



DAWID KRUIPER MUNICIPALITY

JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON

TENDER NO.: TN004-2026

.....
NAME OF TENDERER:

R

.....
TOTAL AMOUNT (VAT INCLUDED)

PERIOD FOR COMPLETION.....MONTHS

.....
FEB 2026

COMPILED BY:

Dawid Kruiper Municipality
Private Bag X6003
UPINGTON
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DAWID KRUIPER MUNICIPALITY
JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON

TENDER NO.: TN004-2026

PARTICULARS OF TENDERER

1. TENDERER:
ADDRESS:
CONTACT PERSON:
TELEPHONE NUMBER:
FAX NUMBER:
2. BANK:
BRANCH:
CHEQUE ACCOUNT NUMBER:
CONTACT PERSON:
TELEPHONE NUMBER:
3. BANK RATING:
4. PERFORMANCE SECURITY:
BRANCH -CONTACT PERSON:
TELEPHONE NUMBER:
5. VAT REGISTRATION NUMBER:
6. CIDB REGISTRATION NUMBER:

.....
SIGNATURE OF TENDERER

.....
DATE

DAWID KRUIPER MUNICIPALITY
JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON

TENDER NO.: TN004/2026

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DAWID KRUIPER MUNICIPALITY
JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON
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PART T1: TENDERING PROCEDURES

- T1.1 Tender Notice and Invitation to Tender**
- T1.2 Tender Data**

DAWID KUIPER MUNICIPALITY
JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON
TENDER NO.: TN004/2026

T1.1: TENDER NOTICE AND INVITATION TO TENDER

Dawid Kruiper Municipality



TENDER: TN004/2026

JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON

TENDER NOTICE AND INVITATION TO TENDER

Dawid Kruiper Municipality invites tenderers from Civil Engineering Contractors for tender **TN004/2026: JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON.**

It is estimated that tenderers must have a CIDB contractor grading designation of 3CE or higher. Only tenderers who satisfy the eligibility criteria and responsiveness criteria stated in the Tender Conditions and Tender Data and special conditions are eligible to submit tenders.

Standard Procurement and Supply Chain Management Policies of Dawid Kruiper Municipality, including Specific Contract Participation Goals and the regulations promulgated under this act and functionality criteria as stipulated in the tender document shall apply in the adjudication and awarding of the tender.

Tender documents will be available on request/reservation only and interested tenderers must email Curtley Scheepers at curtley.scheepers@dkm.gov.za to reserve a tender document.

Tender documents will be available electronically.

Queries relating to these documents may be addressed directly to Mr. Garren Nel per e-mail garren.nel@dkm.gov.za

The closing time for receipt of tender is **14h00** on Friday, **06 February 2026**. Sealed tenders, endorsed with the corresponding tender number and description, must be placed in the tender box at the Dawid Kruiper Municipality, Civic Centre, Mutual Street, Upington.

DAWID KRUIPER MUNICIPALITY
JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON
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T1.2: TENDER DATA

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (refer: www.cidb.org.za) and included as Appendix A in this document.

The Standard Conditions of Tender make several references to the Tender Data. 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.

Clause	Wording
F.1.1	The employer is DAWID KRUIPER MUNICIPALITY
F.1.2	<p>The tender documents issued by the employer comprise:</p> <p>PART T2: RETURNABLE DOCUMENTS</p> <p>T2.1: List of Returnable Documents</p> <p>T2.2: Returnable Schedules</p> <p>PART C1: AGREEMENTS AND CONTRACT DATA</p> <p>C1.1: Form of Offer and Acceptance</p> <p>MBD7.1 Contract Form (Part 1 and 2)</p> <p>C1.2: Contract Data (Part 1 and 2)</p> <p>C1.3: Performance Guarantee</p> <p>C1.4: Occupational Health and Safety Agreement</p> <p>C1.5: Disclosure Statement</p> <p>C1.6: Adjudication Board Member Agreement</p> <p>PART C2: PRICING DATA</p> <p>C2.1: Pricing Instructions</p> <p>C2.2: Bills of Quantities</p> <p>C2.3: Daywork Schedule</p> <p>PART C3: SCOPE OF WORK</p> <p>C3.1 Description of the Works</p> <p>C3.2 Engineering</p> <p>C3.3 Procurement</p> <p>C3.4 Construction</p> <p>C3.5 Management</p> <p>C3.6 Occupational Health and Safety Specification</p> <p>C3.7 Annexes</p>

Item	Addition or Variation to Standard Conditions of Tender
1	The Tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English."
2	<p>The following publications form part of the contract documents, but is not supplied by the employer:</p> <ul style="list-style-type: none"> The document "<i>General Conditions of Contract 2015 Third Edition (GCC 2015)</i>" <p>Tenderers, Contractors and Sub-contractors shall obtain their own copies of this document for tendering purposes and for use for the duration of the Contract from the General Conditions of Contract 2015 Third edition</p> <p>All international standard specifications and codes listed and referenced in the Project and Particular Specifications.</p>
3	Request clarification of the tender documents, if necessary, by notifying the Employer's official or the Employer's agent indicated in the tender notice and invitation to tender in writing at least three working days before the closing time.
4	The Employer does not provide insurance. The Contractor is responsible for providing full insurance cover for the contract.
5	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.
6	No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.
7	Only authorised signatories may sign the original and all copies of the tender offer where required.
8	A two-envelope procedure will NOT be followed.
9	<p>The closing time and location for the submission of tender offers are:</p> <p>Closing date and time: 06 February 2026 @ 14:00, Submitted manually at the tender box at Dawid Kruper Municipality Head Office</p>
10	<p>The tender offer validity period is 120 days.</p> <p>If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.</p>
11	<p>Accept that if requested, the Tenderer 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 Tenderer's banker or guarantor(s) as indicated in the tender 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 required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.</p>
12	<p>The following certificates/information are to be provided with the tender offer:</p> <ul style="list-style-type: none"> (a) Tax clearance certificate or Tax Compliance Status Pin Issued. (b) Certified copy of VAT Registration Certificate (c) Proof of CIDB Registration (d) Certified copies of Curricula Vitae of all supervisory and safety personnel (e) Pro-forma Certificate of Insurance cover
13	Respond to a request for clarification received up to three working days before the Tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents within three working days of the same date.
14	<p><i>Tender evaluation process:</i></p> <p>Check responsive tender offers for arithmetical errors, omissions and discrepancies.</p>

Item	Addition or Variation to Standard Conditions of Tender									
	<p>Correcting arithmetical errors, omissions and discrepancies in the following manner:</p> <p>(a) Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p> <p>(b) Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers for:</p> <p>i) The gross misplacement of the decimal point in any unit rate;</p> <p>ii) Omissions made in completing the pricing schedule or bills of quantities; or</p> <p>ii) Arithmetic errors in:</p> <ul style="list-style-type: none">• Line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or• The summation of the prices. <p>(c) Notify the tenderer of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.</p> <p>(d) Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <p>i) If Bills of Quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</p> <p>ii) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p>									
15	<p>Specific Goals:</p> <p>The 80/20 preference points system for acquisition of services, works or goods with a Rand value above R 2 million.</p> <p>a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value greater than R 2 000 000 (all applicable taxes included):</p> $Ps = 80 \times \left[1 - \frac{Pt - Pmin}{Pmin} \right]$ <p>Where:</p> <p><i>Ps</i> = Points scored for price of tender under consideration;</p> <p><i>Pt</i> = Price of tender under consideration; and</p> <p><i>Pmin</i> = Price of lowest acceptable tender.</p> <p>A maximum of 20 points may be awarded to a tenderer for preference.</p>									
16	<p>Scoring preference:</p> <p>Preference points will be awarded to a tenderer accordance with the table below:</p> <table><tr><th>Specific Goal</th><th>Point allocation</th><th>Weighting</th></tr><tr><td>Location</td><td>Max 20 points allocated for Tenderer located in South Africa.</td><td>20 Points</td></tr><tr><td></td><td></td><td></td></tr></table>	Specific Goal	Point allocation	Weighting	Location	Max 20 points allocated for Tenderer located in South Africa.	20 Points			
Specific Goal	Point allocation	Weighting								
Location	Max 20 points allocated for Tenderer located in South Africa.	20 Points								
17	The successful tenderer shall receive one copy of the signed contract.									

F.3.11.8	<p>Add the following:</p> <p>Points will be awarded to tenderers who are eligible for preferences in terms of MBD 6.1: Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022, where preferences are granted in respect of specific goals.</p> <p>The terms and conditions of MBD 6.1 (Schedule 24) shall apply in all respects to the tender evaluation process and any subsequent contract.</p> <p><u>Points for Preference</u></p> <p>A maximum of 100 minus W_1 tender evaluation points will be awarded for preference to tenderers with responsive tenders, who are eligible for such preference, in accordance with the criteria listed below.</p> <p>Up to 20 tender evaluation points (N_P) will be awarded for Specific Goals.</p> <p><u>Locality</u></p> <p>The locality of the tenderer will contribute a maximum of 20 preference points, in accordance with the tables below:</p> <table border="1" data-bbox="341 976 1406 1048"> <tr> <th>Locality of supplier</th><th>Number of Points (N_P)</th></tr> <tr> <td>Within boundaries of South Africa</td><td>20</td></tr> </table>	Locality of supplier	Number of Points (N_P)	Within boundaries of South Africa	20
Locality of supplier	Number of Points (N_P)				
Within boundaries of South Africa	20				
F.3.11.9	<p>FUNCTIONALITY</p> <p><i>Replace this clause with the following:</i></p> <p>Score quality in each of the categories in accordance with the tender data, and calculate the total score for quality as detailed in the table below:</p> <p><u>QUALITY SCORING CRITERIA</u></p> <p>Tenderers are to submit information in respect of the following criteria, upon which they will be scored for Quality. Failure to submit the relevant information will result in zero scores. Information not already catered for under Returnable Documents is to be inserted under Appendix B “Supporting Documentation”. The tenderer is required to pass the functionality, in order to be considered for further evaluation</p> <p><u>EVALUATION</u></p> <p>1.1. TECHNICAL / FUNCTIONALITY EVALUATION</p> <p>To be eligible to tender, potential service providers will have to achieve a minimum total of 70 points out of 100 for their technical / functionality proposals.</p>				

1.1.1. Scoring Process

The Technical / Functional Evaluation Task Team will be established to determine the following:

- Whether or not the Bidder submitted relevant projects as requested.
- The quality of the methodology proposed including risk identification, mitigation and management.
- The qualifications and experience of the key staff proposed.
- The Bidders financial ability.

No alteration of technical / functionality proposals will be permitted after the deadline for receipt of bids. Questions may be asked for clarification needed to evaluate their proposals, but bidders would not be permitted to change the substance or price of their bids after bid opening. Requests for clarification and the bidder's responses would be made in writing. No interviews will be conducted in this regard.

Functionality Documentation must either be attached to the applicable Returnable Schedule as stated below or can be bound into a separate volume and clearly referenced to in each of the applicable schedules. **If the functionality document is not attached to the page or clearly referenced it will be deemed not to have been included.**

1.1.2. The score for the Technical / Functionality Evaluation will be calculated in accordance with the table below:

TECHNICAL / FUNCTIONALITY POINTS (100)		
Similar works completed	30	Provide information on similar projects completed as submitted in returnable Schedule 9: Schedule of Work experience
Methodology	20	Provide a detailed method statement (incl. programme of works & organogram), as to how your company will complete the works. Also include risk identification, mitigation, and management. To be attached in returnable Appendix B "Supporting Documentation" .
Project Team Qualifications	30	Provide information that you have suitably qualified employees who are in the employ of your company. Provide copies of their CV's and qualifications as Schedule 10: Details of Contracts Manager, Site Agent, General Foreman .
Financial Capacity	20	Financial Ability, Provide Current Bank Rating in Returnable to the amount of the project value (minimum bank rating of "C") Appendix B "Supporting Documentation" .
TOTAL POINTS	100	<i>Minimum total points required = 70</i>
N.B.: Kindly attach the required supporting documents as requested in the table above and criteria below to this bidding document as annexures to the returnable schedules. Failure to submit such information will render your bid invalid. If it is found during evaluation that any of the information provided is untrue the tender will be disqualified, further if after award that any of the information provided is untrue the Contract will be terminated.		

1.1.3. Details of Scoring Criteria

The following scoring criteria will be applied in the evaluation of technical proposals for each category stated above.

1.1.3.1. Similar work completed

Tenderers must provide details of works previously completed in returnable **Schedule 9: Schedule of Work Experience** and or additional information in returnable **Appendix B “Supporting Documentation”**. The related work experience will be evaluated as follows:

Scoring	Points	
Unacceptable	0	No relevant project experience
Poor	10	One maintenance works on water retaining structures completed
Good	20	Two maintenance works on water retaining structures completed
Excellent	30	Three or more maintenance works on water retaining structures completed
Total Points	30	

1.1.3.2. Methodology

A methodology for the project must be attached to returnable **Appendix B “Supporting Documentation”**. The Methodology must touch on the following aspects:

- i) A Detailed Technical Approach plan and Construction Program must be provided which covers all major aspects of the work to be performed.
- ii) Safety Aspects must be addressed and the tenderer must provide ways in which typical safety hazards will be mitigated.
- iii) Environmental Aspects must be addressed; the tenderer must provide ways in which typical environmental hazards will be mitigated.
- iv) The work which the tenderer wishes to sub-contract (if any) must be detailed and if the sub-contractor's work is very specialized, a methodology and program of the subcontractor's work based on the items above must also be provided. (This information will also be used to evaluate the criteria below)

Scoring	Points	Technical approach and methodology
Unacceptable	0	Methodology is poor / unlikely to satisfy project objectives. Bidder may have misunderstood certain aspects of the scope of works. Bidder does not deal with the critical aspects.
Poor	5	Methodology is generic and not tailored to address the specific project objectives. Does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed is too generic.

Good	10	Methodology is specifically tailored to address the specific project objectives and methods of work. Is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk is specifically tailored to the critical characteristics of the project.
Excellent	20	The most important issues are exceptionally approached in an innovative and efficient way. Approach paper details ways to improve the project outcomes and the quality of the outputs. Risks are identified and management and mitigation measures are discussed.
Total Points	20	

1.1.3.3. Project Team Qualifications

The following members of the Project team, as submitted in **Schedule 10: Details of Contracts Manager, Site Agent, General Foreman of Tenderer**, are required to submit their CV's and **certified qualifications** in the tender document in returnable **Appendix B "Supporting Documentation"**.

1.1.3.3.1. Contract Manager

Scoring	Points	Contracts Manager
Unacceptable	0	No qualifications attached.
Good	5	National Diploma / Diploma (NQF Level 6) in Civil Engineering.
Excellent	10	BSc / B.Eng / B-Tech / Advanced Diploma in Civil Engineering.
Total Points	10	

1.1.3.3.2. Site Agent/ Supervisor

Scoring	Points	Site Agent/ Supervisor
Unacceptable	0	No qualifications attached.
Good	5	National Diploma / Diploma (NQF Level 6) in Civil Engineering.
Excellent	10	BSc / B.Eng / B-Tech / Advanced Diploma in Civil Engineering.
Total Points	10	

1.1.3.3.3. General Foreman

Scoring	Points	General Foreman
Unacceptable	0	No qualifications attached.
Excellent	10	Higher Certificate in Building and or Construction works
Total Points	10	

1.1.3.4. Tenderer's Financial Standing

Tenderers must provide a current bank rating certificate to the value of the tendered amount of the bid submitted, from their banking institution and attach it to the returnable **Appendix B "Supporting Documentation"**. For the Tenderers financial standing a minimum number of 10 points is required for the bid to be considered further.

	<table><tr><th>Scoring</th><th>Points</th><th>Tenderer's Financial Standing</th></tr><tr><td>Unacceptable</td><td>0</td><td>D / E Bank Rating</td></tr><tr><td>Satisfactory</td><td>10</td><td>C Bank Rating</td></tr><tr><td>Good</td><td>15</td><td>B Bank Rating</td></tr><tr><td>Very Good</td><td>20</td><td>A Bank Rating</td></tr><tr><td>Total Points</td><td>20</td><td>Minimum points required = 10</td></tr></table>	Scoring	Points	Tenderer's Financial Standing	Unacceptable	0	D / E Bank Rating	Satisfactory	10	C Bank Rating	Good	15	B Bank Rating	Very Good	20	A Bank Rating	Total Points	20	Minimum points required = 10
Scoring	Points	Tenderer's Financial Standing																	
Unacceptable	0	D / E Bank Rating																	
Satisfactory	10	C Bank Rating																	
Good	15	B Bank Rating																	
Very Good	20	A Bank Rating																	
Total Points	20	Minimum points required = 10																	
F.3.13.1	<p>Tender offers will only be accepted if:</p> <p>a) The offer section of the “Form of Offer and Acceptance” (Part C1.1) is fully completed and signed;</p> <p>b) The tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</p> <p>c) The tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges on date of submission;</p> <p>d) The tenderer or any of its directors is not listed in 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; and</p> <p>e) The tenderer has not:</p> <p>i) Abused the Employer’s Supply Chain Management System; or</p> <p>ii) Failed to perform on any previous contract and has been given a written notice to this effect; and</p>																		
	<p>iii) has completed the Compulsory Enterprise Questionnaire (MBD 4 form) and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially comprise the tender process.</p> <p>f) Any Subcontractor to also comply with the above regulation in completing the required MBD 4 form.</p>																		
F.3.18	The number of paper copies of the signed contract to be provided by the Employer is 1																		
	<p>The additional conditions of tender are:</p> <p>1. Prices must be valid for 120 days and must be inclusive of VAT</p> <p>2. Proof of CIDB registration in 3CE higher is required.</p> <p>3. The lowest or any tender will not necessarily be accepted.</p>																		
F.4.17	<p>Minimum Wages</p> <p>The Tender is drawn to the fact that minimum wage of R259.11 per day must be paid to labour.</p>																		
F.4.18	<p>Time for Payment to Contractor</p> <p>Payment to contractor for works done must be made 30 days after measurement of Works by client</p>																		
F.4.19	<p>Job Creation Reporting for EPWP</p> <p>In order to assist the Employer in complying with the goals of creating EPWP job opportunities, the Contractor must provide the following information for reporting purposes:</p>																		
F.4.19.1	<p>Type of project data required per project</p> <p>Every EPWP project shall collect and keep specific project data for the purpose of EPWP progress reporting. <i>The data that is required to be kept and maintained for each project includes:</i></p>																		
F.4.19.1.1	<p>Beneficiary data</p> <p>A beneficiary list must be maintained for every project. The data required in this beneficiary list is indicated below. This data shall be recorded, checked and signed off by the Contractor on a weekly basis, and shall be submitted to the Employer at each monthly site meeting. The beneficiary list shall contain the following data and shall be kept and maintained on site for</p>																		

	<p>audit purposes:</p> <ul style="list-style-type: none"> (a) Beneficiary identity – name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book (or other unique identifier). (b) Beneficiary profiles – nationality, gender, age, education level and disability status. (c) Monthly work data for beneficiaries – daily wage to be received, number of calendar days training attended and number of calendar days worked.
F.4.19.1.2	<p>Project work data</p> <p>This generally seeks to confirm the number of people at work daily on the project. The following data must be recorded and maintained on site by the Contractor, in order that it can be provided by the Employer to the National Department of Public Works upon request when the latter is undertaking sample auditing. The documentation that should be kept includes:</p> <ul style="list-style-type: none"> (a) Daily attendance register – register for each day showing all the workers that were registered as being at work on that day. Attendance registers shall be completed on site on a daily basis and signed off by the Contractor on a weekly basis. (b) Summary of monthly attendance.
F.4.19.1.3	<p>Project payment data</p> <p>This generally seeks to confirm what was paid, for how much work and to whom. It is required that the Contractor adopt one of the following methods as standard procedure for recording and maintaining this information:</p> <ul style="list-style-type: none"> (a) Payment register – this is a list of the workers showing the wages paid to each worker, and signed off by each worker as proof of receipt and acceptance of payment. Information on this register must include the name of the worker, either an identity number or other unique identifier, the number of calendar days that the pay period covers, the wage rate and the total wages paid. <p>Alternatively,</p> <ul style="list-style-type: none"> (b) Bank records showing the transfers to each worker account, signed off by the Contractor as proof of payment – these bank records must specifically show the name of the worker, either an identity number or other unique identifier, the period which the pay covers and the total wages paid. <p><i>The project payment data, as recorded and maintained by the Contractor in terms of either (a) or (b) above, must be available and applicable for the entire period for which the Employer claims an incentive reward for person-days of work created in terms of the project.</i></p>
F.4.19.1.4	<p>Employment output data</p> <p>The Contractor shall submit to the Employer at each monthly site meeting the data necessary to enable the Employer to calculate the following employment output data:</p> <ul style="list-style-type: none"> (a) Number of work opportunities created (where <u>one</u> work opportunity = paid work created for <u>one</u> individual on an EPWP project, for <u>any</u> period of time). (b) Number of person-days of work created (where <u>one</u> person-day = <u>one</u> day of work carried out by <u>one</u> individual). The total number of person-days of work created on a particular EPWP project shall be obtained by summing the total number of person-days worked by each individual employed during the course of that EPWP project. (c) Number of Full Time Equivalents (FTEs) created (= total number of person-days of work created on the EPWP project divided by 230 working days). In terms of EPWP policy, <u>one</u> year of work created for <u>one</u> individual is assumed to comprise a total of 230 days of paid work carried out by that individual.

	<p>(d) Average duration of work opportunities created (= total number of person-days of work created on the EPWP project divided by the number of work opportunities created on that EPWP project).</p> <p>(e) Average daily wage rates paid (= accumulated total of the wages paid to all individuals employed on an EPWP project divided by the total number of person-days of work created on that EPWP project).</p>
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JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON
TENDER NO.: TN004/2026

PART T2: RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

DAWID KRUIPER MUNICIPALITY
JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON
TENDER NO.: TN004/2026

T2.1: LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable documents are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

**T2.1.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES
(included hereafter for completion)**

Schedule: 1	MBD Forms (MBD 1, MBD 4, MBD5, MBD 6.1, MBD 7.1, MBD 8, MBD 9)
Schedule: 2	(No Schedule 2)
Schedule: 3	Compulsory Enterprise Questionnaire
Schedule: 4	Authority of Signatory
Schedule: 5	Certificate of Authority for Joint Ventures
Schedule: 6	Personnel Schedule
Schedule: 7	Pro-forma Certificate of Insurance Cover
Schedule: 8	Schedule of Plant and Equipment available for the Contract
Schedule: 9	Schedule of Work Experience
Schedule: 10	Certified copies of curricula vitae of all supervisory and safety personnel
Schedule: 11	Cashflow projection and Indicative Program
Schedule: 12	Program and Monthly Expenditure
Schedule: 13	Schedule of Proposed Subcontractors
Schedule: 14	Proposed Training Institutions
Schedule: 15	Proposed Amendments and Qualifications
Schedule: 16	Certificate of Attendance at Clarification Meeting
Schedule: 17	CSD Registration
Schedule: 18	Certified copy of COIDA registrations (Worksman's Compensation)
Schedule: 19	Health and Safety Plan
Schedule: 20	Quality Assurance Plan
Schedule: 21	A: Certificate of Contractors Registration issued by the CIDB B: Tender Entity Identification (Certificate of Incorporation) C: Audited Financial Statement (if >R10 million incl. VAT) D: Contracts to Organs of State (if >R10 million incl. VAT)

T2.1.2**OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**

(append to relevant schedule in document or attach separately to Appendix B of this document)

- Proof that the bidder is registered at National Treasury's Central Suppliers Data Base (CSD). Append to Schedule 17
- Proof of Authority of Signatory – Append to Schedule 4
- Certificated copy of the Certificate of Incorporation of his/her company, finding statements if a closed corporation or a certified copy of the partnership agreement if a partnership. Append to Schedule 21B
 In the case of a Joint Venture between two or more firms, a certified copy of the Joint Venture Agreement and proof of the existence of each member as required above. – Append to Schedule 21 B
- Joint Venture Agreement, if applicable – Append to Schedule 5
- Curriculum Vitae of Key-personnel – Append to Schedule 10
- Audited financials for the past three years or since the establishment of the enterprise, if required by law to produce annual financial statements (if >R10 Million incl. VAT); Append to Schedule 21 C
- Particulars of any contracts awarded by an organ of state during the last five years including particulars of any material non-compliance or dispute concerning their execution over this period (if >R10 Million incl. VAT); – Append to Schedule 21 D

T2.1.3**RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached with submission)**

Schedule: 21 Record of Addenda to Tender Documents

Schedule: 22 Declaration Concerning Fulfilment of the Construction Regulations, 20

Part C1**OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)**

C1.1 The Offer portion of the Form of Offer and Acceptance

MBD 7.1 Contract Form (Purchase of Goods)

C1.2 Contract Data (Part 2)

C1.3 Performance Guarantee (Pro Forma)

C1.4 Occupational Health and Safety Agreement

C1.5 Pro Forma EPWP Contract of Employment

C2.2 Bills of Quantities

C2.3 Daywork Schedule

DAWID KRUIPER MUNICIPALITY
JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON

TENDER NO.: TN004/2026

SCHEDULE 1 : MBD FORMS

MBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DAWID KRUIPER MUNICIPALITY

BID NUMBER:	TN004/2026	CLOSING DATE:	06 FEBRUARY 2026	CLOSING TIME:	14:00
-------------	-------------------	---------------	-------------------------	---------------	--------------

DESCRIPTION	JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON
-------------	---

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS)

DAWID KRUIPER MUNICIPALITY

CIVIC CENTRE

MUTUAL STREET

UPINGTON

8800

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	

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 PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Management Chain	CONTACT PERSON	Garren Nel
CONTACT PERSON	Mary Marabi	TELEPHONE NUMBER	076 682 3691
TELEPHONE NUMBER	054-338-7436	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER		E-MAIL ADDRESS	garren.nel@dkm.gov.za
E-MAIL ADDRESS	mary.marabi@dkm.gov.za		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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 ABOVE.</p>

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

- 3.1 Full Name of bidder or his or her representative:
- 3.2 Identity Number:
- 3.3 Position occupied in the Company (Director, trustee, shareholder²)
- 3.4 Company Registration Number:
- 3.5 Tax Reference Number:
- 3.6 VAT Registration Number:
- 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

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

3.8.1 If yes, furnish particulars.

.....
.....

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

3.9.1 If yes, furnish particulars

.....
.....

*

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.
- (g) ² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises

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

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

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

3.13 Are any spouse, child or parent of the company's director's trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
3.13.1 If yes, furnish particulars.
.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**
3.14.1 If yes, furnish particulars:
.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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 **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 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
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

- 1.6 The 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:

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

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: 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Locality	Points (80/20)
Within the boundaries of Republic of South Africa	20.00

Proof of Evidence to submit to claim preference points:

- **Where the tenderer is the owner of the property or the business: A Municipal account registered in the name of the tenderer not older than 3 months must be submitted.**
- **Where the tenderer is not the owner of the property of the business, a valid lease Agreement signed by both parties must be submitted.**
- **Where the tenderer does not comply to bullet 1 or 2, An original Sworn Affidavit must be submitted, stating reason to why not having a Municipal account**

Tenderers failing to submit proof of required evidence to claim preferential points for specific goals – NO POINTS WILL BE ALLOCATED

- **May only score in terms of the 80 / 90 points formula for price**

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME :
DATE:
ADDRESS :

CONTRACT FORM - PURCHASE OF GOODS/SERVICES

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

CONTRACT FORM - PURCHASE OF GOODS/SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	<i>BRAND</i>	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the Tenderer or any of its directors listed on the National Treasury database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the Tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

4.5	Was any contract between the Tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

Note:

Where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act and attach it to this schedule

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

DAWID KRUIPER MUNICIPALITY

JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON

TENDER NO.: TN004/2026

SCHEDULE 3 : COMPULSORY ENTERPRIZE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

* Insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

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

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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

* Insert separate page if necessary

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

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

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

* The schedule should be used where tenders are subject to the local Government: Municipal Finance Management Act

DAWID KRUIPER MUNICIPALITY
JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON
TENDER NO.: TN004/2026

SCHEDULE 4: AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category and attach any supporting documentation to the relevant schedule.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I,, chairperson of the board of directors of
, hereby confirm that by resolution of the board
 (copy attached) taken on 20..., Mr/Ms
 acting in the capacity of, was authorized to sign all documents in
 connection with this tender and any contract resulting from it on behalf of the company.

As witnesses:

- | | |
|---------|------------------|
| 1. | Chairman : |
| 2. | Date : |

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as
 hereby authorize Mr/Ms,
 acting in the capacity ofto sign all documents in connection
 with the tender for Contractand any contract resulting from it on
 our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms
, authorized signatory of the company
, acting in the capacity of lead partner, to sign all documents in
 connection with the tender offer for Contract and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for Sole Proprietor

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

As witnesses:

1. _____ Signature: Sole owner : _____
 2. _____ Date : _____

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as
 hereby authorize Mr/Ms
 acting in the capacity of, to sign all documents in connection with the tender for
 Contract and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

DAWID KRUIPER MUNICIPALITY
JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON
TENDER NO.: TN004/2026

SCHEDULE 5: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES
--

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms
, authorised signatory of the company, close corporation or partnership
, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		<div style="padding: 5px;"> Signature Name Designation </div>
		<div style="padding: 5px;"> Signature Name Designation </div>
		<div style="padding: 5px;"> Signature Name Designation </div>

NOTE: A copy of the Joint Venture Agreement showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

DAWID KRUIPER MUNICIPALITY
JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON
TENDER NO.: TN004/2026

SCHEDULE 6: PERSONNEL SCHEDULE		
Job Description	Number of Non-Local Labour to be Employed on the Contract	Number of Local Labour to be Employed on the Contract
Contract Manager		
Site Agent		
Quantity Surveyor		
Surveyors		
General Foreman		
Foremen		
Community Officers		
Clerks		
Operators		
Bricklayers		
Learner Bricklayers		
Steel fixers		
Watchmen		
Gang Bosses		
Pipe Layers		
Labourers		
* Other		
* Other		
* Other		

* To be filled in by Tenderer

Signed Date

Name Position

Tenderer Company Name

DAWID KRUIPER MUNICIPALITY
JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON
TENDER NO.: TN004/2026

SCHEDULE 7: LABOUR CONTENT

The minimum Labour Content for this Project shall be 9% calculated as the amount spend on labour wage divided by the total value of the project. The minimum job creation targets on the project shall be:

	Total	Women	Youth	Disabled
Work Opportunities	5	3	5	0
Person Days	330	198	132	0
Training Days	15	5	5	5

The tenderer must complete a standard table reflecting the labour force anticipated to be employed on this contract, including labour employed by sub-contractors. The Specified target value is 9%

Type of Labour	Person-Days	Minimum Wage Rate per unit	Total Wage Cost (Excl. VAT)
Permanent Staff			
Temporary Staff			
SMME/HDEs Labour			
Total Percentage			

Notes to Tenderer:

- (1) Labour is defined as hourly paid personal
- (2) The penalty for non-compliance during the contract or fraudulent disclosure is discussed in Clause 12

DAWID KRUIPER MUNICIPALITY
JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON
TENDER NO.: TN004/2026

**SCHEDULE 8: SCHEDULE OF PLANT AND EQUIPMENT
AVAILABLE FOR THE CONTRACT**

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

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

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

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

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer Company Name

DAWID KRUIPER MUNICIPALITY
JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON
TENDER NO.: TN004/2026

SCHEDULE 9: SCHEDULE OF WORK EXPERIENCE

The tenderer shall insert in the spaces provided below a list of the tenderer's past work experience in terms of similar block paved projects successfully completed. The value and scale of the projects indicated for these purposes must be supplied together with any other relevant information requested.

Listed projects with invalid or incorrect contact details for the employer and information not supplied in the format as requested below will **NOT** be evaluated and the tenderer will score **NO** eligibility points in this regard.

Employer (Name and Contact No)	Consulting Engineer (Name and Contact No)	Similar projects (Tenderer need to identify the type of work in a short description)	Value of Work (incl. VAT) (R million)	Date completed (Month and Year)

Signed Date

Name Position

Tenderer Company Name

ATTACH PROOF TO THIS PAGE OR TO APPENDIX B AT END OF THE TENDER DOCUMENT.

DAWID KRUIPER MUNICIPALITY
JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON
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SCHEDULE 10: DETAILS OF KEY-PERSONNEL'S EXPERIENCE

The tenderer shall set out in the tables hereafter details of the relevant experience in similar successfully completed projects of the persons identified for each listed position. **A comprehensive CV must also be provided with this bid, for each of the key-personnel.**

Note: One person only to qualify for each of the positions listed below. The key personnel to be used in this regard will be subject to the approval of the Employer prior to the commencement date of the contract. Should any of the persons identified not be available for the position which they are indicated for, then a suitable candidate with equal or superior tertiary qualification and/or relevant experience than that of the person which he/she replaces shall be used for every such position.

Contact's Manager	NAME: _____ TERTIARY QUALIFICATION _____			
	Project Description	Position held	Value of work (Incl. VAT) (R million)	Year completed

Site Agent/ Supervisor: Requirement Name	NAME: _____ TERTIARY QUALIFICATION _____			
	Project Description	Project Type	Value of work (Incl. VAT) (R million)	Year completed

General Foreman	NAME:			
Contact Requirement	TERTIARY QUALIFICATION			
	Project Description	Position held	Value of work (Incl. VAT) (R million)	Year completed

Signed Date

Name Position

Tenderer Company Name

ATTACH PROOF TO THIS PAGE OR TO APPENDIX B AT END OF THE TENDER DOCUMENT.

DAWID KRUIPER MUNICIPALITY
JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON
TENDER NO.: TN004/2026

SCHEDULE 11: PROJECT METHODOLOGY

The tenderer shall attach to this schedule the proposed Project Methodology Plan which will be implemented to effectively ensure quality control and compliance with the specified standards and requirements of this contract.

The tenderer shall also take into account the additional requirements stated in Part C3: Scope of Work when drawing up the Project Methodology Plan for the contract.

Note: Where the entity tendering is a joint venture, one Quality Assurance Plan on behalf of the joint venture is adequate for these purposes.

Signed Date

Name Position

Tenderer..... Company Name

ATTACH METHODOLOGY TO THIS PAGE OR TO APPENDIX B AT END OF THE TENDER DOCUMENT.

SCHEDULE 12: PROGRAM & ESTIMATED MONTHLY CASH-FLOW

Tenderers that fail to supply the information requested in this schedule with their tender offers and in this format will score **NO** eligibility points in this regard.

Month	Value (Rand)
1 st	R
2 nd	R
3 rd	R
SUBTOTAL	R
CONTINGENCIES (10%)	R
SUBTOTAL	R
VAT (15%)	R
TOTAL	R Incl. VAT

ATTACH PROGRAM TO THIS PAGE OR TO APPENDIX B AT END OF THE TENDER DOCUMENT.

DAWID KRUIPER MUNICIPALITY
JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON
TENDER NO.: TN004/2026

SCHEDULE 13: PROPOSED SUBCONTRACTORS

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

[We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builder Registration Council.]

No.	Name and Address of Proposed Subcontractor	Nature and Extent of Work	Previous Experience with Subcontractor
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Please Note: All subcantractors must complete and submit MBD 4 prior to the commencement of the project.

Signed Date

Name Position

Tenderer Company Name

DAWID KRUIPER MUNICIPALITY
JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON
TENDER NO.: TN004/2026

SCHEDULE 14: PROPOSED TRAINING INSTITUTIONS

Name of Training Institution:.....

Name of Programme:.....

Trainers Name	Qualification	Subject

Name of Training Institution:.....

Name of Programme:.....

Trainers Name	Qualification	Subject

Note to tenderer:

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

Signed Date

Name Position

Tenderer Company Name

DAWID KRUIPER MUNICIPALITY
JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON
TENDER NO.: TN004/2026

SCHEDULE 15: PROPOSED AMENDMENTS AND QUALIFICATIONS
--

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

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

Page	Clause or Item	Proposal

Signed Date

Name Position

Tenderer Company Name

**DAWID KRUIPER MUNICIPALITY
JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON**

TENDER NO.: TN004/2026

SCHEDULE 17: CSD REGISTRATION

DAWID KRUIPER MUNICIPALITY
JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON
TENDER NO.: TN004/2026

SCHEDULE 19: HEALTH AND SAFETY PLAN
--

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

The tenderer shall attach to this schedule a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations.

Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The tenderer shall also take into account the additional requirements stated in Part C3: Scope of Work when drawing up the Health and Safety Plan for the contract.

Tenderers that fail to supply the information requested in this schedule with their tender offers will score **NO** eligibility points in this regard.

Note: Where the entity tendering is a joint venture, one Health and Safety Plan on behalf of the joint venture is adequate for these purposes and the score awarded for it will be based on the same criteria than that for a sole partner entity.

Details of the Health and Safety Plan shall be appended to this Schedule.

Number of sheets appended by the tenderer to this Schedule (if nil, enter NIL).

Signed Date

Name Position

Tenderer Company Name

DAWID KRUIPER MUNICIPALITY
JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON
TENDER NO.: TN004/2026

SCHEDULE 20: QUALITY ASSURANCE PLAN
--

The tenderer shall attach to this schedule the proposed Quality Assurance Plan which will be implemented to effectively ensure quality control and compliance with the specified standards and requirements of this contract.

The tenderer shall also take into account the additional requirements stated in Part C3: Scope of Work when drawing up the Quality Assurance Plan for the contract.

Note: Where the entity tendering is a joint venture, one Quality Assurance Plan on behalf of the joint venture is adequate for these purposes.

Details of the Quality Assurance Plan shall be appended to this Schedule.

Number of sheets appended by the tenderer to this Schedule (if nil, enter NIL).

Signed Date

Name Position

Tenderer Company Name

DAWID KRUIPER MUNICIPALITY
JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON
TENDER NO.: TN004/2026

SCHEDULE 21: CERTIFICATE OF CONTRACTOR'S REGISTRATION AND C) CERTIFIED COPY OF THE CONTRACTOR'S CERTIFICATE OF INCORPORATION

A. CERTIFICATE OF CONTRACTORS REGISTRATION ISSUED BY CIDB

.....

B. CERTIFIED COPY OF THE CERTIFICATE OF INCORPORATION

.....

C. AUDITED FINANCIAL STATEMENTS

Tenderers are referred to Clause F.2.18.1 and shall, on written request from the Employer, provide all the required documentation where a tender price inclusive of VAT **exceeds R10 million**.
Each party to a Consortium/Joint Venture shall provide a separate set of documents.

D. CONTRACTS TO ORGANS OF STATE OVER R10 MILLION

.....

Signed Date

Name Position

Tenderer Company Name

ATTACH PROOF TO THIS PAGE OR TO APPENDIX B AT END OF THE TENDER DOCUMENT.

**DAWID KRUIPER MUNICIPALITY
JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON**

TENDER NO.: TN004/2026

SCHEDULE 21 A: CERTIFICATE OF CONTRACTORS REGISTRATION ISSUED BY THE CIDB
--

The tenderer must attach to this page a copy of the certificate of contractor registration of his/her company, close corporation or partnership issued by the CIDB. In the case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

ATTACH PROOF TO THIS PAGE OR TO APPENDIX B AT END OF THE TENDER DOCUMENT.

**DAWID KRUIPER MUNICIPALITY
JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON**

TENDER NO.: TN004/2026

SCHEDULE 21 B: TENDER ENTITY IDENTIFICATION (Certificate of Incorporation)

DAWID KRUIPER MUNICIPALITY
JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON

TENDER NO.: TN004/2026

SCHEDULE 21 C: AUDITED FINANCIAL STATEMENTS
--

DAWID KRUIPER MUNICIPALITY
JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON

TENDER NO.: TN004/2026

SCHEDULE 21 D: CONTRACTS TO ORGANS OF STATE (IF >R10 MILLION INCL. VAT)

DAWID KRUIPER MUNICIPALITY
JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON
TENDER NO.: TN004/2026

SCHEDULE 22: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer..... Company Name

DAWID KRUIPER MUNICIPALITY
JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON

TENDER NO.: TN004/2026

SCHEDULE 23: DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

In terms of regulation 4(4) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

(Tick)

YES	
NO	

2. Indicate which approach shall be employed to achieve compliance with the Regulations.

(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - Specify:	
.....	
.....	
.....	
.....	
.....	

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

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

4. Provide details of proposed training (if any) that will be undergone:

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

5. List potential key risks identified and measures for addressing risks:

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

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period

(Tick)

YES	
NO	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1. ID NO:

(Name in Print):

2. ID NO:

(Name in Print):

DAWID KRUIPER MUNICIPALITY
JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON
TENDER NO.: TN004/2026

PART C1: AGREEMENT AND CONTRACT DATA

The General Conditions of Contract for Construction Works, Third Edition, 2015 have been compiled on the basis that the following supplementary documentation in the format of pro-Forms, once completed by the Party of Parties as relevant, shall form part of the Contract.

C1.1 Form of Offer and Acceptance

MBD 7.1 Contract Form (Part 1 – Bidder & Part 2 Purchaser)

C1.2 Contract Data

C1.3 Performance Guarantee

C1.4 Occupational Health and Safety Agreement

C1.5 Disclosure Statement

C1.6 Adjudication Board Member Agreement

DAWID KRUIPER MUNICIPALITY
JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON
TENDER NO.: TN004/2026

C1.1: FORM OF OFFER AND ACCEPTANCE

1. OFFER

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

JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON

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

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

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

..... Rand (in words);

R (in figures)

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

For the **Tenderer**:.....

Signature.....

Name.....

Capacity.....

Name and address of organisation:.....

.....

.....

Name and signature of witness:.....

Signature.....

Name.....

Date.....

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 : Agreements and Contract Data (which includes this Agreement)

Part C2 : Pricing Data

Part C3 : Scope of Work

Part C4 : Site Information

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

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

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

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

For the **Employer**:.....

Signature.....

Name.....

Capacity.....

Name and address of organisation:.....

.....

Name and signature of witness:.....

Signature.....

Name.....

Date.....

3. SCHEDULE OF DEVIATIONS

Notes:

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

1. Subject
Details
2. Subject
Details
3. Subject
Details

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

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

For the Tenderer

For the Employer

.....	Signature(s)
.....	Name(s).....
.....	Capacity.....
Name and address of organization	Name and address of organization
.....
.....
.....
.....	Witness Signature.....
.....	Witness Name
.....	Date.....

4. CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the(day) of (month) 20..... (year) at(place)

For the Contractor:.....

Signature.....

Name.....

Capacity.....

Signature and name of witness:.....

Signature.....

Name.....

JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON

TENDER NO.: TN004/2026

C1.2: CONTRACT DATA (PART 1)

The Conditions of Contract are the General Conditions of Contract for Construction Works (3rd Edition 2015) published by the South African Institution of Civil Engineering (SAICE). Copies of these conditions of contract may be obtained from the SAICE Tel no.: (0)11 805 5947.

The General Conditions of Contract for Construction Works make several references to the Contract Data. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works to which it mainly applies.

PART 1: DATA PROVIDED BY THE EMPLOYER

Clause	Description
1.1.1.13	The Defects Liability Period is twelve (12) months measured from the date of the Certificate of Completion.
1.1.1.15 1.2.1.2	The name of the Employer is Dawid Kruiper Municipality The Employer's address for receipt of communications and notices is: Telephone: 054 383 7000 Facsimile: 054 338 7350 Address (Postal): P/BAG X6003 Address (Physical): Mutual Street UPINGTON UPINGTON 8800 8801
1.3.2	The governing law is the law of the Republic of South Africa.
3.2.3	The Engineer shall obtain the specific approval of the Employer before executing any of the following functions or duties: a) The issuing of a variation order in terms of Clause 6.3.2. b) Nomination of Engineer's Representative in terms of Clause 3.2.1. c) Engineer's authority to delegate in terms of Clause 3.2.4. d) Non-working times in terms of Clause 5.8.1. e) Suspension of the Works in terms of Clause 5.11.1. f) Acceleration instead of extension of time in terms of Clause 5.12.4.
4.3.2	If required, and for the duration of this contract, the Contractor shall provide proof to the Employer that the Contractor is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in this Contract. Failure to provide such proof shall entitle the Employer to withhold any payments due to the Contractor until such proof is provided.
4.4 4.4.1	Subcontracting The Contractor shall not subcontract the whole contract. Please Note: All subcontractors must complete and submit MBD 4 prior to the commencement of the project

Clause	Description						
4.4.2	The Contractor shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were responsible for the acts, defaults or negligence of the Contractor.						
4.4.3	The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Employer in accordance with the requirements of and a procedure set out in the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of Clause 4.4.2.						
4.4.4	Any appointment of a subcontractor in accordance with Clause 4.4.3 shall not amount to a contract between the Employer and the subcontractor, or a responsibility or liability on the part of the Employer to the subcontractor and shall not relieve the Contractor from any liability or obligation under the contract.						
4.4.5	In the event of termination of the contract under Clause 9.2, the subcontract in terms of Clause 4.4.3 shall be assigned to the Engineer upon such an instruction by the Employer.						
5.2.1	The Commencement date shall be the date of Confirmation of Receipt referred to in the form of offer and Acceptance.						
5.3.1	<p>The documentation required before commencement with the Works execution is:</p> <ol style="list-style-type: none"> 1. Performance Guarantee (Clause 6.2) 2. Letter of Good Standing (Clause 6.2) 3. Insurance (Clause 8.6) 4. Initial Programme (Clause 5.6) 5. Occupational Health and Safety Agreement 6. Occupational Health and Safety Plan (Clause 4.3) 						
5.3.2	The time to submit documentation from commencement date is fourteen (14) days						
5.4.2	<p>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.</p> <p>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</p>						
5.8	Time within which payment to contractor for works done must be made 14 days after measurement of Works by ER.						
5.8.1	<p>The non-working days are Sundays</p> <p>The special non-working days are:</p> <ol style="list-style-type: none"> 1. All Gazetted public holidays falling outside the year end break 2. The year-end break commencing on 16 December 2026. 						
5.12.2.2	<p>No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist and an extension of time be claimed in accordance with the provisions of Clause 5.12.</p> <p>The number of days indicated below shall be regarded as a fair estimate of the days to be anticipated and allowed for as described above:</p> <table> <tr> <td>January</td><td>2 days</td></tr> <tr> <td>February</td><td>2 days</td></tr> <tr> <td>March</td><td>1 day</td></tr> </table>	January	2 days	February	2 days	March	1 day
January	2 days						
February	2 days						
March	1 day						

Clause	Description
	<p>April 1 day</p> <p>May 0 days</p> <p>June 0 days</p> <p>July 0 days</p> <p>August 0 days</p> <p>September 0 days</p> <p>October 1 day</p> <p>November 1 day</p> <p>December 2 days</p> <p>Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day is experienced.</p> <p>It shall be noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.</p>
5.13.1	The penalty for failing to complete the Works is R 4,000.00 per calendar day.
5.16.3	The latent defects period is 10 years.
6.2.3	<p>The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframes stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted. The client may institute a penalty relating to outstanding labour information.</p> <p>The following information shall be maintained on site and submitted in electronic/hard copy formats:</p> <ul style="list-style-type: none"> • Certified ID copies of all locally employed labour • Signed Contracts between the employer and the EPWP Participants • Attendance Registers for the EPWP Participants • Proof of Payment of EPWP Employees • Monthly Reporting Template as per EPWP requirements
6.2.1	<p>The Contractor shall deliver to the Employer within such time as may be stated in the Contract Data a Performance Guarantee of an Insurance Company or Bank as security. The said Company or Bank shall be subject to approval by the Employer.</p> <p>The Performance Guarantee is to contain the wording of the document included in C1.3.</p> <p>The Performance Guarantee shall be ten per cent (10%) of the Tender Price.</p>
6.2.2	Delete Clause 6.2.2 in its entirety
6.2.3	The expiry date shall be the date, of the issue by the Employer, of the Certificate of Completion of the Works.
6.5.1.2.3	The percentage allowance to cover overhead charges is 10% .
6.8.2	<p><i>Add the following to Clause 6.8.2:</i></p> <p>The Contract Price shall not be subject to any contract price adjustment and the rates and prices tendered in the bill of quantities shall be final and binding throughout the period of the Contract.</p>
6.10.1.5	<p>The percentage advance on materials not yet built into the Permanent Works is 80% of the manufacturing or purchase cost.</p> <p>Payment for materials on site not yet built into Permanent Works or not on site shall only be made on submission of the applicable session forms.</p>

Clause	Description
	<p>Add the following to Clause 6.10.1.5:</p> <p>Only the following material shall be claimed for advance on materials on site:</p> <p>1. Material ordered coupled to a lead time</p>
6.10.3	<p><i>Add the following to Clause 6.10.3:</i></p> <p>Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors shall be subject to a retention by the Employer of an amount limited at 10% of the said amounts due to the contractor. A guarantee in lieu of retention is not permitted.</p>
6.10.4	<p><i>Add the following to clause 6.10.4:</i></p> <p>Notwithstanding the above, the Employer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.</p>
6.12	<p>ADDITIONAL CONDITIONS TO CONTRACT</p> <p>Add the following clause to Clause 6:</p> <p>Advance Payment:</p> <p>The contractor will provide a Guarantee to the value of 10% of his tendered value for advance payments to be done by the municipality.</p>
8.6.1.3	<p>Add the following to Clause 8.6.1.3:</p> <p>The limit of indemnity for liability insurance is R 5 000 000 for any single claim – the number of claims to be unlimited during the construction and defects liability periods.</p>
8.6.1.5	<p>In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:</p> <ul style="list-style-type: none"> 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. b) Insurance in terms of the provisions of the Compensation of Occupational Injuries and Diseases Act No. 130 of 1993. c) Motor Vehicle Liability Insurance comprising (as a minimum) “Balance of Third Party” Risks including Passenger Liability Indemnity. 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.
8.6.6	<p>The evidence that the insurances have been effected in terms of Clause 8.6.1, shall be in the form of an insurance broker’s warranty worded precisely as given in Part C1.6 Insurance Broker’s Warranty.</p>
9.2.1	<p>Add the following to Clauses after Clause 9.2.1.3.8:</p>
9.2.1.3.9	<p>The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.</p>
9.2.1.3.10	<p>An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefitted the contractor.</p>

Clause	Description
10.5.3	The number of ad-hoc Adjudication Board Members to be appointed is 1 (one).
11.	<p>ADDITIONAL CONDITIONS OF CONTRACT</p> <p><i>Add the following clause after clause 10:</i></p> <p>Details to be confidential</p> <p>The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any participants thereof in any trade or technical paper elsewhere without the prior written consent of the Client</p>

DAWID KRUIPER MUNICIPALITY
JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON
TENDER NO.: TN004/2026

C1.2: CONTRACT DATA (PART 2)

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause	Description									
1.1.1.9	The name of the Contractor is									
 <i>[Enter the Legal name of the Contractor].</i>									
1.2.1.2	The Contractor's address for receipt of communications and notices is : Telephone: Facsimile: E-mail : Address (Postal) : Address (Physical) :									
1.1.1.14	The time for completing the Works is days/weeks/months The time for completing the Works as set out in the Scope of Works is within days/weeks/months The whole of the Works shall be complete within days/weeks/months									
6.5.1.2.3	The percentage allowance to cover all overhead charges for work executed on a daywork basis is: Labour % Materials %									
6.8.3	The variation in cost of special materials is : <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Type of Material</th><th style="text-align: center;">Unit</th><th style="text-align: center;">Rate or Price</th></tr> </thead> <tbody> <tr> <td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>	Type of Material	Unit	Rate or Price
Type of Material	Unit	Rate or Price								
.....								
.....								

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JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON
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C1.3: PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means

Physical address

“Employer” means DAWID KRUIPER MUNICIPALITY

“Contractor” means

“Works” means **TENDER NO.: TN004/2026: JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON**

“Site” means: The site as defined in Clause 1.1.1.29 of the General Conditions of Contract.

“Contract” means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Contract Sum” means: The accepted amount inclusive of tax of R

Amount in words:

“Guaranteed Sum” means: The maximum aggregate amount of R

Amount in words:

Type of Performance Guarantee: Fixed

“Expiry Date” means: Date of issue by the Employer of the Certificate of Completion of the Works.

CONTRACT DETAILS

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

FIXED PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to the date of issue by the Employer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first.
3. The Employer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

4. The Guarantor hereby acknowledges that:
 - 4.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 4.2 its obligation under this Performance Guarantee is restricted to the payment of money.
 5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 5.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 5.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 5.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
 6. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 6.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 6.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 6.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
 7. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
 8. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
 9. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
 10. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
 11. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
 12. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
-

13. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
14. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
15. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No. 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at.....

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

DAWID KRUIPER MUNICIPALITY
JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON
TENDER NO.: TN004/2026

C1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN DAWID KRUIPER MUNICIPALITY (HEREINAFTER CALLED THE “EMPLOYER”) AND

..... ,

(Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

I,, representing
....., as an employer

in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated there under.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed and sworn to before me at on this day of
..... 20.....

.....
Witness

Signed and sworn to before me at on this day of
..... 20.....

.....
Mandatory

.....
Witness

.....
for and on behalf of
DAWID KRUIPER MUNICIPALITY

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2003.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the E

DAWID KRUIPER MUNICIPALITY
JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON
TENDER NO.: TN004/2026

C1.5: PRO FORMA EPWP CONTRACT OF EMPLOYMENT

EXPANDED PUBLIC WORKS PROGRAMME

CONTRACT OF EMPLOYMENT BETWEEN

CONTRACTOR

Name:.....
Address:.....
ID:.....

AND

WORKER

Name:.....
Details:.....
ID:.....

1. *I am pleased to confirm that you have been appointed to work on a task-based employment contract within the Expanded Public Works Programme (EPWP) project. Within this employment contract you will undertake numerous groups of tasks.*
2. *This employment contract must be read in conjunction with the standard terms and conditions of employment on EPWP attached herewith.*
3. *The project where you will be employed is located at.....*
4. *This employment contract will start onand end on*
5. *You must be aware that this employment contract is a limited term contract and not a permanent job. This employment contract may be terminated for any one of the following reasons:*
 - a. *The contractor does not get additional contracts through the EPWP.*
 - b. *Funding for the programme in your area comes to an end.*
 - c. *You repeatedly do not perform in terms of the tasks set out in your work programme.*
 - d. *You have worked a maximum of 24 months within a 60-month cycle.*
6. *You will be employed as a within the team.*
7. *While you are working you will report to*
8. *Payment*
 - a. *You will be paid a fixed amount of R..... for completing a fixed amount of work.*
 - b. *The amount of work required for the agreed rate of pay will vary from task to task. You will be informed at the beginning of each task or group of tasks how much work you are expected to complete per day.*
 - c. *You will only be paid for work completed.*
9. *In addition to the conditions above, all the terms and conditions of employment on EPWP apply to your employment. If you breach any of these terms your contract may be terminated.*

Signatures:

Signed on this day of.....

Contractor: Date:

Worker: Date:

Witness: Date:

DAWID KRUIPER MUNICIPALITY
JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON
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PART C2: PRICING DATA

- C2.1 Pricing Instructions**
- C2.2 Bills of Quantities**
- C2.3 Daywork Schedule**

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JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON
TENDER NO.: TN004/2026

C2.1: PRICING INSTRUCTIONS

- C2.1.1** Measurement and payment shall be in accordance with Clause 8 of the SANS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Works, subject to the variations and amendments contained in the section “Applicable SANS 1200 standardised specifications”.
- C2.1.2** Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised or Scope of Work, as applicable, shall prevail.
- C2.1.3** The clauses in a specification in which further information regarding the Bill item can be obtained appear under “Reference clause” in the Bills of Quantities. The reference clauses indicated are not necessarily the only sources of information in respect of schedule items. Further information and set 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. G for SANS 1200 G.
- C2.1.4** Unless otherwise stated, items are measured nett in accordance with the drawings, and no allowance is made for waste.
- C2.1.5** The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
- C2.1.6** The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. The prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.1.7** It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org or www.iso.org for information on standards).
- C2.1.8** Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
- C2.1.9** A price or rate is to be entered against each item in the Schedule/Bills of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- C2.1.10** Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the “Amount” column and show the corresponding total tendered price.

C2.1.11 The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in the Bills of Quantities are as follows:

ha	=	hectare	h	=	hour
kℓ	=	kilolitre	kg	=	kilogram
km	=	kilometre	kW	=	kiloWatt
km-pass	=	kilometre pass	MN	=	MegaNewton
kPa	=	kiloPascal	MN.m	=	MegaNewton-metre
ℓ	=	litre	%	=	per cent
m	=	metre	PC sum	=	Prime Cost sum
mm	=	millimetre	Prov sum	=	Provisional sum
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre-pass	R/only	=	Rate only
m ³	=	cubic metre	sum	=	lump sum
m ³ .km	=	cubic metre-kilometre	t	=	ton (1 000 kg)
MPa	=	MegaPascal	W/day	=	Work day

C2.1.12 The Tenderer must price each item in the Bills of Quantities in **BLACK INK**.


C2.1.13 All prices and rates shall exclude value added tax (VAT). The Tenderer shall calculate value added tax and enter it at the end of the summary of the Bills of Quantities.

C2.1.14 While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, with adjustment to the agreed rates, sums or fees and without payment of any penalty in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement.

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C2.2: BILLS OF QUANTITIES

BILL OF QUANTITIES

Contract: TN004/2026									
<div>  </div>									
Part C2: Pricing Data									
Section C2.2: Bill of Quantities									
Preliminary and General									
Item	Payment Reference	Description	Unit	Qty	Rate (R)	Amount (R)			
1	SANS 1200 A	BILL NO: PRELIMINARY AND GENERAL		1					
		FIXED-CHARGE ITEMS							
1,1	8.3.1	Contractual Requirements	sum	1					
		<u>Establishment of Facilities on Site</u>							
1,2	8.3.2	.1	<u>Facilities for the Contractor</u>						
	PSA2								
		(a) Offices and storage sheds	sum	1					
		(b) Workshops	sum	1					
		(e) Ablution and latrine facilities	sum	1					
		(f) Tools and equipment	sum	1					
		(g) Water supplies, power and communication	sum	1					
		(h) Dealing with water (Sub-clause 5.5)	sum	1					
		(i) Access (Sub-clause 5.8)	sum	1					
		(j) Construction Equipment	sum	1					
1,3	8.3.3	Other fixed-charge obligations	sum	1					
1,4	8.3.4	Removal of Contractor's site establishment on completion	sum	1					


	8.3.5	<u>Occupational Health and Safety</u>							
1,5	S1	Compliance with Occupational Health and Safety							
		Act (Act 85 of 1993) and its regulations and with the							
		Employers Health and Safety Specification				Prov sum			100 000,00
			.2	Overheads, charges and profit on above		%	100 000,00		
		TIME-RELATED ITEMS							
1,6	8.4.1	Contractual requirements				Months			
		<u>Operation and maintenance of facilities on the Site</u>							
		<u>for the duration of construction</u>							
1,7	8.4.2	.1	<u>Facilities for the Contractor</u>						
	PSA2								
			(a)	Offices and storage sheds		Months			
			(b)	Workshops		Months			
			(e)	Ablution and latrine facilities		Months			
			(f)	Tools and equipment		Months			
			(g)	Water supplies, power and communication		Months			
			(h)	Dealing with water (Sub-clause 5.5)		Months			
			(i)	Access (Sub-clause 5.8)		Months			
			(j)	Construction Equipment		Months			
1,8	8.4.3	Supervision for duration of construction				Months			
1,9	8.4.4	Company and head office overhead costs for the							
		duration of the contract				Months			
1,10	8.4.5	Other time-related obligations				Months			
		<u>BILL NO:</u>	1						
		<u>PRELIMINARY AND GENERAL</u>							
		Carried forward to Summary of Bills						Total	

2025-07-09/TN038-2025 Upgrading of J Maasdorp Sportsgrounds.doc (herman schmidt (upington))

		BILL NO:	2						
		<u>PROVISIONAL SUMS AND PRIME COST ITEMS</u>							
		Carried forward to Summary of Bills						Total	

Contract: TN004/2026




Part C2: Pricing Data													
Section C2.2: Bill of Quantities													
Reservoir Cleaning and Disinfecting													
Item	Payment Reference	Description								Unit	Qty	Rate (R)	Amount (R)
3	SANS	BILL NO:		3									
	1200 A	RESERVOIR CLEANING AND DISINFECTING											
		RESERVOIR											
3,10	PDS	SEDIMENT REMOVAL PHASE											
	5,40												
		SLUDGE REMOVAL PHASE											
		Removal of sludge from reservoir floor hydraulically or mechanically according to an approved method statement for a specific reservoir or combination of reservoirs.(PROVISIONAL)											
		0,1	For all reservoir capacities:										
3,20		(a)	For all depths of sludge							m³	336		Rate only
		Extra-over Item 9.1.1 for the transport and spoil of sludge/water mix at an approved facility/site identified by the Contractor											
		0,2	For saturated sludge										
3,30		(a)	Via tanker truck							m³	336		Rate only
		Extra-over Item 9.1.1 for the transport and spoil of sludge/water mix at an approved facility/site identified by the Contractor											
		0,3	For unsaturated sludge										
3,40		(a)	Via tipper truck							m³	78		Rate only

Contract: TN004/2026



Part C2: Pricing Data									
Section C2.2: Bill of Quantities									
Joint Sealing									
Item	Payment Reference	Description				Unit	Qty	Rate (R)	Amount (R)
4	PSJS	BILL NO:	4						
		JOINT SEALING							
		CONCRETE JOINT / CRACK REPAIR							
4,1	4,2	(a)	<u>Cleaning of surfaces</u>						
	5.1.1 a)	.1	Concrete surfaces on floor			m ²	705		
	5.1.1 a)	.2	Concrete surfaces on walls			m ²	116		
	5.1.1 b)	.3	Steel surfaces on any plane and angle			m ²	8		
4,2	4,3	(a)	<u>Joint Sealing</u>						
	5.2.1 a)	.1	Sikadur - Combiflex® SG System complete or Schomburg ASO-Tape (250mm wide, 2mm thick) on floors			m	1108		
	5.2.1 a)	.2	Sikadur - Combiflex® SG System complete or Schomburg ASO-Tape (250mm wide, 2mm thick) on walls			m	331		
	5.2.1 a)	.3	Sikadur - Combiflex® SG System complete or Schomburg ASO-Tape (300mm wide, 2mm thick) on wall/floor joints			m	354		
	5.2.1 b)	.4	Thermal joint welding			No	72		
4,3	3,3	(a)	<u>Waterstopping through cracks and joints</u>						
	5.3.1 a)	.1	Temporary waterstopping with injected Sika® Injection - 101 RC			m	10		Rate Only
	5.3.1 b)	.2	Perminant waterstopping with injected Sika® Injection - 203			m	10		Rate Only

4,4	3,4	(a)	<u>Waterproofing of Joints</u> <u>(ALTERNATIVE)</u>						
	5.3.1 c)	.3	Belzona 2211 MP Hi-Build Elastomer with			m	1793		
			Belzona 2911 Elastomer QD Conditioner, incl.						
			backing cord						
		SPALL REPAIR							
		Carry out preparation requirements and prime and repair concrete							
		spalling using approved primer and sealant.							
4,5		0,3	For all size spall repairs						
		(a)	Carry out all surface preparation			lt	rate only		Rate Only
		(b)	Prime spall ("Sika MonoTop 610" or Similar)			m ²	rate only		Rate Only
		(c)	Repair spall ("Sika MonoTop 615 HB" or Similar)			lt	rate only		Rate Only
	PDS	REFILL AND TESTING PHASE							
	5,6								
		Facilitate & monitor refilling of reservoir (Water supplied free)							
4,6		0,1	For each reservoir:						
		(a)	10 Mℓ reservoir			sum	1		Rate Only
		(b)	15 Mℓ reservoir			sum	1		Rate Only
		Test water quality post-filling of the reservoir							
4,7		0,2	For each reservoir:						
		(a)	10 Mℓ reservoir			sum	1		
		(b)	15 Mℓ reservoir			sum	1		
		Facilitate and monitor water level drop test							
4,8		0,3	For each reservoir:						
		(a)	10 Mℓ reservoir			sum	1		
		(b)	15 Mℓ reservoir			sum	1		
		SUNDRIES							
		<u>Access Ladders</u>							
4,9		0,1	<u>Manufacture, supply, deliver to site</u>						

Contract: TN004/2026			
Part C2: Pricing Data			
Section C2.3: Summary of Schedules			
REFURBISHMENT OF CENTRAL RESEVOIRS - UPINGTON			
TN004-2026			
Joint Sealing			
Summary of Bills			
Bill No.	Description	Amount (R)	
1	PRELIMINARY AND GENERAL		
2	PROVISIONAL SUMS AND PRIME COST ITEMS		
3	RESERVOIR CLEANING AND DISINFECTING		
4	JOINT SEALING		
Sub-Total			
Provisional sum: Allowance for Contingencies (10% of Sub-Total)			
Total Construction Cost			
Value Added Tax at 15%			
Total Amount of Tender Carried Forward to Form of Offer and Acceptance			

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SECTION	DESCRIPTION	AMOUNT (RAND)
A	PRELIMINARY AND GENERAL	
B	PROVISIONAL SUMS AND PRIME COST ITEMS	
C	RESERVOIR CLEANING AND DISINFECTING	
D	JOINT SEALING	
	SUB TOTAL 1	
	10% Contingencies	
	SUB TOTAL 2	
	15% VAT	
	TOTAL (Carry over to Offer & Acceptance)	

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C2.3: DAYWORK SCHEDULE

C2.3.1 GENERAL

Tenderers must complete this list which shall be used for the assessment of value of the work which the Employer instructed in writing that must be done on a day work bases, all in agreement with Clause 6.5 of the General Conditions of Contract for Construction Works 2015 (3rd Edition). All the rates are fixed and shall be binding until and with the issuing of the final certificate, except for statutory increases, announced from time to time.

C2.3.2 LABOUR COSTS

Rates for labour as listed below shall include all the allowances as specified in the General Conditions of Contract for Construction Works 2015 (3rd Edition).

Overtime costs attached to this contract shall be paid in the same relation as to that which the employees are actually paid.

Only the net working hours will be measured under Daywork and it will be held that the Contractor has made provision in his rates for possible interruptions and standing time.

Only approved Standing time will be considered.

DESCRIPTION	UNIT	RATE
Unskilled labour	hour	
Semi-skilled labour	hour	
Skilled labourer	hour	
Pipe layer	hour	
Ganger	hour	
Foreman/Section leader	hour	
Brick layer	hour	
Plumber	hour	
Surveyor	hour	

C2.3.3 EQUIPMENT COSTS

Full comprehensive hourly rates, which also include the cost of the operators and other equipment, must be listed below. Rates must also include all the costs of consumable items, maintenance, depreciation, tools and all other coincidences that shall be necessary to operate the equipment for the purpose it is designed for. The rates must also include all the overhead costs, profits, site supervision, insurance, holidays with payment, travelling costs (or travelling allowances) and residence allowances of operators and any other allowances that is applicable. No further percentage allowances shall be applicable on equipment. The Tenderer must list under each heading the fabrication and specification of the equipment available.

The Contractor will be paid the actual net cost of plant hired by him for Daywork and in addition will be paid a percentage allowance on the net cost of such hire which allowance will cover the Contractors overhead costs and profit.

DESCRIPTION	UNIT	RATE
1. Excavators	hour hour hour hour	
2. Bulldozers	hour hour hour hour	
3. Graders	hour hour hour hour	
4. Scrapers	hour hour hour hour	
5. Front-end loaders	hour hour hour hour	
6. Rollers	hour hour hour hour	
7. Pneumatic tyre rollers	hour hour hour hour	

8.	Small rollers	hour hour hour hour	
9.	Trucks (m ³ specified)	hour hour hour hour	
10.	Water truck (litres specified)	hour hour hour hour hour	
11.	Tractor and trailer	hour hour hour hour hour	
12.	"Shaunee" tractor	hour hour hour hour hour	
13.	Crane truck (tons specified)	hour hour hour hour hour	
14.	Compressor	hour hour hour hour hour	

15. Concrete mixer (litres specified)	hour hour hour hour hour	
16. "Dumper" (m ³ specified)	hour hour hour hour hour	
17. Water pumps 75 mm 100 mm 150 mm	hour hour hour	
18. Compactors (Plate)	hour hour hour hour hour	
19. Other equipment	hour hour hour hour hour	

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PART C3: SCOPE OF WORK

C3.1 Description of the Works

C3.2 Engineering

C3.3 Procurement

C3.4 Construction

C3.5 Management

C3.6 Annexes

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C3.1: DESCRIPTION OF THE WORKS

C3.1.1 Employer's Objectives

This project is for the refurbishment and joint sealing of the two concrete reservoirs commonly known as the Central Reservoirs located near Upington Industrial.

The scope of works of this project will include the following:

- Draining and removal of all sludge.
- Refurbishment of mechanical equipment i.e. valves, ladders, etc.
- Removal of old joint sealer to create level surface.
- Joint sealing on floors and walls with approved systems.
- Disinfection of all concrete surfaces
- Filling and drop test.
- Sampling and testing of water quality post repair

C3.1.2 Overview and Location of Works

The Central Reservoirs consists of two rectangular, flat concrete roof reservoirs next to one another located in Upington Industrial. The reservoirs, seen as 1 combined reservoir, were commissioned in 1985.

C3.1.3 Extent of the Works

The general scope of works include for the following:

- (a) Adherence to all pre-construction requirements as detailed in the Conditions of Contract;
- (b) Contractor's establishment on Site;
- (c) Construction and Refurbishment Works as per the contractual requirements;
- (d) Testing and commissioning of the Works;

C3.1.4 Site conditions

The following climatic and general conditions are prevalent on Site and the specified capacities of all equipment provided under this Tender shall be applicable under these conditions.

Maximum ambient temperature: 36°C

Minimum ambient temperature: 4°C

24-hour maximum temperature: 40°C

Altitude (meters above mean sea level): 835 m

Humidity: 50%

Atmosphere: Dusty

Lengthy periods of sunshine cause high temperatures in indoor enclosures. High breakdown of outdoor synthetic materials due to extended exposure to ultra-violet rays.

Lightning: Medium to high lightning rate

C3.1.5 Construction Period

The maximum Time for Completion of the works is 6 months as per Clause 1.1.9 of the Appendix to Tender, inclusive of any non-working days. It is expected that the Contract will be awarded in November 2025 with final completion by no later than end May 2026.

C3.1.6 Construction Programme

Each tenderer shall submit with his tender a suitable and realistic preliminary construction programme (referred to as the Tender Programme) for consideration by the Employer.

The programme shall commence on the Commencement Date, shall be prepared in accordance with the maximum Time for Completion offered for the completion of the Works and shall provide interim completion dates for each milestone or element of the Works.

The Contractor's programme must make provision for sectional take-over as the smaller reservoir of the two is currently empty and needs to be sealed, tested and commissioned prior to the larger reservoir being decommissioned.

After award of a Contract, the Contractor shall submit a detailed construction programme to the Employer in accordance with the requirements of Sub-Clause 7.2 [*Programme*] of the Conditions of Contract. Except as provided above, the approval by the Employer of the Contractor's construction programme, or of any amendment or adjustment thereto, shall not in any way alter the Contract, act as an estoppel or limit the right of the Employer to demand due performance under the Contract. The approval of a construction programme by the Employer indicates only that the Employer will be satisfied if the work is carried out according to such programme and that the Contractor undertakes to carry out the work in accordance with the programme. However, the approval of a construction programme by the Employer shall not limit his right to give notice to the Contractor to submit a revised programme if the existing programme fails to comply with the Contract.

C3.1.7 Exceptionally Adverse Climatic Conditions

Extension of time resulting from abnormal rainfall or other forms of exceptionally adverse weather conditions in terms of Clause 7.3 of the General Conditions of Contract shall not be permitted for all works are confined to the inside of enclosed structures.

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C3.2: ENGINEERING

C3.2.1 Contractor's Design

The Contractor will be responsible for all measurements prior to ordering of materials.

In addition, the Contractor shall submit for the Employer's approval all applicable materials associated with Contractor's selection, including but not limited to flange drillings and PCDs, et cetera and the Contractor shall take due consideration of the civil constraints, location of installation with envisaged worst-case ambient conditions, hydraulics, ergonomics and applicable health and safety requirements.

C3.2.2 ALTERNATIVE OFFERS AT TENDER STAGE

The Contractor shall complete the tender in terms of the information provided and requested in the tender document. Failure to complete the tender document, including all items included in the schedule of quantities, may lead to the rejection of the bid.

Where offers from multiple suppliers are required in terms of the Conditions of Tender, the highest-cost offer shall be used to determine the Tender Price. It must however be highlighted that the Employer reserves the right to choose any of the offered alternatives that complies with the Specifications and the Employer further reserves the right to adjust the Tender Price for any of the options to determine comparative tender prices for evaluation purposes. It is therefore in the interest of the Contractor to ensure that all offered alternatives as required in terms of the Conditions of Tender are competitively priced.

In evaluating tenders received, and in accordance with its adopted procurement policy, the Employer is required to satisfy itself as to the competitiveness and cost effectiveness of each tender received. In addition, the Employer is required to ensure that its procurement process is fair, equitable and transparent at all times. Accordingly, except for alternatives requested in the tender documents, any tenderer wishing to submit (an) alternative offer(s) for the consideration of the Employer shall ensure that the competitiveness and cost effectiveness of the alternative can easily be determined by the Employer. Bids that are difficult to compare to the prescribed condition of tender and contract and/or to the specified technical requirements are likely to be rejected. Even if comparable, a tender that deviates from the specified conditions or requirements may not be acceptable to the Employer for reasons of risk apportionment or otherwise. Tenderers are therefore instructed to price the specified requirements and schedule of quantities before submitting any alternative offer for the Works.

C3.2.3 Drawings

As-built drawings of the existing reservoirs are not available at present. No other drawings will be issued.

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C3.3: PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT PROCEDURES

C3.3.1.1 Requirements

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferencing schedule.

C3.3.1.2 Resource standard pertaining to targeted procurement

C3.3.2 EMPLOYMENT TARGETS

Employment of local community labour

A minimum of 5 workers is to be employed of the currently unemployed persons in the local community.

To this end the Contractor is required to give preference to the use of local community labour and limit the use of non-local labour to key personnel only.

Local community labour is defined as people who reside in the community.

Key personnel are defined as supervisors and skilled labourers without whom a specific task cannot be executed. As far as possible these people should impart their management and building skills to individuals within the local workforce who show a keen interest and display a willingness to learn.

Preference must be given to Mothers in single households, youth between the ages of 18 and 35 years of age as well as people with disabilities.

Remuneration of local labourers

The minimum wages shall be the prescribed SAFCEC rate as set by the applicable law of the specific jurisdiction area. Currently the minimum rate for local labour is R259.11per 9 hour day as prescribed by the municipality.

C3.3.3 WORKER CONTRACTS

The Contractor will be required to enter into employment contracts with all labourers employed. All Workers Contracts for labourers employed during the month must accompany the Contractor's monthly report. The labourers must have a fixed job description that they must understand and they must acknowledge their production requirements and responsibilities.

C.3.3.4 COMMUNITY LIASON OFFICER (CLO)

The Contractor must employ on a full-time basis a Community Liaison Official for the entire durations of the contract to act as a link between the Contractor, the labourers and the local community. The CLO will be nominated by the Project Steering Committee. The remuneration of the CLO is calculated at a fixed rate per hour determined by the Project Steering Committee for an average 8-hour working day over the full duration of the project.

The primary task of the CLO will be the recruitment of labourers according to the labour list and the management of labour relations with the assistance of the Project Steering Committee.

Meetings must be organized to explain how the community will be affected by the execution of the works and also to address possible complaints that may arise from the community.

The contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the local communities, and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer. The contractor shall, however, accept the appointed as part of his management personnel.

(a) Duties of the Community Liaison Officer

The Community Liaison Officer's duties will be:

- (i) To be available on site daily between the hours of 07:30 and 17:30 and at other time as the need arises. His normal working day will extend from 08:00 in the morning until 17:00 in the afternoon.
- (ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (iii) To communicate daily with the contractor and the Employer to determine the labour requirements with regards to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".
- (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (vi) To assist in the identification and screening of labourers from the community in accordance with the contractor's requirements.
- (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (ix) To keep a daily written record of his interviews and community liaison.
- (x) To attend monthly site meetings to report on labour and RDP matters.
- (xi) All such other duties as agreed upon between all parties concerned.
- (xii) To submit monthly returns regarding community liaison as illustrated in Part C5.1 of this document (form RDP12(E)).

(b) Payment for the Community Liaison Officer

A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required and not necessarily for the full duration of the contract. The remuneration of the CLO shall be determined jointly by the contractor and employer.

(c) Period of Employment of the Community Liaison Officer

The period of employment of the community liaison office shall be decided upon jointly by the contractor and employer.

C.3.3.5 COMMUNITY PARTICIPATION

(a) Purpose

In order to give effect to the need for participation and transparency in the process of appointing labour, the community should participate in the decision-making process throughout the life of a project. This shall be achieved through structured engagement between those responsible for the delivery of the project and the community.

(b) Structure and Composition

A Project Liaison Committee (PLC) may be formed from representatives of the Employer, the Contractor and the Community if the project is such that a specific community can be identified.

(c) Procedures

- (i) The PLC deals with labour and SMME involvement on the project and shall meet at least once every month until such time as it is of the opinion that it could fulfil its tasks by meeting less frequently.
- (ii) The PLC shall make recommendations by consensus. If consensus cannot be reached, the decision of the Employer will be final in cases that have no financial implications for the Contractor or where payment is to be made from PC items. Where the financial responsibility for the successful completion of the works rests with the Contractor, the Contractor's decision shall be final. In fulfilling its tasks, the PLC shall be guided by the relevant sections of this specification and the supplementary documents.

(d) Tasks of the PLC

- (i) To assist with community liaison and resolution of disputes.
- (ii) To devise fair and transparent procedures that will assist the Contractor in the engagement of labour and the award of sub-contracts to SMME's.
- (iii) To advise on and monitor labour issues.
- (iv) To assist in resolving labour disputes.

(e) Assistance to the PLC

- (i) The Employer may appoint a competent local person as a Community Liaison Officer to assist the Employer and the Contractor in the day-to-day liaison with the communities directly affected by the project.

C.3.3.6 SUBCONTRACTING

The Contractor shall appoint such authorities and/or specialist subcontractors and suppliers as may be designated or nominated by the Employer for those portions of the Works specified in the Scope of Works.

As required by the Conditions of Contract, the Contractor shall be responsible for all work carried out by sub-contractors (whether nominated by the Employer or selected by the Contractor) on his behalf. The Employer will not liaise directly with any such sub-contractor, nor will he become involved in any problems and/or disputes related to payments, programming, workmanship, etc, unless provided for in the Conditions of Contract. Such problems and/or disputes shall remain the sole concern of the Contractor and his sub-contractors.

C.3.3.7 PERSONAL AND OTHER PROTECTIVE EQUIPMENT

The Contractor is required to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the said equipment be maintained by the Contractor, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.

The Contractor may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed
- Where the employee has patently abused or neglected the equipment leading to early failure
- Where the employee has lost the equipment

All employees shall, as a minimum, be required to wear the following PPE on any Dawid Kruiper Municipal projects:

- Protective overalls
- Protective footwear
- Protective headwear
- Protective handwear
- Eye/face protection

All PPE provided to local labour working on the Expanded Public Works Programme shall be branded in accordance with the EPWP CI Manual. Typical elements which shall be branded include:

- Protective overalls
- Reflective vests
- Protective headwear

The rate for local labour shall include for the supply of EPWP branded PPE in accordance with the Provincial EPWP specifications. The rate shall include the additional cost of the specified colours for the PPE and branding in accordance with CI manual.

C.3.3.9 APPLICABLE LABOUR LAW

The Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment act of 1997 by the Minister of Labour in Government Notice NR347 of 4 May 2012, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers. An EPWP contract shall be signed between the contractor and the EPWP participant using the template appended. The contracts shall expire on earlier of (i) 31 March, (ii) at the end of the project; or (iii) completion of the works allocated.

C.3.3.10 INTRODUCTION

This document contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of an EPWP.

In this document –

- (i) “department” means any department of the State, implementing agent or contractor;
- (ii) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP;
- (iii) “worker” means any person working in an elementary occupation on a EPWP;
- (iv) “elementary occupation means any occupation involving unskilled or semi- skilled work;
- (v) “management” means any person employed by a department or implementing agency to administer or execute an EPWP;
- (vi) “task” means a fixed quantity of work;

- (vii) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (viii) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (ix) “time-rated worker” means a worker paid on the basis of the length of time worked.

C.3.3.11 TERMS OF WORK

- (i) Workers on an EPWP are employed on a temporary basis or contract basis.

C.3.3.12 NORMAL HOURS OF WORK

- (i) An employer may not set tasks or hours of work that require a worker to work–
 - a. more than forty five hours in any week
 - b. on more than five days in any week; and
 - c. for more than nine hours of any day.
- (ii) An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- (iii) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

C.3.3.13 MEAL BREAKS

- (i) A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- (ii) An employer and worker may agree on longer meal breaks.
- (iii) A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- (iv) A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

C.3.3.14 SPECIAL CONDITIONS FOR SECURITY GUARDS

- (i) A security guard may work up to 55 hours per week and up to eleven hours per day.
- (ii) A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

C.3.3.15 DAILY REST PERIOD

- (i) Every worker is entitled to a daily rest period of at least twelve consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

C.3.3.16 WEEKLY REST PERIOD

- (i) Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work (“emergency work”).

C.3.3.17 SICK LEAVE

- (i) Only workers who work for more than 24 hours have the right to claim sick-pay in terms of this clause
- (ii) A worker who is unable to work on account of illness or injury is entitled to claim one day’s paid sick leave for every full month that the worker has worked in terms of a contract.

- (iii) A worker may accumulate a maximum of twelve days' sick leave in a year.
- (iv) Accumulated sick-leave may not be transferred from one contract to another contract.
- (v) An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- (vi) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- (vii) An employer must pay a worker sick pay on the worker's usual payday.
- (viii) Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
 - (ix) absent from work for more than two consecutive days; or
 - (x) absent from work on more than two occasions in any eight-week period.
- (xi) A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or clinic staff member authorized to issue medical certificates indicating the duration and reason for incapacity.
- (xii) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

C.3.3.18 MATERNITY LEAVE

- (i) A worker may take up to four consecutive months' unpaid maternity leave.
- (ii) A worker is not entitled to any payment or employment-related benefits during maternity leave.
- (iii) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- (iv) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- (v) A worker may begin maternity leave –
- (vi) four weeks before the expected date of birth; or
- (vii) on an earlier date-
 - a. if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - b. if agreed to between employer and worker; or
 - c. on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue work without endangering her health.
- (viii) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

C.3.3.19 FAMILY RESPONSIBILITY LEAVE

Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances –

- (i) when the employee's child is born;
- (ii) when the employee's child is sick;
- (iii) in the event of a death of –
- (iv) the employee's spouse or life partner;
- (v) the employee's parent, adoptive parent, grandparent; child, adopted child, grandchild or sibling.

C.3.3.20 STATEMENT OF CONDITIONS

An employer must give a worker a statement containing the following details at the start of employment –

- (i) the employer's name and address and the name of the EPWP;
- (ii) the tasks or job that the worker is to perform; and

- (iii) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (iv) the worker's rate of pay and how this is to be calculated;
- (v) the training that the worker will receive during the EPWP;
- (vi) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- (vii) An employer must supply each worker with a copy of these conditions of employment.

C.3.3.21 KEEPING RECORDS

Every employer must keep a written record of at least the following –

- (i) the worker's name and position;
- (ii) Certified ID copies of all locally employed labour
- (iii) Signed Contract between the employer and the EPWP Participants
- (iv) Attendance Registers for the EPWP Participants
- (v) Monthly Reporting Template as per EPWP requirements
- (vi) in the case of a task-rated worker, the number of tasks completed by the worker;
- (vii) in the case of a time-related worker, the time worked by the worker;
- (viii) Proof of payments made to each worker.
- (ix) The employer must keep this record for a period of at least three years after the completion of the EPWP.

C.3.3.22 PAYMENT

- (i) An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- (ii) A worker may not be paid less than the minimum wage rate of R259.11 per day or per task. This will be adjusted annually on the 1st of November in-line with inflation (available CPI as provided by Stats SA six (6) weeks before implementation).
- (iii) A task-rated worker will only be paid for tasks that have been completed.
- (iv) An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- (v) A time-related worker will be paid at the end of each month.
- (vi) Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (vii) Payment in cash or by cheque must take place –
 - a. at the workplace or at a place agreed to by the worker;
 - b. during the worker's working hours or within fifteen minutes of the start or finish of work;
 - c. in a sealed envelope which becomes the property of the worker.
- (viii) An employer must give a worker the following information in writing –
 - a. the period for which payment is made;
 - b. the number of tasks completed or hours worked;
 - c. the worker's earnings;
 - d. any money deducted from the payment;
 - e. the actual amount paid to the worker.
- (ix) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- (x) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

C.3.3.23 DEDUCTIONS

- (i) An employer may not deduct money from a worker's payment unless the deduction is required in terms of the law.
- (ii) An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

- (iii) An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- (iv) An employer may not require or allow a worker to –
 - a. repay any payment except an overpayment previously made by the employer by mistake;
 - b. state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - c. pay the employer or any other person for having been employed.

C.3.3.24 HEALTH AND SAFETY

- (i) Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- (ii) A worker must –
 - a. work in a way that does not endanger his/her health and safety or that of any other person;
 - b. obey any health and safety instruction;
 - c. obey all health and safety rules of the EPWP;
 - d. use any personal protective equipment or clothing issued by the employer;
 - e. report any accident, near-miss incident or dangerous behavior by another person to their employer or manager.

c.3.3.25 COMPENSATION FOR INJURIES AND DISEASES

- (i) It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on an EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- (ii) A worker must report any work-related injury or occupational disease to their employer or manager.
- (iii) The employer must report the accident or disease to the Compensation Commissioner.
- (iv) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

C.3.3.26 TERMINATION

- (i) The employer may terminate the employment of a worker for good cause after following a fair procedure.
- (ii) A worker will not receive severance pay on termination.
- (iii) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- (iv) A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available.
- (v) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

C.3.3.27 CERTIFICATE OF SERVICE

On termination of employment, a worker is entitled to a certificate stating -

- (i) the worker's full name;
- (ii) the name and address of the employer;
- (iii) the EPWP on which the worker worked;
- (iv) the work performed by the worker;
- (v) any training received by the worker as part of the EPWP;

- (vi) the period for which the worker worked on the EPWP;
- (vii) any other information agreed on by the employer and worker.

C.3.3.28 CONTRACTOR'S DEFAULT IN PAYMENT TO LABOURERS AND EMPLOYEES

- (i) Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.
- (ii) The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

C.3.3.29 PROVISION OF HANDTOOLS

- (i) The Contractor shall provide his labour force with hand tools of adequate quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions.

C.3.3.30 REPORTING

The Contractor shall submit monthly returns/reports as specified below.

- (i) Signed Master rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- (ii) Certified ID copies of all locally employed labour
- (iii) Signed Contracts between the employer and the EPWP Participants
- (iv) Attendance Registers for EPWP Participants
- (v) Monthly Reporting Template as per EPWP requirements
- (vi) Plant utilization returns
- (vii) Progress report detailing production output compared to the programme of works.

C.3.3.31 UNEMPLOYMENT INSURANCE FUND

The contractor will be responsible for payment or contribution of UIF for all labour employed under the project. Proof of payment of UIF shall be available upon request.

C.3.3.32 WORKMEN'S COMPENSATION ACT

All labour employed on the site shall be covered by the Workmen's Compensation Act. The contractor shall pay in full, including the payment of the necessary levies, such amounts, as are due in terms of the Act. The contractor at the commencement of the contract shall resolve the manner in which Workmen's Compensation will be handled. Amounts paid by the contractor shall not be included in the wage rates but shall be an extra payment allowed for by the contractor.

C.3.3.33 LABOUR-INTENSIVE CONSTRUCTION METHODS

Labour-intensive construction shall mean the economically efficient employment of as great a portion of labour as is technically feasible to produce a standard of construction as demanded by the specifications with completion by the Due Completion Date, thus bringing about the effective substitution of labour for plant and equipment.

Appropriate portions of the Works included in the Contract shall be executed using labour-intensive construction methods.

Except where the use of plant is essential in order, in the opinion of the Employer, to meet the specified requirements by the Due Completion Date, or where the use of plant is essential as a result of occupational health and safety considerations, the Contractor shall use only hand tools and equipment in the construction of those portions of the Works that are required in terms of these Project Specifications to be constructed using labour-intensive construction methods.

These portions of the Works shall be constructed utilizing only locally employed labour and/or the labour of local subcontractors, supplemented by the Contractor's key personnel to the extent necessary and unavoidable, unless otherwise instructed by the Employer and in accordance with the further provisions of the relevant sections of Portion B of the Project Specifications.

Subject to considerations of occupational health and safety, the portions of the Works to be executed using labour-intensive construction methods are:

- Clearing and grubbing of the Site;
- Excavation for structures up to 1,5m deep;
- Bedding, selected fill, backfilling and compaction of all pipe trenches irrespective of depth, but assisted by mechanical compaction equipment in order to achieve the specified densities;
- Transportation and spoiling of all trench materials, where the disposal site is located within 20 metres of the source;
- Dismantling and re-erection of fences;
- Mixing and placing of concrete;
- Construction of all brickwork required for structures; and
- Cleaning and tidying up of the Site.

C.3.3.34 MATERIAL

Where possible, the contractor shall source material from within 1 km of the site utilizing local labour. The material which may be sourced from site includes:

- Rock for gabions and stone pitching

C.3.3.35 TASK BASED ACTIVITIES

Labour Intensive activities are to be planned as task-based works where required. Task based refers to a specific amount of work to be performed which is clearly defined by a quantity and quality. Typically, a particular task can be completed within a working day.

C.3.3.36 REQUIREMENTS OF EXPANDED PUBLIC WORKS PROGRAMME EPWP Project Specification

As much as is economically feasible, all work shall be implemented by employing Labour Intensive Construction methods. Over and above the normal Building and Allied works to be implemented by employing skilled and unskilled labour the works specified in the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)" shall be undertaken using Labour Intensive Construction methods

C.3.3.37 EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR INTENSIVE WORKS

Requirements for the sourcing and engagement of labour.

- (i) Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
- (ii) The rate of pay set for this project is R 259-11 per task or per day.
- (iii) Tasks established by the contractor must be such that:
 - a. the average worker completes 5 tasks per week in 40 hours or less; and
 - b. the weakest worker completes 5 tasks per week in 55 hours or less.
- (iv) The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
- (v) The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
 - a. where the head of the household has less than a primary school education;
 - b. that have less than one full time person earning an income;

- c. where subsistence agriculture is the source of income.
- d. Those who are not in receipt of any social security pension income.
- (vi) The Contractor shall endeavor to ensure that the expenditure on the employment of temporary workers is in the following proportions:
 - a. 55 % women;
 - b. 55% youth who are between the ages of 18 and 35; and
 - c. 2% on persons with disabilities.

C.3.3.38 TRANSPORTATION OF LABOURERS

Transportation of laborers from different settlements should be included in normal rates tendered and no additional cost will be payable for transport.

South African Laws will govern the transportation of laborers. It is the Contractor's responsibility to ensure compliance with these laws at all times.

C.3.3.39 PROVISION OF STRUCTURED TRAINING

CONTENTS

1 SCOPE

2 GENERIC TRAINING

3 ENTREPRENEURIAL SKILLS TRAINING

4 INSERVICE TRAINING

5 MEASUREMENT AND PAYMENT

1. SCOPE

This specification covers the requirements for the provision of structured training to be arranged by the contractor over the period of this contract.

2. GENERIC TRAINING

- 1.1 The contractor shall, from the commencement of the contract, implement a structured progressive training programme.
- 1.2 The generic training will inter alia comprise, but not be limited to the following subjects:

Course Description	Estimated No. Of Trainees	Estimated Duration (Days)
1. Health and Safety	25	1
2. Carpentry	4	1
3. Concrete handling, placing and finishing	10	2
4. Placement of Paving	5	2
5. Plumbing	2	2

- 1.3 Training shall be at or by an approved accredited organisation and shall be delivered by suitably qualified and experienced trainers.
- 1.4 The tenderer shall provide with his tender full details of the structured training programme he intends to implement; which details shall include the following:
- (a) The name of the training institution and programme
 - (b) The manner in which the training is to be delivered
 - (c) The numbers and details of the trainers

Such details shall be entered on or attached to Schedule 14 included herein.

- 1.5 *The contractor shall be responsible for the provision of everything necessary for the delivery of the generic training programme, including the following:*
- (a) A suitable venue with sufficient furniture, lighting and power.
 - (b) All necessary stationery consumables and study material.
 - (c) Transport of the students (as necessary)
 - (d) Payment of wage to all trainees during the classroom training at a rate equal to the minimum wage as set in the Ministerial Determination for the Expanded Public Works Programme on an annual basis.
 - (e) relevant PPE required for the project works
 - (f) Additional supervision of learners during the practical learning stages of the works. Wage for the learners during this stage of the training will be paid through the outputs.
- 1.6 Generic training courses shall commence within one month of possession of site and be completed before the end of the contract period.
- 1.7 The contractor's training programme shall be subject to the approval of the Employer, and the contractor shall, if so instructed by the Employer, alter or amend the programme and course content if a need is identified once the contract commences.
- 1.8 The contractor shall keep comprehensive records of the training given to each student and whenever required shall provide copies of such records to the Employer. At the successful completion of each course each student shall be issued with a certificate indicating the course contents as proof of attendance and completion.

3. ENTREPRENEURIAL SKILLS TRAINING

- 3.1 Small contractors and subcontractors will be entitled to receive a structured training programme, which will comprise both management skills as well as business development skills.
- 3.2 The contractor shall closely monitor the performance of all small subcontractors in the execution of their contracts and shall identify all such subcontractors who, in his opinion, display the potential to benefit from structured training as may be provided for in the contract and where required by the Employer, shall make recommendations in this regard. The final list of candidates will be decided between the contractor and the Employer.
- 3.3 The training will be delivered by trainers who are accredited by the Civil Engineering Training Scheme (CEITS) or other institutions recognised by the Department of Labour. Accredited training refers to both the trainers as well as to the training material.
- 3.4 The contractor shall facilitate in the delivery thereof, by instructing and motivating the subcontractor regarding attendance and participation therein.
- 3.5 The contractor shall further make all reasonable efforts to co-ordinate the programming of the subcontractor.
- 3.6 *The structured training will comprise out of the following as decided by the Employer:*

Course Description	Estimated Duration (Days)
1. Basic Business Principles	5
2. Basic Supervision	3
3. Running a Business	5
4. Legal Principles	5
5. Achieving Standards	3

- 3.7 The contractor shall provide with his tender, full details of the structured training programme, which he intends to implement, which details shall include the following:
- (a) The name of the training institution and programme
 - (b) The various aspects of each type of training comprised in the programme
 - (c) The manner in which the training is to be delivered
 - (d) The numbers and details of the trainers to be utilised.

Such details of the proposed entrepreneurial training programme shall be entered on or attached to form Schedule 14 of the forms to be completed by the tenderer.

- 3.8 The contractor shall be responsible for the provision of everything necessary for the delivery of the entrepreneurial training programme, including the following:
- (a) A suitably furnished venue (if required) with lighting and power.
 - (b) All necessary consumables, stationery and study material
 - (c) Transport of the subcontractors (as necessary)
- 3.9 All entrepreneurial training shall take place within normal working hours.
- 3.10 The contractor's training programme shall be subject to the approval of the Employer, and the contractor shall, if instructed by the Employer, alter or amend the programme and course content if a need is identified once the contract commences.
- 3.11 The contractor shall keep comprehensive records of the training given to each subcontractor and whenever required shall provide copies of such records to the Employer. At the successful completion of each course each subcontractor shall be issued with a certificate indicating the course contents as proof of attendance and completion.

4. IN SERVICE TRAINING

- 4.1 The contractor shall in addition to the structured (accredited) training as provided for in Part C of this document implement an in-service training programme, from the commencement of the contract, in which the various skills required for the execution and completion of the works are imparted to the labourers engaged thereon, in a programmed and progressive manner. Labourers shall be trained progressively throughout the duration of the contract, in the various stages of a particular type of work.

4.1.1 *Details of in-service training*

- (i) The contractor shall attach to applicable returnable form the basic details of his proposed in- service training programme, which details shall inter alia include the following:
 - * the details of training to be provided
 - * the manner in which the training is to be delivered

- * the number of details of trainers to be utilised.
- (ii) The in-service training programme shall be submitted with the initial works programme. The progress in relation to this programme will be recorded monthly and attached to the site meeting minutes and payment certificate.
- (iii) The contractor shall provide onsite, sufficient skilled and competent trainers to train all labourers engaged on the contract, in the various skills required for the execution and completion of the works.
- (iv) All labourers shall be remunerated in respect of all time spent undergoing training.
- (v) Every worker engaged on the contract shall on the termination of his participation on the contract, be entitled to receive from the contractor, a certificate of service in which the following information shall be recorded:
 - the name of the contractor
 - the name of the employee
 - the name of the project/contract
 - the nature of the work satisfactorily executed by the worker and the time spent thereon
 - the nature and extent of training provided to the worker
 - the dates of service.
- (vi) The cost of the above obligations shall be deemed to be covered by the sums and rates tendered for items B13.01(a), (b) and (c) in the bill of quantities. The performance of the contractor in providing in-service training, shall be taken into consideration should the contractor fail to reach his CPG at the completion of the project.

4.1.2 **Lead Time for Training**

The training of labour as specified shall, as far as possible, take place before commencement of each activity and the contractor shall take into account in his programme the lead-time he requires for such training. All training herein specified shall be deemed to be a construction activity and a non-negotiable condition of the contract”.

All formal training is to be documented in terms of the National/Provincial submission forms, and accompanied by an attendance register for the applicable days.

MEASUREMENT AND PAYMENT

	ITEM	UNIT
	1.12 Provision for training	
(a)	Generic skills Provisional (list training courses)	sum
(b)	Entrepreneurial skills Provisional	sum
(c)	Handling cost and profit in respect of sub-item E12.05(a) and (b) above	percentage (%)
(d)	Training venue (only if required)	lump sum
(e)	Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity to the site. (provisional sum)	sum
(f)	Additional supervision during practical training	lump sum

The prime cost sums are provided to cover the actual costs (including wages, tools and PPE) for attendance of accredited training courses as agreed with the Employer and shall be expended in accordance with the provisions of sub-clause 48(2) of the general conditions of contract. The tendered percentage in sub-item 4.1(c) is a percentage of the amount actually spent under sub-items 4.1(a) and (b) which shall include full compensation for the contractor's handling cost, profit, mentoring, record keeping, reporting and all other costs in connection therewith.

The lump sum tendered for 4.1(d) shall include full compensation for the provision of the training venue, for all necessary lighting, power, furniture, stationery, consumables and study material and for transportation of the students to and from the training venue. Payment of the lump sum will be made in two instalments as follows:

(i) The first instalment, 75% of the lump sum, will be paid after the contractor has met all his obligations regarding the provision of the training venue as specified.

(ii) The second and final instalment, 25% of the lump sum, will be paid after the provision of all the accredit training as specified in the document.

The lump sum tendered for 4.1 (e) shall include full compensation for the provision of additional supervisory staff to manage the output generated from the learners during practical training.

DAWID KRUIPER MUNICIPALITY
JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON
TENDER NO.: TN004/2026

C3.4: CONSTRUCTION

C3.4.1 WORKS SPECIFICATION

C3.4.1.1 Applicable SANS Standards

C3.4.1.1 RELEVANT ACTS, REGULATIONS AND STANDARDS

The whole of the refurbishment action shall comply and the work shall be executed in accordance with the latest edition of the following:

- (a) The Occupational Health and Safety Act, 1993 (Act no 85 of 1993) and the regulations promulgated in terms of the Act or the Factories Machinery and Building Works Act of 1941, whichever is applicable and their respective Regulations;
- (b) The latest revisions of the relevant SANS, DIN, BS, IEC and ISO supporting specifications referred to in the Particular Specifications.

C3.4.1.2 RESPONSIBLE PERSONS AND REPRESENTATION

The Contractor shall, before establishing on site, appoint and submit to the Client in writing a project organisational chart, listing the name(s) of the responsible person(s) in terms of the Occupational Health and Safety Act, 1993 (Act no 85 of 1993) and the regulations promulgated in terms of the Act within 14 days from being appointed.

The Contractor shall submit to the Employer within 14 days of the Commencement Date a list of addresses and telephone numbers of his Representative and key personnel who may be contacted both during and outside normal working hours in connection with the Works. The Contractor shall also refer to Sub-Clauses 4.2 of the Conditions of Contract.

C3.4.1.3 HEALTH AND SAFETY

From the date of site handover until the completed works is handed back to the Employer, the Contractor shall be responsible for maintaining safe working conditions as prescribed by the Occupational Health and Safety Act and the regulations promulgated in terms thereof on site.

The Contractor shall be responsible for supplying and installing the required safety signs as determined by the Occupational Health and Safety Act, 1993 (Act no 85 of 1993) and the regulations promulgated in terms of the Act, both during the construction phase and the completed works. All safety signs shall comply with the requirements of the latest edition of SANS 1186-1 as applicable.

C3.4.1.4 QUALITY ASSURANCE AND CONTROL

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and the Drawings rests with the Contractor, and the Contractor shall, at his own expense institute a quality assurance system and provide experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the quality of

the Works at all stages of the Contract. The cost of the Contractor's supervision and process control, including all testing carried out by the Contractor, will be deemed to be included in the rates tendered.

C3.4.1.5 DRAWINGS, DOCUMENTATION AND SAMPLES

C3.4.1.5.1 Documentation and Samples

The Contractor shall prepare and submit all technical data sheets of materials intended for the permanent works to the Engineer for his final approval. Samples of materials will be provided to the Engineer on his request. The cost of collection and/or development of technical documents and all samples will be deemed to be included in the rates tendered.

C3.4.1.5.2 Contractor's Drawings and Documentation

C3.4.1.5.2.1 General

All drawings and documentation submitted by the Contractor shall be in English and shall comply with the requirements prescribed below.

C3.4.1.5.2.2 Documents to be submitted with Tender

Apart from the documents required in terms of the Tender Data and Returnable Documents, the following information shall be submitted with the Tender, neatly bound in an A4 level-arch file and titled 'Proposal'. One original plus a full copy shall be provided with the tender.

- (1) Cover letter containing the tender price and well as comments on the compliance with the commercial terms of the tender, including confirmation of acceptance of proposed Contract Price Adjustment formulae;
- (2) List of items subject to variations in Rate of Exchange, including costs subject to variations, currency and rate of exchange applicable to the tender pricing;
- (3) Comments on technical compliance, recording any deviations from the specification by quoting the relevant clause number;
- (4) Reference list for all plant and equipment offered, including country of origin. All equipment offered shall have a minimum of 5 years proven record, shall have local agents carrying the necessary inventory of critical spares and local (South African) installations and carry a minimum warranty of 3 years.
- (5) Technical literature (supplier brochures, pump curves, technical pamphlets) relating to offered plant and equipment listed under (4).
- (6) Company profile;
- (7) Preliminary Project Programme;
- (8) Reference list of previous projects of similar type indicating project description, size in terms of value of works, contractor's specific role in project, location and client.

C3.4.1.5.2.3 Samples

The Contractor shall, prior to placing orders, and if required by the Client, submit samples of all material and equipment to the Client for approval.

Equipment and material shall only be approved in writing by the Employer and the Contractor is responsible for obtaining such approval prior to commencing with the installation.

C3.4.1.6 CONSTRUCTION PROGRAMME

In addition to the requirements of Clause 7.2 of the General Conditions of Contract, the programme shall be compiled by means of MS Project in Gantt chart format clearly marked as:

- Joint Sealing – Central Reservoir Complex Upington

The initial construction programme shall be approved by the Employer in writing and shall constitute the baseline programme. The critical path shall be clearly indicated on the programme and shall be used to assess all possible claims by the Contractor for extension of time due to any reason whatsoever. No extension of time will be granted in the absence of an approved baseline programme, which may be updated from time to time as ordered by the Employer. Any revisions of the baseline program that influences the critical path shall be brought to the Employer's attention in writing, also stating the reasons for such changes.

C3.4.1.7 CONTRACTOR'S EQUIPMENT

The Contractor's Equipment for construction and erection of the Works shall be adequate for the purpose required, of modern design and in good condition to carry out the Works expeditiously. Should the Employer be of the opinion that the Contractor's Equipment is in anyway unsuitable for carrying out the Works in a manner or at a rate commensurate with the requirements of the Contract, he shall have the right to instruct the Contractor at any time during the Contract to provide additional or improved plant, tools and equipment in order to meet the specified requirements.

C3.4.1.8 SITE MEETINGS

The Contractor or his authorized representative shall attend all meetings held at the Municipality with representatives of the professional team at dates and times to be determined by the Employer. Such meetings shall be held at least once a month for coordination purposes and to evaluate the progress of the contract. Ad-hoc technical meetings will be arranged at a suitable venue or Teams as and when required.

The Client will chair all site meetings, prepare and circulate minutes.. The Contractor shall submit monthly progress reports as required in a format to be agreed between the Contractor and Employer.

C3.4.1.9 SUB-CONTRACTORS

The appointment of any sub-contractor shall be subject to the approval of the Employer and/or the Employer. All sub-contractors employed by the Contractor shall be suitably qualified and experienced to carry out its portion of the work.

C3.4.1.10 GUARANTEES

All plant and equipment supplied under the Contract, shall be fully guaranteed against all defects arising from faults in the design, manufacture and workmanship for a period of **3 years** from the date of handing over.

B. GENERAL TECHNICAL REQUIREMENTS

C3.4.1.11 STANDARDS

- (a) All materials used shall be compliant for use in potable water supply.

C3.4.1.12 QUALITY OF MATERIALS

All material and equipment shall be new and suitable for the prevailing conditions at the Site, which shall include climatic conditions as well as the conditions under which materials and equipment are installed, stored and operated without distortion, deterioration or inducing undue stresses in any part such as to affect the efficiency and reliability of the plant and also without affecting the strength and suitability of the various parts for the duty which they have to perform.

All material and equipment shall conform in respect of quality, manufacture, tests and performance, with the relevant requirements of the SANS or where no such standards exist, with relevant current specification of the British Standards Institution and/or relevant IEC and/or ISO publications. Where applicable, the material shall bear the stamp of the relevant standards body.

Where proprietary materials and equipment are specified or required, approval of such materials or equipment shall be at the sole discretion of the Employer once the appropriate samples or technical literature have been submitted.

C. TESTING AND COMMISSIONING

C3.4.1.13 TESTS ON COMPLETION

Notwithstanding any requirements of Clause 8 [*Taking - Over*] of the General Conditions of Contract the following tests on completion shall be executed by the Contractor:

C3.4.1.13.1 Drop Test

Once the construction of the Works or a Sub-section has reached the stage of completion where it can be tested, the Contractor shall give to the Employer notice of the date at which the Contractor will be ready to carry out the test or any Sub-section thereof. For any acceptance test, at least one (calendar) week notice shall be given to the Employer's Agent of such test in writing.

C3.4.1.13.2 Testing at end of Defects Liability Period

All equipment and items supplied under this Contract shall be tested at the end of the **12-month** Defects Liability Period, to prove that it complies with the Specifications prior to the issuance of the Performance Certificate signifying final completion and acceptance of the Works.

D. GENERAL

C3.4.1.14 SITE FACILITIES AND SERVICES AVAILABLE

C3.4.1.14.1 Location of site camp and depot

The site of the existing works is constrained in terms of space and thus it is not envisaged that the site camp and depot can be accommodated within the perimeter of the works. The Contractor shall thus be expected to make the necessary arrangements with the local municipality for a suitable site camp in close proximity to the Site and shall carry all costs associated with such arrangements.

C3.4.1.14.2 Access to Site

The Contractor may make use of the existing access road to and within the Site, but shall be responsible to restore these roads to a similar or better condition that prevailed at the Commencement Date and at his expense. If the Contractor requires additional access to and within the Site, these shall be constructed at his own expense. Proper access control shall be instituted by the Contractor to prevent any unauthorised entry.

C3.4.1.14.3 Water supply

Potable water is available on Site.

Water for construction activities and domestic use at the Contractor's camp will be charged as per Municipality Tariff and amounts shall be deducted from Interim Payment Certificates.

Treated water from the plant may be used for testing purposes, including water tightness tests, and the Contractor shall be responsible for transport and handling of the water.

C3.4.1.14.4 Power supply

Electricity is not available on Site and the Contractor shall be required to make his own provision for temporary supply.

C3.4.1.14.5 Sanitation

The Contractor shall provide the necessary ablution facilities for his camp and depot..

C3.4.1.15 SECURITY OF THE SITE

The Contractor to provide for his own security.

C3.4.1.16 LOCAL LABOUR

The Contractor needs to accommodate local labour where possible. All labour appointments to be conducted through the local councillor and municipality LED office.

C3.4.1.17 Construction in Confined Areas

It will be necessary for the Contractor to work within confined or restricted areas. No additional or extra over payment will be made as described for in "restricted areas" in the Standard Specifications.

The Contractor shall note that measurement and payment will be in accordance with the specifications, excluding payment for work in restricted areas, irrespective of the method used, and that the rates and amounts tendered shall be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined or restricted areas and narrow widths at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered on account of these difficulties.

PROJECT SPECIFICATION

C3.5.1 CONSTRUCTION OF CIVIL WORKS

C3.5.1.1 STANDARD SPECIFICATIONS

The applicable "Standard Specifications" shall be the document "Standard Specifications for Civil Engineering Construction, SABS 1200-1986", issued by the South African Bureau of Standards.

Note 1 The Standard Specifications are not bound into the tender and contract documents, but are available at the Tenderer's/Contractor's expense from the South African Bureau of Standards in Pretoria, Private Bag X191, PRETORIA, 0001.

3.5.2 VARIATIONS AND ADDITIONS TO THE STANDARD AND PARTICULAR SPECIFICATIONS (Project Specifications)

The Standard Specifications do not cover all the different types of work included in the Contract. The general requirements for portions of the Works not covered by the Standard Specifications are described in the Particular Specifications under section C3.5.2.1 and C3.5.2.2.

The Clauses under section C3.5.2.1 and C3.5.2.2 (Project Specifications) are numbered "PS" and refers to the clauses in the Standard or Particular Specifications. New clauses not covered by clauses in the Standard or Particular Specifications, if included here, are also designated "PS" followed by a number.

The various documents listed under sections C3.5.2.1 and C3.5.2.2 shall be treated as mutually explanatory. However, should any requirement of section C3.5.2.1 and C3.5.2.2 (Project Specifications) conflict with any requirement of the Standard Specification or with any requirement of the Particular Specifications, then the requirement of section C3.5.2.1 and C3.5.2.2 (Project Specifications) shall prevail.

C3.5.2.1 CIVIL WORKS:

PSA GENERAL.....C3.5-3

PSA GENERAL

PSA1 QUALITY (Clause 3.1)

All material used in the Works shall, where such mark has been awarded for a specific type of material, bear the SABS mark. Alternatively, the Contractor shall furnish the Employer with certificates of compliance of materials, which bear the official mark of the appropriate standard.

PSA2 CONTRACTOR'S OFFICES, STORES AND SERVICES (Clause 4.2)

PSA2.1 Contractor's Camp

The Contractor's camp shall be kept clean at all times during construction and conform to the requirements and regulations of the Employer, authorities and the applicable Environmental Management Plan.

The Contractor must fence off his construction camp area with 1.8m high diamond mesh fence. The inside of each camp area shall be screened off from the public by 1.8m high green shade cloth neatly tied to the inside of the fence. All temporary fencing must be removed on completion of the Contract.

The camp may be used for the working hours activities of the Contractor's and the Employer's personnel and for all related facilities required by the Contractor and the Employer such as workshops, stores, testing laboratories, etc. The Contractor's personnel, including bona fide night watchmen, may only sleep within the camp should the Contractor:

- Take all the necessary steps required to comply fully with public legislation and regulations and all specification clauses governing the environment, health, transport, safety and public disturbance impacts of such on-site accommodation; and
- Acquire the written permission of the Employer and relevant authority and comply with their requirements.

Should at any stage of the Contract the Employer is of the opinion that the housing of personnel within the camp site of the Contractor is causing disturbance or inconvenience to the nearby residents, then the authority granted by this clause for the Contractor to house personnel on site may be withdrawn, either partially or entirely.

The Contractor shall at all times conform to all requirements contained in law or bylaws, as well as any other requirements set by the controlling local authority.

The Contractor shall water all access roads to the construction camp, as well as working areas used by vehicles inside the camps, twice daily including weekends as required or as may be directed by the Employer, to prevent dust being churned up by vehicles or wind.

At the completion of the construction work, the Contractor must break down and remove all concrete slabs, etc. in the construction camps and at the batching plant (if applicable), remove all rubble from the camp site and hand back the sites in a clean and tidy condition.

No Certificate of Completion shall be issued for the Works unless the site clearing is done to the satisfaction of the Employer.

PSA2.2 Source of Water Supply

The Contractor shall be responsible under the Contract for the supply and distribution at his cost of all water that he may require for purposes of constructing, testing and commissioning the Works.

Accordingly, the Contractor shall pay all consumption charges, and at his cost provide all connections, consumption meters, pipework, storage tanks, transport and other items associated with the supply of water for the Works. All connections to pipelines of a municipality (or its provider) shall be at points and to standards approved by the Employer and that municipality or designated provider.

PSA2.3 Source of Power Supply

The Contractor shall be responsible under the Contract for the supply and distribution at his cost of all electricity that he may require for purposes of constructing the Works. Accordingly, the Contractor shall pay all consumption charges, and at his cost to provide all connections, transformers, consumption meters, cables, distribution boards and other items that are associated with the supply of electricity for construction of the Works.

The Contractor shall, subject to the approval of the Employer, make any necessary arrangements with the relevant authority for the requisite connection(s). The distribution of electricity shall be in accordance with the applicable bylaws and regulations of the supply authority.

PSA2.4 Sanitary facilities

Ablution facilities shall be kept hygienic at all times. In addition, the Contractor shall at all times during construction of the Works provide adequate sanitary facilities on site.

PSA2.5 Housing

The Contractor will not be permitted to house any personnel within his camp site unless the Employer approves a written request to this end by the Contractor.

PSA3 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

PSA3.1 Existing Services and Structures (Sub-Clause 5.4)

The position and details of all existing services and structures known to the Employer are shown on the Drawings as Site Data. The Drawings show the best information available to the Employer at time of tender. The Employer takes no responsibility as to the accuracy or completeness of this information and has provided this information merely as an aid to the tenderers in preparing their bids for construction of the Works.

The Contractor shall protect all known existing services as well as all work being carried out and structures being erected on the Site by other contractors or public authorities. The Contractor must familiarize himself with the various standard regulations of the relevant public authorities and act accordingly. Any damage caused to these services or structures, or any obstructions or hindrance caused to other contractors or public authorities by the Contractor and all claims arising from such damage, obstruction or hindrance shall be the sole responsibility of the Contractor.

All repair work shall be carried out at the Contractor's expense to the entire satisfaction of the Employer or the appropriate public authority. The same obligations shall be imposed on the Employer and on other contractors employed by the Employer in respect of the Works being executed under this Contract.

The Contractor shall conduct the necessary search for unknown services as required by the Standard Specifications. After searching, all services shall be deemed as known. The Contractors' cost of searching for existing services and accommodating all existing services and relocating all services shall be priced into the appropriate items forming part of the Contract.

PSA4 TESTING

PSA4.1 All test results obtained by the Contractor in the course of his process control of the Works shall be submitted to the Employer or his Representative prior to requesting inspection of the relevant portions of the Works. Any request for inspection shall be submitted on the prescribed forms that will be issued once the Contract has been awarded.

PSA4.2 The Contractor shall make suitable arrangements for process control prior to commencement with the Works. Should he intend using site personnel for this purpose he shall ensure that suitably trained and competent personnel take charge of the necessary test work, and that the necessary equipment is at their disposal prior to commencement of the Works. Failure to comply with these requirements shall be just cause for the Employer to order suspension of the Works without additional remuneration, or for him to recommend termination to the Employer in terms of the Conditions of Contract.

PSA4.3 The Contractor shall deliver to the Employer, for his consideration, quality assurance programmes (as obtained from all the Contractor's proposed suppliers of pipes, valves and specials) prior to the Contractor's appointment of any suppliers.

PSA5 OTHER GENERAL FIXED-CHARGE ITEMS

Add the following new sub-clause 8.3.5 – Other general fixed-charge items

PSA5.1	8.3.5.3 Compliance with Health and Safety Requirements	Unit: Prov Sum
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The tendered sum shall cover all fixed charge expenses to ensure compliance with the Occupational Health and Safety Act (Act 85 of 1993) and its Regulations and with the Employer's Health and Safety Specification. The tendered sum shall include, but not be limited to the following:

- Provision of Health and Safety Plan
- Provision of Health and Safety File
- Health and Safety Training
- Personal Protective Clothing and Equipment
- Fences, Signs and Barricades
- Establishment of Safety Administration
- Baseline Medicals for all employees, working at the site of the Treatment Works, including:
 - Hepatitis A & B injections
 - Typhoid
 - Polio combined with tetanus
 - Lung function tests.
- Other Health and Safety Fixed-charge Obligations

PSA5.2 8.3.5.4 Environmental Management Plan Unit: Sum

Though no environmental authorisation is required and issued for this Works the Contractor will incorporate for good practice standard environmental compliance as part of his Health and Safety plan.

PSA5.3 8.3.5.5 Provide as-built drawings Unit: Sum

The sum tendered shall include full compensation for the provision of As-Built drawings drafted by a qualified draughtsperson and in accordance with the requirements described in the General Clauses and Requirements Part C3.4.1.

PSA5.4 8.3.5.6 Provide Operation and Maintenance Manuals Unit: Sum

The sum tendered sum shall include full compensation for the provision of draft manuals, submitting these to the Employer for approval, modifying as required until the manuals have been approved by Employer. The tendered sum shall further include for full compensation for providing the necessary amount of copies as specified in the General Clauses and Requirements Part C3.4.1.

PSA6 OTHER GENERAL TIME-RELATED CHARGE ITEMS

Add the following new sub-clause 8.3.6 – Other general time-related charge items

PSA6.1 8.3.6.1 Compliance with Health and Safety Requirements Unit: Prov Sum

The tendered sum shall cover all time-related charge expenses to ensure compliance with the Occupational Health and Safety Act (Act 85 of 1993) and its Regulations and with the Employer's Health and Safety Specification. The tendered sum shall include, but not be limited to the following:

- The employment cost of all health and safety personnel including consultants, health and safety officers, inspectors, supervisors and issuers required in terms of the Contractor's Health and Safety Plan,
- Updating the Health and Safety Plan as needed,
- Carrying out of periodic own audits and follow-up audits,
- Compiling on going risk assessments and risk assessment reports as required by the Works,
- Convening of regular safety meetings with the Safety Representatives,
- Accompanying and supporting the Employer or his Safety Agent during ad hoc audits,
- Compilation of monthly safety reports and statistics for the Employer or his Safety Agent,
- Implementation and maintenance of Training
- Maintenance of personal protective clothing and equipment
- Maintenance of fences, signs and barricades
- Implementation and maintenance of safety administration
- Other Health and Safety Time-related Obligations

PSA7 SUMS STATED PROVISIONALLY (Clause 8.5)

PSA7.1 Contingencies

A Provisional Sum shall be included in the Summary of Schedules for contingencies. No percentage mark-up will be applicable to any payments made using contingency money other than the mark up included in prices for variations determined in terms of the Conditions of Contract. The value of the Provisional Sum shall be based on the percentage of the sub-total value as specified in the Summary of Schedules. The utilization of Contingencies is at the sole discretion of the Employer.

PSA7.2 Contract Price Adjustment

No Contract Price Adjustment will be applicable to this Contract.

PSA7.3 Mechanical Equipment

A Provisional Sum has been included in Schedule 2 for the refurbishment of valves as and when ordered by the Employer.

In addition to the abovementioned amount, provision is made in Schedule 2 for a mark-up on the amount to be paid as stated in the Appendix to Tender. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 13.5 of the Conditions of Contract.

C3.5.3 PARTICULAR SPECIFICATIONS

The following Particular Specifications will be applicable to this Contract:

PSJS JOINT SEALING (CONCRETE RESERVOIRS)

C3.5.5-2

**JOINT SEALING – CENTRAL RESERVOIR COMPLEX
UPINGTON**

TN004/2026

PSJS: JOINT SEALING (CONCRETE RESERVOIRS)

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PSJS JOINT SEALING (CONCRETE RESERVOIRS)

PSJS1 SCOPE

This specification covers the requirements for post construction and maintaining of joint sealants for water retaining structures.

PSJS2 INTERPRETATIONS

The relevant SANS 1200 Standardised Specifications such as Concrete (Structural) and Concrete (Small Works) shall also apply to the work under this section.

PSJS2.1 Definition

For the purpose of this Specification, Water retaining structures shall be deemed to be classified under clause 2.4.1.3 (severe conditions) as specified in SABS 1200 G unless specified otherwise in the project specification.

PSJS3 MATERIAL

Different systems of waterproofing (or construction of systems) exists and the appropriate system (or combination) will be applied as specified on the drawings and approved by the Employer.

Systems or materials applicable under this specification must consist of the following or equivalent:

****If an alternative is used, the bidder must submit proof of product specifications.***

JOINT BANDAGE:

- a) Sikadur Combiflex SG 20 – Polyolefin Bandage for joint sealing
- b) Sikadur 31DW – Potable water certified epoxy for adhesion of Sikadur Combiflex SG20
- c) Sika Primer 3N – Primer for joint sealant inside joint, prior to application of Sikadur Combiflex system

OR

- d) Schomburg ASO®-TAPE – Polyolefin Bandage for joint sealing
- e) Schomburg ASODUR K4031 – Potable water certified epoxy resin for adhesion of ASO-TAPE.

JOINT FILLERS:

- f) Sika Injection 101 RC and 203 (For seepage stopping through cracks and joints prior to final sealing, if required).

OR

-
- g) SPETEC® SEAL GT350 (Hydrophilic injection resin for seepage stopping through cracks and joints prior to final sealing, if required).

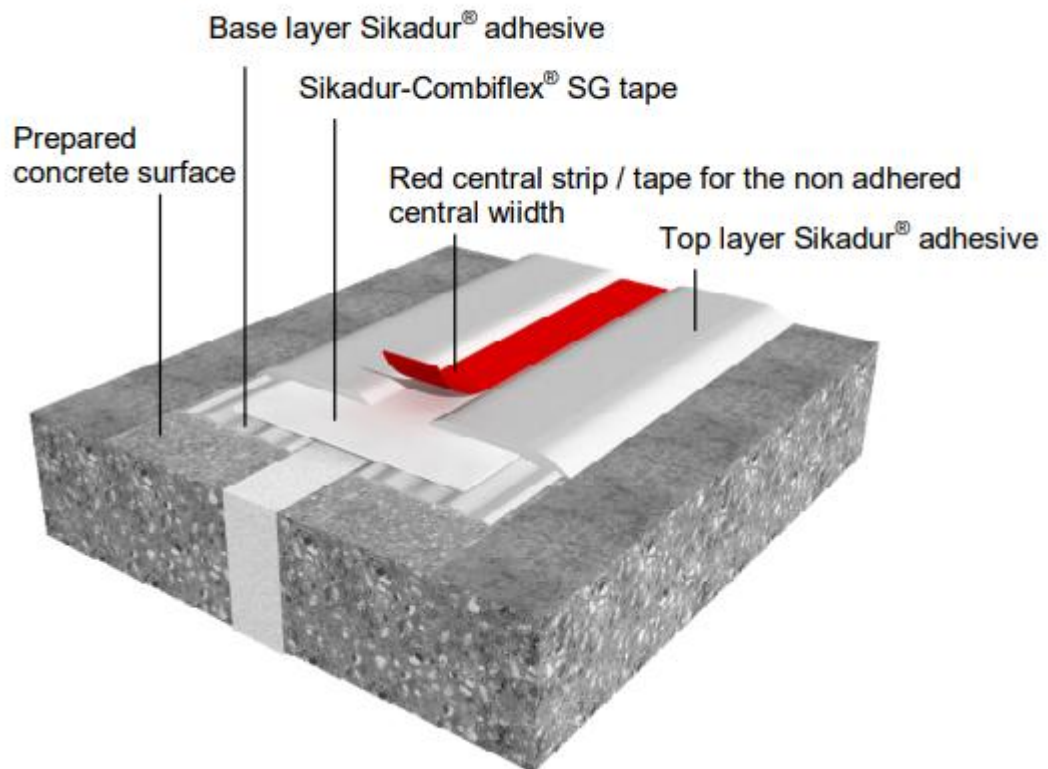
OR

- h) Belzona 2211 – MP Hi-Build Elastomer, and
i) Belzona 2911 –Elastomer QD Conditioner

PSJS3.1 Waterproofing with Sikadur – Combiflex® SG system

The joint sealing system by Sikadur-Combiflex® SG System.

Movement / Expansion joints



The Sikadur-Combiflex® SG system consist of a modified flexible Polyolefin (FPO) waterproofing tape, with advanced adhesion properties and a range of different special Sikadur® epoxy adhesives for use in different types of applications and conditions.

The joint shall consist of 2 mm thick Combiflex SG-20 (M/P) Polyolefin waterproofing tape, 200mm and/or 250mm wide, as shown on the drawings. The Polyolefin sheeting

shall have a tensile strength of 6N/mm² and an elongation at failure of not less than 400%.

The Sikadur-Combiflex® SG-20 (M/P) shall be bonded to the concrete with Sikadur® 31 DW two component, solvent free, moisture intensive, high viscosity, epoxy paste adhesive. Prior to applying the Sikadur-Combiflex® SG system, insides of joints shall be primed with Sika Primer 3N.

The minimum bond strength for the Sikadur-Combiflex® SG System (Sikadur-Combiflex® SG Tape glued with Sikadur® 31DW adhesive) shall be 2N/mm².

PSJS3.2 Waterproofing with ASO® -Tape system

The joint sealing system by ASO®-Tape System.



The ASO®-Tape system consist of a thermoplastic waterproofing tape, with advanced adhesion properties combined with the universal resin adhesive ASODUR-K4031.

The joint shall consist of 2 mm thick ASO®-Tape Polyolefin waterproofing tape, 250mm and/or 300mm wide, as shown on the drawings. The Thermoplastic tape shall have a tensile strength of 14N/mm² and an elongation at failure of not less than 1000N/mm².

The ASO®-Tape shall be bonded to the concrete with ASODUR-K4031, solvent free, universal epoxy resin adhesive.

The minimum bond strength for the ASO®-Tape system (ASO®-Tape glued with ASODUR-K4031 adhesive) shall be 2N/mm².

PSJS3.3 Waterstopping through cracks and joints

Joints or other areas with active water flow need to be sealed with the Sika® Injection system prior to applying the Sikadur-Combiflex® SG System or SPECTEC® SEAL GT350.



a) Temporary Waterstopping

For a temporary waterstopping in high water intrusions inject Sika® Injection – 101 RC.

b) Permanent Seal

For a permanent watertight crack sealing inject with Sika® Injection – 203 after temporary waterstopping,

or

Inject with SPECTEC® SEAL GT350 a low viscosity, flexible, hydrophilic injection resin.

A single part application high pressure pump to be used for injection of the sealant.

PSJS3.4 Waterproofing of joints (ALTERNATIVE)

Joints to be sealed with BELZONA® 2211 (MP HI-BUILD ELASTOMER) and BELZANO® 2911 (ELASTOMER QD CONDITIONER) where approved by Employer strictly in accordance with the BELZONA Know-How System Leaflet FPA-6.

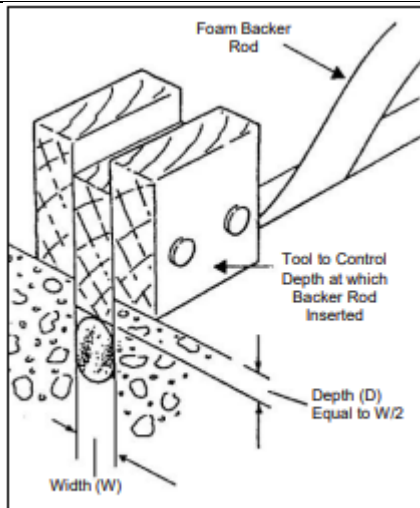


Fig. 1

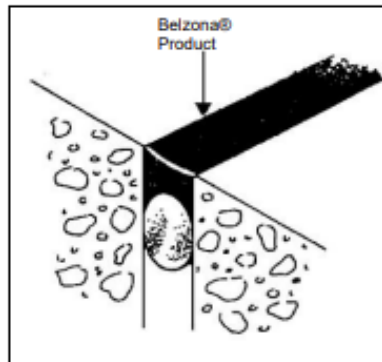


Fig. 2

PSJS4 INSTALLATION

Applications may only be done by experienced professionals. Strict adherence to product specifications and requirements must be complied with. Where conditions or application differ from that stated or from what the experienced professional are familiar with, product specialists needs to be consulted.

PSJS4.1 Further Information

- a) Sika Method Statement: Sikadur – Combiflex® SG System
- b) Relevant Product Data Sheets
- c) BELZONA Know-How System Leaflet FPA-6.

PSJS4.2 Concrete Surface Preparation

Substrate to be clean, sound and homogeneous. The following steps must be taken as required:

- a) Grinding or wire brushing
 - Typically done with an angle grinder
 - For removing cement laitance or significant foreign material on either side of the joint/crack.
 - Surface cleaning 50mm wider either side of the joint/crack than the width of tape to be applied.
 - Protruding residual sealant to be scrapped of with a scraping tool to a level flush or lower than the floor soffit.
 - To avoid grinding of residual sealant as it will burn from friction and form a non-adhering carbon layer.

-
- b) High pressure cleaning with water
- After grinding or wire brushing, high pressure water jetting to be used to remove resulting residue and foreign material.
 - Sweep any standing water from the surface.
 - Dry surface with high pressure air free from oil and water.

ALTERNATIVELY

- c) High pressure cleaning with Dry Ice (CO₂)
- Using high pressure Dry Ice jet blasting to remove resulting residue and foreign material.
 - Dry surface with high pressure air free from oil and water
- d) Metal Surfaces
- Steel surfaces must be treated to white metal (SA2^{1/2})

PSJS4.3 Installation of Joint Bandage System

Applications may only be done by experienced professionals. Product specifications and requirements must be complied with. Refer to applicable method statements.

- a) Substrate moisture content.
- Surface to be dry or matt damp (No standing water)
- b) Substrate Temperature
- Maximum: +30°C
 - Min: +10°C
- c) Application - Adhesive.
- Adhesive to be applied with a gauging trowel, smooth or notched and evenly spread over the substrate.
 - Masking tape to be used to mark out application area and provide smooth, clean edge once removed.
 - Minimum adhesive bed thickness is 2,0mm.
 - Mortar systems to be protected for 4-6 hours from dampness after application.
 - Minimum time for full cure (@23°C) – 16 hours.
 - Top layer to be applied only after the first layer stiffened and began to harden.
 - Top layer to be applied to a minimum thickness of 1,0mm.
 - Top layer to be smoothed off with round and clean edges in straight lines.

-
- d) Application - Tape.
 - Tape to be applied within the open time for adhesive.
 - Press tape firmly, without entrapping air, into the adhesive with a suitable roller. Adhesive to be squeezed out on both sides of the tape by ~5mm.
 - e) Tape Connections.
 - Tape end connections to be conducted through hot air thermal welding.
 - Welding area to be prepared by abrading and roughening the surface.
 - Tape overlap to be between 40~50mm.

PSJS4.4 Installation of Expansion Joint Sealant

Applications may only be done by experienced professionals. Product specifications and requirements must be complied with. Refer to applicable method statements.

- a) Refer to BELZONA Know-How System Leaflet FPA-6.

PSJS5 MEASUREMENT AND PAYMENT

PSJS5.1 Measurement and Rates

PSJS5.1.1 Surface Preparation

- a) Cleaning concrete surfaces (by any means) Unit: m²
- b) Cleaning steel surfaces (by any means) Unit: m²

Separate items will be scheduled for each type of surface.

"The tendered rates shall include full compensation for providing all labour, materials and equipment required to carry out the work, for all preparatory work, for constructing the work scheduled in a workmanlike manner and for finishing off and cleaning up when the work has been completed".

PSJS5.2.1 Joint sealing

- a) Joint tape bandage system with approved adhesive and bonding Unit: m
- b) Tape connections with hot air thermal welding Unit: No

Separate items will be scheduled for each type of bandage system.

"The tendered rates shall include full compensation for providing all labour, materials and equipment required to carry out the work, for all preparatory work, for constructing the work scheduled in a workmanlike manner and for finishing off and cleaning up when the work has been completed".

PSJS5.3.1 Water Stopping

- | | |
|---|---------|
| a) Temporary water stopping through injection | Unit: m |
| b) Permanent water stopping through injection | Unit: m |
| c) Water stopping with joint filler | Unit: m |

Separate items will be scheduled for each type of water stop injection system.

“The tendered rates shall include full compensation for providing all labour, materials and equipment required to carry out the work, for all preparatory work, for constructing the work scheduled in a workmanlike manner and for finishing off and cleaning up when the work has been completed”.

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JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON
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C3.6: ANNEXES

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TENDER NO.: TN004/2026

ANNEX A: LOCALITY PLAN



Figure 1: Locality Plan

ANNEX C: DRAWINGS ISSUED FOR TENDER

[illegible]

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JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON
TENDER NO.: TN004/2026

PART C4: SITE INFORMATION

- | | |
|------|---------------------------------------|
| C4.1 | Site Inspection |
| C4.2 | Nature of Physical Conditions on Site |
| C4.3 | Existing Underground Services |

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JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON

TENDER NO.: TN004/2026

C4: SITE INFORMATION

C4.1.1 Site Location

The Central Reservoirs consists of two rectangular, flat concrete roof reservoirs next to one another and are located in Upington Industrial. The reservoirs, seen as 1 combined reservoir, were commissioned in 1985.

The larger reservoir is operated at 100% capacity with minor water leaks being reported. The smaller reservoir is empty and temporarily decommissioned due to severe water leaks at the joints. The reservoirs are owned and operated by the Dawid Kruiper Municipality.

C4.1.2 Geotechnical Data

No geotechnical data are available.

C4.1.3 Site Access

Site can be accessed through Upington Industrial from Tin Street.

DAWID KRUIPER MUNICIPALITY

JOINTS SEALING OF CENTRAL RESERVOIR

TENDER NO.: TN004/2026

CIDB STANDARD CONDITIONS OF TENDER

The Standard for Uniformity in Construction Procurement was first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 27831 of 22 July 2005, Board Notice 99 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice 9 of 2008 in Government Gazette No 30692, of 1 February 2008 and Board Notice 11 of 2009 in Government Gazette No 31823, of 30 January 2009

This March 2010 edition incorporates the amendments made in Board Notice No 86 of 2010

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

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

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

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

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

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.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.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

Add the following:

The Employer does not provide insurance.

The successful Tenderer (i.e. Contractor) is responsible for providing full insurance cover for the contract for the duration of the project until the issue of the Certificate of Completion.

F.2.10 Pricing the tender offer

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

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

- F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8** Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
- F.2.14** **Information and data to be completed in all respects**
- Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.
- F.2.15** **Closing time**
- F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.
- F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- F.2.16** **Tender offer validity**
- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

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

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The Employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the Tender Data respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a. an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b. the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c. in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

- F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.
- F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.
- F.3.5 Two-envelope system**
- F.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
- F.3.5.2** Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.
- F.3.6 Non-disclosure**
- Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
- F.3.7 Grounds for rejection and disqualification**
- Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
- F.3.8 Test for responsiveness**
- F.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:
- a) Complies with the requirements of these Conditions of Tender,
 - b) has been properly and fully completed and signed, and
 - c) is responsive to the other requirements of the tender documents.
- F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:
- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
 - b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or

- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

F.3.8.3 Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors, omissions and discrepancies

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

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if a bill of quantities applies) to achieve the tendered total of the prices.

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F3.11.1 General

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

Method 1: Financial offer	1) Rank tender offers from the most favorable to the least favorable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preference. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest.

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

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

F.3.11.2 Scoring Financial Offers

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

N_{FO} = $W_1 \times A$ where:

N_{FO} = the number of tender evaluation points awarded for the financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

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

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount		P/P_m
2	Lowest price or percentage commission/fee		P_m/P

Where:

P_m = the comparative offer of the most favorable tender offer.

P = the comparative offer of tender offer under consideration.

F.3.12 Insurance provided by the employer

Add the following:

The Employer does not provide insurance.

The successful Tenderer (i.e. Contractor) is responsible for providing full insurance cover for the contract for the duration of the project until the issue of the Certificate of Completion.

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- a) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Notice to unsuccessful tenderers

F.3.14.1 Notify the successful tenderer of the employer's acceptance of this tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.14.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.15 Prepare contract documents

F.3.15.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.15.2 **Complete** the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

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

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

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

F.3.19 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

DAWID KRUIPER MUNICIPALITY
JOINT SEALING – CENTRAL RESERVOIR COMPLEX UPINGTON
TENDER NO.: TN004/2026

APPENDIX B: SUPPORTING DOCUMENTATION

Add to Appendix B supporting documentation as proof of requirements related to this Bid Document

- i) Schedule of Work Experience
- ii) CV's of Key Personnel
- iii) Project Methodology
- iv) Program
- vi) CSD Registration
- vii) CIDB Registration
- viii) Bank Rating Letter

Supporting documentation must comply with the requirements as set out in the Tender Data