



NALA LOCAL MUNICIPALITY

CONTRACT NO.

NLM/TS/006/2025-26

CONSTRUCTION OF BOTHARNIA 9 PUMP STATION IN KGOTSONG

PART T2:

RETURNABLE DOCUMENTS AND SCHEDULES

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



NALA LOCAL MUNICIPALITY

CONTRACT NO.

NLM/TS/006/2025-26

CONSTRUCTION OF BOTHARNIA 9 PUMP STATION IN KGOTSONG

RETURNABLE DOCUMENTS

INDEX

Section	Description	Page No
SECTION T2.1	RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES	T2.1-1
SECTION T2.2	OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES	T2.2-1

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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NALA LOCAL MUNICIPALITY

CONTRACT NO.

NLM/TS/006/2025-26

CONSTRUCTION OF BOTHARNIA 9 PUMP STATION IN KGOTSONG

SECTION T2.1

RETURNABLE SCHEDULES
REQUIRED FOR BID EVALUATION
PURPOSES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



NALA LOCAL MUNICIPALITY

CONTRACT NO.

NLM/TS/006/2025-26

CONSTRUCTION OF BOTHARNIA 9 PUMP STATION IN KGOTSONG

T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES

The tenderer must complete the following returnable documents:

TENDER DOCUMENT in its entirety.

The information the tenderer shall supply in his tender or attached to his tender shall include, but not be limited to the documents and schedules as set out below.

Municipal Bidding Documents (MBD):

The following standard MBD's should be completed (if applicable) legibly and in full in terms of the requirements of the National Treasury of the Republic of South Africa:

MBD1:	Invitation to Bid and Company Information
MBD4:	Bidder's Disclosure
MBD6.1:	Preference Points Claim Form
MBD7:	Declaration of Bidder's Past Supply Chain Management Practices
MBD8:	Declaration of Bidder's Past Supply Chain Management Practices
MBD9:	Certificate of Independent Bid Determination

Additional Forms:

Form 2.1.1	Record of Addenda to Bid Documents
Form 2.1.2	Certificate of Attendance at Clarification Meeting
Form 2.1.3	Registration Certificate/Agreement/Powers of Attorney/ID Document (If Applicable)
Form 2.1.4	Proposed Joint Venture Agreement
Form 2.1.5	Certificate of Authority of Signature
Form 2.1.6	Tax Compliance Status Verification
Form 2.1.7	Certified Copy of Latest UIF Return
Form 2.1.8	Certified Copy Latest Municipal Rates and Taxes Clearance Certificate or Copy of Valid Lease Agreement (If Renting)
Form 2.1.9	Certified Proof of Expenditure for Skills Development
Form 2.1.10	Certified Copy of Letter of Good Standing with Compensation Commissioner or With a Licensed Compensation Insurer
Form 2.1.11	Certified Certificate of Tenderer's B-BBEE Status Level
Form 2.1.12	Certified Copy of Form of Intent to Provide a Performance Guarantee
Form 2.1.13	Certified Copy of CIDB Registration Certificate
Form 2.1.14	Proposed Programme of Works
Form 2.1.15	Proof of Quality Management System

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



MBD 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF NALA LOCAL MUNICIPALITY					
BID NUMBER:	NLM/TS/006/2025-26	CLOSING DATE:	22 December 2025	CLOSING TIME:	12:00
DESCRIPTION	CONSTRUCTION OF BOTHARNIA 9 PUMP STATION IN KGOTSONG				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT: the foyer of Nala Local Municipality, 8 Preller Street, Bothaville, 9660					
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					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		☐ Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	
		☐ No		☐ Yes ☐ No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		☐ AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
		☐ A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
		☐ A REGISTERED AUDITOR			
		NAME:			
[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 BELOW]	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY	Nala Local Municipality		COMPANY	Nala Local Municipality	
CONTACT PERSON	Mr M Malete		CONTACT PERSON	Mr I Mokotedi	
TELEPHONE NUMBER	056 514 9200		TELEPHONE NUMBER	056 514 9200	
E-MAIL ADDRESS	mmalete@nala.co.za		E-MAIL ADDRESS	imokotedi@nala.co.za	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE. 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; AND TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TAX COMPLIANCE STATUS (TCS) TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER. 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

Full Name	Identity Number	Name of State institution

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3. DECLARATION

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

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

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	
Signature	Date
.....	
Position	Name of bidder

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the Municipality:**

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The lowest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 **To be completed by the Municipality:**

The maximum points for this tender are allocated as follows:

	Municipality's Points
Price	80
Specific Goals	20
Total Points for Price and Specific Goals	100

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where:

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



4. POINTS AWARDED FOR SPECIFIC GOALS

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

Table 1:

10 Points for the specific goals will be allocated based on a geographical area of a bidder, as follows:

Geographical Area of the Bidder	Number of points on 80/20 points system	Documentation required from the bidder to validate their claim for points
Within the boundaries of the Nala Municipality	10	Official Municipal Rates Statement; or Lease Agreement
Within the boundaries of Lejweleputswa District	6	
Within the boundaries of the Free State	4	
Outside of the boundaries of the Free State	2	

Table 2:

4 Points for the specific goals will be allocated based on the race of a bidder, as follows:

Black-Owned Enterprise	Number of points on 80/20 points system	Documentation required from the bidder to validate their claim for points
51 - 100% Black-owned enterprise	4	CSD, Sanas Accredited BBBEE Certificate or Sworn Affidavit, CIPC and ID Copy
31 - 50% Black-owned enterprise	2	
11 - 29% Black-owned enterprise	0	
1 - 10% Black-owned enterprise	0	

Table 3:

2 Points for the specific goals will be allocated based on the age of a bidder, as follows:

Youth-Owned Enterprise	Number of points on 80/20 points system	Documentation required from the bidder to validate their claim for points
51 - 100% Youth-owned enterprise	2	CSD, Sanas Accredited BBBEE Certificate or Sworn Affidavit, CIPC and ID Copy
31 - 50% Youth-owned enterprise	1	
11 - 29% Youth-owned enterprise	0	
1 - 10% Youth-owned enterprise	0	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Table 4:

2 Points for the specific goals will be allocated based on the gender of a bidder, as follows:

Women-Owned Enterprise	Number of points on 80/20 points system	Documentation required from the bidder to validate their claim for points
51 - 100% Women-owned enterprise	2	CSD, Sanas Accredited BBBEE Certificate or Sworn Affidavit, CIPC and ID Copy
31 - 50% Women-owned enterprise	1	
11 - 29% Women-owned enterprise	0	
1 - 10% Women-owned enterprise	0	

Table 5:

2 Points for the specific goals will be allocated based on the disability of a bidder, as follows:

Disability-Owned Enterprise	Number of points on 80/20 points system	Documentation required from the bidder to validate their claim for points
51 - 100% Disability-owned enterprise	2	CSD, Sanas Accredited BBBEE Certificate or Sworn Affidavit, CIPC, ID Copy and Medical Certificate
31 - 50% Disability-owned enterprise	1	
11 - 29% Disability-owned enterprise	0	
1 - 10% Disability-owned enterprise	0	

Specific goals for the tender and points claimed are indicated in the table below:

Note to tenderers: The tenderer must indicate how they claim points for preference point system by referring to table 1 - 5 above.

The specific goals allocated points in terms of this tender	Number of points allocated on 80/20 points system	Number of points claimed on 80/20 points system (To be completed by the tenderer)
Locality	10	
Black-Ownership	4	
Youth-Ownership	2	
Women-Ownership	2	
Disability-Ownership	2	
Total	20	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm.....

5.2 Company registration number:

5.3 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.1, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of the contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MBD 7.1

CONTRACT FORM – PURCHASE OF GOODS/SERVICES

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)

1. I hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to **NALA LOCAL MUNICIPALITY** in accordance with the requirements and specifications stipulated in the bid number **NLM/TS/006/2025-26** 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 the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of Tax Compliance Status;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify).....
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 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.
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 fulfilment 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.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



MBD 7.1

CONTRACT FORM – PURCHASE OF GOODS/SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/services 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	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
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:		
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:		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Item	Question	Yes	No
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of 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	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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



MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document must form part of all bids¹ 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 bidding (or bid rigging).² Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

² Bid rigging (or collusive bidding) 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 bidding process. Bid rigging is, therefore, an agreement between competitors not to compete

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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 Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MBD 9

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 bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
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 bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM 2.1.1 RECORD OF ADDENDA TO BID DOCUMENTS

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

	Date	Title or Details
1		Confirmatory notes of compulsory site/clarification meeting
2		
3		
4		
5		
6		
7		
8		
9		

Attach additional pages if more space is required.

.....
Signature of Authorized Person: Date:

Name: Position:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
-----------------------------------	----------------------------------	----------------------------------	---------------------------------	----------------------------------	----------------------------------



FORM 2.1.2 CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that (tenderer) of (address)

.....

..... was represented by the person(s) named below

at the compulsory meeting held for all tenderers at (location)

on (date)starting at (time)

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the Site of the Works and its surroundings and / or matters incidental to doing the work specified in the Tender Documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender. I / We also acknowledge that I / we have examined the Site Data made available by the Employer (including borehole cores and related information).

Particulars of person(s) attending the meeting:

Name:

Signature:

Capacity:

Name:

Signature:

Capacity:

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

Name:

Signature:

Capacity:

Date and Time:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM 2.1.3 REGISTRATION CERTIFICATE/AGREEMENT/POWERS OF ATTORNEY/ID DOCUMENT (IF APPLICABLE)

Important note to Tenderer: Registration Certificates for Companies, Close Corporation and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID Document for Sole Proprietor, all as referred to in the foregoing forms and in T2.1.5 must be inserted here.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM 2.1.4 PROPOSED JOINT VENTURE AGREEMENT

The following legal business entities agree to deliver the services and/or goods as required under this Contract as a Joint Venture as follows:

Name and Addresses of Joint Venture:
.....
.....

Consisting of the following businesses (Joining Entities)

NAME JOINING ENTITY	TAX No	PROPORTIONAL PAYMENT THAT WILL BE RECEIVED UNDER THIS CONTRACT
.....		 %
.....		 %
.....		 %
.....		 %
.....		 %

The above-mentioned Joint venture will execute the Contract under the management of (full name)
.....
who is an employee of (name of joining entity) ;
and in accordance with any further agreements as attached to this document, titled
.....
and dated(if applicable).

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
-----------------------	----------------------	----------------------	---------------------	----------------------	----------------------



Bank guarantees and retention money (where required) will be provided or paid by (name of joining entity)

.....

who will be responsible for the fulfilment of the retention obligations (where required) as set out in the Contract Document.

Signed by the duly authorized representatives of the above-mentioned Joint Entities:

JOINING ENTITY AND POSITION	FULL NAME (Position)	SIGNATURE	DATE
.....			
.....			
.....			
.....			

WITNESSES: 1.

 2.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
-----------------------------------	----------------------------------	----------------------------------	---------------------------------	----------------------------------	----------------------------------



FORM 2.1.5 CERTIFICATE OF AUTHORITY OF SIGNATURE

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

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

All signatories, including sole proprietors, shall confirm their authority by attaching to this page of this tender a duly signed and ***dated original or certified copy*** of the relevant resolution of their members or their board of directors and ***certified copies*** of the Identity Documents of all the directors, as the case may be

(I) Certificate for Company

I,, chairperson of the Board of Directors of

....., hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr/Ms, acting in the capacity of was authorized to sign all documents in connection with the tender for **NLM/TS/006/2025-26** and any contract resulting from it on behalf of the company.

Chairman:

As Witnesses: 1.....

2.....

Date:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



(II) Certificate for Close Corporation

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

..... hereby authorize Mr/Ms, acting in the capacity of

....., to sign all documents in connection with the
tender for Tender **CONTRACT NLM/TS/006/2025-26** and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all 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



(III) Certificate for Partnership

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

....., hereby authorize Mr/Ms,

acting in the capacity of, to sign all documents in connection

with the tender for Tender **CONTRACT NLM/TS/006/2025-26** and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all key partners upon who rests the direction of the affairs of the partnership as a whole.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



(IV) Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms . . .

....., authorised signatory of the company

....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature Name Designation
		Signature Name Designation
		Signature Name Designation
		Signature Name Designation

Note : This certificate is to be completed and signed by all key partners upon who rests the direction of the affairs of the Joint Venture as a whole.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



(V) **Certificate for Sole Proprietor**

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

Signature of sole owner: **Date:** **As**

Witnesses:

1..... **Date:**

2. **Date:**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM 2.1.6 TAX COMPLIANCE STATUS (TCS) VERIFICATION

Tax Compliance Status (TCS) PIN obtained from SARS to be inserted here.

IMPORTANT NOTES:

Tax Compliance Status Verification Requirement:

As per the **Preferential Procurement Regulations 2017** under the **Preferential Procurement Policy Framework Act No. 5 of 2000**, all bidders must provide proof of a valid Tax Compliance Status (TCS) from the **South African Revenue Service (SARS)**. No contract will be awarded to a person or entity that has not submitted a valid TCS PIN confirming they are tax compliant or made satisfactory arrangements with SARS regarding any outstanding tax obligations.

Completion of TCS Verification:

The Tax Compliance Status (TCS) verification must be completed **by the tenderer** on the **SARS eFiling system** where they are registered for income tax purposes. SARS will issue a **Tax Compliance Status PIN**, valid for 6 months from the date of issue, which the tenderer must submit with the tender documents **before the tender closing date**.

Joint Ventures/Consortium/Subcontractors:

Each party involved in a **Consortium, Joint Venture, or as a Subcontractor** must obtain and submit an individual TCS PIN for verification purposes.

Foreign Bidders:

- For **foreign bidders** who do not have tax obligations in South Africa, the **SBD 1 form** must be completed and submitted to **SARS** for verification of tax obligations.
- Upon submission, SARS will issue a **Confirmation of Tax Obligations** letter, which must be included in the bid submission.

Verification Process:

The TCS PIN provided will be verified by designated officials via the SARS eFiling system or the Central Supplier Database (CSD). The verification results should be attached to the bidder's records for audit purposes.

- If the bidder is non-compliant, they will be notified in writing and allowed 7 working days to rectify their status with SARS. Proof of rectified compliance must then be submitted for re-verification.
- Failure to rectify a non-compliant status within the specified time frame will result in disqualification.

Failure to Submit Valid TCS PIN:

If the bidder does not submit a valid TCS PIN or evidence of tax compliance status within the stipulated time, the tender will be considered invalid and disqualified.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM 2.1.7 **CERTIFIED COPY OF LATEST UIF RETURN**

The Tenderer must attach hereto a copy of the latest Unemployment Insurance Fund return.

Unemployment Insurance Contributions Act, No. 4 of 2002

CHAPTER 2

Duty to contribute and recovery of contributions

5. Duty to contribute to the Fund

- 1) Every employer and every employee to whom this Act applies must, on a monthly basis, contribute to the Unemployment Insurance Fund.
- 2) The contributions must be paid by the employer either to the Commissioner in terms of section 8 or to the Unemployment Insurance Commissioner in terms of section 9, whichever is applicable to the particular employer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**FORM 2.1.8 CERTIFIED COPY LATEST MUNICIPAL RATES AND TAXES CLEARANCE CERTIFICATE
OR COPY OF VALID LEASE AGREEMENT (IF RENTING)**

The Tenderer must attach hereto a certified copy of their latest municipal rates and taxes clearance certificate, a municipal account (no older than 3 months) or a copy of a valid lease agreement (if renting)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



FORM 2.1.9 CERTIFIED PROOF OF EXPENDITURE FOR SKILLS DEVELOPMENT

The Tenderer must attach hereto proof of expenditure on skills development as required.

SKILLS DEVELOPMENT LEVIES ACT 1, 1999

3. Imposition of levy

(1) Every Employer must pay a skills development levy

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**FORM 2.1.10 CERTIFIED COPY OF LETTER OF GOOD STANDING WITH COMPENSATION
COMMISSIONER OR WITH A LICENSED COMPENSATION INSURER**

The Tenderer must attach hereto a certified copy of the Letter of good standing with the Compensation Commissioner or with a licensed compensation insurer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**FORM 2.1.11 CERTIFIED CERTIFICATE OF TENDERER'S B-BBEE STATUS LEVEL OF CONTRIBUTOR
IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND CODES OF GOOD
PRACTICE ON B-BBEE, NON-GOVERNMENTAL ORGANIZATION NOTICE 931 OF 2017**

- 1) Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.
- 2) Bidders who do not submit B-BBEE Status Level Verification Certificates, are non-compliant contributors to B-BBEE and do not qualify for preference points for BBEE but should not be disqualified from the bidding process. They will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for Specific Goals.
- 3) A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.
- 4) Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM 2.1.12 CERTIFIED COPY OF FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

The Tenderer must attach hereto a letter from the bank or institution with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM 2.1.13 CERTIFIED COPY OF CIDB REGISTRATION CERTIFICATE

The Tenderer must attach hereto a certified copy of their company's certificate of registration with the Construction Industry Development Board. For Trusts, Consortiums or Joint Ventures, certified copies will be required for each company that forms part of the entity.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM 2.1.14 PROPOSED PROGRAMME OF WORKS

The Tenderer must attach hereto a proposed Programme of Works illustrating their understanding of the Works. This representation should show phases of the tasks, inclusive of all sub-tasks, and lead times on procurement and resource allocation. The Programme must be presented in a Gantt chart format (MS Projects) illustrating the estimated dates at which critical milestones can be reached and indicating the critical path.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM 2.1.15 PROOF OF QUALITY MANAGEMENT SYSTEM

The Tenderer must attach hereto their ISO 9001 Certification or proof of an in-house Quality Management System (QMS). The QMS must include proof of a Document Control System and proof of a Non-conformity Management System, and should also include a sample or template of their Quality Control Plan and appointment of a Quality Representative.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



NALA LOCAL MUNICIPALITY

CONTRACT NO.

NLM/TS/006/2025-26

CONSTRUCTION OF BOTHARNIA 9 PUMP STATION IN KGOTSONG

SECTION T2.2

**OTHER DOCUMENTS REQUIRED FOR BID EVALUATION
PURPOSES**

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2



OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

INDEX

Section	Description	Page No
T2.2.1	Alterations by Tenderer	T2.2-3
T2.2.2	Works Previously Executed	T2.2-4
T2.2.3	Present Commitments	T2.2-5
T2.2.4	Supervisory and Safety Personnel	T2.2-6
T2.2.5	Labour Utilization	T2.2-7
T2.2.6	Compliance with OHSA (Act 85 of 1993).....	T2.2-10
T2.2.7	Plant and Equipment	T2.2-11
T2.2.8	Sub-contractors	T2.2-12
T2.2.9	Site Inspection Certificate	T2.2-13
T2.2.10	Prospective tenders registration form/Change of registration form	T2.2-14
T2.2.11	Preferential Procurement	T2.2-16
T2.2.12	Company Profile	T2.2-18
T2.2.13	Methodology / Approach Paper.....	T2.2-19

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.1 ALTERATIONS BY TENDERER

Should the Tenderer desire to make any departures from or modifications to the General or Special Conditions of Contract, the Specifications, the Schedule of Quantities or the Drawings, or to qualify his tender in any way, he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

Page	Clause or Item

Signature of Tenderer: _____

Date: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.2 WORKS PREVIOUSLY EXECUTED

The following is a statement of major works successfully executed by myself/ourselves in recent years:

Employer	Contractor	Nature of Works	Trenchless Methods* in Scope (specify, if any)	Value of Works	Duration and Completion Date

* Trenchless methods = pipe bursting/cracking, horizontal directional drilling, sliplining or cured-in-place pipe lining

Note: Failure to detail the required information, shall signify that the tender is submitted by an inexperienced tenderer.

Signature of Tenderer: _____

Date: _____

State firm, contact person and telephone number: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.3 PRESENT COMMITMENTS

Employer	Contractor *	Nature of Works	Value of Works	Duration and Completion Date

Signature of Tenderer: _____ Date: _____

State firm, contact person and telephone number: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.4 SUPERVISORY AND SAFETY PERSONNEL

PREVIOUS EXPERIENCE WITH WORKS OF A SIMILAR NATURE DURING THE LAST TEN YEARS

Name	% Time on Site	Position (Current)	Service (Years)	Name of Project And year executed	Value of Works	Trenchless Methods in Scope	Position Occupied
Contracts Manager							
Construction Manager (Site Agent)							
Contractor's Foremen							
Construction Health and Safety Officer							

Tenderers shall indicate the percentage of working time these persons will be engaged on site. Tenderers are required to provide copies of curriculum vitae and certified qualification certificates of all supervisory and safety personnel.

Signature of Tenderer: _____

Date: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.5 LABOUR UTILISATION

Labour Categories - Definitions

NOTE: These definitions serve as a guideline to complete the following table and will in no respect alter the Project Specifications or Standardized Specifications:

1. General Foreman / Foreman

An employee who gives out work to and directly co-ordinates and supervises employees. His duties encompass any one or more of the following activities:

- a) Supervision;
- b) maintaining discipline;
- c) ensuring safety in the workplace;
- d) being responsible to the Contractor for efficiency and production for his portion of the works; and
- e) performing skilled work, whether in an instructional capacity or otherwise.

2. Charge hand

An employee engaged in any one or more of the following activities:

- a) Being primarily employed in a supervisory capacity, but who may also be doing the work of an artisan;
- b) giving out work to other employees under his control and supervision;
- c) ensuring safety in the workplace;
- d) maintaining discipline; and
- e) being directly responsible to a general foreman or foreman or the Contractor or the Contractor's representative for efficiency and production for his portion of the works.

3. Artisan

An employee who has successfully completed all prescribed courses at a practical institutional training centre for a particular trade and who has successfully completed the on-site period of training as prescribed and who has successfully passed the prescribed trade tests.

4. Team Leader

An employee engaged in any one or more of the following activities:

- a) Being employed in a supervisory capacity, but who may also be doing the work of a skilled person;
- b) giving out work to other employees under his control and supervision;
- c) maintaining discipline;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- d) being directly responsible to a Charge hand or a foreman or a general foreman or the employer's authorized representative for efficiency and production for his portion of the works.

5. Skilled Employee

An employee engaged in an ancillary trade or an assistant artisan.

6. Semi-Skilled Employee

An employee with any specified skills, an apprentice or a trainee-artisan.

7. Unskilled Employee

An employee engaged in any task or operation not specified above.

8. Imported Employee

Personnel permanently employed by Contractor.

9. Local Employee

Temporary workforce employed through Labour Desk.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MAN DAYS

Categories	No. of Man Days	
	Imported	Local
1. Contracts Manager		
2. Construction Manager		
3. Foreman/Supervisors (specify type)		
3.1 -----		
3.2 -----		
3.3 -----		
4. Safety Inspectors (specify type)		
4.1 -----		
4.2 -----		
5. Charge hands		
6. Artisans		
7. Operators/Drivers		
8. Clerks/Storeman		
9. Team Leader		
10. Skilled Labour		
11. Semi-skilled Labour		
12. Unskilled Labour		

Signature of Tenderer: _____

Date: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.6 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 Contractors Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).

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 attends these meetings? YES / NO

6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? YES / NO
If yes, please explain his duties and provide a copy of his CV.

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? YES / NO
(If yes, provide a copy).

Signature of Tenderer: _____

Date: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.7 PLANT AND EQUIPMENT

1. Major Plant and Equipment immediately available for this Contract:

Quantity	Size, Description, Capacity, etc.

2. Major Plant and Equipment that will be acquired for this contract if my/our tender is accepted:

Quantity	Size, Description, Capacity, etc.

Signature of Tenderer: _____

Date: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.8 SUB-CONTRACTORS

The Tenderer shall list below any subcontractors he intends to employ to carry out part(s) of the Works.

The Tender must subcontract a minimum of 30% of the value of the contract to an EME or QSE/s that is a minimum 51% black owned. The total percentage of the contract value that is subcontracted will be determined during the construction stage, and penalties will be applied if not reached.

Bidders must utilize the National Treasury's Central Supplier Database (CSD) for the identification of potential subcontractors from the pool of EMEs or QSEs to advance designated groups.

The responsibility to subcontract with competent and capable sub-contractors' rests with the main contractor/supplier.

As far as possible, the bidder must consider subcontractors from the area/s where the project will be taking place.

Where CIDB-related works are subcontracted, each Subcontractor must also be registered with the appropriate CIDB grading in accordance with the value of the work to be undertaken by that Subcontractor.

The following evidence will be required during the construction phase:

- A signed subcontracting agreement stipulating the percentage to be subcontracted.
- CSD report/s for subcontractor/s.
- CIDB Registration for subcontractor/s where CIDB related works are subcontracted, each subcontractor must also be registered with the appropriate CIDB grading in accordance with the value of work to be undertaken by that subcontractor, or are capable of being so prior to the evaluation of submission, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the CIDB grading of this bid, in accordance with CIDB prescripts. Where the CIDB requirement for sub-contracted work is not met, this test for responsiveness has not been met.
- Proof of B-BBEE status for subcontractor/s.

The acceptance of this tender shall not be construed as being approval of all or any of the listed subcontractors. Should any or all of the subcontractors be not approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding in the event of a subcontractor not listed below being approved by the Employer.

Name and Address of Proposed Subcontractor	Nature and Extent of Work to be Subcontracted	Amount to be Subcontracted	Previous Experience with Subcontractor

Signature of Tenderer: _____

Date: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.9 SITE INSPECTION CERTIFICATE

As required by Clause 2.7 of the Tender Data, I/we certify that I/we have visited the site of the Works and attended the compulsory site visit and clarification meeting on the date certified below.

I/we further certify that I am / we are satisfied with the description of the Work and the explanations given by the Engineer at the site visit and clarification meeting.

Signature of Tenderer

Date

Site Visit

This will certify that _____

representing _____

attended a Site Inspection for this Contract on _____20_____

_____(signed)
For the Engineer

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.10 PROSPECTIVE TENDERER'S REGISTRATION FORM / CHANGE OF REGISTRATION FORM

The Main Tenderers, Subcontractors or Joining Entities listed in Table 1 of Schedule No. 7 must attach hereto proof of registration with the Central Supplier Database (CSD) such as a CSD Registration Summary Report.

The Main Tenderers, Subcontractors or Joining Entities listed in Table 1 of Schedule No. 7 must also complete this form despite the fact that they are required to register as a Registered Tenderer separately.

All Tenderers (Main Contractor, Subcontractors or Joining Entities) intending to tender, or a Registered Tenderer whose registration information has changed in the meantime, must complete this form and submit it to the Employer not later than 7 days before the closing of the relevant tender.

*** Complete in full (indicate N/A where not available or applicable) and indicate if the information is submitted for the first time (F), it is unchanged (U) or has changed (C) since the previous submission.**

- ✓ Name of Business (or person, in case of goods/services provided by a person):
..... ()*
- ✓ Official physical address of business, e-mail, telephone and fax numbers:
 - Address: ()*
 - E-mail: ()*
 - Telephone: ()*
 - Fax: ()*
- ✓ Electricity account no. if a local business: ()*
- ✓ Type of business (Company, cc, etc): ()*
- ✓ Main business activity (Stationary Dealer, Building Contractor, etc):
..... ()*
- ✓ Estimated annual turnover (to remain confidential): R..... ()*
- ✓ Full name of controlling shareholder if not a one-man business (to remain confidential):
..... ()*

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



Equity held by HDI's in the afore-mentioned business:

Full Name	ID No	Race	Sex	Age	Disability Status	Personal Tax No	Equity Ownership %

I, the owner/manager of the above-mentioned business declare that the above-mentioned information is complete and correct and that I am fully aware of the penalty that will apply if the tenders are allocated to the above-mentioned business on its own or as a joining entity, based on wrong information submitted above.

Signature of Tenderer: _____

Date: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.11 PREFERENTIAL PROCUREMENT

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

Table 1:

10 Points for the specific goals will be allocated based on a geographical area of a bidder, as follows:

Geographical Area of the Bidder	Number of points on 80/20 points system	Documentation required from the bidder to validate their claim for points
Within the boundaries of the Nala Municipality	10	Official Municipal Rates Statement; or Lease Agreement
Within the boundaries of Lejweleputswa District	6	
Within the boundaries of the Free State	4	
Outside of the boundaries of the Free State	2	

Table 2:

4 Points for the specific goals will be allocated based on the race of a bidder, as follows:

Black-Owned Enterprise	Number of points on 80/20 points system	Documentation required from the bidder to validate their claim for points
51-100% Black-owned enterprise	4	CSD, Sanas Accredited BBBEE Certificate or Sworn Affidavit, CIPC and ID Copy
31-50% Black-owned enterprise	2	
11-29% Black-owned enterprise	0	
1-10% Black-owned enterprise	0	

Table 3:

2 Points for the specific goals will be allocated based on the age of a bidder, as follows:

Youth-Owned Enterprise	Number of points on 80/20 points system	Documentation required from the bidder to validate their claim for points
51-100% Youth-owned enterprise	2	CSD, Sanas Accredited BBBEE Certificate or Sworn Affidavit, CIPC and ID Copy
31-50% Youth-owned enterprise	1	
11-29% Youth-owned enterprise	0	
1-10% Youth-owned enterprise	0	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Table 4:

2 Points for the specific goals will be allocated based on the gender of a bidder, as follows:

Women-Owned Enterprise	Number of points on 80/20 points system	Documentation required from the bidder to validate their claim for points
51-100% Women-owned enterprise	2	CSD, Sanas Accredited BBBEE Certificate or Sworn Affidavit, CIPC and ID Copy
31-50% Women-owned enterprise	1	
11-29% Women-owned enterprise	0	
1-10% Women-owned enterprise	0	

Table 5:

2 Points for the specific goals will be allocated based on the disability of a bidder, as follows:

Disability-Owned Enterprise	Number of points on 80/20 points system	Documentation required from the bidder to validate their claim for points
51-100% Disability-owned enterprise	2	CSD, Sanas Accredited BBBEE Certificate or Sworn Affidavit, CIPC, ID Copy and Medical Certificate
31-50% Disability-owned enterprise	1	
11-29% Disability-owned enterprise	0	
1-10% Disability-owned enterprise	0	

Specific goals for the tender and points claimed are indicated in the table below:

Note to tenderers: The tenderer must indicate how they claim points for preference point system by referring to table 1 - 5 above.

The specific goals allocated points in terms of this tender	Number of points allocated on 80/20 points system	Number of points claimed on 80/20 points system (To be completed by the tenderer)
Locality	10	
Black-Ownership	4	
Youth-Ownership	2	
Women-Ownership	2	
Disability-Ownership	2	
Total	20	

Thus, Preference points claimed according to the table above =

Signature of Tenderer: _____

Date: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.12 COMPANY PROFILE

The Tenderer shall attach hereto a copy of their company profile or copies of the company profiles of each of the entities that form part of the joint venture.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.13 METHODOLOGY / APPROACH PAPER

The Tenderer shall attach hereto their detailed methodology / approach paper for completing the works.

The methodology should be site specific and focus on execution of the works that are to be undertaken in this project.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



NALA LOCAL MUNICIPALITY

CONTRACT NO.

NLM/TS/006/2025-26

CONSTRUCTION OF BOTHARNIA 9 PUMP STATION IN KGOTSONG

SECTION T2.3

CHECKLIST

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



CHECKLIST

The following information **MUST** be completed in full and/or attached to the tender document:

DESCRIPTION	SECTION	PLEASE 80/20TICK:		OUTCOME IF NOT COMPLIED WITH
		COMPLETED/ ATTACHED	NOT COMPLETED/ ATTACHED	
Original Valid Tax Clearance Certificate / PIN	Section T2.1, Form 2.1.6	☐	☐	No contract shall be awarded upon failure to submit an original Tax Clearance Certificate / PIN certifying that the taxes of that person are in order or that suitable arrangements have been made with SARS
Certified copy of VAT registration Certificate (if VAT Registration number is not indicated on the Tax Clearance Certificate)	Section T2.1, Form 2.1.6	☐	☐	No contract shall be awarded upon failure to submit a VAT registration Number
Certified copy of Certificate of Incorporation (if the tenderer is a Company)	Section T2.1, Form 2.1.3	☐	☐	Non-responsive, tender eliminated
Certified copy of Founding Statement (if the tenderer is a Closed Corporation)	Section T2.1, Form 2.1.3	☐	☐	Non-responsive, tender eliminated
Certified copy of the Partnership Agreement (if the tenderer is a Partnership)	Section T2.1, Form 2.1.3	☐	☐	Non-responsive, tender eliminated
Certified copy of Identity Document (if the tenderer is a One- man concern)	Section T2.1, Form 2.1.3	☐	☐	Non-responsive, tender eliminated
Joint Venture Agreement (if the tenderer is a joint venture)	Section T2.1, Form 2.1.4	☐	☐	Non-responsive, tender eliminated
Authority of Signatory & Certified Resolution	Section T2.1, Form 2.1.5	☐	☐	Non-responsive, tender eliminated
Property Rates Clearance: Copy of latest Municipal account / lease agreement	Section T2.1, Form 2.1.8	☐	☐	No contract shall be awarded upon failure to provide the required information
Form of Intent to Provide a Performance Guarantee	Section T2.1, Form 2.1.12	☐	☐	No contract shall be awarded upon failure to provide the required information
Certified copy of CIDB Registration Certificate	Section T2.1, Form 2.1.13	☐	☐	Non-responsive, tender eliminated
Alterations by Tenderer	Section T2.2.1	☐	☐	Tenderer accepts all items as documented

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



DESCRIPTION	SECTION	PLEASE TICK:		OUTCOME IF NOT COMPLIED WITH
		COMPLETED/ ATTACHED	NOT COMPLETED/ ATTACHED	
Works Previously Executed	Section T2.2.2	☐	☐	Regarded as tender with no experience
Present Commitments	Section T2.2.3	☐	☐	Regarded as tender with no experience
Supervisory Personnel	Section T2.2.4	☐	☐	No designated personnel, possibly experience risk
Labour Utilisation	Section T2.2.5	☐	☐	Regarded as a tenderer with limited experience and understanding of contract scope
Compliance with OHSA (Act 85 of 1993)	Section T2.2.6	☐	☐	Regarded as a tenderer with limited ability and available resources to comply with the OHSA act
Plant and Equipment	Section T2.2.7	☐	☐	Regarded as a tenderer with limited experience and understanding of contract scope
Sub-contractors	Section T2.2.8	☐	☐	All work is to be carried out by the main Contractor or joint entity
Site Inspection Certificate	Section T2.2.9	☐	☐	Non-responsive, tender eliminated
Business Registration Form / Change of Registration Form	Section T2.2.10	☐	☐	No contract shall be awarded upon failure to complete the registration form
Preferential Procurement (To be completed in full with values for EP & NEP)	Section T2.2.11	☐	☐	Tenderer not tendering for equity ownership points
Declaration of Interest	Section T2.2.12	☐	☐	Non-responsive, tender eliminated
Form of Offer	Section C1.1	☐	☐	Non-responsive, tender eliminated
Schedule of Quantities (ALL items in black ink)	Section C2.2	☐	☐	Refer to pricing Instructions
Summary of Schedules	Section C2.3	☐	☐	Refer to pricing Instructions
Bank Details (completed in full)	Section C2.4	☐	☐	Information or bank history not available. (Evaluated as possible risk)
Financial Statements	Section C2.4	☐	☐	Information or bank history not available. (Evaluated as possible risk)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Reasons for non-compliance:

Contact Details

Office Phone No.

Office Fax No.

Cell phone No.

Name in CAPITAL (BLOCK) LETTERS

Signature

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



NALA LOCAL MUNICIPALITY

CONTRACT NO.

NLM/TS/006/2025-26

CONSTRUCTION OF BOTHARNIA 9 PUMP STATION IN KGOTSONG

PART C1

AGREEMENTS AND CONTRACT DATA

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



NALA LOCAL MUNICIPALITY

CONTRACT NO.

NLM/TS/006/2025-26

CONSTRUCTION OF BOTHARNIA 9 PUMP STATION IN KGOTSONG

AGREEMENTS AND CONTRACT DATA

INDEX

SECTION	DESCRIPTION	PAGE NO
SECTION C1.1	FORMS OF OFFER AND ACCEPTANCE.....	C1.1-1
SECTION C1.2	CONTRACT DATA.....	C1.2-1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



NALA LOCAL MUNICIPALITY

CONTRACT NO.

NLM/TS/006/2025-26

CONSTRUCTION OF BOTHARNIA 9 PUMP STATION IN KGOTSONG

SECTION C1.1

FORM OF OFFER AND ACCEPTANCE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM OF OFFER AND ACCEPTANCE

OFFER

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

CONTRACT NO. NLM/TS/006/2025-26: CONSTRUCTION OF BOTHARNIA 9 PUMP STATION IN KGOTSONG

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

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

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

.....

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

Signatures
Name(s)
Capacity
for the Tenderer
 (Name and address of organisation)

Name & signature of witness:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ACCEPTANCE

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

The terms of the contract, are contained in

Part T1	Tendering Procedures
Part T2	Returnable Documents
Part C1	Agreements and Contract Data, (which includes this Agreement)
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Drawings

and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

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

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

Signatures
Name(s)
Capacity
for the Tenderer
(Name and address of organisation)

Name & signature of witness **Date:**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SCHEDULE OF DEVIATIONS

Notes:

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

4.1 Subject
Details.....

4.2 Subject.....
Details.....

4.3 Subject.....
Details.....

4.4 Subject.....
Details.....

4.5 Subject.....
Details.....

4.6 Subject.....
Details.....

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



FOR THE TENDERER:

Signatures

Name(s)

Capacity

for the Tenderer.....

(Name and address of organisation)

Name & signature of witness..... Date:

FOR THE EMPLOYER:

Signatures

Name(s)

Capacity

for the Employer

(Name and address of organisation)

Name & signature of witness..... Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



NALA LOCAL MUNICIPALITY

CONTRACT NO.

NLM/TS/006/2025-26

CONSTRUCTION OF BOTHARNIA 9 PUMP STATION IN
KGOTSONG

SECTION C1.2

CONTRACT DATA

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2



NALA LOCAL MUNICIPALITY

CONTRACT NO.

NLM/TS/006/2025-26

CONSTRUCTION OF BOTHARNIA 9 PUMP STATION IN KGOTSONG

CONTRACT DATA

GENERAL CONDITIONS OF THE CONTRACT

The General Conditions of Contract for Construction Works, 3rd Edition (GCC 2015), published by the South African Institute of Civil Engineers, apply to this Contract.

The General Conditions of Contract are not included in this document. It can be obtained at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za. Each party to the Contract shall purchase its own copy of the correct print edition of the GCC 2015 that applies to this Contract.

CONTRACT DATA

In terms of Clause 1.1.1.8 of the General Conditions of Contract for Construction Works, 3rd Edition (2015), the following Contract Data apply to this Contract. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works to which it mainly applies.

The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Contractor.

Part 1: Data Provided by the Employer

The following contract-specific data apply to this contract.

REFERENCE

CONTRACT SPECIFIC DATA BY THE EMPLOYER

Clause	Contract Data
1.1.1.5	Replace the contents of Clause 1.1.1.5 with the following: The "Commencement Date" means the date as set per the Form of Offer and Acceptance.
1.1.1.12	"The special non-working days are all South African statutory holidays and as further defined in Clause 5.8.1."
1.1.1.13	Add the following to the end of this definition: The Defects Liability Period is 12 months.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data
1.1.1.14	"This Clause shall apply <i>mutatis mutandis</i> to any portion or phase of the Works that may be described in the Scope of Works or the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing. The time for completion of the Works is indicated in Clause 5.5.1. The Due Completion Date shall be 6 Months"
1.1.1.15	The name of the Employer is Nala Local Municipality
1.1.1.16	The Employer's Agent means any Director, Associate, Professional Engineer or Professional Technologist appointed generally or specifically by the management of the firm BVi Consulting Engineers Central to fulfil the functions of the Employer's Agent in terms of the Conditions of Contract.
1.1.1.17	The Employer's Agent Representative may also be referred to as the Engineer's Representative in the Contract.
1.1.1.26	The Pricing Strategy is a Re-measurement Contract
1.2.1	Add the following to the clause: 1.2.1.3 Sent by facsimile, electronic, or any like communication irrespective of it being during office hours or otherwise. 1.2.1.4 Posted to the Contractor's address and delivered by the postal authorities. 1.2.1.5 Delivered by a courier service and signed for by the recipient or his representative.
1.2.1.2	The Employer's address for receipt of communication is: Telephone: 056 514 9200 Address: Nala Local Municipality Office 8 Preller Street Bothaville 9660 The Employer's Agent's contact details are as follows: Telephone: 051 447 2137 e-mail: bfm@bvi.co.za Address: 17 President Steyn Ave, Westdene Bloemfontein 9301
1.3.6	Add the following: The copyright in all documents, drawings and records (prepared by the Engineer) related in any manner to the Works shall vest in the Employer or the Engineer or both (according to the dictates of the Contract that have been entered into by the Engineer and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organization without the prior approval of the Employer to this effect.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data
2.5.1	Cession payments will be processed according to the following procedure: 1. A cession of contract will be initiated by the cedent who will submit a written request to the accounting officer/authority of the contracting institution for approval to cede all of his/her/their/its payments to the cessionary. 2. Cession of the contract will only come into effect upon approval by the accounting officer/authority, which may not unreasonably be withheld. 3. Before approval of a request for cession of a contract, the accounting officer/authority must undertake the following: 3.1 Review the reasons for the request for cession; 3.2 Ensure that the request for cession is not as a result of attempts at fronting, engaging in combative or anti-competitive practices, disguising fraudulent activities (e.g., Non-payment of VAT), etc. 3.3 Where possible, ensure that the cessionary is of equal or higher BBBEE status level to the cedent. If not, clear motivation must be provided for approval by the accounting officer/ authority. 3.4 Ensure that the cessionary submits the following documentation at the time of application: 3.4.1 Certified copy of business registration of the cedent with CIPC 3.4.2 Certified copy of the identification document of the owner/manager of the Business entity; i.e., cessionary. 3.4.3 Tax Compliance Status PIN of the Cessionary. 3.4.4 Any other document related to the contract that the cedent was required to submit. 3.4.5 Completion of Standard Bid Documents (SBD). 4. Conduct a detailed risk analysis to ensure that the cessionary has the capability and ability, including resources to supply the goods or render the services in accordance with the terms and conditions of the original contract. The accounting officer/authority must also verify the validity of the documents referred to in paragraph 3.4 above. 5. Once the request for the cession has been approved, the cedent and cessionary must be informed in writing and requested to enter into a transfer agreement within a timeframe predetermined by the accounting officer/authority and must comply with all formalities set by law. Failure to conclude the transfer agreement within the predetermined time will result in the lapse of the approval of the cession. The transfer agreement must be vetted by the Legal Department of the contracting institution.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data
3.2.3	The Employer's Agent is required in terms of his appointment with the Employer to obtain the following specific approvals from the Employer: 1. Nominating the Engineer's Representative 2. Delegation of Engineer's authority 3. Providing consent for subcontracting part of the contract 4. The issuing of instructions for dealing with fossils 5. The issuing of an instruction to accelerate progress 6. Granting permission to work during non-working times 7. The issuing of further drawings or instructions that have financial and/or time-related implications 8. Suspend the progress of the works 9. The approval of any extension of time for completion 10. The reduction of a penalty for delay 11. The issuing of a variation order 12. Issuing of instructions to carry out work on a day-to-day basis 13. The determination of additional or reduced costs arising from changes in legislation 14. The agreement of the adjustment of the sums for the general item 15. Authorizing the Contractor to repair and make good excepted risks 16. The giving of a ruling on a contractor's claim 17. The agreeing of an extension to the 28-day period 18. The inclusion of credits in the next payment certificate

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data
4.1.2	ADD THE FOLLOWING TO THIS CLAUSE: "The Contractor shall provide the following to the Employer's Agent for retention by the Employer or his/her assignee in respect of all works designed by the Contractor: 4.1.2.1 A Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice. 4.1.2.2 Proof of registration and adequate and current professional indemnity insurance cover held by the designer(s). 4.1.2.3 Design calculations should the Employer's Agent request a copy thereof. 4.1.2.4 Engineering drawings and workshop details (both signed by the relevant professional engineer); in order to allow the Employer's Agent to compare the design with the specified requirements and to record any comments he may have with respect thereto. 4.1.2.5 'As-Built' drawings in DXF electronic format after completion of the Works. The Contractor shall be responsible for the design of the Temporary Works."
4.3.1	Compliance with applicable laws. ADD THE FOLLOWING TO THIS CLAUSE: "4.3.1.1 The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1977 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as appended to these Contract Data, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers. 4.3.1.2 OHS requirements The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993). Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan. The Contractor shall submit an approved Health and Safety Plan to the Employer's Agent within 14 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect." 4.3.1.3 Contractor's liability as mandatory Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory. By entering into this Contract, it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data
	4.3.1.4 Contractor to notify Employer The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations. 4.3.1.5 Contractor's Designer The Contractor and his/her designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract."
4.4.1	4.4.1.1 A minimum of 30% of the value of the contract must be subcontracted to: (a) an EME or QSE which is at least 51% owned by black people 4.4.1.2 A list of suppliers registered on the database approved by the National Treasury to provide the required goods or services in respect of the applicable designated groups mentioned in Clause 4.4.1.1 above must be obtained from Nala Local Municipality from which suppliers and service providers may be selected. 4.4.1.3 If the Contractor fails to comply with Clause 4.4.1.1 and 4.4.1.2 above, the Contractor shall be liable to the employer a penalty as to be determined by the below equation. $P_{sub} = (V_{sub} - V_{act}) \times 2.5\%$ <i>P_{sub}</i>: Penalty for under subcontracting <i>V_{sub}</i>: Value of work to be subcontracted according to clause 4.4.1.1 <i>V_{act}</i>: Value of work subcontracted at completion 4.4.1.4 The Contractual relationship between the Contractor and the Subcontractor selected by the Contractor and in consultation with the Employer in accordance with the requirements of and procedure set out above, shall be the same as if the Contractor had appointed the subcontractor in terms of Clause 4.4.3.
4.4.4	ADD THE FOLLOWING TO THIS CLAUSE: "The Employer's Agent consent in respect of any particular subcontractor may be withdrawn at any time should reasonable grounds be given therefore in writing to the Contractor by the Employer's Agent, in which event the Contractor shall forthwith terminate the engagement of that subcontractor on the Works. The withdrawal by the Employer's Agent of his consent in respect of any particular sub-contractor that is engaged in the execution of any portion of the works, including any portions of the Works which are sub-let by the Contractor in accordance with Clause 4.4.4 shall not relieve the Contractor of any of his obligations under the Contract, nor of any of his obligations to sub-let the particular portions of the Works concerned."

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



Clause	Contract Data
4.9.1	The Contractor shall deliver to the Employers Agent's, on a monthly basis, a detailed inventory of Construction Equipment kept on Site, full particulars given for each day of the month. Distinction shall be made between Owned Equipment and Hired Equipment as well as Equipment in working order and Equipment out of order. Such inventory shall be submitted by the seventh day of the month following the month to be reported.
4.12	ADD THE FOLLOWING TO THIS CLAUSE 4.12.2 TO 4.12: "Where a form is included in the Contract Data for this purpose, the Tenderer shall fill in the name of the person he proposes to entrust with the post of Construction Manager on this Contract in the space provided therefore. Previous experience of this person on work of a similar nature during the past five (5) years is to be entered on the form." The Contractor's Construction Manager shall be on Site at all times when work is being performed.
5.3	The Works Execution is to be commenced within 21 days of the Commencement Date.
5.3.1	"The Contractor shall commence executing the works within a period of 22 working days from the Works Execution Date, unless otherwise agreed. The documentation required to be approved before commencement with Works Execution are: • Health and Safety Plan/Permit (Refer to Clause 4.3) • A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No 85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3). • Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (Refer to Clause 4.3). • Initial programme (Refer to Clause 5.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6) • A detailed cashflow forecast (Refer to Clause 5.6.2.6)"
5.3.2	Add the following: The time to submit the documentation required (Refer to Clause 5.3.1) is 14 days from the Commencement Date, after which the Employer's Agent has 7 days to review said documentation before the commencement of the Works Execution.
5.4.2	The access and possession of the Site shall not be exclusive to the Contractor but as set out in the contract.
5.5.1	"The time for Completion shall be 6 months from Works Execution Date, including special non-working days and year-end break/s."
5.6.1	The Works detail programme is to be delivered within the tender document. Add the following to the clause: "In this regard, the Contractor shall have regard for the phases and sub-phases (if applicable) for the Development, which shall also be the order in which the Permanent Works shall be constructed unless otherwise agreed between the parties and committed to in writing. Where phased construction is applicable, the phases and sub-phases will be described in the Specifications and/or will be indicated on the Phasing Plan which forms part of the Drawings."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data
5.7.1	"No such instruction by the Employer's Agent to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined."
5.8.1	The non-working Days are Sundays The special non-working Days are: Statutory public holidays; and All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors (SAFCEC), and which commence after the Commencement Date and which commence before the Due Completion Date.
5.12.5	Add the following new clause: Extension of time due to Abnormal Rainfall Extension of time for completion of the Contract shall be allowed in the event of abnormal rainfall in accordance with the following formula: $V = (N_w - N_n) + (R_w - R_n)/20$ Where: V = Extension of time in calendar days for the calendar month under consideration N_w = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded R_w = Actual total rainfall in mm recorded during the calendar month under consideration N_n = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter R_n = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter Where the extension of time due to abnormal rainfall has to be calculated for a portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N_n, then V shall be taken as being equal to minus N_n. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data																																										
	Rainfall records for the period of construction shall be taken on-site. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect, and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Engineer or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Engineer's Representative. Access to the measuring gauge(s) shall at all times be under the Engineer's control. The rainfall records applicable to this Contract are tabulated below as recorded at the Bothaville Weather Station. The following values of N_n and R_n shall apply: <table><tr><th>Month</th><th>N_n (Days)</th><th>R_n (mm)</th></tr><tr><td>January</td><td>12</td><td>114</td></tr><tr><td>February</td><td>11</td><td>89</td></tr><tr><td>March</td><td>8</td><td>67</td></tr><tr><td>April</td><td>7</td><td>63</td></tr><tr><td>May</td><td>2</td><td>17</td></tr><tr><td>June</td><td>1</td><td>12</td></tr><tr><td>July</td><td>1</td><td>6</td></tr><tr><td>August</td><td>1</td><td>5</td></tr><tr><td>September</td><td>2</td><td>11</td></tr><tr><td>October</td><td>7</td><td>41</td></tr><tr><td>November</td><td>10</td><td>85</td></tr><tr><td>December</td><td>13</td><td>117</td></tr><tr><td>Total</td><td>75</td><td>627</td></tr></table>	Month	N _n (Days)	R _n (mm)	January	12	114	February	11	89	March	8	67	April	7	63	May	2	17	June	1	12	July	1	6	August	1	5	September	2	11	October	7	41	November	10	85	December	13	117	Total	75	627
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November	10	85																																									
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Total	75	627																																									
5.13.1	The penalty for delay is R 3 000 per calendar day or part thereof plus all the Employer's Agent and OHS Agent's costs including VAT as invoiced to the Employer for maintaining a presence on the site, from the day after the Due Completion Date up to and including the certified date of Practical Completion.																																										
5.13.3	Add the following new Clause. The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the works, nor from any of his obligations and liabilities under the Contract.																																										
5.16.3	The latent defect Period is 10 years after the issue of the Final Approval Certificate in terms of Clause 15.6.1																																										
6.1.1	ADD THE FOLLOWING TO THIS CLAUSE: "Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict."																																										
6.2 and 8.6	The Performance Guarantee and Insurance are to be delivered within 14 days after the request to do so and the Form of Acceptance will not be signed before receipt of the Guarantee that is acceptable to the Employer. Failure to submit the guarantee within 14 days will lead to the cancellation of the appointment.																																										

Contractor

Witness 1

Witness 2

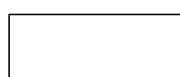
Employer

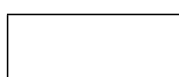
Witness 1

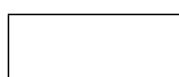
Witness 2

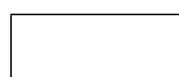


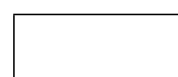
Clause	Contract Data
6.2.1	Add the following to this Clause: The amount of the Surety will be 10% of the Contract Price (including Value Added Tax) at the time that the Agreement comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works. The Pro Forma Form of Guarantee bound into the General Conditions of Contract is replaced by Performance Guarantee appended to the Contract Data. This approval or otherwise shall be based upon legal opinion to be provided by the Engineer. The Guarantee shall be returned to the Contractor within 14 days after the issue of the Certificates or Certificates of Completion in respect of the whole of the Permanent Works as per Purchase Order. Further to this, a Retention guarantee of 10% of the value of the works will also be deducted with payment certificates.
6.5.1.2.3	The percentage allowance to cover overhead charges is: 50 per cent for labour; and 10 per cent for materials.
6.8.2	The application of a Contract Price Adjustment factor will apply to this Contract. ADD THE FOLLOWING TO THIS CLAUSE: "The following coefficients/ indices/references are applicable, as per SAFCEC published recommendations: 1) The proportion not subject to adjustment: $x = 0.10$. 2) "L" is the "Labour Index" and shall be the "Consumer Price Index" for the province nearest to the Site as stated in the Contract Data and as published in the Statistical News Release P0141, Table A of Statistics South Africa. The associated coefficient shall be 0.25. 3) "P" is the "Contractor's Equipment Index" and shall be the "Producer Price Index" for "Civil Engineering Plant" as published in the Statistical News Release P0151, Table 4 of Statistics South Africa. The associated coefficient shall be 0.15. 4) "M" is the "Materials Index" and shall be the "Consumer Price Index" for "Building and Construction / Civil Engineering", as published in the Statistical News Release P0151, Table 6 of Statistics South Africa. The associated coefficient shall be 0.55. 5) "F" is the "Fuel Index" and shall be the "Producer Price Index" for "Coal and petroleum. Products - Diesel, as published in the Statistical News Release P0142.1, Table 1 of Statistics South Africa. The associated coefficient shall be 0.05. 6) The province nearest to the site is "Free State". 7) The base months will be the month prior to the month in which Contractor's was appointed."
6.8.3	Price Adjustments for variations in the cost of special materials are not allowed.
6.8.4	In line 6 delete the words "between the Employer and the Contractor".

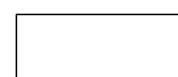

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2



Clause	Contract Data
6.10.1.5	The percentage limit on materials not yet built into the Permanent Works is 80% . Proof of ownership is required.
6.10.3	"The percentage retention is 10% . The limit of retention money is 5% of the Contract Price at the time of the Agreement made in terms of the Form of Offer and Acceptance coming into effect."
6.10.4	The first payment certificate will only be processed after the completion of section A: P&G: Item 1 & 2 in the Bill of Quantities, to the satisfaction of the Employer and/or the Employer's Agent.
6.11.1.3	Delete "15%" and replace it with " 25% ".
7.8.1	The Defects Liability Period is twelve (12) calendar months after the final completion date.
8.1.2	The Contractor shall comply with The Environmental Management Programme (EMPr) and all conditions of applicable authorisations, licences and permits. All OHS and Environmental non-conformances / non-compliances based on the monthly audit reports shall be corrected within the period stated in the respective audit report and if not corrected the Contractor shall be liable for penalties as described below: - Non-conformances / non-compliances identified for the first time shall be corrected within the period stated in the respective audit report, and evidence provided to the relevant persons that corrective actions were implemented. - Should the same non-conformances / non-compliances be identified in a following audit (not necessarily consecutive), the Project Manager shall issue a notice of non-conformance / non-compliance to the Contractor, stating the nature and magnitude of the contravention with a copy be provided to the ECO / OHS Agent and it shall be corrected within 48 hours and evidence provided to the relevant persons that corrective actions were implemented. - Should the same non-conformances / non-compliances be identified in a subsequent audit (not necessarily consecutive) to the one mentioned above, it shall be considered a recurring non-conformance / non-compliance, and shall be corrected within 24 hours, as well as be penalised at R 2000.00 per finding, per day that it remains uncorrected and evidence shall be provided to the relevant persons that corrective actions were implemented as well as when they were implemented. - In the case of non-compliance giving rise to physical damage or destruction of the environment, the ER shall be entitled to undertake such remedial works as may be required to make good such damage and to recover from the Contractor the full costs incurred in doing so. - The ER shall at all times have the right to stop work and/or certain activities on site in the case of non-conformances / non-compliances or failure to implement remediation measures. - The Contractor will incur an immediate penalty of R 50,000.00 for the removal of or damage of any endangered plants or trees if such removal occurs without written approval of the Employer's Agent. Note that if audited by DEA / DWS or other regulatory body, any first offence / non-conformances / non-compliances could attract prosecution immediately. Note that these are fines imposed by the Client, and that DEA / DWS or any other regulatory body may impose other fines as well as prosecutions.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data
8.6.1.1.2 8.6.1.1.3	The amount to be included in the sum insured to cover the value of: a) Materials supplied by the employer for incorporation into the works: nil . b) Professional fees: nil .
8.6.1.2	South African Special Risks Insurance Association (SASRIA) cover must be arranged on motor vehicles, plant, site accommodation, tools and equipment.
8.6.1.3	"The limit of indemnity for liability insurance is R20 000 000 per event, the number of events being unlimited."
8.6.1.5	ADD THE FOLLOWING TO THIS CLAUSE: "In addition to the insurance required in terms of General Conditions of Contract Clause 8.6.1.1 to 8.6.1.3 the following insurance is also required: Insurance cover against any damages or loss against production due to political unrest. The Employer shall not be held responsible for such damages or losses."
8.6.6	"Proof of insurance shall be submitted to the Employer before Commencement of the Works (Clause 5.3.1), and copies of the policies and proof of due payment of all premiums shall be presented to the Employer."
8.6.1.5	"In addition to the insurance required in terms of General Conditions of Contract Clause 8.6.1.1 to 8.6.1.3 the following insurance is also required: Insurance cover against any damages or loss against production due to political unrest. The Employer shall not be held responsible for such damages or losses."
9.2.1.3.7	DELETE THE FIRST TWO LINES OF THE CLAUSE AND INSERT THE FOLLOWING: "The Contractor furnished inaccurate information in the Returnable Documents or Returnable Schedules forming part of the Contract,"
10.5.1	Dispute resolution shall be by standing adjudication, using GCC 2015, Appendix 5.
10.5.3	The number of Adjudication Board Members to be appointed is 1 (one).
10.7	Disputes are to be referred for final settlement to arbitration .

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Part 2: Data provided by the Contractor

Clause	Contract Data						
1.1.1.9	The name of the Contractor is: 						
1.2.1.2	The address of the Contractor is: Telephone:..... Facsimile:..... E-mail:..... Address:..... 						
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</th><th>Contractor's choice. Indicate "Yes" or "No"</th></tr> </thead> <tbody> <tr> <td><i>A cash deposit of 10% of the Contract Sum (incl. VAT).</i></td><td></td></tr> <tr> <td><i>Performance guarantee of 10 % of the Contract Sum (incl. VAT).</i></td><td></td></tr> </tbody> </table>	Type of Security	Contractor's choice. Indicate "Yes" or "No"	<i>A cash deposit of 10% of the Contract Sum (incl. VAT).</i>		<i>Performance guarantee of 10 % of the Contract Sum (incl. VAT).</i>	
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<i>Performance guarantee of 10 % of the Contract Sum (incl. VAT).</i>							

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2