



**CONTRACT NO: VCW410/WINWTW/25**

**VOLUME 1 – TECHNICAL PROPOSAL**

**UPGRADE AND REFURBISHMENT OF WINBURG WATER  
TREATMENT WORKS**

**MAY 2026**

**TENDER SUBMITTED BY:**

Registered Name of Company: .....

Address: .....

Telephone Number: .....

Fax Number: .....

Email: .....

**Issued by:**

Vaal Central Water  
P. O. Box 30121  
Pellissier  
9322



**ISSUE DATE: FRIDAY, 22 MAY 2026**

**COMPULSORY BRIEFING SESSION: THURSDAY, 4 JUNE 2026 at 11h00**

**CLOSING DATE: FRIDAY, 19 JUNE 2026**

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**END OF SECTION**

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Contractor

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## **VAAL CENTRAL WATER**

### **CONTRACT NO: VCW410/WINWTW/25: UPGRADE AND REFURBISHMENT OF WINBURG WATER TREATMENT WORKS**

### **TENDERING PROCEDURES**

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**VAAL CENTRAL WATER**

**CONTRACT NO: VCW410/WINWTW/25**

**UPGRADE AND REFURBISHMENT OF WINBURG WATER TREATMENT WORKS**

**TENDERING PROCEDURES**

**SECTION T1.1: TENDER NOTICE AND INVITATION TO TENDER**

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## **Tender Notice and Invitation to Tender**

**CONTRACT NUMBER: VCW410/WINWTW/25**

### **PROJECT DESCRIPTION: UPGRADE AND REFURBISHMENT OF WINBURG WATER TREATMENT WORKS**

#### **Section T1.1: Tender Notice and Invitation to Tender**

Vaal Central Board (Former Bloem Water) derives its primary mandate from the Water Services Act, Act 108 of 1997 and is, in terms of the Public Finance Management Act (PFMA), Act 1 of 1999, Schedule 3B, a National Government business entity, which reports to the Executive Authority, represented by the Minister of Water and Sanitation through the Department of Water and Sanitation (DWS).

Vaal Central is a Water Board with the mandate to provide water services to the Southern and Central areas of the Free State Province and the Northern Cape respectively to include the entire jurisdictional area that was previously serviced by Sedibeng Water as gazetted on 26 July 2022 by the minister of Water of Water and Sanitation.

Vaal Central Water accordingly invites interested Service Providers to tender for the following construction contract.

**Contract No: VCW410/WINWTW/25 : UPGRADE AND REFURBISHMENT OF WINBURG WATER TREATMENT WORKS**

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Contractor

Witness 1

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Employer

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## Scope of Works

The scope of works includes civil, mechanical, and electrical works as outlined below

### Civil Works:

- Preliminary & General
- General Site Works
- Repair Wolwas Raw Water Pipelines (Provisional)
- Modifications to Wolwas Inlet Chamber
- Replace the raw water rising main to WTW
- Minor Improvements to Raw Water Pump Station
- New Chemical Dosing Building
- Minor Improvements to Inlet Works
- Repair cracks in Clari-flocculator and unblock Sludge Pipe
- Major Refurbishment of Filter Building
- Modifications to Filter Inlet Channel
- Provide New Staff Building
- New Chlorination Building
- Repair or Replace all Leaking Pipes (Provisional)
- New Sludge Holding Pond, Drying Beds, and Wash Water Recovery System

### Mechanical and Electrical Works:

- Preliminary and General requirements for Mechanical and Electrical works
- Refurbishment and upgrading of the Bulk Electrical Supply to the WTW
- Replacement of Wolwas Dam raw water pump sets, including pipework and New Electrical Control Panel.
- Improvement of Bulk Electrical Supply at Wolwas Pump Station (Provisional)
- Replacement Raw Water Pump sets at Rietfontein Dam, including pipework, valves and minor modifications to existing electrical panel.
- Replacement of raw water and clear water Flow Meters, including associated pipework, cabling, control and instrumentation.
- Replacement of existing Chemical (flocculant) Dosing System, including tanks, testing and repair of installed pumps, pipework, and electrical controls.
- Refurbishment of the Clari-flocculator rotating bridge, scrapers, and paddle mixers, including the supply of one additional paddle mixer
- Supply and installation of a new sludge (knife-gate) valve, including electric actuator and control system.
- Replacement and Upgrading of the Clari-flocculator Electrical Panel

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Contractor

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- Major refurbishment of valves and pipework within the filter building, including modifications to the backwash control system.
- Replacement of Chlorination System, including new equipment housed in a new building, complete with safety systems and controls.
- Replacement of Clear Water Pump-sets, including refurbishment of associated pipework, sump level control, and electrical panel modifications.
- Integration of all pumps and process equipment into the telemetry and basic loss control system, including level-based pump start/stop and inhibit logic at
  - WTW
  - Rietfontein Dam pump station
  - Winburg Reservoirs

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Contractor

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**Where bid documents can be obtained:**

National Treasury Website – eTender Publication: [www.etenders.gov.za](http://www.etenders.gov.za)

Vaal Central Water Website: [www.vaalcentralwater.co.za](http://www.vaalcentralwater.co.za)

The Construction Industry Development Board (CIDB) website: [www.cidb.org.za](http://www.cidb.org.za)

Vaal Central Water Website Social media platforms

**A compulsory briefing session with representatives of the employer will take place on Thursday, 4 June 2026, at Winburg Water Treatment Plant at 11:00, Winburg, 9420**

- The WTW coordinates are 28°33'6.59"**South**                      26°59'28.85"**East**

The service provider should, in all respects, comply with the conditions as set out below and as specified in the tender document. It is estimated that tenderers should have a CIDB Contractor Grading designation of **7 EP OR 7 ME PE/HIGHER** in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, 2004. Potentially emerging (PE) enterprises that satisfy the criteria stated in the bid document may submit bid offers.

Only tenderers that satisfy the eligibility criteria stated in the tender document will be eligible to submit tenders.

Vaal Central Water promotes Broad Black Economic Empowerment. The name of the firm submitting the tender shall be clearly shown on all correspondence. An appointment will be made in terms of the approved Supply Chain Management Policy of the Board of Vaal Central Water.

Completed proposals must be addressed as below and deposited **before 12:00 on Friday, 19 June 2026**, at the Tender Box situated at the Vaal Central Water Reception Area for Attention:

Supply Chain Management

Vaal Central Water,

2 Mzuzu Street,

Pellissier,

Bloemfontein,

9322

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Contractor

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Witness 1

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Each bidder must submit an envelope clearly marked Contract No. **VCW410/WINWTW/25: UPGRADE AND REFURBISHMENT OF WINBURG WATER TREATMENT WORKS** with the bidder's name and address. The name of the firm submitting the tender shall be clearly shown on all correspondence. An appointment will be made in terms of the approved Supply Chain Management Policy of the Board of Vaal Central Water.

Tenders may only be submitted on the tender documentation that has been issued. One-envelope system will be followed.

Each proposal must be submitted in 1 separate envelope clearly marked:

1. Contract No.: VCW410/WINWTW/25: UPGRADE AND REFURBISHMENT OF WINBURG WATER TREATMENT WORKS– Technical Proposal and – Financial Proposal.

Proposals that are incomplete, filled incorrectly, or telegraphic, telephonic, telex, facsimile, e-mail, or late tenders will not be accepted. Should you not receive any feedback from Vaal Central Water after 120 days of submission, consider your tender unsuccessful. Vaal Central Water reserves the right NOT to appoint any Service Provider or to withdraw this request for bids.

Service Providers who meet the specified quality criteria will be further evaluated in line with the Preferential Procurement Policy Framework Act (PPPFA) principle of 90/10 or 80/20. Vaal Central Water reserves the right not to award the tender to the highest scoring bidder.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**Technical Queries can be directed to:**

Mr. K. Pule

Vaal Central Water

Tel: +27(0) 51 403 533

Email: [kgetsip@vcwater.co.za](mailto:kgetsip@vcwater.co.za)

**Tender Administrative Queries can be directed to:**

Supply Chain Management

Tel: 051 - 403 0800

Fax: 051 – 422 5333

Email: [bids@vcwater.co.za](mailto:bids@vcwater.co.za)

*NB: Service Providers to all departments, constitutional institutions and public entities listed in schedule 2 and 3 of the PFMA are required to self-register on the Central Supplier Database.*

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**VAAL CENTRAL WATER**

**CONTRACT NO: VCW410/WINWTW/25**

**UPGRADE AND REFURBISHMENT OF WINBURG WATER  
TREATMENT WORKS**

**TENDERING PROCEDURES**

**SECTION T1.2: TENDER DATA**

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Contractor

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Employer

Witness 1

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**VAAL CENTRAL WATER**

**CONTRACT NO: VCW410/WINWTW/25**

**UPGRADE AND REFURBISHMENT OF WINBURG WATER TREATMENT WORKS**

**T1.2 TENDER DATA**

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the Construction Industry Development Board's Board Notice 423 of 2019 (contained in Government Gazette No. 42622 of 08 August 2019), bound into Section T1.3.

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

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

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
1.1	The Employer is Vaal Central Water.
1.2	<p>The Tender documents issued by the Employer comprise two volumes. Each volume consists of the following:</p> <p><b>VOLUME 1: TECHNICAL PROPOSAL</b></p> <p>Part T1            Tendering Procedures</p> <p>Section T1.1    Tender Notice and Invitation to Tender</p> <p>Section T1.2    Tender Data</p> <p>Section T1.3    Standard Conditions of Tender</p> <p>Part T2            Returnable Documents and Schedules.</p> <p>Section T2.1    Returnable Schedules for Bid Evaluation Purposes</p> <p>Section T2.2    Other Documents Required for Bid Evaluation Purposes</p> <p><b>VOLUME 2: FINANCIAL PROPOSAL</b></p> <p>Part C1            Agreements and contract data</p> <p>Section C1.1    Forms of offer and acceptance</p> <p>Section C1.2    Contract Data</p> <p>Part C2            Pricing Data</p> <p>Section C2.1    Pricing Instructions</p> <p>Section C2.2    Schedule of Quantities</p> <p>Section C2.3    Summary of Schedules</p> <p>Section C2.4    Banking Details</p> <p>Part C3            Scope of work</p> <p>Section C3.1    Description of the Works</p> <p>Section C3.2    Standard Specifications</p> <p>Section C3.3    Project Specifications</p>

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	Section C3.4 Particular Specifications Part C4 Site Information Annexure A: Tender Drawings Annexure B: Environmental Management Plan
1.3.2	Replace this sub-clause with the following: These Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for Tender evaluation purposes, shall form part of the Contract arising from the invitation to Tender.
1.4	The Employer’s Agent is (also referred to as the Engineer): <b>Umzuzo Infrastructure (Pty) Ltd T/A UMZ Consulting</b>  Regus Business Centre, Ground Floor, Unipark Building Vodacom Lane, Nobel Street, Bloemfontein, 9301 <b>Name:</b> Mr. MK Ntshangase Tel: +27 33 342 2929 Email: <a href="mailto:mxolisi@umzuzo.co.za">mxolisi@umzuzo.co.za</a>
1.5 1.5.1	<b>The Employer’s right to accept or reject any tender offer.</b> Replace the contents of the clause with the following: The Employer may accept or reject any Tender or portion thereof, variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but shall give reasons for such action
1.6.1	Replace the contents of the clause with the following: The Employer reserves the right, within unambiguous and justifiable reasoning, to not necessarily conclude a contract 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. The Employer reserves the right to accept, where applicable, a part or portion of any Tender or where possible accepts Tenders or proposals from multiple Tenders.
2.1	Only those tenderers who satisfy the following criteria are eligible to submit tenders. Bidders who do not adhere to those criteria listed below will be disqualified immediately.

Contractor

Witness 1

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Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender				
	A. Bidders who do not adhere to the criteria listed below a PRE-QUALIFIER, will be disqualified immediately.				
	Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender (Y/N)	
	1	Fully completed and signed Standard Bidding Documents		Pre-Qualifier	Y
		· SBD Form 1			
		· SBD Form 3.1			
· SBD Form 4					
· SBD Form 6.1					
2	Attendance at the Compulsory Clarification Session attended by the Bidder		Pre-Qualifier	Y	
3	<p>CIDB registration and Grading</p> <p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <p>1- Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25 (7A) of the Construction Industry Development Regulations, for a level <b>7 EP PE OR ME PE/ HIGHER</b> are eligible to submit Tenders for this contract.</p> <p>2- Contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms</p>		Pre-Qualifier	Y	

Contractor

Witness 1

Witness 2

Employer

Witness 1

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Clause	Addition or Variation to Standard Conditions of Tender			
		<p>of (a) above and who satisfy the following criteria:</p> <ul style="list-style-type: none"> <li>• the Employer is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the CIDB Specification for Social and Economic Deliverables in Construction Works Contracts; and</li> <li>• the Employer agrees to provide the financial, management or other support that is considered appropriate to enable the contractor to successfully execute that contract.</li> </ul> <p>3- Joint ventures are eligible to submit Tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB within 10 days from the closing date of tenders;</li> <li>2. the lead partner has a contractor grading designation in the <b>7 EP PE OR 7 ME PE/ HIGHER</b> class of construction work; and</li> <li>3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>7 EP PE OR 7 ME</b></li> </ol>		

Contractor

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Employer

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Clause	Addition or Variation to Standard Conditions of Tender		
		<p><b>PE/ HIGHER</b> class of construction work</p> <p>The Employer may, in its discretion, subject to the provision of Section 4(1)(d) of the State Tender Board Act (Act 86 of 1968), condone any failure to comply with the foregoing condition.</p>	
	4	<p>The tenderer should be able to attach proof of registration and in Good Standing with the Compensation Commissioner, Compensation for Occupational Injuries and Diseases Act (<b>COIDA</b>) or with a licensed compensation insurer.</p>	Pre-Qualifier  Y
	5	<p>The Bidder should be able to submit the following:</p> <ul style="list-style-type: none"> <li>• Certified copy of certificate of Incorporation if Bidder is a company or;</li> <li>• Certified copy of founding statement if Bidder is a closed corporation or;</li> <li>• Certified copy of Partnership agreement if Bidder is a partnership or;</li> <li>• Certified copy of Identity document if Bidder is a one-man concern.</li> </ul>	Pre-Qualifier  Y

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender		
	<p>B. Bidders who do not adhere to the indicated response time for clarifications requested by the Employer will be deemed to be non-responsive and their submissions will not be evaluated further.</p>		
	Responsiveness Criteria	Clarification Time	Applicable to this Tender (Y/N)
1	The Respondent submits a valid Tax Compliance Status PIN letter issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations. Respondents shall be registered and in good standing with the South African Revenue Services (SARS) and should be able to submit a valid tax compliance pin issued by SARS. Each party to a Consortium/Joint Venture should be able to submit a separate valid Tax Compliance Status PIN letter and attach it to the schedule.	7 days	Y
2	Respondents that provide a copy of latest Unemployment Insurance Fund (UIF) return (if not stated on the valid tax compliance pin)	7 days	Y
3	The Respondent has not abused the Employer's Supply Chain Management System or failed to perform on any previous contract and has been given written notice to this effect.	7 days	Y
4	The Respondent or any of its Directors/Shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.	7 days	Y
5	The Employer will only enter into a formal contract with a respondent who is registered on the National Treasury Central Supplier Database (CSD). The submission of a full CSD report (not summary) is compulsory for any Respondent to be eligible to submit.	7 days	Y
6	The Respondent has completed the Declaration of Interest and there are no conflicts of interest which may impact on the Respondent's ability to perform the contract in the best interests of the Employer or potentially compromise the submission process	7 days	Y

Contractor

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Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender		
		and persons in the employ of the state are permitted to submit bids or participate in the contract.	
	7	The Respondent submits a valid B-BBEE Compliance Certificate issued by an Accredited Service Provider or Certified Sworn Affidavit.	7 days Y
	8	Only those Respondents that can provide Financial references, audited financial statements as required and with a bank rating of not less than a "C" can be considered for evaluation.	7 days Y
	9	Annexure 1: Acceptance of Bid conditions – to be duly completed and	7 days Y
	10	Annexure 2: Supply Chain Management Questionnaire – to be duly	7 days Y
	<p>The tenderer's primary business is to provide supplies or services as per the Tender invitation</p> <p>Accept that all returnable documents and schedules which are required to be certified are done so by a registered Commissioner of Oaths of the Republic of South Africa.</p>		
2.2	<p>Bidders must utilise the National Treasury's Central Supplier Database (CSD) for identification of potential subcontractors from the pool of EMEs or QSEs to advance designated groups.</p> <p>The responsibility to subcontract with competent and capable sub-contractors' rests with the main contractor/ supplier.</p> <p>As far as possible, the bidder must consider subcontractors from the area/s where the project will be taking place.</p> <p>Where CIDB related works are subcontracted, each Subcontractor must also be registered with the appropriate CIDB grading in accordance with the value of the work to be undertaken by that Subcontractor.</p>		
2.2.1	Add the following to sub-clause 2.2.1:		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the Employer or the Employer’s Agent (if required).
F2.6	<p>Add the following to the clause:</p> <p>Failure to acknowledge receipt of any addenda will result in disqualification.</p> <p>It is the responsibility of the tenderer to provide accurate and clear information on the attendance register or Purchase of Tender document register. The Employer’s agent will not follow-up on incorrect or unclear information provided.</p>
2.7	<p>A compulsory clarification meeting and site visit will be held as follows:</p> <p><b>Location:</b> Winburg Water Treatment Plant Winburg, 9420</p> <p><b>Coordinates:</b> Latitude: 28°33'6.59"South Longitude: 26°59'28.85"East</p> <p><b>Date:</b> Thursday, 4 June 2026</p> <p><b>Time:</b> 11:00</p> <p>For a joint venture, one of the partners must attend the compulsory clarification meeting. Confirmation of attendance will be recorded, on site, in the Site Inspection Certificate included in Section T2.2 of the Document.</p> <p>Tender documents will be made available at the site visit or clarification meeting. Detail relating to the collection of tender documents is indicated in the Tender Notice and Invitation to Tender (Section T1.1 of the document).</p> <p>Failure to fill the attendance register and/or the “Site Inspection Certificate” will result in a disqualification.</p> <p>Bidders should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved. Addenda will be issued only to those tendering entities appearing on the attendance list.</p>
2.8	<p>Replace the contents of the clause with the following:</p> <p>Request clarification of the tender documents, if necessary, by notifying the Employer’s Agent, as indicated in the Tender Notice and Invitation to Tender, at least seven (7) working days before the closing time stated in the Tender Data.</p>
2.9	Add the following to the clause:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	The Contractor shall be responsible to affect all insurance as required for the purposes of executing the Contract.
2.10.5	Add the following sub-clause 2.10.5: A digital copy of the Bill of Quantities can be obtained from Vaal Central Water Supply Chain Department ( <a href="mailto:bids@vcwater.co.za">bids@vcwater.co.za</a> ) at the office of the Employer upon sufficient notice.
2.11	Replace the last sentence of the clause with the following: To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry. Corrections in terms of price may not be made by means of a correction fluid such as Tippex or a similar product. If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid may be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used the tender as a whole will not be considered. Tampering with or taking the documents apart is strictly prohibited.”
2.12.1	Add the following to the clause: All alternative tender offers shall be referred to in Section T2.2.1 – Alterations to Tender.
2.12.2	Add the following to the clause: Should the Tenderer wish to offer alternative designs and/or construction materials, he shall include with this Tender, full details thereof, including a complete bill of quantities, formal design calculations, and full details of all alternative components proposed to be included in the Works. Refer also to the Contract Data in this regard. Failure to properly comply with this clause, thereby preventing the Employer and/or the Employer’s Agent to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration. No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tender rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.
2.13.2	Replace the contents of the clause with the following:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	<p>Return the complete set of documents as listed in the Tender Data with all the required information supplied and completed in all respects.</p> <p>All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.</p>
2.13.3	<p>Only one (1) original tender offer is required. It is recommended that all pages be numbered.</p>
2.13.4	<p>Add the following to the clause:</p> <p>Only authorised signatories may sign the original and all copies of the tender offer where required in terms of 2.13.3.</p> <p><b><u>Accept that failure to submit proof of authorisation to sign the tender shall result in a Tender Offer being regarded as non-responsive.</u></b></p> <p>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</p> <p>In case of a COMPANY submitting a tender, include a certified copy of the Certificate of Incorporation of such company, together with a resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a CLOSED CORPORATION submitting a tender, include a certified copy of the Founding Statement of such corporation, together with a resolution by all its members authorising a member or other official of the corporation to sign the documents on each member’s behalf.</p> <p>In the case of a PARTNERSHIP submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such authorisation/resolution by partners shall be included in the Tender.</p> <p>In the case of a JOINT VENTURE submitting a tender, include a certified copy of the Certificate of Incorporation or Founding Statement or Partnership (as applicable) of each Joint Venture member, a draft Joint Venture Agreement and a resolution of each Joint Venture member authorising an official to sign documents on behalf of the Joint Venture member (in accordance with the requirements above) and a resolution by all Joint Venture members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture.</p>

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
2.13.5	<p>Refer to the Tender Notice and Invitation to Tender (Section T1.1) for the Employer’s address for delivery of tender offers and identification details to be shown on each tender offer package are</p> <p>Tender box location : Tender Box, Vaal Central Water</p> <p>Physical address : Ground Floor Main Entrance 2 Mzuzu Street, Pellissier Bloemfontein 9300</p> <p>Identification details : <b>Tender Number : VCW410/WINWTW/25</b> <b>Title of Tender : UPGRADE AND REFURBISHMENT OF WINBURG WATER TREATMENT WORKS</b></p> <p>Sealed tenders with the Tenderer’s name and address and the endorsement “Tender No: VCW410/WINWTW/25 on the envelope, must be placed in the appropriate official tender box at the abovementioned address.</p>
2.13.6	A two-envelope procedure will <b><i>not</i></b> be followed.
2.13.1 0	<p>Add the following sub- clause 2.13.10:</p> <p>Accept that all conditions, which are printed or written upon any stationary used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</p>
2.14	<p>Add the following to the clause:</p> <p>The Tenderer is required to enter information in the following sections of the document:</p> <p>Section T2.1 : Returnable Schedules Required for Bid Evaluation Purposes</p> <p>Section T2.2 : Other Documents Required for Bid Evaluation Purposes</p> <p>Section C1.2 : Contract Data (Part 2)</p> <p>Section C1.3 : Form of Performance Security</p> <p>Section C1.4 : Health and Safety Agreement Form</p> <p>Section C2.2 : Bill of Quantities</p> <p>Section C2.3 : Summary of Schedules</p> <p>Section C2.4 : Banking Details</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	<p>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</p> <p>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</p> <p>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</p> <p>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in clauses 2.13 and 2.23 within the period stipulated, shall be just cause for the Employer to consider the Tender offer as being regarded as non-responsive.</p> <p>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer’s past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Employer’s Agent as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.2.2 of contracts of a similar nature and magnitude which they have successfully executed in the past.</p> <p>Accept that the Employer is restricted in accordance with clause 5 (1) of the Construction Regulations, 2014, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety (as required in clause 2.23) shall be regarded as justifiable and compelling reasons not to accept the Tender Offer of the Tenderer scoring the highest number of tender evaluation points.</p>
2.15.1	<p>Add the following to the clause:</p> <p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
2.16.1	<p>VCW requires a validity period of (<b>120 Business days</b>) from closing date against this RFP, excluding the first day and including the last day. VCW may at any time prior to the expiry of the bid validity period, extend the above validity period by 60 days written notice in the VCW website and E-tender website, on the same terms and conditions. In that event, VCW will not require consent from the bidders, and bidders will not be required or permitted to amend any of their proposals. However, bidders are not obliged to extend the validity period. In the case where bidders are not in agreement with the</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	validity extension, they must inform VCW in writing and their proposals will be considered non-responsive.
2.16.1	<p>Add the following to the clause:</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>
2.16.5	<p>Add the following new clause:</p> <p>Accept that should the Tenderer unilaterally withdraw his tender during the tender validity period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.</p>
F2.17	<p>Clarification of tender offer after submission</p> <p>Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors resulting from the product of the unit rate and the quantity by the adjustment of certain line-item totals. No change in the unit rate or prices or substance of the tender offer is sought, offered, or permitted. The total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line-item totals and shall be binding upon the tenderer.</p> <p>Note: Sub-clause 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.</p>
2.18.1	<p>Add the following to the clause:</p> <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</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	<p>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 the 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>
2.22	Return all retained tender documents prior to the closing time for the submission of Bid Offers.
2.23	Refer eligibility criteria as specified in clause F2.1.1, information and data to be completed in all respects as per clause F2.14, and the test for responsiveness as specified in clause F3.8.1.
2.24 (New clause)	<p>Add new clause:</p> <p>Accept that no Tenderer shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Employer’s Agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</p> <p>No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</p>
2.25 (New clause)	<p>Add new clause:</p> <p>Accept that no Bidder shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Employer’s Agent in respect of his bid, after the opening of the bids but prior to the Employer arriving at a decision thereon.</p> <p>No Bidder shall make any attempt to obtain details of any relevant information, other than that disclosed at the opening of bids.</p>
2.25 (New clause)	<p>Add new clause:</p> <p>Accept that the Employer is prohibited to award a tender to a person: -</p> <ul style="list-style-type: none"> <li>a) who is in the service of the State; or</li> <li>b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the State; or</li> <li>c) a person who is an advisor or consultant contracted with the municipality or municipal entity.</li> </ul>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	<p><b>“In the service of the State”</b> means to be –</p> <ul style="list-style-type: none"> <li>a) a member of –                             <ul style="list-style-type: none"> <li>• any Municipal Council.</li> <li>• any provincial legislature; or the National Assembly or the National Council of Provinces.</li> </ul> </li> <li>b) a member of the board of directors of any municipal entity.</li> <li>c) an official of any municipality or municipal entity.</li> <li>d) an employee of any national or provincial department.</li> <li>e) provincial public entity or constitution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999).</li> <li>f) a member of the accounting authority of any national or provincial public entity; or</li> <li>g) an employee of Parliament or a provincial legislature.</li> </ul>
2.26 (New clause)	<p>Add new clause:</p> <p>Accept that the notes to the Employer’s annual financial statements must disclose particulars of any award of more than R 2 000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause 2.25), or has been in the service of the state in the previous twelve months, including –</p> <ul style="list-style-type: none"> <li>a) the name of that person.</li> <li>b) the capacity in which that person is in the service of the state; and</li> <li>c) the amount of the award.</li> </ul> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in Section T2.2 must be completed.</p>
3.1	<p>Replace the contents of the clause with the following:</p> <p>Respond to a request for clarification received up to five (5) working days before the Tender closing time stated in the Tender Data and notify all Tenderers who collected procurement documents within two (2) working days of the same date.</p>
3.4	<p>Bids will be opened immediately after the closing time for tenders, at the same venue.</p>
3.8.1	<p>Test for responsiveness</p> <p>A responsive tender will be evaluated in terms of the following:</p> <p>Accept that failure to comply with any one of these requirements, shall result in a tender offer being regarded as non-responsive</p> <ul style="list-style-type: none"> <li>• the eligibility requirements of Clause F2.1.1,</li> </ul>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	<ul style="list-style-type: none"> <li>• attendance at the clarification meeting as per Clause F2.7,</li> <li>• all required documents signed by the authorised signatories as per Clause F2.13.4,</li> <li>• acknowledge addenda as per Clause F3.2</li> <li>• Information and Data required to be Completed in all respects as per Clause F2.14</li> </ul>
3.9	<p>Replace the contents of the clause with the following:</p> <p>Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <ol style="list-style-type: none"> <li>a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.</li> <li>b) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the unit rate shall govern, and the line-item total shall be corrected.</li> <li>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 corrected total of the prices shall govern.</li> <li>d) Where there is a discrepancy between the amount indicated in the Tenderer’s tender offer and the corrected amount obtained after completing the above steps, the Tenderer’s tender offer amount shall govern.</li> </ol> <p>Notify a Bidder upon written request received after the closing date of tenders of all arithmetical errors made by that particular Bidder.</p> <p>Consider the rejection of a bid offer if the Bidder does not accept the correction of the arithmetical errors in the manner described above.</p>
3.11	<p>The Tender will be evaluated based on the pre-qualification requirement as described in the Preferential Procurement Policy Framework 2022, that requires Tenders to sub-contract 30% of the contract value excluding materials, provisional sums, allowance for CPA, contingencies and VAT for Tenders above R 30 million to locally registered enterprises.</p> <p>Following the evaluation of the pre-qualification requirement above, Functionality, Price and Preference will be used to evaluate all responsive Tender Offers, as follows:</p> <ol style="list-style-type: none"> <li>a) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality. Evaluate tenders that have achieved the minimum qualification score for functionality in terms of the following items b, c, and d</li> </ol>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	<p>b) Score tender evaluation points for price</p> <p>c) Score points for B-BBEE contribution</p> <p>d) Add the points scored for price and B-BBEE to obtain the total number of points scored.</p> <p>Bidder must subcontract a minimum of 30% of the value of the contract to an EME or QSE/s that is a minimum 51% black owned.</p> <p>The following evidence must be submitted:</p> <ul style="list-style-type: none"> <li>• A signed subcontracting agreement stipulating the percentage to be subcontracted.</li> <li>• CSD report/s for subcontractor/s.</li> <li>• CIDB Registration for subcontractor/s where CIDB related works are subcontracted, each subcontractor must also be registered with the appropriate CIDB grading in accordance with the value of work to be undertaken by that subcontractor, or are capable of being so prior to the evaluation of submission, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the CIDB grading of this bid , in accordance with CIDB prescripts. Where the CIDB requirement for sub-contracted work is not met, this test for responsiveness has not been met.</li> <li>• Proof of B-BBEE status for subcontractor/s.</li> </ul> <p><b>Objective Criteria</b></p> <p><b>Price Analysis</b></p> <p>Vaal Central Water uses a Financial Tolerance Range also referred to as standard deviation to in order to assess how reasonable the market response prices are (the consultant estimate). These ranges will assist with eliminating bid prices that are deemed to be excessively high or low to complete the works. The higher limit ensures that Vaal Central Water does not pay more that it believes the value of service or goods is worth, and the lower limit ensures that Vaal Central Water is not exposed to risk of work not being completed or prices increasing subsequent to the award because the award price was too low to complete said scope.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	<p>Vaal Central Water reserves the right to not appoint the lowest bidder, this is in the event the bidder submits a bidder lower than the Consulting Engineer estimate together with the average of submitted contractors at date and time of closing.</p> <p>The financial tolerance range for this bid is -20% to +20%.</p> <p>Where the prospective contractor is above the Consulting Engineer estimate together with the average of the submitted contractors Vaal Central Water reserves the right to negotiate the recommended contractor to the maximum of the estimate plus the +20%. Vaal Central Water will not negotiate a contractor below the estimate (increase form of offer).</p> <p><b>Risk Analysis</b></p> <p>Vaal Central Water reserves the right to perform a risk analysis on the tenderer having the highest ranking/number of points to ascertain if any of the following, as relevant, present and unacceptable commercial risk to the employer:</p> <ul style="list-style-type: none"> <li>a) unduly high or unduly low tendered rates or amounts in the tender offer;</li> <li>b) contract data provided by the employer, or</li> <li>c) the contents of the tender returnables which are to be included in the contract.</li> <li>d) To ensure the recommended bidder poses no material reputational or legal risk to VCW.</li> <li>e) Confirm that the winning bidder’s affairs will not have an unfavourable reputational risk on VCW (ongoing court cases, listing in the National Treasury restricted supplier list, negative media reports).</li> </ul>
3.11.3	<p>a) No bid must be regarded as an acceptable bid if it fails to achieve the minimum qualifying score for functionality as indicated in the bid invitation and elaborated further in the Bid Data. Functionality will be scored as follows:</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### Technical Evaluation Criteria

Description of Evaluation Criteria	Points
<p><b>1. Tenderer’s experience in the applicable class of works (Attach Completion Letters/Certificates and include contactable reference names and numbers)</b></p> <p>Tenderer’s experience in projects R10 million and above, where the scope of works includes mechanical and electrical works in the construction/ refurbishment of Water Treatment Works (WTW). Completion Certificate to be attached for each project completed. (Max. Points = <b>35</b>)</p> <p>(i) 4 or more Projects: <b>-35 Points</b>                      (ii) 2 - 3 Projects: <b>- 25 Points</b>                      (iii) 1 Project: <b>- 10 Points</b>                      (iv) 0 Project: <b>- 0 Points</b></p> <p><b>* NB: VAAL CENTRAL WATER will verify purchase orders/references provided, hence the bidder is to ensure that all contact details are up to date.</b></p>	<b>35</b>
<p><b>2. Expertise of construction site personnel, related to this project (Attach CV and qualification certificates)</b></p> <p>a) <b>Contract/Project Manager</b> with BEng/BTech in Civil engineering with more than 10 years of relevant experience as a Contract/Project Manager and professionally registered with ECSA (Pr Eng/Pr Tech Eng) or SACPCMP (Pr.CPM/Pr.CM) <b>- 10 Points</b></p> <p>(i) 10 or more years of relevant experience : <b>-10 Points</b>                      (ii) 5-9 years of relevant experience <b>- 7 Points</b>                      (iii) 3-5 years of relevant experience <b>- 4 Points</b>                      (iv) 0 Experience: <b>- 0 Points</b></p> <p>b) <b>Mechanical Engineer</b> with BSc/B-tech Degree in Mechanical Engineering, professionally registered with ECSA (Pr Eng/Pr Tech Eng), and 10 years or more traceable experience in Mechanical Engineering for the Construction of the Pumpstation, installation of pumps, valves, electric motors, control and instrumentation equipment, electrical switchgear, and control gear <b>- 5 Points</b></p> <p>(i) 10 or more years of relevant experience : <b>-5 Points</b>                      (ii) 6-9 years of relevant experience <b>-3 Points</b>                      (iii) 3-5 years of relevant experience <b>-1 Points</b>                      (iv) 0 Experience: <b>-0 Points</b></p> <p>c) <b>Site Agent</b> with BEng/BTech in Civil, Electrical, or Mechanical engineering with more than 7 years of experience in construction site management (site agent/manager) level of water pumpstation and/or water treatment plants construction or refurbishment projects <b>-5 Points</b></p>	<b>20</b>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<ul style="list-style-type: none"> <li>(i) 7 or more years of relevant experience : <b>- 5 Points</b></li> <li>(ii) 5-6 years of relevant experience <b>- 3 Points</b></li> <li>(iii) 3-4 years of relevant experience <b>- 1 Points</b></li> <li>(iv) 0 Experience: <b>- 0 Points</b></li> </ul>	
<b>3. Methodology and Programme</b>	
<p>The Bidder must submit a proposed Methodology and Programme of work illustrating their understanding of the tender scope of works. This representation should show phases of the tasks and, where necessary, sub-tasks. The work Programme must be presented in a Gantt chart (MS Projects), illustrating the dates at which critical milestones can be reached and indicating the critical path as well as tie-ins, switch overs, commissioning/test on completion, as well as the delivery dates/durations for long lead time items.</p> <ul style="list-style-type: none"> <li>a) Methodology and proposed approach indicating the understanding of the scope of work (Limited to 10 x A4 pages, single-sided pages, single line spacing, and size 10 font): <b>- 10 Points</b></li> <li>b) Programme in a Gantt Chart format <b>- 5 Points</b></li> </ul>	<b>15</b>
<b>4. Locality</b>	
<p>Locality points will be awarded as follows:</p> <ul style="list-style-type: none"> <li>a) Tenderers with offices based within the Free State and Northern Cape Provinces <b>- 15 Points</b></li> <li>b) Tenderers with offices not based within the Vaal Central Water Board area of supply <b>- 0 Points</b></li> </ul> <p><i>Original (or certified copy) of municipal rates clearance certificate or a certified copy of the lease agreement (Vaal Central Water reserves the right to conduct physical verification of premises). Not older than 3 months"</i></p>	<b>15</b>
<b>5. Financial Capacity</b>	
<p>Due to the estimated value of this enquiry, the tenderer will be required to confirm working capital in respect of this bid by furnishing with the tender submission, an original, valid letter from his/her bank providing a bank rating. <i>Copies will not be acceptable.</i></p> <p>Only those tenderers who receive a minimum "C" rating shall be eligible to tender.</p> <ul style="list-style-type: none"> <li>a) Bank Rating B or available cash reserve of R 1.5 million or above <b>- 15 Points</b></li> <li>b) Bank Rating C <b>- 7 Points</b></li> <li>c) Bank Rating below C or no rating provided <b>- 0 points</b></li> </ul> <p><i>Tenderer to submit certified copies of the Company's Audited Financial Statements for the past 3 years</i></p>	<b>15</b>
<b>Total Points</b>	
<b>100</b>	

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The Bidder must comply with the minimum requirements in accordance with the functionality criteria listed above and must score at least **75 percent** for Functionality. Bids that fall below the minimum threshold of 75 percent will be regarded as technically unacceptable and **will not be considered for further evaluation.**

Only Bidders scoring a minimum of **75 percent** will be considered for further evaluation. The points scoring for price and B-BBEE contribution will be a function of the financial value in accordance with:

- a) Clause 3.11.3 where the financial value inclusive of VAT of one or more responsive bid offers equals or is less than R 50 000 000; or
- b) Clause 3.11.4 where the financial value inclusive of VAT of all responsive bids received have a value in excess of R 50 000 000.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.11.3	<p>Add the following sub-clause:</p> <p><b>The 90/10 preference point system for acquisition of services, works, or goods up to a Rand value of above R 50 million will apply; or</b></p> <p><b>The 80/20 preference point system for the acquisition of services, works, or goods up to a Rand value of R 50 million will apply.</b></p> <p>a) The following formula must be used to calculate the points for price in respect of bids (including price quotation) with a rand value equal to, or above R 30 000 and up to a Rand value of R 50 000 000 (all applicable taxes included):</p> $P_s = 80 \times \left[ 1 - \frac{P_t - P_{min}}{P_{min}} \right]$ <p>Where:</p> <p><math>P_s</math> = Points scored for comparative price of bid or offer under consideration.</p> <p><math>P_t</math> = Comparative price of bid or offer under consideration; and</p> <p><math>P_{min}</math> = Comparative price of the lowest acceptable bid or offer.</p> <p>b) An employer of state may apply the formula in paragraph (a) for price quotations with a value less than R 30 000, if and when appropriate</p> <p>c) Subject to subparagraph (d), points must be awarded to a bid for attaining the B-BBEE status level of contributor in accordance with the table below:</p>				
		<b>Number of points allocated (80/20 system)</b>	<b>Number of points allocated (90/10 system)</b>	<b>Number of points claimed (80/20 system)</b>	<b>Number of points claimed (90/10 system)</b>
<b>The specific goals allocated points in terms of this tender</b>		<b>(To be completed by the organ of state)</b>	<b>(To be completed by the organ of state)</b>	<b>(To be completed by the tenderer)</b>	<b>(To be completed by the tenderer)</b>
<b>Categories of specific goals</b>	<b>Requirements</b>				
Blacks and people who had no franchise on national elections before 1994 constitution (more than 50% ownership)	Certified ID copy and CIPC registration/ CSD report	3	2		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT NO: VCW410/WINWTW/25: UPGRADE AND REFURBISHMENT OF WINBURG WATER TREATMENT WORKS



Part T1 Tendering Procedures

Section T1.2: Tender Data

	Women (more than 50% ownership)	Certified ID copy and CIPC registration/ CSD report	2	1		
	Or	Or				
	Youth (more than 50% ownership)	Certified ID copy and CIPC registration/ CSD report				
	Or	Or				
	People with disability (more than 50% ownership)	Medical report sanctioned by qualified professional and CIPC registration/ CSD report				
	Or	Or				
Located in a specific Local Area of Supply for work to be done	Official Municipal Rates Statement which is in the name of the bidder	10	4			
Free State and Northern Cape Provinces	Or Valid Lease agreement which is in the name of the bidder and the lessor. Or Permission to Occupy from Local Chief in the case of Rural areas which is in the name of the bidder  (Vaal Central Water reserves the right to verify all addresses)					
<b>Promotion of BBBEE companies</b>	<b>Sworn affidavits/ CIPC/ BBBEE certificate</b>	5	3			
BBBEE Level 1		5	3			
BBBEE Level 2		2	1			
BBBEE Level 3		0	0			
BBBEE Level 4+		0	0			
<b>Total Points</b>		<b>20</b>	<b>10</b>			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(d) A maximum of 20 points may be allocated in accordance with subparagraph (c).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
3.11.4	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.16.2	Replace the contents of the clause with the following: Notice of non-acceptance of bid will not be sent to individual unsuccessful Bidders. Particulars of the accepted bid can be obtained from the employer's agent.
3.17	The successful Bidder shall receive one copy of the signed contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
4.3	<p>General Supply Chain Management conditions applicable to tenders</p> <p>In terms of its Supply Chain Management Policy the Employer may not consider a tender unless the provider who submitted the tender:</p> <p>a) has furnished the Employer with that provider's:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> full name;</li> <li><input type="checkbox"/> identification number or company or other registration number; and</li> <li><input type="checkbox"/> tax reference number and VAT registration number, if any;</li> <li><input type="checkbox"/> Certificate of attendance at a compulsory site inspection, where applicable.</li> </ul> <p>b) has indicated whether:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> the provider is in the service of the state, or has been in the service of the state in the previous twelve months;</li> <li><input type="checkbox"/> the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months; or</li> <li><input type="checkbox"/> whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state or has been in the service of the state in the previous twelve months.</li> </ul> <p>Irrespective of the procurement process followed, the Employer is prohibited from making an award to a person:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> who is in the service of the state;</li> <li><input type="checkbox"/> if the person is not a natural person, a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state; or</li> </ul> <p>In this regard, Bidders shall complete Schedule 1, Part T2.2: Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the tender not being considered.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<p>F4.4</p>	<p>Combating abuse of the Supply Chain Management Policy</p> <p>In terms of its Supply Chain Management Policy, the Employer may reject the tender of any Bidder if that Bidder or any of its directors has:</p> <ol style="list-style-type: none"> <li>a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;</li> <li>b) failed, during the last five years, to perform satisfactorily on a previous contract with the Employer or any other organ of state after written notice was given to that Bidder that performance was unsatisfactory;</li> <li>c) abused the supply chain management system of the Employer or has committed any improper conduct in relation to this system;</li> <li>d) been convicted of fraud or corruption during the past five years;</li> <li>e) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or</li> <li>f) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury’s database as a person or juristic entity prohibited from doing business with the public sector.</li> </ol> <p>In this regard, Bidders shall complete Schedule 2 and 4, Part T2.2: Returnable Schedules: Certificate of Independent Tender Determination and Declaration in terms of the Public Finance Management Act. Failure to complete these schedules may result in the tender not being considered.</p>
<p>F.4.8</p>	<p>Claims arising after submission of tender</p> <p>No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything contained in the Conditions of Contract and Scope of Work, will be admitted by the Employer after the submission of any tender and the Bidder shall be deemed to have:</p> <ol style="list-style-type: none"> <li>1) Fully understood the Conditions of Contract.</li> <li>2) Read and fully understood the whole text of the Scope of Work and thoroughly acquainted him with the nature of the works proposed and generally of all matters which may influence the Contract.</li> <li>3) Visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Employer or other Authorities in regard to access and transport of materials, plant and equipment to and from the site and made the necessary provisions for any additional costs involved thereby.</li> <li>4) Requested the Employer or his duly authorised agent to make clear the actual requirements of anything contained in the Scope of Work, the exact meaning or interpretation of which is not clearly intelligible to the Bidder.</li> </ol>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.4.10	<p>Requests for contract documents, or parts thereof, in electronic format</p> <p>The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the Bidder, upon written request in terms of this clause, subject to the following:</p> <ul style="list-style-type: none"><li>a) The electronic version shall not be regarded as a substitute for the issued tender documents.</li><li>b) The Employer shall not accept tenders submitted in electronic format. Bidders may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender document shall be considered.</li><li>c) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Bidders are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.</li><li>d) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender document as contemplated in F.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such Bidder allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.</li><li>e) In requesting the electronic version of the tender document or parts thereof, the Bidder is deemed to have read, understood and accepted all of the above conditions.</li></ul>
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Employer

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**VAAL CENTRAL WATER**

**CONTRACT No: VCW410/WINWTW/25**

**UPGRADE AND REFURBISHMENT OF WINBURG WATER  
TREATMENT WORKS**

**SECTION T1.3**

**STANDARD CONDITIONS OF TENDER**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## VAAL CENTRAL WATER

### CONTRACT NO: VCW410/WINWTW/25

### UPGRADE AND REFURBISHMENT OF WINBURG WATER TREATMENT WORKS

#### STANDARD CONDITIONS OF TENDER

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These standard conditions of tender are identical to those published in SANS 294:2004 (Annex F)

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**VAAL CENTRAL WATER**

**CONTRACT NO: VCW410/WINWTW/25**

**UPGRADE AND REFURBISHMENT OF WINBURG WATER  
TREATMENT WORKS**

**STANDARD CONDITIONS OF TENDER**

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**1. GENERAL**

**1.1. Actions**

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

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 t 1) 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.*

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

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Contractor

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## 1.2. Tender Documents

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

## 1.3. Interpretation

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.

1.3.2 These conditions of the 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.

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 fulfill 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 that employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;

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;

d) **fraudulent practice** means the misrepresentation of 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;

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Contractor

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**1.4. Communication and the 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. Communications 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.

**1.5. Cancellation and Re-invitation of Tenders**

1.5.1. An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) Due to changed circumstances, there is no longer a need for the services, works, or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.
- (d) There is a material irregularity in the tender process

1.5.2. The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

1.5.3. An employer may only, with the prior approval of the relevant treasury, cancel a tender invitation for the second time.

**1.6. Procurement Procedures**

1.6.1. General

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

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

1.6.2. Competitive negotiation procedure

1.6.2.1 Where the tender data requires 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 3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of 3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

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 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.

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.

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

1.6.3. Proposal procedure using the two stage-system

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.

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Contractor

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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.

### 1.6.3.2 Option 2

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.

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.

## 2. TENDERER'S OBLIGATIONS

### 2.1. Eligibility

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.

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.

### 2.2. Cost of tendering

2.2.1 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 complies with requirements.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

### 2.3. Check documents

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

### 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.

### 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.

### 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.

### 2.7. Clarification meeting

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**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.

**2.9. Insurance**

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

**2.10. Pricing the tender offer**

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.

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

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.

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.

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Contractor

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Employer

Witness 1

Witness 2

**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.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**2.12. Alternative tender offers**

- 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 as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- 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.
- 2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

**2.13. Submitting a tender offer**

- 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.
- 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.
- 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.
- 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.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

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

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

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**2.15. Closing time**

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. Accept that proof of posting shall not be accepted as proof of delivery.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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.

## 2.16. Tender offer validity

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.

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.

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.

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

## 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 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.*

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**2.18. Provide other material**

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.

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

**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.

**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 the contract identified in the contract data.

**2.21. Check the final draft**

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

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## 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.

## 2.23. Certificates

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

## 3. THE EMPLOYER'S UNDERTAKINGS

### 3.1. Respond to requests from the tenderer

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.

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.

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Contractor

Witness 1

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Employer

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Witness 2

### 3.2. Issue Addenda

If necessary, issue an addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three 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 then notify all tenderers who drew documents.

### 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.

### 3.4. Opening of tender submissions

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.

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, number of points claimed for its preference status level and time for completion for the main tender offer only.

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

### 3.5. Two-envelope system

3.5.1 Where stated in the tender data that a two-envelope system is not to be followed, open the technical and financial 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.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

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3.5.2 Evaluate the functionality 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 functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on preference status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

### 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.

### 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.

### 3.8. Test for responsiveness

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.

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:

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- 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.

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.

### 3.9. Arithmetical errors, omissions and discrepancies

3.9.1 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.

3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with 3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii) the summation of the prices.

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

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

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- a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the 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.

**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.

**3.11. Evaluation of tender offers**

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project. Conditions of tender are by definition the document that establishes a tenderer’s obligations in submitting a tender and the employer’s undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

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Contractor

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**The activities associated with evaluating tender offers are as follows:**

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

**3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

**3.12. Insurance provided by the employer**

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

**3.13. Acceptance of tender offer**

Accept the tender offer, if in the opinion of the employer, it does not present any 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,

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- 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, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, 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
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

### 3.14. Prepare contract documents

3.14.1 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.

3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

### 3.15. 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.

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**3.16. Registration of the award**

An employer must, within twenty-one (21) days from the date on which a contractor’s offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

**3.17. Provide copies of the contracts**

Provide for 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.

**3.18. 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.

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**VAAL CENTRAL WATER**

**CONTRACT NO. VCW410/WINWTW/25**

**UPGRADE AND REFURBISHMENT OF WINBURG WATER  
TREATMENT WORKS**

**PART T2: RETURNABLE DOCUMENTS AND SCHEDULES**

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Contractor

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**VAAL CENTRAL WATER**

**CONTRACT NO: VCW410/WINWTW/25**

**UPGRADE AND REFURBISHMENT OF WINBURG WATER  
TREATMENT WORKS**

**RETURNABLE DOCUMENTS**

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**VAAL CENTRAL WATER**

**CONTRACT NO: VCW410/WINWTW/25**

**UPGRADE AND REFURBISHMENT OF WINBURG WATER  
TREATMENT WORKS**

**SECTION T2.1: RETURNABLE SCHEDULES  
REQUIRED FOR BID EVALUATION PURPOSES**

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**VAAL CENTRAL WATER**

**CONTRACT NO. VCW410/WINWTW/25**

**UPGRADE AND REFURBISHMENT OF WINBURG WATER  
TREATMENT WORKS**

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## **T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES**

The tenderer must complete the following returnable documents:

**VOLUME 1 & 2: TENDER DOCUMENT** in its entirety.

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

**Other documents required for tender evaluation purposes:**

### **Standard Bidding Documents (SBD)**

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

SBD1: Invitation to bid and company information

SBD 4: Disclosure Form

SBD 6.1: Preference points claim form in terms of preferential procurement regulations 2022

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Contractor

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**VAAL CENTRAL WATER**

**CONTRACT NO: VCW410/WINWTW/25**

**UPGRADE AND REFURBISHMENT OF WINBURG WATER TREATMENT WORKS**

**SECTION T2.1: RETURNABLE SCHEDULES**

**REQUIRED FOR BID EVALUATION PURPOSES**

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**T2.1.1: SBD 1**

**PART A  
INVITATION TO BID**

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	VCW410/WINWTW/25	CLOSING DATE:	19 JUNE 2026	CLOSING TIME:	12:00
DESCRIPTION	UPGRADE AND REFURBISHMENT OF WINBURG WATER TREATMENT WORKS				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS):					
2 MZUZU STREET, PELLISSIER, BLOEMFONTEIN 9301 OR CAN BE ELECTRONICALLY SUBMITTED BY EMAIL TO <a href="mailto:bids@vcwater.co.za">bids@vcwater.co.za</a>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		<b>OR</b>	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No			<input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:			
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

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Contractor

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Employer

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Witness 2

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW ]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

Contractor

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2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?  YES  NO

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

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

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

Contractor

Witness 1

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Employer

Witness 1

Witness 2

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2


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

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

**3 DECLARATION**

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

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SBD 6.1**

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

**1.2 To be completed by the organ of state**

The applicable preference point system for this tender is the 80/20 or 90/10 preference point system.

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:

	<b>POINTS</b>	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>	<b>90</b>
<b>SPECIFIC GOALS</b>	<b>20</b>	<b>10</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>	<b>100</b>

**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.**

Contractor

Witness 1

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Employer

Witness 1

Witness 2

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:

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

Where

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

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### 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:

<b>80/20</b>	or	<b>90/10</b>
$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$	or	$P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$

Where

- P<sub>s</sub> = Points scored for price of tender under consideration
- P<sub>t</sub> = Price of tender under consideration
- P<sub>max</sub> = 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.**

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

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

The specific goals allocated points in terms of this tender		Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Categories of specific goals	Requirements				
Blacks and people who had no franchise on national elections before 1994 constitution (more than 50% ownership)	Certified ID copy and CIPC registration/ CSD report	3	2		
Women (more than 50% ownership)	Certified ID copy and CIPC registration/ CSD report	2	1		
Or	Or				
Youth (more than 50% ownership)	Certified ID copy and CIPC registration/ CSD report				
Or	Or				
People with disability (more than 50% ownership)	Medical report sanctioned by qualified professional and CIPC registration/ CSD report				
Located in a specific Local Area of Supply for work to be done	Official Municipal Rates Statement which is in the	10	4		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The specific goals allocated points in terms of this tender		Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Free State and Northern Cape Provinces	name of the bidder  Or  Valid Lease agreement which is in the name of the bidder and the lessor.  Or  Permission to Occupy from Local Chief in the case of Rural areas which is in the name of the bidder  (Vaal Central Water reserves the right to verify all addresses)				
<b>Promotion of BBBEE companies</b>	<b>Sworn affidavits/ CIPC/ BBBEE certificate</b>	5	3		
BBBEE Level 1		5	3		
BBBEE Level 2		2	1		
BBBEE Level 3		0	0		
BBBEE Level 4+		0	0		
<b>Total Points</b>		<b>20</b>	<b>10</b>		

**Notes to complete table for specific goals:**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**THE FOLLOWING DOCUMENTS MUST BE ATTACHED AS PROOF OF THE POINTS CLAIMED.**

**A: BBEEE for EME and QSE**

- Sworn affidavit signed by the company representative and attested by a Commissioner of Oaths
- A certified copy of a BBEE certificate
- CIPC registration / CSD report

**B: Women Owned Companies of Ownership**

- Certified RSA identity document
- CIPC registration / CSD report

**C: Youth Owned Companies or Ownership**

- A tenderer must submit a copy of their CIPC company registration and /or shareholder certificate as proof, which shows ownership or share certificate documents and ID of owners. The youth owners should be less than 35 years at the time of submission of tender to claim these points.
- Certified RSA identity document
- CIPC registration / CSD report

**D: Persons with Disability Owned Companies or Ownership**

- Medical report sanctioned by qualified professional and
- Certified RSA identity document
- CIPC registration / CSD report

**E: Locality of supplier. Tenderers should complete one relevant row for points claimed.**

- The municipal rates and taxes statement, which is in the name of the company, not older than three (3) months; or
- The Clearance Certificate issued by the bidding companies' local municipality, which is in the name of the company, not older than three (3) months; or
- The completed Municipal Form with either the stamp of the municipality or the landlord, which is in the name of the company, not older than three (3) months. (If the landlord does not have a stamp, please attach the lease agreement and landlord's municipal account statement).

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- An official letter which is in the name of the company from the local tribal authority, not older than three (3) months; or
- A valid signed lease agreement which is in the name of the company, that clearly shows the business address (not expired at closing date); or
- If the municipal rates and taxes statement is in the Landlord’s or Director’s name an affidavit certified by the commissioner of oaths **must** be attached indicating that the company/enterprise is operating from the stated address, **accompanied** by their municipal rates and taxes statement (not older than three (3) months).

*NB: If no proof is attached the tenderer will not be awarded the points claimed.*

**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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 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.

	..... <b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... ..... ..... .....

---

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.1.4: RECORD OF ADDENDA TO BID DOCUMENTS**

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

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

Attach additional pages if more space is required.

.....

Signature of Authorized person

.....

Date:

Name: .....

Position: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.1.5: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING**

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

..... was represented by the person(s)  
named below at the compulsory meeting held for all tenderers at  
(*location*).....on

(*date*)..... starting at (*time*) .....

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

**Particulars of person(s) attending the meeting:**

Name: .....

Signature: .....

Capacity: .....

Name: .....

Signature: .....

Capacity: .....

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

Name: ..... Signature: .....

Capacity: ..... Date and Time: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.1.6: REGISTRATION CERTIFICATE/AGREEMENT/POWERS OF ATTORNEY/ID DOCUMENT (IF APPLICABLE)**

Important note to Tenderer: Registration Certificates for Companies, Close Corporation and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or certified ID Documents for company directors, trustees, or Sole Proprietor, and certified founding statement if the Tenderer is a closed Corporation, certified copy of disability medical certificate(s) where applicable, all as referred to in the foregoing forms and in T2.2.6 must be inserted here.

---

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**T2.1.7: PROPOSED JOINT VENTURE AGREEMENT**

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

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

.....

..... Consisting of the following businesses (Joining Entities)

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

The above-mentioned Joint venture will execute the Contract under the management of (full name)

..... who is an employee of (name of joining entity)

..... ; and in accordance with any further agreements as attached to this document, titled

.....

and dated .....(if applicable).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

**JOINING ENTITY AND POSITION**

.....	FULL NAME (Position)	SIGNATURE	DATE
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

WITNESSES: .....

1. ....

2. ....

---

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**T2.1.8: CERTIFICATE OF AUTHORITY OF SIGNATURE**

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

<b>(I) COMPANY</b>	<b>(II) CLOSE CORPORATION</b>	<b>(III) PARTNERSHIP</b>	<b>(IV) JOINT VENTURE</b>	<b>(V) SOLE PROPRIETOR</b>

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

**(I) Certificate for Company**

I, ....., chairperson of the Board of Directors of .....

....., hereby confirm that by resolution of the Board (copy

attached) taken on ..... 20....., Mr/Ms.....,

acting in the capacity of....., was authorized to sign all documents in connection with the tender for Contract No: BW268/WTW/ODEN/22 and any contract resulting from it on behalf of the company.

**Chairman:** .....

**As Witnesses:** 1.....

2.....

**Date:** .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**(II) Certificate for Close Corporation**

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

.....

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

....., to sign all documents in connection with the tender for Tender Contract No: VCW410/WINWTW/25 and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**(III) Certificate for Partnership**

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

.....,

hereby authorize Mr/Ms .....

acting in the capacity of ....., to sign all documents in connection with the tender for Tender Contract No: VCW410/WINWTW/25 and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(IV) **Certificate of Authority for Joint Ventures**

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise

Mr/Ms . . . . . , authorised signatory of the company . . . . .

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**(V) Certificate for Sole Proprietor**

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

**Signature** of sole owner: ..... **Date:** .....

As Witnesses:

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

2. .... **Date:** .....

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.1.9: TAX CLEARANCE CERTIFICATE**

***Tax Clearance Certificate obtained from SARS to be inserted here.***

**IMPORTANT NOTES:**

1. The following is an abstract from the Preferential Procurement Regulations 2022 promulgated with the Preferential Policy Framework Act No 5 of 2000:

**Tax clearance certificate**

No contract may be awarded to a person who has failed to submit an **original** Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or those suitable arrangements have been made with SARS."

2. The ST 5.1 form, Application for Tax Clearance Certificate (in respect of tenders), must be completed by the tenderer in every detail and submitted to the Receiver of Revenue where the tenderer is registered for income tax purposes. The Receiver of Revenue will then furnish the tenderer with a Tax Clearance Certificate that will be valid for 6 months from date of issue. This Tax Clearance Certificate must be submitted in the original form with the tender that is before the closing time and date of the tender.

Each party to a Consortium / Joint Venture / Subcontractors must complete a separate Tax Clearance Certificate.

**Failure to ensure tax compliance as per the prescribed timeframe will invalidate the tender.**

---

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**T2.1.10: LATEST UIF RETURN**

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

**Unemployment Insurance Contributions Act, No. 4 of 2002 CHAPTER 2**

***Duty to contribute and recovery of contributions***

**5. Duty to contribute to Fund**

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

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.1.11 LATEST MUNICIPAL RATES AND TAXES CLEARANCE CERTIFICATE OR COPY OF VALID LEASE AGREEMENT (IF RENTING)**

The Tenderer must attach hereto a certified copy of their latest municipal rates and taxes clearance certificate or a copy of a valid lease agreement (if renting). The rates and taxes clearance certificate must not be older than 3 months from the tender closing date and will be used to award points of locality as stipulated in Section T1.2: Tender Data clause 3.11.3.

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.1.12: PROOF OF EXPENDITURE FOR SKILLS DEVELOPMENT**

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

**SKILLS DEVELOPMENT LEVIES ACT 1, 1999**

**3. Imposition of levy**

**(1) Every Employer must pay a skills development levy**

---

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**T2.1.13: LETTER OF GOOD STANDING WITH COMPENSATION COMMISSIONER OR WITH A LICENSED COMPENSATION INSURER**

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

---

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**T2.1.14: B-BBEE STATUS LEVEL CERTIFICATE OF CONTRIBUTOR IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022)**

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

---

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**T2.1.15: FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE**

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

---

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**T2.1.16: TENDERER’S EXPERIENCE**

The Tenderer must attach proof of experience in the applicable class of works (Attach Completion letters/Certificates and include contactable reference names and numbers). Tenderer’s experience in projects of total construction value R 10 million or more **AND**, such experience **MUST** include the following elements in the scope:

**Civil Works:**

- General site works, including earthworks, concrete works, and associated infrastructure
- Repair and/or replacement of raw water pipelines
- Modifications to chambers and associated civil structures
- Construction of raw water rising mains to a Water Treatment Works (WTW)
- Upgrades and/or civil improvements to raw water pump stations
- Construction of new chemical dosing buildings
- Minor civil improvements to inlet works
- Structural repair of clari-flocculators, including crack repairs and unblocking of sludge pipes
- Major refurbishment of filter buildings
- Modifications to filter inlet channels
- Construction of new staff buildings, including associated services
- Construction of new chlorination buildings
- Repair and/or replacement of leaking pipelines
- Construction of new sludge holding ponds, sludge drying beds, and wash water recovery systems

**Mechanical and Electrical Works**

**Electrical Works**

- Refurbishment and/or upgrading of bulk electrical supply to a Water Treatment Works
- Improvement and upgrading of bulk electrical supply at raw water pump stations
- Supply, installation, and/or refurbishment of electrical control panels for pump stations
- Minor modifications to existing pump station electrical panels
- Replacement or upgrading of electrical panels in a Water Treatment Works

**Mechanical Works – Pumping and Process Equipment**

- Replacement/installation of raw water pump sets, complete with associated pipework
- Replacement of clear water pump sets

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Major refurbishment of clear water pump pipework
- Supply and installation of level controllers in clear water sumps

**Instrumentation and Control**

- Replacement of raw water flow meters
- Replacement of clear water flow meters
- Modification and upgrading of backwash control systems
- Installation of telemetry systems for pumpstations

**Process Plant and Treatment Equipment**

- Replacement/Installation of chemical dosing systems
- Refurbishment of clari-flocculator rotating bridges and scrapers
- Supply and installation of paddle mixers and refurbishment of existing mixers
- Supply and installation of new sludge valves, including actuators and control systems
- Replacement/Installation of chlorination systems

---

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**T2.1.17: KEY PERSONNEL DETAILS**

The Tenderer must attach documents which demonstrates the expertise of key personnel doing site supervision, related to this project (Attach CV and certified qualification and professional registration certificates where applicable). The required submissions are articulated in Part T1.2: Tender Data under clause 3.11.3

---

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**T2.1.18: METHODOLOGY AND PROGRAMME**

The Bidder must submit a proposed programme of work illustrating their understanding of works. This representation should show phases of the tasks and where necessary, sub-tasks. The work programme must be presented in a Gantt chart (MS Projects) illustrating the dates at which critical milestones can be reached and indicating the critical path.

---

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**T2.1.19: FINANCIAL STATEMENTS**

The Tenderer must attach certified copies Audited Financial Statements for the past 3 years and an **ORIGINAL** bank rating. Copies of the bank rating will not be acceptable.

---

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**T2.1.20: CIDB REGISTRATION CERTIFICATE**

The Tenderer must attach a certified Construction Industry Development Board (**CIDB**) registration certificate in compliance with the Construction Industry Development Board Act 38 of 2000. It is estimated that tenderers should have a CIDB Contractor Grading designation of **7 ME OR EP/HIGHER** in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, 2004. Potentially emerging (PE) enterprises who satisfy the criteria stated in the bid document may submit bid offers.

---

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**T2.1.21: TENDERER'S PLANT RESOURCES**

The tenderer must submit certified proof of ownership or access to resources (lease agreement), Plant, equipment and tools for the works. These plant, equipment and tools should also be captured in Section T2.2: Other Documents Required for Tender Evaluation Purposes, under T2.2.7: Plant and Equipment

---

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**VAAL CENTRAL WATER**

**CONTRACT NO: VCW410/WINWTW/25**

**UPGRADE AND REFURBISHMENT OF WINBURG WATER  
TREATMENT WORKS**

**SECTION T2.2: OTHER DOCUMENTS REQUIRED FOR BID EVALUATION  
PURPOSES**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**VAAL CENTRAL WATER**

**CONTRACT NO: VCW410/WINWTW/25**

**UPGRADE AND REFURBISHMENT OF WINBURG WATER  
TREATMENT WORKS**

**SECTION T2.2: OTHER DOCUMENTS REQUIRED FOR BID EVALUATION  
PURPOSES**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## INDEX

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---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.2.1: ALTERATIONS BY TENDERER**

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

Page	Clause or Item

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.2.2: WORKS PREVIOUSLY EXECUTED**

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

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

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

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

State Firm, contact person and telephone number: \_\_\_\_\_

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

\_\_\_\_\_  
 \_\_\_\_\_

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.2.3: PRESENT COMMITMENTS**

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

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

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

State firm, contact person and telephone number:.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.2.4: SUPERVISORY AND SAFETY PERSONNEL**

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

Name	% Time on Site	Position (Current)	Service (Years)	Name of Project And year executed	Value of Works	Position Occupied
Construction Health and Safety						

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.2.5: LABOUR UTILISATION**

Labour Categories - Definitions

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

**1. General Foreman / Foreman**

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

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

**2. Charge hand**

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

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

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**3. Artisan**

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

**4. Team Leader**

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

- a) Being employed in a supervisory capacity, but who may also be doing the work of a skilled person;
- b) giving out work to other employees under his control and supervision;
- c) maintaining discipline;
- d) being directly responsible to a Charge hand or a foreman or a general foreman or the employer's authorized representative for efficiency and production for his portion of the works.

**5. Skilled Employee**

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

**6. Semi-Skilled Employee**

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

**7. Unskilled Employee**

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

**8. Imported Employee**

Personnel permanently employed by Contractor.

**9. Local Employee**

Temporary workforce employed through Labour Desk.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**MAN DAYS**

Categories	No. of Man Days	
	Imported	Local
1. Contracts Manager		
2. Site Agent		
3. Foreman/Supervisors (specify type)		
3.1 -----		
3.2 -----		
3.3 -----		
4. Safety Inspectors (specify type)		
4.1 -----		
4.2 -----		
5. Charge hands		

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.2.6: COMPLIANCE WITH OHSA (ACT 85 OF 1993)**

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

1. Is the Contractor familiar with the OHSA (ACT 85 OF 1993) and its Regulations? **YES/NO**

2. Who will prepare the Contractors Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).

\_\_\_\_\_

3. Does the Contractor have a health and safety policy? (If yes, provide a copy). ... **YES/NO**  
How is this policy communicated to all employees?

\_\_\_\_\_

4. Does the Contractor keep records of safety aspects of each construction site? .... **YES/NO**  
If yes, what records are kept?

\_\_\_\_\_

5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attends these meetings? **YES/NO**

\_\_\_\_\_

6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? **YES/NO**

If yes, please explain his duties and provide a copy of his CV.

\_\_\_\_\_

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

7. \_\_\_\_\_ Does the Contractor have trained first aid employees? If yes, indicate **YES / NO** who.

8. Does the Contractor have a safety induction training programme in place? **YES / NO** (If yes, provide a copy).

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

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.2.7: PLANT AND EQUIPMENT**

1. Major Plant and Equipment available for this Contract:

Quantity	Size, Description, Capacity, etc.

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

Quantity	Size, Description, Capacity, etc.

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

\_\_\_\_\_

Contractor

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

**T2.2.8: SUB-CONTRACTORS**

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

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

Company	Portion of Contract	Approx. Value

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

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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

**T2.2.9: SITE INSPECTION CERTIFICATE**

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

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

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

\_\_\_\_\_  
Date

**Site Visit**

This will certify that \_\_\_\_\_

representing \_\_\_\_\_

attended a Site Inspection for this Contract on \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_ (Signed) For the Engineer

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.2.10: AFFIDAVIT**

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

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

Certify that I am a ..... of the tenderer.  
(Member, Director, Partner, Owner)

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

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

.....  
Signature

I certify that the deponent has acknowledge that he/she knows and understands the contents of this declaration. This declaration has been sworn / affirmed before me at  
..... On this ..... day of .....20.....

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

I, THE UNDERSIGNED ....., ACTING IN MY CAPACITY AS  
THE COMPANY/CORPORATION/BUSINESS VENTURE: .....

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

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

.....Signature

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2