



**VCW404/DRSBH/25**

**VAAL CENTRAL WATER**

**THEMBELIHLE LM DROUGHT RELIEF –  
REFURBISHMENT OF STRYDENBURG BOREHOLES**

**MARCH 2026**

**PROPOSAL SUBMITTED BY:**

Registered Name of Company.....  
Address.....  
Telephone Number.....  
Fax Number.....  
E-mail.....

**Issued by:**

Vaal Central Water  
PO Box 30121  
Pellissier  
9322



**Contact**

<p><b>Tender Administrative Queries can be directed to:</b></p> <p>Supply Chain Management Tel: 051 4030 800 Fax: 051 – 422 5333 Email: <a href="mailto:bids@vcwater.co.za">bids@vcwater.co.za</a></p>	<p><b>Tender Technical Queries can be directed to:</b></p> <p>Mr. Grant Isaacs Vaal Central Water Project Manager Tel: 051 403 0800 Email: <a href="mailto:granti@vcwater.co.za">granti@vcwater.co.za</a></p>
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**ISSUE DATE: 06 March 2026**

**COMPULSORY CLARIFICATION MEETING DATE: Thursday, 12 March 2026 at 11h00  
Venue: Church Street, HOPETOWN**

**CLOSING DATE: Thursday, 02 April 2026**

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Contractor

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**TENDER SUMMARY PAGE**

<b>TENDERER</b>				
	(Name of Tenderer)			
<b>CIDB GRADING</b>	<b>3ME/EP OR HIGHER</b>			
<b>TOTAL PRICE (Incl. VAT)</b>  Note: The Total Price stated in this page shall correspond with the Form of Offer and Acceptance amount	(in words)			
	(in words)			
	(in figures)			
<b>COMPLETION PERIOD</b>				
	(weeks)			
<b>PREFERENCES CLAIMED FOR:</b>				
LOCAL ENTERPRISE:	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Compulsory returnable documents:**

The following documents must accompany your Quotation:

Valid Tax Clearance Certificate/ Tax Compliance Status	<input type="checkbox"/>
Valid BBBEE Certificate / Affidavit	<input type="checkbox"/>
CSD Registration	<input type="checkbox"/>
SBD Form 1	<input type="checkbox"/>
SBD Form 4	<input type="checkbox"/>
SBD Form 6.1	<input type="checkbox"/>
Form of Offer (to be signed by Contractor)	<input type="checkbox"/>
Form of Acceptance (to be signed by Vaal Central Water)	<input type="checkbox"/>
Audited Financials	<input type="checkbox"/>

*Only respondents who submit fully completed Quotations incorporating all Returnable schedules duly completed and signed will be eligible to have their submissions evaluated.*

Contractor

Witness 1

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Employer

Witness 1

Witness 2

**CONTRACT NO: VCW404/DRSBH/25: THEMBELIHLE LM DROUGHT RELIEF –  
REFURBISHMENT OF STRYDENBURG BOREHOLES**

**TENDERING PROCEDURES**

**SECTION T1: TENDER DATA**

Contractor

Witness 1

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Employer

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The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the Construction Industry Development Board’s Board Notice 423 of 2019 (contained in Government Gazette No. 42622 of 08 August 2019).

The Standard Conditions of Tender make several references to the Tender Data. The Tender Data also contains project-specific amendments to the Standard Conditions of Tender applicable to this document. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

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

Contractor

Witness 1

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Employer

Witness 1

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Clause	Addition or Variation to Standard Conditions of Tender
C.1.3.2	<p>Replace this sub-clause with the following:</p> <p>These Conditions of Bid, the Bid Data, List of Returnable Documents and Returnable Schedules which are required for bid evaluation purposes, shall form part of the Contract arising from the invitation to bid.</p>
<b>C.1.4</b>	<p><b>Communication:</b></p> <p>The Employer:  <b>VAAL CENTRAL WATER</b>            K Pule            PO Box 30121            Pellissier            9322            Tel: 051 403 0800</p>
<b>C.1.5</b>	<p><b>Cancellation and Re-Invitation of Tenders</b></p> <p><b>C.1.5.1</b> Add the following to the contents of the clause:</p> <p>e) The Employer may accept or reject any bid or portion thereof, variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but</p>
<b>C.1.6</b>	<p><b>Procurement procedures</b></p> <p><b>C.1.6.1</b> <b>General</b></p> <p>Replace the contents of the clause with the following:</p> <p>The Employer reserves the right, within unambiguous and justifiable reasoning, to not necessarily conclude a contract with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders. The Employer reserves the right to accept, where applicable, a part or portion of any bid or where possible accepts bids or proposals from multiple bidders.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<p><b>C.2</b></p> <p><b>C.2.1</b></p> <p>New item C.2.1.3</p>	<p><b>Tenderer’s obligations</b></p> <p><b>Eligibility</b></p> <p>Add the following New sub-clause:</p> <p>Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p> <p>The bidder’s primary business is to provide supplies or services as per the bid invitation Accept that all returnable documents and schedules which are required to be certified are done so by a registered Commissioner of Oaths of the Republic of South Africa.</p> <p>a) The Employer will only enter into a formal contract with a tenderer who is registered on the National Treasury Central Supplier Database. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.</p> <p>b) CIDB Registration and Grading</p> <p>The following tenderers who are registered with the CIDB during the tender period, and the tender validity period and at the award date of submissions, are eligible to have their tenders evaluated:</p> <p style="padding-left: 40px;">Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25 (7A) of the Construction Industry Development Regulations, for a level <b>3ME/EP OR HIGHER</b> are eligible to submit bids for this contract.</p> <p style="padding-left: 40px;">Joint ventures <b>ARE</b> eligible to submit bids:</p> <p>The Employer may, in its discretion, subject to the provision of Section 4(1)(d) of the State Tender Board Act (Act 86 of 1968), condone any failure to comply with the foregoing condition.</p> <p>c) The tender has not failed to perform on any previous contracts and has been given a written notice to this effect.</p> <p>d) The Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.</p> <p>e) Only authorised signatories may sign the original and all copies of the tender offer where required.</p> <p>f) Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and should be able to submit a valid tax compliance pin issued by SARS. Each party to a Consortium/Joint Venture should be able to submit a separate valid Tax Clearance Certificate and attach it to the schedule.</p>				
<div style="border: 1px solid black; width: 100px; height: 25px; margin: 0 auto;"></div> <p>Contractor</p>	<div style="border: 1px solid black; width: 100px; height: 25px; margin: 0 auto;"></div> <p>Witness 1</p>	<div style="border: 1px solid black; width: 100px; height: 25px; margin: 0 auto;"></div> <p>Witness 2</p>	<div style="border: 1px solid black; width: 100px; height: 25px; margin: 0 auto;"></div> <p>Employer</p>	<div style="border: 1px solid black; width: 100px; height: 25px; margin: 0 auto;"></div> <p>Witness 1</p>	<div style="border: 1px solid black; width: 100px; height: 25px; margin: 0 auto;"></div> <p>Witness 2</p>

<b>Clause</b>	<b>Addition or Variation to Standard Conditions of Tender</b>
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	<p>g) Standard Bidding Documents (SBD)</p> <p>The following standard SBD’s should be completed (if applicable) legibly and in full in terms of the requirements of the Department of National Treasury of the Republic of South Africa:</p> <ul style="list-style-type: none"> <li>• SBD1: Invitation to bid and company information</li> <li>• SBD4: Disclosure Forms</li> <li>• SBD6.1: Preferential Procurement</li> </ul> <p>i) The tenderer should be able to submit the following Certificate:</p> <ul style="list-style-type: none"> <li>• Copy of certificate of Incorporation if tenderer is a company or;</li> <li>• Copy of founding statement if tenderer is a closed corporation or;</li> <li>• Copy of Partnership agreement if tenderer is a partnership or;</li> <li>• Copy of Identity document if tenderer is a one-man concern or;</li> </ul> <p>j) Original (or certified copy) of municipal rates clearance certificate or a certified copy of the lease agreement with the lessor’s municipal rates certificate - Not older than 3 months (Vaal Central Water reserves the right to conduct physical verification of premises).</p> <p>k) The tenderer should be able to attach certified proof of registration and in Good Standing with the Compensation Commissioner or with a licensed compensation insurer.</p> <p>l) The Bidder should be able to provide a Financial References.</p> <p>m) Certificate copy of latest Unemployment Insurance Fund (UIF) return (if not stated on the valid tax compliance pin)</p>
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Witness 1

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Employer

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Clause	Addition or Variation to Standard Conditions of Tender
C.2.1.4	<p>Add the following new sub-clause:</p> <p>Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p> <p>As far as possible, the bidder must consider subcontractors from the area/s where the project will be taking place.</p> <p>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.</p>
Clause	Addition or Variation to Standard Conditions of Tender
<p><b>C.2.2</b></p> <p><b>Cost of tendering</b></p> <p>Add the following to sub-clause 2.2.1:</p> <p>Accept that the Employer will not compensate the bidder for any costs incurred in attending interviews in the office of the Employer or the Contractor (if required).</p> <p>C.2.2.1</p>	
<b>C.2.6</b>	<p><b>Acknowledge addenda</b></p> <p>Add the following to the clause:</p> <p>Failure to acknowledge receipt of any addenda will result in disqualification.</p> <p>It is the responsibility of the tenderer to provide accurate and clear information on the attendance register or Purchase of Tender document register. The Contractor will not follow-up on incorrect or unclear information provided.</p>

Contractor

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<b>C.2.7</b>	<p><b>Clarification meeting</b> A compulsory site clarification meeting will be held as follows:</p> <p><b>Date : Thursday, 12 March 2026</b> <b>Time : 11h00</b> <b>Venue : Church Street, HOPETOWN</b></p> <p><b>GPS Coordinates: -29.622425, 24.082996</b></p> <p>Attendance will be recorded and failure to attend the compulsory site meeting will lead to disqualification.</p> <p>Bidders should be represented at the clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.</p> <p>Addenda will be issued only to those tendering entities appearing on the attendance list.</p>
<b>C.2.8</b>	<p><b>Seek clarification</b></p> <p>Replace the contents of the clause with the following:</p> <p>Request clarification of the bid documents, if necessary, by notifying the Contractor, as indicated at least five (5) working days before the closing time.</p>
<b>C.2.9</b>	<p><b>Insurance</b></p> <p>Add the following to the clause:</p> <p>The Contractor shall be responsible to affect all insurance as required for the purposes of executing the Contract</p>
<b>Clause</b>	<b>Addition or Variation to Standard Conditions of Tender</b>
<b>C.2.11</b>	<p><b>Alterations to documents</b></p> <p>Replace the last sentence of the clause with the following:</p> <p>To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry. Corrections in terms of price may not be made by means of a correction fluid such as Tipp-Ex or a similar product. If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid may be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used the bid as a whole will not be considered.</p>

Contractor

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Employer

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C.2.13.2	<p>Replace the contents of the clause with the following:</p> <p>Return the complete set of documents as listed in the Tender Data with all the required information supplied and completed in all respects.</p>
C.2.13.3	<p><b>C.2.13 Submitting a tender offer</b></p> <p>Only one (1) original bid offer is required. It is recommended that all pages be numbered.</p>
<b>Clause</b>	<b>Addition or Variation to Standard Conditions of Tender</b>
C.2.13.4	<p><b>C.2.13 Submitting a tender offer</b></p> <p>Add the following to the clause:</p> <p>Only authorised signatories may sign the original and all copies of the bid offer where required in terms of C.2.13.3.  <b><u>Accept that failure to submit proof of authorisation to sign the bid shall result in a Bid Offer being regarded as non-responsive.</u></b></p> <p>In the case of a ONE-PERSON CONCERN submitting a bid, this shall be clearly stated. In case of a COMPANY submitting a bid, include a certified copy of the Certificate of Incorporation of such company, together with a resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a CLOSED CORPORATION submitting a bid, include a certified copy of the Founding Statement of such corporation, together with a resolution by all its members authorising a member or other official of the corporation to sign the documents on each member’s behalf.</p> <p>In the case of a PARTNERSHIP submitting a bid, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such authorisation/resolution by partners shall be included in the Bid. <b>(not applicable)</b></p>

Contractor

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<p><b>C.2.13</b></p> <p>C.2.13.5</p>	<p><b>Submitting a tender offer</b></p> <p>The Employer’s address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p><b>Location of tender box: Tender Box</b></p> <p><b>Physical address: Thembelihle Local Municipality, Church Street, HOPETOWN</b></p> <p><b>TENDER NUMBER: VCW404/DRSBH/25</b></p> <p><b>TITLE OF TENDER: CONTRACT NO: VCW404/DRSBH/25: THEMBELIHLE LM DROUGHT RELIEF – REFURBISHMENT OF STRYDENBURG BOREHOLES</b></p> <p>Sealed tenders with the Tenderer’s name and address and the endorsement “<b>TENDER NO. VCW404/DRSBH/25</b> on the envelope, must be placed in the appropriate official tender box at the abovementioned address.</p>
<p><b>C.2.13</b></p> <p>2.13.6</p>	<p><b>Submitting a tender offer</b></p> <p>A single-envelope procedure will be followed.</p>
<p><b>Clause</b></p>	<p><b>Addition or Variation to Standard Conditions of Tender</b></p>
<p><b>C.2.13</b></p> <p>C.2.13.1 0</p>	<p><b>Submitting a tender offer</b></p> <p>Add the following sub- clause 2.13.10:</p> <p>Accept that all conditions, which are printed or written upon any stationary used by the Bidder for the purpose of or in connection with the submission of a bid offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</p>

Contractor

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Employer

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<b>C.2.14</b>	<p><b>Information and data to be completed in all respects</b></p> <p>Add the following to the clause:</p> <p>The Bidder is required to enter information in the following sections of the document:</p> <ul style="list-style-type: none"> <li>• Returnable Schedules</li> <li>• Form of Offer and Acceptance</li> <li>• Contract Data</li> <li>• Form of Guarantee</li> <li>• Health and Safety Agreement Form</li> <li>• Schedule of Quantities</li> <li>• Summary of Schedules</li> <li>• Banking Details</li> </ul> <p>The above shall be signed by the Bidder (and witnesses where required). Individual pages should only be initialled by the successful Bidder and by the witnesses after acceptance by the Employer of the Bid Offer.</p> <p>The Bidder shall complete and sign the Form of Offer prior to the submission of a Bid Offer.</p> <p>The Schedule of Deviations (if applicable) shall be signed by the successful Bidder after acceptance by the Employer of the Bid Offer.</p> <p>Accept that failure on the part of the Bidder to submit any one of the Returnable Documents listed in clauses 2.13 and 2.23 within the period stipulated shall be just cause for the Employer to consider the Bid offer as being regarded as non-responsive.</p> <p>Accept that the Employer shall in the evaluation of bid offers take due account of the Bidder’s past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Contractor as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details of contracts of a similar nature and magnitude which they have successfully executed in the past.</p> <p>Accept that the Employer is restricted in accordance with clause 5 (1) of the Construction Regulations, 2014, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety (as required in clause 2.23) shall be regarded as justifiable and compelling reasons not to accept the Bid Offer of the Bidder scoring the highest number of bid evaluation points.</p>
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Employer

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<b>C.2.15</b>	<b>Closing time</b>
C.2.15.1	<p>Add the following to the clause:</p> <p>The closing time for submission of tender offers is as stated in the request for bids (front page). Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
<b>Clause</b>	<b>Addition or Variation to Standard Conditions of Tender</b>
<b>C.2.16</b>	<b>Tender offer validity</b>
C.2.16.1	The bid offer validity period is <b>120 days</b> .
C.2.16.1	<p>Add the following to the clause:</p> <p>If the bid validity expires on a Saturday, Sunday or public holiday, the bid shall remain valid and open for acceptance until the closure of business on the following working day.</p>
<b>C.2.16</b>	<b>Tender offer validity</b>
2.16.5	<p>Add the following new clause:</p> <p>Accept that should the Bidder unilaterally withdraw his bid during the bid validity period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable bid for the Works from those received, or to call for fresh bids, or to otherwise arrange for execution of the Works, and the Bidder shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the bid withdrawn (as corrected in terms of clause 3.9 of the Conditions of Bid) and any less favourable bid accepted by the Employer, or the difference between the bid withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.</p>

Contractor

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Employer

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<b>C.2.17</b>	<p><b>Clarification of tender offer after submission</b></p> <p>Replace the clause with the following:</p> <p>Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors resulting from the product of the unit rate and the quantity by the adjustment of certain line-item totals. No change in the unit rate or prices or substance of the tender offer is sought, offered, or permitted. The total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line-item totals and shall be binding upon the tenderer.</p> <p>Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.</p>
<b>C.2.18</b>	<p><b>Provide other material</b></p> <p>Add the following to the clause:</p> <p>C.2.18.1 Accept that if requested, the Bidder shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.</p> <p>Accept that the Employer or his agent, reserves the right to approach the Bidder’s banker or guarantor(s) as indicated in the bid document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Bidder or of the individual member of such venture.</p>
<b>Clause</b>	<b>Addition or Variation to Standard Conditions of Tender</b>
<b>C.2.22</b>	<p><b>Return of other tender documents</b></p> <p>Replace the clause with the following:</p> <p>Return all retained bid documents prior to the closing time for the submission of Bid Offers.</p>
<b>C.2.23</b>	<p><b>Certificates</b></p> <p>Add the following to the clause:</p> <p>Refer eligibility criteria as specified information and data to be completed in all respects as per clause C.2.14.</p>

Contractor

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Employer

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<p><b>New Item 2.24</b></p>	<p><b>Canvassing of Employers officials or the Contractor and requests for information</b></p> <p>Add the following new clause:</p> <p>Accept that no Bidder shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Contractor in respect of his bid, after the opening of the bids but prior to the Employer arriving at a decision thereon. No Bidder shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of bids.</p>
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**New Item 2.25**

**Prohibitions in Awarding of bids**

Add the following new clause:

Accept that the Employer is prohibited to award a bid to a person:-

- a) who is in the service of the State; or
- b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the State; or
- c) a person who is an advisor or consultant contracted with the municipality or municipal entity.

**“In the service of the State”** means to be –

- d) a member of –
  - any Municipal Council;
  - any provincial legislature; or the National Assembly or the National Council of Provinces;
- e) a member of the board of directors of any municipal entity;
- f) an official of any municipality or municipal entity;
- g) an employee of any national or provincial department;
- h) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- i) a member of the accounting authority of any national or provincial public entity; or an employee of Parliament or a provincial legislature.

Contractor

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Clause	Addition or Variation to Standard Conditions of Tender
<b>New Item 2.26</b>	<p><b>Awarding of bids with a value above R 10 000</b></p> <p>Add the following new clause:</p> <p>Accept that the notes to the Employer’s annual financial statements must disclose particulars of any award of more than R 10 000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause 2.25), or has been in the service of the state in the previous twelve months, including –</p> <ul style="list-style-type: none"> <li>• the name of that person;</li> <li>• the capacity in which that person is in the service of the state; and</li> <li>• the amount of the award.</li> </ul>
<b>C.3.1</b>	<p><b>Respond to requests from the tenderer</b></p> <p>Replace the contents of the clause with the following:</p> <p>Respond to a request for clarification received up to seven (7) working days before the closing time stated in the Bid Invitation (Cover page) and notify all Bidders who collected procurement documents.</p>
<b>C.3.4</b>	<p><b>Opening of tender submissions</b></p> <p>Replace the contents of the clause with the following:</p> <p>Bids will be opened immediately after the closing time for bids, at the same venue.</p>

Contractor

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<b>C.3.8</b>	<b>Test for responsiveness</b>
C.3.8.1	<p>A responsive tender will be evaluated in terms of the following:</p> <p>Accept that failure to comply with any one of these requirements, shall result in a tender offer being regarded as non-responsive</p> <ul style="list-style-type: none"> <li>• the eligibility requirements and functionality criteria</li> <li>• attendance at the clarification meeting</li> <li>• all required documents signed by the authorized signatories</li> </ul>
<b>Clause</b>	<b>Addition or Variation to Standard Conditions of Tender</b>

Contractor

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**C.3.9 Arithmetical errors, omissions and discrepancies**

Replace the contents of the clause with the following:

Check responsive bid offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the unit rate shall govern, and the line-item total shall be corrected.
- c) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the Bidder’s addition of prices, the total of the prices shall govern.
- d) Where there is a discrepancy between the amount indicated in the Bidder’s bid offer and the corrected amount obtained after completing the above steps, the bid offer amount shall govern.

Notify a Bidder upon written request received after the closing date of bids of all arithmetical errors made by that particular bidder. Consider the rejection of a bid offer if the Bidder does accept the correction of the arithmetical errors in the manner described above.

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[Signature Box]

Witness 2

<b>Clause</b>	<b>Addition or Variation to Standard Conditions of Tender</b>
---------------	---

[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2



Clause	Addition or Variation to Standard Conditions of Tender
<p><b>New item C.3.20</b></p>	<p><b>Objective Criteria</b></p> <p>VCWB shall apply objective criteria in accordance with the PPPFA.</p> <p>Rotation of suppliers for bids will be done on the following conditions:</p> <ul style="list-style-type: none"> <li>a) Aggregate value of R250 million (inclusive of all taxes) awarded.</li> <li>b) Where an award to be made to the supplier results in the cumulative value exceeding the rotation threshold for bids, that award can be made which will constitute the last award to the supplier in the financial year.</li> <li>c) As its objective criteria, Vaal Central Water shall therefore not award to a Bidder that scores the highest points, if such Bidder has already exceeded the rotation threshold for bids.</li> </ul> <p>In making the determination on the aggregate value of work awarded to a supplier, Vaal Central Water shall consider the supplier’s relations and as such, where Vaal Central Water had awarded work to entities and/or persons that are related and/or inter-related to the supplier, the value of such awards shall be used as a measure of assessing the aggregate value of the work awarded to the supplier.</p> <p><b>Price Analysis</b></p> <p>Vaal Central Water Board (VCWB) uses a Financial Tolerance Range also referred to as standard deviation to in order to assess how reasonable the market response prices are (the consultant estimate). These ranges will assist with eliminating bid prices that are deemed to be excessively high or low to complete the works. The higher limit ensures that Vaal Central Water does not pay more than it believes the value of service or goods is worth, and the lower limit ensures that Vaal Central Water is not exposed to risk of work not being completed or prices increasing subsequent to the award because the award price was too low to complete said scope.</p> <p>The financial tolerance range for this bid is -20% to +20%.</p> <p>VCWB reserves the right to not appoint the lowest bidder, this is in the event the bidder submits a bidder lower than the estimate.</p>

Contractor

Witness 1

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Description of Evaluation Criteria.	Points
<b>Projects completed in the last 5 years:</b>	
<b>1. Construction and refurbishment of borehole projects:</b>	<b>30</b>
a) 5 or more Projects – <b>30 Points</b>	
b) 4 Projects - <b>20 Points</b>	
c) 3 Projects - <b>15 Points</b>	
d) 2 Projects- <b>10 Points</b>	
e) 1 Project- <b>5 Points</b>	
<b>2. Locality</b>	
<p>Locality points will be awarded as follows:</p> <ul style="list-style-type: none"> <li>a. Tenderers with offices within Thembelihle Municipal Area - 25 Points</li> <li>b. Tenderers within Northern Cape Province - 15 Points</li> <li>c. Tenderers within Vaal Central Water area of supply - 10 Points</li> </ul> <p><i>Original (or certified copy) of municipal rates clearance certificate or a certified copy of the lease agreement with the lessor municipal rates certificate (Vaal Central Water reserves the right to conduct physical verification of premises). Not older than 3 months"</i></p>	<b>25</b>
<b>3. Expertise of Personnel</b>	
<ul style="list-style-type: none"> <li>a. Contract/Project Manager with N6/Trade Test Certificate or Mechanical/Electrical engineering with more than 10 years of experience on borehole refurbishment projects including civil, mechanical and electrical elements in the scope of works, with a total project value exceeding R1 million in value. - <b>10 Points</b></li> <li><b>b. Mechanical: Lead Artisan or Artisan must have the Relevant trade test and a minimum of 10 years' experience as Mechanical Artisan or Superintendent in refurbishing, installing and commissioning, and maintaining of mechanical plant and equipment, pumps motors, gearboxes, rotating equipment etc. at municipal or industrial waste/water treatment plants - 5 Points</b></li> </ul>	<b>20</b>

Contractor

Witness 1

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<p>c. Electrical: Lead Artisan or Artisan must have the Relevant trade test and Minimum 10 years’ experience as Instrumentation and Control Artisan or Superintendent in refurbishment, installing, and maintaining of industrial automation and control systems at municipal or industrial waste/water treatment plants at municipal or industrial waste/water treatment plants - <b>5 Points</b></p>	
<p><b>4. OHS Plan submitted.</b></p>	<p><b>5</b></p>
<p><b>5. Preliminary Project Implementation Plan in Gantt Chart format submitted and cash flow projection</b></p>	<p><b>10</b></p>
<p><b>6. Executable Project Methodology and supporting staff</b></p>	<p><b>10</b></p>
<p><b>TOTAL EVALUATION POINTS</b></p>	<p><b>100</b></p>

Please note that a minimum of 70 points is required for the quality based on the above criteria in order to be evaluated on price and preference stage.

Contractor

Witness 1

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Witness 1

Witness 2

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	VCW404/DRSBH/25	CLOSING DATE:	02 April 2026	CLOSING TIME:	12:00
DESCRIPTION	THEMBELIHLE LM DROUGHT RELIEF –REFURBISHMENT OF STRYDENBURG BOREHOLES				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>Thembelihle Local Municipality Church Street, HOPETOWN</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					

Contractor

Witness 1

Witness 2

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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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**2. TAX COMPLIANCE REQUIREMENTS**

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

Contractor

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Witness 2

**BIDDER’S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder’s declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

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

Contractor

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2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

**YES/NO**

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

**3 DECLARATION**

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

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

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

Contractor

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- 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.
  - 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

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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 organ of state**  
(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) **80/20** preference point system will be applicable in this tender. The lowest/ highest 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 organ of state:**

The maximum points for this tender are allocated as follows:

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

Contractor

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that preference points for specific goals are not claimed.

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

Contractor

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

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

CATEGORIES OF PEOPLE HISTORICALLY DISADVANTAGED INDIVIDUALS	Requirements	Number of points (80/20 system)
Blacks and people who had no franchise on national elections before 1994 constitution (more than 50% ownership)	Certified ID copy and CIPC registration/ CSD report	3

Contractor

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Employer

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Witness 2

CATEGORIES OF PEOPLE HISTORICALLY DISADVANTAGED INDIVIDUALS	Requirements	Number of points (80/20 system)	CATEGORIES OF RDP GOALS				
<b>Women (more than 50% ownership)</b> <b>Or</b> <b>Youth (more than 50% ownership)</b> <b>Or</b> <b>People with disability (more than 50% ownership)</b>	Certified ID copy and CIPC registration/ CSD report  Certified ID copy and CIPC registration/ CSD report  Medical report sanctioned by qualified professional and CIPC registration/ CSD report	2					
<b>Located in a specific local area of supply for work to be done</b>  <b>Free State and Northern Cape Provinces</b>	Official Municipal Rates Statement which is in the name of the bidder Or Valid Lease agreement which is in the name of the bidder (accompanied by owners Official Municipal Rates Statement) Or Permission to Occupy from Local Chief in the case of Rural areas which is in the name of the bidder	10					
<b>Promotion of BBBEE companies</b>	Sworn affidavits/ CIPC/ BBBEE certificate	5	BBBEE level	1	2	3	4+
			Points (80/20)	5	2	0	0
			Please tick applicable column				
			<b>Total Points</b>				

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company

Contractor

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- (Pty) Limited
  - Non-Profit Company
  - State Owned Company
- [TICK APPLICABLE BOX]

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

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

.....

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

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

**DATE:** .....

**ADDRESS:** .....

.....

Contractor

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Witness 2

Employer

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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:

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 C1                      Contract Data, (which includes this Agreement)
- Part C2                      Pricing Data
- Part C3                      Scope of Work

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 Contractor (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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CONTRACT NO: VCW404/DRSBH/25: THEMBELIHLE LM DROUGHT RELIEF –REFURBISHMENT OF STRYDENBURG BOREHOLES

---

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

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

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Witness 2

**CONTRACT NO: VCW404/DRSBH/25**

**THEMBELIHLE LM DROUGHT RELIEF – REFURBISHMENT OF STRYDENBURG BOREHOLES**

**SECTION T2:**

**OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES**

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Witness 2

**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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**WORKS PREVIOUSLY EXECUTED**

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

Employer	Project	Nature of Works	Value of Works	Duration and Completion Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**PRESENT COMMITMENTS**

Employer	Projects	Nature of Works	Value of Works	Duration and Completion Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SUPERVISORY AND SAFETY  
PERSONNEL**

PREVIOUS EXPERIENCE ON WORKS OF A SIMILAR NATURE DURING THE  
LAST FIVE YEARS

Name	% Time on Site	Position (Current)	Service (Years)	Name of Project and year executed	Value of Works	Position Occupied
Contracts Manager						
Contractor's Construction Manager						
Contractor's Foreman						
Construction Health and Safety Officer						
Lead Artisan - Electrical						
Lead Artisan - Mechanical						

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## 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 on 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 on 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**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;
- 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 on 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/Artisans/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

**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). YES / NO
4. Does the Contractor keep records of safety aspects of each construction site? YES / NO If yes, what records are kept?
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. YES / NO
8. Does the Contractor have a safety induction training programme in place? (If yes, provide a copy). YES / NO

Signature of Tenderer: \_\_\_\_\_

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SUB-CONTRACTORS**

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

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.

Company	Portion of Contract	Approx. Value

Signature of Tenderer: \_\_\_\_\_

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**AFFIDAVIT**

Affidavit to be completed by every member of a company, closed corporation, trust, partnership or other business entity, claiming preference points regarding their HDI-status:

1. I, the undersigned ....., hereby  
(Full name and surname)

Certify that I am a ..... of the tenderer.

(Member, Director, Partner, Owner)

2. I furthermore certify that I personally hold .....% (percent) equity shares in the above mentioned business venture and are actively involved in the management and control of the business.

Signed at ..... on this ..... day of .....20.....

.....  
Signature

I certify that the deponent has acknowledge that he/she knows and understands the contents of this declaration.

This declaration has been sworn / affirmed before me at .....

On this ..... day of .....20.....

.....  
**STAMP:**  
COMMISSIONER OF OATHS

I, THE UNDERSIGNED ....., ACTING IN MY CAPACITY AS

THE COMPANY/CORPORATION/BUSINESS VENTURE:

.....  
..... Hereby gives the Municipality and its delegates the right to inspect any documents in our possession pertaining to the verification of information reflecting the equity held in our company / corporation / business venture.

Signed at ..... on this ..... day of .....20.....

.....  
Signature

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACT NO: VCW404/DRSBH/25**

**THEMBELIHLE LM DROUGHT RELIEF – REFURBISHMENT OF STRYDENBURG BOREHOLES**

**CHECKLIST**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DESCRIPTION	PLEASE TICK: COMPLETED/NOT ATTACHED COMPLETED/ATTACHED	OUTCOME IF NOT COMPLIED WITH
Original Valid Tax Clearance Certificate	<input type="checkbox"/> <input type="checkbox"/>	No contract shall be awarded upon failure to submit an original Tax Clearance Certificate certifying that the taxes of that person to be 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 Tax Clearance Certificate)	<input type="checkbox"/> <input type="checkbox"/>	No contract shall be awarded upon failure to submit a VAT registration Number
Certified copy of Certificate of Incorporation (if tenderer is a Company)	<input type="checkbox"/> <input type="checkbox"/>	Non-responsive, tender eliminated
Certified copy of Founding Statement (if tenderer is a Closed Corporation)	<input type="checkbox"/> <input type="checkbox"/>	Non-responsive, tender eliminated
Certified copy of Partnership Agreement (if tenderer is a Partnership)	<input type="checkbox"/> <input type="checkbox"/>	Non-responsive, tender eliminated
Certified copy of Identity Document (if tenderer is a One- man concern)	<input type="checkbox"/> <input type="checkbox"/>	Non-responsive, tender eliminated
Joint Venture Agreement (if the tenderer is a joint venture)	<input type="checkbox"/> <input type="checkbox"/>	Non-responsive, tender eliminated
Certified copy of CIDB Registration Certificate	<input type="checkbox"/> <input type="checkbox"/>	Non-responsive, tender eliminated
Form of Offer	<input type="checkbox"/> <input type="checkbox"/>	Non-responsive, tender eliminated
Schedule of Quantities (ALL items in black ink)	<input type="checkbox"/> <input type="checkbox"/>	Refer to pricing Instructions
Summary of Schedules	<input type="checkbox"/> <input type="checkbox"/>	Refer to pricing Instructions

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Bank Details (completed in full)	<input type="checkbox"/>	<input type="checkbox"/>	Information or bank history not available. (Evaluated as possible risk)
Works Previously Executed	<input type="checkbox"/>	<input type="checkbox"/>	Regarded as tender with no experience
Present Commitments	<input type="checkbox"/>	<input type="checkbox"/>	Regarded as tender with no experience
Supervisory Personnel	<input type="checkbox"/>	<input type="checkbox"/>	No designated personnel, possible experience risk
Labour Utilisation	<input type="checkbox"/>	<input type="checkbox"/>	Regarded as tenderer with limited experience and understanding of contract scope
Compliance with OHS Act (Act 85 of 1993)	<input type="checkbox"/>	<input type="checkbox"/>	Regarded as a tenderer with limited ability and available resources to comply with the OHS Act
Sub-contractors	<input type="checkbox"/>	<input type="checkbox"/>	All work to be carried out by main Contractor or joint entity
Authority of Signatory & Certified Resolution	<input type="checkbox"/>	<input type="checkbox"/>	Nonresponsive, tender eliminated
Business Registration Form / Change of Registration Form	<input type="checkbox"/>	<input type="checkbox"/>	No contract shall be awarded upon failure to complete the registration form
Preferential Procurement (To be completed in full with values for EP & NEP)	<input type="checkbox"/>	<input type="checkbox"/>	Tenderer not tendering for equity ownership points
Declaration of Interest	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive, tender eliminated
Property Rates Clearance: Copy of latest Municipal account / lease agreement	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive, tender eliminated

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACT NO: VCW404/DRSBH/25**

**THEMBELIHLE LM DROUGHT RELIEF – REFURBISHMENT OF STRYDENBURG BOREHOLES**

**SECTION C1: CONTRACT DATA**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract for Construction Works, 3<sup>rd</sup> Edition (2015), published by the South African Institution of Civil Engineering are applicable to this Contract.

The General Conditions of Contract are not bound into this document but are available at the Contractor’s expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685.

**CONTRACT DATA**

In terms of clause 1.1.1.7 of the General Conditions of Contract for Construction Works 3<sup>rd</sup> Edition (2015), the following Contact Data apply to this Contract.

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Part 1: Data Provided by the Employer**

1.1.1.13	Defects Liability period shall be 12 months
1.1.1.14	The time to achieving Practical Completion should not exceed 12 months
1.1.1.15	The name of the Employer is Central Vaal Water Board
1.1.1.26	The Pricing Strategy is Re-measurement Contract
1.2.1.2	The address of the Employer is: Vaal Central Water 2 Mzuzu Street Bloemfontein Free State 9301 Tel: +27(0) 51 403 0800 Fax: +27(0) 51 403 0801

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.4.1	<p><b><u>Delete the contents of the clause and insert the following:</u></b></p> <p>The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence, listed from highest to lowest priority:</p> <ul style="list-style-type: none"> <li>(a) Form of Offer and Acceptance</li> <li>(b) Contract Data</li> <li>(c) General Conditions of Contract</li> <li>(e) Variations and Additional Clauses to Particular Specifications and Standard Specifications</li> <li>(f) Standard Specifications</li> <li>(g) Bill of Quantities</li> <li>(h) Service Level Agreement</li> <li>(i) Any other documents forming part of the Contract</li> </ul> <p>If an ambiguity or discrepancy between the documents is found, the Contractor shall provide the necessary clarification or instruction.</p>
3.2.3	<p>The Contractor shall obtain specific approval from the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:</p> <ul style="list-style-type: none"> <li><b>1. <u>New Clause 3.2.3.2</u></b> For expenditure on the Contract to exceed the Contract Sum</li> <li><b>2. <u>Existing Clauses:</u></b> <ul style="list-style-type: none"> <li>5.12 - Granting of extension of time excluding Clause 5.12.2.2 (Abnormal climatic conditions)</li> <li>5.13 - Reduction of penalty for delay.</li> <li>5.14.2 - The issue of a Certificate of Practical Completion.</li> <li>5.14.4 - The issue of a Certificate of Completion.</li> <li>5.16.1 - The issue of a Final Approval Certificate.</li> <li>6.3 - All Variations</li> <li>6.6 - Instruction to expend on Provisional and Prime Cost Sums</li> <li>6.11 - Adjustment of General Items &amp; Approval of Claims</li> <li>8.2.2.2 - Order to repair and make good damage arising from any "excepted" risk.</li> </ul> </li> </ul>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.2.4	The Contractor has not been appointed as Agent in terms of Occupational Health and Safety on this contract. The Client will perform the duties of the Client, in terms of the Construction Regulations, 2014 as promulgated in terms of Section 43 of the Occupational Health and Safety Act, 1993.
4.3.1	<p><b><u>Add the following to the clause:</u></b></p> <p>For construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the latest Sectorial Determination: Civil Engineering Sector published from time to time.</p> <p>Compliance with the National Environmental Management Act (NEMA), Act 107 of 1998.</p> <p>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).</p> <p>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.</p>
4.3.2	<p><b><u>Add the following to the clause:</u></b></p> <p>Failure to provide such proof shall entitle the Employer to withhold any payment due to the Contractor until such proof is provided.</p>
4.4.2	The Contractor shall submit the names of all subcontractors to the Contractor for approval. Such approval shall not transfer any liabilities from the Contractor to any other party.
4.4.4	<p><b><u>Add the following to the clause:</u></b></p> <p>The Employer shall require the Contractor to appoint subcontractors and local enterprises as per this clause called “LEP Subcontractors” to a minimum value of 30% of the final Contract Price (excludes VAT &amp; CPA) by the Contractor.</p> <p>It is the Contractor’s responsibility to ensure that this target is achieved, irrespective of any sums allowed for LEP work in the BoQ, which are only estimates. No additional mark-up or costs will be payable to the Contractor for this other than under the relevant items of the BoQ, the tendered rate which shall cover all costs including but not limited to management, administration, overheads, risk and profit for the work done under this clause.</p>
4.10.2	The dates for the information to be provided will be communicated to the Contractor during the Site Handover Meeting. Late and/or incomplete information will be penalised at a rate of R1,000.00 per day.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5.2.1	The commencement date shall be the date one week (7 calendar days) after the Confirmation of Receipt referred to in the form of Offer and Acceptance has been signed for by the Contractor.
5.3.1	<p><b><u>The documentation required before Commencement of the Works are:</u></b></p> <p>Health and Safety Plan Approval (Refer to Clause 4.3)</p> <p>CV and Qualifications of Construction Manager</p> <p>Occupational Health and Safety Agreement (Refer to Clause 4.3)</p> <p>Initial Programme (Refer to Clause 5.6)</p> <p>Security (Refer to Clause 6.2)</p> <p>Proof of Insurance (Refer to Clause 8.6)</p> <p>Letter of Good Standing (Refer to Clause 4.3)</p> <p>BCCEI membership and good standing (Refer to Clause 4.3)</p> <p>Local Economic Participation Plan as per Returnable schedule</p> <p>Quality Control Plan (Refer to Clause 7)</p>
5.3.2	<p>The Contractor is required, within 14 days of the Commencement Date, to submit the documents listed above in Clause 5.3.1 to the Contractor for his approval.</p> <p>Health and Safety Plan</p> <p>The Contractor shall deliver his health and safety plan, in terms of Clause 5(1) of the Construction Regulations (2014).</p> <p>Initial Programme</p> <p>The Contractor shall deliver his Initial Programme of work in terms of Clause 5.6</p> <p>Security</p> <p>Submit a guarantee of an Insurance Company or Bank to be jointly and severally bound with the Contractor for an amount equal to ten per cent (10%) of the Contract Price. The wording of the Guarantee shall be identical to the pro forma provided in Part C1.3 of this tender document.</p> <p>Insurance</p> <p>Submit copies of receipts of registration, or payment for the premiums for the following insurances, as required by the new Clause 8.6 in this Contact Data.</p>
5.4.2	Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply and where ongoing use by the general public is required. The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the site.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5.5	Due Completion Date is 18 months after the Commencement Date.
5.8.1	Delete the words "between sunset and sunrise" in the first line and replace with "outside normal working hours". Normal working hours shall be those as stated in the applicable Sectoral Determination applicable to a 5 (five) day week. Non-working days are Saturdays and Sundays, and special non-working days are public holidays and official builder's holidays as per the Sectoral Determination.
5.8.1.1	<b><u>Add the following to the clause:</u></b> The cost of supervision by the Contractor or his representatives outside of normal (Monday to Friday) working hours in accordance with this Clause, shall be to the Contractor's account.
5.12.2.2	<b><u>Add the following to the clause:</u></b> The time period specified as the time for completion excludes allowances for those days on which it is expected that work, on the critical path items of the works, would be prevented due to weather conditions such as wind, rain falling or the subsequent waterlogged condition. <ul style="list-style-type: none"><li>• Allowance should be made for 3 days per month for Oct - Apr.</li><li>• Allowance should be made for 1 day per month for May - Sept.</li></ul> If the Contractor has been prevented by these weather conditions from working on the critical path items of the works, then he must notify the Contractor in writing. The notification shall be made within five calendar days of the resumption of work. The Contractor shall upon considering all the relevant factors determine the extension of time to be granted. The tendered sums of the appropriate time-related items shall be increased to take account of the extensions of time granted.
5.12.5	<b><u>Add the following to the clause:</u></b> A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Contractor rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of five normal working days, will be taken into account for the extension of time.
5.13.1	The penalty for failing to complete the Works is R 15 000.00 per calendar day.
5.14.1	The completion and acceptance of all works.
5.16.3	The latent defect period is 10 years.

6.2.1	Submit a guarantee of an Insurance Company or Bank to be jointly and severally bound with the Contractor for an amount equal to ten per cent (10%) of the
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Contract Sum. The wording of the Guarantee shall be identical to the pro forma provided in Section C1.3 of the Contract Data.
6.2.2	<b>Delete Clause 6.2.2 in its entirety.</b>
6.2.3	The expiry date shall be the date, 30 calendar days after the programmed completion date.
6.5.1.2.3	The maximum percentage allowed to cover overhead charges is: Labour – 10% Materials – 10%
6.8.4	Notwithstanding the above, in the event that a public holiday is proclaimed within 28 days before the closing date for tenderers, no cost other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.
6.9.1	<b>Add the following to the clause:</b>  "The Contractor shall where practicable before delivery, and in any event not later than 24 hours after delivery to the Site, inform the Contractor of any materials which are not his sole property."
6.10.1.5	The percentage advance on materials on site not yet built into the Permanent Works is 80%, and will only be paid once invoices, delivery slips and proof of payments have been submitted with the IPC to the Contractor as per this clause and Clause 6.10.2.
6.10.3	Retention monies held will be 10% (excl VAT) of payments due up to the limit of retention money which will be 5% of the Contract Sum (excl VAT).
6.10.4	Contractor's statement to include ALL relevant information, including calculation sheets and details as required by the Contractor for evaluation. The "7-day period" will commence once ALL information and details have been received.  <b>Replace</b> the wording "within 28 days" in Clause 6.10.4 with the wording "within 30 days".
6.10.6.2	<b>Delete this clause and replace with the following new wording:</b>  No interest shall be payable to the Contractor upon any moneys retained or overdue in terms of the Contract.
6.10.8	<b>Replace</b> the wording "within 28 days" in Clause 6.10.8 with the wording "within 30 days".

6.10.9	<b>Replace</b> the wording "within 28 days" in Clause 6.10.9 with the wording "within 30 days".
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

7.2.1	<p><b><u>Add at the end of Clause 7.2.1:</u></b></p> <p>"Unless otherwise directed in writing by the Contractor, materials for the Permanent Works shall be new and unused."</p>
7.8.1	<p>In Clause 7.8.1, paragraph 2, line 2, after the words "Defects Liability Period", insert "within the period specified by the Contractor",</p>
8.1.2	<p>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:</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• 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 an 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.</li> <li>• In the case of a 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.</li> <li>• The ER shall at all times have the right to stop work and/or certain activities on site in the case of non-conformance/non-compliances or failure to implement remediation measures.</li> <li>• 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 Contractor.</li> </ul> <p>Note that if audited by DEA/DWS or other regulatory body, any first offence / non-conformances / non-compliances could attract prosecution immediately.</p> <p>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.</p>

8.6.1	<p>The value of Plant and materials supplied by the Employer to be included in the insurance sum is R 0.00.</p>
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 200 000.00.</p> <p>A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association (SASRIA) is required.</p> <p>The limit of indemnity for liability insurance is R 10 000 000.00 for any single claim, the number of claims to be unlimited during construction and Defects Liability Period.</p> <p>In addition to the insurances required in terms of General Conditions of Contract</p> <p>The following insurances are also required:</p> <p>(a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.</p> <p>(b) Insurance in terms of the provisions of the Compensation for Occupational injuries and Diseases Act No. 130 of 1993.</p> <p>(c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.</p> <p>(d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.</p>
8.6.6	The insurance policies and proof of due payment shall be produced to the Contractor within the time stated in Clause 5.3.2.
8.6.7	The Contractor may affect, at his own cost, any insurance additional to that effected by the Employer which he deems necessary in his own interests. The Employer reserves the right to call for full information regarding such insurances.

8.6.8	<p>The insurances to be provided by the Contractor and Sub-Contractor shall be affected with Insurers and on terms approved by the Employer (which approval shall not be unreasonably withheld) and the Contractor shall, if required by the employer, produce to the employer the Policy or Policies of insurance and the receipts for payment of the current premiums.</p> <p><b>Add Clause 8.6.8:</b></p> <p>"In the event of any claim arising under the policies held in terms of this Clause, the Contractor shall forthwith take all necessary steps to lodge his claim on the joint</p>
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	behalf of himself and the Employer, and to secure settlement of such claim, and he shall submit to the Contractor copies of all claims and associated documents. The claim submitted by the Contractor shall cover the cost of repairing and making good as required by Clauses 8.2.2.1 and 8.2.2.3."
8.6.9	If the Contractor fails to effect and keep in force the insurances referred to, then the employer may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and, from time to time, deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.
8.6.10	Where the Contractor is responsible for the appointment of Sub-Contractors, then the Contractor shall: <ul style="list-style-type: none"> <li>(a) ensure that potential and appointed Sub-Contractors are aware of the whole content of this Special Conditions of Contract Clause; and</li> <li>(b) ensure the compliance of Sub-Contractors with this Special Conditions of Contract clause, where applicable.</li> </ul>
8.6.11	The Contractor warrants that he shall give all notices and shall observe all the Terms and Conditions and requirements of all insurances applicable to this Contract.
9.1.4	<b><u>Replace Clause 9.1.4 with the following:</u></b> Up to the time of termination of the contract by either party in terms of this Clause, or until the Contractor gives notice in terms of this Clause to terminate the contract and the Contractor is precluded from exercising his right to terminate the contract because the Employer agrees to bear any resultant additional costs provided for in Clause 9.1.2.2 hereof, the Contractor: <ul style="list-style-type: none"> <li>a) will be entitled to an extension of calendar time for working days lost as may be approved by the Contractor, and</li> <li>b) will be reimbursed the cost of delays per working day, where the number of working days will be determined pro rata the effect the delays have on the progress of the work as agreed with the Contractor. Payment in full and final settlement will be made at the rates tendered for the payment items specially provided in the Bill of Quantities</li> </ul> Where the circumstances described in Clauses 9.1.1 and 9.1.2 are applicable only to a certain portion of the contract, the Contractor will decide after consulting the Contractor, to what extent the contract as a whole is affected and whether or not a claim in terms of this Clause can be submitted.  No payment will be made in terms of this Clause after the expiry of the due completion date.
10.3.2	Amicable settlement in terms of Clause 10.4 shall be contemplated for all disputes prior to referring any dispute to adjudication or arbitration.
10.5.1	Dispute resolution shall be by ad-hoc adjudication
10.5.3	The number of Adjudication Board Members to be appointed is one.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

10.7.1	The determination of disputes which are unresolved in terms of Clause 10.5.3 shall be by arbitration.
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[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

**VAAL CENTRAL WATER****THEMBELIHLE LM DROUGHT RELIEF – REFURBISHMENT OF STRYDENBURG BOREHOLES****SECTION C2: PRICING DATA**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### PRICING INSTRUCTIONS

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract, that the tenderer has taken into account when developing his prices.

1. This Bill of Quantities has to be read together with the Articles of the Agreement, the Conditions of Contract and Special Conditions of Contract, the Form of Tender, the General Specification, the Project Specification and the Drawings.
2. The method of measurement published by the South African Bureau of Standards in clause 8 of the Standardised Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section "Applicable SANS 1200 standardised specifications".
3. General instruction and description of the Work or materials given in the Specification will not be repeated in the Bill of Quantities. It will only be referred to. Doorbell of reference between brackets, to particular Clause in the Conditions of Contract(C-22) or, Special Conditions of Contract (SC-11), General Specification (19.1.3), Project Specification (PS 11) or to a Drawing (Drawing 33650.01-141-01).
4. The clauses in a specification in which further information regarding the schedule item appears under "Reference clause" in the Schedule. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SANS in the SANS 1200 series of specifications, e.g. LB for SANS 1200 LB.
5. The quantities set out in the Bills of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
6. The prices and unit prices given in the Bill of Quantities, is all-embracing prices and it should cover the values of the different items completely and has to include all costs and expenses which may occur and for the building of the Work as described and costs and expenses that are required as well as all general liabilities, obligations and risks which forms a part of this contract. The prices should be given separately in the item(s) if special accountability, responsibilities and risks as in the above occurs.
7. A price or unit price has to be filled in against every item in the Bill of Quantities even if the amount isn't shown. Items where no price or unit price has been filled in, will be regarded as covered by the other prices and unit prices in the Bill of Quantities. VAT must

Contractor

Witness 1

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Employer

Witness 1

Witness 2

not be included in the tariffs.

8. Unit rates would be regarded as correct if any difference occurs between unit prices and the total and the total will be corrected according to. The unit prices will be calculated arithmetically in case of omissions.
9. Payments will only be made for items occurring in the Bill of Quantities and if the Contractor thinks that provision hasn't been made for some items, the item should be allowed under another item.
10. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price.
11. The units of measurement described in the Bills of Quantities are metric units. Abbreviations which may be used in these Bills of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000 kg)
m <sup>2</sup>	=	square metre	No.	=	number
m <sup>2</sup> .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m <sup>3</sup>	=	cubic metre	MN.m	=	meganewton-
metre					
m <sup>3</sup> .km	=	cubic metre-kilometre	P C sum	=	Prime Cost
sum					
l	=	litre	Prov sum	=	Provisional
sum					
kl	=	kilolitre	kW	=	kilowatt
MI	=	megalitre	%	=	per cent
MPa	=	megapascal			

**The Employer has the right whereas any measurements and/or payments were made before the final Payment Certificate to inspect it and if it is incorrect to correct it. The Employer has the right to remove and correct any work not complying with the specification before the submission of the last Payment Certificate.**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**VAAL CENTRAL WATER**

**THEMBELIHLE LM DROUGHT RELIEF – REFURBISHMENT OF STRYDENBURG BOREHOLES**

**SCHEDULE OF QUANTITIES**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**VAAL CENTRAL WATER**

**THEMBELIHLE LM DROUGHT RELIEF – REFURBISHMENT OF STRYDENBURG BOREHOLES**

**SUMMARY OF SCHEDULES**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO.	PAY REF	DESCRIPTION	UNIT	QTY	RATE	TOTAL
<b><u>BILL A: PRELIMINARY &amp; GENERAL</u></b>						
A1	SANS 10400	Site Establishment				
A1.1		This includes transporting equipment, materials, and personnel to the project site, setting up temporary facilities such as site offices and storage areas, and ensuring that all necessary safety measures and site preparations are in place before drilling begins.	Lump Sum			
A2		Training				
A2.1		Provide training for the municipal artisans for solar energy operation. The training will likely address repair and the servicing of the electrical, solar and mechanical components by the municipal maintenance	Prov Sum			
A3		Spare Material: Operation borehole				
A3.1		Provide tools and spares for the operation of the boreholes. The tools to be used to supplement the operational capacity	Prov Sum			
A4	SANS 45001	Health and Safety				
A4.1		Fixed-charged costs	Sum			
A5		Allowance for a Client Liason Officer				
A5.1		A CLO from the community to be appointed as per the Municipal requirements	Sum			
<b>TOTAL, BILL A</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO.	PAY REF	DESCRIPTION	UNIT	QTY	RATE	TOTAL
<b><u>BILL B: BOREHOLE SG166 BLOUPLAAS/PLATKUIL</u></b>						
A1	SANS 1029 9	Cleaning of Existing Borehole				
A1.1		Cleaning involves removing silt, biofouling, and any obstructions that may affect borehole performance.	Lump Sum			
A2	SANS 1029 9	Borehole Flushing and Development				
A2.1		High-pressure airlifting and pumping techniques will be employed to remove accumulated debris, encrustations, and fine sediments that obstruct water flow. This step ensures improved borehole efficiency, increases water yield, and enhances long-term sustainability	Prov Sum			
A3	SANS 241	<b>WATER QUALITY TESTING</b>				
A3.1		On-Site Water Quality Test (pH, Turbidity, Conductivity)				
A3.1.1		Immediate field testing of pH, turbidity, and electrical conductivity to assess preliminary water quality parameters. Water quality should comply with agricultural production regulations. A minimum of two tests will be conducted, with additional tests if variability is observed	Sum			
A3.2		Laboratory Water Quality Test				
A3.2.1		Comprehensive testing for bacterial, chemical, and physical contaminants, including heavy metals, nitrates, and organic compounds to confirm suitability for human and agricultural use	Sum			
Carried forward / ...						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO.	PAY REF	DESCRIPTION	UNIT	QTY	RATE	Total
A3.3		Brought forward / ... Shock Chlorination				
A3.3.1		A disinfection process using chlorine treatment to eliminate microbial contaminants from the newly developed boreholes	Sum			
A4	SAN S 1014 2-2	<b>BULK ELECTRICITY SUPPLY</b>				
A4.1		Assess and/or service existing solar panels 8 x 330 Watt A-Grade Panel - Multi-Crystalline)				
A4.1.1		Electrically servicing of solar panels system to power the submersible pump, ensuring reliable water access without dependence on external electricity. Complete the working system ( <i>exactly as per attached specification</i> )	Sum			
A4.2		Wind Turbines (3 Bladed 3 kW)				
A4.2.1		Electrically servicing of existing Wind Turbine to power the submersible pump, ensuring reliable water access without dependence on external electricity. ( <i>Exactly as per attached specification</i> )	Sum			
A4.3		Borehole Pipe				
A4.3.1		Supply and Install 32mm Class 6 pressure HDPE water pipe through the footbridge to be connected to the pump. Complete installation including all accessories plumbing fittings Pipe to be SABS approved. Complete Installation including all	m	54		
A4.4		Borehole Electrical Cabling				
A4.4.1		Supply and install a 4mm, 3-core electrical borehole cable. <i>Complete installation as guided by the attached specification</i>	m	70		
Carried forward / ...						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO.	PAY REF	DESCRIPTION	UNIT	QTY	RATE	Total
		Brought forward / ...				
A4.5		Solar energy pump				
A4.5.1		Supply and Install a 4 x 330 Watt A-Grade Panel - Multi-Crystalline ( <i>exactly as per attached specification</i> )	No	2		
A4.6		Pump Motor				
A4.6.1		Supply and Install a Octa 80 Hybrid and 3kW Motor AC/DC Hybrid Range Motor or equivalent for Borehole Applications. ( <i>exactly as per attached specification</i> )	No	2		
A4.7		Control Box				
A4.7.1		Repair the existing 3kW Motor AC/DC Hybrid Range Electrical Control Box with but not limited to Voltage Measurement, Current AMP Measurement, Start Capacitor, Potential Voltage Relay, Overload, Red & Green lights indicators. Complete repair	No	1		
A4.8		Wiring				
A4.8.1		Assess and repair the electrical wiring system	Sum			
<b>TOTAL, BILL B</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO.	PAY REF	DESCRIPTION	UNIT	QTY	RATE	TOTAL
A1	SAN S 10299	<b><u>BILL C: BOREHOLE GEEL/YELLOW PUMP</u></b> Cleaning of Existing Borehole				
A1.1		Cleaning involves removing silt, biofouling, and any obstructions that may affect borehole performance.	Lump Sum			
A2	10299	Borehole Flushing and Development				
A2.1		High-pressure airlifting and pumping techniques will be employed to remove accumulated debris, encrustations, and fine sediments that obstruct water flow. This step ensures improved borehole efficiency, increases water yield, and enhances long-term sustainability	Prov Sum			
A3	241	<b>WATER QUALITY TESTING</b>				
A3.1		On-Site Water Quality Test (pH, Turbidity, Conductivity)				
A3.1.1		Immediate field testing of pH, turbidity, and electrical conductivity to assess preliminary water quality parameters. Water quality should comply with agricultural production regulations. A minimum of two tests will be conducted, with additional tests if variability is observed	Sum			
A3.2		Laboratory Water Quality Test				
A3.2.1		Comprehensive testing for bacterial, chemical, and physical contaminants, including heavy metals, nitrates, and organic compounds to confirm suitability for human and agricultural use	Sum			
A3.3		Shock Chlorination				
A3.3.1		A disinfection process using chlorine treatment to eliminate microbial contaminants from the newly developed boreholes	Sum			
Carried forward / ...						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO.	PAY REF	DESCRIPTION	UNIT	QTY	RATE	Total
	SAN S	Brought forward / ...				
A4	1014 2-2	<b>BULK ELECTRICITY SUPPLY</b>				
A4.1		Submersible pump				
A4.1.1		Supply and Install a 1,5kW submersible pump (exactly as per attached specification)	No	2		
A4.2		Pump Motor				
A4.2.1		Supply and Install a 1,5kW motor or equivalent for Borehole Applications. (exactly as per attached specification)	No	2		
A4.3	-	Control Box				
A4.3.1	-	Supply and Install a start & stop (automatic) 3kW panel	No	1		
A4.4		Wiring				
A4.4.1		Assess and repair the electrical wiring system	Sum			
<b>TOTAL, BILL C</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO.	PAY REF	DESCRIPTION	UNIT	QTY	RATE	TOTAL
<b><u>BILL D: BOREHOLE SG170 - PLATKUIL</u></b>						
A1	SAN S 10299	Cleaning of Existing Borehole				
A1.1		Cleaning involves removing silt, biofouling, and any obstructions that may affect borehole performance.	Lump Sum	1		
A2	SAN S 10299	Replacement of Borehole Casing (if Necessary)				
A2.1		If structural integrity is compromised, the old casing will be removed and replaced with high-quality steel or PVC casing (minimum 4mm thickness) to prevent collapse and contamination. This process must include proper sealing to avoid surface water infiltration.	Prov Sum	1		
A3	SAN S 241	Borehole Flushing and Development				
A3.1		High-pressure airlifting and pumping techniques will be employed to remove accumulated debris, encrustations, and fine sediments that obstruct water flow. This step ensures improved borehole efficiency, increases water yield, and enhances long-term sustainability	Prov Sum	1		
A4		<b>WATER QUALITY TESTING</b>				
A4.1		On-Site Water Quality Test (pH, Turbidity, Conductivity)				
A4.1.1		Immediate field testing of pH, turbidity, and electrical conductivity to assess preliminary water quality parameters. Water quality should comply with agricultural production regulations. A minimum of two tests will be conducted, with additional tests if variability is observed	Sum	1		
Carried forward / ...						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO.	PAY REF	DESCRIPTION	UNIT	QTY	RATE	Total
	SAN S	Brought forward / ...				
A4.2		Laboratory Water Quality Test				
A4.2.1		Comprehensive testing for bacterial, chemical, and physical contaminants, including heavy metals, nitrates, and organic compounds to confirm suitability for human and agricultural use	Sum	1		
-	SAN S 1014 2-2	Shock Chlorination				
-		A disinfection process using chlorine treatment to eliminate microbial contaminants from the newly developed boreholes	Sum	1		
A4.4		<b>BULK ELECTRICITY SUPPLY</b>				
A4.4.1		Service Existing Solar Panels (4 x 330 Watt A-Grade Panel - Multi-Crystalline Electrically servicing of solar panels system to power the submersible pump, ensuring reliable water access without dependence on external electricity. Complete the working system (exactly as per attached specification)	Prov Sum	1		
A4.4.2		Wind Turbines (3 Bladed 3 kW)				
A4.4.2.1		Electrically servicing of existing Wind Turbine to power the submersible pump, ensuring reliable water access without dependence on external electricity. (exactly as per attached specification)	Prov Sum	1		
A4.4.3		Borehole Pipe	-			
A4.4.3.1		Supply and Install 32mm Class 6 pressure HDPE water pipe through the footbridge to be connected to the pump. Complete installation including all accessories plumbing fittings Pipe to be SABS approved. Complete Installation including all. Prov Sum	m	45		
Carried forward / ...						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO.	PAY REF	DESCRIPTION	UNIT	QTY	RATE	Total
	SAN S	Brought forward / ...				
A4.4.4		Borehole Electrical Cabling Supply and install a 2,5mm, 3-core electrical borehole cable. Complete installation as guided by the attached specification. Prov Sum	m	48		
A4.4.5		Solar energy pump Supply and Install a 4 x 330 Watt A-Grade Panel - Multi-Crystalline (exactly as per attached specification). Prov Sum	No	2		
A4.4.6		Pump Motor Supply and Install a Octa 80 Hybrid and 3kW Motor AC/DC Hybrid Range Motor or equivalent for Borehole Applications. (exactly as per attached specification). Prov Sum	No	2		
A4.4.7	-	Control Box Assess and repair the existing 3kW Motor AC/DC Hybrid Range Electrical Control Box with but not limited to Voltage Measurement, Current AMP Measurement, Start Capacitor, Potential Voltage Relay, Overload, Red & Green lights indicators. Complete repair. Prov Sum	No	1		
A4.4.8	-	Wiring (Provisional)				
A4.4.8.1		Assess and repair the electrical wiring system	Sum	1		
<b>TOTAL BILL D</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO.	PAY REF	DESCRIPTION	UNIT	QTY	RATE	TOTAL
A1	SAN S 10299	<b><u>BILL E: BOREHOLE SG171 - THORNVILLE</u></b> Cleaning of Existing Borehole				
A1.1		Cleaning involves removing silt, biofouling, and any obstructions that may affect borehole performance.	Lump Sum			
A2	10299	Replacement of Borehole Casing				
A2.1		If structural integrity is compromised, the old casing will be removed and replaced with high-quality steel or PVC casing (minimum 4mm thickness) to prevent collapse and contamination. This process must include proper sealing to avoid surface water infiltration.	Prov Sum			
A3	241	Borehole Flushing and Development				
A3.1		High-pressure airlifting and pumping techniques will be employed to remove accumulated debris, encrustations, and fine sediments that obstruct water flow. This step ensures improved borehole efficiency, increases water yield, and enhances long-term sustainability	Prov Sum			
A4		<b>WATER QUALITY TESTING</b>				
A4.1		On-Site Water Quality Test (pH, Turbidity, Conductivity)				
A4.1.1		Immediate field testing of pH, turbidity, and electrical conductivity to assess preliminary water quality parameters. Water quality should comply with agricultural production regulations. A minimum of two tests will be conducted, with additional tests if variability is observed	Sum			
Carried forward / ...						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO.	PAY REF	DESCRIPTION	UNIT	QTY	RATE	Total
A4.2	SAN S	Brought forward / ... Laboratory Water Quality Test				
A4.2.1		Comprehensive testing for bacterial, chemical, and physical contaminants, including heavy metals, nitrates, and organic compounds to confirm suitability for human and agricultural use	Sum			
A4.3	1014 2-2	Shock Chlorination				
A4.3.1		A disinfection process using chlorine treatment to eliminate microbial contaminants from the newly developed boreholes	Sum			
A4.4		<b>BULK ELECTRICITY SUPPLY</b>				
A4.4.1		Service Existing Solar Panels (4 x 330 Watt A-Grade Panel - Multi-Crystalline)				
A4.4.2		Electrically servicing of solar panels system to power the submersible pump, ensuring reliable water access without dependence on external electricity. Complete the working system (exactly as per attached specification)	Sum			
A4.4.2		Wind Turbines (3 Bladed 3 kW)				
A4.4.2.1		Electrically servicing of existing Wind Turbine to power the submersible pump, ensuring reliable water access without dependence on external electricity. (exactly as per attached specification)	Sum			
Carried forward / ...						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO.	PAY REF	DESCRIPTION	UNIT	QTY	RATE	Total
		Brought forward / ...				
A4.4.3		Borehole Pipe	-	-		
A4.4.3.1		Supply and Install 32mm Class 6 pressure HDPE water pipe through the footbridge to be connected to the pump. Complete installation including all accessories plumbing fittings Pipe to be SABS approved. <i>Complete Installation including all</i>	m	54		
A4.4.4		Borehole Electrical Cabling			-	-
A4.4.4.1		Supply and install a 2,5mm, 3-core electrical borehole cable. Complete installation as guided by the attached specification	m	48		
A4.4.5		Solar energy pump				
A4.4.5.1		Supply and Install a 4 x 330 Watt A-Grade Panel - Multi-Crystalline (exactly as per attached specification)	No	2		
A4.4.6		Pump Motor				
A4.4.6.1		Supply and Install a Octa 80 Hybrid and 3kW Motor AC/DC Hybrid Range Motor or equivalent for Borehole Applications. (exactly as per attached specification)	No	2		
A4.4.7	-	Control Box				
A4.4.7.1		Assess and repair the existing 3kW Motor AC/DC Hybrid Range Electrical Control Box with but not limited to Voltage Measurement, Current AMP Measurement, Start Capacitor, Potential Voltage Relay, Overload, Red & Green lights indicators. <i>Complete repair</i>	No	1		
Carried forward / ...						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO.	PAY REF	DESCRIPTION	UNIT	QTY	RATE	Total
		Brought forward / ...				
A4.4.8	-	Wiring			-	-
A4.4.8.1		Assess and repair the electrical wiring system	Sum			
A1	SAN S 10299	Cleaning of Existing Borehole				
A1.1		Cleaning involves removing silt, biofouling, and any obstructions that may affect borehole performance.	Lump Sum			
<b>TOTAL, BILL E</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO.	PAY REF	DESCRIPTION	UNIT	QTY	RATE	TOTAL
A2	SAN S 10299	<b><u>BILL F: BOREHOLE SG158-1 WITPOORT</u></b> Borehole Flushing and Development  High-pressure airlifting and pumping techniques will be employed to remove accumulated debris, encrustations, and fine sediments that obstruct water flow. This step ensures improved borehole efficiency, increases water yield, and enhances long-term sustainability	Prov			
A2.1			Sum			
A3	241	<b>WATER QUALITY TESTING</b>  On-Site Water Quality Test (pH, Turbidity, Conductivity)  Immediate field testing of pH, turbidity, and electrical conductivity to assess preliminary water quality parameters. Water quality should comply with agricultural production regulations. A minimum of two tests will be conducted, with additional tests if variability is observed				
A3.1						
A3.1.1			Sum			
A3.2		Laboratory Water Quality Test  Comprehensive testing for bacterial, chemical, and physical contaminants, including heavy metals, nitrates, and organic compounds to confirm suitability for human and agricultural use				
A3.2.1			Sum			
A3.3		Shock Chlorination  A disinfection process using chlorine treatment to eliminate microbial contaminants from the newly developed boreholes				
A3.3.1			Sum			
Carried forward / ...						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO.	PAY REF	DESCRIPTION	UNIT	QTY	RATE	Total
A4		Brought forward / ... <b>PUMP HOUSE &amp; FENCING</b>				
A4.1		Repair the existing structure (including the lockable Class 4 Steel door complete with a frame and the supply and install of IBR Sheet canopy)	Sum			
A4.2		Borehole Pipe				
A4.2.1		Supply and Install 50mm Class 10 HDPE water pipe through the footbridge to be connected to the pump. Complete installation including all accessories plumbing fittings Pipe to be SABS approved. <i>Complete Installation including all</i>	m	100	-	-
A4.3		Borehole Electrical Cabling				
A4.3.1		Supply and install a 4mm, 3-core electrical borehole cable. <i>Complete installation as guided by the attached specification</i>	m	48		
A4.4	-	Submersible pump				
A4.4.1	-	Supply and Install a submersible pump ( <i>exactly as per attached specification</i> )	No	2		
A4.4.5		Pump Motor				
A4.4.5.1		Supply and Install a 1,5kW motor or equivalent for Borehole Applications. ( <i>exactly as per attached specification</i> )	No	2		
A4.4.6		Control Box				
A4.4.6.1		Supply and Install a start & stop (automatic) 3kW panel	No	1		
A4.4.7		Wiring				
A4.4.7.1		Assess and repair the electrical wiring system	Sum			
<b>TOTAL, BILL F</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO.	PAY REF	DESCRIPTION	UNIT	QTY	RATE	TOTAL
A1	SAN S 10299	<b><u>BILL G: BOREHOLE SG158-2 WITPOORT</u></b> Cleaning of Existing Borehole				
A1.1		Cleaning involves removing silt, biofouling, and any obstructions that may affect borehole performance.	Lump Sum			
A2	10299	Borehole Flushing and Development				
A2.1		High-pressure airlifting and pumping techniques will be employed to remove accumulated debris, encrustations, and fine sediments that obstruct water flow. This step ensures improved borehole efficiency, increases water yield, and enhances long-term sustainability	Prov Sum			
A3	241	<b>WATER QUALITY TESTING</b>				
A3.1		On-Site Water Quality Test (pH, Turbidity, Conductivity)				
A3.1.1		Immediate field testing of pH, turbidity, and electrical conductivity to assess preliminary water quality parameters. Water quality should comply with agricultural production regulations. A minimum of two tests will be conducted, with additional tests if variability is observed	Sum			
A3.2		Laboratory Water Quality Test				
A3.2.1		Comprehensive testing for bacterial, chemical, and physical contaminants, including heavy metals, nitrates, and organic compounds to confirm suitability for human and agricultural use	Sum			
A3.3		Shock Chlorination				
A3.3.1		A disinfection process using chlorine treatment to eliminate microbial contaminants from the newly developed boreholes	Sum			
Carried forward / ...						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO.	PAY REF	DESCRIPTION	UNIT	QTY	RATE	Total
Brought forward / ...						
A4		<b>BULK ELECTRICITY SUPPLY</b>				
A4.1		Service Existing Solar Panels (4 x 330 Watt A-Grade Panel Multi-Crystalline)  Electrically servicing of solar panels system to power the submersible pump, ensuring reliable water access without dependence on external electricity. Complete the working system ( <i>exactly as per attached specification</i> )	Sum			
A4.2		Wind Turbine (3 Bladed 3 Kw)  Electrically servicing of existing Wind Turbine to power the submersible pump, ensuring reliable water access without dependence on external electricity. ( <i>exactly as per attached specification</i> )	Sum	1		
A4.3		Borehole Pipe  Supply and Install 50mm Class 10 HDPE water pipe through the footbridge to be connected to the pump. Complete installation including all accessories plumbing fittings Pipe to be SABS approved. <i>Complete Installation including all</i>	m	76		
A4.4	-	Borehole Electrical Cabling				
A4.4.1	-	Supply and install a 4mm, 3-core electrical borehole cable. Complete installation as guided by the attached specification	m	80		
A4.4.5		Solar energy pump				
A4.4.5.1		Supply and Install a 16 x 330 Watt A-Grade Panel – Multi-Crystalline ( <i>exactly as per attached specification</i> )	No	2		
carried forward / ...						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO.	PAY REF	DESCRIPTION	UNIT	QTY	RATE	Total
A4.4.6		Brought forward / ... Pump Motor				
A4.4.6 .1		Supply and Install a Octa 80 Hybrid and 3Kw Motor AC/DC Hybrid Range Motor or equivalent for Borehole Applications. (exactly as per attached specification)	No	2		
A4.4.7		Control Box			-	-
A4.4.7 .1		Repair the existing 3Kw Motor AC/DC Hybrid Range Electrical Control Box with but not limited to Voltage Measurement, Current AMP Measurement, Start Capacitor, Potential Voltage Relay, Overload, Red & Green lights indicators. Complete repair	No	1	-	-
A4.4.8 A4.4.8 .1	-	Wiring Assess, repair and refurbish a comprehensive electrical wiring to link both Witpoort Boreholes	Sum			
<b>TOTAL, BILL G</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DESCRIPTION	TOTAL
BILL A: PRELIMINARY & GENERAL	R .....
BILL B: BOREHOLE SG166 BLOUPLAAS/PLA	R .....
BILL C: BOREHOLE GEEL/YELLOW PUMP	R .....
BILL D: BOREHOLE SG170 - PLATKUIL	R .....
BILL E: BOREHOLE SG171 – THORNVILLE	R .....
BILL F: BOREHOLE SG158-1 WITPOORT	R .....
BILL G: BOREHOLE SG158-2 WITPOORT	R .....
<b>1. TOTAL BILL OF QUANTITIES</b>	<b>R .....</b>
<b>2. ADD 15% VAT</b>	<b>R .....</b>
<b>TOTAL TENDER SUM</b>	<b>R .....</b>

**END OF SECTION**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**VAAL CENTRAL WATER****THEMBELIHLE LM DROUGHT RELIEF – REFURBISHMENT OF STRYDENBURG  
BOREHOLES****BANKING DETAILS**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FINANCIAL REFERENCES**

(a). BANK RATING

1. It is requisite that a bank rating be obtained, bearing an original stamp by the relevant bank.
2. Failure to complete the bank rating Form overleaf may invalidate the tender rating should be based on highest contract value tendered for and the corresponding timeframe.

(b) FINANCIAL STATEMENTS

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Employer.

(c) DETAILS OF COMPANY'S BANK

I/We hereby authorize the Employer/Engineer to approach all or any of the following banks for a reference:

DESCRIPTION OF BANK DETAIL	BANK DETAIL APPLICABLE TO COMPANY HEAD OFFICE	BANK DETAIL APPLICABLE TO THE SITE OF THE WORKS
Name of bank		
Branch name		
Branch code		
Street Address		
Name of manager		
Telephone number	(     )	(     )
Account number		
Bank Rating		

.....  
SIGNATURE OF TENDERER:

.....  
DATE:

DECLARATION BY BANK MANAGER

This is to certify that the Tenderer has sufficient good standing with this bank that he will, in my opinion, be financially able to complete a contract to the value as entered, by the Tenderer, in the Form of Acceptance over the specified duration, or such other duration as the Tenderer may offer. In addition, we confirm that, for the amount of the enquiry, the Tenderer is rated Code.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

.....  
SIGNATURE OF BANK MANAGER:

.....  
DATE:

Place bank stamp here

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**VAAL CENTRAL WATER**

**THEMBELIHLE LM DROUGHT RELIEF – REFURBISHMENT OF STRYDENBURG BOREHOLES**

**SECTION C3: SCOPE OF WORK**

Thembelihle Local Municipality (TLM) in conjunction with the Department of Water & Sanitation (DWS) prepared a Drought Mitigation Business Plan1 in January 2020. The Business Plan identified the need for groundwater infrastructure improvement interventions (rehabilitation and /or refurbishment of boreholes) in the settlements surrounding Strydenburg in the Northern Cape. Places and farms identified for capital infrastructure improvement interventions at that stage were Strydenburg Town, Witpoort, Thornville, Platkuil, Kraankuil and Orange River Station.

**SCOPE**

Objective is for the boreholes to be fully functional to supply water to the community, keep the boreholes efficient and safe for drinking;

- BOREHOLE SG166 BLOUPLAAS/PLATKUIL
- BOREHOLE GEEL/YELLOW PUMP
- BOREHOLE SG171 – THORNVILLE
- BOREHOLE SG158-1 WITPOORT
- BOREHOLE SG158-2 WITPOORT

**CIVIL Works**

1. Plumbing works
2. Repair works on some pump houses (structure) for security purposes;
  - Please refer to the attached bill for the scope

**MECHANICAL WORKS**

Pump and motor installations

- Please refer to the attached bill for the scope

**ELECTRICAL WORKS**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1. Installations
2. Repair works
3. On-site services
  - Please refer to the attached bill for the scope

**WATER QUALITY**

- Please refer to the attached bill for the scope

**C3.1.3 Location of the Works and description of the Site**

The sites are located at Strydenburg area through various access roads from the N12

BH DESCRIPTION	Coordinate		Depth m	Yield l/s	Pump Head m	Casing Diameter mm
	E	S				
SG166 BLOUPLAAS/ PLATKUIL	-29.85563	23.59074	54	2 for 12hrs	13	TBC
GEEL/YELLOW	-29.93212°	23.67459°	60	1,98	TBC	TBC
SG171 – THORNVILLE	-29.93295	23.69568	54	1,2 for 12hrs	14	TBC
<u>SG158-1</u> <u>WITPOORT</u>	-29.90670	23.59074	99,6	1,38	TBC	TBC
<u>SG158-2</u> <u>WITPOORT</u>	-29.90506°	23.59109°	76	2,4 for 12hrs	TBC	TBC

\*TBC – to be confirmed

Contractor

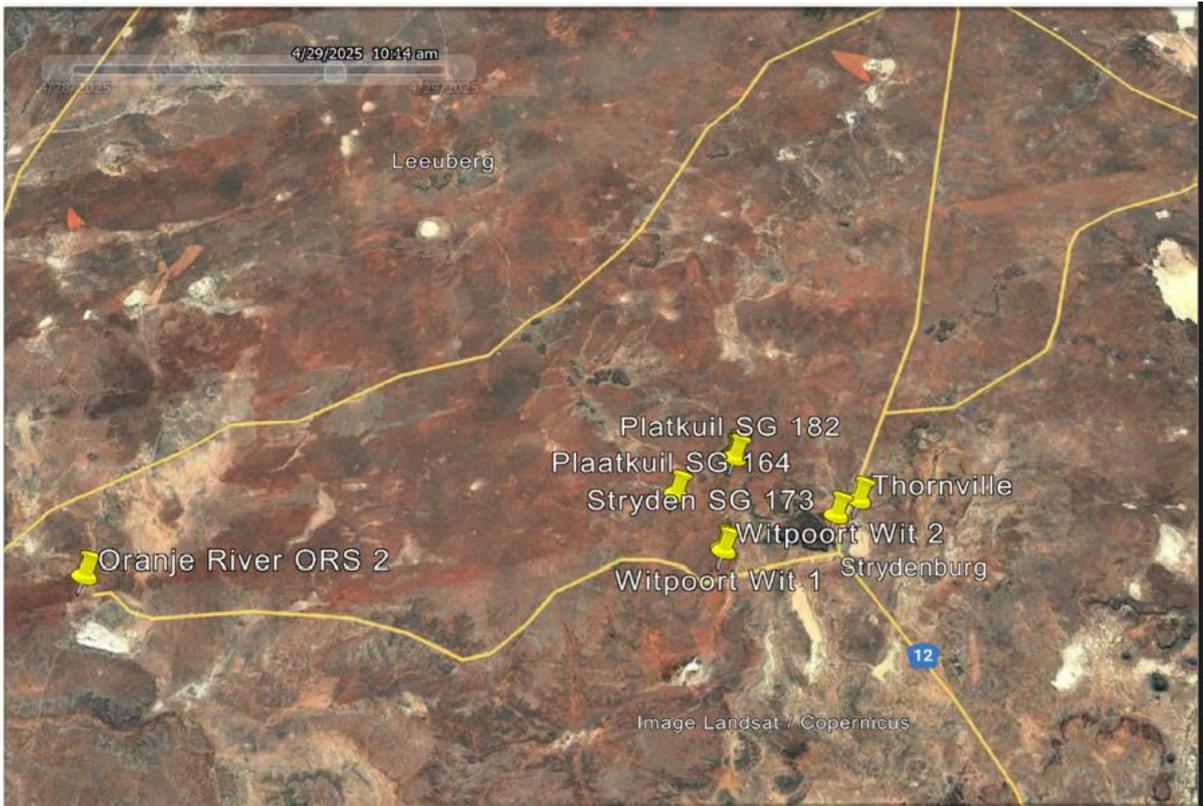
Witness 1

Witness 2

Employer

Witness 1

Witness 2



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Contractor

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Witness 1

[Empty box]

Witness 2

[Empty box]

Employer

[Empty box]

Witness 1

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Witness 2

