



TENDER NUMBER EDM/11/2026-27

**APPOINTMENT OF A CONTRACTOR FOR REFURBISHMENT OF
MALELANE WATER TREATMENT WORKS
IN NKOMAZI LOCAL MUNICIPALITY**

CIDB GRADING CLASS 3ME OR HIGHER

**CLOSING DATE: MONDAY, 17 AUGUST 2026
CLOSING TIME: 12H00**

ISSUED BY:

EHLANZENI DISTRICT MUNICIPALITY

8 van Niekerk Street
P.O. Box 3333
MBOMBELA
1200

Telephone : 013 759 8500
Fax Number:013 755 8539

Email Address: pkhumalo@ehlanzeni.gov.za
Contact Person: Mr. P Khumalo

Name of Tenderer :

CSD REG Number :

CIDB Number :

Telephone Number :

TENDER OFFER :
(VAT INCLUSIVE)



APPOINTMENT OF A CONTRACTOR FOR REFURBISHMENT OF MALELANE WATER TREATMENT WORKS IN NKOMAZI LOCAL MUNICIPALITY

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T1.1
Tender Notice and Invitation to Tender

Contractor

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EHLANZENI DISTRICT MUNICIPALITY



EHLANZENI DISTRICT MUNICIPALITY



APPOINTMENT OF A CONTRACTOR FOR REFURBISHMENT OF MALELANE WATER TREATMENT WORKS IN NKOMAZI LOCAL MUNICIPALITY

TENDERING PROCEDURES

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EHLANZENI DISTRICT MUNICIPALITY



TENDER NUMBER EDM/11/2026-27

APPOINTMENT OF A CONTRACTOR FOR REFURBISHMENT OF MALELANE WATER TREATMENT WORKS IN NKOMAZI LOCAL MUNICIPALITY

T1.1 TENDER NOTICE AND INVITATION TO TENDER

EHLANZENI DISTRICT MUNICIPALITY INVITES BIDS FOR THE ABOVE-MENTIONED TENDER

Ehlanzeni District Municipality hereby invites tenderers for the above-mentioned tender who are capable and experienced in refurbishing water treatment works with a CIDB grading **3ME or Higher**.

1. Only tenderers who have provided the following mandatory information and documents to be used to evaluate the tenderers responsiveness will be considered for further evaluation on functionality and preference specific goals.
 - 1.1 Only bidders who are registered on the Central Supplier Database (CSD) will be considered and the copy of the CSD report not older than three months.
 - 1.2 Form of offer must be firm, VAT and other tax inclusive and valid at least Ninety (90) days from the closing date.
 - 1.3 No tender shall be considered for the person who are in the service of the state,
 - 1.4 Valid SARS PIN certificate must be attached,
 - 1.5 Attached original Certified copy of company registration documents issued by Companies and Intellectual Property Commission (CIPC) and tenderer must attach shareholder's certificates where applicable.
 - 1.6 Attached original Certified copies of Identity Documents (ID) of all company directors,
 - 1.7 Attach verifiable Municipal Account/s not older than three months for both the tenderer and entity owner/s or director/s. In areas where the municipalities are not issuing municipal accounts, attach valid lease agreements or confirmation of residence or address for both the tenderer and entity owner/s or director/s issued by a relevant authority not older than three
 - 1.8 Proof of registration with CIDB for a grading of **3ME** or Higher,
 - 1.9 Attached Valid letter from Department of Employment and Labour - **COIDA** registration letter,
 - 1.10 Tenderers submitting tenders as a joint venture or consortium must attach a signed agreement by all parties to the joint venture or agreement.
 - 1.11 Fully completed tender document as issued and signed and submitted on the PDF document that has been issued and reproduced documents will be rejected. All certified copies must not be older than three months.
 - 1.12 Bidders are advised not to commit any fraudulent activities, including forgery of documents. All abuses of the Supply Chain Management (SCM) systems including but not limited to forgery of returnable documents, may be reported to the South African Police Service (SAPS) and restricted from doing business with any public institution or organ of the state for a period not exceeding 10 years in line with the Prevention of Fraud and Corrupt Activities Act 12 of 2004.
2. This tender will be evaluated on 80/20 Preference Points system approved Preferential Procurement Policy of the Ehlanzeni District Municipality. The preference points system will be applied as follows: -
 - 2.1 The 80 points will be for price

Tender

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T1.1

**Part T1: Tendering procedures
Tender Number EDM/11/2026-27**

Tender Notice and Invitation to Tender

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2.2 The 20 points will be allocated for the specific goals on a proportional or pro rata basis as mentioned below: -

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS		
HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
100% black person or people owned enterprise	5,00	➤ A copy of a Full CSD report not older than 3 months
More than 30% woman or women shareholding or owned enterprise	2,00	
More than 30% youth shareholding or owned enterprise	2,00	
More than 30% people living with disability shareholding or owned enterprise	2,00	➤ A copy of a Medical Certificate to confirm disability
More than 30% people military veteran's shareholding or owned enterprise	2,00	➤ Points will be allocated if it is stated on the CSD report that the enterprise is owned by persons designated as military veterans
POINTS FOR IMPLEMENTING OF RDP PROGRAMMES		
Enterprises regarded as *EMEs located within the Ehlanzeni District Municipality area of jurisdiction	2,00	➤ A copy of a Full CSD report not older than 3 months NB: Points will only be awarded if the CSD physical address is the same as the address for the proof of residence required in 1.7 above.
B-BBEE level 1 contribution	5,00	➤ Certified Valid BBBEE certificate ➤ or Certified Valid EME and SME a Sworn Affidavit ➤ or Certified Valid CIPC issued certificate confirming annual turnover and level of Black Ownership
TOTAL PREFERENCE POINTS TO BE CLAIMED	20,00	

**EME's are Exempted Micro Enterprise with an annual Turnover of R 10,0 million or less.*

Received tenders will be evaluated for responsiveness based on mandatory requirements and on functionality to obtain a minimum of **70 points** out of a possible **100 points** to qualify for further evaluation in line with 80/20 Preference Points System.

Tender Documents can be viewed and downloaded at no cost on Document sharing and collaboration Platform or Portal (NEPTUNE): <http://edmservices.ehlanzeni.gov.za> and National Treasure Portal from **Friday, 31 July 2026**. Further information regarding the download and uploading of the documents will be explained during the compulsory briefing session.

A compulsory briefing session will be held on **Friday, 07 August 2026 at 10h00 at Malelane Water Works (River Side),**

Co-ordinates is **S 25° 29' 20.6" E 31° 30' 00.1"**. next to Kobwa Hall in Malelane.

Where bids should be submitted - Completed bid and other returnable documents must be submitted only in PDF format on the Document Sharing and Collaboration Platform or Portal: <http://edmservices.ehlanzeni.gov.za> on or before **Monday, 17 August 2026 not later than 12h00**.

Tender Documents received by telegram, fax and post will not be considered. Late tenders shall not be accepted.

Enquiry: Contact Person - ADMINISTRATION: Mr SP Khumalo at 013 759 8573 or pkhumalo@ehlanzeni.gov.za
- TECHNICAL SERVICES: Ms DD Magale at 013 759 8690 or dmabena@ehlanzeni.gov.za

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Special Conditions:

Ehlanzeni District Municipality reserves the right to appoint for the whole or part of the tender or to cancel the tender

Employer: Acting Municipal Manager: Ms SS Madlopha

Ehlanzeni District Municipality

P.O. Box 3333

MBOMBELA

1200

Tender

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T1.1

Part T1: Tendering procedures

Tender Notice and Invitation to Tender

Tender Number EDM/11/2026-27

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Witness 2

T1.2 TENDER DATA: PROVIDED BY THE CLIENT

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data

The Tender Data shall be read with the Standard Conditions of Tender to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under construction.

T1.2.1 The additional conditions of tender are:

Clause Number	Data
	The conditions of tender are those contained in the latest edition of SANS 10845-3, Construction Procurement – Part 3: Standard conditions of tender. SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3. Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.
3.1	The Employer is: Ehlanzeni District Municipality
	The tender documents issued by the Employer comprise: Part T1: Tendering Procedures T1.1 Tender notice and invitation to tender T1.2 Tender Data: Provided by the client T1.3 Tender Data: Standard Conditions of Tender Part T2 : Returnable Documents T2.1 List of returnable documents <u>THE CONTRACT</u> Part C1: Agreements and Contract Data C1.1 Form of Offer and Acceptance - Not applicable under this tender C1.2 Contract Data C1.3 Contract specific data provided by the client C1.4 Data provided by the Service Provider Part C2: Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantities

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Part C3: Scope of Works C3: Scope of Work Part C5 : Site information C5.1: Site Information								
3.4	The Employer's Agent is: Not Applicable								
3.5	The language for communications is English.								
3.6	The competitive negotiation procedure shall not be applied.								
4.1	Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated: 3ME Only those tenderers who are registered with the CIDB or are capable of being so registered prior to the evaluation of submissions, in 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) or 25 (7A) of the Construction Industry Development Regulations, for a 3ME class of construction work, are eligible to have their tenders evaluated. Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, are not eligible to have their tenders evaluated. For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer lists in the table below the margins it considers reasonable. However, if the sum tendered exceeds the margins shown then such tender shall be deemed non-responsive. <table border="1"> <tr> <th>Category of tender</th><th>Upper limits per CIDB Table 8 Regulation 17</th></tr> <tr> <td>Grade 1</td><td>R 0,5 million</td></tr> <tr> <td>Grade 2</td><td>R 1,0 million</td></tr> <tr> <td>Grade 3</td><td>R 3,0 million</td></tr> </table> Joint Ventures are eligible to submit bids provided that: ✓ every member of the joint venture is registered with the CIDB. ✓ or 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 grade 3ME or Higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. (If Applicable) b) Key Personnel For the purpose of this contract, Key Personnel shall refer to: In order to be considered for an appointment in terms of this tender, the tenderer must have in its permanent employment key personnel who will be the single point accountability and responsibility for the management of the construction works. Alternatively, a signed undertaking from an organisation having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-contractor agreement, will be acceptable. Such undertaking must be attached to Forms T2 of 1.9. Table A3 of the Returnable Schedules. Individuals must be identified for each of the key personnel listed under Forms T2 Of 1.9 Table A3. Where the key personnel are no longer available to undertake the necessary work after the award of the tender, the contractor shall within a period of 14 working days replace the key personnel listed in Forms T2 of 1.9	Category of tender	Upper limits per CIDB Table 8 Regulation 17	Grade 1	R 0,5 million	Grade 2	R 1,0 million	Grade 3	R 3,0 million
Category of tender	Upper limits per CIDB Table 8 Regulation 17								
Grade 1	R 0,5 million								
Grade 2	R 1,0 million								
Grade 3	R 3,0 million								

Contractor

Witness 1

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Employer

Witness 1

Witness 2

	Table A3 with personnel with equivalent competencies and subject to approval by the Employer. Such approval shall not be unreasonably withheld. The key person shall be a suitably qualified and experienced Contracts Manager who will be the single point accountability and responsibility for the management of the construction works, and who is registered with SACPCMP as Pr.CM or ECSA as Pr.Eng or Pr.Tech.Eng shall be required as a minimum. Where the Contracts Manager will not be employed on the Works full time, his powers will be delegated to the approved construction manager. Failure to comply with the requirements or to complete Form T2 1.9 Table A3 may render the tender non-responsive. Contracts Manager qualified Engineer with relevant experience Site Agent with relevant experience and qualification Safety Officer qualified with relevant experience c) National Treasury Central Supplier Database Tenderers who are not registered on the National Treasury Central Supplier Database at close of tender, shall submit a copy of their application of registration, with their tender submission. Tenders received from such tenderers who have not submitted proof of their registration within 21 days after the closing date for tender submissions, will not be considered.
4.6	Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender
4.8	Request clarifications at least 5 working days before the closing time.
4.13	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: TENDER NUMBER EDM/11/2026-27: APPOINTMENT OF A CONTRACTOR FOR REFURBISHMENT OF MALELANE WATER TREATMENT WORKS IN NKOMAZI LOCAL MUNICIPALITY Tenders can be submitted 24 hours a day from Monday to Friday at the Employer's portal: http://edmservices.ehlanzeni.gov.za
4.13.4	The tenderer is required to submit all certificates as listed in the Returnable Schedule of Tender Compliance
4.13.5	A two-envelope procedure will not be followed.
4.13.6	Bid documents must be submitted only in pdf through sharing and collaborating platform via the portal: http://edmservices.ehlanzeni.gov.za
4.15	The closing time for submission of tender offer is as stated in the Tender Notice and Invitation to Tender.
4.16.1	The tender offer validity period is 90 days .
4.16.2	Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer withdraws his tender. gives notice of his inability to execute the contract in terms of his tender; or fails to comply with a request made in terms of 4.18. or 5.9, such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.
4.18	Any additional information requested under this clause must be provided within 5 (five) working days of date of request.
5.1	The employer shall respond to clarifications received up to 7 working days before tender closing time.
5.2	The employer shall issue addenda until 5 working days before tender closing time.

Contractor

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Witness 2

Employer

Witness 1

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5.4	The closing time for submission of tender offer is as stated in the Tender Notice and Invitation to Tender.																																								
5.7	In the event of disqualification, the Employer may, at its sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to CIDB and National Treasury.																																								
5.9	Where there is an omission of a line item, no correction is possible, and the offer may be declared non-responsive. Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2. The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be considered in the evaluation of tenders.																																								
5.11.8	Scoring preferences. This tender will be evaluated in Terms of the 80/20 Preference Points system approved Preferential Procurement Policy of the Ehlanzeni District Municipality. The preference points system will, be applied as follows: - 2.1 The 80 points will be for price 2.2 The 20 points will be allocated for the specific goals on a proportional or pro rata basis as mentioned below: - Note to tenderers: The tenderer must indicate how they claim points for each preference point system.) <table><tr><th>The specific goals allocated points in terms of this tender</th><th>Number of points allocated (90/10 system) (To be completed by the organ of state)</th><th>Number of points allocated (80/20 system) (To be completed by the organ of state)</th><th>Number of points claimed (90/10 system) (To be completed by the tenderer)</th><th>Number of points claimed (80/20 system) (To be completed by the tenderer)</th></tr><tr><td>100% black person or people owned enterprise</td><td>N/A</td><td>5,00</td><td>N/A</td><td></td></tr><tr><td>More than 30% woman or women shareholding or owned enterprise</td><td>N/A</td><td>2,00</td><td>N/A</td><td></td></tr><tr><td>more than 30% youth shareholding or owned enterprise</td><td>N/A</td><td>2,00</td><td>N/A</td><td></td></tr><tr><td>More than 30% people living with disability shareholding or owned enterprise</td><td>N/A</td><td>2,00</td><td>N/A</td><td></td></tr><tr><td>More than 30% people military veteran's shareholding or owned enterprise</td><td>N/A</td><td>2,00</td><td>N/A</td><td></td></tr><tr><td>Enterprises regarded as *EMEs located within the Ehlanzeni District Municipality area of jurisdiction</td><td>N/A</td><td>2,00</td><td>N/A</td><td></td></tr><tr><td>B-BBEE level 1 contribution</td><td>N/A</td><td>5,00</td><td>N/A</td><td></td></tr></table> Eligibility for preference points will be determined as follows: A tenderer's scorecard shall be a B-BBEE level 1 Verification Certificate issued in accordance with the revised Notice of Clarification published in the Notice 444 of 2015 published in Government Gazette 38799 on 15 May 2015 by the Department of Trade and Industry: and The scorecard shall be submitted as a certificate as part of preferential points allocation system; and	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)	100% black person or people owned enterprise	N/A	5,00	N/A		More than 30% woman or women shareholding or owned enterprise	N/A	2,00	N/A		more than 30% youth shareholding or owned enterprise	N/A	2,00	N/A		More than 30% people living with disability shareholding or owned enterprise	N/A	2,00	N/A		More than 30% people military veteran's shareholding or owned enterprise	N/A	2,00	N/A		Enterprises regarded as *EMEs located within the Ehlanzeni District Municipality area of jurisdiction	N/A	2,00	N/A		B-BBEE level 1 contribution	N/A	5,00	N/A	
	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)																																				
	100% black person or people owned enterprise	N/A	5,00	N/A																																					
	More than 30% woman or women shareholding or owned enterprise	N/A	2,00	N/A																																					
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	More than 30% people military veteran's shareholding or owned enterprise	N/A	2,00	N/A																																					
	Enterprises regarded as *EMEs located within the Ehlanzeni District Municipality area of jurisdiction	N/A	2,00	N/A																																					
	B-BBEE level 1 contribution	N/A	5,00	N/A																																					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	The certificate shall: Be an original or an original certified copy of the original; and Have been issued by a Verification Agency accredited by the South African National Accreditation System (SANAS); or Have been issued by a registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA); or Be valid at the tender closing date; and Have a date of issue less than 12 (twelve) months prior to the tender closing date; and If a tenderer claims a preference score without submitting an acceptable Verification Certificate(s) and/or all of the information in compliance with preferential points, no additional period be granted to submit this information; and Failure to submit a valid Verification Certificate(s) and/o all the information in compliance will result in the award of 0 (zero) points for preference points allocated; and In the event of a Joint Venture (JV), a consolidated B-BBEE Verification Certificate in the name of the JV shall be submitted, as well as a valid B-BBEE Verification Certificate for each member of the JV; and If the tender documents indicate that the tenderer intends sub-contracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, 0 (zero) points for preference will be awarded, unless the intended sub-contractor is an EME that has the capability to execute the sub-contract.															
5.11.9	The quality criteria and maximum score in respect of each of the criteria are as follows: <table><tr><th>DESCRIPTION</th><th>FORMS</th><th>MAXIMUM POINTS TO BE ALLOCATED</th></tr><tr><td>Experience of firm in similar or comparable projects</td><td>TABLE A1</td><td>40</td></tr><tr><td>Tenderer's credit rating and bank details</td><td>TABLE A2</td><td>20</td></tr><tr><td>Proposed Key Personnel</td><td>TABLE A3</td><td>40</td></tr><tr><td>TOTAL</td><td></td><td>100</td></tr></table> Tender offers will only be considered responsive if the minimum requirement of 70 points out of 100 points is met to qualify for further evaluation on the 80/20 preference point scoring system.	DESCRIPTION	FORMS	MAXIMUM POINTS TO BE ALLOCATED	Experience of firm in similar or comparable projects	TABLE A1	40	Tenderer's credit rating and bank details	TABLE A2	20	Proposed Key Personnel	TABLE A3	40	TOTAL		100
DESCRIPTION	FORMS	MAXIMUM POINTS TO BE ALLOCATED														
Experience of firm in similar or comparable projects	TABLE A1	40														
Tenderer's credit rating and bank details	TABLE A2	20														
Proposed Key Personnel	TABLE A3	40														
TOTAL		100														
5.13	In addition to the requirements of the Conditions of Tender, offers will only be accepted if: - the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za) CSD is compulsory for any company to bid. - the tenderer is in good standing with SARS according to the Central Supplier Database; - the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; - the tenderer 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; - the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; - the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; - the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;															

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
5.17	The number of paper copies of the signed contract to be provided by the employer is One.
5.19	All requests shall be in writing.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.2.2 ANNEX: Standard Conditions of Tender

(These Standard Conditions of Tender have been reproduced, without any changes, from Appendix A of the CIDB Standardized Construction Procurement Documentation for Engineering Construction Works, 5 August 2005)

F.1 General

F.1.1 Actions

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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

F.1.4 Communication and employer's agent

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

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

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

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

F.2 Tenderers obligations

F.2.1 Eligibility

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

F.2.2 Cost of tendering

Tender
Part T1: Tendering Procedures
Tender Number EDM/11/2026-27

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T1.2
Tender Data

Contractor

Witness 1

Witness 2

Employer

Witness 1

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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 Contractor	 Witness 1	 Witness 2	 Employer	 Witness 1	 Witness 2

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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Tender Data

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to clarification

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation above the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical

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proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- a) meets 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.

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:

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the tenderer's risks and responsibilities under the contract, or
- affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

F.3.9 Arithmetical errors

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

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F3.11.1 General

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

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

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

F.3.11.2 Scoring Financial Offers

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

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

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

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

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

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	P/P_m
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	P_m/P

where:

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

P = the comparative offer of tender offer under consideration.

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F.3.11.3 Scoring quality (functionality)

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

F3.13.1 Tender Offers will only be accepted on condition that:

- (a) the tender offer is signed by a person authorised to sign on behalf of the tenderer;
- (b) a valid original Tax Clearance Certificate is included with his tender;
- (c) tenderers declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the construction Regulations 2003 as well as the Tenderer's health and safety plan, is included with his tender submission;
- (d) a Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture agreement with his tender;
- (e) the Tenderer or a competent authorised representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection;
- (f) The contractor who submits the tender has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the CIBD Regulations 2003 promulgated in terms of the Act, or if the Contractor can submit proof or evidence that he will be able to register within 10 days of the closing date for submission of tenders;
- (g) The Tenderer or any of its principals 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;
- (h) The Tenderer has not abused the Employer's Supply chain Management System or has failed to perform on any previous contract and has been given a written notice to his effect;
- (i) The Tenderer or any of its principals, directors or managers is not employed in the service of the State or any municipality. In the event that such principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the public service must be included in the tender submission.
- (j) The Employer is satisfied that the Tenderer or any of his principals have not influenced the tender offer and acceptance by the following criteria:
- (k) having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this contract;
 - i) having acted in a fraudulent or corrupt manner in obtaining or executing this contract;
 - ii) having approached an officer or employee of the Employer or the employer's Agent with the objective of influencing the award of a contract in the Tenderer's favour;
 - iii) having entered into any agreement or arrangement, whether legally or not, with any other person, firm or company to refrain from tendering for his contract or as to the amount of the Tender to be submitted by either party;
 - iv) having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender;
 - v) The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.

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Witness 2

Employer

Witness 1

Witness 2

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

F.3.14 Notice to unsuccessful tenderers

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

F.3.15. Prepare contract documents

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

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

F.3.16 Issue final contract

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

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

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

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Witness 2

Employer

Witness 1

Witness 2

EHLANZENI DISTRICT MUNICIPALITY



APPOINTMENT OF A CONTRACTOR FOR REFURBISHMENT AT MALELANE WATER TREATMENT WORKS IN NKOMAZI LOCAL MUNICIPALITY

PART T2: RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

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T2

Part T2: Returnable documents
Tender Number EDM/11/2026-27

Returnable documents

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.1 LIST OF RETURNABLE DOCUMENTS

1. The tender document must be submitted as a whole. All the schedules, documents and forms must be completed in full and the document shall not be taken apart or altered to in any way whatsoever
2. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
3. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
4. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract.**

The tenderer must complete the following returnable documents:

COMPULSORY BID DOCUMENTS	
T2.1.1	CUMPSORY ENTERPRISE QUISTIONNAIRE
T2.1.2	RECORD OF ADDENDA TO TENDER DOCUMENTS
T2.1.3	DECLARATION OF INTEREST MBD4
T2.1.4	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 MBD6.1
T2.1.5	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES MBD8
T2.1.6	CERTIFICATE OF INDEPENDENT BID DETERMINATION MBD9
T2.1.7	CERTIFICATE OF AUTHORITY
T2.1.8	PROPOSED AMENDMENTS AND QUALIFICATIONS
T2.1.9 COMPETENCY ACHIEVEMENT SCHEDULES	
Table A1	EXPERIENCE OF FIRM IN SIMILAR OR COMPARABLE PROJECTS
Table A2	TENDERER' S CREDIT RATING AND BANK DETAILS
Table A3	PROPOSED KEY PERSONNEL

T2.2 Returnable Schedules that will be incorporated into the contract

- C1.1 Offer and Acceptance
- C2.2 Bills of quantities

T2.1 RETURN-ABLE SCHEDULE

T2.1.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Contact number

Fax number

Section 6: Record of service of the state

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

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Province | ☐ a member of an accounting authority of any national or provincial public entity |
| h) a member of the board of directors of any municipal entity | ☐ an employee of Parliament or a provincial legislature |
| i) an official of any municipality or municipal entity | |

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

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

*insert separate page if necessary

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T2.1

Part T2: Returnable documents

List of Returnable Documents

Tender No.: EDM/11/2026-27

Contractor	Witness 1	Witness 2		Employer	Witness 1	Witness 2

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

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

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Province | |
| j) a member of the board of directors of any municipal entity | ☐ a member of an accounting authority of any national or provincial public entity |
| k) an official of any municipality or municipal entity | ☐ an employee of Parliament or a provincial legislature |

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

*insert separate page if necessary

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

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.1.2 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T 2.1.3 DECLARATION OF INTEREST – (MBD4)

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

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

3.1. Full Name:

3.2. Identity Number.....

3.3. Company Registration Number:

3.4. Tax Reference Number:

3.5. VAT Registration Number:

NB: Tick (✓) what is applicable in the box

3.6. Are you presently in the service of the state*

3.6.1. If **YES**, furnish particulars

.....
.....

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

3.7. Have you been in the service of the state for the past twelve months?

.....
.....

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

3.7.1. If **YES**, furnish particulars.

.....
.....

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

- (a) a member of –
- (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;

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

3.8. Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

3.8.1. If **YES**, furnish particulars.

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

.....

.....

3.9. Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

3.9.1. If **YES**, furnish particulars.

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

.....

.....

3.10. Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

3.10.1. If **YES**, furnish particulars.

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

.....

.....

3.11. Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of state?

3.11.1. If **YES**, furnish particulars.

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

.....

.....

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

Full Name	Identity Number	State Employee Number

Tender
Part T2: Returnable documents
Tender No.: EDM/11/2026-27

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T2.1
List of Returnable Documents

Contractor	Witness 1	Witness 2		Employer	Witness 1	Witness 2

CERTIFICATION

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

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

T 2.1.4 PREFERENCE POINTS CLAIMS FORM – (MBD6)

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 The applicable preference point system for this tender is the 80/20 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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

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

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List of Returnable Documents

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- 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:

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = 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—

Tender Part T2: Returnable documents Tender No.: EDM/11/2026-27	30	T2.1 List of Returnable Documents
Contractor	Witness 1	Witness 2
Employer	Witness 1	Witness 2

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.
Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% black person or people owned enterprise	N/A	5,00	N/A	
More than 30% woman or women shareholding or owned enterprise	N/A	2,00	N/A	
more than 30% youth shareholding or owned enterprise	N/A	2,00	N/A	
More than 30% people living with disability shareholding or owned enterprise	N/A	2,00	N/A	
More than 30% people living with disability shareholding or owned enterprise	N/A	2,00	N/A	
Enterprises regarded as *EMEs located within the Ehlanzeni District Municipality area of jurisdiction		2,00	N/A	
B-BBEE level 1 contribution	N/A	5,00	N/A	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

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List of Returnable Documents

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

T2.1.5 DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

MBD8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

Tender

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Part T2: Returnable documents

List of Returnable Documents

Tender No.: EDM/11/2026-27

	—		—		—		—		—	
Contractor		Witness 1		Witness 2		Employer		Witness 1		Witness 2

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

Js367bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

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

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Part C1: Agreements and contract data
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Agreements and contract data

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T 2.1.7 CERTIFICATE OF AUTHORITY FOR AN ENTITY

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

(i) Company	(ii) Closed Corporation	(iii) Partnership	(iv) Joint Venture	(v) Sole Proprietor

(i) Certificate for a 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 authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

Signature of Chairman:

Signature of Signatory:

As Witnesses:

1: Name in Block Letters:

2: Name in Block Letters:

Date:

Contract
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Agreements and contract data

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(ii) Certificate for a Closed Corporation

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

..... hereby authorise

Mr/Ms, acting in the capacity of

..... to sign all documents in connection with this tender and any contract resulting from it on our behalf.

Signature of Signatory:

As Witnesses:

1: Name in Block Letters:

2: Name in Block Letters:

Date:

NAME	ADDRESS	SIGNATURE	DATE

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(iii) Certificate for Partnerships

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

..... hereby authorise

Mr/Ms, acting in the capacity of

..... to sign all documents in connection with this tender and any contract resulting from it on our behalf.

Signature of Signatory:

As Witnesses:

1: Name in Block Letters:

2: Name in Block Letters:

Date:

NAME	ADDRESS	SIGNATURE	DATE

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(iv) Certificate for Joint Venture

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

..... hereby authorise

Mr/Ms, acting in the capacity of

..... to sign all documents in connection with this tender and any contract resulting from it on our behalf.

Signature of Signatory:

As Witnesses:

1: Name in Block Letters:

2: Name in Block Letters:

Date:

NAME	ADDRESS	SIGNATURE	DATE
			
			
			
			
			
			
			

Note: This certificate is to be completed and signed by all of the key members upon whom 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:

As Witnesses:

1: Name in Block Letters:

2: Name in Block Letters:

Date:.....

T2.1.8 PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

T2.1.9 COMPETENCE ACHIEVEMENT SCHEDULES

TABLE A1: COMPANY EXPERIENCE

Provide the name of current/recent contactable references for each similar project or relevant project e.g. Water Treatment Works or Wastewater treatment works including refurbishment and upgrading, that the bidder has executed in the past **ten (10) years**. Attach certified copies of appointment letters and certified copies of completion certificates.

It must be noted that the experience of the firm carries a maximum of **40 points** as indicated in the table below. If proof of certified copies of appointment letters and certified copies of completion certificates are not provided, ***if completed work is not verifiable on the CIDB portal, then the bidder shall obtain zero point on the experience of the firm.*** *

Points allocation breakdown are **5 points for each certified appointment letter** and **5 points for each certified completion certificate**.

***NOTE:** Appointments letter not verifiable as part of your project completed by the Entity will not be accepted. Hence the project will carry Zero points

Targeted Goals		Tendered Goal	Points Claimed by Tenderer	Allocated Points
Attach letter of reference, appointment letter and completion certificate (only references with certified copies from previous client will be considered)				
1		10		
2		10		
3		10		
4		10		
Sub-Total: Company Experience		40		

TABLE A2: FINANCIAL REFERENCES

	Targeted Goals	Tendered Goal	Points Claimed by Tenderer	Allocated Points
1	Tenderer submitted banking details and bank rating of “A”, “B” or “C” on a signed and stamped letter from the bank (Proof attached will be verified and not older than three months)	10		
And				
2	Tenderer to submit proof of a valid and signed All Risk Insurance Company Policy. (Proof attached will be verified)	10		
Sub-Total: Financial references		20		

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C1
Agreements and contract data

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TABLE A3: KEY PERSONNEL AND EXPERIENCE

TARGETED GOALS (Attach all CV's, Certified Qualification and Professional Membership Certificates of nominated person and list names below)		TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1.	Safety Officer with First Aid plus OHSA. (Construction Regulations qualification) (Less than 1 years' experience) Name:	2.5		
OR				
2.	Safety Officer with First Aid plus OHSA. (Construction Regulations qualification) (2+ years' experience) Name:	5.0		
PLUS				
3.	Site Agent has National Diploma Civil or Mechanical Engineering Name:	10.0		
PLUS				
4.	Site Agent has completed two to four similar water/sewer treatment works' projects in the past. (Site Agent used in point 3 above) Name:	5.0		
OR				
5.	Site Agent has completed five or more similar water /sewer treatment works projects in the past. (Site Agent used in point 3 above) Name:	10.0		
PLUS				
6.	Contracts Manager (Pr.Eng or Pr.Tech.Eng or Pr.Techni.Eng) Name: Qualification:	10.0		
OR				
7.	Contracts Manager (Pr.Eng or Pr.Tech.Eng or Pr.Techni.Eng) and Pr CM Name: Qualification:	15.0		
SUB-TOTAL: Construction Team Key Personnel		40.0		

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Part C1: Agreements and contract data
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Agreements and contract data

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TABLE A4: FUNCTIONALITY OR QUALITY POINT SYSTEM

Refer to F3.11 Method 4. The tenderer is to score a minimum of **70%** for Functionality / Quality to avoid being rejected for the tender.

Description		Maximum points to be allocated	Points claimed by tenderer	Points Allocated
Competence Goals (70% Required)	Company Experience: Table A1	40		
	Financial References: Table A2	20		
	Construction Team Key Personnel Experience: Table A3	40		
	Sub Total	100		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EHLANZENI DISTRICT MUNICIPALITY



**APPOINTMENT OF A CONTRACTOR FOR REFURBISHMENT OF
MALELANE WATER TREATMENT WORKS
IN NKOMAZI LOCAL MUNICIPALITY**

PART C1: AGREEMENT AND CONTRACT DATA

- C1.1 Form of Offer and Acceptance**
- C1.2 Schedule of Deviations**
- C1.3 Contract Data**
- C1.4 Safety Agreement**

C1.1 FORM OF OFFER AND ACCEPTANCE

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for

TENDER NUMBER EDM/11/2026-27 - APPOINTMENT OF A CONTRACTOR FOR REFURBISHMENT OF MALELANE WATER TREATMENT WORKS IN NKOMAZI LOCAL MUNICIPALITY

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

.....

.....Rand (in words);

R (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature Date

Name & Surname

Capacity

for the Tenderer

(Name and
address of
organization)

.....
Name and
signature
of witness

Contract

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Part C1: Agreements and contract data
Tender Number EDM/11/2026-27

Form of offer and acceptance

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature

Date

Name

Capacity

for the Employer The Acting Municipal Manager
Ehlanzeni District Municipality
8 Van Niekerk Street
MBOMELA
1200

Name and
signature of witness

Date

Contract

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C1.1

Part C1: Agreements and contract data
Tender Number EDM/11/2026-27

Form of offer and acceptance

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2 SCHEDULE OF DEVIATIONS

1 Subject

Details

2 Subject

Details

3 Subject

Details

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

Signature

Date

Name & Surname

Capacity

for the Employer

The Acting Municipal Manager
Ehlanzeni District Municipality
8 Van Niekerk Street
MBOMBELA
1200

Name and Surname

signature

of witness

Date

C1.3 CONTRACT DATA

The condition of contract are the General *Condition of Contract of Construction Works, Fourth Edition (2025)* published by the South African Institution of Civil Engineering-SAICE. is applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel (011) 805 5947).

The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

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

PART 1: DATA PROVIDED BY THE EMPLOYER

Clause	Description												
1.1.1.5	'Commencement date' means the date that the Agreement made in terms of Form of Offer and Acceptance comes into effect												
1.1.1.12	"Day" shall mean calendar day												
1.1.1.13	The Defects Liability period is 12 months from the date "Certificate of Completion"												
1.1.1.14	The time for achieving Practical Completion is 20 Weeks or 5 months from the official date of Commencement of Works as determined by the Client												
1.1.1.15	The Employer is the Ehlanzeni District Municipality												
1.1.1.16	The Engineer Not Applicable												
1.1.1.24	The Practical Completion is achieved when the works has reached the state of readiness- tested and commissioned												
1.1.1.27	The pricing strategy is "Re-Measurable Contract"												
1.2.1.2	The Employer's address for receipt of communications and notices is : Acting Municipal Manager: SS MADLOPHA <table><tr><td>Physical Address</td><td>Postal Address</td></tr><tr><td>8 Van Niekerk Street</td><td>PO Box 3333</td></tr><tr><td>MBOMBELA</td><td>MBOMBELA</td></tr><tr><td>1200</td><td>1200</td></tr><tr><td colspan="2">Tel Number: - (013 759 8690</td></tr><tr><td colspan="2">Email Address: pkhumalo@ehlanzeni.gov.za</td></tr></table>	Physical Address	Postal Address	8 Van Niekerk Street	PO Box 3333	MBOMBELA	MBOMBELA	1200	1200	Tel Number: - (013 759 8690		Email Address: pkhumalo@ehlanzeni.gov.za	
Physical Address	Postal Address												
8 Van Niekerk Street	PO Box 3333												
MBOMBELA	MBOMBELA												
1200	1200												
Tel Number: - (013 759 8690													
Email Address: pkhumalo@ehlanzeni.gov.za													
	PROJECT DESCRIPTION: EDM/11/2026-27 – APPOINTMENT OF A CONTRACTOR FOR REFURBISHMENT OF MALELANE WATER TREATMENT WORKS (River Side) in NKOMAZI LOCAL MUNICIPALITY												

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Safety Agreement

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Description
4.3.3	Add the following at the end of sub clause 4.3.2: The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act: (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act. (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (iv) The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor. (v) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge. The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act: (vi) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 6(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within seven (7) days after acceptance of the bid. and shall be implemented and maintained from the Commencement of the Works. (vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified." The Employer and Contractor agree that the Contractor will comply with the provisions of "The Mine Health and Safety Act, (Act 29 of 1996) as amended by the Mine Health and Safety Amendment Act (Act 72 of 1997).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Description
	The following arrangements and procedures will apply: (i) The Contractor shall himself obtain the Mining Authorisation for the sites. (ii) Contractor shall assume responsibility for the Environmental Management Programmes (EMP) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the Contract. (iii) The Contractor shall comply with the provisions of the Act and the requirements of the Director: Mineral Development of the Department of Minerals and Energy in making the necessary financial provisions to mine optimally and safely and to rehabilitate the surface of the land concerned satisfactory and to carry out the EMP. All costs incurred in providing a guarantee or other financial provision shall be borne by the Contractor. (iv) This Agreement shall hold good from the date on which the Mining Authorisation is issued until the date on which a Closure Certificate is issued in terms of the Minerals Act, 1991. (v) Nothing in this Agreement shall exonerate the Contractor from compliance with any requirements of the Employer's Agent regarding the rehabilitation of sites prior to the issue of a Final Approval Certificate in terms of clause 5.16.2 of the General Conditions of Contract (2010). (vi) The Contractor shall undertake all the duties and accept all the responsibilities of the owner in compliance with the requirements of the Act as amended. (vii) The Contractor accepts responsibility for compliance with the Act, as amended, by all his sub-contractors whether or not selected and/or approved by the Employer. The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge."
5.3.1.	The documentation required before commencement with Works execution are: i. Health and Safety Plan ii. Initial Programme iii. Insurance of the Works
5.3.2	Time to submit documentation required before commencement with Works execution is 14 days (unless a reasonable written explanation can be given to extend the time required to submit the documents)
5.8.1	The non-working days are Sundays
	The Special non-working days are:
	(1) Public Holidays
	(2) The year-end break commencing on 15 th December 2026 to 12 January 2027.
5.13.1	The penalty for failing to complete on time is 0.05% of contract value per calendar day
5.16.3	The latent defect period is 180 days after date of completion
6.10.3	The limit of Retention money is 10%

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Description
	5% is to be released after the Certificate of completion has been issued and final 5% will be released after Final Completion certificate and defects liability period
8.6.1.2	A coupon policy for Special Risks Insurance issued by the South African Special Risks Insurances Association is required.
10.5.2	Dispute resolution shall be ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is one.
10.7.1	The determination of disputes shall be by arbitration.
Special Clause	The Contractor's CIDB grading must remain active at the same of higher level as at time of appointment. Should the grading be suspended, downgraded and or expire, the Contractor will only be allowed 21 days to remedy such and failure could result in termination of the Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause	Description						
1.1.1.9	The Contractor is [The Legal Name].						
1.2.1.2	The Contractor's address for receipt of communications and notices is : Telephone: Facsimile: E-mail: Address (Postal): Address (Physical):						
6.2.1	The security to be provided by the Contractor shall be one of the following: <table border="1"> <thead> <tr> <th>Type of Security</th><th>Contractor's choice. Indicate "yes" or "No"</th></tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the Contract Sum, exclusive of Value Added Tax</td><td>Yes / No</td></tr> <tr> <td>Performance Guarantee of 10% of the Contract Sum, exclusive of Value Added Tax</td><td>Yes / No</td></tr> </tbody> </table>	Type of Security	Contractor's choice. Indicate "yes" or "No"	Cash deposit of 10% of the Contract Sum, exclusive of Value Added Tax	Yes / No	Performance Guarantee of 10% of the Contract Sum, exclusive of Value Added Tax	Yes / No
Type of Security	Contractor's choice. Indicate "yes" or "No"						
Cash deposit of 10% of the Contract Sum, exclusive of Value Added Tax	Yes / No						
Performance Guarantee of 10% of the Contract Sum, exclusive of Value Added Tax	Yes / No						
6.8.3	If price adjustments for a variation in the costs of special materials is allowed then, the variation in cost of special material is: *State unit in appropriate column						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.4 SAFETY AGREEMENT

MEMORANDUM OF AGREEMENT CONCLUDED BY AND BETWEEN:

EHLANZENI DISTRICT MUNICIPALITY

herein represented by
in his capacity as
of the Ehlanzeni District Municipality, being duly authorised thereto
and

.....
(hereinafter referred to as the *Mandatory*)

herein represented by
in his capacity as
of the Mandatory, being duly authorised thereto

WHEREAS:

1. Ehlanzeni District Municipality and the mandatory entered into a written, alternatively oral agreement on the.....day of20..... in terms of which the Mandatory undertook to carry out the following work for the Nkomazi Local Municipality, viz.

Refurbishment of Malelane Water Treatment Works

(The said contract work is hereinafter referred to as the **Work**)

2. The Occupational Health and Safety Act, Act 85 of 1993 as amended (hereinafter referred to as **the Act**) contains amongst others certain provisions with regard to the health and safety of people at work and in connection with the usage of plant and machinery, as well as the protection of other persons than persons at work against hazards to health and safety that originates from or in connection with the activities of persons at work.
3. Section 37(2) of the Act makes provision for the exclusion by the parties, by way of a written agreement, of supposition and accompanying liability of Nkomazi Municipality as stipulated in section 37(1) of the Act.
4. The parties have reached consensus regarding the terms and conditions to which they agree in terms of the provisions of section 37(2) of the Act.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS

1.

WRITTEN AGREEMENT

The parties herewith agree in terms of section 37(2) of the Act on the arrangements and procedures that must be followed to ensure compliance with the provisions of the Act by the Mandatory.

2.

ACKNOWLEDGEMENT BY THE MANDATORY

The mandatory acknowledge herewith that he is fully acquainted with the contents of the Act, as well as with all regulations and SANS codes of practice that have been made in terms of section 43 of the Act.

3.

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Safety Agreement

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

UNDERTAKING BY MANDATORY

- (a) The Mandatory hereby undertakes and binds himself to the Ehlanzeni District Municipality to ensure prompt and strict compliance with the provisions of the Act and the said regulations as well as with the provisions included in this Safety Agreement at all times during the execution of the Works
- (b) It is hereby recorded that the provisions of this Safety Agreement as set out hereinafter are in no way intended to restrict the duties of the Mandatory, nor to exempt the Mandatory from his obligation in accordance with the Act and the said regulations

4.

PERSONAL PROTECTIVE EQUIPMENT

- (a) It is compulsory to wear equipment for eye protection when working in an eye protection zone or where the Work requires eye protection.
- (b) It is compulsory to wear safety helmets when working in a safety helmet zone or where the Work requires safety helmets.
- (c) It is compulsory to wear hearing protection when working in a noise zone or where the Work requires hearing protection.
- (d) The wearing of other protective clothing and equipment as prescribed by the Occupational Health and Safety Officer of Ehlanzeni District Municipality is compulsory.
- (e) The Mandatory shall ensure that the statutory requirements are complied with at all times.

5.

FENCING AND GENERAL MACHINERY PROTECTION

No shield or fencing may be removed from or be moved at any machinery or installation without written permission.

6.

SCAFFOLDING, LADDERS, TOOLS, ET CETERA

The Mandatory without the written permission of Nkomazi Municipality may use no equipment or tools that belong to Nkomazi Municipality.

Except where agreed beforehand the Mandatory shall provide enough tools and equipment to enable him to complete the Works and the Mandatory shall provide all storerooms, offices and eating halls that he may need. The Mandatory will be responsible for all his material on site.

In special case where Nkomazi Municipality may lend equipment, tools or materials to the Mandatory, the Mandatory will use such equipment, tools and/or materials at his own risk and the Mandatory herewith indemnifies Nkomazi Municipality against any liability of whichever nature or from any cause whatsoever, whether direct or indirect, that may arise from such usage.

7.

SERVICES AND WORKING METHODS

The written permission of the Managing Director of Nkomazi Municipality shall be obtained where any work which must be undertaken by the Mandatory is connected with a working process or machinery or any other service in connection therewith, or may possibly affect it, before he commences with such work.

Approval shall be obtained from the Electrical Engineer of Nkomazi Municipality / The Municipality / Eskom before any equipment is connected to the electrical supply of the Municipality / Eskom. All equipment shall be isolated before any equipment is connected to the electrical supply of the Municipality / Eskom. It shall be isolated and be provided with earth leakage protection. Electrical machinery, portable electrical tools and portable lights must comply with the requirements of the applicable regulations.

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Work permits must be issued in terms of the Occupational Health and Safety Act and Regulations when the nature of the work requires it. Permits must be issued by the relevant departmental head where necessary.

8.

EXCAVATIONS

Written permission for excavations shall be obtained from the Engineer of Nkomazi Municipality and the Mandatory shall make sure of the existence and position of electrical cables, discharge pipes, gas lines, water conduits, et cetera before he commences with any excavation work.

All excavations and obstructions and/or any openings in platforms or floors shall be enclosed in a safe way and warning notices shall be erected to ensure absolute safety. An adequate number of red or orange caution lights shall be provided when it is dark or should bad light prevail.

The area surrounding excavations shall be kept in a safe, orderly and tidy condition. No loose material of whatever nature may be left in walkways or workplaces or be allowed to block walkways or workplaces.

Nobody may enter into any restricted area in which hazardous fumes or a shortage of oxygen exists without a permit giving permission to do so, issued by the head of the relevant department of Nkomazi Municipality and until it has been certified safe for entrance by the Occupational Health and Safety Officer and the Health Inspector of Nkomazi Municipality.

9.

RESTRICTION TO WORKPLACE

Employees of the Mandatory shall be restricted to their workplaces except when they have to leave their area for work purposes or when they visit toilets.

10.

SUBCONTRACTORS

The Mandatory shall ensure that all subcontractors receive a copy of this safety agreement and must ensure they comply with it.

11.

OCCUPATIONAL HEALTH AND SAFETY OFFICER AND THE REPORTING OF ALL ACCIDENTS

The Occupational Health and Safety Officer of Ehlanzeni District Municipality are available for consultation, and he will make periodical visits to the workplace of the Mandatory. Any hazardous occurrence or incident to the employees of the Mandatory that results in absence from work for a period longer than three days shall be reported in writing to the Occupational Health and Safety Officer of Ehlanzeni District Municipality within forty eight hours as well as to the Department of Labour as specified by the Act. Every user, employer, occupier, builder or excavator must, under this Act, keep record of all accidents that occur.

In the case of an accident that results in loss of life, nobody may disturb the scene of the accident or any articles involved in the accident prior to the arrival of the Occupational Health and Safety Officer and the Inspector, unless it is to prevent another accident from happening or the prevention of loss of life or to remove corpses.

The Occupational Health and Safety Officer will issue contravention notices to the Mandatory or a sub contractor when there is a non-compliance and will specify the time in which it must be rectified.

The Occupational Health and Safety Officer will issue work stop notices to the Mandatory or sub-contractor whenever he is of the opinion that the health and safety of any person at work is threatened or that the contravention notices are not adhered to.

12.

FIRST AID

Where five or more persons are employed at a workplace, the Mandatory shall provide and maintain an

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adequately equipped first-aid box that meets the following requirements.

- (a) Every first-aid box shall contain the minimum contents as prescribed by the Occupational Health and Safety Act.
- (b) Nothing except articles and equipment required for first-aid purposes may be kept in the first-aid box.
- (c) Each first-aid box shall be kept in a place readily accessible in case of an accident.

All first-aid boxes shall be placed under control of a responsible person except where five or less persons are at work. The responsible person must be in the possession of a valid first-aid certificate issued by one of the following organizations:

- A South-African Red Cross Society
- B St. John's Ambulance Foundation
- C South-African First-Aid League

A notice indicating where the first-aid box is kept as well as the name of the person in charge shall be affixed in a conspicuous place.

13.

FIRE PREVENTION MEASURES AND STORAGE OF FLAMMABLE MATERIAL

The Fire department of the Mbombela Local Municipality shall be notified before any welding, oxyacetylene welding, cutting, burning of paint or tar from floors or roofs is undertaken so that the necessary fire prevention measures can be arranged. All "NO SMOKING AND OPEN SURFACE FIRES/LIGHTS PROHIBITED" notices shall be adhered to. The Mandatory and his senior employee shall acquaint themselves and their fellow workers with the fire prevention measures of the Mbombela Municipality, which will also include fire alarm notices and exits in case of fire, and they shall ensure that these rules are strictly complied with.

14.

COMPLETION OF WORK

Before the mandatory or his sub-contractors leaves the site they shall inform the Head of the relevant Department of Nkomazi Municipality and obtain his/her written approval that the work has been completed satisfactory and that the site of the work is left in a good condition.

15.

SALVAGED MATERIAL AND EQUIPMENT

Any building demolished or equipment or materials that are salvaged whilst carrying out the work shall remain the property of Nkomazi Municipality, unless the contract specifically provides otherwise.

16.

BREAKING OF THESE RULES AND POOR CONDUCT

The Mandatory is warned that no behaviour that causes danger to their own employees, to the employees of Nkomazi Municipality or the public will be tolerated. The Occupational Health and Safety Officer of Ehlanzeni District Municipality reserves the right of the withdrawal of any employees of the Mandatory or Nkomazi Municipality from the premises in the case of any default or breach of the agreement and to order that the completion of the work be stayed, pending compliance with this agreement; alternatively to cancel the agreement referred to in par.2 in which event Ehlanzeni District Municipality will be entitled to appoint an alternative contractor to complete the work and recover the costs thereof from the mandatory, without prejudice to any alternative or additional right or action or remedy to Ehlanzeni District Municipality, to recover from the mandatory damages for the default or breach and the cancellation.

The senior employees of the Mandatory shall sign a note of acknowledgement of this safety agreement to certify that they have received the regulations as included herein and that they understand the regulations

17.

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INTOXICATION

Nobody that is in a state of intoxication or that is in any other condition that causes or may cause his/her incapability to control him/herself or persons under his control may and shall not be permitted on the premises of Nkomazi Municipality. The Occupational Health and Safety Officer of Ehlanzeni District Municipality reserve the right to the withdrawal of any employees of the Mandatory or Nkomazi Municipality from the premises in the case of any transgression of this nature.

18.

CONFIDENTIALLY

The Mandatory shall at all times treat data and information that have been made known to him or that he requires in connection with his work from Ehlanzeni DM and Nkomazi Local Municipality as confidential and he may not make unauthorized use thereof. He must also ensure that such data and information are not communicated to anybody else that is not an employee of the Mandatory without obtaining prior written approval from Nkomazi Municipality and he must further ensure that such persons do in fact know that the said information is confidential and that they are obliged to treat it as such.

The Mandatory shall provide for adequate physical protection for any confidential documents, sketches, et cetera that he receives from Nkomazi Municipality in connection with the work as well as for any copies thereof that he makes. He shall hand back all documents sketches and copies thereof to Nkomazi Municipality upon completion of the work, or earlier, if so requested by Nkomazi Municipality. The Mandatory shall inform Nkomazi Municipality immediately should any such documents or sketches become lost.

19.

INDEMNIFICATION BY THE MANDATORY

The following conditions will be applicable to the Mandatory:

- (a) The Mandatory is liable and herewith indemnifies Ehlanzeni District Municipality irrevocably and in full against any claim for loss or damage to property or arising from death or injury of any person and any associated loss or damage suffered, and against all lawsuits, claims, demands, costs, expenses, and charges that may arise when the said occurrences are caused on purpose or through the negligence, violation of legal obligations or failure by the Mandatory or its employees.
- (b) Whenever any of the employees of Nkomazi Municipality is busy with work to, or with the supply of material that will be used during the execution of the work by the Mandatory, or otherwise busy with work under the instruction and supervision of the Mandatory, in as far as they may be negligent or fail to do there duty, they will be regarded as employees of the mandatory
- (c) All installations, equipment, hoisting-apparatus and other implements, scaffolding, ladders, material, et cetera that are borrowed from Nkomazi Municipality by the Mandatory for usage during the execution of the work, will be used entirely at the risk of the Mandatory or employees of the Mandatory and the Mandatory herewith indemnifies Nkomazi Municipality irrevocably and in full against any liability that may arise from such usage.

20.

AMENDMENTS MUST BE IN WRITING

The parties agree herewith that this safety agreement is the only safety agreement between them and that no amendment thereof will be valid unless it is in writing and signed by both parties.

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JURISDICTION AND LEGAL COSTS

In the event of any legal action being instituted pertaining to the this agreement the party in default or breach will be liable for the other party's legal costs on the scale as between attorney and own client and the parties consent to the jurisdiction of the magistrate's court for purpose of any legal action being instituted.

PARTICULARS OF THE MANDATORY

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Name (Mandatory)

C.E.O. (Section 16(1))

ID NO

Designation

Name of Business

Address of Business

.....

.....

Tel number (h) (w) e-mail

Number of employees employed

Registration number as allocated to the Mandatory by the Workman's Compensation Commissioner

.....

Date allocated

Thus done and signed on this day of 20.....

As witnesses:

..... (Signature) (Name & Surname in print)

..... (Signature) (Name & Surname in print)

..... (Signature) (Name & Surname in print)

THE MANDATORY

Thus done and signed on this day of 20.....

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Safety Agreement

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

As witnesses:

..... (Signature) (Name & Signature in print)

..... (Signature) (Name & Signature in print)

..... (Signature) (Name in print)

EHLANZENI DISTRICT MUNICIPALITY

Acknowledgement of receipt of the agreement:

.....
THE MANDATORY

EHLANZENI DISTRICT MUNICIPALITY



APPOINTMENT OF A CONTRACTOR FOR REFURBISHMENT OF
MALELANE WATER TREATMENT WORKS
IN NKOMAZI LOCAL MUNICIPALITY

PART C2 : PRICING DATA

- C2.1 Pricing Instructions
- C2.2 Bill of Quantities

C2.1 PRICING INSTRUCTIONS

1. Measurement and payment shall be in accordance with the relevant provisions of clause 8 of each of the SANS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SANS 1200-A, General.
2. The units of measurement described in the Bills of Quantities are metric units
3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. The prices Excludes VAT. VAT is to be calculated in the Summary to the Bill of Quantities only. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
5. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)
6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items
7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
10. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the SANS 1200 Standardised Specifications.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C2.1 PRICING INSTRUCTIONS

NKOMAZI LOCAL MUNICIPALITY

REFURBISHMENT OF MALELANE WATER TREATMENT WORKS

General

Schedule 1

Preliminary &

SCHEDULE 1 : PRELIMINARY & GENERAL

ITEM NO	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SANS 1200A A	<u>GENERAL</u>				
1.1	8.3	<u>FIXED CHARGE AND VALUE-RELATED ITEMS</u>				
1.1.1	8.3.1	Contractual Requirements	Sum	1		
1.1.2	8.3.2	<u>Establish facilities on site</u>				
1.1.2.1	8.3.2.1	i) <u>Facilities for Engineer</u> a) <u>Name Boards (1 no)</u> 2,000 x 3,000 x 0.6 mm chromadek sheet riveted to 32 mm square tubing frame (400 x 400 mm) fixed to 2 x 100 mm diameter galvanised steel pipe	No	1		
1.1.2.2	8.3.2.2	ii) <u>Facilities for Contractor</u> a) Offices and storage sheds	Sum	1		
1.1.3		<u>Occupational Health and Safety</u>				
		a) General safety & safety equipment	Sum	1		
		b) Preparation of the Health & Safety Plan	Sum	1		
1.1.4	8.3.3	Other fixed charge obligations	Sum	1		
1.1.5	8.3.4	Removal of site establishment	Sum	1		
1.2	SANS 1200A A 8.4	<u>TIME RELATED ITEMS</u>				
1.2.1	8.4.1	Contractual requirements	Sum	1	-	-
1.2.2	8.4.2	<u>Operations and maintenance of facilities on site</u>				
1.2.2.1	8.4.2.1	<u>Facilities for Engineer</u> Name boards (1 no)	Sum	1		
1.2.2.2	8.4.2.2	<u>Facilities for Contractor</u> a) Offices and storage sheds	Sum	1		
CARRIED FORWARD						

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Part C1: Agreement and Contract Data

Safety Agreement

Tender Number EDM/11/2026-27

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BROUGHT FORWARD						
1.2.3		<u>Occupational Health and Safety</u> Allow for compliance with all aspects of the OH&S Act No. 85, 1993 including: risk assessment; provision of safety plan; appointment of safety officer; safety training (induction) of workforce and notification(s) to the Department of Labour	Sum	1		
1.2.4	8.4.3	Supervision for duration of the construction	Sum	1		
1.2.5	8.4.4	Company and Head Office overhead costs for the duration of the Contract	Sum	1		
1.2.6	8.4.5	Other time related obligations	Sum	1		
1.3	8.5	<u>SUMS STATED PROVISIONALLY BY THE ENGINEER</u>				
1.3.1		Employment of a Community Liaison Officer for the duration of the contract @ R7 000 / month	Prov Sum	1	R 35 000.00	R 35 000,00
1.3.2		Special control test ordered by the Client	Prov Sum	1	R 10 000.00	R 10 000,00
		Overheads, charges, and profit on item 1.3.1 to 1.3.2	%	R 45 000		
TOTAL SCHEDULE 1 CARRIED FORWARD TO SUMMARY						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**NKOMAZI LOCAL MUNICIPALITY
REFURBISHMENT OF MALELANE WATER
TREATMENT**

Schedule 2

Refurbishment Works

SCHEDULE 2: REFURBISHMENT WORKS

ITEM NO	PAYM. REF.	DESCRIPTION	UNIT	QUANT.	RATE	AMOUNT
2,1	SANS 1200 C	<u>SITE CLEARANCE</u>				
2.1.1	8.2.1	Clear vegetation and trees of girth up to 1 m	ha	0,10		
2.1.2	8.2.2	Remove and grub large trees and tree stumps of girth over 1 m	No	Rate Only		Rate Only
2,2	SANS 1200 D	<u>EARTHWORKS</u>				
2.2.1	8.3.1 b)	Excavation in all materials and use for <u>embankment or backfill or dispose, as ordered</u>				
		a) Soft excavations	m³	20		
		b) Exposing of existing services	m³	20		
		c) Trenches for new electrical cable / control pipes, etc.	m³	20		
2.2.2	SANS 1200 DB 8.3.2a)	Excavation in all materials for trenches for water pipes up to 300 mm diam. Rates to include backfill, compact and dispose of surplus materials.				
		a) Up to 1,5m deep	m	10		
		b) Over 1,5 up to 2,5m deep	m	Rate Only		Rate Only
		c) Over 2,5 up to 3,5m deep (Provisional)	m	Rate Only		Rate Only
2.2.3	8.3.2b)	<u>Extra-over item 2.2.1 to 2.2.2 for</u>				
		a) Intermediate excavation	m³	10		
		b) Hard rock excavation	m³	Rate Only		Rate Only
2.2.4	8.3.2c)	Excavate and dispose of unsuitable material, including free haul up to 0.5km	m³	15		
2.2.5	8.3.3	<u>Overhaul</u>				
		a) Long overhaul over 0,5 km (Provisional)	m³.km	Rate Only		Rate Only

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Safety Agreement

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CARRIED FORWARD						
BROUGHT FORWARD						
2,3		<u>REFURBISHMENT / REPLACEMENT OF VALVES / SLUICE GATES</u>				
2.3.1		<u>Supply, deliver to site and install:</u>				
		a) 300 x 1500mm Stainless steel sluice gates to fit into existing guiderails	No	2		
		b) Filter actuator valves, including pneumatic pipework to compressor	No	Rate Only		Rate Only
		c) Desludging valves of settling tanks	No	Rate Only		Rate Only
		d) Filters & Gallery (150 mm – 250mm diam)	No	12		
		e) Clear water tank	No	Rate Only		Rate Only
		f) Main pump station	No	Rate Only		Rate Only
		g) Delivery pipelines	No	Rate Only		Rate Only
2.3.2		<u>Supply, deliver to site and install RSV gate valves (Right hand closing) "Hawle, AVK" or similar approved</u>				
		a) 150 mm	No	6		
		b) 200 mm	No	Rate Only		Rate Only
		c) 250 mm	No	6		
		- d) 300 mm	No	Rate Only		Rate Only
		- e) 350 mm	No	Rate Only		Rate Only
		f) 400 mm	No	Rate Only		Rate Only

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CARRIED FORWARD							
BROUGHT FORWARD							
2,4		<u>CLARIFIER NO 1</u>	Sum				
		a) Isolate, drain and desludge the clarifier, including pressure cleaning of all sludge draining pipes, walls, etc.		1			
		-					
		b) Inspect, repair or replace the sludge scraper system, including any electrical works	Sum	1			
2,5		-					
		c) Repair water leakage including all material, labour, etc.	Sum	1			
		-					
		d) Repairs to existing concrete clarifier structures, including applying of ABE Duraflex or similar approved	Sum	1			
2,5		<u>CLARIFIER NO 2</u>					
		a) Isolate, drain and desludge the clarifier, including pressure cleaning of all sludge draining pipes, walls, etc.	Sum	Rate Only			Rate Only
		-					
		b) Inspect, repair or replace the sludge scraper system, including any electrical works	Sum	1			
2,6		-					
		c) Repair water leakage including all material, labour, etc.	Sum	Rate Only			Rate Only
		-					
		d) Repairs to existing concrete clarifier structures, including applying of ABE Duraflex or similar approved	Sum	Rate Only			Rate Only
2,6		<u>CLARIFIER NO 3</u>					
		a) Isolate, drain and desludge the clarifier, including pressure cleaning of all sludge draining pipes, walls, etc.	Sum	Rate Only			Rate Only
		-					
		b) Inspect, repair or replace the sludge scraper system, including any electrical works	Sum	1			
		-					

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Witness 2

Employer

Witness 1

Witness 2

		c) Repair water leakage including all material, labour, etc.	Sum	Rate Only		Rate Only
		d) Repairs to existing concrete clarifier structures, including applying of ABE Duraflex or similar approved	Sum	Rate Only		Rate Only
CARRIED FORWARD						
BROUGHT FORWARD						
2,7		<u>GRAVITY SAND FILTERS</u>				
		a) Remove all filter media, filter floors and all other equipment from the existing filters	No	6		
		b) Replace the existing filter system with a Leopold filter system, including all pipework, valves, control equipment, control sensors, etc. to ensure an automated filter / backwash system	No	6		
		d) Supply, deliver to site and install suitable filter media	m³	150		
		e) Repairs to existing concrete filter structures, including applying of ABE Duraflex or similar approved	Sum	1		
		f) General repairs to filter building, including removal of rubble, painting walls, hand rails, walkways, pipes, etc. and floors with approved epoxy	Sum	1		
		g) Repairs to the domestic electrical system, including all DB's, lights, plugs, wiring, conduit, etc	Sum	1		
		h) Supply delivers to site and install complete with all pipework, electrical works, fittings, etc, a suitable air compressor	Sum	1		
		i) Supply deliver to site and install complete with all pipework, electrical works, fittings, etc, a suitable blower	Sum	1		
		j) Supply delivers to site and install complete with all cabling, enclosures, etc, electrical control equipment	Sum	1		
2.8		<u>MAIN PUMP STATION</u>				

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Contractor

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Employer

Witness 1

Witness 2

		<u>All pumps and motors to be inspected by an accredited supplier and full report submitted to Engineer before removing any pumps or motors</u>				
		a) Check, service and repair pumps, motors, Etc. including all labour, parts, materials, etc.	Sum	Rate Only		Rate Only
		CARRIED FORWARD				
		BROUGHT FORWARD				
2,9		<u>BUILDINGS</u>	Sum			
		a) Repairs to Ablution block including, Repair water leakage including all material, painting of roofs, painting of internal and external walls, repairs to fascias, gutters, downpipes and replacement of wall tiles and toilets in the ablution block etc.		1		
2,10		<u>BULK WATER METERS</u>	Sum			
		a) Repairs to water meters including all parts, labour, materials and calibration certificates, etc.		1		
TOTAL SCHEDULE 2 CARRIED FORWARD TO SUMMARY						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SUMMARY TO THE BILL OF QUANTITIES

NKOMAZI LOCAL MUNICIPALITY

REFURBISHMENT OF MALELANE WATER TREATMENT WORKS

SCHEDULE: SUMMARY

SCHEDULE	DESCRIPTION	TENDERED AMOUNT
1	Preliminary & General	R
2	Refurbishment Works	R
SUB TOTAL A		R
Allow 10% of Sub Total A for Contingencies to be used at the discretion of the Employer and deducted in whole or in part if not required		R
SUB TOTAL B		R
Value-Added Tax (VAT) at 15% of Sub Total B		R
TOTAL of prices including VAT Carried over to the Form of Offer		R

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EHLANZENI DISTRICT MUNICIPALITY



**APPOINTMENT OF A CONTRACTOR FOR MALELANE
REFURBISHMENT OF WATER TREATMENT WORKS
IN NKOMAZI LOCAL MUNICIPALITY**

PART C3: SCOPE OF WORKS

- C3.1 Description of the Works**
- C3.2 Drawings**
- C3.3 Construction**
- C3.4 Variations and Additions to Standardized Specifications**

3.1 Description of the Works

C3.1.1 Employer's objectives

The Employers objective is to refurbish the existing Malelane Water Treatment Works known as River side Water Works to improve the water quality provided to the community of Malelane and outskirt.

C3.1.2 Overview of the works

The works will consist of the following:

- Replacement of the filter system and media;
- Replacing of isolation valves, gate valves, sluice gates and associated equipment.
- Refurbishment of clarifiers:
- Refurbishment of ablution block and roof,

C3.1.3 Location of the works

The works will be at the Malelane Water Treatment Works (River Side) within the Nkomazi Municipality. Works coordinates is **S 25° 29' 20.6" E 31° 30' 00.1"**.

C3.2 Drawings

The reduced drawings contained in the Annexure that form part of the tender document shall be used for tender purposes only. Construction drawings will be provided by the engineer.

Any information in the possession of the contractor, which the resident engineer requires to complete the as-built drawings, shall be supplied to the resident engineer before a certificate of completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the engineer. The engineer will supply all figured dimensions omitted from the drawings.

The following drawings are applicable to the contract:

C3.3 Construction

C3.3.1 Applicable national and international standards

For the purposes of this Contract the following Standardized Specifications, as set out in the South African Bureau of Standards Standardized Specification for Civil Engineering Construction, shall apply:

SANS 1200 A (SABS 1200 A)	:	General
SANS 1200 AB (SABS 1200 AB)	:	Engineers Office
SANS 1200 C (SABS 1200 C)	:	Site Clearance
SANS 1200 D (SABS 1200 DA)	:	Earthworks
SANS 1200 DB (SABS 1200 DB)	:	Earthworks (Pipe trenches)
SANS 1200 GA (SABS 1200 GA)	:	Concrete (Small Works)
SANS 1200 HA (SABS 1200 HA)	:	Structural Steelwork (Sundry Items)
SANS 1200 HC (SABS 1200 HC)	:	Corrosion Protection of Structural Steelwork
SANS 1200 L (SABS 1200 L)	:	Medium Pressure Pipelines

Including all revisions to the above up to and including August 2007 as well as all conversions to SANS.

In addition to the above, the following Special Specifications form part of the Contract and shall be read in conjunction with the Standardised Specifications:

SANS 1914-5 : Participation of Targeted Labour
SANS 1921-5 : Construction and Management Requirements for Works Contracts Part 5

PA : Building work
PB : Corrosion protection of steel pipes and fittings
PC : Particulars of required electrical work

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Part C1: Agreement and Contract Data				Safety Agreement		
Tender Number EDM/11/2026-27						
Contractor	Witness 1	Witness 2		Employer	Witness 1	Witness 2

PD : Pumps
PE : LV Electrical motors

C3.4 Variations and Additions to Standardized Specifications

This part of the project specifications deals with matters relating to the standard specifications. Where reference is made in the standard specifications to the project specifications this part shall also contain the relevant information e.g. the requirements where a choice of materials or construction methods are provided for the standard specifications.

In certain clauses the standard specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications and amendments of the standard specifications required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a new payment item, which does not form part of a clause or a payment item in the standard specifications and is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

EHLANZENI DISTRICT MUNICIPALITY



APPOINTMENT OF A CONTRACTOR FOR MALELANE
REFURBISHMENT OF WATER TREATMENT WORKS
IN NKOMAZI LOCAL MUNICIPALITY

PART C4: SITE INFORMATION

- C4.1 Climate and Weather
- C4.2 Nature of Ground and Subsoil Conditions
- C4.3 Site Facilities Available
- C4.4 As Build Drawings

C4 Site Information

C4.1 CLIMATE AND WEATHER

The climate is relatively wet, hot and humid in summer and cooler and dry in winter.

The Site is situated in the summer rainfall region with the rainfall from October to April representing most of the total annual precipitation of between 500mm and 750mm.

The average annual temperature of the region is approximately 21° C and the mean maximum air temperature is approximately 40 °C and the mean minimum temperature is approximately 16 °C.

Frost is seldom experienced and limited to low lying areas.

C4.2 NATURE OF GROUND AND SUBSOIL CONDITIONS

A geotechnical survey was not conducted but it is expected that soft to intermediate material will have to be excavated with hard rock in places.

C4.3 SITE FACILITIES AVAILABLE

C4.3.1 Source of Water Supply

Potable water is available in the vicinity of the site. The contractor shall make all the required arrangements with the Nkomazi Municipality and comply with all specifications for connection as set by the Municipality should he wish to connect to this network. On completion of the works the contractor shall remove all connections to the satisfaction of the Engineer and the Municipality.

C4.3.2 Source of Power Supply

Power in the area is supplied by Eskom and the contractor shall make all the required arrangements with Eskom and comply with all specifications for connection as set by Eskom should he wish to connect to this network. On completion of the works the contractor shall remove all installations to the satisfaction of the Engineer and Eskom.

Alternatively, the contractor shall make his own arrangements for power supply.

C4.3.3 Source of Materials

The Contractor shall arrange for the provision of the materials required for the execution of the Works. The contractor will be responsible for obtaining approval for extending the any borrow pit or to arrange for the opening of another borrow pit.

C4.3.4 Contractor's Housing

The Contractor shall make his own arrangements for housing of all his workmen and those arrangements and housing shall be to the approval of the City's Medical Officer of Health and any other statutory authority. No workmen shall be permanently housed on the Site for the duration of the Contract.

C4.3.5 Engineers Office

The Engineer will not require a permanent site office. However the contractor will provide a site office where regular site meetings can be held. This office will require a table and at least six chairs that can be used during the site meetings. The office is to be weather proof and all construction drawings will be placed in this site office.

C4.4 AS-BUILT DRAWINGS

The Contractor shall supply the Engineer with a complete marked up set of paper Construction Drawings showing all changes, final levels and positions of services; in order to prepare as built drawings at the end of the Contract. Such Drawings shall be signed by the Contractor and returned to the Engineer before the issue of a Completion Certificate.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EHLANZENI DISTRICT MUNICIPALITY



APPOINTMENT OF A CONTRACTOR FOR MALELANE REFURBISHMENT OF WATER TREATMENT WORKS IN NKOMAZI LOCAL MUNICIPALITY

APPENDIX A: DRAWINGS

