher. - class of construction work or Higher - Attach signed Record of Addenda to Bid Document and complete T2.26 form B4 with addenda received information. - Valid Workman's Compensation Commissioner - Letter of Good Standing (COIDA) - A rate/amount is to be entered against all items in the schedule of fees / Bill of Quantities, an item against which no rate/amount is entered will lead to immediate disqualification due to unfair price advantage. - Filled and signed POPIA act consent form

Contractor

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	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T1:	Bidding Procedure		
	Subject:	Section T1.2 - Bid Data		

Clause number	Bid Data		
F3.11.2	Stage 2 – Functionality		
	The functionality criteria and maximum score in respect of each of the criteria are as follows:		
	Description of functionality criteria and sub-criteria	Minimum number of bid evaluation points	Maximum number of bid evaluation points
	Approach paper which responds to the proposed scope of work and outlines proposed approach = 10 points Methodology =15 points and work plan complete with time frame =15 points	30	40
	QUALIFICATIONS Project Manager B-Tech degree/ similar in Civil Engineering = 10 Points Site Agent National Diploma/or similar in Civil Engineering = 10 Points EPWP – Labour Intensive Certificates 1-2 personnel = 5 points 3 or more personnel = 10 points	20	30
	EXPERIENCE Similar contract with any organ of state or private sector 3 Previous Contract = 10 points 5 Previous contract = 20 points 6 Or more contract = 30 points Attach References- Appointment Letters with Completion Certificates/Letter of reference	20	30
	Total evaluation points for functionality (W_Q)	70	100
	During this stage, the Bider will be evaluated according to the Functionality Criteria stipulated below: Any Bider that does not meet a minimum score of 70 points for functionality will not be considered.		

Contractor

Witness 1

Witness 2

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Bid No.: **KRLM/TEC/BID:03/2026-27**

Part T1: **Bidding Procedure**

Subject: **Section T1.2 - Bid Data**

Revision
No:

00

Clause number	Bid Data																																			
F.3.11.3	Stage 3 – Price & Specific Goals All bids that achieved the minimum threshold for functionality (acceptable bids) will be evaluated further in terms of the 80/20 preference point system, as follows: <table><tr><th>CRITERIA</th><th>POINTS</th></tr><tr><td>Price</td><td>80</td></tr><tr><td>Specific Goals</td><td>20</td></tr><tr><td>TOTAL</td><td>100 points</td></tr></table> <table><tr><th>Specific goal</th><th>Number of points (80/20 system)</th><th>Means of verification</th></tr><tr><td>Black people ownership equity</td><td>5</td><td>Central Supplier Database (CSD) report</td></tr><tr><td>Women equity</td><td>3</td><td>Central Supplier Database (CSD) report</td></tr><tr><td>Youth equity</td><td>2</td><td>Central Supplier Database (CSD) report</td></tr><tr><td>Disability</td><td>2</td><td>Medical certificate or (CSD)</td></tr><tr><td>Promotion of small businesses Medium- 2 Points Small- 3 Points Micro- 4 Points Other- 0 Points</td><td>4</td><td>Signed Financial Statements for transactions above R500 000.00</td></tr><tr><td>Locality Within 100km radius of where goods/service is required</td><td>3</td><td>Proof of address (tribal authority letter/ Lease agreement accompanied by municipal rates invoice/statement)</td></tr><tr><td>Military Veterans (MVA)</td><td>1</td><td>MVA force number/CSD</td></tr><tr><td>Total</td><td>20</td><td></td></tr></table>	CRITERIA	POINTS	Price	80	Specific Goals	20	TOTAL	100 points	Specific goal	Number of points (80/20 system)	Means of verification	Black people ownership equity	5	Central Supplier Database (CSD) report	Women equity	3	Central Supplier Database (CSD) report	Youth equity	2	Central Supplier Database (CSD) report	Disability	2	Medical certificate or (CSD)	Promotion of small businesses Medium- 2 Points Small- 3 Points Micro- 4 Points Other- 0 Points	4	Signed Financial Statements for transactions above R500 000.00	Locality Within 100km radius of where goods/service is required	3	Proof of address (tribal authority letter/ Lease agreement accompanied by municipal rates invoice/statement)	Military Veterans (MVA)	1	MVA force number/CSD	Total	20	
CRITERIA	POINTS																																			
Price	80																																			
Specific Goals	20																																			
TOTAL	100 points																																			
Specific goal	Number of points (80/20 system)	Means of verification																																		
Black people ownership equity	5	Central Supplier Database (CSD) report																																		
Women equity	3	Central Supplier Database (CSD) report																																		
Youth equity	2	Central Supplier Database (CSD) report																																		
Disability	2	Medical certificate or (CSD)																																		
Promotion of small businesses Medium- 2 Points Small- 3 Points Micro- 4 Points Other- 0 Points	4	Signed Financial Statements for transactions above R500 000.00																																		
Locality Within 100km radius of where goods/service is required	3	Proof of address (tribal authority letter/ Lease agreement accompanied by municipal rates invoice/statement)																																		
Military Veterans (MVA)	1	MVA force number/CSD																																		
Total	20																																			

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	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T1:	Bidding Procedure		
	Subject:	Section T1.2 - Bid Data		

Clause number	Bid Data
F.3.11.4	Stage 4 – Risk Analysis In addition to the evaluation of Responsiveness and Functionality, a risk analysis will be performed on the highest-ranking Bids to ascertain if any of the following, as relevant, present an unacceptable commercial risk to the employer. Bid offer will only be accepted if: a) The Bidder has submitted, with the offer, all relevant documentation as required in stage 1B b) The bidder or any of its directors is not listed on the register of Bid 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. c) The Bidder has not: i) Abused the Employer's Supply Chain Management System or ii) Failed to perform on any previous contract d) The Bidder has proved track record in similar works (employers will be contacted to prove track record)
F.3.16.1	Notice to successful and unsuccessful Bidders. Add the following to the clause: Before accepting the Bid of the successful Bider, the Employer shall notify the successful Bider in writing of the decision of the Employer to award the Bid to the successful Bider. The Employer shall, at the same time as notifying the successful Bider of the Employer's decision to award the Bid to the successful Bider, also publish Bid results on the relevant websites.
F.3.17	The number of paper copies of the signed contract to be provided by the employer is one .

END OF SECTION

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	Part T1:	Bidding Procedures		
	Subject:	Section T1.3 - Standard Conditions of Bid		

KGETLENGRIVIER LOCAL MUNICIPALITY

BID NUMBER: KRLM/TEC/BID:03/2026-27

BULK WATER SUPPLY TO BO-DORP IN SWARTRUGGENS

PORTION 1: BID

Section T1.3 Standard Conditions of Bid

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KGETLENGRIVIER LOCAL MUNICIPALITY

BID NUMBER: KRLM/TEC/BID:03/2026-27

BULK WATER SUPPLY TO BO-DORP IN SWARTRUGGENS

STANDARD CONDITIONS OF BID

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The conditions of Bid are the Standard Conditions of Bid as contained in Annex F of the Construction Industry Development Board's Board Notice 12 of 2009 (contained in Government Gazette No. 31823 of 30 January 2009)

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KGETLENGRIVIER LOCAL MUNICIPALITY

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BULK WATER SUPPLY TO BO-DORP IN SWARTRUGGENS

STANDARD CONDITIONS OF BID

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1. GENERAL

F.1 General

F.1.1 Actions

The employer and each Tenderer submitting a Tender offer shall comply with these conditions of Tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a Tender offer are listed in the Tender data.

F.1.3 Interpretation

F.1.3.1 The Tender data and additional requirements contained in the Tender schedules that are included in the returnable documents are deemed to be part of these conditions of Tender.

F.1.3.2 These conditions of Tender, the Tender data and Tender schedules which are only required for Tender evaluation purposes, shall not form part of any contract arising from the invitation to Tender.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) Comparative offer means the Tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other Tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the Tender process; and
- c) Fraudulent practice means the misrepresentation of the facts in order to influence the Tender process or the award of a contract arising from a Tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) Quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

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F.1.4 Communication and employer's agent

Each communication between the employer and a Tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a Tenderer. The name and contact details of the employer's agent are stated in the Tender data.

F.1.5 The employer's right to accept or reject any Tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, Tender offer, or alternative Tender offer, and may cancel the Tender process and reject all Tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a Tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not, subsequent to the cancellation or abandonment of a Tender process or the rejection of all responsive Tender offers re-issue a Tender covering substantially the same scope of work within a period of six months unless only one Tender was received and such Tender was returned unopened to the Tenderer.

F.2 Tenderer's obligations

F.2.1 Eligibility

Submit a Tender offer only if the Tenderer satisfies the criteria stated in the Tender data and the Tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.2 Cost of Tendering

Accept that the employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a Tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

Check the Tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

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F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the Tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a Tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a Tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the Tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the Tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the Tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which Tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the Tender data.

F.2.8 Seek clarification

Request clarification of the Tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the Tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The Tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the Tender offer

- F.2.10.1** Include in the rates, prices, and the Tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful Tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the Tender data.

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- F2.10.2** Show VAT payable by the employer separately as an addition to the Tendered total of the prices.
- F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data, however Rates Only items shall be subject to the Engineer Approval as per market rates, before the contractor commence with work
- F2.10.4** State the rates and prices in Rand unless instructed otherwise in the Tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.
- F.2.11** **Alterations to documents**
Not make any alterations or additions to the Tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the Tenderer. All signatories to the Tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.
- F.2.12** **Alternative Tender offers**
- F.2.12.1** Submit alternative tender offer only if a main tender offer, strictly in accordance with all the requirements of the tender document, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender document with the alternative requirements the tenderer proposes.
- F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
- F.2.13** **Submitting a Tender offer**
- F.2.13.1** Submit a Tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the Tender data.
- F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

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F.2.13.3 Submit the parts of the Tender offer communicated on paper as an original plus the number of copies stated in the Tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the Tender offer where required in terms of the Tender data. The employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories for Tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the Tender offer.

F.2.13.5 Seal the original and each copy of the Tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the Tender data, as well as the Tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the Tender data, place and seal the returnable documents listed in the Tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the Tender data, as well as the Tenderer's name and contact address.

F.2.13.7 Seal the original Tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the Tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the Tender offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

Accept that Tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

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F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the Tender offer at the address specified in the Tender data not later than the closing time stated in the Tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept Tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Tender data.

F.2.15.2 Accept that, if the employer extends the closing time stated in the Tender data for any reason, the requirements of these conditions of Tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the Tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the Tender data after the closing time stated in the Tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the Tender data for an agreed additional period.

F.2.17 Clarification of Tender offer after submission

Provide clarification of a Tender offer in response to a request to do so from the employer during the evaluation of Tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the Tender offer is sought, offered, or permitted. The total of the prices stated by the Tenderer shall be binding upon the Tenderer.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred Tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the Tender offer, the Tenderer's commercial position (including notarized joint venture agreements),

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Referencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the Tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the Tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the Tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other Tender documents

If so instructed by the employer, return all retained Tender documents within 28 days after the expiry of the validity period stated in the Tender data.

F.2.23 Certificates

Include in the Tender submission or provide the employer with any certificates as stated in the Tender data.

F.3 The employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days before the Tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents.

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F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the Tender documents to each Tenderer during the period from the date that Tender documents are available until seven days before the Tender closing time stated in the Tender Data. If, as a result a Tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all Tenderers who drew documents.

F.3.3 Return late Tender offers

Return Tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a Tender submission to obtain a forwarding address), to the Tenderer concerned.

F.3.4 Opening of Tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid Tender submissions in the presence of Tenderers' agents who choose to attend at the time and place stated in the Tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of Tender submissions, at a venue indicated in the Tender data, the name of each Tenderer whose Tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main Tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the Tender data that a two-envelope system is to be followed, open only the technical proposal of valid Tenders in the presence of Tenderers' agents who choose to attend at the time and place stated in the Tender data and announce the name of each Tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by Tenderers, then advise Tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of

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Tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the Tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to Tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of Tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful Tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a Tenderer to influence the processing of Tender offers and instantly disqualify a Tenderer (and his Tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, on opening and before detailed evaluation, whether each Tender offer properly received:

- complies with the requirements of these Conditions of Tender,
- has been properly and fully completed and signed, and
- is responsive to the other requirements of the Tender documents.

F.3.8.2 A responsive Tender is one that conforms to all the terms, conditions, and specifications of the Tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- Detrimentially affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- Change the Employer's or the Tenderer's risks and responsibilities under the contract, or,
- Affect the competitive position of other Tenderers presenting responsive Tenders, if it were to be rectified. Reject a non-responsive Tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

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F.3.9 Arithmetical errors

F.3.9.1 Check responsive Tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If bills of quantities (or schedule of quantities or schedule of rates) 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.
- c) 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 will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the Tendered total of the prices.

F.3.9.2 Consider the rejection of a Tender offer if the Tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

F.3.10 Clarification of a Tender offer

Obtain clarification from a Tenderer on any matter that could give rise to ambiguity in a contract arising from the Tender offer.

F.3.11 Evaluation of Tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive Tender offer to a comparative offer and evaluate it using the Tender evaluation method that is indicated in the Tender Data and described below:

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Method 1: Financial offer	1) Rank Tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked Tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score Tender evaluation points for financial offer. 2) Confirm that Tenderers are eligible for the preferences claimed and if so, score Tender evaluation points for Preferencing. 3) Calculate total Tender evaluation points. 4) Rank Tender offers from the highest number of Tender evaluation points to the lowest. 5) Recommend Tenderer with the highest number of Tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial Offer and quality	1) Score quality, rejecting all Tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score Tender evaluation points for financial offer. 3) Calculate total Tender evaluation points. 4) Rank Tender offers from the highest number of Tender evaluation points to the lowest. 5) Recommend Tenderer with the highest number of Tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all Tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score Tender evaluation points for financial offer. 3) Confirm that Tenderers are eligible for the preferences claimed, and if so, score Tender evaluation points for Preferencing. 4) Calculate total Tender evaluation points. 5) Rank Tender offers from the highest number of Tender evaluation points to the lowest. 6) Recommend Tenderer with the highest number of Tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Score financial offers, preferences and quality, as relevant, to two decimal places.

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F.3.11.2 Scoring Financial Offers

Score the financial offers of remaining responsive Tender offers using the following formula:

$$NFO = W1 \times A$$

where:

NFO = the number of Tender evaluation points awarded for the financial offer.

W1 = the maximum possible number of Tender evaluation points awarded for the financial offer as stated in the Tender Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Table F.1 – Formula for calculating the value of A^a

1	2	3	4
Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$\left(1 + \frac{(P - P_m)}{P_m}\right)$	P/P_m
2	Lowest price or percentage commission/fee	$\left(1 - \frac{(P - P_m)}{P_m}\right)$	P_m/P
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the Bid offer under consideration.			

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories in accordance with the Tender Data and calculate total score for quality.

F.3.12 Insurance provided by the employer

If requested by the proposed successful Tenderer, submit for the Tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of Tender offer

F.3.13.1 Accept Tender offer only if the Tenderer complies with the legal requirements stated in the Tender Data.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T1:	Bidding Procedures		
	Subject:	Section T1.3 - Standard Conditions of Bid		

F.3.13.2 Notify the successful Tenderer of the employer's acceptance of his Tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the Tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful Tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful Tenderers

After the successful Tenderer, has acknowledged the employer's notice of acceptance, notify other Tenderers that their Tender offers have not been accepted.

F.3.15. Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the Tender documents to take account of:

- a) addenda issued during the Tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful Tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful Tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of Tender require the Tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.18 Provide copies of the contracts

Provide to the successful Tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T1:	Bidding Procedures		
	Subject:	Section T1.3 - Standard Conditions of Bid		

A. SCHEDULE OF LABOUR CONTENT

The Tenderer must complete the table below to reflect the labour force anticipated to be employed on this contract, including labour employed by sub-contractors.

The specified target value is 6% of the contract value

Type of Labour	Man-hours	Minimum Wage Rate per Unit	Total Wage Cost (Excl VAT)
Permanent Labour			
Temporary Labour			
SMME/HDI's Labour			

Notes to Tenderer:

- (1) Labour is defined as hourly paid personnel.
- (2) The penalty will be applied for non-compliance during the contract or for fraudulent disclosure

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T1:	Bidding Procedures		
	Subject:	Section T1.3 - Standard Conditions of Bid		

B. EMPLOYMENT OF AFFIRMATIVE BUSINESS ENTERPRISE (ABE)

Target values of work to be executed by and goods & services to be procured from ABEs shall be 10%.

Schedule Item No	Name of ABE	Item Description/ Goods & Services to be provided	Value	
			Rands (Excl VAT)	% of Tender Sum (Excl VAT)

Notes to tenderer:

1. Regardless whether the tenderer fits the classification of an SMME/PDI, as defined in Section 3.3 of this specification, the tenderer nevertheless retains the obligation to commit to the target values prescribed
2. Tenderers shall insert "unknown" if an SMME/PDI has not been selected prior to tender closing date.
3. The penalty will be applied for non-compliance during the contract or for fraudulent disclosure

SIGNED ON BEHALF OF THE TENDERER.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T1:	Bidding Procedures		
	Subject:	Section T1.3 - Standard Conditions of Bid		

B1. EMPLOYMENT OF AFFIRMATIVE BUSINESS ENTERPRISE DECLARATION AFFIDAVIT (ABE).

It is understood and agreed that should this contract be awarded to me, an ABE Declaration Affidavit will be completed by each and every ABE employed by me on this contract and will be submitted to the Employer immediately upon demand by the Employer.

Name of Bidder: _____

Signed by or on behalf of Bidder: _____ Official Capacity: _____

Date: _____

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T1:	Bidding Procedures		
	Subject:	Section T1.3 - Standard Conditions of Bid		

1. TRAINING

Name of Training Institution:

Name of Programme:.....

Trainer's Name	Qualification	Subject

Notes to tenderer:

Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.

Name of Bidder: _____

Signed by or on behalf of Bidder: _____ Official Capacity: _____

Date: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T1:	Bidding Procedures		
	Subject:	Section T1.3 - Standard Conditions of Bid		

2. ENGINEERING STUDENT TRAINING

Name of Training Institution:.....

Name of Programme:.....

Trainer's Name	Qualification	Subject

Notes to tenderer:

1. Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.
2. Provision should also include on-job student / (in-service) training for a period of not less than 06 months at a monthly stipend of R 2 500.00

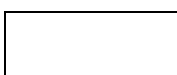
Name of Bidder: _____

Signed by or on behalf
of Bidder: _____

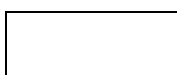
Official
Capacity: _____

Date: _____

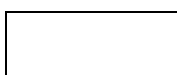
END OF SECTION



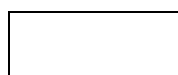
Contractor



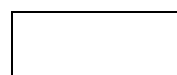
Witness 1



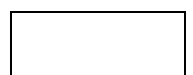
Witness 2



Employer



Witness 1



Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T2:	Returnable Documents		
	Subject:	Section T2.1 - List of Returnable Documents		

KGETLENGRIVIER LOCAL MUNICIPALITY

BID NUMBER:

KRLM/TEC/BID:03/2026-27

BULK WATER SUPPLY TO BO-DORP IN SWARTRUGGENS

PORTION 1: BID

Section T2 Returnable Documents

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T2:	Returnable Documents		
	Subject:	Section T2.1 - List of Returnable Documents		

KGETLENGRIVIER LOCAL MUNICIPALITY

BID NUMBER: KRLM/TEC/BID:03/2026-27

BULK WATER SUPPLY TO BO-DORP IN SWARTRUGGENS

RETURNABLE DOCUMENTS

INDEX

Section	Description	Page No
SECTION T2.1	LIST OF RETURNABLE DOCUMENTS.....	T2.1
SECTION T2.2	RETURNABLE SCHEDULES	T2.2

NOTE:

Although the documents under Part T2 is headed "Returnable Documents" in line with the CIDB model, these are not the only documents to be returned together with the bid. All the documents indicated on Part T1, must be completed and signed where applicable and submitted as a complete set of documents.

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T2:	Returnable Documents		
	Subject:	Section T2.1 - List of Returnable Documents		

KGETLENGRIVIER LOCAL MUNICIPALITY

BID NUMBER: KRLM/TEC/BID:03/2026-27

BULK WATER SUPPLY TO BO-DORP IN SWARTRUGGENS

PORTION 1: BID

Section T2.1 List of Returnable Documents

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T2:	Returnable Documents		
	Subject:	Section T2.1 - List of Returnable Documents		

KGETLENGRIVIER LOCAL MUNICIPALITY

BID NUMBER: KRLM/TEC/BID:03/2026-27

BULK WATER SUPPLY TO BO-DORP IN SWARTRUGGENS

LIST OF RETURNABLE DOCUMENTS

The Bider's attention is drawn to the eligibility criteria which require the Bider to provide the required evidence in their Bid submissions in order to be eligible to have their Bids evaluated.
Bidders who fail to provide the required documentation will not have their Bids evaluated.

1. Bidders are required to submit the following with their Bids:
 - A. Certificate of Authority of Signatory
 - B. Certificate of Registration with the Construction Industry Development Board
 - C. Certificate of authority for joint ventures (where applicable)
 - D. Compulsory Enterprise Questionnaire
 - E. Record of Addenda to Tender Documents
 - F. Proposed Amendments and Qualifications
 - G. Form of Intent to Provide a Demand Guarantee
 - H. Schedule of Subcontractors
 - I. Schedule of Available Infrastructure, Resources and Experience
 - J. Financial Information of the Tenderer
 - K. Certificate for Municipal Services and Payments: Annexure B
 - L. Authorisation for deduction of outstanding amounts owed to Council: Annexure C
 - M. Declaration of interest: MBD 4
 - N. National industrial participation programme: MBD 5
 - O. Declaration for procurement above R10 Million: MBD 5
 - P. preference points claim form in terms of the preferential procurement regulations 2011
 - Q. Declaration certificate for local production and content: MBD 6.2
 - R. Declaration of Tenderer's Past Supply Chain Management Practices: MBD 8
 - S. Certificate of the Independent Tender Determination: MBD 9
 - T. Compliance with OHSA (Act 85 of 1993)
 - U. Original Bank rating letter
 - V. **Names of management and supervisory staff for the LIC works**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T2:	Returnable Documents		
	Subject:	Section T2.1 - List of Returnable Documents		

2. Other documents required only for Tender evaluation purposes

- Compensation Fund Registration Certificate (COID)
- Curricula Vitae of Personnel
- Rates of Labour and Materials (Day work Rates)
- CSD Registration
- Valid CSD Number.
- Schedule of Labour Content
- Employment of ABE'S
- ABE Declaration Affidavit
- Generic Training
- Complete MBD 5 where the Tender amount inclusive of VAT exceeds R10 million

3. The returnable schedules included in Section T2.2 will be used to evaluate Bids received. These schedules will also form part of the Contract.

NOTE 1: Certification stamps must be original and not older than three (03) months at the time of Bid closure.

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T2:	Returnable Documents		
	Subject:	Section T2.1 - List of Returnable Documents		

2. Certificate of 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....., and
any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

3. Certificate for Joint Venture

We, the undersigned, are submitting this Tender offer in Joint Venture and hereby authorize Mr/Ms....., authorised signatory of the Firm....., acting in the capacity of lead partner, to sign all documents in connection with the Tender offer for Contract.....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	Authorising	
		Signature	Date
Lead Partner			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T2:	Returnable Documents		
	Subject:	T2.2.13. DECLARATION OF INSURANCES		

4. Certificate for sole proprietor

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

as

As witnesses:-

1.
Signature: Sole Owner

.....
Print Name Print Name

2.

.....
Print Name Date

5. Certificate for Close Corporation

We, the undersigned, being the key members 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.....and

any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T2:	Returnable Documents		
	Subject:	T2.2.13. DECLARATION OF INSURANCES		

B. CERTIFICATE OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

1. General

The Register of Contractors is established by the Construction Industry Development Board in terms of the CIDB Act 38 of 2000 and Construction Industry Development Regulations as published in Government Gazette number 26427 of 2004.

The Act makes it mandatory for public sector clients to apply this register when considering Tenders. Any enterprise that submits a Tender or enters into contract for construction works with the public sector, must be registered.

Once-off joint ventures do not have to register, provided that each partner of the joint venture is separately registered.

2. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES (WHERE APPLICABLE)

Employer:

Contract Number:

NOTE 1 This form need only be completed in the event of a Joint Venture submitting this Tender.

NOTE 2 Fill in all the information requested in the spaces provided. Attach additional sheets if required.

NOTE 3 Provide a copy of the Joint Venture agreement. Demonstrate that the partners to the Joint Venture share in the ownership, control, management responsibilities, risks and profits of the Joint Venture. The Joint Venture agreement shall include specific details relating to:

- a) the contributions of capital and equipment;
- b) portions of the Contract to be performed by the partner's own resources; and
- c) portions of the Contract to be performed under the supervision of each partner.

NOTE 4 Provide copies of all written agreements between partners concerning the Joint Venture, including those that relate to ownership options and to restrictions/limits regarding ownership and control.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T2:	Returnable Documents		
	Subject:	T2.2.13. DECLARATION OF INSURANCES		

1. Joint Venture Particulars

Name.....

Postal Address:

Physical Address.....

Telephone.....

Fax.....

Name of authorized representative.....

2. Identity of Partner No.1

Name.....

Postal Address:

Physical Address.....

Telephone.....

Fax.....

Contact Person.....

3. Identity of Partner No.2

Name.....

Postal Address:

Physical Address.....

Telephone.....

Fax.....

Contact Person.....

4. Identity of Partner No.3

Name.....

Postal Address:

Physical Address.....

Telephone.....

Fax.....

Contact
Person.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T2:	Returnable Documents		
	Subject:	T2.2.13. DECLARATION OF INSURANCES		

5. Description of the role of the partners in the joint venture

Partner No.1:.....

Partner No. 2:.....

Partner No. 3:.....

6. Ownership of the joint venture

(i) Ownership percentage(s) Partner No. 1%

Partner No. 2%

Partner No. 3%

(ii) Partner percentage in respect of:

a) Profit and loss sharing: Partner No. 1%

Partner No. 2%

Partner No. 3%

b) Initial capital contribution Partner No. 1 R.....

Partner No. 2 R.....

Partner No. 3 R.....

(iii) Anticipated ongoing capital contributions:

Partner No. 1 R.....

Partner No. 2 R.....

Partner No. 3 R.....

(iv) Contributions of equipment (specify types, quality and quantities of equipment) to be provided by each partner:

Partner No.1:

.....

Partner No. 2:.....

.....

Partner No. 3:.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T2:	Returnable Documents		
	Subject:	T2.2.13. DECLARATION OF INSURANCES		

7. Recent contracts performed by partners in their own right or as partners in other joint ventures

a) Partner No. 1

- (i)
- (ii)
- (iii)
- (iv)
- (v)

b) Partner No. 2

- (i)
- (ii)
- (iii)
- (iv)
- (v)

c) Partner No. 3

- (i)
- (ii)
- (iii)
- (iv)
- (v)

8. Control and participation in the joint venture

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority, for example, co-signature requirements and monetary limits).

a) Joint Venture cheque signing

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T2:	Returnable Documents		
	Subject:	T2.2.13. DECLARATION OF INSURANCES		

9. Management of the performance of the Contract

(Fill in the name and firm of the responsible person)

a) Supervision of field operations.....

b) Major purchasing.....

c) Estimating
.....

d) Technical management.....

10. Management and control of the joint venture

a) Identify the managing partner

.....
.....
.....

b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors or other parties participating in the performance of the contemplated works:

Partner No.1:.....

Partner No. 2:

Partner No. 3:

c) Describe the management structure for the joint venture's work under this Contract

Name	Address	Signature	Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T2:	Returnable Documents		
	Subject:	T2.2.13. DECLARATION OF INSURANCES		

11. Personnel

a) State the approximate number of operative personnel (by trade/function/discipline) needed to execute the Joint Venture contract.

Trade/function/discipline	Number

b) State the number of operative personnel to be employed on the Contract who are currently in the employ of partners:

.....

c) State the number of operative personnel who are not currently in the employ of the respective partners and shall be engaged on the project by the Joint Venture:

.....

d) State the name of the individual who shall be responsible for hiring Joint Venture employees:

.....

e) State the name of the partner who shall be responsible for the preparation of Joint Venture payrolls:

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T2:	Returnable Documents		
	Subject:	T2.2.13. DECLARATION OF INSURANCES		

12. Services

List of the firms who provide the following services:

Service	Name	Contact Person	Telephone No.
Accounting			
Auditing			
Banking			
Insurance			
Legal			

13. Control and structure of the Joint Venture

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture disclosure form and affirms that the foregoing statements are correct and include all the material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture Agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorized representatives of the Employer.

Duly authorized to sign on behalf of..... (the Joint Venture)

Signature: Print Name:

Address:

.....

Telephone: Date:

Duly authorized to sign on behalf of.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T2:	Returnable Documents		
	Subject:	T2.2.13. DECLARATION OF INSURANCES		

12. Services

(the Joint Venture)
(Partner No. 1)

Signature: Print Name:

Address:
.....

Telephone: Date:

Duly authorized to sign on behalf of.....

(Partner No. 1)

Signature: Print Name:

Address:
.....

Telephone: Date:

(Partner No. 2)

Signature: Print Name:

Address:
.....

Telephone: Date:

(Partner No. 3)

Signature: Print Name:

Address:
.....

Telephone: Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T2:	Returnable Documents		
	Subject:	T2.2.13. DECLARATION OF INSURANCES		

C. COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise Questionnaires in respect of each partner must be completed and submitted.		
Section 1: Name of enterprise:		
Section 2: VAT registration number, if any:		
Section 3: CIDB registration number, if any:		
Section 4: Particulars of sole proprietors and partners in partnerships		
Name*	Identity number*	Personal income tax number*
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners		
Section 5: Particulars of companies and close corporations		
Company registration number		
Close corporation number		
Tax reference number		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Bid No.: KRLM/TEC/BID:03/2026-27

Part T2: Returnable Documents

Subject: T2.2.13. DECLARATION OF INSURANCES

Revision
No:

00

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|--|
| <ul style="list-style-type: none">• a member of any municipal council• a member of any provincial legislature• a member of the National Assembly or the National Council of Province• a member of the board of directors of any municipality entity• an official of any municipality or municipal entity | <ul style="list-style-type: none">• an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of Public Finance Management Act, 1999 (Act 1 of 1999)• a member of an accounting authority of any national or provincial public entity• an employee of Parliament or a provincial legislature |
|--|--|

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	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 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|--|
| <ul style="list-style-type: none">• a member of any municipal council• a member of any provincial legislature• a member of the National Assembly or the National Council of Province• a member of the board of directors of any municipality entity• an official of any municipality or municipal entity | <ul style="list-style-type: none">• an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of Public Finance Management Act, 1999 (Act 1 of 1999)• a member of an accounting authority of any national or provincial public entity• an employee of Parliament or a provincial legislature |
|--|--|



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



Bid No.: KRLM/TEC/BID:03/2026-27

Part T2: Returnable Documents

Subject: T2.2.13. DECLARATION OF INSURANCES

Revision
No:

00

Name of spouse, child or parent	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

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

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other Tendering entities submitting Tender offers and have 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; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed:		Date:	
Name:		Position:	
Enterprise Name:			



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
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D. 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:			
No.	Date	Title or Details	
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
Attach additional pages if more space is required.			
Signed		Date	
Name		Position	
Tenderer			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
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E. PROPOSED AMENDMENTS AND QUALIFICATIONS

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

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed:		Date:	
Name:		Position:	
Bidder:			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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F. FORM OF INTENT TO PROVIDE A DEMAND GUARANTEE

If my/our Tender is accepted, I/we will, when required and within the time stipulated, provide a guarantee of

(*) Insurance Company (name).....

(of Address).....

.....(*)

Commercial Bank (Name).....

(Branch).....

(of Address):

to be approved by you, the Employer, for the amount stipulated.

(*): delete whichever is not applicable.

I/we understand that failure to produce an acceptable Demand Guarantee within the stipulated period is a fundamental breach of Contract, entitling the Employer to:

- I. withhold all payments which may be due to the Contractor pending compliance with the stipulated requirements to produce an acceptable Demand Guarantee.
- II. instruct the Contractor to cease all work pending provision of the Demand Guarantee, and
- III. cancel the Contract.

Signed		Date	
Print Name		Position	
Tenderer			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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G. SCHEDULE OF PROPOSED SUBCONTRACTORS

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

We confirm that all Subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

Name and address of proposed Subcontractor		Nature and extent of work		Previous experience with Subcontractor.	
Signed				Date	
Name				Position	
Tenderer					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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H. FINANCIAL INFORMATION OF TENDERER

This information sheet has to be filled in by the financier of the Tenderer, duly signed and stamped on behalf of the financial institution he represents.

Tenderer Details

Tender Description : Contract
Period : Name of Tenderer
:

Bank Account Number :

Tendered Amount : Demand

Guarantee will be provided by this Bank: YES ☐ NO ☐

If yes, state amount of Demand Guarantee: R.....

Financial Institution

Name of Commercial Bank :

Branch: Name of Bank Manager

: Telephone Number :

..... I / We acting on behalf of the

above Commercial Bank confirm that

.....(Tenderer)

has operated an account with us for the last years.

We have been requested to provide a bank rating based in relation to the financial capability of the Tenderer, taking into account directives set out in the following two tables:

Financial Capability	
Maximum value of contract that the Tenderer is considered capable of	Value on which Bank Rating must be used
up to R300 000	R24 000
R1 000 000	R78 000
R3 000 000	R240 000
R5 000 000	R480 000
R10 000 000	R900 000
R30 000 000	R2 400 000
R100 000 000	R7 800 000

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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I. CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS

TO: MUNICIPAL MANAGER, KGETLENGRIVIER MUNICIPALITY

FROM: _____(Name of Tenderer)

FURTHER DETAILS OF TENDERER(S); DIRECTORS/SHAREHOLDERS/PARTNERS, ETC.

Directors/shareholders/Partner	Physical address of the Business	Municipal Account No.	Physical residential address of the Director/ Shareholder/Partner	Municipal Account No.

NB: Please attach certified copy of ID document(s)

Signatory

Date

Witnesses

1. _____
Full Names

Signature

Date

2. _____
Full Names

Signature

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)CERTIFY
THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE TRUE AND
CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE
TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

Signature

Date

Position

Name of Tenderer

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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J. DECLARATION OF INTEREST

MBD 4

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? YES / NO

3.8.1 If yes, furnish particulars.

.....
.....

¹MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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(iii) the national Assembly or the national Council of provinces;

- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

² Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months? YES / NO

3.9.1 If yes, furnish particulars.....
.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?.....YES / NO

3.10.1 If yes, furnish particulars.
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?.....YES / NO

3.11.1 If yes, furnish particulars
.....
.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?.....YES / NO

3.12.1 If yes, furnish particulars.....

.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?.....YES / NO

3.13.1 If yes, furnish particulars.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract YES / NO

3.14.1 If yes, furnish particulars:

.....

2. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

Signature: _____ Date: _____

Capacity: _____ Name of Bidder: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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K. THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME MBD5

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:

- (a) Any single contract with imported content exceeding US\$10 million, Or
- (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2-year period which in total exceeds US\$10 million. or
- (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million. or
- (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers

A period of seven years has been identified as the time frame within which to discharge the obligation

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful Tenderers (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 TENDER SUBMISSIONS AND CONTRACT REPORTING REQUIREMENTS OF TENDERERS AND SUCCESSFUL TENDERERS (CONTRACTORS)

- 3.1 Tenderers are required to sign and submit this Standard Tendering Document (SBD 5) together with the Tender on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful Tenderers (contractors) are required, immediately after being officially notified about any successful Tender with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Tender / contract number.
 - Description of the goods, works or services.
 - Date on which the contract was accepted.
 - Name, address and contact details of the government institution.
 - Value of the contract.
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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4 PROCESSES TO SATISFY THE NIP OBLIGATION

4.1 Once the successful Tenderer (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- (a) the contractor and the DTI will determine the NIP obligation;
- (b) the contractor and the DTI will sign the NIP obligation agreement;
- (c) the contractor will submit a performance guarantee to the DTI;
- (d) the contractor will submit a business concept for consideration and approval by the DTI;
- (e) upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- (f) the contractor will implement the business plans; and
- (g) the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful Tenderer (contractor) and, therefore, does not involve the purchasing institution

Bid number:.....Closing date:..... Name of Tenderer..... Postal Address..... Signature:.....Name (in print)..... Date:.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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MBD 6.1

L. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

This preference form must form part of all Bidders 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 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- 1.3 Points for this bid shall be awarded for:
- (c) Price; and
 - (d) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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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:
 - 4) B-BBEE Status level certificate issued by an authorized body or person;
 - 5) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 6) 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
$Ps = 80 * \left(\frac{Pt - Pmin}{Pmin} \right)$		$Ps = 90 * \left(\frac{Pt - Pmin}{Pmin} \right)$

Where

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
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4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference 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)

7.1.1 If yes, indicate:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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(Tick applicable box)

YES		NO	
-----	--	----	--

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:

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

.....

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Contractor

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Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
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8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc. [TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated Registered Account Number

Stand Number

8.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

8.9 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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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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.....	

..... BIDDER SIGNATURE(S) DATE:.....

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
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MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

- I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
- The following documents shall be deemed to form and be read and construed as part of this agreement:
 - Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of
 - Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - General Conditions of Contract; and
 - Other (specify)
- I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T2:	Returnable Documents		
	Subject:	T2.2.13. DECLARATION OF INSURANCES		

6. I confirm that I am duly authorised to sign this contract.

Capacity Signature..... Name Of Firm..... Date..... Name (Print)..... Date	Witnesses 1. Name..... Date..... 2. Name..... Date.....
--	---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T2:	Returnable Documents		
	Subject:	T2.2.13. DECLARATION OF INSURANCES		

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

- I.....in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
- An official order indicating delivery instructions is forthcoming.
- I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

- I confirm that I am duly authorized to sign this contract.

Signed At.....on.....

Name (Print):

Signature:

OFFICIAL STAMP

WITNESSES

1.....

2.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T2:	Returnable Documents		
	Subject:	T2.2.13. DECLARATION OF INSURANCES		

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

- I hereby undertake to render services described in the attached bidding documents to (name of the institution)... in accordance with the requirements and task directives/proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
- The following documents shall be deemed to form and be read and construed as part of this agreement:
 - Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - General Conditions of Contract; and
 - Other (specify)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T2:	Returnable Documents		
	Subject:	T2.2.13. DECLARATION OF INSURANCES		

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

Capacity Signature..... Name Of Firm..... Date..... Name (Print)..... Date	Witnesses 1. Name..... Date..... 2. Name..... Date.....
---	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T2:	Returnable Documents		
	Subject:	T2.2.13. DECLARATION OF INSURANCES		

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

- I..... in my capacity as accept your bid under reference numberdated for the rendering of services indicated hereunder and/or further specified in the annexure(s).
- An official order indicating service delivery instructions is forthcoming.
- I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

- I confirm that I am duly authorised to sign this contract.

Signed At.....on.....

Name (Print):

Signature:

OFFICIAL STAMP

WITNESSES

1.....

2.....

Date.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T2:	Returnable Documents		
	Subject:	T2.2.13. DECLARATION OF INSURANCES		

MBD 8

M. DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T2:	Returnable Documents		
	Subject:	T2.2.13. DECLARATION OF INSURANCES		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

Date

.....

Position

Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T2:	Returnable Documents		
	Subject:	T2.2.13. DECLARATION OF INSURANCES		

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF TENDER No.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

.....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the Tenderer.

I, the undersigned,..... (full names)

Do hereby declare, in my capacity as

of(name of Tenderer entity), the

following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified Tender comply with the minimum local content requirements as specified in the Tender, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Tender price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % as calculated in terms of SATS 1286	

If the Tender is for more than one product, a schedule of the local content by product shall be attached.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (e) I understand that the awarding of the Tender is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T2:	Returnable Documents		
	Subject:	T2.2.13. DECLARATION OF INSURANCES		

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T2:	Returnable Documents		
	Subject:	T2.2.13. DECLARATION OF INSURANCES		

MBD 9

N. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

1. This Municipal Tendering Document (MBD) must form part of all Tenders¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive Tendering (or Tender rigging).² Collusive Tendering is a pe se prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the Tender of any Tenderer if that Tenderer or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the Tendering process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when Tenders are considered, reasonable steps are taken to prevent any form of Tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination (MBD 9) must be completed and submitted with the Tender:

¹ Includes price quotations, advertised competitive Tenders, limited Tenders and proposals.

² Tender rigging (or collusive Tendering) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a Tendering process. Tender rigging is, therefore, an agreement between competitors not to compete.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T2:	Returnable Documents		
	Subject:	T2.2.13. DECLARATION OF INSURANCES		

O. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Tender:

.....

(Tender Number and Description)

in response to the invitation for the Tender made by:

.....

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:.....that:

(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Tenderer to sign this Certificate, and to submit the accompanying Tender, on behalf of the Tenderer;
4. Each person whose signature appears on the accompanying Tender has been authorized by the Tenderer to determine the terms of, and to sign, the Tender, on behalf of the Tenderer;
5. For the purposes of this Certificate and the accompanying Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - (a) has been requested to submit a Tender in response to this Tender invitation;
 - (b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T2:	Returnable Documents		
	Subject:	T2.2.13. DECLARATION OF INSURANCES		

6. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive Tendering.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a Tender;
 - (e) the submission of a Tender which does not meet the specifications and conditions of the Tender; or
 - (f) Tendering with the intention not to win the Tender.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Tender invitation relates.
9. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- ³ **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.**
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T2:	Returnable Documents		
	Subject:	T2.2.13. DECLARATION OF INSURANCES		

.....

Signature

.....

Date

.....

Position

.....

Name of Tenderer

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T2:	Returnable Documents		
	Subject:	T2.2.13. DECLARATION OF INSURANCES		

P. COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Contractor familiar with the OHSA (ACT 85 of 1993) and its Regulations?		YES	/	NO
2. Who will prepare the Contractor's Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).		YES	/	NO
3. Does the Contractor have a health and safety policy? (If yes, provide a copy). How is this policy communicated to all employees?		YES	/	NO
4. Does the Contractor keep records of safety aspects of each construction site? If yes, what records are kept?		YES	/	NO
5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings?		YES	/	NO
6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? If yes, please explain his duties and provide a copy of his CV.		YES	/	NO
7. Does the Contractor have trained first aid employees? If yes, indicate, who.		YES	/	NO
8. Does the Contractor have a safety induction-training programme in place? (If yes, provide a copy)		YES	/	NO

.....
Signature of Bidder

.....
Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T2:	Returnable Documents		
	Subject:	T2.2.13. DECLARATION OF INSURANCES		

Q. ORIGINAL BANK RATING LETTER

Attached the Bank Rating to this Page

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part T2:	Returnable Documents		
	Subject:	T2.2.13. DECLARATION OF INSURANCES		

R. DAY WORK SCHEDULE

This Day work Schedule shall be used for the valuation of any additional or substituted work which cannot conveniently be valued at the rates and prices submitted in the schedule of quantities.

In respect of labour and materials used in the additional or substituted work not covered in the Day work Schedule the Contractor shall be paid the actual cost plus the percentage allowance stated in the schedule of quantities.

The Tenderer shall quote hereunder rates which shall apply for payment purposes if the Engineer orders additional or substituted work to be carried out on a day work basis and shall therefore be in accordance with the requirements of clause 37(2) of the General Conditions of Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part C1:	Agreements and Contract Data		
	Subject:	General Conditions		

KGETLENGRIVIER LOCAL MUNICIPALITY

BID NO.

KRLM/TEC/BID:03/2026-27

BULK WATER SUPPLY TO BO-DORP IN SWARTRUGGENS

PART C1: AGREEMENTS AND CONTRACT DATA

GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS

Third Edition, 2015

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Section C1.4 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL
HEALTH AND SAFETY ACT No 85 OF 1993

Section C1.5 AGREEMENT WITH ADJUDICATOR

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part C1:	Agreements and Contract Data		
	Subject:	General Conditions		

KGETLENGRIVIER LOCAL MUNICIPALITY

BID NO. KRLM/TEC/BID:03/2026-27

BULK WATER SUPPLY TO BO-DORP IN SWARTRUGGENS

PART C1: AGREEMENTS AND CONTRACT DATA

GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS

Third Edition, 2015

C1.1 Form of Contract Agreement

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part C1:	Agreements and Contract Data		
	Subject:	General Conditions		

Contract Agreement

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of construction works viz.:

Project Description _____

Contract No.: _____

The Tenderer, identified in the Offer signature block, 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 authorized, 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

.....

(Amount in Words)
 R.....(Amount 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 terms of the Conditions of Contract identified in the Contract Data.

For and on behalf of the Contractor

Signature_____ Full names_____

Capacity_ _____ Date_ _____

For the Tenderer _____
 (Name and address of organization)

Signature of Witness_____ Full name_____

Date_ _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part C1:	Agreements and Contract Data		
	Subject:	General Conditions		

ACCEPTANCE

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

Part 1: Agreements and Contract Data (which include this Agreement) Part 2: Pricing Data

Part 3: Scope of Work

Part 4: Site Information, drawings and documents or parts thereof, which may be incorporated by reference into parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto, as 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 shall be signed by the authorized representative(s) of both parties.

The Tenderer shall, within 7 days of 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 guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of the 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 copy of this original document, including the Schedule of Deviations (if any). Such date should be confirmed in a manner that can be read, copied and recorded and shall be accepted by the contracting parties as the Commencement Date. This agreement shall constitute a binding contract between the parties.

For and on behalf of the Contractor

Signature_____ Full names_____

Capacity_ _____ Date_ _____

For the Employer _____
(Name of organization)

Signature of Witness_____ Full name_____

Date_ _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part C1:	Agreements and Contract Data		
	Subject:	General Conditions		

SCHEDULE OF DEVIATIONS

The extent of deviations from the Tender documents issued by the Employer before the Tender closing date is limited to those permitted in terms of the Conditions of Tender.

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, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

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.

Any change or addition to the Tender documents arising from the above agreements and recorded here shall also be incorporated into the final Contract Document.

3.1 Subject.....

Details.....

3.2 Subject.....

Details.....

3.3 Subject.....

Details.....

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Contractor 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 changes to the terms of the offer agreed by the Contractor and the Employer in concluding this process of offer and acceptance; in witness thereof the parties hereto have caused this agreement to be executed.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part C1:	Agreements and Contract Data		
	Subject:	General Conditions		

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 Contractor of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

Signed by: Signed by:
Print Name: Print Name:
Address: Address:

.....

For and on behalf of the Employer in the For and on behalf of the Contractor in the presence of

Witness: Witness:
Print Name: Print Name:
Date: Date.....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part C1:	Agreements and Contract Data		
	Subject:	General Conditions		

KGETLENGRIVIER LOCAL MUNICIPALITY

BID NO. KRLM/TEC/BID:03/2026-27

BULK WATER SUPPLY TO BO-DORP IN SWARTRUGGENS

PART C1: AGREEMENTS AND CONTRACT DATA

GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS

Third Edition, 2015

Section C1.2 General Conditions

The General Conditions of Contract include conditions, which are likely to apply to the majority of such contracts. Essential items of information which are particular to each individual contract are to be included in the Particular Conditions Part A – Contract Data.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part C1:	Agreements and Contract Data		
	Subject:	General Conditions		

KGETLENGRIVIER LOCAL MUNICIPALITY

BULK WATER SUPPLY TO BO-DORP IN SWARTRUGGENS

PART C1: AGREEMENTS AND CONTRACT DATA

GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS

Third Edition, 2015

Section C1.2 General Conditions

Part A Contract Data

Part B Special Provisions

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part C2:	Pricing Data		
	Subject:	Content List		

KGETLENGRIVIER LOCAL MUNICIPALITY

BULK WATER SUPPLY TO BO-DORP IN SWARTRUGGENS

Part C1.2 Contract Data

The Conditions of Contract are the “General Conditions of Contract for Construction Works, Third Edition 2015 (GCC 3rd 2015)” available from SAICE, tell: 011 805 5947, or online at www.saice.org.za

Each item of data given below is cross-referenced to the clause in the “General Conditions of Contract for Construction Works, Third Edition 2015 (GCC 2015)” which requires it. The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

Part one - Data provided by the Employer

Clause The Defects Liability Period is **12 months**
1.1.1.13:

Clause The Employer is KGETLENGRIVIER LOCAL MUNICIPALITY.
1.1.1.15:

Clause The Pricing Strategy is **Re-measurement Contract**
1.1.1.26:

Clause The Employer's address:
1.2.1.2:

Address	KRLM, corner Smuts and De Wet Street, Koster.
Postal Address	P.O Box 66, 0348
Tel No	014 543 2004/5/6
Contact person	O. Madisa

Clause The Engineer is MwB Consulting Engineers
1.1.1.16:

Clause The Engineer's address is:
1.2.1.2:

Address	204 Beyers Naude Drive, Rustenburg, 0299
Postal Address	Postnet Suite 4105, Private Bag X82323, Rustenburg, 0300
Tel No	014-592 8504
Contact person	Marx Jordaan Pr Eng; Pr CPM

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part C2:	Pricing Data		
	Subject:	Content List		

Clause 5.3.1: The documentation required before commencement with Works execution are:

- Health and Safety Plan (Refer to Clause 4.3)
- Initial programme (Refer to Clause 5.6)
- Security (Refer to Clause 6.2)
- Insurance (Refer to Clause 8.6)
- Approval to commence construction work (from DoL) in terms of OHS Act

Clause 5.3.2: The time to submit the documentation required before commencement with Works execution is **14 days**.

Clause 5.8.1: The non-working days are **Saturdays and Sundays**.

The special non-working days are:

(1) Public holidays as promulgated in South Africa.

Clause 5.13.1: The penalty for failing to complete the Works is **R5 000-00 per calendar day**

Clause 5.16.3: The latent defect period is **5 years**

Clause 6.10.1.5: The percentage advance on materials not yet built into the Permanent Works is **80%**

Clause 6.10.3: The limit of retention money is **10%**

Clause 8.6.1.1.2: The value of Plant and materials supplied by the Employer to be included in the insurance sum is **Nil**.

Clause 8.6.1.1.3: The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is **15%** of the Contract Amount.

Clause 8.6.1.3: The limit of indemnity for liability insurance is **R10 million**.

Clause 10.5.3: The number of Adjudication Board Members to be appointed is **one**.

Optional Data

Clause 1.3.2: The governing law is the law of the Republic of South Africa.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
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Clause 1.3.3: The language of the Contract and for written communications is English.

Clause 5.4.2: The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information.

Clause 6.8.2: The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:

The value of "x" is 0.1

The values of the coefficients are:

a = 0.25 Labour

b = 0.15 Contractor's equipment

c = 0.55 Material

d = 0.05 Fuel

The province wherein the larger part of the Site is located is North West Province for which the Labour Index would be applicable from Statistical News Release, P0141, Table A.

The applicable work group index is 104 Earthworks from the Contract Price Adjustment Provisions, *Selected the applicable industry from Statistical News Release, P0151, Table 1.*

The area for the Producer Price Index for fuel is "Witwatersrand" *Selected the applicable industry from Statistical News Release, P0151, Table 4.*

The base month is October 2026.

Clause 6.8.3: Price adjustments for variations in the costs of special materials are allowed.

Clause 8.6.5: The insurances shall be affected with an insurance company registered in Republic of South Africa.

Clause 10.5.1: Dispute resolution shall be by standing adjudication.

Clause 10.7.1: The determination of disputes shall be by arbitration.

Additional conditions of contract

The *additional conditions of contract* are:



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part C2:	Pricing Data		
	Subject:	Content List		

Clause
6.10.2: Tax invoices
Add the following clauses to clause 51
The Contractor's invoice.

51.5 The Contractor submits original valid tax invoices of the Contractor satisfying the requirements of the Works Information one week after receiving a payment certificate from the Engineer in terms of clause 6.10.1.

51.6 Where the Contractor does not submit his valid tax certificate within the time required, the period within which payment is made in terms of clause 6.10.1. is extended by the length of time from the date when the Contractor should have submitted his valid tax invoice to the date when he does submit it.

Clause
10.5.1: Selection and appointment of the *Adjudicator*
Amend the clause as follows:

Within 14 days after declaring a dispute and if the Adjudicator was not yet appointed with a previous dispute, the notifying Party notifies the other Party of the names of two persons he has chosen from the SAICE Panel of Adjudicators, whose availability to act as the Adjudicator the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the Adjudicator within four days of receiving the notice, failing which the person chosen by the notifying Party will be the Adjudicator for the Contract. The Parties appoint the selected Adjudicator under an appropriate contract within 14 days.

Should the parties not agree on a person to act as Adjudicator, the notifying Party will request the President of SAICE to nominate a suitable person.

Clause
3.1.4: Acts or omissions by mandatories

In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the Contractor hereby agrees that the Employer is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the Contractor and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the Employer and the Contractor contemplated in section 37(2).


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
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	Subject:	Content List		

Prices for imported content

The exchange rate is a rate published on the website
<http://www.xe.com/currencytables/>

The Contractor identifies those items in the Pricing Schedule that have an imported content of 40% or more, and which require adjustment due to exchange rate fluctuations. The Contractor states the amounts included in the Prices for these items purchased in a foreign currency and declares the currency for such amounts in the Contract Data and identifies these items from the Pricing Schedule on a separate exchange rate fluctuation schedule.

The Prices for these identified items are adjusted on the date of delivery by multiplying them by the relevant exchange rate 30 days prior to the closing date of tenders and dividing them by the relevant exchange rate on the date of delivery.

Contract Participation Goal

Contract Participation Goal: Engagement of Targeted Enterprises in the performance of the Contract

Participation of Targeted Enterprises in the performance of the contract will be measured utilising the provisions of SANS10845-5:2015. The tendered Contract Participation Goal must be achieved, failing which sanctions will be imposed to 1.5 times the envisaged benefit, based on the actual Contract Participation Goal achieved.

Monthly reports on progress towards the Contract Participation Goal will be included in the interim payment certificate claims submitted by the contractor.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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Clause
5.12.2.2:

Abnormal Climatic Conditions

Add the following to sub-clause 5.12.2.2 abnormal climatic conditions:

“Normal rainfall is not regarded as “abnormal climatic conditions” which entitles the Contractor to extension of time. Allowance for normal rainfall shall be deemed to have been made in his tendered rates, prices and programme. Extension of time for abnormal rainfall will be handled according to the formula below:

$$V = \frac{(N_w - N_n)}{X} + \frac{(R_w - R_n)}{X}$$

Where:

V = Extension of time in calendar days in respect of the calendar month under consideration.

Nw = Actual number of days during the calendar month on which a rainfall of Y mm or more has been recorded.

Nn = Average number of days, as derived from existing rainfall records, on which a rainfall of Y mm or more has been recorded for the calendar month.

Rw = Actual rainfall in mm recorded for the calendar month under consideration.

Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records.

The factor (Nw - Nn) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Y mm. The factor (Rw - Rn)/X shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed Y mm but wet conditions prevented or disrupted work.

For the purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the Appendix and/or the Specifications.

The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total be negative the time for completion shall not be reduced. Extension of time for part of a month shall be calculated using pro rata values of Nn and Rn. Any extension of time granted in terms of this Clause will not be cause for additional payment.

This formula does not take account of flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned. The values of X, Y, Nn and Rn to be used in above-mentioned formula are as follows: X = 10 mm & Y = 4 mm

The rainfall data applicable to the site is located in Part C4 Site Information

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
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PART C1.2 Contract Data

The Conditions of Contract are the “**General Conditions of Contract for Construction Works, Third Edition 2015 (GCC 3rd 2015)**” available from SAICE, tel: 011 805 5947, or online at www.saice.org.za

Each item of data given below is cross-referenced to the clause in the “General Conditions of Contract for Construction Works, Third Edition 2015 (GCC 3rd 2015)” which requires it. The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

Part two - Data provided by the Contractor

Clause 1.1.1.9:	The Contractor is (Name):													
Clause 1.2.1.2:	The Contractor's address: <table border="1"> <tr> <td>Address</td> <td></td> </tr> <tr> <td>Postal Address</td> <td></td> </tr> <tr> <td>Tel No</td> <td></td> </tr> <tr> <td>Fax No</td> <td></td> </tr> <tr> <td>Mobile No</td> <td></td> </tr> <tr> <td>Contact person</td> <td></td> </tr> </table>		Address		Postal Address		Tel No		Fax No		Mobile No		Contact person	
Address														
Postal Address														
Tel No														
Fax No														
Mobile No														
Contact person														
Clause 1.1.1.14:	The time for achieving Practical Completion is:													
Clause 6.2.1:	The security to be provided by the Contractor shall be one of the following: <table border="1"> <thead> <tr> <th>Type of security (Indicate if Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the percentages)</th> <th>Contractor's choice. Indicate "Yes" or "No"</th> </tr> </thead> <tbody> <tr> <td>Performance guarantee of 10 % of the Contract Sum plus retention of 5 % of the value of the Works.</td> <td></td> </tr> </tbody> </table> <i>Note: In the Standard for Uniformity in Construction Procurement in section 4.4.4.4 it is stated that: "Retention monies that are held shall not exceed 10% of any amount due to a contractor. Where guarantees of an insurance company or bank that are provided are equal to or greater than 10% of the contract price, the total amount of retention monies held shall not exceed 5% of the contract price."</i>		Type of security (Indicate if Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the percentages)	Contractor's choice. Indicate "Yes" or "No"	Performance guarantee of 10 % of the Contract Sum plus retention of 5 % of the value of the Works.									
Type of security (Indicate if Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the percentages)	Contractor's choice. Indicate "Yes" or "No"													
Performance guarantee of 10 % of the Contract Sum plus retention of 5 % of the value of the Works.														
Clause 6.5.1.2.3:	The percentage allowance to cover overhead charges is NIL													

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
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Part C1.3 Pro forma Performance Guarantee (for use with GCC 2015)

(to be reproduced exactly as shown below on the letterhead of the Institution providing the Bond / Guarantee)

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:	(Insert name of Guarantor), a company registered in accordance with the laws of the Republic of South Africa under Registration No (insert registration number).
Physical address:	Insert Physical Address
"Employer" means:	KGETLENGRIVIER LOCAL MUNICIPALITY , a company registered in accordance with the laws of the Republic of South Africa under Registration Number (insert registration number).
"Contractor" means:	(Insert name of Contractor), a company registered in accordance with the laws of the Republic of South Africa under Registration No (insert registration number).
"Engineer" means:	(Insert name of Engineer), a company registered in accordance with the laws of the Republic of South Africa under Registration No (insert registration number).
"Works" means:	[insert details from Contract Data part 1]
"Site" means:	[insert details from Site Information]
"Contract" means:	The Agreement made on or about the day of, 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:	
"Expiry Date" means:	the earlier of: - the date that the Guarantor receives a notice from the Employer stating that Completion has been achieved and all notified Defects within two months of Completion have been corrected, or - the date that the Guarantor issues a replacement Bond for such lesser or higher amount as may be required by the Employer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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	Subject:	Content List		

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer 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. The Guarantor hereby acknowledges that:
 - 3.1 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.
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer 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 4.2;
 - 4.2 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 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 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:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 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 5; and
 - 5.3 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.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, 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.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
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9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem 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.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 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.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's 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:

For and on behalf of the Guarantor

Guarantor Signatories(s)

Name(s) (printed)

Witness(s)

Guarantor's stamp

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
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OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

This agreement is mandatory for all contractors appointed by the KGETLENGRIVIER LOCAL MUNICIPALITY or any other institution that do work for or on behalf of Municipality.

This agreement is between:

THE CONTRACTOR:

Herein represented by.....

In his capacity, as.....Being duly authorized hereto hereinafter referred to as “contractor”.

Compensation Commissioner Number:

(Attach a copy of the Registration Certificate to this agreement)

Company : Name:.....

Registration Number:

CEO : Name:.....

ID Number:

Physical Address:

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
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And the KGETLENGRIVIER MUNICIPALITY (Hereinafter referred to as “the Council”)

1. DEFINITIONS

1.1 CONTRACTOR Means the “Contractor” as defined in the “Principal Contract”.

Annexed hereto in his capacity as mandatory.

1.2 MANDATORY Includes an agent, contractor or subcontractor for work to be done or service rendered, but without derogating from his status in his own right as an employer of people or user of equipment, machinery, tools or materials.

1.3 THE PRINCIPAL CONTRACT Means the contract annexed hereto as annexure “A”.

1.4 COUNCIL Means the KGETLENGRIVIER MUNICIPALITY

1.5 RISK CONTROL OFFICER A person appointed in writing by Council.

1.6 Any definitions contained in any Statute hereinafter mentioned shall have the meaning allocated to it by the specific statute.

2. OBJECTIVE

2.1 Whereas Council and the Contractor have entered into a contract for service (work) as fully indicated in the “Principle Contract” and whereas the “Contractor” agreed to indemnify Council against the risks stated hereunder whether foreseeable or not, and, whereas it is agreed between the parties that it is of cardinal importance to safeguard both Council and the Contractor’s obligation in terms of relevant legislation as well as to extend the obligation as a company and/or legal person and/or person as an entity concerned with health, safety and the environment.

2.2 These rules are applicable to all contractors performing work for Council within the jurisdictional area of the Council and on any premises, which are owned, rented or developed by the Council.

2.3 The Council acts through those officials or persons who are generally or specifically charged with the responsibility, in terms of legislation, as well as any other official or person who is generally or specifically charged with the control and supervision of the project.

IT IS HEREBY AGREED AS FOLLOWS:

3. INDEMNITIES

3.1 The “Contractor” hereby indemnifies the “Council” against any loss in respect of all claims, proceeding, damages, costs and expenses arising out of any claim or proceeding

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
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pertaining to the non-compliance by the “Contractor” of any statutory requirements and/or requirements regarding the following Acts in particular pertaining to the provisions of:

- 3.1.1 The Occupational Health and Safety Act 85 of 1993 (as amended), including the Construction Regulations, 2003 as promulgated on 18 July 2003, in terms of Section

43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), in Government Gazette No. 25207 and Regulation Gazette No. 7721. See Annexure B.

- 3.1.2 The Health Act 63 of 1977.
- 3.1.3 Road Traffic Act 29 of 1989 (as amended).
- 3.1.4 Environment Conservation Act 73 of 1989.
- 3.1.5 The National Water Act 36 of 1998.
- 3.1.6 The Criminal Procedure Act 51 of 1977.
- 3.1.7 The Explosives Act 26 of 1956.
- 3.1.8 The Arms and Ammunition Act 75 of 1969.
- 3.1.9 Compensation for Occupational Injuries and Diseases Act 130 of 1993.
- 3.1.10 The Labour Relations Act 66 of 1995.
- 3.1.11 The Unemployment Insurance Act 30 of 1966 (as amended).
- 3.1.12 The Basic Conditions of Employment Act 75 of 1997 (as amended).
- 3.1.13 Standards Act 29 of 1993.
- 3.1.14 any statutory provisions in any act and/or any law or bylaw of any local government and/or any published official standard incorporated into any statute or bylaw relating to the completion of the work set out in the “Principal Contract”.
- 3.1.15 Any other health and safety standard prescribed by the “Council”.

- 3.2 The “Contractor” shall ensure that he familiarizes himself with the requirements of the above legislation and that he, his employees and any subcontractor will comply with all the statutory provisions contained in them.

- 3.3 The “Contractor” shall indemnify the “Council” in respect of any physical loss or damage to any plant, equipment or other property belonging to the “Contractor” or for which he is responsible and he hereby indemnifies the “Council” against any loss in respect of all claims, proceedings, damages, costs and expenses consequent upon the loss of or damage to any plant, equipment or other property belonging to, or which is the responsibility of, any subcontractor, agent or employee of the subcontractor.

- 3.4 The “Contractor” shall and hereby indemnifies the “Council” against any liability, loss, claim or proceedings whatsoever, whether arising in common law or by statute, consequent on personal injuries to or the loss of health or death of any person whosoever arising out of or in the course of or caused by the execution of the “Principal Contract”.

- 3.5 The “Contractor” shall and hereby indemnifies the “Council” against any liability, loss, claim or proceedings consequent on loss of or damage to any movable or immovable property arising out of or in the course of or caused by the execution of the “Principal Contract” and due to any act or omission of the “Contractor”, his agents, servants or subcontractors.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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4. PERFORMANCE SAFE WORKING PRACTICE

- 4.1 The “Council” requires a high standard of safe work performance from all employees and expects that the standard be maintained by the “Contractor” within the “Council’s” jurisdictional area or on its premises.
- 4.2 Irrespective of human considerations, the maintaining of these health and safety rules shall be the execution of the prescribed legal requirements. These rules are not to hinder the “Contractor” in rendering services or indemnify the “Contractor” from any legal responsibility to ensure healthy and safe work circumstances.
- 4.1 The “Council” shall assist the “Contractor” in any practical considerations to accommodate the healthy and safe execution of work and therefore require co-operation in the execution of these safety rules.

5. LOCK OUT PROCEDURE

- 5.1 When power or air driven machines or equipment, electrical apparatus or pipe lines are examined, repaired, adjusted, cleaned, lubricated or serviced in any other way than normal servicing, then all isolating switches, -levers, valves or appliances must be put in the “off” or “closed” position and locked.
- 5.2 Should more than one team work on a machine, then each person in control of a team, must put a separate lock on the switch, lever, valve or appliance.

6. CRANES, VEHICLES AND HOISTING

- 6.1 For each crane or hoisting equipment used, the “Contractor” must submit a valid and recent test certificate or other form of the last examination of the machine or equipment, to the “Council”.
- 6.2.1 Only trained personnel with written permission and where determined by Law, with a valid driver’s license, may be allowed to operate any electrical diesel or petrol driver overhead crane, hydraulic or electrical hoisting equipment, self-driven forklift, tractor or any other crane or vehicle. No employee of the “Contractor” may perform any overhead work or work on an overhead crane or hoisting equipment or work near cranes or crane rail, before:
- i) An agreement was concluded with the “Council”.
 - ii) Approval has been obtained from the “Council” to perform the work.
 - iii) All applicable danger – and warning symbolic signs are put into position, or exemption, if applied for, is in operation.
- 6.3 The “Contractor” shall be wholly responsible for any loss or damage to cranes, hoisting equipment, plant, machines or equipment brought onto the work site by the “Contractor”

7. MACHINE VALANCES, PROTECTION AND FENDING

- 7.1 No machine valances, protection or fending may be removed from machines, manholes, etc. without the written permission of “Council” if applicable exemption procedures were not appropriated.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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8. SCAFFOLD, LADDERS, TOOLS AND EQUIPMENT

- 8.1 No equipment or appliance belonging to "Council" may be used without written permission from "Council".
- 8.2 Unless prior arranged, "Contractors" must bring sufficient tools and equipment to the site to finish the contract, including offices and storerooms. The mentioned equipment remains the responsibility of the "Contractor" with respect to loss, damage and theft.
- 8.3 In exceptional cases, where tools and equipment belonging to "Council" are used to finish the contract, the said equipment and tools are used on own risk and the "Contractor" indemnifies "Council" from any claims that may arise. The said indemnity must be in writing, as well as information regarding the loan period, identification and condition of tools and equipment. The "Contractor" is responsible for the returning of said tools and equipment in the same condition or better. The "Contractor" is responsible to "Council" for any damage or excessive wear of such tools or equipment and material.

9. EXCAVATIONS

- 9.1 Before any excavations commence, written permission must be obtained from "Council" to confirm the location of existing electrical cables, water pipes, etc.
- 9.2 All excavations and obstructions in floor, tar and dirt surfaces must be fenced effectively and safeguarded between sundown and sunup with a sufficient amount of red/yellow warning lights and symbolic signs.
- 9.3 The surrounding area must be kept clean, safe and tidy during excavation. Excess material may not obstruct unnecessarily.
- 9.4 If any property is in danger during excavation, it must be supported and the proposed support work must be submitted to the Department of Labour (OHS) and "Council" for approval.
- 9.5 Written permission must be obtained from "Council" to grant admittance to restricted areas as well as areas where dangerous or poisonous gases are present.

10. FIRST AID

- 10.1 The "Contractor" must provide and maintain a first aid box equipped according to legal requirement where more than (5) five persons are employed. The first aid box must be in the care of a person with a competency certificate from one of the following organizations:
- (i) SA Red Cross Association;
 - (ii) St Johns Ambulance;
 - (iii) SA First Aid League; or
 - (iv) A person or organization approved by the Chief inspector for this purpose.
- 10.2 A visible notice must be put up on any work premises with the name of the person responsible for first aid. In an emergency "Council's" Ambulance / Fire Department or emergency services may be contacted at (015) 290 2000.

Contractor

Witness 1

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11. FLAMMABLE LIQUIDS

- 11.1 The “Contractor” shall be held responsible for the necessary precautionary fire prevention measures. No smoking signs must be put up where applicable. The “Contractor’s” employees must be informed of “Council’s” fire prevention measures and evacuation procedures.

12. COMPENSATION BY CONTRACTOR

- 12.1 The “Contractor” shall be held responsible for all loss of and damage to property, the death or injury of persons, the resultant loss or damage suffered as well as all law suits, claims, costs, charges, fines and expenses due to negligence, violation of statutory liability or neglect of the “Contractor” or the “Contractor’s” employees.

13. TRANSGRESSION OF RULES AND MISBEHAVIOUR

- 13.1 The “Contractor” is warned that any act(s) leading to damage or loss of employees of the “Contractor” or the “Council” shall not be tolerated. The “Council” may (without any reason) demand that any employee of the “Contractor” be withdrawn from the principal “Contract” or site.

14. INCIDENT REPORTING

- 14.1 All incidents referred to in Section 24 of the Occupational Health and Safety Act and or other incidents shall be reported, by the “Contractor”, to the Department of Labour, as well as to the “Council” and should such an incident take place outside normal working hours, on a Saturday, Sunday or Public holiday provided with a written report relating to any incident.
- 14.2 The “Council” will obtain an interest in the issue of any formal inquiry conducted in terms of the Occupational Health and Safety Act in any incident involving the “Contractor” and/or his employees and/or his subcontractors.
- 14.3 The “Contractor” undertakes to report to “Council” anything deemed to be unhealthy and/or unsafe and that he undertakes to verse his employees and/or subcontractors in this regard.

15. LIAISON AND SUPERVISION

- 15.1 The “Contractor” hereby undertakes to liaise on a regular basis with the designated Risk Control Officer and “Council” representative regarding any hazards or incidents that may be identified or encountered during the performance of the “Principal Contract”.

16. SERVICE INTERRUPTION

- 16.1 Should any work done by the “Contractor” cause a possible interruption, written permission must be obtained from “Council”, before such work commences. The

Contractor

Witness 1

Witness 2

Employer

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“Contractor” may not switch on or off any compressed air, steam, oxygen, vacuum supply or electrical supply without written permission from the “Council”.

17. CONFIDENTIALITY

- 17.1 The “Contractor” and his employees shall regard all data, documentation and information of the contract and related documentation as confidential.
- 17.2 Lost documentation/plans or related documentation shall immediately be reported in writing to the “Council”.
- 17.3 The “Contractor” shall not put up any advertisements or billboard at the site without permission.
- 17.4 The “Contractor” shall not take photographs of the contract site or part thereof or any work process or part thereof, without written permission from the “Council”, or have photographs taken, published or let it be published.

18. CONTRACT SITE AND PRESERVATION

- 18.1 Employees of the “Contractor” shall not be allowed entrance to the site unless a valid identity document, issued by “Council”, is displayed. The mentioned documents shall only be valid for a limited period, where after it must be renewed.

19. COMPLETION OF WORK

- 19.1 The “Contractor” or his employees shall not leave the contract site before the “Council” is satisfied that the contract is completed according to the requirements and standards set out in the contract and that the working site is left in a satisfactory and safe condition.

20. LIQUOR, DRUGS, DANGEROUS WEAPONS AND FIREARMS

- 20.1 The “Contractor” shall ensure that no liquor, drugs, dangerous weapons or firearms be brought onto the premises.

21. SEARCHES

- 21.1 The “Contractor” and any person engaged in the contract work may at any time be searched by “Council” appointed security personnel and all packages, suitcases, etc. must be presented to the access control point for examination prior to them being brought onto the property or leaving the property.

22. GENERAL CONDITIONS

- 22.1 Notwithstanding anything to the contrary in this agreement, it is hereby specifically determined that the “Contractor-“

- 22.1.1 shall have acquainted himself and be conversant with the contents of all statutory provisions applicable to the health and safety of workers and other persons on the site

Contractor

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Employer

Witness 1

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including the execution of the work, and in particular the conditions contained in the Occupational Health and Safety Act, 1993 (Act 85/1993), and the regulations promulgated in terms thereof, and shall comply therewith meticulously and in all aspects and/or take care that it is complied with;

22.1.2 shall be obliged to immediately execute all instructions given to him by an authorized representative of "Council" in order to ensure and uphold the implementation and enforcement of the provisions referred to in sub-paragraph 1, to the satisfaction of the said representative;

22.1.3 shall indemnify the "Council" against any or all liability which may be incurred by the "Council" as a result of the omission of the "Contractor", his employees, sub-contractors and/or representatives to comply with the provisions referred to in sub-paragraph 1, or to ensure that it shall be complied with;

22.1.4 shall undertake to pay upon demand any and/or all legal costs and other expenses which "Council" may have incurred as a consequence of any criminal charges or other proceedings pending against, or involving the "Council" as a result of the contravention or non-compliance by the "Contractor", his employees, sub-contractors and/or representative of any of the statutory provisions referred to in sub-paragraph 1.

22.1.5 Should the "Contractor" neglect to immediately execute any health and safety written orders issued to him, or to his employee in charge of the works, in terms of the stipulations of sub-paragraph 2, the "Council" shall be entitled to suspend the execution of the works and take the necessary steps to execute or have such order executed. Under these circumstances the contractor shall be obliged to pay "Council", upon demand, all costs and expenses incurred by "Council", in order to execute or have the said orders executed.

22.1.6 Should the abovementioned steps not establish a healthy and safe work environment the "Council" will be entitled to terminate the contract without incurring any further costs or claims from the contractor?

23. "CONTRACTOR" IDENTIFICATION BOARD

23.1 The "Contractor" shall provide on any work premises a temporary identification board containing at all worksites the following information:

- Company name on behalf of which division/department the work is being done.
- The contact number and name of the person representing the "Contractor".
- The contact number and name of the person representing "Council"

24. ACKNOWLEDGEMENT

24.1 The "Contractor" hereby acknowledges that he has read and received a copy of the "Principal Contract" and agrees to be bound by and undertakes to observe all the terms and conditions of the "Principal Contract". This appointment is made in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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25. EXCEPTIONS AND OMISSIONS

26. REMARKS

THE CONTRACTOR

SIGNED AT ON THIS DAY OF

WITNESSES:

..... 1.
THE CONTRACTOR

..... 2.

THE COUNCIL

SIGNED AT ON THIS DAY OF

WITNESSES..... 1.
THE COUNCIL

..... 2.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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b) INDEMNITY CERTIFICATE

Contractor.....

Employer: KGETLENGRIVIER LOCAL MUNICIPALITY

Contract.....

I/we

.....

Hereafter the "Contractor"

"Contractor" hereby indemnifies the KGETLENGRIVIER MUNICIPALITY (Council) against any claim of whatever sort which may arise directly or indirectly from the execution by me/us of the above-mentioned contract and which may be instituted against "Council", as well as of any loss or damage which the "Council" suffers or expenditure the "Council" incurs to prevent responsibility for such claim, loss or damage, whatever the cause of such claim may be or whatever loss or damage the "Council" suffers.

THUS, done and signed at on this Day

of..... 20.....

WITNESSES:

1.

CONTRACTOR

2.

COUNCIL

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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c) ACKNOWLEDGEMENT CERTIFICATE

I, _____ in _____ my _____ capacity
as..... Duly
authorized
hereto.....representing
.....Contractors,
acknowledge receipt
of a copy of the KGETLENGRIVIER MUNICIPALITY's safety manual for contractors and the under
mentioned person as my supervisor regarding all works and services which must be executed by
the Contractor. The appointment is done in terms of the Occupational Health and Safety Act, 1993
(Act 85/1993).

SIGNED AT ON..... 200...

I, accept the abovementioned
appointment, and declare that I am familiar with the contents of the KGETLENGRIVIER
MUNICIPALITY's Safety Manual for contractors.

CASUALTIES REGISTRATION NUMBER

SIGNED AT ON.....20.....

SIGNATURE:

WITNESSES: 1.....

2.....

A copy of this certificate shall be submitted to the "Council" before any work commences.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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C1.5: Agreement with Adjudicator

This agreement is made on the.....day of 20.....between: The Employer
(name of company / organisation)
of

(address).....and the Contractor
(name of company /organisation)
of (address).....(hereinafter called **the Parties**)

and

(name)of (address)
.....
(hereinafter called the Adjudicator)

Disputes or differences may arise/have arisen* between the Parties under a Contract dated.....
and known as Contract No.....
(Contract title)

and these disputes or differences shall be/have been* referred to adjudication in accordance with
the CIDB Adjudication Procedure, (hereinafter called "the **Procedure**") and the Adjudicator may be
or has been requested to act.

(* Delete as necessary)

IT IS NOW AGREED as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

Contractor

Witness 1

Witness 2

Employer

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SIGNED by:

(Signature): (Signature): (Signature):

Name: **Name:** **Name:**

who warrants that he/ she is duly authorised to sign for and on behalf of the First Party in the presence of	who warrants that he/ she is duly authorised to sign for and on behalf of the First Party in the presence of	who warrants that he/ she is duly authorised to sign for and on behalf of the First Party in the presence of
---	--	--

Witness: **Witness:** **Witness:**

(Signature)..... (Signature)..... (Signature).....

Name: Name: Name:

Address: Address: Address:

.....

Date: Date: Date:

--	--	--	--	--	--

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
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KGETLENGRIVIER LOCAL MUNICIPALITY

BID NO. KRLM/TEC/BID:03/2026-27

BULK WATER SUPPLY TO BO-DORP IN SWARTRUGGENS

PART C2: PRICING DATA

GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS

Third Edition, 2015

Part C2

Pricing Data (Bill of Quantities)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
	Part C2:	Pricing Data		
	Subject:	Pricing Assumptions		

PART C2 PRICING DATA

BULK WATER SUPPLY TO BO-DORP IN SWARTRUGGENS

C2.1 PRICING ASSUMPTIONS

2.1.1 General

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Bid, Conditions of Contract, the Specifications (including the Project Specification) and the Drawings.

The Bider is advised to check the number of pages, and should any be found missing or in duplicate or the figures or writing indistinct or these Bill of Quantities contain any obvious errors, the Bider must inform the Engineer at once and have it rectified. No liability whatsoever will be admitted in respect of errors due to the foregoing.

Should there be any doubt or obscurity as to the meaning of any item, the Bider must obtain an explanation of it, in writing, from the Engineer. No claims for extras arising from any such doubt or obscurity will be admitted after delivery of the Bid.

2.1.2 Quantities reflected in the Bill

The quantities given in the Bill of Quantities are the estimated quantities of work to be done and will be subject to re-measurement during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or planning for it. Any additional works or any extension of work quantities over and above that contained in the Bill of Quantities shall be agreed before the work is completed in the form of an Extra Works Authorization in the case of additional works or a Change Order in the case of an increase in quantities, whichever is the applicable. All documentation must be signed by the Engineer before the work is commenced, and such additional works or increased quantities will not be paid for if certified for payment without the approved documentation.

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. Unless otherwise stated, items are measured net in accordance with the Drawings and Conditions of Contract, 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.

The quantities of work as measured and accepted and certified for payment in accordance with the Drawings and Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract

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Witness 2

Employer

Witness 1

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shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment. Ordering of materials is not to be based on the Bill of Quantities, but only on information issued for construction purposes.

2.1.3 Pricing of the Bill of Quantities

All unit prices, extensions and totals must be filled in black ink and unit prices, extensions and totals submitted in electronic format will not be acceptable.

The prices and rates to be inserted by the Bider 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 of the work and maintenance during the defects notification 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 Bid is based.

Reasonable unit rates and prices shall be entered in the Bill of Quantities as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

Each item shall be priced and extended to the "Total" column by the Bider, except for the items for which only rates are 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 Bider will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract and shall be reflected in the Bill of Quantities as having a nil rate or price.

The Bider shall fill in rates for all items where the words "rate only" appear in the "Total" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated and may be used at the discretion of the Engineer.
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at Bid stage but the possibility that such work may be required is not excluded.

For "Rate Only" items, no quantities are given in the "Quantity" column, but the quoted rate shall apply in the event of work under this item being required. The Bider shall however note that in terms of the Bid Data the Bider may be asked to reconsider any such rates, which the Employer may regard as unbalanced.

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Witness 2

Employer

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

2.1.4 Provisional Sums

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with General Conditions of Contract. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Bider shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of Bids. Unauthorized changes made by the Bider to provisional items in the Bill of Quantities, or to the stated provisional percentages and sums in the Summary of the Bill of Quantities, will not be permissible.

2.1.5 Correction of Entries

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry in black ink, and the alteration must be initialled by the Bider.

2.1.5 Arithmetical Errors

Arithmetical errors found in the Bill of Quantities because of faulty multiplication or addition will be corrected by the Engineer at the Bid evaluation stage, as set out in the Conditions of Bid F3.9.

2.1.6 Monthly Payments

Unless otherwise specified in the Specifications or Project Specifications, progress payments in Interim Certificates, referred to the General Conditions of Contract, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress instalments assessed by the Engineer and based on the measure in which the work carried out relates to the extent of the work to be done by the Contractor.

2.1.7 Contingency

The sum provided under contingency in the Bill of Quantities is under the sole control of the Employer and may be deducted in whole or in part and shall only be expended by order of the Employer as Variation Order.

2.1.8 Defined terms

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

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Witness 1

Witness 2

Employer

Witness 1

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	Bid No.:	KRLM/TEC/BID:03/2026-27	Revision No:	00
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Unit:	The unit of measurement for each item of work as defined in the Standardised, Project or Particular Specifications
Quantity:	The number of units of work for each item
Rate:	The payment per unit of work at which the Bider Bids to do the work
Amount:	The quantity of an item multiplied by the Bided rate of the (same) item
Sum:	An amount Bided for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units
Provisional Sum:	A budgetary amount that reflects the anticipated cost for a specific element of the works that is not yet defined in enough detail for Bidders to price. When the item is clearly defined, the contractor will be required to source a suitable subcontractor to perform these works or undertake them with in-house expertise. The costs entailed will first be approved by the Engineer in consultation with the Employer.

2.1.9 Units of Measurement

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

Nr	=	Number
mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

Contractor

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Employer

Witness 1

Witness 2

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	Subject:	Pricing Schedules or Bill of Quantities (BoQ)		

PRICING DATA FOR:

BULK WATER SUPPLY TO BO-DORP IN SWARTRUGGENS

C2.2 PRICING SCHEDULES OR BILL OF QUANTITIES (BoQ)

The Bidder must refer to Annexure C2.2: Pricing Schedule / Bill of Quantities (BoQ) provided with this Bid document.

The Bidder is required to submit the following:

- **Excel® format of the completed pricing schedule or BoQ in USB flash drive.**
- **Printed format and signed version of the completed pricing schedule or BoQ.**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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KGETLENGRIVIER LOCAL MUNICIPALITY

BULK WATER SUPPLY TO BO-DORP IN SWARTRUGGENS

Part C3

Section C3.1

Scope of Works, Project and Particular Specifications

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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	Subject:	Pricing Schedules or Bill of Quantities (BoQ)		

1. STATUS, APPLICATION AND INTERPRETATION

1.1 Status of this specification

These Particular Specifications form part of the Scope of Work. They supplement and, where expressly stated, amend the Standard Specifications referenced in the Contract Data. They shall be read with the Conditions of Contract, Contract Data, drawings, schedules, Bills of Quantities, the Employer's Health and Safety Specification and the Environmental Management Programme (EMPr).

The order of precedence stated in the Contract Data shall apply. Nothing in this Particular Specification changes the allocation of risk or responsibility established by the Conditions of Contract.

1.2 Defined terms

Unless the context indicates otherwise, defined terms have the meanings assigned in the Conditions of Contract. "Employer" means Kgetlengrivier Local Municipality. "Employer's Agent" means the person appointed by the Employer to administer the Contract. "Works" includes all permanent and temporary work necessary to provide a complete, safe, operational and maintainable potable-water supply system.

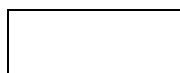
1.3 General compliance obligation

The Contractor shall provide all labour, supervision, materials, plant, temporary works, transport, testing, documentation and incidental work necessary for completion of the Works, whether or not every incidental item is separately described, provided that it is reasonably inferable from the Contract documents and required for a complete installation.

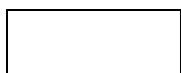
Approval, review, inspection or witnessing by the Employer's Agent shall not relieve the Contractor of responsibility for compliance, workmanship, safety, temporary works, coordination, equipment selection or performance.

2. PROJECT PARTICULARS

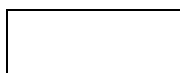
Employer	Kgetlengrivier Local Municipality
Project	Bulk Water Supply to Bo-Dorp (Swartruggens)
Project number	BID No. KRLM/TEC/BID:03/2026-27
Site	Swartruggens, North West Province; from the Swartruggens Water Treatment Plant clear-water storage area to the existing Bo-Dorp elevated reservoir adjacent to Rustenburg Road, including an Elands River crossing and associated servitudes.
Form of contract	GCC 2015, as stated in the basis document and completed in the Contract Data
Primary standard specifications	SANS 1200 series, supplemented by this Particular Specification and the project drawings
Design horizon	2045



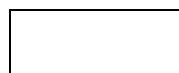
Contractor



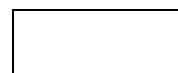
Witness 1



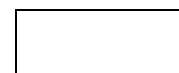
Witness 2



Employer



Witness 1



Witness 2

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Existing elevated storage	230 kℓ sectional-steel elevated reservoir
Proposed rising main	Nominal 250 mm uPVC Class 16 potable-water rising main, except where a specially designed trenchless crossing system is approved
Pumping arrangement	Two pumps: one duty and one standby, each sized for 100% of the approved duty, with variable-speed control
Standby power	Automatic diesel-generator system capable of operating one duty pump and all essential auxiliaries
Controls	Local automatic control, instrumentation, telemetry and SCADA integration
Defects monitoring	12 months post-commissioning, unless amended in the Contract Data
Time for Completion	As stated in the Contract Data

3. PROJECT BACKGROUND AND OBJECTIVES

3.1 Existing system

Swartruggens is supplied from the Swartruggens Water Treatment Plant, which has a reported design capacity of 3.5 ML/day. The existing bulk distribution system includes a 200 mm asbestos-cement gravity main serving several zones. The Bo-Dorp elevated zone is supplied through the same gravity-dependent system, and the available hydraulic head is inadequate to fill the existing elevated reservoir reliably.

The effective hydraulic head difference between the water-treatment-plant storage and the Bo-Dorp tower is reported to be approximately 2 m. Increasing demand in lower-lying zones prevents surplus water from reaching the tower, causing intermittent supply, low pressure and periods of zero flow in Bo-Dorp.

3.2 Project objective

The objective is to establish a dedicated, resilient and controllable bulk supply to the Bo-Dorp pressure zone by pumping treated potable water directly from the Water Treatment Plant to the existing elevated reservoir. The completed system shall improve reliability, enable pressure and demand management, support reduction of non-revenue water and provide operational redundancy during mechanical or electrical failures.

3.3 Performance outcomes

- Reliable filling and operational use of the existing 230 kℓ elevated reservoir.
- Hydraulic capacity for the approved current and 2045 design conditions, including fire-flow provision.
- Duty/standby pumping redundancy and automatic standby generation during mains failure.
- Controlled operating pressures in the Bo-Dorp pressure zone and infrastructure for a dedicated District Metered Area (DMA).
- Remote monitoring, alarms, data logging and SCADA integration.
- Potable-water quality maintained throughout construction, commissioning and operation.

					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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- A complete handover package trained municipal personnel and maintainable assets.

4. SCOPE OF THE WORKS

4.1 General scope

The Works comprise, but are not limited to, the following activities and components. Quantities, limits and exact positions shall be as shown on the drawings and in the Bills of Quantities.

- Site establishment, survey control, setting out, route verification, service detection, trial holes and protection of existing services.
- Clearing of the approved servitude, traffic accommodation, temporary access, erosion control and reinstatement.
- Excavation, bedding, laying, jointing, backfilling and testing of the nominal 250 mm uPVC Class 16 rising main from the Water Treatment Plant to the Bo-Dorp reservoir.
- Supply and installation of fittings, restrained connections, isolation valves, combination air valves, scour arrangements, chambers, thrust blocks, anchor blocks, marker posts and detectable pipeline markers.
- A specialist trenchless crossing of the Elands River by horizontal directional drilling, pipe-jacking or another approved trenchless method, including all temporary works, specialist design, environmental controls and testing.
- Construction of the pump-station civil and structural works, including foundations, building or enclosure, drainage, access, security, equipment plinths, lifting provisions and pipework supports.
- Supply and installation of two potable-water pumps in one-duty/one-standby configuration, variable-speed drives, suction and discharge manifolds, valves, non-return valves, dismantling joints, surge-control equipment and associated mechanical works.
- Electrical supply interface, motor control centre, VSDs, cabling, lighting, earthing, lightning and surge protection, standby generator, automatic mains-failure controls and electrical certification.
- Instrumentation, PLC/HMI controls, reservoir level measurement, pressure measurement, bulk-flow metering, alarms, telemetry and SCADA integration.
- Refurbishment and security upgrades at the existing Bo-Dorp elevated reservoir, including approved inlet/outlet modifications, level-control equipment, sampling points, pressure-reducing valves and associated pipework.
- Measures required to establish the Bo-Dorp zone as a controllable DMA, including measurement, pressure-management and data-acquisition infrastructure.
- Pressure testing, flushing, disinfection, water-quality verification, functional testing, commissioning, performance demonstration and reliability proving.
- Operator and maintenance training, O&M manuals, asset data, as-built drawings, software backups, warranties, spare-parts schedules and close-out documentation.
- Defects rectification, post-commissioning support and performance monitoring during the Defects Notification Period.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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4.2 Work normally excluded unless scheduled

The following are excluded unless expressly included on the drawings or in the Bills of Quantities: expansion of the Water Treatment Plant process capacity; wholesale replacement of the existing 200 mm asbestos-cement bulk main; general replacement of the Bo-Dorp reticulation network; a full household-meter replacement programme; land acquisition; and utility upgrades beyond the stated points of connection. Interfaces and tie-ins necessary for the specified Works remain included.

5. APPLICABLE SPECIFICATIONS, STANDARDS AND LEGISLATION

The Works shall comply with the following, as applicable and as completed in the Contract Data. Where an edition is not stated, the edition applicable at the Contract base date shall apply. Statutory requirements take precedence over technical specifications.

- General Conditions of Contract for Construction Works, GCC 2015, and the completed Contract Data.
- Applicable SANS 1200 standard specifications, including general, site-clearance, earthworks, pipe-trench, bedding, concrete and medium-pressure pipeline requirements.
- SANS 966 requirements for uPVC pressure pipe for potable-water conveyance, as referenced in the project basis.
- SANS 241 requirements for drinking-water quality and all municipal water-quality protocols.
- Section J of the Neighbourhood Planning and Design Guide for water-supply design principles.
- Applicable electrical installation, machinery, earthing, generator, fire-safety, pressure-equipment and occupational-safety standards.
- Occupational Health and Safety Act, 1993, and applicable regulations, including the Employer's Health and Safety Specification.
- National Environmental Management Act and applicable EIA requirements, the project Environmental Authorisation and EMPr.
- National Water Act requirements, including watercourse authorisations applicable to the Elands River crossing.
- Water Services Act, municipal water-services bylaws, road-authority requirements, wayleaves and landowner conditions.
- Approved manufacturers' instructions, certifications and installation requirements.

Where requirements conflict, the Contractor shall notify the Employer's Agent before proceeding. The Contractor shall not select the less stringent requirement without written direction.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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6. SITE CONDITIONS, INTERFACES AND CONSTRUCTION CONSTRAINTS

6.1 Operational water infrastructure

The Water Treatment Plant, existing clear-water storage, bulk pipelines, reservoir and reticulation are operational municipal assets. The Contractor shall maintain safe access for municipal personnel and shall not interrupt, contaminate, drain, isolate or modify existing infrastructure without an approved method statement and written shutdown authority.

Connections to live potable-water infrastructure shall be planned to minimise service interruption. Shutdown requests shall identify the affected consumers, sequence, isolation points, duration, contingency arrangements, communication plan and recovery procedure. The notice period and maximum shutdown duration shall be as stated in the Contract Data or instructed by the Employer's Agent.

6.2 Existing services and asbestos-cement infrastructure

The location of existing services shown on drawings is indicative. The Contractor shall obtain service records, scan the route, expose services by hand or vacuum excavation where necessary and protect all services. Damage shall be reported immediately and repaired to the satisfaction of the asset owner at the Contractor's cost where caused by the Contractor.

The existing bulk system includes asbestos-cement pipe. No asbestos-cement pipe shall be cut, broken, disturbed or removed unless expressly required, approved and executed under a compliant asbestos work plan by suitably authorised personnel. Waste shall be handled, transported and disposed of at an approved facility with full records.

6.3 Elands River and watercourse interface

The crossing shall be executed only after the relevant Environmental Authorisation and water-use requirements have been confirmed. Work shall comply with the EMPr and all permit conditions. The Contractor shall maintain flood awareness, emergency evacuation arrangements and protection against sediment, drilling-fluid or hydrocarbon release.

6.4 Roads, properties and community access

Access to properties, businesses, municipal facilities and emergency services shall be maintained. Traffic accommodation and reinstatement shall comply with the relevant road authority's requirements. The Contractor shall coordinate with the Employer's community liaison arrangements and shall provide advance notice of disruptive work.

6.5 Site inspection

Tenderers shall inspect the site and satisfy themselves regarding access, terrain, river conditions, existing facilities, operational constraints, available working space, local traffic, security, temporary services and environmental sensitivity. Failure to inspect the site shall not relieve the Contractor of obligations reasonably apparent from such inspection.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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7. TECHNICAL SUBMISSIONS, SHOP DRAWINGS AND HOLD POINTS

7.1 Tender-stage technical submissions

- A preliminary construction methodology and sequence identifying shutdowns
- A preliminary programme identifying long-lead items, including pumps, valves, MCC, VSDs, generator, instrumentation and specialist trenchless components.
- Details of proposed pump, electrical, control and trenchless specialist subcontractors or OEMs, where known.
- A schedule of technical deviations. Any requirement not listed as a deviation shall be deemed accepted and included.
- A schedule of proposed alternatives, if permitted, with lifecycle, hydraulic, maintenance and compatibility information.

7.2 Construction-stage submittals

- Baseline programme, procurement schedule and detailed construction sequence.
- Project quality plan, inspection and test plans (ITPs), material-control procedure and non-conformance procedure.
- Health and Safety Plan, risk assessments, method statements and statutory appointments.
- Environmental method statements, incident procedure, watercourse-crossing plan and rehabilitation plan.
- Survey control, setting-out data, verified route, service-detection report and trial-hole records.
- Pipeline, fittings, valves, coatings, seals, lubricants and potable-water approval certificates.
- Trenchless-crossing design, geotechnical interpretation, installation-load calculations, profile, temporary works and emergency response plan.
- Pump selection report, certified curves, NPSH data, motor data, efficiency data, materials, vibration limits and factory-test procedures.
- Mechanical layouts, pipe-stress/support details, lifting arrangements and maintenance-clearance drawings.
- Electrical single-line diagrams, load schedule, cable schedule, protection study, earthing layout, generator sizing and changeover logic.
- Control philosophy, functional design specification, cause-and-effect matrix, I/O schedule, alarm schedule, network architecture, telemetry protocol and SCADA tag list.
- Reservoir refurbishment method, condition-assessment report, coating-repair proposals and inlet/outlet modification details.
- Pressure-test, disinfection, commissioning, training and handover plans.
- Draft O&M manuals and as-built records progressively compiled during construction.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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7.3 Minimum hold and witness points

Reference	Activity	Status
HP-01	Final hydraulic model and equipment duty schedule	Hold
HP-02	Approved alignment, services exposure and setting out	Hold
HP-03	Trench formation and bedding before pipe laying	Witness
HP-04	Pipe, fitting and valve material approval before procurement/installation	Hold
HP-05	Thrust-block reinforcement/formwork and restrained-joint details before concrete	Witness
HP-06	Trenchless crossing design and method before mobilisation	Hold
HP-07	Pump, MCC, VSD, generator and control panels before dispatch	Witness/ FAT
HP-08	Pressure test and leakage test	Witness
HP-09	Disinfection and water-quality acceptance before connection to service	Hold
HP-10	Electrical energisation and control-system site acceptance test	Hold
HP-11	Wet commissioning and performance demonstration	Witness
HP-12	Practical Completion inspection and handover dossier	Hold

8. MANDATORY DESIGN VERIFICATION HOLD POINT

8.1 Mandatory design verification hold point

No pump, motor, VSD, generator, surge vessel or main hydraulic component shall be ordered until the Employer's Agent has accepted the final hydraulic model and equipment duty schedule. The verification shall reconcile the reported 3.5 ML/day Water Treatment Plant capacity, available clear-water storage, operating levels, the 2045 peak-day demand, the rising-main duty and the intended reservoir filling philosophy.

8.2 Design responsibility

The permanent works shall be constructed to the Employer's design and approved drawings. The Contractor remains responsible for shop detailing, temporary works, equipment selection, specialist trenchless design, OEM integration, supports, cable routing, control logic implementation and any design expressly allocated to the Contractor. All Contractor-designed elements shall be certified by appropriately registered competent persons where required.

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9. GENERAL CONSTRUCTION REQUIREMENTS

9.1 Programme and sequencing

The Contractor shall sequence the Works to maintain municipal operations and to minimise open excavations, shutdowns and environmental exposure. Long-lead procurement shall commence only after the relevant approvals. No programme acceleration shall compromise testing, environmental controls, quality hold points or safe working.

9.2 Temporary works and site facilities

The Contractor shall design, provide, maintain and remove all temporary works and facilities, including access, shoring, dewatering, bypass arrangements, lifting systems, entry and exit pits, temporary drainage, traffic accommodation, security, sanitation, storage, power and water. Temporary works shall be certified where required and shall not impose unsafe loads on existing infrastructure.

9.3 Potable-water hygiene

All materials, tools and personnel that may contact potable water shall be controlled to prevent contamination. Pipes and fittings shall be capped during storage and installation. Hydrocarbons, soil, debris, animals and contaminated water shall be excluded. Personnel entering potable-water spaces shall comply with the approved hygiene and confined-space procedures.

9.4 Materials and compatibility

Materials shall be new, fit for purpose, traceable and suitable for potable water, pressure, temperature, soil and environmental exposure. Components shall have compatible pressure ratings, dimensions, flanges, jointing systems and corrosion-protection systems. Mixed-metal connections shall be detailed to control galvanic corrosion.

9.5 Survey and as-built records

The Contractor shall maintain survey records of the pipeline centreline, invert or crown levels, bends, fittings, valves, chambers, crossings, ducts, cables, equipment bases and tie-in points before concealment. Coordinates, levels and datum shall match the project survey system. Red-line drawings shall be updated continuously and submitted with each progress claim when requested.

9.6 Reinstatement

Disturbed roads, shoulders, sidewalks, fences, drainage, landscaping, topsoil, vegetation and private property shall be reinstated to at least the pre-construction condition or the standard shown on the drawings. Settlement, erosion and defective reinstatement during the Defects Notification Period shall be rectified promptly.

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10. RISING MAIN, VALVES AND APPURTENANT WORKS

10.1 Pipe material and pressure class

The open-trench rising main shall be nominal 250 mm uPVC Class 16 pressure pipe suitable for potable water and compliant with SANS 966. Pipe colour, markings, batch identification, wall thickness, seals and joint lubricant shall comply with the approved product standard and manufacturer's requirements.

No pipe, fitting, valve or joint in the pressure system shall have a pressure rating lower than PN16 unless a higher rating is shown or required by the surge analysis. The Employer's Agent may require a higher-pressure class locally where the static or transient pressure demands it.

10.2 Handling, storage and jointing

- Pipes shall be supported, lifted and stored without point loading, impact, scoring, excessive deflection or ultraviolet damage. Damaged pipe shall be rejected.
- Pipe ends shall remain capped until immediately before jointing. Joint faces, sockets, spigots, seals and lubricant shall be clean and compatible.
- Each joint shall be inserted to the manufacturer's witness mark and recorded in the daily pipe-laying register.
- Field cutting shall be square, chamfered and deburred with approved tools. Heating or flame cutting of uPVC is prohibited.
- Restrained joints or approved anchors shall be used at locations subject to unbalanced thrust, movement, steep gradients, trenchless installation or limited thrust-block capacity.

10.3 Fittings and special pipework

Fittings shall be ductile iron, fabricated steel, approved restrained uPVC/MPVC or another approved system compatible with the pipe and duty. Internal and external coatings shall be suitable for potable water and the exposure environment. Flanged joints shall include compatible gaskets, corrosion-resistant fasteners and dismantling facilities where required for maintenance.

10.4 Trenching, bedding and backfilling

Trench geometry, cover, side allowance, shoring and bedding class shall be as shown on the drawings and in the applicable SANS 1200 requirements. The Contractor shall obtain approval of formation and bedding before pipe laying. Unsuitable, wet or unstable formation shall be treated as instructed.

Selected bedding and pipe-zone material shall be free of organic matter, sharp stone and deleterious material. Compaction shall be uniform on both sides of the pipe and shall not displace or deform the pipe. Mechanical compaction directly over the pipe shall be controlled until the specified cover is achieved.

Backfill and road reinstatement shall achieve the specified density and material class. Test frequency shall be stated in the approved ITP and shall increase where variability or failures occur.

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10.5 Isolation valves

Isolation valves shall be resilient-seated gate valves or another approved full-bore type, PN16 minimum, suitable for buried potable-water service. Valves shall be arranged to permit sectional isolation, maintenance of the pump station, reservoir and river crossing, and safe testing. Extension spindles, surface boxes or chambers, direction indicators and durable identification shall be provided.

10.6 Air valves

Combination air valves suitable for filling, draining, continuous air release and vacuum protection shall be installed at hydraulic high points and other locations identified by the final profile and surge analysis. Isolation valves shall permit maintenance without draining long pipeline sections. Chambers shall drain freely and shall not allow contaminated water to enter the pipeline.

10.7 Scour arrangements

Scour valves and washout arrangements shall be provided at hydraulic low points and at locations necessary for controlled draining and flushing. Discharge shall be directed to an approved point without erosion, flooding, nuisance or pollution. Permanent scour discharge to a watercourse is prohibited unless authorised and detailed.

10.8 Chambers and covers

Valve, meter and air-valve chambers shall be sized for safe operation and maintenance. Chambers shall include stable foundations, drainage, step irons or safe access where required, corrosion-resistant supports and lockable covers. Covers in traffic areas shall be rated for the applicable loading. Each chamber shall be permanently labelled and recorded in the asset register.

10.9 Thrust and anchor blocks

Thrust and anchor blocks shall be designed for the maximum test and surge loads, actual soil bearing capacity and pipe geometry. Concrete shall bear against undisturbed competent ground. Pipe joints, valves and fittings shall remain accessible until inspection and testing requirements are satisfied. No thrust block shall obstruct bolts, glands, dismantling joints, drains or future maintenance.

10.10 Pipeline identification

A detectable warning system shall be installed above the pipeline. Marker posts shall identify valves, scour points, air valves, crossings and changes in direction where required. The Contractor shall test tracer continuity, where provided, and hand over marker coordinates and schedules.

10.11 Connections to existing infrastructure

Tie-ins shall be executed under an approved shutdown and contamination-control procedure. Existing pipe condition, dimensions, pressure and alignment shall be verified before fabrication of specials. All temporary blanks, plugs and bypasses shall be pressure-rated and secured against unbalanced thrust.

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11. ELANDS RIVER TRENCHLESS CROSSING

11.1 General

The Elands River crossing shall be constructed by horizontal directional drilling, pipe-jacking or another trenchless method accepted by the Employer's Agent and permitted by the environmental and water-use authorisations. Open-cut construction within the active watercourse shall not be used unless expressly designed, authorised and instructed.

11.2 Specialist design and method

The Contractor shall appoint an experienced trenchless specialist and submit a signed design and method statement covering geotechnical conditions, bore or jacking profile, minimum cover, entry/exit pits, launch and reception arrangements, installation loads, buoyancy, bending radius, pullback or jacking loads, drilling fluid, frac-out response, dewatering, flood response, testing and reinstatement.

11.3 Crossing pipe system

The carrier-pipe and jointing system through the crossing shall be continuous or fully restrained and demonstrably suitable for trenchless installation loads and the final pressure duty. It shall provide hydraulic capacity not less than the 250 mm Class 16 rising main. An unrestrained conventional spigot-and-socket uPVC string shall not be pulled through a bore. Any change of pipe material, casing arrangement or internal diameter requires the Employer's Agent's approval and hydraulic verification.

11.4 Environmental controls

- Entry and exit areas shall be located outside sensitive riparian areas as far as practical and shall be bunded and stabilised.
- Drilling fluid and slurry shall be contained, recovered and disposed of lawfully. No uncontrolled discharge to the river is permitted.
- A frac-out monitoring and emergency response plan shall be active throughout drilling and pullback.
- Fuel, oils and chemicals shall be stored and handled outside the watercourse buffer in bunded areas.
- Riverbanks, access tracks and disturbed vegetation shall be rehabilitated immediately after completion and stabilised against erosion.

11.5 Testing and records

The crossing pipe shall be inspected and pressure-tested before installation where practicable and shall be tested again as part of the completed rising main. The Contractor shall submit the final drilled/jacked profile, coordinates, depths, installed pipe details, weld or joint records, drilling logs, fluid records and environmental close-out evidence.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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12. PUMP-STATION CIVIL AND STRUCTURAL WORKS

12.1 Layout and access

The pump station shall be arranged for safe operation, removal and replacement of each pump, motor, valve and electrical component without dismantling unrelated equipment. Maintenance clearances, lifting paths, door sizes, access roads and hardstanding shall suit the largest maintainable component and the municipal maintenance vehicle.

12.2 Foundations and structures

Foundations, slabs, walls, plinths, supports and anchor systems shall be constructed to the approved structural drawings and geotechnical recommendations. Equipment bases shall be level, rigid and isolated from harmful vibration. Grouting shall be non-shrink and applied in accordance with the equipment manufacturer's requirements.

12.3 Drainage and flood protection

The station shall drain safely without allowing contaminated water to enter the potable-water system. Floor falls, sumps, drains and discharge points shall be provided as detailed. The layout shall protect electrical and mechanical equipment from stormwater, pipe leakage and local flooding. Drainage discharge shall not cause erosion or pollution.

12.4 Building services and security

The building or enclosure shall include durable doors, locks, ventilation, lighting, emergency lighting, small-power outlets, equipment labels, fire equipment and pest exclusion. Security fencing, gates and access control shall be integrated with the Water Treatment Plant security arrangements. Anti-vandal measures shall be incorporated where exposed.

12.5 Lifting and maintenance provisions

A certified lifting beam, monorail, hoist or approved portable lifting arrangement shall be provided where necessary for safe maintenance. Safe working loads shall be permanently marked. Lifting points, access hatches and handling routes shall be included in the maintenance-risk assessment.

13. MECHANICAL EQUIPMENT AND PIPEWORK

13.1 Pump configuration and duty

Two centrifugal potable-water pumps shall be provided in one-duty/one-standby configuration. Each pump shall be capable of 100% of the approved duty. Pumps shall be independently isolatable and the control system shall provide automatic duty rotation and automatic standby changeover on fault.

Pump selection shall be supported by certified head/flow, efficiency, power and NPSH curves over the full operating range. The normal duty shall be within the manufacturer's recommended preferred operating region and shall allow VSD turndown for present demand. Motors shall not overload at any point on the approved operating curve.

					
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13.2 Pump construction

Pump casing, impeller, shaft, seals, bearings, fasteners and coatings shall be suitable for treated potable water, the operating pressure and the local environment. Mechanical seals shall be selected for the water quality and operating regime. Bearings shall be grease- or oil-lubricated as appropriate and accessible for maintenance.

13.3 Baseplates, alignment and vibration

Pump and motor assemblies shall be supplied on rigid baseplates with suitable anchors and non-shrink grout. Alignment shall be checked before and after grouting, after pipe connection and during commissioning. Pipework shall not impose unacceptable loads on pump nozzles. Vibration and noise shall remain within the OEM's acceptance limits throughout the operating range.

13.4 Suction and discharge pipework

The mechanical installation shall include suction and discharge manifolds, isolating valves, non-return valves, dismantling joints, pressure gauges, pressure transmitters, drains, vents, supports and all specials necessary for a complete installation. Pipework and supports shall permit removal of either pump while the other remains available, subject to approved operational isolation.

13.5 Flow measurement

A bulk-flow meter suitable for potable water and the full operating range shall be installed at an approved straight-pipe location. The meter shall provide local indication, totalisation and remote outputs to the PLC/SCADA system. Factory calibration certificates and site verification records shall be supplied.

13.6 Surge protection

A hydraulic transient analysis shall evaluate normal stopping, controlled starting, emergency trip, power failure, non-return-valve closure, air-valve response and reservoir-level extremes. Surge vessels, air valves, controlled valve closure, VSD ramping or other measures shall be supplied as required by the accepted analysis. Protection shall be fail-safe and maintainable.

13.7 Factory and site testing

Pumps and major mechanical equipment shall undergo factory testing in accordance with the approved ITP. The Employer's Agent may witness tests. Site testing shall confirm alignment, rotation, leakage, vibration, noise, flow, head, motor current, power, controls, standby changeover and operation across the approved range.

14. ELECTRICAL INSTALLATION AND STANDBY POWER

14.1 General

Electrical work shall be performed by competent and appropriately registered personnel. The complete installation shall comply with the applicable wiring code, machinery requirements, supply-authority conditions, the Employer's electrical standards and the approved single-line diagram. A valid certificate of compliance shall be supplied before handover.

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14.2 Point of supply and load verification

The Contractor shall verify the point of supply, voltage, fault level, phase sequence, available capacity, metering and utility requirements before ordering equipment. The approved load schedule shall include pumps, VSDs, ventilation, lighting, small power, heating where required, controls, telemetry, security and all auxiliaries.

14.3 Motor control centre and VSDs

The MCC shall be purpose-built, lockable, clearly labelled and suitable for the installation environment. Each pump shall have an individual VSD, isolation, protection and local control. Protective functions shall include overload, short circuit, earth fault, phase failure, over/under voltage, loss of signal and other OEM-required protection. VSD harmonics, cooling and electromagnetic compatibility shall be addressed.

14.4 Standby generator

A diesel generator with automatic mains-failure and automatic changeover shall be provided. It shall be rated to start and continuously operate one duty pump together with all essential auxiliaries under the most onerous approved condition, with an adequate engineering margin. The installation shall include a weather/acoustic enclosure as applicable, exhaust, cooling, starting batteries and charger, fuel system, bunding, controls, alarms, emergency stop and safe maintenance access.

Automatic operation shall include mains-failure detection, start sequence, warm-up where applicable, load transfer, stable operation, return-to-mains delay, cool-down and shutdown. Manual test and load-test facilities shall be provided. Generator status and alarms shall be transmitted to SCADA.

14.5 Earthing, lightning and surge protection

The pump station, generator, MCC, motors, metallic pipework, fences and exposed conductive parts shall be bonded and earthed. Lightning and transient surge protection shall be provided for power, instrumentation and communication circuits. Earth-resistance and continuity test results shall be included in the handover dossier.

14.6 Cabling, labelling and documentation

Cables shall be sized for load, voltage drop, fault duty, installation method and ambient conditions. Segregation shall be maintained between power, control and communication circuits. Cables, terminals, panels, devices and isolators shall have durable matching labels. Final cable schedules, protection settings and test sheets shall be supplied.

15. CONTROL, INSTRUMENTATION, TELEMETRY AND SCADA

15.1 Control philosophy

The station shall operate automatically based primarily on the Bo-Dorp reservoir level, with pressure, flow and source-availability interlocks. Local modes shall include OFF, MANUAL and AUTO. Manual operation shall retain essential protective trips. Automatic duty rotation shall equalise pump running hours.

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15.2 Minimum control functions

- Start and stop the duty pump at approved reservoir-level setpoints with configurable dead bands and delays.
- Modulate pump speed to achieve the approved filling rate or pressure while preventing hunting and excessive starts.
- Stop or inhibit pumping on low source level, high discharge pressure, high-high reservoir level, pump fault, emergency stop or loss of critical instrumentation.
- Automatically start the standby pump when the duty pump fails, subject to safe conditions.
- Prevent simultaneous operation of both pumps unless the final design expressly requires and permits it.
- Control and monitor generator start, availability, changeover and alarms.
- Record flow, pressure, reservoir level, pump speed, status, run hours, starts, energy where available and alarm history.

15.3 Minimum instrumentation

- Continuous level measurement at the Bo-Dorp reservoir, with independent high-high protection where required.
- Suction/source level or pressure permissive appropriate to the Water Treatment Plant connection.
- Pump suction and discharge pressure indication and transmitters.
- Bulk-flow measurement and totalisation on the rising main.
- Pump status, speed, current, fault and run-hour signals.
- Mains, generator, changeover, fuel and common electrical alarms.
- PRV upstream/downstream pressures and valve status where motorised or monitored.
- Intrusion or door alarm where included in the security design.

15.4 PLC, HMI and telemetry

The control system shall include an industrial PLC, local HMI and telemetry equipment suitable for municipal operation. The Contractor shall confirm the Municipality's existing SCADA platform, communication medium, protocol, naming convention, cybersecurity requirements and historian interface before procurement. Where the existing platform is not yet defined, a provisional interface schedule shall be agreed before tender award or treated as a stated provisional item.

15.5 Functional design and testing

The Contractor shall prepare a functional design specification, cause-and-effect matrix, alarm schedule, I/O list, network architecture and SCADA screen layouts. Software shall be version-controlled. Factory acceptance testing and site acceptance testing shall prove every I/O point, interlock, alarm, trend, report, local/remote command and fail-safe condition. Editable source code, passwords, licences and backups shall be handed to the Employer.

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16. BO-DORP ELEVATED RESERVOIR, PRESSURE MANAGEMENT AND SECURITY

16.1 Existing reservoir

The existing 230 kℓ sectional-steel elevated reservoir shall be retained and returned to service as the primary balancing storage for the Bo-Dorp zone. Before modification, the Contractor shall verify dimensions, operating levels, structural condition, access, coatings, inlet/outlet arrangement, overflow, scour, supports and security.

16.2 Condition assessment and refurbishment

After approved isolation, draining and safe access, the Contractor shall undertake a documented condition assessment. Refurbishment shall include only the work shown or instructed, which may include cleaning, local steel repairs, fastener replacement, seal repairs, coating repairs, corrosion treatment, roof or access repairs and reinstatement. Structural defects outside the scheduled scope shall be reported before work proceeds.

16.3 Inlet, outlet and level control

The inlet and outlet pipework shall be modified as shown to receive the dedicated rising main and supply the controlled zone. Level-control valves, isolation valves, non-return valves, overflows, scour arrangements and sampling points shall be accessible and maintainable. Control-valve closure characteristics shall be included in the surge analysis.

16.4 Pressure-reducing valves

PRVs shall be installed downstream of the elevated reservoir where required by the hydraulic model. PRVs shall maintain stable downstream pressure over the expected flow range, include upstream and downstream isolation, pressure gauges, strainer or pilot protection where required, bypass arrangements only where approved, and chambers suitable for maintenance. Final settings shall be recorded and locked.

16.5 Water quality and security

The reservoir shall be cleaned and disinfected before return to service. Residual chlorine and bacteriological quality shall be verified. Sampling points shall be provided. Fencing, gates, locks, ladders, hatches and access controls shall be upgraded as shown, and all potable-water openings shall be secure against contamination and vandalism.

17. WATER CONSERVATION, DEMAND MANAGEMENT AND DMA ENABLEMENT

17.1 DMA infrastructure

The completed system shall enable Bo-Dorp to operate as a discrete DMA with controlled inflow through the elevated reservoir. Bulk-flow, reservoir-level and pressure data shall be available for water balancing, leak detection, minimum-night-flow analysis and operational reporting.

17.2 Pressure management

Pump control and PRV settings shall minimise excessive pressure while maintaining the

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approved minimum service pressure. Pressure logging points shall be established at representative high and low locations where included in the Works. The Contractor shall assist the Employer's Agent to establish initial operating setpoints during commissioning.

17.3 Non-revenue water objective

The project basis targets a reduction of real losses to 15%. The Contractor shall provide accurate bulk measurement, functioning controls and reliable asset data necessary to support this objective. The Contractor is not responsible for achieving a system-wide loss target through consumer-meter replacement or leak repair unless those activities are included in the Bills of Quantities.

17.4 Baseline and post-commissioning data

During commissioning and the initial monitoring period, the Contractor shall assist in collecting inflow, pressure, reservoir-level and pump-operation data. The format, frequency and duration of reporting shall be agreed with the Employer's Agent. Data shall be exported in an open, editable format and shall remain the Employer's property.

18. ENVIRONMENTAL, SOCIAL AND COMMUNITY REQUIREMENTS

18.1 Environmental compliance

The Contractor shall comply with the approved Environmental Authorisation, EMPr, water-use conditions, wayleaves and landowner requirements. The Contractor shall cooperate with the Environmental Control Officer and shall close out all environmental findings before Practical Completion.

18.2 Minimum environmental controls

- Confine disturbance to the approved servitude and working areas; demarcate no-go areas.
- Strip, store and replace topsoil separately; prevent mixing with spoil or subsoil.
- Control erosion, sediment and stormwater; stabilise open trenches and stockpiles.
- Implement dust suppression and restrict noisy work to approved hours near residents.
- Prevent spills through bunding, drip trays, controlled refuelling and readily available spill kits.
- Separate, store and dispose of waste lawfully; maintain waste manifests.
- Protect indigenous vegetation and fauna; rehabilitate disturbed areas promptly with appropriate vegetation.
- Control dewatering and test-water discharge; dechlorinate water where necessary before lawful discharge.
- Implement the heritage chance-find procedure and stop work if artefacts or graves are encountered.
- Maintain environmental incident, complaint, inspection and rehabilitation records.

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18.3 Community liaison and access

The Contractor shall support the Employer's stakeholder-engagement process, attend liaison meetings, provide look-ahead information, respond to complaints and maintain access. No promises regarding employment, compensation or additional scope may be made to the public without the Employer's authority.

18.4 Local labour, training and SMME participation

Local labour, skills-development and SMME opportunities shall be implemented in accordance with the Contract Data and applicable funding conditions. Activities may include clearing, trench support, minor civil works, reinstatement, security and other suitable work. Technical, safety and quality requirements shall not be relaxed.

19. OCCUPATIONAL HEALTH AND SAFETY

19.1 General duties

The Contractor shall comply with the Employer's Health and Safety Specification and statutory requirements, appoint competent persons, prepare an approved Health and Safety Plan and maintain a project safety file. Work shall not start until the required approvals and appointments are in place.

19.2 High-risk activities

- Deep excavations, unstable ground, shoring, confined spaces and dewatering.
- Work in or near an operational Water Treatment Plant and live potable-water infrastructure.
- Lifting and installation of pumps, motors, valves, generator, panels and reservoir components.
- Electrical work, isolation, energisation, testing and generator operation.
- Work at height on the elevated reservoir, ladders, platforms and roof areas.
- Trenchless drilling or jacking, rotating equipment, high-pressure fluid and entry/exit pits.
- Traffic accommodation, work in road reserves and public interfaces.
- Chemical handling for disinfection, fuel storage and spill response.
- Potential asbestos-cement pipe disturbance.
- Flood, watercourse and severe-weather exposure.

19.3 Permit-to-work and isolation

The Contractor shall use a coordinated permit-to-work system for confined-space entry, electrical isolation, hot work, work at height, live-water connections, reservoir entry and other controlled activities. Municipal operational locks and permits shall not be bypassed. Isolation shall be proved before work and formally removed after inspection.

19.4 Emergency arrangements

Emergency plans shall address trench collapse, flooding, watercourse incidents, drilling-fluid

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release, chlorine exposure, fuel fire, electrical incident, contamination, pipe burst, public injury and security events. Emergency contacts, rescue equipment and response roles shall be displayed and tested.

20. QUALITY ASSURANCE, INSPECTION AND TESTING

20.1 Quality management

The Contractor shall operate an approved project quality plan. Inspection and test plans shall identify acceptance criteria, records, responsible persons and hold/witness points. Materials and equipment shall remain traceable from delivery to installation. Non-conforming work shall be identified, controlled and closed out before concealment or commissioning.

20.2 Minimum civil and pipeline testing

- Survey and setting-out checks, service-exposure records and trench-formation acceptance.
- Bedding and backfill material classification and compaction tests at the approved frequency.
- Concrete constituent, slump, cube and curing records as applicable.
- Pipe, fitting, valve and seal certificates, batch records and jointing registers.
- Thrust-block and anchor inspections before concrete and before pressure testing.
- Hydrostatic pressure and leakage tests in approved sections.
- Valve, air-valve, scour and chamber functional inspections.
- Flushing, disinfection, residual disinfectant and bacteriological water-quality results.
- Reinstatement, environmental rehabilitation and final route inspection.

20.3 Mechanical and electrical testing

- Pump and motor factory data and witnessed tests where required.
- Alignment, rotation, vibration, bearing condition, leakage and mechanical run tests.
- Flow, head, current, speed and power checks at representative operating points.
- MCC, VSD, cable, insulation, continuity, protection and earth tests.
- Generator factory records, automatic-start test, changeover test and on-site load test.
- Instrument calibration, loop checks, I/O tests, alarm/interlock tests and SCADA communications tests.
- PRV setting and stability tests over the available flow range.

20.4 Testing water and disposal

The Contractor shall coordinate the source, metering and use of water for testing and flushing. Water shall not be wasted. Discharge shall be controlled to prevent erosion, flooding or environmental harm. Chlorinated water shall be dechlorinated where necessary before lawful disposal.

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21. COMMISSIONING, PERFORMANCE DEMONSTRATION AND HANDOVER

21.1 Commissioning plan

A detailed commissioning plan shall be submitted before energisation or wet commissioning. It shall define pre-commissioning checks, responsibilities, safety controls, water-quality controls, test equipment, sequence, acceptance criteria, shutdowns, municipal operator participation, contingency arrangements and records.

21.2 Pre-commissioning

- Completion and acceptance of civil, structural, mechanical, electrical and control punch lists required for safe operation.
- Pressure testing, flushing, disinfection and acceptable water-quality results.
- Electrical certification, protection settings and safe energisation.
- Instrument calibration, loop checks and verified PLC/SCADA software.
- Lubrication, alignment, rotation checks, valve positions and removal of temporary blanks or debris.
- Approved operating procedures, emergency procedures and trained commissioning personnel.

21.3 Wet commissioning and performance tests

Wet commissioning shall demonstrate stable automatic filling of the reservoir, the approved flow and head, VSD control, pressure limits, duty rotation, standby changeover, generator operation, surge-control performance, alarm transmission, data logging, PRV operation and safe response to simulated faults. Tests shall cover mains failure, pump fault, low source condition, high reservoir level, loss of communication and emergency stop.

21.4 Reliability trial

After successful functional testing, the system shall complete a continuous automatic reliability trial for the period stated in the Contract Data. Where no period is stated, a minimum 72-hour trial shall apply. Any failure that affects safe or intended operation shall reset the trial unless the Employer's Agent determines otherwise.

21.5 Training

The Contractor and OEMs shall train municipal operations, maintenance, electrical and control personnel. Training shall include system overview, normal operation, manual operation, generator operation, alarms, fault finding, maintenance, water-quality controls, safe isolation, SCADA use and record keeping. Attendance registers, training material and competency feedback shall be supplied.

21.6 Handover documentation

- Approved as-built drawings in editable and PDF formats, including survey coordinates and levels.
- Asset register data, equipment schedules, serial numbers, model numbers, ratings and

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installation dates.

- O&M manuals with operating procedures, maintenance schedules, troubleshooting, drawings and parts lists.
- Hydraulic model files and final duty schedule where included in the Contractor's scope.
- PLC/HMI/SCADA source code, backups, licences, passwords, network settings and tag lists.
- Factory and site test certificates, calibration certificates, pressure-test records and water-quality results.
- Electrical certificate of compliance, protection settings, earthing results and generator test records.
- Warranties, recommended spares, special tools, keys and access-control items.
- Environmental close-out, waste records, rehabilitation sign-off and Health and Safety file.
- Training records, commissioning report, defects list and maintenance contacts.

21.7 Practical Completion criteria

Practical Completion shall not be achieved until the Works are safe, operational and capable of their intended use; required tests and the reliability trial have passed; water quality is acceptable; SCADA and standby power are functional; training is complete; material defects affecting operation are corrected; and the minimum handover documentation accepted by the Employer's Agent has been submitted.

21.8 Defects Notification Period and monitoring

During the 12-month post-commissioning monitoring period, unless amended in the Contract Data, the Contractor shall respond to defects, support performance monitoring, maintain warranty obligations and assist with review of pump operation, reservoir levels, DMA flow and control-system performance. Final Completion requires closure of defects and submission of final records.

22. MEASUREMENT AND PAYMENT

22.1 General

Measurement and payment shall be in accordance with the Bills of Quantities, the applicable Standard Specifications and the Contract Data. Descriptions in the Bills of Quantities shall be read with this Particular Specification. The Contractor's rates and prices shall include all work and obligations necessary to complete the relevant item unless a separate payment item is provided.

The schedule headings used below correspond to the principal construction groupings in the Bills of Quantities. They do not create a separate payment entitlement where no corresponding item is provided and do not override the item wording, unit of measurement or pricing instructions in the Bills of Quantities.

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Except for work expressly scheduled as a lump sum, quantities are provisional and shall be remeasured from the completed and accepted Works. Lump-sum items shall not be remeasured merely because the Contractor's actual quantities, resources or costs differ from those anticipated at tender stage, but shall be adjusted for instructed variations in accordance with the Conditions of Contract.

Measurement shall be based on net theoretical dimensions shown on the approved drawings or authorised by the Employer's Agent. Work outside the specified or authorised limits, overbreak, wastage and additional work arising from the Contractor's method shall not be measured unless expressly instructed as a variation.

Where the same obligation is described under more than one clause or schedule, it shall be measured and paid once only under the most appropriate item. The Contractor shall identify any perceived ambiguity before tender closing; no duplicate payment shall be made.

22.2 Principles and units of measurement

The units stated in the Bills of Quantities shall apply. In the absence of a stated convention, the following principles shall be used:

- linear work shall be measured in metres along the centreline of the completed work;
- areas shall be measured in square metres and volumes in cubic metres from authorised net dimensions;
- mass shall be measured in tonnes or kilograms from accepted mass certificates, schedules or calculated theoretical mass, as applicable;
- plant, equipment, valves, fittings, chambers, instruments and complete assemblies shall be measured by number or as a lump sum, as scheduled;
- time-related items shall be measured by month, week or day, as scheduled, and only for the period for which payment is permitted under the Contract; and
- "sum" or "item" shall mean a complete lump-sum obligation, including every component and activity necessary to deliver the stated result.

Pipe lengths shall be measured using the convention stated in the applicable Standard Specification and the Bills of Quantities. Separately scheduled fittings, valves, chambers and trenchless-crossing work shall not also be measured as ordinary pipeline work. Concrete shall be measured to the net dimensions shown or authorised, and no additional quantity shall be allowed for over-excavation, irregular founding surfaces or excessive formwork spaces arising from the Contractor's operations.

An approved alternative, construction method or proprietary system shall, unless otherwise instructed, be measured on the basis of the original scheduled item and shall not result in an increased quantity or additional payment solely because the alternative requires more material, labour, plant or temporary works.

22.3 General inclusions in rates and prices

Unless a separate payment item is expressly provided, every rate and price shall include, as applicable:

- procurement, manufacture, testing at source, certification, delivery, off-loading, handling, storage, protection, preservation and security of materials and equipment;

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- all labour, supervision, construction plant, tools, temporary works, transport, fuel, consumables, jointing materials, fasteners, supports, glands, terminals, labels and minor completion items;
- setting out, routine survey control, service detection, normal trial holes, protection of existing services, working around operational municipal infrastructure and coordination of shutdowns;
- Contractor-designed elements, shop drawings, method statements, calculations, professional certification, technical submittals, inspection and test plans, samples and approvals allocated to the Contractor;
- cutting, trimming, drilling, welding, jointing, coating repairs, touch-up painting, alignment, adjustment, lubrication, cleaning and making good;
- temporary access, normal traffic accommodation, housekeeping, dust and noise control, stormwater control, normal dewatering, waste handling and reinstatement incidental to the item;
- compliance with the Health and Safety Specification, EMPr, quality requirements, permit conditions, community-access requirements and the Contractor's local-labour and subcontractor administration obligations;
- inspections, tests, calibration, commissioning assistance, attendance by manufacturers or specialists, test records, certificates and rectification of defects attributable to the Contractor;
- as-built information, asset data, manuals, editable software backups, licences, passwords, training material, warranties, recommended spares and special tools required by the specification;
- taxes, duties, royalties, levies and charges applicable to the Contractor, except VAT or statutory-authority charges expressly dealt with elsewhere in the Pricing Schedule; and
- head-office and site overheads, financing, profit, risk, wastage, normal fluctuations in productivity and every incidental obligation necessary for a complete, safe, operational and maintainable installation.

22.4 Measurement records, interim claims and work not payable

The Contractor shall give the Employer's Agent sufficient notice to measure work that will be covered, buried, enclosed or otherwise become inaccessible. Measurements shall, where practicable, be taken jointly. If the Contractor covers work without the required notice, the Employer's Agent may require it to be exposed, surveyed, tested or otherwise verified at the Contractor's cost.

Each interim payment statement shall be supported by a measurement pack appropriate to the work claimed, including signed quantity sheets, chainages and levels, marked-up drawings, survey records, delivery notes, material certificates, test results, approved schedules of values for lump-sum work, progress photographs and any other records reasonably required to verify entitlement.

Certification of an interim payment shall not constitute acceptance of materials, workmanship, quantities or performance and shall not relieve the Contractor of any obligation under the Contract.

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No separate payment shall be made for:

- rejected, defective, incomplete or non-compliant work, or for its removal, correction, replacement and retesting;
- failed tests or repeated tests where the failure is attributable to the Contractor, its suppliers or subcontractors;
- unauthorised work, work executed before release of a hold point, or work outside approved lines, levels, limits or methods;
- overbreak, excessive excavation, excessive concrete, surplus material, wastage, theft, deterioration, damage or loss;
- repair of damage caused by the Contractor to roads, services, property, water infrastructure or the environment;
- delays, standing time, remobilisation or loss of productivity falling within the Contractor's allocated risk; or
- temporary works, construction water, temporary power, temporary drainage, storage, protection or access not expressly scheduled.

22.5 Schedule 1: Preliminary and General

Preliminary and General items shall be divided into fixed-charge, time-related and value-related items where so scheduled. Fixed-charge items shall be measured as a lump sum and shall be certified only when the corresponding establishment, facility, submission or close-out obligation has been substantially completed. Time-related items shall be measured in the stated time unit for the period recognised under the Contract. An extension of time shall not automatically entitle the Contractor to additional time-related payment except as provided by the Conditions of Contract and Contract Data.

- The tendered Preliminary and General rates shall include, except where separately scheduled:
- mobilisation, site establishment, demobilisation and final removal of temporary facilities;
- offices, stores, workshops, ablutions, temporary services, communications, signage, security and accommodation required for the Contractor's operations;
- management, supervision, programming, procurement control, document control, survey control and progress reporting;
- insurances, bonds, statutory appointments and Contractor permits required by the Contract;
- Health and Safety management, environmental management, quality management, traffic and access coordination, community liaison support and administration of local labour and SMME participation;
- attendance at meetings, inspections, audits and coordination with the Municipality, Employer's Agent, utility authorities, environmental personnel and affected stakeholders; and
- close-out, removal of temporary works, final cleaning, rehabilitation of temporary areas and submission of final records.

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The final portion of any establishment or demobilisation item shall not be certified until the relevant temporary facilities have been removed, disturbed areas reinstated and outstanding close-out obligations completed.

22.6 Schedule 2: Site clearance and servitude preparation

Site clearance and servitude preparation shall be measured in square metres (m²). Measurement shall be limited to the approved working width and areas actually authorised for clearing.

The rates shall include setting out the limits; clearing and grubbing; cutting and removal of vegetation; removal of roots and debris; stripping, stockpiling and protection of topsoil where required; loading, haulage and lawful disposal; temporary access preparation; protection of retained vegetation and property; erosion and sediment controls; temporary fencing; and initial and final trimming of the servitude.

Removal of major trees, structures, contaminated material, known hazardous material or existing services shall be measured separately only where specific items are provided or the work is instructed. Damage or clearing beyond approved limits shall be reinstated at the Contractor's cost.

Reinstatement of roads, paving, kerbs, fences, landscaping and other surfaces shall be measured by the units and surface categories provided in the Bills of Quantities. Where no separate reinstatement item is provided, reinstatement to the pre-construction condition or the specified standard shall be included in the relevant site-clearance, earthworks or pipeline rate.

22.7 Schedule 3: Earthworks for pipe trenches

Pipe-trench excavation shall be measured in cubic metres in the depth bands and material classifications stated in the Bills of Quantities. The quantity shall be calculated from the authorised trench width and the vertical distance from the accepted original ground level to the specified bedding formation. Side slopes, working space, overbreak and additional excavation selected by the Contractor shall not be measured unless expressly authorised.

The excavation rates shall include excavation; trimming of sides and bottom; safe access; support of trench sides; hand excavation around services; keeping the excavation free of normal stormwater and seepage; separation and stockpiling of suitable material; handling within the site; protection of services; backfilling with approved excavated material; moisture conditioning; compaction; disposal of surplus material within the specified haul distance; and all testing associated with the earthworks.

Extra-over payment for intermediate excavation, hard rock or other separately classified material shall apply only where such material is exposed within the authorised excavation, jointly classified before removal and recorded in accordance with the applicable Standard Specification. Material loosened or broken outside the authorised profile shall not be measured.

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Removal of unsuitable material and provision of imported replacement fill shall be measured only when instructed by the Employer's Agent. The Contractor shall not import material or dispose of excavated material on the assumption that it is unsuitable without written acceptance of the classification.

Normal trench pumping, temporary drainage and management of rainfall shall be included in the excavation rates. Exceptional or continuous dewatering shall be separately payable only where a specific item exists or the work is instructed and valued under the Contract.

22.8 Schedule 4: Bedding and selected fill for pipes

Bedding cradle, selected fill blanket and other specified pipe-zone materials shall be measured in cubic metres from the theoretical cross-section and the measured length of pipe, or in metres where the Bills of Quantities expressly adopt a composite linear rate.

The rates shall include locating or procuring approved material; winning, screening, processing and blending; royalties; loading, transport and off-loading; protection from contamination; preparation of the trench bottom; formation of joint holes; placing in layers; hand packing around the pipe; moisture conditioning; compaction; density testing; and making good after testing.

Separate rates for bedding obtained from trench excavation and imported bedding shall apply only where provided. Excess material placed because of over-excavation, trench collapse, poor control of levels or the Contractor's convenience shall not be measured.

22.9 Schedule 5: 250 mm rising-main pipes and fittings

The 250 mm uPVC Class 16 rising main shall be measured in metres of completed, accepted pipeline, classified by pipe material, nominal diameter and pressure class. Measurement shall follow the pipeline centreline and the convention stated in the applicable Standard Specification and Bills of Quantities. Pipe installed and paid under the Elands River trenchless-crossing schedule shall not be measured again under this schedule.

The pipe rate shall include manufacture and potable-water certification; delivery; inspection; handling and storage; cutting; preparation of ends; joints, seals and approved lubricant; laying to line and level; temporary end caps and cleanliness controls; protection from flotation and movement; internal cleaning; temporary test closures; minor jointing accessories; identification and as-built chainage records; and all work necessary to deliver a complete pipeline, excluding only work expressly scheduled separately.

Fittings, bends, tees, reducers, adaptors, flanged specials, dismantling joints and restrained couplings shall be measured by number, mass or as a lump sum, as scheduled. Each rate shall include fabrication, factory testing, flanges, gaskets, bolts, coatings, corrosion protection, jointing, restraints, supports and connection to adjoining pipework.

Connections and tie-ins to existing potable-water infrastructure shall be measured by number or as a lump sum. The rate shall include service verification, shutdown planning, isolation, draining, dewatering, cutting, adaptors and couplings, temporary protection, disinfection, leak

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testing, restoration of supply and making good. Temporary bypass supply shall be included only where specified or separately scheduled.

No additional payment shall be made for short pipe lengths, extra joints, repair couplings, leakage repairs or replacement of pipe damaged through incorrect handling, storage, bedding, backfilling or testing.

22.10 Schedule 6: Valves, chambers, air and scour valves, and thrust blocks

Isolation valves, non-return valves, combination air-valve assemblies, scour-valve assemblies, pressure-control valves and other scheduled valve installations shall be measured by number, classified by type, nominal size, pressure rating and operating arrangement.

Each valve or assembly rate shall include the valve, isolating devices, extension spindles, handwheels or actuators, flanges, adaptors, dismantling joints, gaskets, bolts, supports, drains, vents, coatings, identification, testing and all fittings required for a complete and maintainable installation, except chambers separately scheduled.

Valve, air-valve and scour chambers shall be measured by number as complete chambers or by the separate civil-work units stated in the Bills of Quantities. A complete chamber rate shall include excavation, disposal, founding preparation, concrete, reinforcement, formwork, masonry where applicable, benching, drainage, waterproofing, pipe penetrations, step irons or ladders, frames and covers, backfilling, compaction, marker posts and reinstatement.

Thrust and anchor blocks shall be measured by number as complete units or by net cubic metres of concrete and tonnes of reinforcement, as scheduled. Rates shall include excavation, preparation of undisturbed bearing faces, formwork, reinforcement, concrete, curing, protection of pipe and joints, backfilling and testing. Additional concrete required because of over-excavation or disturbed founding material shall not be measured.

22.11 Schedule 7: Elands River trenchless crossing

The Elands River crossing shall be measured by metre, by number of completed crossing, by lump sum, or by a combination of specialist-design, mobilisation, pit, bore or drive, pipe-installation and reinstatement items, as stated in the Bills of Quantities.

The tendered rates and sums shall include all specialist obligations necessary for a complete accepted crossing, including:

- interpretation of available survey and geotechnical information, supplementary investigation required by the Contractor's method, specialist design, calculations, drawings, method statements and professional certification;
- mobilisation and demobilisation of specialist plant, establishment of entry and exit areas, temporary works, working platforms, launch and reception pits, shoring and safe access;
- pilot bore or pipe-jacking, reaming, guidance and tracking, drilling fluids or lubrication, spoil and slurry control, casing or carrier pipe, pull-back or jacking, spacers, end

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seals, joints and corrosion protection;

- environmental protection, flood and emergency planning, containment and lawful disposal of drilling fluids and spoil, monitoring of the watercourse and rehabilitation of all disturbed areas;
- testing, cleaning, disinfection, as-built profile and coordinates, specialist records and warranties; and
- every risk and incidental activity associated with the selected approved trenchless method, except a matter expressly dealt with under the unforeseen-physical-conditions provisions of the Contract.

Where the crossing is scheduled as a lump sum, the Contractor shall submit an itemised schedule of values for acceptance before work starts. Interim payment shall be based on verifiable completion of design and approvals, mobilisation, crossing execution, carrier-pipe installation, testing and rehabilitation. Acceptance of a schedule of values shall not alter the lump-sum nature of the item.

A failed or abandoned bore, drive or pull-back attributable to the Contractor's design, equipment, workmanship or method shall not be paid, and all recovery, replacement and environmental remediation shall be at the Contractor's cost. No payment shall be made under both the trenchless-crossing item and ordinary rising-main items for the same length or component.

22.12 Schedule 8: Pump-station civil and structural works

Pump-station civil and structural work shall be measured by the conventional units provided for excavation, fill, concrete, reinforcement, formwork, masonry, structural steel, roofing, finishes, drainage, fencing, access works and building services, or as a complete lump sum where so scheduled.

A complete pump-station civil-work rate or lump sum shall include site preparation; excavation and disposal; foundations; reinforced-concrete bases, slabs, walls, plinths and equipment supports; building or enclosure; roof, doors and ventilation openings; penetrations, sleeves and puddle flanges; drainage, sump and flood protection; access road and hardstanding where shown; security works; lifting-beam supports and maintenance access; waterproofing; finishes; and all making good.

Rates shall include temporary works, support of excavations, normal dewatering, formwork accessories, curing, concrete testing, non-shrink grout, sealants and coordination with mechanical and electrical installations. Over-excavation, additional concrete and remedial work arising from the Contractor's method shall not be measured.

Where a lump sum is used, the Contractor shall provide a schedule of values linked to measurable deliverables. Changes to foundations or structures arising from instructed design amendments or verified unforeseen ground conditions shall be valued in accordance with the Contract; changes made for the Contractor's convenience shall be included in the lump sum.

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22.13 Schedule 9: Mechanical, electrical, generator and control systems

Mechanical, electrical, standby-power and pump-station control systems shall be measured by number, metre, point, panel, system or lump sum, as scheduled. Each item shall represent a complete installed, tested and commissioned system, including all interfaces necessary for reliable operation.

Pumps shall be measured by number. Each pump rate shall include the pump and motor, baseplate, coupling, guards, anchors, non-shrink grout, anti-vibration provisions, mechanical seals, factory testing, certified curves, delivery, installation, alignment before and after pipe connection, lubrication, site testing and OEM attendance.

Mechanical pipework, manifolds, valves, non-return valves, dismantling joints, gauges, pressure transmitters, drains, vents, supports, flow meter and surge-protection equipment shall be measured in the units provided. Rates shall include all specials, flanges, gaskets, bolts, coatings, supports, identification, calibration and testing necessary for a complete installation.

The motor control centre, VSDs, distribution boards, cables, lighting, small power, earthing, bonding, lightning protection and surge protection shall be measured as scheduled. Rates shall include design verification, protection settings, cable supports and glands, terminations, labels, testing, statutory inspection and a valid electrical certificate of compliance.

The standby generator shall be measured by number or as a lump sum and shall include the diesel generator set, weather and acoustic enclosure where required, exhaust, cooling, starting batteries and charger, fuel storage and transfer system, bunding, automatic mains-failure and changeover equipment, controls, alarms, emergency stop, earthing, cabling, initial fuel and lubricants required for testing, load testing, SCADA signals, commissioning and operating documentation.

Pump-station PLC, local HMI, control panels, field instruments and local telemetry hardware included in this schedule shall be measured by number or as a complete system. Rates shall include control philosophy implementation, software, perpetual licences, programming, calibration, I/O testing, factory and site acceptance tests, editable source code, passwords and backups.

Utility-supply upgrades, electricity-connection charges or work by the supply authority shall be paid only under a specific item or provisional sum. The Contractor shall include all liaison, applications, information and attendance required to establish the defined point of supply unless otherwise stated.

22.14 Schedule 10: Reservoir refurbishment, PRVs, DMA, telemetry and associated testing

The initial condition assessment of the existing 230 kL elevated reservoir shall be measured as an item or lump sum where scheduled and shall include safe isolation, draining, access, inspection, photographs, measurements, coating observations, defect schedule and recommendations. The assessment does not authorise refurbishment beyond the work shown or instructed.

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Reservoir repairs shall be measured only to the extent shown in the Bills of Quantities or instructed after the condition assessment. Depending on the work, measurement may be by square metre of prepared and coated surface, kilogram or tonne of steelwork, number of fasteners or seals, metre of pipework, number of access components, or lump sum. No payment shall be made for unapproved repairs or wholesale replacement undertaken without instruction.

Reservoir inlet and outlet modifications, level-control valves, isolation valves, non-return valves, sampling points, overflow and scour modifications, PRV installations and associated chambers shall be measured by number, metre or lump sum, as scheduled. Each item shall include all pipework, fittings, supports, access, shutdown coordination, testing, disinfection and reinstatement required for a complete installation.

Remote reservoir instruments, pressure loggers, DMA metering, telemetry links, security alarms and integration with the municipal SCADA system shall be measured by number or as a complete system. Rates shall include field devices, panels, power supplies, communications equipment, antennas, network configuration, data mapping, SCADA tags and screens, alarm and trend configuration, licences, testing, calibration, source files, training and handover.

Fencing shall be measured in metres and gates, locks, hatches, ladders and other security components by number or as a lump sum, as scheduled. Rates shall include foundations, posts, fittings, coatings, signs, access control, making good and removal of redundant components where shown.

Where the final extent of reservoir repair, utility interface or SCADA integration cannot be fully defined at tender stage, the work shall be dealt with through provisional quantities, a provisional sum or instructed variation. The Contractor shall not include an undefined risk premium in unrelated measured rates as a substitute for a clearly identified provisional interface.

22.15 Schedule 11: Testing, commissioning, training and handover

Testing, commissioning, training and handover shall be measured as separate items or as a lump sum, as provided in the Bills of Quantities. Where a lump sum is provided, the Contractor shall submit a schedule of values linked to the approved commissioning plan and the following verifiable stages:

- pre-commissioning inspections, completed test packs and readiness approval;
- successful pipeline pressure testing, flushing, disinfection and acceptable water-quality results;
- successful mechanical, electrical, generator, instrumentation, PLC, telemetry and SCADA functional tests;
- successful wet commissioning, pump-duty and energy checks, standby changeover, alarm and interlock proving, PRV setting and surge-control verification;
- completion of the specified reliability trial and correction of defects affecting operation;
- completion of operator and maintenance training; and

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- acceptance of as-built drawings, O&M manuals, asset data, test records, software backups, licences, warranties, spares, special tools and close-out documentation.

The rates shall include test equipment, temporary connections, test closures, chemicals, sampling, accredited laboratory charges, calibration, attendance by OEMs and specialists, data recording, reports and disposal of test water in an approved manner. The treatment and bulk supply of potable test water shall be dealt with as stated in the Contract Data; all handling and disposal remain included unless separately scheduled.

Failed tests and repeated commissioning activities necessitated by defective work, incorrect settings, incomplete software or equipment failure attributable to the Contractor shall be carried out at no additional cost. Final payment against commissioning and handover items shall be certified only after the relevant acceptance criteria and documentation have been met.

Post-commissioning assistance, defects response, warranty support and performance monitoring during the Defects Notification Period shall be included in the relevant rates or measured under a specific time-based or lump-sum item where provided. Attendance required to correct defects remains at the Contractor's cost.

22.16 Environmental, health and safety, quality, community and local-participation obligations

The Contractor's environmental, occupational health and safety, quality, community-access and local-participation obligations shall be included in Preliminary and General or in the relevant work rates unless expressly scheduled as separate items. Separate items shall be measured only against the deliverables and records stated in the Bills of Quantities and shall not duplicate compliance costs included elsewhere.

No payment shall be made for fines, penalties, stop-work consequences, incident clean-up, rehabilitation, medical costs, replacement of damaged environmental controls or other costs arising from the Contractor's non-compliance. Payment for time-related compliance personnel shall not relieve the Contractor of the duty to provide sufficient resources whenever the work requires them.

22.17 Provisional sums, statutory charges and undefined interfaces

A provisional sum may be expended only on the written instruction of the Employer's Agent. The Contractor has no entitlement to the unexpended balance. Payment shall be based on the valuation method stated in the Conditions of Contract and Bills of Quantities, supported by quotations, invoices, delivery records, time sheets and proof of payment as applicable.

The Contractor's tendered attendance, overhead and profit percentage or rate, where provided, shall be applied only in the manner stated in the Bills of Quantities. No additional mark-up shall be added where the scheduled rate already includes attendance or where the work is valued using an applicable Contract rate.

Potential provisional interfaces include final municipal SCADA integration, statutory-authority charges, utility upgrades beyond the defined point of supply, unforeseen reservoir repairs,

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specialist treatment of hazardous or asbestos-containing material and other work expressly identified as provisional. The contingency allowance in an estimate or funding approval is not a payment item and creates no automatic entitlement for the Contractor.

22.18 Materials and equipment on or off Site

Payment for unfixed materials or equipment on Site shall be considered only where permitted by the Conditions of Contract and Contract Data and where the Contractor provides evidence of ownership, value, insurance, secure storage, identification for the Works, compliance certificates and protection against loss or deterioration. Payment shall not relieve the Contractor of responsibility for care, custody, installation, testing and performance.

Payment for materials or equipment stored off Site shall be permitted only where expressly allowed, approved in writing and supported by the security, vesting, insurance, inspection and identification arrangements required by the Contract. No payment shall be made for construction plant, temporary works, consumables, perishable materials, rejected items, unapproved equipment or materials not demonstrably allocated to the Works.

22.19 Variations, dayworks and new rates

Variations shall be measured and valued only when instructed or otherwise recognised under the Conditions of Contract. The Contractor shall not proceed on the assumption that an oral discussion, drawing review, site meeting entry or technical comment constitutes a variation instruction.

Where daywork is authorised, labour, plant and material records shall be submitted daily in the prescribed form for verification. Signature of a daywork record confirms only the resources recorded and does not constitute acceptance of liability, entitlement or price.

Where no applicable Contract rate exists, the Contractor shall submit a fully supported rate build-up showing labour, plant, materials, wastage, transport, subcontract costs, overheads and profit. New rates shall be agreed or determined in accordance with the Conditions of Contract before, or as soon as practicable after, execution of the varied work.

22.20 Final measurement, close-out and final payment records

The Contractor shall progressively maintain final-measurement records and shall not defer quantity reconciliation until completion. The final measurement submission shall include signed measurement sheets, final chainages and levels, as-built surveys and drawings, material reconciliation, disposal records, test and commissioning certificates, approved variation records and a priced reconciliation against every Bill item.

Payment items linked to handover, close-out, demobilisation or final documentation shall be certified only when the relevant deliverables have been accepted. Release of retention, final payment and the Final Approval Certificate shall be governed by the Conditions of Contract and Contract Data and shall not relieve the Contractor of outstanding defects, warranties or latent-defect obligations.

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22.2 Incidental obligations included in rates

- Coordination, submittals, shop drawings, method statements, ITPs, records and approvals.
- Protection of existing services and facilities, routine service detection and normal trial holes.
- Handling, storage, jointing consumables, cutting, wastage, testing and manufacturer supervision required by the specification.
- Temporary works, safety measures, environmental controls, access and housekeeping unless separately scheduled.
- Labels, markers, minor supports, fasteners, glands, terminals, interface wiring and other small completion items.
- Commissioning participation, training, manuals, software backups, as-built information and warranties.
- Rectification of defects and failed tests attributable to the Contractor.

22.3 Provisional and undefined interfaces

Items that cannot be fully defined before tender, such as final SCADA integration, statutory-authority fees, unforeseen reservoir repairs or utility upgrades, shall be clearly identified and treated through provisional sums or defined schedule items. No undefined allowance shall be assumed to transfer unlimited risk to either party.

End of C3.7 Particular Specifications

This section shall be read with the Contract Data, drawings, Bills of Quantities, Standard Specifications, Health and Safety Specification and EMPr.

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KGETLENGRIVIER LOCAL MUNICIPALITY

BULK WATER SUPPLY TO BO-DORP IN SWARTRUGGENS

Part C4

Section C4.1

SITE INFORMATION

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C4.1: SITE INFORMATION

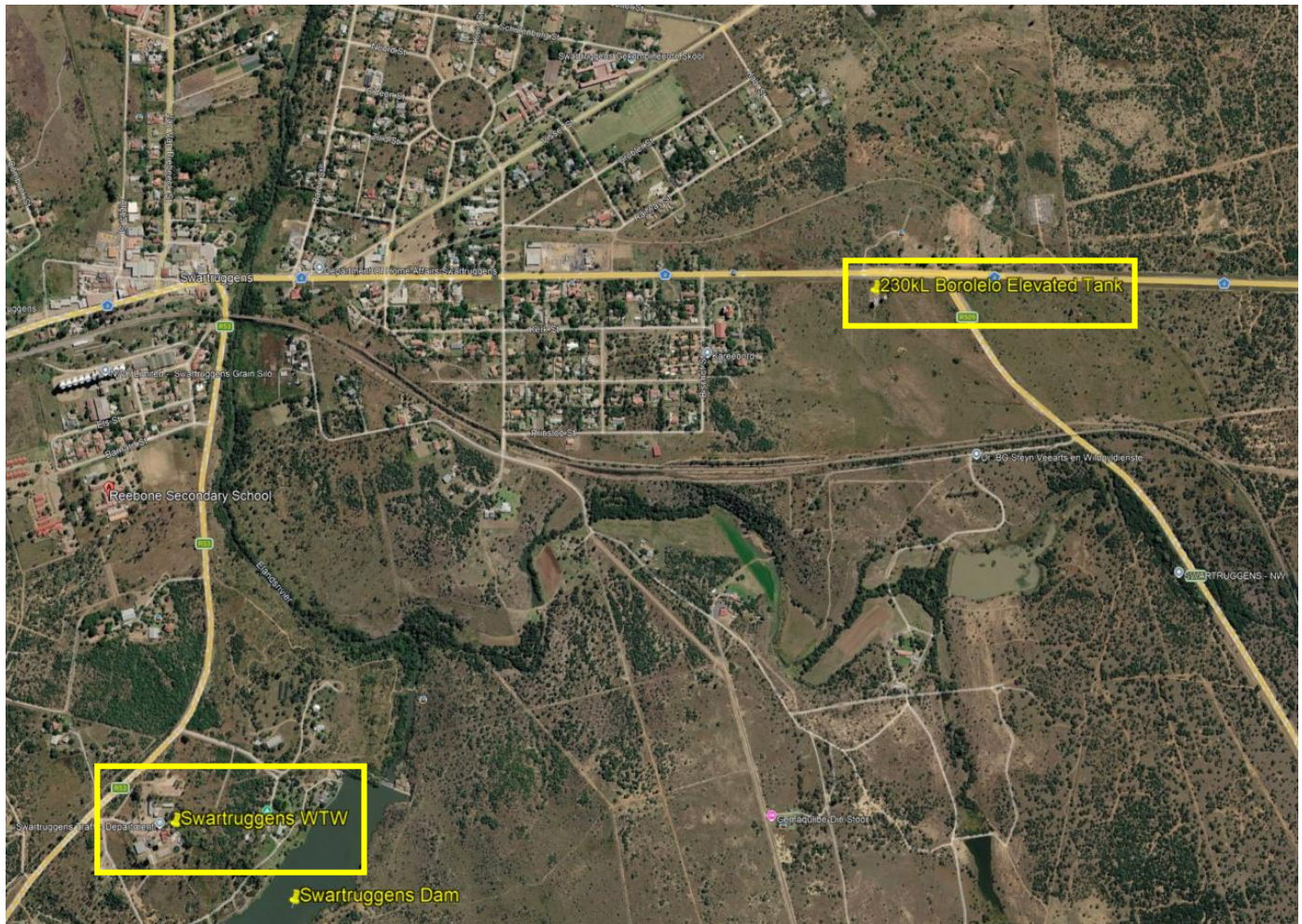
The project site location is in North-West Province, Bojanala Platinum District Municipality, Kgetlengrivier Local Municipality, Swartruggens.

The co-ordinates of the project: **Longitudinal (E): 26° 53' 47.51"** **Latitude (S): 25° 51' 47.07"**.

C4.2: LOCALITY PLAN

C4.2.1 General

This section describes the site at the time of the tender in order to enable the tenderer to price his tender accordingly and to decide upon his method of working, programming and risks. The tenderer shall inform him / herself on the nature of the site and inspect the site.



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KGETLENGRIVIER LOCAL MUNICIPALITY

BULK WATER SUPPLY TO BO-DORP IN SWARTRUGGENS

Part C5

Section C5.1

LIST OF DRAWINGS

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