



## REQUEST FOR TENDER

<b>GENERAL INFORMATION</b>			
<b>N.B. NO TENDER DOCUMENTS TRANSMITTED PER EMAIL WILL BE ADMISSIBLE</b>			
<b>Tender Advertised</b>	16 April 2026		
<b>Estimated CIDB Grading</b>	Tenderers should have a CIDB Contractor Grading Designation of 4S or 3SOPE or higher Tenderers who satisfy criteria stated in the Tender Data may submit tender offers.		
<b>Clarification Meeting</b>	06 May 2026 starting at 10h00, Midvaal Engineering offices. No 56 Rooibok street, Meyerton, 1960, GPS Coordinates: S 26.30.894' E 028 02.681		
<b>Venue for Clarification Meeting</b>	A compulsory clarification meeting with representatives of the Employer will take place at MIDVAAL ENGINEERING OFFICES, NO 56 ROOIBOK STREET, MEYERTON, 1960 GPS Coordinates: S 26.30.894' E 028 02.681' on 06 May 2026 starting at 10h00.		
<b>Closing Date</b>	19 May 2026		
<b>Closing Time</b>	10H00		
<b>Closing Venue</b>	Ground floor Tender Box at Block A, Midvaal Municipality Offices, No. 25 Mitchell Street, Meyerton, 1860		
<b>Point scoring system</b>	The 80/20-point scoring system will be applicable to this tender, i.e., 80 points for Price and 20 points for Preferential procurement (Specific Goals).		
<b>Late tenders</b>	<b>Tender documents received after the closing time and date will be late and will not be accepted under any circumstances.</b>		
<b>8/2/2/436RE (2026-2029) (4S or 3SOPE) – BID TO APPOINT A SERVICE PROVIDER FOR INTERNAL PLUMBING REPAIRS ON INDIGENT HOUSEHOLDS AND IMPLEMENTATION OF WATER CONSERVATION OR WATER SAVING AWARENESS ON AN AS AND WHEN REQUIRED BASIS FROM 1 JULY 2026 TO 30 JUNE 2029</b>			
<b>CLOSING DATE: 19 MAY 2026 at 10:00AM</b>			
Name of tenderer:		CIDB CRS Number	
Contact person:		CIDB Grading	
Telephone no:		Fax no:	
Cellular telephone no:		Email address:	

<b>Volume</b>	<b>1</b>					
<b>Part</b>	<b>T1</b>	T2	C1	C2	C3	C4



**CONTRACT 8/2/2/436RE (2026-2029)(4SOor3SOPE)**

**VOLUME 1**

**TENDER AND CONTRACT**

Employer:		Contractor:	
Witness:		Witness:	

<b>Volume</b>	<b>1</b>					
<b>Part</b>	<b>T1</b>	T2	C1	C2	C3	C4

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Employer:		Contractor:	
Witness:		Witness:	



## **VOLUME 1**

# **PART 1: TENDERING PROCEDURES**

Employer:		Contractor:	
Witness:		Witness:	

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Employer:		Contractor:	
Witness:		Witness:	

## T1.1 Tender notice and invitation to tender

### Tender Notice and Invitation to Tender

#### **BID 8/2/2/436RE(4SO3SOPE) (2026-2029): BID TO APPOINT A SERVICE PROVIDER FOR INTERNAL PLUMBING REPAIRS ON INDIGENT HOUSEHOLDS AND IMPLEMENTATION OF WATER CONSERVATION OR WATER SAVING AWARENESS ON AN AS AND WHEN REQUIRED BASIS FROM 01 JULY 2026 TO 30 JUNE 2029**

Employer Tender Number: 8/2/2/436RE (2026-2029)  
 cidb Reference Number: 100116021

MIDVAAL LOCAL MUNICIPALITY INVITES TENDERS FOR BID TO APPOINT A SERVICE PROVIDER FOR INTERNAL PLUMBING REPAIRS ON INDIGENT HOUSEHOLDS AND IMPLEMENTATION OF WATER CONSERVATION OR WATER SAVING AWARENESS ON AN AS AND WHEN REQUIRED BASIS FROM 01 JULY 2026 TO 30 JUNE 2029

It is estimated that tenderers should have a cidb contractor grading of 4SO or higher. 3SO Potentially Emerging Enterprises who satisfy criteria stated in the Tender Data may submit Tender offers.

Preferences are offered to tenderers who suitable experience and suitably qualified employees and resources to render the services.

The council reserves the right to accept any bid or part thereof and does not bind itself to accept the lowest or any bid and not to consider any bid not suitably endorsed or comprehensively completed.

#### SPECIFIC GOALS & POINTS:

Locality: 10 Points  
 B-BBEE: 10 Points

Bids will be evaluated and adjudicated according to the following criteria:

- Relevant specifications and technical proposals.
- Value for money.
- Capability to execute the contract.
- Midvaal SCM policy, PPPFA, PPPFA regulations and any other relevant legislations.
- As well as any supporting documents where required and local content (if applicable).
- Details of the specific goals' allocation are demonstrated in the bid document.

Only tenderers who have read and signed the provisions of the rules and specifications which are included in the bid documents are eligible to submit tenders.

A non-refundable tender deposit of R1,003.50 payable by proof of deposit is required on collection of the Tender documents.

These prices are applicable to formal bids only, and purchases are to be made at the rates and taxes hall during office hours Monday - Friday, 07:30 – 15:00 or alternatively direct deposits (no cheques accepted) to:

Midvaal Local Municipality,

Bank: Nedbank,

Account Number: 1224797469,

Branch: Public Sector - Central Gauteng

NB: Please use the bid/tender number as reference and remember to bring proof of payment for collection of bid documents.

Alternatively, bidding documents may be requested via [tenders@midvaal.gov.za](mailto:tenders@midvaal.gov.za). The bidding document will be sent to the requesting bidder free of charge.

Employer:		Contractor:	
Witness:		Witness:	

**Tendering Procedures**

The bid document will also be made available for download on the National Treasury e-Tenders portal (etenders.gov.za). Bidders using this option are hereby advised to monitor the portal regularly for updates and uploaded addendum documents during the time the bid is advertised. It is the responsibility of the bidder to ensure that they are up to date with all issued documents.

Queries relating to the issues of these documents may be addressed to:

SCM 1

Tel No. 0163607609

E-mail. [tenders@midvaal.gov.za](mailto:tenders@midvaal.gov.za)

A compulsory clarification meeting with representatives of the Employer will take place at Midvaal Engineering Services, 56 Rooibok Street, Highbury, Randvaal Coordinates: -26.5147°S 28.0441°E (Front opposite Randvaal Clinic) on 06 May 2026 starting at 10h00.

The closing time for receipt of Tenders is 10h00 on Tuesday, May 19, 2026.

Late Tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

Requirements for sealing, addressing, delivering, opening and assessment of Tenders are stated in the Tender Data.

Employer:		Contractor:	
Witness:		Witness:	

## **T1.2 TENDER DATA**

### **T1.2.1 FUNCTIONALITY REQUIREMENTS**

#### **Minimum Requirements**

For a Contractor to qualify it is a requirement that a Contractor meets all the minimum requirements functionality.

The functionality criteria shall be as follows:

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>YES</b>	<b>NO</b>
<b>Company Experience</b>	Bidder must submit a minimum of 3 satisfactory letters indicating experience in Domestic Plumbing and/or Internal Leak Repair projects within the last 10 years from the date of tender closing with a minimum project value of R500 000.00 per project.  Attach satisfactory letter(s) ( <b>As per annexure A, B and C</b> )  <b>Failure to comply to company experience minimum requirements will result in a bid not being evaluated further.</b>		
<b>Plant and equipment</b>	The bidder must sign a certificate of undertaking to guarantee the availability of the plant and equipment as per Annexure D  <b>Failure to comply to the plant and equipment minimum requirements will result in the bid not being evaluated further.</b>		
<b>Public Liability Insurance</b>	The bidder must submit a valid Public Liability Insurance certificate provided by a registered insurer licensed by the Financial Sector Conduct Authority  <b>Failure to comply to the Public Liability Insurance minimum requirements will result in the bid not being evaluated further.</b>		
<b>Project Team Compilation (Attach proof of qualification and curriculum vitae for each personnel)</b>	<b>Contract Manager</b> <ul style="list-style-type: none"> <li>• Submit a minimum NQF Level 6 in Civil Engineering and,</li> <li>• A curriculum vitae indicating a minimum of 3 years experience in managing Domestic Plumbing Projects and/or Internal Leak Repair projects.</li> </ul> <b>Attach proof of qualification and curriculum vitae</b> <b>Failure to comply to Contract Manager requirements will result in a bid not being evaluated further.</b>		
	<b>Qualified Plumber</b> <ul style="list-style-type: none"> <li>• Submit a minimum Red-Seal Plumbing Trade Test</li> <li>• A curriculum vitae indicating 4 years of experience in Plumbing.</li> </ul>		

Employer:		Contractor:	
Witness:		Witness:	

**Tendering Procedures**

	<p><b>Attach proof of qualification and curriculum vitae</b>  <b>Failure to comply to Qualified Plumber requirements will result in a bid not evaluated further.</b></p>		
	<p><b>Safety Officer</b></p> <ul style="list-style-type: none"> <li>• Submit a minimum NQF Level 5 in Safety Management and/or Occupational Health and Safety,</li> <li>• A curriculum vitae indicating a minimum of 3 years of experience in construction projects as an OHS Officer.</li> </ul> <p><b>Attach proof of qualification and curriculum vitae</b>  <b>Failure to comply to Safety Officer requirements will result in a bid not evaluated further.</b></p>		

**Failure to comply with all key personnel requirements will result in the bidder not being evaluated further.**

Employer:		Contractor:	
Witness:		Witness:	

### T1.2.2 CONDITIONS OF TENDER

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (January 2009) as published in Government Gazette No 38960, Board Notice 136 of 2015 of 10 July 2015. (See [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Conditions of Tender make 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 Standard Conditions of Tender.

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

The plan fits the project deliverables well; all important activities are indicated in the Methodology (as described in the returnable section of the document) and is appropriate and consistent with project objectives and requirements.

### T1.2.3 TENDER DATA

The clause numbers in the Tender Data refer to the corresponding clause numbers in the Conditions of Tender (Annexure F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015).

**The additional Conditions of Tender are:**

Clause Number	Tender Data
F.1.1	The Employer is, Midvaal Local Municipality
F.1.2	The tender documents issued by the Employer comprise:  <b>Volume 1:</b> <b>T1: Tendering Procedures</b> T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data <b>T2: Returnable Documents</b> T2.1 List of Returnable Documents <b>T3: Scope of Work</b> C3.1 Scope of Work C3.2 Particular Specifications C3.4 Occupational Health, Safety and Environmental Specification and Environmental Management Plan <b>T4: Site Information</b> C4 Site Information  <b>Volume 2:</b> <b>Part 1: Agreement and Contract Data</b> C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Forms of Securities <b>Part 2: Pricing Data</b> C2.1 Pricing Instructions C2.2 Schedule of Rates

Employer:		Contractor:	
Witness:		Witness:	

F.1.4	The Employer's agent is: Contact person : <b>Executive Director: Engineering Services</b> Telephone : <b>016 360 5802</b> Facsimile : <b>086 502 0523</b> E-mail address : <a href="mailto:tenders@midvaal.gov.za">tenders@midvaal.gov.za</a>
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Employer:		Contractor:	
Witness:		Witness:	

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<b>Clause Number</b>	<b>Tender Data</b>
F1.5.1	The Employer may accept or reject any variation, or deviation, or part of any tender offer, or whole Tender Offer, or alternative 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.
F1.5.2	Replace the existing clause with the following: 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 <b>unless</b> only one tender was received and such tender was returned unopened to the tenderer or where in his opinion all received tenders are found to be non-responsive.
F.2.1	A Tenderer will not be eligible to submit a Tender if: <ul style="list-style-type: none"> <li>(a) The Contractor submitting the Tender is under restrictions or has principals who are under restriction to participate in the Employer’s procurement due to corrupt or fraudulent practices;</li> <li>(b) The Tenderer does not have the legal capacity to enter into the Contract;</li> <li>(c) The Contractor submitting the Tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;</li> <li>(d) The Tenderer does not comply with the legal requirements stated in the Employer’s procurement policy;</li> <li>(e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the Contract;</li> <li>(f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the Contract.</li> <li>(g) Only those Tenderers who have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for supervisory and management staff are eligible to submit Tenders.</li> <li>(h) Tenderers shall use a contractor registered with the CIDB in the minimum class of CE registration applicable for the amount of work associated with the physical installation of the unit</li> </ul>
F.2.1.1	<p><b>Eligibility criteria and requirements.</b></p> <p><b>TO ADEQUATELY SUBSTANTIATE ANY ELIGIBILITY CLAIM FOR CRITERIA BELOW THE TENDERER SHALL SUBMIT INFORMATION OR COMPLETE RETURNABLE SCHEDULES:</b></p> <p><b>CIDB registration and grading:</b></p> <ul style="list-style-type: none"> <li>1) Only tenderers who are registered with the CIDB or have a sub-contractor registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation of 4SOor 5CEPEPE or higher And who satisfy criteria stated in the Tender Data may submit Tender offers. <b>Certificate of Registration with CIDB to be submitted</b></li> <li>2) Joint ventures are eligible to submit tenders provided that:                             <ul style="list-style-type: none"> <li>i) every member of the joint venture is registered with the CIDB;</li> <li>ii) the lead partner has a contractor grading designation in the applicable class of construction work; and</li> </ul> </li> </ul>

Employer:		Contractor:	
Witness:		Witness:	

Volume	1					
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Clause Number	Tender Data
	<p>iii) the combined contractor grading designation calculated in accordance with the CIDB Regulations is equal to or higher than a contractor grading designation as indicated above.</p> <p><b>Certificates of Registration with CIDB to be submitted</b></p>
F.2.1.2	<p>If the Tax Clearance Certificate is found to be incorrect, the Midvaal Local Municipality may, in addition to any other remedy it may have: -</p> <ul style="list-style-type: none"> <li>Recover from the Contractor all costs, losses or damages incurred or sustained by the Midvaal Local Municipality as a result of the award of the contract; and/or</li> <li>Cancel the contract and claim any damages which the Midvaal Local Municipality may suffer by having to make less favourable arrangements after such cancellation; and/or</li> <li>Impose on the Contractor a penalty not exceeding 5% of the value of the contract.</li> </ul> <p>Each party to a Consortium / Joint Venture / Sub-Contractors must attach their original Tax Clearance Certificate from the Receiver of Revenue.</p>
F.2.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
F.2.10	<p>a) <u>Value Added Tax</u></p> <p>The Valued Added Tax (VAT) rate is 15% as provided for by Legislation.</p> <p>The successful Tenderer shall be required to produce a VAT invoice that shall only be prepared once measurements and valuations for work done in Terms of Contract Offer have been agreed with the Employers agent and a Certificate of Payment issued.</p> <p>Payment of VAT to non-VAT vendors shall be processed from the month in which the Tenderer's liability with the South African Revenue Services is effective.</p>
F.2.11	<p>A Tender Offer shall not be considered if alterations have been made to the Forms of Tender data or Contract data unless such alterations have been duly authenticated by the Tenderer or if any particulars required therein have not been completed in all respects.</p>
F.2.12	<p>No alternative Offers will be considered.</p>
F.2.13.3	<p>Each tender offer shall be submitted as an original</p>
F.2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on the Tenderer's offer package are:</p> <p><b>Location of tender box:</b> Ground Floor Tender Box</p> <p><b>Physical address:</b> Block A, Midvaal Municipality Offices, No. 25 Mitchell Street, Meyerton, 1860</p>

Employer:		Contractor:	
Witness:		Witness:	

Volume	1					
Part	T1	T2	C1	C2	C3	C4

Clause Number	Tender Data
	<b>Identification details:</b> Tender reference number, Title of Tender and the closing date and time of the tender, <i>as well as the Tenderer's name, his Authorised Representative's name, postal address and telephonic contact numbers.</i>
F.2.13.6 & F.3.5	A two-envelope procedure will not be followed.
F.2.15.1	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.  Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16	The tender offer validity period is <b>90 days</b> .
F.2.18	Provide Other Material The tender shall provide a detailed project proposal/ methodology as part of the tender submission. The proposal must detail the full system and what the proposed contract value shall include.
F.2.23	The Tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Guarantee.
F.2.23	The Tenderer is required to submit with his tender: <ul style="list-style-type: none"> <li>1) Valid SARS Compliance status Pin for Tenders issued by the South African Revenue Services.</li> <li>2) Proof of CSD registration.</li> <li>3) Curriculum Vitae of all key staff.</li> <li>4) Certificates of Contractor Registration issued by the CIDB. Where a tenderer satisfies CIDB contractor grading designation requirements through Joint Venture (JV) formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.</li> <li>5) Originally certified copy of BBBEE verification certificate from an accredited ratings agency. In the event of a JV, a BEE Verification Certificate for the JV shall be attached.</li> <li>6) A Certified copy of Unemployment Insurance Certificate, Act 4 of 2002.</li> <li>7) where the tendered amount inclusive of VAT exceeds R 10 million: <ul style="list-style-type: none"> <li>i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;</li> <li>ii) a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;</li> <li>iii) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;</li> </ul> </li> </ul>

Employer:		Contractor:	
Witness:		Witness:	

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<b>Clause Number</b>	<b>Tender Data</b>
	iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic of South Africa, and, if so, what portion and whether any portion of payment is expected to be transferred out of the Republic of South Africa.
F.2.24	Add the following new clause:  <b>“Tax Compliance</b> In the case of a Joint Venture/Consortium the tax Compliance Status Pin must be submitted for each member of the Joint Venture/Consortium.”
F.3.1.1	Replace the contents of the clause with the following:  “Respond to a request for clarification received up to seven calendar days before the tender closing time stated in the tender data and notify all Tenderers who drew procurement documents”
F.3.4.2	Tenders will be opened after closing time and recording of received documents Midvaal Local Municipality Civic Centre, No. 25 Mitchell Street, Meyerton.
F.3.7	Add the following new clause:  A tender that does not comply with the requirements in the tender documents and the instructions in the official tender advertisement will be rejected as being invalid.
F.3.11.1	The procedure for the evaluation of responsive tenders is Method 2 (Financial Offer and Preference). Although quality does not form part of the tender points scoring, quality will be evaluated first (as outlined below) and if the tenderer does not meet the minimum quality criteria, he/she will be eliminated, and the tender will not be evaluated further. Potential service providers will have to achieve the minimum requirements for their technical proposals before their financial proposals and B-BBEE status are evaluated. It should be noted that the Preference Procurement will be in line with the Preferential Procurement Regulations, 2022, and not as per Annexure F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015  The financial offer will be scored using Formula 2 (option 1) where the value of W1 is: 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50 000 000; or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50 000 000.
F.3.13	Tender offers will only be accepted if: a) the tenderer has in his or her possession an original valid Tax Clearance Certificate or has provided a valid Tax Pin Code issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations; b) the tenderer is registered with the CIDB with an appropriate category of registration; c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; d) the tenderer has not:

Employer:		Contractor:	
Witness:		Witness:	

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<b>Clause Number</b>	<b>Tender Data</b>
	<ul style="list-style-type: none"> <li>i. abused the Employer’s Supply Chain Management System; or</li> <li>ii. failed to perform on any previous contract and has been given a written notice to this effect; and</li> <li>iii. failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;</li> </ul> <p>e) the tenderer has completed the Compulsory Enterprise Questionnaire 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.</p>
F.3.18	The number of paper copies of the signed contract to be provided by the Employer, in addition to the original, is one.
	<b>Additions</b>
F.3.20.1	<p><b>Imbalance in Tendered Rates</b></p> <p>In the event the lump sums being declared by the Employer to be imbalanced, the rates shall be used to balance the lump sums.</p> <p>unacceptable because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.</p> <p>The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer.</p> <p>Should the Tenderer fail to amend the Tender in a manner acceptable to the Employer, the Employer may reject the Tender.</p>
F3.20.2	<p><b>Invalid Tenders</b></p> <p>Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:</p> <ul style="list-style-type: none"> <li>a. if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1 Form of Offer and Acceptance);</li> <li>b. if the tender is not completed in non-erasable ink;</li> <li>c. if the offer has not been signed;</li> <li>d. if the offer is signed, but the name of the tenderer is not stated or is indecipherable; and</li> <li>e. if the tenderer has failed to submit supporting documentation for the evaluation of quality.</li> </ul>
F3.20.3	<p><b>Negotiations with Preferred Tenderers</b></p> <p>The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderer provided that such negotiation:</p> <ul style="list-style-type: none"> <li>a. does not allow any preferred tenderer a second or unfair opportunity;</li> <li>b. is not to the detriment of any other tenderer; and</li> <li>c. does not lead to a higher price than the tender as submitted. Minutes of any such negotiations shall be kept for record purposes.</li> </ul>
F3.20.4	<p><b>General Supply Chain Management Conditions Applicable to Tenders</b></p> <p>The Supply Chain Management Policy is available from Midvaal Local Municipality’s website.</p>

Employer:		Contractor:	
Witness:		Witness:	

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<b>Clause Number</b>	<b>Tender Data</b>
F3.20.5	<p><b>UIF</b>                      The Tenderer shall submit to the Employer a letter from the Department of Labour indicating his/her good standing with regard to UIF payments upon being requested to do so.</p>
New	<p><b>Expanded Public Works Programme (EPWP)</b>                      This tender qualifies for consideration as an Expanded Public Works Programme project and maximum use of local labour as stated below.</p> <p>Labour Intensive Construction/use of Local Labour</p> <p>It is the requirement of the tender that the work be executed in such a manner as to maximise the use of labour in order to provide the local community with employment opportunities (where applicable). This will be with particular reference to the preparatory works required in relation to the installation of pre-paid water meters.</p> <p>The contractor will also be required to report monthly on the amount of local labour and manage the EPWP component in accordance with the EPWP programme and the Guidelines for the Implementation of Labour-Intensive Projects under the Expanded Public Works Programme, in addition to the Ministerial Determination.                      Reporting formats which will be provided to the successful contractor.</p>

**T1.2.4 AWARD STRATEGY**

Tenderers are to note that the Contract may be awarded to a single contractor. Contractors will be required to work anywhere within the jurisdiction of Midvaal Local Municipality, when so requested (i.e. as-and-when required basis) from 1 July 2026 until 30 June 2029 Should the award be made post 1 July 2026, contract will be effective from date of appointment until 30 June 2029.

Employer:		Contractor:	
Witness:		Witness:	

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## **ANNEXURE: STANDARD CONDITIONS OF TENDER**

As published in Annexure F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015

### **F.1 General**

#### **F.1.1 Actions**

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

**F.2.1.1** The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

*Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

*2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

**F.2.1.2** The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

#### **F.1.2 Tender Documents**

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

#### **F.1.3 Interpretation**

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

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

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

- a) **conflict of interest** means any situation in which:
- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

Employer:		Contractor:	
Witness:		Witness:	

- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

**F.1.4 Communication and employer’s agent**

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

**F.1.5 Cancellation and Re-Invitation of Tenders**

**F1.5.1** An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

**F1.5.2** The decision to cancel a tender must be published on the cidb as well as on the etender Portal in which the original tender invitation was advertised.

**F.1.6 Procurement procedures**

**F.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

**F.1.6.2 Competitive negotiation procedure**

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

**F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of

Employer:		Contractor:	
Witness:		Witness:	

F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

**F.1.6.3 Proposal procedure using the two stage-system**

**F.1.6.3.1 Option 1**

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

**F.1.6.3.2 Option 2**

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

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

**F.2 Tenderer's obligations**

**F.2.1 Eligibility**

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

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

**F.2.2 Cost of tendering**

**F.2.2.1** Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

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

**F.2.3 Check documents**

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

Employer:		Contractor:	
Witness:		Witness:	

#### **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) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

#### **F.2.10 Pricing the tender offer**

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

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

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

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

#### **F.2.11 Alterations to documents**

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

Employer:		Contractor:	
Witness:		Witness:	

**F.2.12 Alternative tender offers**

**F.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

**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.2.12.3** An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

**F.2.13 Submitting a tender offer**

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

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

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

**F.2.13.4** Sign the original and all copies of the tender offer were 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 of the tender offer as separate packages marking the package as "ORIGINAL" . 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 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 will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

**F.2.15 Closing time**

Employer:		Contractor:	
Witness:		Witness:	

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

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

**F.2.16 Tender offer validity**

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

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

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

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

**F.2.17 Clarification of tender offer after submission**

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

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

**F.2.18 Provide other material**

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

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

**F.2.19 Inspections, tests and analysis**

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

**F.2.20 Submit securities, bonds and policies**

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**

Employer:		Contractor:	
Witness:		Witness:	

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.2.24 Public Liability Insurance**

The bidder will be required to submit proof of public liability insurance within 7 days of acceptance of appointment. The certificate must indicate a minimum of R5m per occurrence.

## **F.3 The employer's undertakings**

### **F.3.1 Respond to requests from the tenderer**

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

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

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

### **F.3.2 Issue Addenda**

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

### **F.3.3 Return late tender offers**

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

### **F.3.4 Opening of tender submissions**

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

**F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

Employer:		Contractor:	
Witness:		Witness:	

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**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**

Employer:		Contractor:	
Witness:		Witness:	

**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 functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

**F.3.6 Non-disclosure**

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

**F.3.7 Grounds for rejection and disqualification**

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

**F.3.8 Test for responsiveness**

**F.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

**F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

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

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

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

**F.3.9.1** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

Employer:		Contractor:	
Witness:		Witness:	

**F3.9.2** The employer must correct the arithmetical errors in the following manner:

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

**F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

**F.3.11.2 Method 1: Price and Preference**

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for specific goals contribution
- 3) Add the points scored for price and specific goals.

**F.3.11.3 Method 2: Functionality, Price and Preference**

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system as described the preferential procurement regulations and 2022 amendments.

**F.3.11.4 Scoring points functionality**

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data. Only tenderers achieving the minimum score as described will proceed to further evaluation, ie Price and Preference

**F3.11.5 Scoring points for Price**

All eligible tenders will be allocated points for price as per the point scoring system described in the preferential procurement regulations and 2022 amendments with the lowest priced tender scoring the highest and the remaining tenders scoring lower as determined through the calculation based on the formula provided.

Employer:		Contractor:	
Witness:		Witness:	

**F3.11.6 Scoring points preferences**

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Points for Preference points will only be allocated upon submission of a valid and certified BBBEE Scorecard

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

**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**

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**F.3.14 Prepare contract documents**

**F.3.14.1** If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

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

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

**F.3.15 Complete adjudicator's contract**

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

**F.3.16 Notice to unsuccessful tenderers**

**F.3.16.1** 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.

Employer:		Contractor:	
Witness:		Witness:	

**F.3.16.2** After the successful tenderer has been notified of the employer’s acceptance of the tender, bid results are placed on the municipality’s website. Bidder’s attention is drawn to the fact that bid results are updated on a monthly basis. Please note it is the onus of every bidder to continuously monitor the municipal website for bid results.

**F.3.17 Provide copies of the contracts**

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

**F.3.18 Provide written reasons for actions taken**

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

**F3.19 Transparency in the procurement process**

**F3.19.1** The CIDB prescripts require that tenders must be advertised and be registered on the CIDB Tender system.

**F3.19.2** The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

**F3.19.3** The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

**F3.19.4**–The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

**F3.19.5**–The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

**F3.19.6** Consultative Forum must be an independent structure from the bid committees. – Not Applicable

**F3.19.7** The information must be published on the employer’s website.

**F 3.19.8** Records of such disclosed information must be retained for audit purposes.

Employer:		Contractor:	
Witness:		Witness:	



## VOLUME 1

## PART 2: RETURNABLE DOCUMENTS

Employer:		Contractor:	
Witness:		Witness:	

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Employer:		Contractor:	
Witness:		Witness:	

## T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

### T2.1.1 Documents incorporated in this tender document that must be completed and signed by all tenders

T2.2.1	Authority to Sign Documents
T2.2.2	Letter of Good Standing with Workmen's Compensation Commissioner
T2.2.3	Clarification Meeting Certificate
T2.2.4	Certificate of Authority for Joint Ventures (only if Tenderer is a JV)
T2.2.5	Schedule of Work Experience of Tenderer
T2.2.6	Current and Recent Projects for Midvaal Local Municipality
T2.2.7	Schedule of Estimated Monthly Expenditure
T2.2.8	Schedule of Subcontractors
T2.2.9	Details of Experience and CVs Of Key Personal
T2.2.10	Compulsory Enterprise Questionnaire
T2.2.11	Alterations / Amendments / Qualifications by Tenderer
T2.2.12	Adjudication of Tenders on Points Basis
T2.2.13	Schedule of Daywork Rates
T2.2.14	Record of Addenda to Tender Documents
T2.2.15	Size of Enterprise and Current Workload
T2.2.16	Financial Ability to Execute the Project
T2.2.17	Joint Venture Disclosure Form
T2.2.18	Schedule of Proposed Subcontractors Equity
T2.2.19	Invitation to Tender MBD1
T2.2.20	Declaration of Interest (MBD 4)
T2.2.21	MBD5
T2.2.22	Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)
T2.2.23	Certificate of Independent Tender Determination (MBD 9)
T2.2.24	Form Concerning Fulfilment of The Construction Regulations 20
T2.2.25	General Information (Procurement)
T2.2.26	Specific Goals
T2.2.27	Declaration Certificate for Local Production and Content Designated Sectors (MBD 6.2)
T2.2.28	Preference Points Claim Form in Terms of The Preferential Procurement Regulations and 2022 amendments. (MBD 6.1)
T2.2.29	Tenderer's Financial Standing

Employer:		Contractor:	
Witness:		Witness:	

**T2.1.2 Additional Documents to be provided by the Tenderer and attached to the tender**

T2.2.30	CIDB Contractor Registration Certificate
T2.2.31	Tax Clearance Certificate and Financial Statements
T2.2.32	Method Statement
T2.2.33	Transfer of Skills
T2.2.34	Additional Functionality Documents
T2.2.35	POPIA Act

**T2.1.3 Other documents that will be incorporated into the contract**

C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C1.3	Performance Guarantee
C1.3	Occupational Health and Safety Agreement
C2.1	Pricing Data and Bill of Quantities
C3	Scope of Work
C4	Site Information

**NB: TENDERERS MUST COMPLETE THESE DOCUMENTS / DATA SHEETS / FORMS IN BLACK NON-ERASABLE INK**

Employer:		Contractor:	
Witness:		Witness:	

## **T2.2 RETURNABLE SCHEDULES**

Employer:		Contractor:	
Witness:		Witness:	

**T2.2.1 Authority to Sign Document**

I/We\*, the undersigned, am/are\* duly authorised to sign the form of tender on behalf of

.....

by virtue of the Articles of Association/Resolution of the Board of Directors\*, of which a certified copy is attached,  
or

.....

.....

\*Delete whichever is inapplicable

1.			
----	--	--	--

**NAME**

**SIGNATURE**

**DATE**

2.			
----	--	--	--

**NAME**

**SIGNATURE**

**DATE**

**WITNESSES:**

1.			
----	--	--	--

**NAME**

**SIGNATURE**

**DATE**

2.			
----	--	--	--

**NAME**

**SIGNATURE**

**DATE**

Employer:		Contractor:	
Witness:		Witness:	

**T2.2.2 Letter of Good Standing with Workmen's Compensation Commissioner**

Employer:		Contractor:	
Witness:		Witness:	

**T2.2.3 Clarification Meeting Certificate**

This is to certify that I/We\* .....

of (tenderer) .....

of (address) .....

Telephone number .....

Fax number .....

Email .....

on (date) .....

have examined the Site of the Works and its surroundings for which I/we\* am/are\* submitting this Tender and have, so far as is practicable, familiarised myself/ourselves\* with all information, risks, contingencies and other circumstances which may influence or affect my/our\* tender.

\*Delete whichever is inapplicable

**SIGNED BY/ON BEHALF OF TENDERER:**

--	--	--

**NAME**

**SIGNATURE**

**DATE**

Employer:		Contractor:	
Witness:		Witness:	

**T2.2.4 Certificate of Authority for Joint Ventures**

This Returnable Schedule is to be completed only if Tenderer is a joint venture.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorise

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

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

**Note:**

A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this Schedule.

Employer:		Contractor:	
Witness:		Witness:	

**T2.2.5 Schedule of Work Experience of Tenderer**

Tenderers shall insert in the Schedule hereunder details of work successfully carried out by them of a similar nature to that for which their tender is submitted. Failure to complete this Schedule will be taken to indicate that the Tenderer has no experience in this class of work.

<b>Experience</b>				
<b>Employer (Name, Tel, Fax, Email)</b>	<b>Consulting Engineer (Name, Tel, Fax, Email)</b>	<b>Nature of Work</b>	<b>Value of Work R(M)</b>	<b>Date Completed</b>
Name:				
Tel:				
Fax:				
Email:				
Name:				
Tel:				
Fax:				
Email:				
Name:				
Tel:				
Fax:				
Email:				
Name:				
Tel:				
Fax:				
Email:				

If there is insufficient space above, the tenderer may append additional sheets.

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

SIGNED BY/ON BEHALF OF TENDERER:

**Name**

**Signature**

**Date**

Employer:		Contractor:	
Witness:		Witness:	

**T2.2.6 Reference Letters**

Bidder must submit a minimum of 3 satisfactory letters indicating experience in Internal Leak Repair projects within the last 10 years from the date of tender closing with a minimum project value of R500 000.00 per project.

Letters shall be completed in full, stamped and signed.

It should be noted that project experience must be related to the proposed works.

Employer:		Contractor:	
Witness:		Witness:	

**T2.2.7 Current and Recent Projects for Midvaal Local Municipality**

Tenderers must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value] and name of Employer.

<b>CURRENT PROJECTS</b>			
<b>PROJECT NAME</b>	<b>AWARDED AMOUNT</b>	<b>CONTRACT START DATE</b>	<b>ANTICIPATED / ACTUAL COMPLETION DATE</b>
<b>TOTAL AMOUNT OF PROJECTS CURRENTLY UNDERTAKEN FOR MIDVAAL LOCAL MUNICIPALITY</b>			<b>R</b>

Employer:		Contractor:	
Witness:		Witness:	

**T2.2.8 Schedule of Subcontractors**

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

<b>SUBCONTRACTORS</b>			
<b>Category/type</b>	<b>Subcontractor Name/Address/Contact Person/Phone/Fax/Details of Organization/Firm/ Experience</b>	<b>Items of work (pay items) to be undertaken by the Subcontractor</b>	<b>Estimated Cost of Work (Rand)</b>
<b>TOTAL (Excluding VAT)</b>			

If there is insufficient space above, the tenderer may append additional sheets.

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

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

SIGNED BY/ON BEHALF OF TENDERER:

**Name**

**Signature**

**Date**

Employer:		Contractor:	
Witness:		Witness:	

<b>Volume</b>	<b>1</b>					
<b>Part</b>	T1	<b>T2</b>	C1	C2	C3	C4

**T2.2.9 Details of Experience and CVs of Key Personnel**

Tenderers shall set out in the Schedule hereunder details of the experience of the relevant personnel in work of a similar nature to that for which this Tender is submitted. Tender to provide copies of CVs and relevant qualifications.

**Failure to complete this Schedule may result in the Tender not being considered.**

CONTRACT MANAGER				
<b>Name:</b>		<b>Qualifications:</b>		
<b>Minimum NQF Level: 6</b>				
<b>Nationality:</b>				
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed
Minimum Requirements: - A curriculum vitae indicating a minimum of 3 years experience in managing Domestic Plumbing Projects and/or Internal Leak Repair projects. - Submit a minimum NQF Level 6 in Civil Engineering.				

QUALIFIED PLUMBER				
<b>Name:</b>		<b>Qualifications:</b>		
<b>Nationality:</b>				
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed
Minimum Requirements of each: - Submit a minimum Red-Seal Plumbing Trade Test - A curriculum vitae indicating 4 years of experience in Plumbing.				

Employer:		Contractor:	
Witness:		Witness:	

Internal Plumbing Repairs on Indigent Households and  
 Implementation of Water Conservation or Water  
 Saving Awareness on an as and When Required  
 Basis From 1 July 2026 To 30 June 2029

**Returnable Documents**

<b>Volume</b>	<b>1</b>					
<b>Part</b>	T1	<b>T2</b>	C1	C2	C3	C4

ASSISTANT PLUMBER #1				
<b>Name:</b>		<b>Qualifications:</b>		
<b>Nationality:</b>				
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed
Minimum Requirements of each: - Submit a minimum NQF Level 5 in Safety Management and/or Occupational Health and Safety, - A curriculum vitae indicating a minimum of 3 years of experience in construction projects as an OHS Officer.				

Employer:		Contractor:	
Witness:		Witness:	

<b>Volume</b>	<b>1</b>					
<b>Part</b>	T1	<b>T2</b>	C1	C2	C3	C4

**T2.2.10 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** .....

**Address of enterprise**  
 .....  
 .....  
 .....

**Section 2: VAT registration number, if any** .....

**Section 3: CIDB registration number, if any** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 5: Particulars of companies and close corporations**

Company registration number.....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service of the state**

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

1. a member of any municipal council
2. a member of any provincial legislature
3. a member of the National Assembly or the National Council of Province a member of the board of directors of any municipal entity
4. an official of any municipality or municipal entity

Employer:		Contractor:	
Witness:		Witness:	

<b>Volume</b>	<b>1</b>					
<b>Part</b>	T1	<b>T2</b>	C1	C2	C3	C4

5. 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)
6. a member of an accounting authority of any national or provincial public entity an employee of Parliament or a provincial legislature

**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

**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, within the last 12 months, been in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- 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 an accounting authority of any national or provincial public entity an employee of Parliament or a provincial legislature

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

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

Employer:		Contractor:	
Witness:		Witness:	

\*insert separate page if necessary

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

- i) authorises the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise nor 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;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- iv) 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;
- v) 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:**

**Enterprise Name**

**Date**

**Name**

**Position**

**Signature**

Employer:		Contractor:	
Witness:		Witness:	



**T2.2.12 Adjudication of Tenders on Points Basis**

Information provided should be as comprehensive as possible as the Tenderer's approach to this subject will be an important criterion in the tender adjudication process. Failure to provide the information could prejudice a tender.

Responsive tenders will be adjudicated on the following basis (see Amended CIDB Conditions of Tender):

Responsive tenders will be evaluated in terms of the Supply Chain Management policy of the Midvaal Local Municipality. The Tender Committees, Tender Evaluation Committee, Tender Adjudication and Accounting Officer will work on the evaluation of the tender. The lowest tender will not necessarily be accepted and the right to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by the Midvaal Local Municipality

The Tender shall be scored on a 80/20 point system where 80 will be for the price and 20 points is in terms of specific goals.

The Tender obtaining the highest amount of points will be awarded the Contract unless extenuating circumstances dictate otherwise. Points scored will be rounded off to one decimal place.

In the event of equal points scored, the Tender will be awarded to the Tenderer scoring the highest points for specific goals.

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

**1. GENERAL CONDITIONS**

Preference points for this tender shall be awarded for specific goals verified by an accredited assessor.

**THE POINTS FOR THIS TENDER ARE ALLOCATED AS FOLLOWS:**

	<b>BREAKDOWN</b>	<b>WEIGHT</b>
1.	Price	80
2.	Preference	20
	<b>Total</b>	<b>100</b>

The points awarded for Preference are based on the specific goals of contributor is as follows:

<b>SPECIFIC GOALS – POINTS CLAIM</b>				
<b>Goal</b>	<b>Weight</b>		<b>Required Proof</b>	<b>Bidder's Checklist</b>
Local Enterprise (10 Points)	10 Points, if the business operates within the jurisdiction of Midvaal Local Municipality		Rates and Taxes statement in the name of the business, or that of its director(s); OR	YES
	5 Points, if the business operates outside Midvaal but within the Sedibeng District jurisdiction			
	3 Points, if the business operates outside the Sedibeng jurisdiction		Confirmation of the company's director(s) ward and voting district as per the IEC (Independent Electoral Commission of South Africa)	NO
	0 points for non-submission			
B-BBEE Status	Status Contributor	Points	B-BBEE certificate: issued by the DTIC (The	YES

Employer:		Contractor:	
Witness:		Witness:	

(10 Points)			Department of Trade and Industry and Competition) through CIPC; OR from an accredited institution registered with SANAS; OR a valid sworn affidavit, as issued by the DTIC	NO
-------------	--	--	--	----

The tenderer shall attach a copy of his B-BBEE certificate to this page as proof of his status level.

Employer:		Contractor:	
Witness:		Witness:	

Failure on the part of a tenderer to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.

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

SIGNED BY/ON BEHALF OF TENDERER:

**Name**

**Signature**

**Date**

Employer:		Contractor:	
Witness:		Witness:	

<b>Volume</b>	<b>1</b>					
<b>Part</b>	T1	<b>T2</b>	C1	C2	C3	C4

**T2.2.13 Plant and Equipment**

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

Description : Owned Plant / Equipment	Number of units

Description : Hired Plant / Equipment	Number of units

Description : Plant / Equipment to be purchased	Number of units

Attach additional pages if more space is required.

SIGNED BY/ON BEHALF OF TENDERER:

**Name**

**Signature**

**Date**

Employer:		Contractor:	
Witness:		Witness:	

**T2.2.14 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.		

**If there is insufficient space above, the tenderer may append additional sheets.**

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

SIGNED BY/ON BEHALF OF TENDERER:

**Name**

**Signature**

**Date**

Employer:		Contractor:	
Witness:		Witness:	

**T2.2.15 Size of Enterprise and Current Workload**

What was your turnover in the previous financial year? R .....

What is the estimated turnover for your current financial year? R.....

Physical facilities:

Provide information on offices, factories, yards and warehouses occupied by your enterprise (attach details if the space provided is not enough)

Description	Address	Area (m <sup>2</sup> )

List your current contracts and obligations:

Description	Value (R)	Start date	Duration	Expected completed date

Do you have the capacity to supply the goods and services described in this tender, should the contract be awarded to you?

Yes  No

SIGNED BY/ON BEHALF OF TENDERER:

**Name**

**Signature**

**Date**

Employer:		Contractor:	
Witness:		Witness:	

**T2.2.16 Financial Ability to Execute the Project**

Provide details on the surety you will provide if the tender is awarded to you

Which of the following institutions will provide surety?

- Bank registered in terms of the Bank Act 1990 (Act 94 of 1990):  
 .....
- Insurance Company registered in terms of the Short-Term Insurance Act 1998 (Act 53 of 1998):  
 .....
- Cash: .....
- Bank Rating: .....

**Provide the estimated cash flow on the project in terms of submissions of payment certificates or payment schedules to the Employer**

Month no	Amount (VAT included)			
	a Received	b Payments made	a – b Net cash flow	Cumulative cash flow
1			d	j=d
2			e	j+e=k
3			f	k+f=l
4			g	l+g=m
5			h	m+h=n
6			Etc.	Etc.
7				
8				
9				
10				
Maximum negative cash flow: Take the largest negative number in the last column and write it in here → → → → → →				

**Notes:**

- (i) Value added tax to be included in all amounts
  - (ii) Assume payment of certificates within 30 days of approval of certificate
- From what sources will you fund the above amount (e.g. Funds internally available, bank overdraft, loan, etc)

SIGNED BY/ON BEHALF OF TENDERER:

**Name**

**Signature**

**Date**

Employer:		Contractor:	
Witness:		Witness:	

**T2.2.17 Joint Venture Disclosure Form**

**GENERAL**

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
  - a. the contributions of capital and equipment
  - b. work items to be performed by the Affirmable Joint Venture Partner's own forces
  - c. work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

**1. JOINT VENTURE PARTICULARS**

a) Name

.....

b) Postal address

.....  
.....

c) Physical address

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

d) Telephone

.....

Employer:		Contractor:	
Witness:		Witness:	

---

e) Fax

.....

**2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER**

**2.1(a) Name of Firm**

.....

Postal Address

.....

.....

Physical Address

.....

.....

Telephone

.....

Fax

.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

Employer:		Contractor:	
Witness:		Witness:	

**2.2(a) Name of Firm**

.....

Postal Address

.....

.....

Physical Address

.....

.....

Telephone

.....

Fax

.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

*(Continue as required for further non-Affirmable Joint Venture Partners)*

**3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER**

**3.1(a) Name of Firm**

.....

Postal Address

.....

.....

Physical Address

.....

.....

Telephone

.....

Employer:		Contractor:	
Witness:		Witness:	

.....  
Fax  
.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:  
.....

---

Employer:		Contractor:	
Witness:		Witness:	

**3.2(a) Name of Firm**

.....

Postal Address

.....  
.....

Physical Address

.....  
.....

Telephone

.....

Fax

.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

**3.3(a) Name of Firm**

.....

Postal Address

.....  
.....

Physical Address

.....  
.....

Telephone

.....

Fax

.....

Employer:		Contractor:	
Witness:		Witness:	

Contact person for matters pertaining to Joint Venture Participation Goal requirements:  
.....

4. **BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

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

5. **OWNERSHIP OF THE JOINT VENTURE**

a) Affirmable Joint Venture Partner ownership percentage(s)  
.....%

b) Non-Affirmable Joint Venture Partner ownership percentage(s)  
.....%

c) Affirmable Joint Venture Partner percentages in respect of : \*

i) Profit and loss sharing .....

ii) Initial capital contribution in Rands .....

(\*Brief descriptions and further particulars should be provided to clarify percentages).

iii) Anticipated on-going capital contributions in Rands .....

iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

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

Employer:		Contractor:	
Witness:		Witness:	

6. **RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES**

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

Employer:		Contractor:	
Witness:		Witness:	

**7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

a) Joint Venture cheque signing

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

b) Authority to enter into contracts on behalf of the Joint Venture

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

c) Signing, co-signing and/or collateralising of loans

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

d) Acquisition of lines of credit

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

e) Acquisition of performance bonds

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

f) Negotiating and signing labour agreements

.....

Employer:		Contractor:	
Witness:		Witness:	

8. **MANAGEMENT OF CONTRACT PERFORMANCE**  
(Fill in the name and firm of the responsible person).

a) Supervision of field operations

.....

b) Major purchasing

.....

c) Estimating

.....

d) Technical management

.....

Employer:		Contractor:	
Witness:		Witness:	

**9. MANAGEMENT AND CONTROL OF JOINT VENTURE**

a) Identify the “managing partner”, if any,

.....

.....

.....

.....

b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

.....

c) Describe the management structure for the Joint Venture’s work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”

Employer:		Contractor:	
Witness:		Witness:	

**10. PERSONNEL**

- a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

- b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

- c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

- d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

- e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

Employer:		Contractor:	
Witness:		Witness:	

---

11. **CONTROL AND STRUCTURE OF THE JOINT VENTURE**

Briefly describe the manner in which the Joint Venture is structured and controlled.

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

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature

.....

Duly authorised to sign on behalf  
of.....

Name

.....

Address

.....

Telephone.....

.....

Date

.....

..

---

Employer:		Contractor:	
Witness:		Witness:	

---

Signature

.....

Duly authorised to sign on behalf  
of.....

Name

.....

Address

.....

Telephone.....

.....

Date

.....

..

---

Signature

.....

Duly authorised to sign on behalf  
of.....

Name

.....

Address

.....

Telephone.....

..

Date

.....

..

---

Employer:		Contractor:	
Witness:		Witness:	

---

Signature

.....

Duly authorised to sign on behalf  
of.....

Name

.....

Address

.....

Telephone.....

.....

Date

.....

..

---

(Continue as necessary)

Employer:		Contractor:	
Witness:		Witness:	

**T2.2.18 Schedule of Proposed Subcontractors Equity**

Provide details on all sub-contractors you intend utilising for this contract:

Type of work to be used for	a % of contract	Name of sub-contractor	b % BBBEE ownership	Female ownership Yes / No	c=a x b/100 Total contribution to BBBEE ownership
<b>Total % of contract sub-contracted</b>		<b>Total contribution of BBBEE ownership</b>			

SIGNED BY/ON BEHALF OF TENDERER:

**Name**

**Signature**

**Date**

Employer:		Contractor:	
Witness:		Witness:	

**T2.2.19 Invitation to Bid (MBD1)**

**PART A: INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF MIDVAAL LOCAL MUNICIPALITY**

BID NUMBER:		CLOSING DATE:		CLOSING TIME:	

DESCRIPTION

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

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

25 MITCHELL STREET
MEYERTON
1961

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> YES <input type="checkbox"/> NO		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> YES <input type="checkbox"/> NO	

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> YES <input type="checkbox"/> NO [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> YES <input type="checkbox"/> NO [IF YES ENCLOSE PROOF B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: TECHNICAL INFORMATION MAY BE DIRECTED TO:**

DEPARTMENT	FINANCE	CONTACT PERSON	ENGINEERING
------------	---------	----------------	-------------

Employer:		Contractor:	
Witness:		Witness:	

			SERVICES: TEHNICAL
CONTACT PERSON	Financial Services: SCM	TELEPHONE NUMBER	016 360 5813
TELEPHONE NUMBER	016 360 7453	FACSIMILE NUMBER	016 360 7595
FACSIMILE NUMBER	016 360 7519	E-MAIL ADDRESS	tenders@midvaal.gov.za
E-MAIL ADDRESS	tenders@midvaal.gov.za		

Employer:		Contractor:	
Witness:		Witness:	

**PART B: TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC 2025) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

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

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

Employer:		Contractor:	
Witness:		Witness:	

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE:

Employer:		Contractor:	
Witness:		Witness:	

**T2.2.20 Declaration of Interest (MBD4)**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to tender (includes an advertised competitive tender, a limited tender, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the Tenderer or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the Tenderer is employed by the state; and/or
- the legal person on whose behalf the tendering document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the tender(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the tender.

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

- 2.1. Full Name of Tenderer or his or her representative: .....
- 2.2. Identity Number: .....
- 2.3. Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member): .....
- 2.4. Registration number of company, enterprise, close corporation, partnership agreement or trust: .....
- 2.5. Tax Reference Number: .....
- 2.6. VAT Registration Number: .....
- 2.6.1. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>“State” means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7. Are you or any person connected with the Tenderer presently employed by the state? **YES / NO**

2.7.1. If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the Tenderer is employed: .....

occupied in the state institution: .....

Any other particulars: .....

Employer:		Contractor:	
Witness:		Witness:	

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

2.7.2. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES/NO**

2.7.3. If yes, did you attach proof of such authority to the tender document? **YES/NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the tender.

2.7.3.1. If no, furnish reasons for non-submission of such proof:

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

2.8. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES/NO**

2.8.1. If so, furnish particulars:

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

Employer:		Contractor:	
Witness:		Witness:	

2.9. Do you, or any person connected with the Tenderer, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this tender? **YES/NO**

2.9.1. If so, furnish particulars:

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

2.10. Are you, or any person connected with the Tenderer, aware of any relationship (family, friend, other) between any other Tenderer and any person employed by the state who may be involved with the evaluation and or adjudication of this tender? **YES/NO**

2.10.1. If so, furnish particulars:

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

2.11. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are tendering for this contract? **YES/NO**

2.11.1. If so, furnish particulars:

.....  
.....

Employer:		Contractor:	
Witness:		Witness:	

<b>Volume</b>	<b>1</b>					
<b>Part</b>	T1	<b>T2</b>	C1	C2	C3	C4

**3. Full details of directors / trustees / members / shareholders**

<b>Full Name</b>	<b>Identity Number</b>	<b>Personal Income Tax Reference Number</b>	<b>State Employee Number / Personnel Number</b>

**4. DECLARATION**

I, THE UNDERSIGNED (NAME)

..... CERTIFY THAT THE  
 INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
 I ACCEPT THAT THE STATE MAY REJECT THE TENDER OR ACT AGAINST ME  
 SHOULD THIS DECLARATION PROVE TO BE FALSE.

**Name**

**Signature**

**Date**

Employer:		Contractor:	
Witness:		Witness:	

**T2.2.21 Declaration for Procurement**

**MBD 5 - DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)**

**For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:**

1. Are you by law required to prepare annual financial statements for auditing?  
**YES / NO**

If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?  
**YES / NO**

If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

If yes, furnish particulars.

---

---

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?  
**YES / NO**

If yes, furnish particulars.

---

---

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?  
**YES / NO**

Employer:		Contractor:	
Witness:		Witness:	

If yes, furnish particulars.

---

---

**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 BIDDER

\_\_\_\_\_

Employer:		Contractor:	
Witness:		Witness:	

**T2.2.22 Declaration of Tenderer's Past Supply Chain Management Practices (MBD8)**

- 1 This Standard Tendering Document must form part of all tenders invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The tender of any Tenderer may be disregarded if that Tenderer, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the tender.**

Item	Question	Yes	No
4.1	Is the Tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking</b>	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>		
4.2.1	If so, furnish particulars:		
4.3	Was the Tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?		
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the Tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		
4.4.1	If so, furnish particulars:		

Employer:		Contractor:	
Witness:		Witness:	

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

.....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND  
CORRECT.

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

**Name**

**Signature**

**Date**

Employer:		Contractor:	
Witness:		Witness:	

**T2.2.23 Certificate of Independent Tender Determination (MBD9)**

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

**<sup>1</sup> Includes price quotations, advertised competitive tenders, limited tenders and proposals.**

**<sup>2</sup> Tender rigging (or collusive tendering) 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 tendering process. Tender rigging is, therefore, an agreement between competitors not to compete.MBD 9**

Employer:		Contractor:	
Witness:		Witness:	

---

**CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting the accompanying tender:

---

(Tender Number and Description)

in response to the invitation for the tender made by:

---

(Name of Institution)

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

I certify, on behalf of .....that:  
(Name of Tenderer)

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

Employer:		Contractor:	
Witness:		Witness:	

6. The Tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive tendering.
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 tender;
  - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
  - (f) tendering with the intention not to win the tender.
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 tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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.

**Position**

**Signature**

**Date**

Employer:		Contractor:	
Witness:		Witness:	

**T2.2.24 Form Concerning Fulfilment of the Construction Regulations**

In terms of regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 18 July 1993 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

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

YES	<input type="checkbox"/>
NO	<input type="checkbox"/>

- Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	<input type="checkbox"/>
Own resources, still to be hired and/or trained (until competency is achieved)	<input type="checkbox"/>
Specialist subcontract resources (competent) - specify: ..... ..... ..... ..... ..... .....	<input type="checkbox"/>

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

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

- Potential key risks identified and measures for addressing risks:  
 .....  
 .....  
 .....  
 .....

Employer:		Contractor:	
Witness:		Witness:	

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

<b>YES</b>	<input type="checkbox"/>
<b>NO</b>	<input type="checkbox"/>

--

**Name**

--

**Signature**

--

**Date**

Employer:		Contractor:	
Witness:		Witness:	

**T2.2.25 General Information (Procurement)**

1. Name of tendering entity: .....

2. Contact details:

Contact name and number: .....

Address of tendering entity: .....

Postal code: .....

Tel no: ( ) ..... Fax no: ( ) .....

E-mail address:  
.....

3. Legal entity: Mark with an X.

Sole proprietor	
Partnership	
Close corporation	
Company (Pty) Ltd	
Joint venture	

In the case of a Joint venture, provide details on joint venture members:

Joint venture member	Type of entity (as defined above)

4. Income tax reference number: **(COMPULSORY)**  
(In the case of a joint venture, provide for all joint venture members)

.....

.....

Employer:		Contractor:	
Witness:		Witness:	

5. VAT registration number (**COMPULSORY**):  
(In the case of a joint venture, provide for all joint venture members)

.....  
.....

6. Company or closed corporation registration number (**COMPULSORY**):pre  
(In the case of a joint venture, provide for all joint venture members)

.....  
.....

7. Construction Industry Development Board (CIDB) registration number (**COMPULSORY**)  
(In the case of a joint venture, provide for all joint venture members)

.....  
.....

8. Municipal rates and taxes or service charges accounts of tendering entities and its directors /  
members

**(COMPULSORY)**

(In the case of a joint venture, provide for all joint venture members)

**ATTACH COPIES OF ALL LATEST MUNICIPAL ACCOUNTS (SEE “NOTICE TO  
TENDERERS: VERY IMPORTANT NOTICE ON DISQUALIFICATIONS” PARAGRAPH No. 13)**

9. Details of proprietor, partners, closed corporation members, or company directors,  
indicating technical qualifications where applicable (Form on the next page).

10. For joint ventures the following must be attached:

- Written authority **of each JV partner**, for authorized signatory.
- The joint venture agreement.

**Name**

**Signature**

**Date**

Employer:		Contractor:	
Witness:		Witness:	



<b>Volume</b>	<b>1</b>					
<b>Part</b>	T1	<b>T2</b>	C1	C2	C3	C4

**T2.2.26 Specific Goals**

**1. Equity Ownership**

List all partners, shareholders or members of tendering entity by name, identity number, citizenship, gender, race, BBBEE status and ownership. In the case of a JV, complete an Equity ownership for each JV member.

Name and Surname	Position Occupied in Enterprise	Identity Number	Date RSA Citizenship obtained	Gender Male / Female	Race	BBBEE Status (Yes/No)	Date of Ownership	% Owned by BBBEEs	% Owned by Women	% Owned by Disabled
<b>TOTAL</b>								<b>A</b>	<b>B</b>	<b>C</b>

Employer:		Contractor:	
Witness:		Witness:	

<b>Volume</b>	<b>1</b>					
<b>Part</b>	T1	<b>T2</b>	C1	C2	C3	C4

Note: Where owners are themselves a company or partnership, identify the ownership of the holding firm.

In the case of joint ventures equity ownership for each of the JV members are determined as above, and the combined BBBEE ownership is then calculated as follows:

<b>Joint venture members</b>	<b>a % Contribution to the JV</b>	<b>b %BBBEE</b>	<b>c = a * b ÷ 100 % BBBEE contribution</b>
<b>Total BBBEE contribution</b>			

**A COPY OF A VALID SIGNED JOINT VENTURE AGREEMENT MUST BE ATTACHED TO THE TENDER DOCUMENT. FAILURE TO COMPLY WITH ABOVE-MENTIONED WILL RESULT IN REJECTION OF THIS TENDER**

Employer:		Contractor:	
Witness:		Witness:	

**2. SMME Status**

Provide details on the following

Sector/Sub-Sector in accordance with the Standard Industrial Classification	
Total Full-time Equivalent of paid Employees	
Total Annual Turnover	
Total Gross Asset Value	
Size or Class (Medium, Small, Very Small,	

**NOTE:** If all of the above does not adhere to the definition of a single class, use the total Annual Turnover only to decide on the class.

**SIGNED BY/ON BEHALF OF TENDERER:**

**Name**

**Signature**

**Date**

Employer:		Contractor:	
Witness:		Witness:	

**T2.2.27 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

**1. GENERAL CONDITIONS**

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

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

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

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

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to

Employer:		Contractor:	
Witness:		Witness:	

claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

**2. DEFINITIONS**

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

**3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**3.1. POINTS AWARDED FOR PRICE**

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

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

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

Where

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

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

**3.2.1. POINTS AWARDED FOR PRICE**

Employer:		Contractor:	
Witness:		Witness:	

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

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

Where

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

**4. POINTS AWARDED FOR SPECIFIC GOALS**

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points allocated (80/20 system)	Number of points claimed (90/10 system) (To be	Number of points claimed (80/20 system) (To be
Employer:			Contractor:	
Witness:			Witness:	

Internal Plumbing Repairs on Indigent Households  
and Implementation of Water Conservation or Water  
Saving Awareness on an as and When Required Basis  
From 1 July 2026 To 30 June 2026  
for 36 Months from Date of Award

**Returnable Documents**

	(To be completed by the organ of state)	(To be completed by the organ of state)	completed by the tenderer)	completed by the tenderer)
Local Enterprise		10		
BBB-EE Status		10		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

Employer:		Contractor:	
Witness:		Witness:	

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

Employer:		Contractor:	
Witness:		Witness:	

**8.2 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:** .....

8.3 Total number of years the company/firm has been in business:.....

8.4 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

**SIGNED BY/ON BEHALF OF TENDERER:**

WITNESSES	
1.	.....
2.	.....

.....
SIGNATURE(S) OF BIDDER(S)
DATE: .....
ADDRESS: .....

Employer:		Contractor:	
Witness:		Witness:	

Internal Plumbing Repairs on Indigent Households  
and Implementation of Water Conservation or Water  
Saving Awareness on an as and When Required Basis  
From 1 July 2026 To 30 June 2026  
for 36 Months from Date of Award

**Returnable Documents**

---

**SIGNED BY/ON BEHALF OF TENDERER:**

**Name**

**Signature**

**Date**

Employer:		Contractor:	
Witness:		Witness:	

**T2.2.28 Tenderers Financial Standing**

In terms of Clause F2.1 of the Tender Data the Employer may make inquiries to obtain a bank rating from the Tenderer's bank.

To that end the Tenderer must provide with his Tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount, within the specified time for completion.

Name of account holder:  
.....

Name of Bank: ..... Branch: .....

Account number: ..... Type of account: .....

Telephone number: ..... Facsimile number: .....

Name of contact person (at bank): ..... Bank Rating: .....

***Failure to provide either the required bank details or a certified bank rating with his Tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion. As such, his Tender will be ruled as "invalid".***

The Employer reserves the right to confirm with the Tenderer's bank that the supplied bank rating has not changed since the submission of the Tender.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

**SIGNED BY/ON BEHALF OF TENDERER:**

**Name**

**Signature**

**Date**

Employer:		Contractor:	
Witness:		Witness:	

**T2.2.29 CIDB Contractor Registration Certificate**

A Certificate of Contractor's Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this page.

Where a tenderer satisfies CIDB Contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

Tenderers should have a CIDB Contractor Grading Designation of 5EB or higher

Employer:		Contractor:	
Witness:		Witness:	

**T2.2.30 Tax Clearance Certificate and Financial Statements**

**Note that each party to a Consortium/Joint Venture shall separately comply with the following Tax Clearance Requirements. Failure to do so will result in the tender being rejected.**

**TAX CLEARANCE REQUIREMENTS**

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

**NEED A TAX CLEARANCE? GO ONLINE**

- Electronically request your Tax Compliance Status which will include a unique PIN which you can provide to any third party (if requested) to enable them to verify your tax compliance status online via e-Filing.
- Request a TCC via e-filing which will give you the option to print the TCC.
- Or request a TCC at a SARS branch where a SARS agent will be able to print or e-mail the TCC to you.
- To register for e-filing go to: [www.sarsefiling.co.za](http://www.sarsefiling.co.za)

A tax compliant status is a holistic view of your tax compliance level across all your registered tax types.

**Is your tax compliance status green?**

- Ensure all tax returns are submitted
- No outstanding debt owed to SARS
- SARS has been notified of any change of residential or business address
- Your business is registered for all required tax types e.g. PAYE, VAT, income tax.

Check your tax compliance status by logging onto your e-filing profile and viewing your "my compliance Profile" and rectify any non-compliance.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.

Employer:		Contractor:	
Witness:		Witness:	

**THIRD PARTY AUTHORISATION TO VIEW BIDDER TCS:**

To assist with the evaluation process of your bid we require your consent to check your SARS tax compliance via e-filing. Kindly complete the table below authorising MLM to check TCC for tender purposes only.

<b>TCS Details</b>	
<b>Tax payer name</b>	
<b>Trading Name</b>	
<b>Purpose of request</b>	TENDER
<b>Request Reference number</b>	
<b>PIN</b>	
<b>PIN EXPIRY DATE</b>	

**Note: Bidders may attach their Tax compliance status printout to the bidding document.**

I, \_\_\_\_\_ in my capacity as \_\_\_\_\_ duly appointed as authorised signatory holder, hereby grant **Midvaal Local Municipality** permission to check the TCC status of \_\_\_\_\_ and it is duly understood that the search is for tender purposes only.

\_\_\_\_\_  
 NAME AND SURNAME

\_\_\_\_\_  
 DESIGNATION

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 SIGNATURE

**SIGNED BY/ON BEHALF OF TENDERER:**

**Name**

**Signature**

**Da**

Employer:		Contractor:	
Witness:		Witness:	

Internal Plumbing Repairs on Indigent Households  
and Implementation of Water Conservation or Water  
Saving Awareness on an as and When Required Basis  
From 1 July 2026 To 30 June 2026  
for 36 Months from Date of Award

**Returnable Documents**

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Employer:		Contractor:	
Witness:		Witness:	

**T2.2.31 Additional Documents**

- Tenderer’s Occupational Health & Safety Policy;
- Joint Venture agreement (if applicable);
- A Certificate of Contractor Registration issued by the Construction Industry Development Board;  
and
- Where the contract is expected to exceed R10 million including VAT, the following documents are required:
  - (I) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
  - (II) certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
  - (III) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
  - (IV) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the republic.

Employer:		Contractor:	
Witness:		Witness:	

## **T2.2.32 POPIA ACT**

### **CONSENT AND ACKNOWLEDGMENTS IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 2013 (POPI)**

This section sets out how personal information will be collected, used and protected by Midvaal Local Municipality hereinafter referred to as “MLM”, as required by the Protection of Personal Information Act. The use of the words “the individual” for the purposes of this document shall be a reference to any individual (bidder) communicating with MLM and/or concluding any agreement, registration or application, with the inclusion of each of those individuals referred to or included in terms of such agreement, registration or application.

#### **1. What is personal information?**

The personal information that MLM requires relate to names and surnames, birth dates, identity numbers, passport numbers, demographic information, education information, occupation information, health information, addresses, memberships, and personal and work email and contact details.

#### **2. What is the purpose of the collection, use and disclosure (the processing) of personal information?**

MLM is legally obligated to collect, use and disclose personal information for the purposes of:

- reporting MLM initiatives to the Gauteng Provincial Treasury and Sedibeng District Municipality;
- reporting to National Treasury all contracts awarded;
- obtaining information related to Tax Compliance information from SARS;
- Verifying information on the National Treasury database of defaulters;
- evaluating and processing applications for registration on the database;
- compiling statistics and other reports;
- providing personalised communications;
- complying with the law; and/or
- for a purpose that is ancillary to the above. Personal information will not be processed for a purpose other than what is identified (the purpose) above without obtaining consent beforehand.

#### **3. How will MLM process personal information?**

MLM will only collect personal information for the purpose as stated above. Information will be collected in the following manner:

- directly from the individual;
- from service providers who provided with services or goods to MLM;
- from MLM's own records relating to previous supply of services or goods; and/or
- from a relevant public or equivalent entity.

#### **4. To whom will personal information be disclosed?**

The personal information may be disclosed to other relevant public or other entities on whose behalf we act as intermediaries, other third parties referred to above in relation to the purpose or who are sources of personal information, service providers such as professional bodies who operate across the borders of this country

Employer:		Contractor:	
Witness:		Witness:	

(transborder flow of information) where personal information must be sent in order to provide the information and/or services and/or benefits requested or applied for. In the event of another party/ies acquiring all of or a portion of MLM's mandate or functions, personal information will be disclosed to that party but they will equally be obliged as we are, to protect personal information in terms of this policy and the law.

**5. Consent and Permission to process personal information:**

I hereby agree with the policy and provide authorisation to MLM to process the personal information provided for the purpose stated.

- I understand that withholding of or failure to disclose personal information will result in MLM being unable to perform its functions and/or any services or benefits I may require from MLM.
- Where I shared personal information of individuals other than myself with MLM I hereby provide consent on their behalf to the collection, use and disclosure of their personal information in terms of this personal information policy and I warrant that I am authorised to give this consent on their behalf.
- To this end, I indemnify and hold MLM not responsible in respect of any claims by any other person on whose behalf I have consented, against MLM should they claim that I was not so authorised.
- I understand that in terms of POPI and other laws of the country, there are instances where my express consent is not necessary in order to permit the processing of personal information, which may be related to police investigations, litigation or when personal information is publicly available.
- I will not hold MLM responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.

**6. Rights regarding the processing of personal information:**

- The individual may withdraw consent to the processing of personal information at any time, and should they wish to do so, must provide MLM with reasonable notice to this effect. Please note that withdrawal of consent is still subject to the terms and conditions of any contract that is in place. Should the withdrawal of consent result in the interference of legal obligations, then such withdrawal will only be effective if MLM agrees to same in writing. MLM specifically draws to the attention that the withdrawal of consent may result in it being unable to provide the requested information and/or services and/or financial or other benefits.
- In order to withdraw consent, please contact the Information Officer at [Johannesm@midvaal.gov.za](mailto:Johannesm@midvaal.gov.za)
- A copy of the full MLM policy is available at our offices, situated at Head Office, 25 Mitchell Street, Meyerton, 1961, South Africa.
- Individuals are encouraged to ensure that where personal information has changed in any respect to notify MLM so that our records may be updated. MLM will largely rely on the individual to ensure that personal information is correct and accurate.
- The individual has the right to access their personal information that MLM may have in its possession and are entitled to request the identity of which third parties have received and/or processed personal information for the purpose. Please note however, that any request in this regard may be declined if:
  - the information comes under legal privilege in the course of litigation,
  - the disclosure of personal information in the form that it is processed may result in the disclosure of confidential or proprietary information,
  - giving access may cause a third party to refuse to provide similar information to MLM,
  - the information was collected in furtherance of an investigation or legal dispute, instituted or being contemplated,
  - the information as it is disclosed may result in the disclosure of another person's information,
  - the information contains an opinion about another person and that person has not consented, and/or
  - the disclosure is prohibited by law.

Employer:		Contractor:	
Witness:		Witness:	

**7. Requesting access and lodging of complaints:**

- Please submit any requests for access to personal information in writing to MLM's information officer at [Johannesm@midvaal.gov.za](mailto:Johannesm@midvaal.gov.za)
- With any request for access to personal information, MLM will require the individual to provide personal information in order to verify identification and therefore the right to access the information.
- There may be a reasonable charge for providing copies of the information requested.
- If any request has not been addressed to satisfaction a complaint may be lodged at the office of the Information Regulator.

Signature:	Date:
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Employer:		Contractor:	
Witness:		Witness:	

<b>Volume</b>	<b>1</b>					
<b>Part</b>	T1	T2	<b>C1</b>	C2	C3	C4



## VOLUME 1

# PART 1: AGREEMENT AND CONTRACT DATA

<b>Volume</b>	<b>1</b>					
<b>Part</b>	T1	T2	<b>C1</b>	C2	C3	C4

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## C1.1 FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

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### C1.1.1 FORM OF OFFER

#### THE TENDERER IS TO COMPLETE AND SIGN THE FORM OF OFFER

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

**8/2/2/436RE (2026-2029): BID TO APPOINT A SERVICE PROVIDER FOR INTERNAL PLUMBING REPAIRS ON INDIGENT HOUSEHOLDS AND IMPLEMENTATION OF WATER CONSERVATION OR WATER SAVING AWARENESS ON AN AS AND WHEN REQUIRED BASIS FROM 1 JULY 2026 TO 30 JUNE 2029**

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

By the representative of the Tenderer, deemed to be duly 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/Service Provider 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 and Pricing data.

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

\_\_\_\_\_ Rand (in words); R \_\_\_\_\_ (in figures),  
 (firm)\* (adjustable)\* \*(delete which does not apply)

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(s)**

\_\_\_\_\_

**Name(s)**

\_\_\_\_\_

**Capacity**

\_\_\_\_\_

**For the Tenderer**

\_\_\_\_\_  
 (Name and address of organisation)

**Name and  
signature of  
witness**

\_\_\_\_\_

**Date** \_\_\_\_\_

<b>Volume</b>	<b>1</b>					
<b>Part</b>	T1	T2	<b>C1</b>	C2	C3	C4

### C1.1.2 FORM OF ACCEPTANCE

#### THE EMPLOYER IS TO COMPLETE AND SIGN THE FORM OF ACCEPTANCE

By signing this part of the 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 1 Agreement and Contract Data, (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site Information
- Part 5 Drawings

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

The Tenderer shall within 28 days 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 Contact Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date of this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now the Contractor) within five days after 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 binding contract between the parties,

#### FOR EMPLOYER OFFICIAL USE ONLY

**Signature(s)**

\_\_\_\_\_

**Name(s)**

\_\_\_\_\_

**Capacity**

\_\_\_\_\_

**For the Employer**

\_\_\_\_\_  
 (Name and address of organisation)

**Name and signature of witness**

\_\_\_\_\_

**Date** \_\_\_\_\_

<b>Volume</b>	<b>1</b>					
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### C1.1.3 SCHEDULE OF DEVIATIONS

Notes:

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

**1**      **Subject** \_\_\_\_\_

Details \_\_\_\_\_

**2**      **Subject** \_\_\_\_\_

Details \_\_\_\_\_

**3**      **Subject** \_\_\_\_\_

Details \_\_\_\_\_

**4**      **Subject** \_\_\_\_\_

Details \_\_\_\_\_

**5**      **Subject** \_\_\_\_\_

Details \_\_\_\_\_

**6**      **Subject** \_\_\_\_\_

Details \_\_\_\_\_

**7**      **Subject** \_\_\_\_\_

Details \_\_\_\_\_

**8**      **Subject** \_\_\_\_\_

Details \_\_\_\_\_

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during the 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 and signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

<b>Volume</b>	<b>1</b>					
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**For the Tenderer:  
 Signature(s)**

\_\_\_\_\_

**Name(s)**

\_\_\_\_\_

**Capacity**

\_\_\_\_\_

\_\_\_\_\_  
 (Name and address of organisation)

**Name and  
 signature of  
 witness**

\_\_\_\_\_

**Date** \_\_\_\_\_

**For the Employer:  
 Signature(s)**

\_\_\_\_\_

**Name(s)**

\_\_\_\_\_

**Capacity**

\_\_\_\_\_

\_\_\_\_\_  
 (Name and address of organisation)

**Name and  
 signature of  
 witness**

\_\_\_\_\_

**Date** \_\_\_\_\_

\_\_\_\_\_

<b>Volume</b>	<b>1</b>					
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## C1.2 CONTRACT DATA

The Service Level Agreement (SLA) attached hereto is applicable to this contract.

## C1.1. Contract Data

### Part 1: Contract Data Provided by the Employer

#### GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

#### **General Conditions of Contract for Construction Works (Fourth Edition, 2025)**

prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and form the General Conditions of Contract for this contract. Copies of these Conditions of Contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, email:civilinfo@saice.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Engineer.

The General Conditions of Contract 2004 make 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 Specific Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given is cross-referenced to the Clause in the General Conditions of Contract to which it mainly applies.

#### CONTRACT SPECIFIC DATA

The following Contract specific data are applicable to this Contract:

#### **Clause 1.1.1.13: Defects Liability Period**

The defects liability period is a period of 1 calendar month, measured from the date of the Certificate of Completion for each works order issued.

#### **Clause 1.1.1.14/5.51: Due Completion Date**

The date for achieving Practical Completion will be specified for each works order. All works will be completed by 30 June 2021

#### **Clause 1.1.1.15: Employer**

The **Employer** is **Error! Reference source not found.**, represented by Executive Director: Engineering Services and/or such person or persons duly authorised thereto by the Employer in writing, and the legal successors in title of this person and are referred to in this Contract Document as "Employer".

#### **Clause 1.1.1.16: Employer's Agent**

The **Engineer**, referred to in the documents, is Executive Director: Engineering Services and/or such person or persons or their successors duly appointed by the Employer in writing.

#### **Clause 1.1.1.27: Pricing Strategy**

The Pricing Strategy is Remeasurement.

**Clause 1.1.1.29: Scope of Work**

*Replace with the following:*

**“Scope of Work”** means the document(s) containing the Standard Specifications, the Project Particular Specifications, that specify and describe the Works which are to be provided, and any other requirements and constraint relating to the manner in which the work is to be carried out.

**Clause 1.2.1: Writing**

Add the following Clause after Clause 1.2.1

**Clause 1.2.1: Notices and 1.2.1.1 Employer's Address**

The name of the Employer is : **Error! Reference source not found.**

The address of the Employer is : No. 25  
Mitchell Street,  
Meyerton, 1961  
Midvaal

The name of the Engineer is : Executive Director: Engineering Services

The address of the Engineer is : Engineering Services Building  
56 Rooibok Street  
RANDVAAL

**Clause 3.2.3: Specific approval of the Employer's Approval Required**

The Employer's Agent is required to obtain the specific approval of the Employer before executing any of the following functions or duties:

1. Providing consent for subcontracting part of the contract in terms of Clause 4.4.
2. The issuing of an instruction to accelerate progress in terms of Clause 5.7
3. Suspend the progress of the works in terms of Clause 5.11.3.
4. The approval of any extension of time for completion in terms of Clause 5.12.
5. The reduction of a penalty for delay in terms of Clause 5.13.2.
6. The issuing of a variation order in terms of Clause 6.3.2.
7. The giving of a ruling on a contractor's claim in terms of Clause 10.1.5.

**Clause 2: Basis of Contract**

*Add the following Clauses after Clause 2.1:*

- 2.1.1 The Contractor, Employer and Employer's Agent shall carry out their contractual obligations in an honest, fair and reasonable manner and in the spirit of mutual co-operation in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (No. 85 of 1993) and the Construction Regulations promulgated thereunder, as well as any further requirements stipulated in this contract document.
- 1.3.3 The Contractor shall provide proof to the Employer, within fourteen (14) days of the Commencement Date, that he/she has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993).
- 1.3.4 Work will be assigned by means of a Works Order, compiled by the Employer, based on the rates provided in Part **Error! Reference source not found.** : Pricing Data. The contractor shall not commence with any work unless a Works Order or Written Instruction to proceed is provided by the Employer. The total amount indicated in the Summary of the Bill of Quantities is by no means an indication of the amount of work to be completed. It serves only as a means of comparison for tender evaluation purposes.

**Clause 6.2: Security**

*Add the following to Clause 6.2:*

The Deed of Guarantee is to be delivered to the Employer within fourteen (14) days of the Commencement Date for each works order.

The Performance Guarantee shall be worded as set out in the document included in C1.2.

The liability of the guarantee shall be for 10% of the work order.

**Clause 4.6: Contractor's Copyright**

*Add the following to Clause 4.6.1:*

No part of any document issued with this enquiry may be copied, photographed or repeated in any manner or by any process without the written consent of the Engineer. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in the documents and drawings.

The person, firm, or body to whom these documents are issued or made available shall be held jointly and severally responsible in their personal and corporate capacities for any contravention of the requirements of Clause 9.1. The recipients of these documents shall treat the documents as well as the details contained herein as private and confidential.

**Clause 5.3: Commencement of Works**

1.3.1 On receipt of the Employer's Agent's instruction, the contractor shall, save as may be otherwise provided in the contract, or legally or physically impossible, commence carrying out the works. Such instructions shall be subject to the submission by the contractor, and acceptance by the Employers Agent, of documentation as set out in the contract data, which is required before commencing carrying out works.

**Clause 5.4: Access to the Site**

*Add the following to Clause 5.4:*

The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his/her own cost any additional facilities outside the Site required by him/her for the purposes of the Works.

**Clause 5.6: Programme of Works**

Before commencing the Works, the Contractor shall deliver to the Employer's Agent a programme of works for each Works Order as part of the documentation required in Clause 5.3.1.

Should it become clear that the accepted programme does not reflect the actual progress, the Contractor shall deliver to the Employer's Agent a revised programme.

**Clause 8.6: Insurances**

*Add the following to Clause 8.6.1:*

The value of the materials supplied by the Employer to be included in the insurance sum will be determined for each Works Order by the Employer. At this stage however the expected amount is Nil (R 0-00)

**Clause 8.6.1.1.3**

The amount stated in the Contract Data to cover professional fees, not included in the contract

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price, payable in respect of the repair or reinstatement of damage to works or said movables is sum is R 0 (including VAT).

**Clause 8.6.2**

The limit of indemnity for liability insurance is R1 000 000.00 for any single claim – the number of claims to be unlimited during the construction.

**Clause 8.6.1.5: Additional Insurance**

Additional Insurance is required for the following:

- a) Insurance of Construction Plant and Equipment (including tools, offices and other temporary structures and contents) and all other items (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.
- c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
- d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.
- e) The insurance policy held by the Contractor shall cover "wet risks" because a portion of the works will be in the confines of an existing river and storm water channel.

**Clause 8.6: Proof of Payment**

*Add the following to 8.6:*

The Contractor shall within 14 days of the Commencement Date for each Works Order, provide the Employer/Engineer the relevant policy or policies of insurance.

**Clause 5.8: Non-Working Times**

*Replace 5.8 with:*

The special non-working days are the days falling in the year-end break and all gazetted public holidays falling outside the year-end break.

The year-end break commences on 16 December each year and ends on the first Monday after 1 January of the following year.

The Contractor may be required to work outside the normal working hours to accommodate some work on private and/or public properties.

The Contractor shall for the duration of the Contract provide a 24 hour standby service which will cater for work to be carried out, outside the normal working hours on Monday to Friday of any week, or on any special non-working days. The standby service shall have access to sufficient resources (transport, labour, plant and material) to effect any emergency Works at any time during the day or night, for those Works covered by this contract.

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**Clause 5.5: Time for Practical Completion**

*Add the following to 8.6:*

The time for completion of each individual Work Order and/or Assignment shall be stipulated in the relevant clauses contained within the individual Instructions to Proceed.

The whole of the works shall be completed by 30 June 2029

**Clause 5.1.2: Extension to Time Span**

*Add the following:*

“As the works to be performed will be executed over short periods of time, no extension of time will be granted for abnormal weather. Special circumstances and conditions causing delay to the execution of the Works may be motivated to the Engineer \ Employer for consideration of extending individual Works Programmes for specific Works Orders and/or Assignments.”

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature.

Rainfall of 10mm or less per day shall be deemed to be normal climatic conditions.

The whole of the works shall be completed by 30 June 2029

**Clause 5.12.3: Relevant Adjustment to General Items**

*Add the following to Clause 5.12.3*

The cost of time related general items will be calculated on the basis of the number of days in Clause 5.5.1.

**Clause 5.13: Penalty for Delay**

The penalty for failing to complete the Works as per Purchase Order is 1% per day of the value of the Purchase Order up to a maximum of 20% after which the Purchase Order will be cancelled.

**Clause 6.8.2: Application of the Contract Price Adjustment**

*Add the following to Clause 6.8.2:*

This Contract shall not be subject to contract price adjustment for the first year of the contract. Thereafter contract price adjustment, calculated in accordance with applicable CPI values, will apply:

The base month is one month prior to the tender closing date.

**CALCULATION OF CONTRACT PRICE ADJUSTMENT SCHEDULE**

- The value of each monthly certificate shall be increased or decreased by the amount obtained by multiplying “Ac”, defined in Clause 2 of this schedule, by the Contract Price Adjustment Factor, rounded off to the fourth decimal place, determined according to the formula:

$$(1 - x) \left[ \frac{aLt}{Lo} + \frac{bEt}{Eo} + \frac{cMt}{Mo} + \frac{dFt}{Fo} - 1 \right]$$

in which the symbols have the following meaning:

“x” is the proportion of “Ac” which is not subject to adjustment. Unless otherwise stated in the Contract Data, this proportion shall be 0,10.

“a”, “b”, “c” and “d” are the coefficients contained in the Contract Data, which are deemed, irrespective of the actual constituents of the work, to represent the proportionate value of labour, contractors’ equipment, material (other than “special materials” specified in the Contract Data) and fuel respectively. The arithmetical sum of “a”, “b”, “c” and “d” shall be unity.

“L” is the “Labour Index” and shall be the Consumer Price Index (CPI per province) for the national province wherein the larger part of the Site is located, as stated in the Contract Data,

and as published in the Statistical News Release, P0141, Table A of Statistics South Africa.

“P” is the “Plant Index” and shall be the Producer Price Index E for Civil Engineering Plant as published in the Statistical News Release P0142.1, Table 12 of Statistics South Africa.

“M” is the “Materials Index” and shall be the Producer Price Index applicable to the industry as stated in the Contract Data and as published in the Statistical News Release P0142.1, Table 11 of Statistics South Africa.

“F” is the “Fuel Index” and shall be the Producer Price Index for Diesel at wholesale level for the area as stated in the Contract Data and as published in the Statistical News Release P0142.1, Table 12 of Statistics South Africa.

The suffix “o” denotes the base indices applicable to the base month as stated in the Contract Data.

The suffix “t” denotes the current indices applicable to the month in which the last day of the period falls to which the relevant monthly statement relates.

If any index relevant to any particular certificate is not known at the time when the certificate is prepared, the Engineer shall estimate the value of such index. Any correction which may be necessary when the correct indices become known, shall be made by the Engineer in subsequent payment certificates.

2. For the purposes of calculating the adjustment to the value of the relevant monthly statement, the amount “Ac” shall be determined by the formula:

$$Ac = T - S - D - E - G - Ap$$

In which formula the symbols shall have the following meaning:

“T” is the summation of the total value of

- (i) General Items
- (ii) Work done and the
- (iii) Materials on Site

as certified in the monthly statement under consideration without any deduction whatsoever and before any adjustment is made in terms of this Schedule.

“S” is the aggregate of (i), (ii), (iii) and (iv) referred to below and included in “T”

- (i) The amounts actually expended and substituted for any Prime Cost Sums
- (ii) The value of any work done by Selected Subcontractors;
- (iii) The value of any work done against Provisional Sums;
- (iv) The value of any extra or additional work;

where special arrangements for price adjustments in respect of those amounts were made and recorded at the time the work was ordered.

“D” is the value of work included in “T” and done at new fixed rates, where those rates were not based on labour, contractors’ equipment or materials costs in force at the time of tendering. Generally new rates may be based on current costs and de-escalated to the base month of the indices, in which case work done at these rates shall not be included in the value of “D”.

“E” is the amount included in “T” and paid for any daywork executed at cost plus percentage allowances as set out in General Conditions of Contract Clause 6.5.1.2.

“G” is the amount included in “T” for materials classified and dealt with as “special materials”.

“Ap” is the summation of all “Ac” amounts determined in terms of Clause 2 of this Schedule for all monthly statements preceding in time the monthly statement under consideration.

3. Save only for additional work or variations ordered to be carried out after the time for completion, the increase or decrease applied to a monthly statement in terms of this Clause relating to work done or materials supplied after the time for completion shall be half the factor calculated by inserting in the formula referred to in Clause 1 hereof the indices Lt, Pt, Mt and Ft applicable at the Due Completion Date.
- 1.1 The price of each “special material” specified in the Contract Data shall be increased or decreased by the net amount of any variation incurred after the date of tender on the basis set out in the Contract Data, provided that any claim for adjustment in terms hereof shall be substantiated by the submission of acceptable invoices and any other supporting documents that the Engineer considers necessary for the purpose, and provided also that no further adjustment be permitted to the price of any “special material” after the time for completion unless such material forms part of any additional work or variation ordered to be carried out after that date.
- 1.2 For the purposes of Clause 4.1. hereof, “the net amount of any variations” in respect of a particular “special material” shall be calculated by multiplying the difference between the rate or price entered in the Contract Data by the Contractor for that material and the equivalent rate or price actually paid by the Contractor for the material by the quantity of the material in question.
5. If more than one month intervenes between the month applicable to any monthly statement and the month applicable to the immediately succeeding monthly statement, then the indices “Lt”, “Pt”, “Mt” and “Ft” applicable to such succeeding monthly statement shall each be the arithmetic mean, rounded off to the second decimal place, of the relevant indices applicable to the month of measurement and to such intervening months.

#### **Clause 6.8.3: Variation in Cost of Special Materials**

Price adjustments for variations in the costs of special materials are not allowed.

#### **Clause 6.10.1.5: Interim Payments – Materials on Site**

The percentage of materials on site payable but not yet built into the Permanent Works will be **80% (eighty percent)** of the original supplier invoice.

The percentage advance of plant not yet supplied to site is **zero (0) percent**

#### **Clause 6.10.3: Retention Money**

The percentage retention on the amounts due to the Contractor is 0% (zero percent).

#### **Clause 6.10.6: Set-Off and Delayed Payments**

A guarantee in lieu of retention is not permitted.

#### **Clause 9.2: Immediate Termination by the Employer**

*Add the following Clauses after Clause 9.2.1:*

55.1.10 The Contractor fails to provide the required Guarantee and insurances within the

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prescribed time.

55.1.11 The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.

55.1.12 An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.

**Clause 10: Claims and Disputes**

Dispute resolution shall be by ad-hoc adjudication.

**ADDITIONAL CONDITIONS OF CONTRACT**

*The additional Conditions of Contract are:*

**Clause 4: Contractor to Provide Everything Necessary objectives**

The Contractor is to provide all labour, material, workmanship, machinery and everything which is or may be necessary in and for the execution and entire completion of the Contract in accordance with the Conditions of Contract, and Scope of Work.

**Clause 4: Details to be Confidential**

The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Engineer.

**Clause 4: Labour-intensive component of the works****Clause 4: Payment**

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

**Clause 4: Applicable labour laws**

The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below (*in italics for ease of reference*), shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

***"1 Introduction***

*1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.*

*1.2 In this document –*

- (a) "department" means any department of the State, implementing agent or contractor;*
- (b) "employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;*
- (c) "worker" means any person working in an elementary occupation on a SPWP;*
- (d) "elementary occupation" means any occupation involving unskilled or semi-skilled work;*
- (e) "management" means any person employed by a department or implementing agency to administer or execute an SPWP;*
- (f) "task" means a fixed quantity of work;*
- (g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;*
- (h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;*
- (i) "time-rated worker" means a worker paid on the basis of the length of time worked.*

**2 Terms of Work**

**Tender**

**C1.1**

**Contract Data**

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- 2.1 *Workers on a SPWP are employed on a temporary basis.*
- 2.2 *A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.*
- 2.3 *Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.*

### **3 Normal Hours of Work**

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

#### **4 Meal Breaks**

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

#### **5 Special Conditions for Security Guards**

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

#### **6 Daily Rest Period**

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

#### **7 Weekly Rest Period**

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

#### **8 Work on Sundays and Public Holidays**

- 8.1 *A worker may only work on a Sunday or public holiday to perform emergency or security work.*
- 8.2 *Work on Sundays is paid at the double the ordinary rate of pay.*
- 8.3 *A task-rated worker who works on a public holiday must be paid –*
  - (a) *the worker's daily task rate, if the worker works for less than four hours;*
  - (b) *double the worker's daily task rate, if the worker works for more than four hours.*
- 8.4 *A time-rated worker who works on a public holiday must be paid –*
  - (a) *the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;*
  - (b) *double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.*

#### **9 Sick Leave**

- 9.1 *Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.*
- 9.2 *A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.*
- 9.3 *A worker may accumulate a maximum of twelve days' sick leave in a year.*
- 9.4 *Accumulated sick-leave may not be transferred from one contract to another contract.*
- 9.5 *An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.*
- 9.6 *An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.*
- 9.7 *An employer must pay a worker sick pay on the worker's usual payday.*
- 9.8 *Before paying sick-pay, an employer may require a worker to produce a certificate stating that*

- the worker was unable to work on account of sickness or injury if the worker is –*
- (a) absent from work for more than two consecutive days; or*
  - (b) absent from work on more than two occasions in any eight-week period*
- 9.9 *A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.*
- 9.10 *A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.*

## **10 Maternity Leave**

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

## **11 Family responsibility leave**

- 11.1 *Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -*
- (a) when the employee's child is born;*
  - (b) when the employee's child is sick;*
  - (c) in the event of a death of –*
    - (i) the employee's spouse or life partner;*
    - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.*

## **12 Statement of Conditions**

- 12.1 *An employer must give a worker a statement containing the following details at the start of employment –*
- (a) the employer's name and address and the name of the SPWP;*
  - (b) the tasks or job that the worker is to perform; and*
  - (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;*
  - (d) the worker's rate of pay and how this is to be calculated;*
  - (e) the training that the worker will receive during the SPWP.*
- 12.2 *An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.*

12.3 An employer must supply each worker with a copy of these conditions of employment.

### **13 Keeping Records**

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

- (a) the worker's name and position;
- (b) in the case of a task-rated worker, the number of tasks completed by the worker;
- (c) in the case of a time-rated worker, the time worked by the worker;
- (d) payments made to each worker.

13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

### **14 Payment**

14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

14.2 A task-rated worker will only be paid for tasks that have been completed.

14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

14.4 A time-rated worker will be paid at the end of each month.

14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

14.6 Payment in cash or by cheque must take place –

- (a) at the workplace or at a place agreed to by the worker;
- (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (c) in a sealed envelope which becomes the property of the worker.

14.7 An employer must give a worker the following information in writing –

- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;
- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.

14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it

14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

**15 Deductions**

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

**16 Health and Safety**

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

**17 Compensation for Injuries and Diseases**

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

**18 Termination**

- 18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 18.2 A worker will not receive severance pay on termination.
- 18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- 18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- 18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

**19 Certificate of Service**

19.1 *On termination of employment, a worker is entitled to a certificate stating –*

- (a) the worker's full name;*
- (b) the name and address of the employer;*
- (c) the SPWP on which the worker worked;*
- (d) the work performed by the worker;*
- (e) any training received by the worker as part of the SPWP;*
- (f) the period for which the worker worked on the SPWP;*
- (g) any other information agreed on by the employer and worker.”*

**Part 2: Data Provided by the Contractor**

**Clause 1.2.2: Delivery of Notices**

The name of the Contractor is .....

The address of the Contractor is .....

Physical Address

Postal Address

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

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

Telephone: .....

Fax: .....

Email: .....

**SIGNED ON BEHALF OF/BY THE TENDERER:**

**NAME**

**SIGNATURE**

**CAPACITY**

**DATE**

Performance Guarantee

Reference No. 8/2/2/436RE (4SO or 3SOPE) (2026-2029)

MIDVAAL LOCAL MUNICIPALITY

CONTRACT NO: 8/2/2/436RE (4SO or 3SOPE) (2026-2029)

C1.2. Performance Guarantee

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means: .....

Physical address: .....

“Employer” means:

“Contractor” means:” .....

“Engineer” means: Executive Director: Engineering Services and/or such person or persons or their successors duly appointed by the Employer in writing.

“Works” means: .....

“Site” means:.....

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

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

Amount in words:.....

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

Amount in words:.....

“Expiry Date” means:.....

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

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

**Performance Guarantee****Reference No. 8/2/2/436RE (4SO or 3SOPE) (2026-2029)**

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

**Performance Guarantee****Reference No. 8/2/2/436RE (4SO or 3SOPE) (2026-2029)**

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

Performance Guarantee

Reference No. 8/2/2/436RE (4SO or 3SOPE) (2026-2029)

SIGNED AT: .....

**GUARANTOR (1)**

**SIGNATURE**

**DATE**

**CAPACITY**

**GUARANTOR (2)**

**SIGNATURE**

**DATE**

**CAPACITY**

**WITNESS (1)**

**SIGNATURE**

**WITNESS (2)**

**SIGNATURE**

**Tender**

**C1.3  
Adjudication**

**Reference No. 8/2/2/436RE (4SO or 3SOPE) (2026-2029)**

**MIDVAAL LOCAL MUNICIPALITY**

**CONTRACT NO: 8/2/2/436RE (4SO or 3SOPE) (2026-2029)**

### **C1.3. Adjudication**

Adjudication shall be carried out in terms of Clause 10 of the General Conditions of Contract.

Tender

C1.4

**Occupational Health And Safety Agreement**

Reference No. 8/2/2/436RE (4SO or 3SOPE) (2026-2029)

MIDVAAL LOCAL MUNICIPALITY

CONTRACT NO: 8/2/2/436RE (4SO or 3SOPE) (2026-2029)

**C1.4. Occupational Health and Safety Agreement**

**AGREEMENT MADE AND ENTERED INTO BETWEEN Error! Reference source not found. (HERE IN AFTER CALLED THE "EMPLOYER") AND**

.....  
(Contractor/Mandatory/Company/CC Name)

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

I, .....  
representing

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

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

COID ACT Registration Number: .....

OR Compensation Insurer: ..... Policy No.: .....

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

I further undertake to ensure that any subcontractors employed by me will enter into an Occupational Health and Safety Agreement separately, and that such subcontractors comply with the conditions set.

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

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

Signed at ..... on the ..... day of ..... 20 .....

**SIGNED BY/ON BEHALF OF CONTRACTOR - MANDATORY**

Tender

C1.4

**Occupational Health And Safety Agreement**

Reference No. 8/2/2/436RE (4SO or 3SOPE) (2026-2029)

\_\_\_\_\_  
**NAME**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

Tender

C1.4

**Occupational Health And Safety Agreement**

**Reference No. 8/2/2/436RE (4SO or 3SOPE) (2026-2029)**

Signed at ..... on the ..... day of ..... 20 .....

**SIGNED BY/ON BEHALF OF Error! Reference source not found.**

**NAME**

**SIGNATURE**

**DATE**

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

**Occupational Health and Safety Conditions**

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer’s premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he/she, his/her employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his/her employees and/or his/her sub-contractor/s.

**Tender**

**C1.4**

**Occupational Health And Safety Agreement**

**Reference No. 8/2/2/436RE (4SO or 3SOPE) (2026-2029)**

11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

## **C1.5. Contract of Temporary Employment as Community Liaison Officer (CLO)**

Contract .....

PROJECT in .....

AGREEMENT made between the CONTRACTOR .....  
the .....hereafter referred  
to as the Project Steering Committee (PSC), and the Community Liaison Officer, hereafter referred to as the  
CLO, for the appointment and employment of a Community Liaison Officer for the duration of the work in  
their designated area.

### **1. THE PARTIES HAVE AGREED THAT**

The Community Liaison Officer .....

of .....

has been nominated by the PSC. The CLO will be employed by the CONTRACTOR

..... on a temporary basis for the duration  
of the work from the date of signing this agreement to the date of practical completion as defined in the  
Contract, subject to all the conditions set out below.

### **2. THE DUTIES OF THE COMMUNITY LIAISON OFFICER SHALL BE:**

1. to keep the Forum and the community informed on the progress of the project;
2. to keep the Contractor informed on relevant Community affairs and possible grievances;
3. to manage the recruitment of workers;
4. to assist the Contractor's supervisory staff in the management of the workers.

### **3. THE FOLLOWING CONDITIONS OF EMPLOYMENT SHALL APPLY:**

The Conditions of Temporary Employment as applicable on this Contract for the workers recruited  
from the Community shall apply equally to the CLO, except that the rate of remuneration shall be  
R400.00 per working day. These conditions that apply are listed below as they appear in the Contract  
of Temporary Employment:

3.1 If required to work on a statutory public holiday or Sunday the payment will be double the  
amount stated in the previous paragraph.

3.2 Maximum hours of work:

- (i) 9¼ hours per day
- (ii) 45 hours per week;
- (iii) 5 days per week;
- (iv) 5 hours without an interval, whereupon there shall be an interval of at least 30 minutes;
- (v) A spread-over period of 12 hours.

3.3 The CLO shall be entitled to payment where he is prevented from working by reasons which  
are within the control of the Contractor.

3.4 On days when it is raining the Contractor may, before 9 a.m., decide not to open the site and there will be no pay.

If the Contractor closes the site between 9 a.m. and 1 p.m., the CLO will be paid half the daily wage.

If the site works later than 1 p.m., the CLO will be paid the full daily wage.

3.5 Workers and the CLO will not be permitted to work under conditions of:

- (i) undisciplined or unruly behavior;
- (ii) insubordination to Team Leader, Supervisors or Management;
- (iii) abuse of intoxicating substances;
- (iv) criminal actions by the employee;
- (v) strike action or political stayaways.

3.6 Discipline. Workers may be dismissed after two official written warnings for the following behavior:

- (i) undisciplined or unruly behavior;
- (ii) insubordination to Team Leader, Supervisors or Management;
- (iii) abuse of intoxicating substances;
- (iv) willful or negligent damage to or loss of machines or equipment.

The Contractor shall ensure that he has statements from at least two witnesses concerning any of the above situations.

The Contractor shall inform the PSC within 24 hours of any warning issued. The PSC has undertaken to review such issues within 5 days.

3.7 The CLO will be paid on a Friday afternoon every two weeks, one week in arrears.

3.8 The CLO shall be given a statement with each payment on which is recorded:

- (i) the name of the Contractor;
- (ii) the CLO's name;
- (iii) the number of days worked by the CLO;
- (iv) the rate per day;
- (v) the details of any deductions made;
- (vi) the actual amount paid to the CLO.

3.9 No deduction shall be made from the remuneration except where the CLO consents in writing or unless the Contractor is permitted or required to do so by law or the order of any competent court.

3.10 The CLO shall be supplied free of charge with all health and safety equipment required by the Occupation Health and Safety Act. The equipment shall remain the property of the Contractor.

3.11 The Contractor must give the CLO at least one week's notice of the termination of the Contract of Temporary Employment. If this is not done, the CLO must be paid earnings for five days. This condition does not apply if the CLO is dismissed.

3.12 At the end of the period of temporary employment, the Contractor shall provide a Certificate of Service recording the Contractor's name, the CLO's name and address, the period of service, the type of work on which the CLO was engaged and the rate of remuneration on

termination.

**4. TERMINATION OF AGREEMENT**

4.1 If the CLO can no longer perform and execute his/her duties as detailed in this agreement, this agreement will be terminated without prejudice to any rights under this agreement.

4.2 If the appointed CLO is, for any reason, no longer recognised by the PSC. This agreement will be terminated without prejudice to any further rights under this agreement.

**5. THE CONDITIONS OF THIS AGREEMENT**

5.1 The parties expressly declare that this agreement contains all the conditions negotiated between them, and no condition or stipulation not contained herein shall be binding upon the parties.

**6. THUS AGREED AND SIGNED BY THE PARTIES:**

PSC Chairperson:

.....

Contractor.....

Community Liaison officer: .....

Date: .....

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## **VOLUME 1**

### **PART 1: FORMS AND SECURITIES**

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## **C1.3 FORMS AND SECURITIES**

### **FORMS FOR COMPLETION BY THE CONTRACTOR**

**THE FOLLOWING FORMS ARE TO BE COMPLETED BY THE CONTRACTOR AFTER THE TENDER HAS BEEN AWARDED TO THE SUCCESSFUL TENDERER**

- a) Form of Guarantee
- b) Agreement in terms of the Occupational Health and Safety Act
- c) Occupational Health and Safety Indemnity Undertaking

The forms will be completed by the Contractor who will be instructed to do so in the Form of Acceptance. The completed forms will become part of the Contract.

The Form of Guarantee is a pro forma document. The Contractor will provide an original document, from a financial institution, with the same text within the time stated in the Contract Data. Only a Bank or approved Insurance Company or Guarantee Corporation is acceptable as Guarantor.

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**C1.3.1 Form of Guarantee**

**TO BE PRINTED ON THE OFFICIAL LETTERHEAD OF THE GUARANTOR.**

**PERFORMANCE GUARANTEE**

Contract No. 8/2/2/436RE (2025-2025)

WHEREAS Midvaal Local Municipality (hereinafter referred to as “the Employer” or “beneficiary”) entered into a Contract with

\_\_\_\_\_ (hereinafter called “the Contactor”)

on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the construction of

\_\_\_\_\_ at \_\_\_\_\_

AND WHEREAS it is provided by such Contract that the Contractor shall provide The Employer with security by way of a guarantee for the due and faithful fulfillment of such Contract by the Contractor;

AND WHEREAS \_\_\_\_\_ has/have at the request of the Contractor, agreed to give such guarantee; NOW THEREFORE WE, \_\_\_\_\_

\_\_\_\_\_ do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to The Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which The Employer may take under such Contract, or of any modification, variation, alterations of the completion date which The Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by The Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of \_\_\_\_\_ (R\_\_\_\_\_)
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.
7. We hereby choose our address for the serving of all notices for all purposes arising here from as \_\_\_\_\_

IN WITNESS WHEREOF this guarantee has been executed by us at \_\_\_\_\_

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on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

As witnesses:

1. \_\_\_\_\_ Signature \_\_\_\_\_

2. \_\_\_\_\_ Signature \_\_\_\_\_

Duly authorized to sign on behalf of \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**C1.3.2 Health and Safety Contract Between Employer and Contractor In Terms of Section 37(2) Of The Occupational Health and Safety Act No 85 Of 1993**

Written agreement between Midvaal Local Municipality (hereinafter referred to as “the

Employer) and \_\_\_\_\_ (hereinafter referred to as “the mandatory”) as envisaged by Section 37(2) of the Occupational Health and Safety Act, No. 85, of 1993 as amended.

I \_\_\_\_\_ representing

\_\_\_\_\_ (mandatory) do hereby acknowledge that

\_\_\_\_\_ (mandatory) is an employer in its own right and shall be regarded as the employer for purposes of the contract work specified in the body of the principal agreement with duties as prescribed in the Occupational Health and Safety Act, No. 85 of 1993 as amended so as to ensure that all work will be performed or machinery and plant used in accordance with the provisions of the said Act. I furthermore agree to comply with the requirements of the Employer as contained in the Occupational Health and Safety Specification included with the principal agreement and to liaise with the employer should I, for whatever reason, be unable to perform in terms of this agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_

Signature on behalf of mandatory \_\_\_\_\_

Signature on behalf of Employer \_\_\_\_\_

**Compensation Fund Registration No. of mandatory** \_\_\_\_\_

Good Standing Certificate :       yes       no      (tick one box)

<b>Volume</b>	1					
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### **C1.3.3 Health and Safety Contract: General Information**

1. The Occupational Health and Safety Act comprises Sections 1 to 50 and all un-repealed regulations promulgated in terms of the former Machinery and Occupational Safety Act No 6 of 1983 as amended, as well as other regulations which may be promulgated in terms of the OHS Act.
2. 'Mandatory' is defined as including an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an employer or user of plant and machinery
3. Section 37 of the Occupational Health and Safety Act potentially punishes employers (principals) for the unlawful acts or omissions of mandataries (contractors) save where a written agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act by the mandatory.
4. All documents attached or referred to in the above agreement form an integral part of the agreement.
5. To perform in terms of this agreement mandataries must be familiar with the relevant provisions of the Act.
6. Mandataries who utilise the services of their own mandataries (subcontractors) are advised to conclude a similar written agreement.
7. Be advised that this agreement places the onus on the mandatory to contact the Employer in the event of inability to perform as per this agreement. The Employer, however, reserves the right to unilaterally take any steps as may be necessary to enforce this agreement.
8. The contractor shall be responsible for the full and proper implementation of the terms and provisions of the Act and its regulations in the area in which the work is to be undertaken by the Contractor.
9. The Contractor shall be responsible for the well-being, in relation to health and safety, of all persons coming upon or into such area in accordance with that legislation, including the implementation of any directives issued by management of the Employer in this respect.
10. The work to be done is \_\_\_\_\_
11. The area in which the work is to be conducted is \_\_\_\_\_
12. The Contractor shall familiarise himself with such area and all risks existing thereon and undertakes to report to the representative of the Employer any hazard or risk to health and safety which arises during the contract work in the area concerned and over which the Contractor may have no control. All necessary and appropriate safety / health equipment shall be issued by the Contractor to all persons working on or coming into the area.

<b>Volume</b>	1					
<b>Part</b>	T1	T2	<b>C1</b>	C2	C3	C4

**C1.3.3.1 Occupational Health and Safety Indemnity Undertaking**

I, the undersigned \_\_\_\_\_  
in my capacity as \_\_\_\_\_  
of the firm \_\_\_\_\_

- 1.0 hereby undertake to ensure that I/my firm and/or employees and/or subcontractors and/or his employees -
  - 1.1 comply strictly with the provisions of the Occupational Health and Safety Act of 1993 (as amended) and/or the regulations promulgated in terms thereof, with specific reference to section 37(2) of the said act, as well as any relevant legislation, in the course of the performance/execution of any service and/or work in, to or on any of the Employer's buildings, construction sites and/or premises;
  - 1.2 ensure that consultants and/or visitors comply with any instructions and measures relating to occupational health and safety, as prescribed by the Employer; and
  - 1.3 comply strictly with the statutorily prescribed work systems, operational equipment, machinery and occupational health and safety conditions;
- 2.0 and as an independent employer and contractor, hereby indemnify, in terms of the above undertakings, the Employer -
  - 2.1 in respect of any costs that I/my firm and/or employees and/or subcontractors and their employees may incur of necessity in compliance with the above undertakings; and
  - 2.2 against any claims that may be instituted against the Employer and/or any liability that the Employer may incur, whether instituted and/or caused by me/my firm's employees, agents, consultants, subcontractors and/or their employees and visitors or the Employer's clients or neighbours in respect of any incidents related to my/my firm's activities and as a result of which the occupational health and safety of the persons involved have been detrimentally affected; and
  - 2.3 against similar claims that I, managers or directors of my firm may have against the Employer and any damages for which I, managers or directors of my firm hold the Employer liable.
- 3.0 My firm's compensation commissioner number is \_\_\_\_\_  
and I confirm that my firm and its subcontractors' fees have been paid up and obligations in respect of the compensation commissioner have been complied with and further that I shall furnish proof thereof in writing on request.

<b>Volume</b>	1					
<b>Part</b>	T1	T2	<b>C1</b>	C2	C3	C4

4.0 I hereby confirm that I have the authority to sign this indemnity undertaking and that the Employer is not obliged to confirm such confirmation.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day  
 of \_\_\_\_\_

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Capacity

As witnesses:

1 \_\_\_\_\_

2 \_\_\_\_\_

<b>Volume</b>	<b>1</b>					
<b>Part</b>	T1	T2	C1	<b>C2</b>	C3	C4

Contract 8/2/2/436RE (2026-2029)(4SOor 3SOPE) Page (i)

Internal Plumbing Repairs on Indigent Households  
and Implementation of Water Conservation or Water  
Saving Awareness on an as and When Required Basis  
From 1 July 2026 To 30 June 2029  
for 36 Months from Date of Award

**Pricing Data**



## VOLUME 1

## PART 2: PRICING DATA

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Employer:		Contractor:	
Witness:		Witness:	

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## C2 PRICING DATA

### C2.1 PRICING INSTRUCTIONS

#### C2.1.1 General Preamble to the Bill of Quantities

- a) All items in the Schedule of Rates, except where otherwise specified in Clause 8 of a Standardized Specification or in the Project Specification, shall be measured and shall cover operations as recommended in the standard system of measurement of civil engineering quantities, published under the title "Civil Engineering Quantities", by the South African Institution of Civil Engineering.
- b) The basis and principles of measurement and payment are described in this section (Pricing Instructions) and Clause 8 of each of the Standardized Specifications for Civil Engineering Construction. The applicable SANS 1200 Standardized Specifications are listed in the Scope of Work, Portion 1: Project Specification. Variations and amendments to the Standardized Specifications are contained in the Scope of Work, Portion 2: Variations and Additions to the Standardized Specifications.
- c) Descriptions in the Schedule of Rates are abbreviated and comply generally with those in the Standardized Specifications. Clause 8 of each Standardized Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardized Specification or the Scope of Work, conflict with the terms of the Schedule of Rates, the requirements of the Standardized Specification or Scope of Work, as applicable, shall prevail.
- d) The clauses in a specification in which further information regarding the Schedule item may be found are listed in the "Payment Refers" column in the Schedule. The reference clauses indicated are not necessarily the only sources of information in respect of listed items. Further information and specifications may be found elsewhere in the Contract Documents. Standardized Specifications are identified by the letter or letters which follow SANS in the SANS 1200 series of specifications, e.g. G for SANS 1200G.
- e) Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- f) The quantities set out in the Schedule of Rates are the estimated quantities of the Contract Works, but the Contractor shall be required to undertake whatever quantities may be directed by the Employer from time to time. The Contract Price for the completed Works shall be computed from the actual quantities of work done, valued at the relevant unit rates and/or prices.
- g) The rates and/or prices to be inserted in the Schedule of Rates are to be the full inclusive prices for the work described under the several items. Such rates and/or prices shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents, as well as overhead charges and profit. Reasonable charges shall be inserted as these shall be used as a basis for assessment of payment for additional work that may have to be carried out.
- h) A price or rate is to be entered against each item in the Schedule of Rates, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule.
- i) The units of measurement described in the Schedule of Rates are metric units. Alternatives used are as follows :

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m <sup>2</sup>	=	square metre	No.	=	number
m <sup>2</sup> pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m <sup>3</sup>	=	cubic metre	MN.m	=	meganewton-metre

Employer:		Contractor:	
Witness:		Witness:	

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m <sup>3</sup> km	=	cubic metre-kilometre	P Csum=	Prime Cost sum
l	=	litre	Prov sum=	Provisional sum
kl	=	kilolitre	%	= percent
MPa	=	megapascal	kW	= kilowatt

j) For the purpose of this Schedule of Rates, where applicable, the following words shall have the meanings hereby assigned to them:

- Unit : The unit of measurement for each item of work as defined in the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).
- Quantity : The number of units of work for each item.
- Rate : The agreed payment per unit of measurement.
- Amount : The product of the quantity and the agreed rate for an item.
- Lump sum : An agreed amount for an item, the extent of which is described in the Bills of Quantities but the quantity of work of which is not measured in any units.

k) Arithmetical errors in the Schedule of Rates shall be corrected in accordance with Clause F3.9 of the Conditions of Tender. Should there be any discrepancy between rates and/or prices written in the Assessment Schedule and the Schedule of Rates, the latter shall govern.

l) The Schedule of Rates shall be completed by hand in **BLACK PEN INK**.

**C2.1.2 Management, coordination and administration**

**No provisions have been made for separate pricing of Preliminary and General items, in terms of SANS 1200A, SANS 1200 AA or SANS 1200AB, in the bill of quantities. Provision has, however, been made for Fixed charge items (Sum) for which shall include all fixed charge related items for the duration of the Contract including the cost for office accommodation, travelling and transporting plant and equipment within the boundaries of Midvaal Local Municipality, and all other Preliminary and General related costs. Further a time related item has been allowed to cover the expense required to meet the reporting and Management requirements**

**C2.1.3 Sufficiency of tender**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the construction of the Works and of the rates and prices, which rates and prices shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and completion of the Works.

**C2.1.4 Special payment conditions**

This clause shall be read in conjunction with the 'Penalties' clause(s). Where the penalty clause shall always receive precedence over this clause, should it be found that duplicative financial corrective measures exist.

**C2.1.4.1 Applicability of payment items**

All payment items forming part of this Contract shall not apply to ordered Works completed by the Contractor under this Contract, where completed Works:

- were not completed to acceptable quality;
- were not issued by the Employer;
- are still within the defects and liability period; or
- were not accepted by the Employer or his duly authorised representative.

**C2.1.4.2 Provided previously**

The Contractor shall **NOT RE-EXECUTE WORKS** under this Contract where he had executed works for the Employer under a previous contract(s).

Employer:		Contractor:	
Witness:		Witness:	

<b>Volume</b>	1					
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The Employer shall at his sole discretion decide to re-execute such works.

**C2.1.4.3 Working outside normal hours**

The additional costs, if any, to perform works outside normal working hours shall be deemed to have been allowed for in the provided activity pricing rates and/or prices.

**C2.1.4.4 Materials and equipment**

**C2.1.4.4.1 Materials**

The Employer shall not provide any materials, as this shall be provided by the Contractor and deemed to have been included in the various provided activity rates and prices.

**C2.1.4.4.2 Equipment**

The Employer shall not provide any works equipment, as this shall be provided by the Contractor and deemed to have been included in the various provided activity rates and prices.

**C2.1.4.4.3 Damage to materials provided by the Employer**

Where the Contractor or public damage any materials, provided by the Employer, whilst in the care of the Contractor, he shall immediately report such damage, arrange for the replacement and all replacement costs shall be at his expense.

**C2.1.4.5 Permits and way-leaves**

All associated costs to obtain permits and way-leaves as required for the execution of the works, where such affect other services, shall be deemed to have been included in the scheduled rates for SANS 1200A or SANS 1200AA or SANS 1200AB where pricing provision for such items have been allowed for in the pricing schedules, alternatively it shall be deemed to be included the various scheduled activity rates or prices provided by the Contractor.

**C2.1.4.6 Locating Customer Erf**

The cost for locating a customer erf shall be deemed to have been included in the various provided activity rates and prices. No additional or separate payment for locating shall be entertained by the Employer.

**C2.1.4.7 Locating existing service**

The cost to locate existing services shall be included in the various works activity pricing rates and/or prices, including any excavations required and the provision and use of service detection personnel and equipment.

**C2.1.4.8 Confined space**

The Contractor shall note that work activities shall be executed within confined spaces and it shall be deemed that allowance has been made in all provided activity pricing rates and/or prices.

**C2.1.4.9 Concrete**

Descriptions (prices) of concrete work shall be deemed to include the design of concrete mixes and all testing of concrete and materials other than compressive strength testing of concrete samples from concrete being placed in the works (the Contractor shall only be entitled to payment for those samples and compressive strength tests called for by the Employer or his duly authorized representative and which pass the test requirements), handling and depositing (by hoisting or lowering) concrete in the forms, working and packing concrete around reinforcement, all "construction joints" other than "designated joints" as defined in SANS 1200G which are given separately, shaping tops of components as required and striking off and curing.

Employer:		Contractor:	
Witness:		Witness:	

<b>Volume</b>	1					
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Descriptions (prices) of concrete in surface beds cast in panels shall be deemed to include formwork, fillets and the like in forming the panels.

**C2.1.4.10 Testing**

The cost of testing of the ordered Works shall be included the various applicable Works items. In particular those:

- clearly intended by or provided for in the specifications.
- involving testing or tests to ensure that the design of the whole of the Works or any part of the Works is appropriate for the purpose which it was intended to fulfil.

No additional or separate payment for testing shall be entertained by the Employer.

**C2.1.4.11 Cost of samples**

All samples shall be supplied by the Contractor at his own cost unless the supply thereof is clearly intended in the specifications or Bill of Quantities to be at the cost of the Employer. Payment shall not be made for samples which do not comply with the specifications.

**C2.1.4.12 Assessment of meter and/or fittings**

The cost of assessing a meter and/or fitting(s) not forming part of the ordered Works, whilst executing ordered work shall be included the various Works items. No additional or separate payment for this assessment shall be entertained by the Employer. **Failure on the part of the Contractor to properly execute this assessment shall result in a 10% deduction of the total cost of the ordered Works for the associated site.**

**C2.1.4.13 Return of removed meters and fittings**

The Employer or his duly authorised representative shall only approve payment for ordered Works, where the Contractor provides proof that the removed meter and/or fitting has been returned to the area depot.

Where the Contractor fails to return any removed meter and/or fitting to the area depot, on completion of the ordered Works, he shall not be paid for the entire ordered Works at the associated property.

**C2.1.4.14 Failure to submit reports and associated visual media**

The Contractor's payment certificate shall be accompanied by confirmation from the Employer or his duly authorised representative that items listed for payment have been successfully executed and/or delivered as required. Failure to obtain such confirmation from the Employer or his duly authorised representative shall result in non-payment of the Contractor's payment certificate until the default has been corrected or the deemed incomplete items are excluded from the payment certificate.

**C2.1.4.15 Payment ONLY for works completed**

The Contractor shall note that payment shall only be made for Works activities successfully (delivering the end result) executed, complying with the quality requirements and provided to the Employer or his duly authorized representative.

**C2.1.4.16 Payment for the Labour-Intensive Component of the Works**

Those parts of the works to be constructed using labour-intensive methods are marked in the bill of quantities with the letters LI either in a separate column or as a prefix or suffix against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a deviation from the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.

Employer:		Contractor:	
Witness:		Witness:	

Where minimum labour intensity is specified in the design, the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity targets.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment. Any non-payment for such works shall not relieve the Contractor in any way from his obligations in contract

Employer:		Contractor:	
Witness:		Witness:	

<b>Volume</b>	1					
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Item No	Payment Reference	Description	Unit	Quantity	Unit Rate	Amount
	<b>SANS 1200 A, PSA 8.5</b>	<b>PART 1 : PRELIMINARY AND GENERAL</b>				
		SECTION 1200 A				
		SECTION: GENERAL				
1.1	<b>8.3</b>	<b>FIXED-CHARGE AND VALUE-RELATED ITEMS</b>				
	8.3.1	Contractual Requirements, facilities required by Contractor, general responsibilities, site on completion for projects up to the following values: (before establishment and removal thereof adding P&G's)				
1.1.2		Works Order value up to R 50 000:	%	R 50,000.00		
1.1.3		Works Order value above R 50 000 and up to R 100 000:	%	R 100,000.00		
1.1.4		Works Order value above R 100 000 and up to R 500 000:	%	R 500,000.00		
1.1.5		Works Order value above R 500 000 and up to R 1 000 000:	%	R 1,000,000.00		
1.1.6		Works Order value above R 1 000 000 and up to R 3 000	%	R 3,000,000.00		
1.2	<b>8.4</b>	<b>TIME RELATED CHARGES</b>				
	8.4.1	Contractual Requirements, general responsibilities and other time related obligations as a percentage of Works Order value (determined above):	%	R 500,000.00		
1.2.1		Works Order value up to R 50 000:	%	R 50,000.00		
1.2.2		Works Order value above R 50 000 and up to R 100 000:	%	R 100,000.00		
1.2.3		Works Order value above R 100 000 and up to R 500 000:	%	R 500,000.00		
1.2.4		Works Order value above R 500 000 and up to R 1 000 000:	%	R 1,000,000.00		
1.2.5		Works Order value above R 1 000 000 and up to R 3 000	%	R 3,000,000.00		
1.3	PSA 8.5.	Additional tasks ordered by Engineer	Prov Sum	1		R200,000.00
1.4		(2) Percentage charges on profit of R200 000,00 as per 1.3 above	%			
1.5		(b) (1) Two week basic plumber training course provided by an approved service provider	Prov Sum			R75,000.00
1.6		(2) Percentage charges and profit of R75 000,00 on (1.6) above	%			
1.7	PSA 8.5	Allow for payment of Community Liason Officer (CLO)	Month	1	R6,500.00	
1.8		Overheads charges and profit of R78 000,00 on (1.7) above	%			
1.9		Allow for OHS Officer	Month	1		
<b>TOTAL CARRIED FORWARD</b>						

ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>TOTAL BROUGHT FORWARD</b>						
1.10	SANS 1200 A 8.7	<b>DAYWORKS (On written Instruction by the Employer's Agent Only During Non-Working Hours)</b>				
1.10.1		i) Contracts Manager	hours	1		
1.10.2		ii) Registered Plumber	hours	1		
1.10.3		iii) OHS Officer	hours	1		
1.10.4		iv) Semi-skilled labour/s	hours	1		
1.10.5		vi) Labourer/s (Unskilled)	hours	1		
		b) Plant hire: Work rates on Site				
1.10.6		i) Vehicle	hours	1		
	OHS	<b>OCCUPATIONAL HEALTH AND SAFETY</b>				
1.11		Allow for Compliance with OHS Act by submitting an overall, general safety plan	Sum	1		
	PEM	<b>ENVIRONMENTAL MANAGEMENT PLAN</b>				
1.12		Compliance with Environmental Management Plan (Based on Work Order Amount determined above)	Sum	1		
		<b>DOCUMENTATION</b>				
1.13		Completion of triplicate job card and signed off by Engineer's Representative including photos and GPS co-ordinates as required and distributing of awareness pamphlets at each visited household	No.	1		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						

Item No	Payment Reference	Description	Unit	Quantity	Unit Rate	Amount
<b>PART 2: PLUMBING</b>						
<b>Supply and install water tap plumbing fittings as listed below</b>						
2.1		Supply and install tap washer or equivalent Rate to allow for possible replacement of				
2.1.1		15mm Tap Washer LP P/100				
2.1.2		15mm Tap Washer P/100	No	1		
2.1.3		20mm Tap Washer P/100	No	1		
2.1.4		Washer Conical 15mm Tap P/100	No	1		
2.1.5		Washer Conical 20mm Tap P/100	No	1		
2.1.6			No	1		
2.2		Supply and install washer plate (jumper) or equivalent Rate to allow for possible replacement of				
2.2.1		15mm Washer Plate Brass LP	No	1		
2.2.2		20mm Washer Plate Brass	No	1		
2.2.3			No	1		
2.3		Supply and install head part or equivalent complete with fibre washer for				
2.3.1		15mm Plain Pillar/Bibtap RB (200-15)	No	1		
2.3.2		15mm Hose Pillar/Bibtap RB (208-15)	No	1		
2.3.3		15mm Hose Pillar/Bibtap RB (209-15)	No	1		
2.3.4		20mm Plain Pillar/Bibtap RB (200-20)	No	1		
2.3.5		20mm Hose Pillar/Bibtap RB (208-20)	No	1		
2.4		Supply and install complet tap or equivalent to SANS 226 Type 2				
2.4.1		15mm Plain Pillar/Bibtap RB (200-15)	No	1		
2.4.2		15mm Hose Pillar/Bibtap RB (208-15)	No	1		
2.4.3		15mm Hose Pillar/Bibtap RB (209-15)	No	1		
2.4.4		20mm Plain Pillar/Bibtap RB (200-20)	No	1		
2.4.5		20mm Hose Pillar/Bibtap RB (208-20)	No	1		
<b>TOTAL CARRIED FORWARD</b>						

Item No	Payment Reference	Description	Unit	Quantity	Unit Rate	Amount
Amount brought forward						
2.5		<b>Supply and install toilet plumbing fittings as listed below</b>				
		Supply and install toilet outlet washer and adjust valve to avoid any possible leakage Rate to allow for possible replacement of				
2.5.1		Washer Cistern Beta Flat 10mm Hole	No	1		
2.5.2		Washer Cistern Beta Flat Type 32mm Flat	No	1		
2.5.3		Washer Cistern Hi-Flo (Double lip)	No	1		
2.5.4		Washer Cistern Beta Red 32mm (Lipped)	No	1		
2.5.5		Washer For Supaflush 32/65mm	No	1		
2.6		Supply and install toilet inlet washer and adjust valve to avoid any possible leakage Rate to allow for possible replacement of				
2.6.1		Floatvalve Kleenflo SANS SI 15mm FP3	No	1		
2.6.2		Floatvalve Kleenflo SANS Straight BI 15mm	No	1		
2.6.3		Floatvalve Stilflo SANS BI 15mm FP61	No	1		
2.6.4		Floatvalve Stilflo SANS BI 15mm FP53	No	1		
2.7		Supply and install floats to prevent overflow and adjust valve to avoid any possible leakage Rate to allow for adjustments of				
2.7.1		Ballfloat PL Black 110X8mm Plastic FP21B	No	1		
2.7.2		Ballfloat PL Orange 110X8mm Plastic FP21A	No	1		
2.8		Supply and install arm brass for PVC Ballvalves 180, 220 & 245mm	No	1		
2.9		Supply and install Connector Flexible Braided 15mm X 350mm Female X Female SANS Stainless Steel	No	1		
2.10		Supply and install Connector Flexible Braided 15mm X 450mm Female X Female SANS Stainless Steel	No	1		
2.11		Supply and install COBRA stop tap, SANS 226 Type 1				
2.11.1		15mm RB BSP female inlets (121-15)	No	1		
2.11.2		15mm RB BSP female inlets (221-15)	No	1		
2.11.3		20mm RB BSP female inlets (121-20)	No	1		
2.11.4		20mm RB BSP female inlets (221-20)	No	1		
2.12		Supply and install complete Polypropylene SANS Approved. 6Lt Plastic Top Flush Cistern Elf 9lt Low Level Plastic Cistern (On written Instruction by the Employer's Agent Only)	No	1		
<b>TOTAL CARRIED FORWARD</b>						

Item No	Payment Reference	Description	Unit	Quantity	Unit Rate	Amount
Amount brought forward						
		<b>Supply and install connection pipe plumbing fittings as listed below</b>				
2.13		Install or replace the following polylock fittings				
2.13.1		15mm straight coupling	No	1		
2.13.2		15mm elbow	No	1		
2.13.3		15mm equal tee	No	1		
2.13.4		15mm cistern adaptor	No	1		
2.13.5		15 mm holderbats	No	1		
2.14		Install or replace the following copper fittings				
2.14.1		15mm straight coupling	No	1		
2.14.2		15mm elbow	No	1		
2.14.3		15mm equal tee	No	1		
2.14.4		15mm cistern adaptor	No	1		
2.14.5		15mm wall plate	No	1		
2.14.6		15mm female straight coupling	No	1		
2.15		Install or replace the following Plasson fittings				
2.15.1		20mm straight coupling	No	1		
2.15.2		20mm elbow	No	1		
2.15.3		20mm equal tee	No	1		
2.15.4		20mm end cap	No	1		
2.16		Replace section of pipe (Using 15mm - 20mm dia polycop pipe)	m	1		
2.17		Replace section of pipe (Using 15mm - 20mm dia HDPE pipe)	m	1		
2.18		Replace section of pipe (Using 15mm - 20mm dia galvanized pipe pipe)	m	1		
2.19	SANS 1200 DB 8.3.2	Hand excavate, protecting existing services, to expose existing pipe or meter and for sufficient working space in all material, temporary stockpile and re-use in backfill in 150mm layers compacted to 93% Mod AASHTO	m <sup>3</sup>	1		
2.20	PSMJ	Remove, stack neatly and reconstruction of Paving Complete to match existing using existing paving blocks	m <sup>2</sup>	1		
2.21	PSC 1	Machine saw cutting of asphalt or concrete not exceeding 150mm thick	m	1		
2.22	PSC 2	Reinstatement of concrete to match existing surface	m <sup>3</sup>	1		
2.23	PSC 2	Reinstatement of asphalt to match existing surface	m <sup>3</sup>	1		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						

## Summary of Bill of Quantities

<b>BILL OF QUANTITIES</b>	<b>AMOUNT</b>
TOTAL FOR SECTION 1: PRELIMINARY AND GENERAL.....	R.....
TOTAL FOR SECTION 2: PLUMBING.....	R.....
<b>NETT TOTAL OF TENDER.....</b>	<b>R.....</b>
ALLOWANCE FOR VAT 15%.....	R.....
<b>TOTAL FOR TENDER INCLUDING VAT TO BE USED FOR EVALUATION PURPOSES ONLY.....</b>	<b>R.....</b>

**TIME FOR COMPLETION OF CONTRACT:  
AS STATED IN THE FORM OF OFFER (PAGE Error! Bookmark not defined.).**

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

**COMPANY STAMP**

<b>Volume</b>	<b>1</b>					
<b>Part</b>	T1	T2	C1	C2	<b>C3</b>	C4



## **VOLUME 1**

### **PART 3: SCOPE OF WORK**

<b>Volume</b>	<b>1</b>					
<b>Part</b>	T1	T2	C1	C2	<b>C3</b>	C4

**TABLE OF CONTENTS**

- C3.1 Description Of The Works
- C3.2 Engineering
- C3.3 Procurement
- C3.4 Construction
- C3.5 Management
- C3.6 Annexes

**Status**

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Specification(s) forming part of this contract the order of precedence, unless otherwise specified, is:

Scope of Work  
 Specifications

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## C3 SCOPE OF WORK

### C3.1. Description of the Works

#### C3.1.1 Employer's Objectives

The employer's objective is to;

- Reduce water losses.
- Reduce Rand Water bill.
- Reduce water wastages.
- Improve level of service and,
- Educate consumers about efficient water usage

#### C3.1.2 Overview of the Works

The project comprise of fixing visible leaks on private properties. This includes fixing / replacing of taps and toilet washers and seals at various schools and residential properties.

#### C3.1.3 Extent of the Works

The works will involve:

- Informing the consumer about the background and objective of the project. Ensure the consumer present on the property is an adult over the age of 18 and can sign for the work completed.
- The Contractor shall conduct a community awareness programme parallel to the leak repair programme which will involve informing consumers about water conservation or water saving tips and distribution of any awareness material such as pamphlets in each indigent household.
- Locate and document meter details, take photo and GPS coordinates using supplied GPS and camera.
- Identify any visible leaks and document on the job card.
- Repair or replacement any tap or toilet washer/s or make minor adjustments to plumbing fittings to stop leakage.
- Repair of any visible leak on the connection pipe and meter.
- Taking photo before and after fixing the leak.
- Should any major or additional plumbing repairs be required, such as overflowing geysers, stolen or broken taps, toilet cisterns, valves, reticulation leaks, etc it will be indicated on the job card and forwarded to the Engineer's Representative for approval before any work commences.
- The consumer and plumber should sign the "Job Card" on completion of the work to confirm that the work has been satisfactory completed and there is no damage.
- All work completed by the contractor will be according to the rate tendered.
- The quality of work done will be randomly checked.

#### C3.1.4 Location of the Works

The work will be located within the boundaries of Midvaal Local Municipality Area of Jurisdiction, Gauteng.

#### C3.1.5 Basis of the work

The Contractor shall provide the Engineer \ Employer with an effective means of contacting his nominated (in writing) responsible person(s) for the duration of the contract. A Fax machine shall be available in his office with a dedicated direct Post Office line, which must be available, for the duration of the Contract. A Mobile phone shall be provided to this nominated responsible person with adequate battery capacity to ensure that a continuous service will be available on a 24 (twenty four) hour basis for the duration of the Contract.

(i) **Instruction to Commence:**

- a) Instruction for work will be received from Engineer (Work Order with control number).
- b) Contractor to arrange construction wayleaves with relevant service owners and Midvaal LM (where applicable)
- c) After receiving the works order the Contractor shall communicate to the Engineer approximately how long the water supply will be interrupted to complete the works order. Water supply interruptions to consumers shall be kept to a minimum. Based on the expected duration of the water interruption and on the number of consumers that will be affected the Engineer will decide on the level of communication required. Once the necessary communication has been completed the Engineer will instruct the Contractor to proceed.

**(ii) Work:**

Physical work to commence immediately or as soon as possible. In case of unavoidable delays or problems causing the works not to be completed, the Contractor shall agree an arrangement with the Engineer \ Employer or his authorised staff for temporary measures until the work can be completed to the required standard and quality. Please note the penalty on open trenches longer than is deemed reasonable will be applicable. If trenches are to be open longer than a reasonable amount of time required to complete the work, the Contractor shall backfill the trench and excavate and backfill to complete the work at his own cost. It is important to note that the Contractor shall maintain good communication with the Engineer \ Employer or his authorised staff members at all times to aid in avoiding problems, frustrations, damage, danger, etc. At all times the Contractor shall have a competent person in charge of work. Specials to be arranged timeously to avoid unnecessary open trenches.

**I. Procedure:**

- The contractor will be issued with a triplicate job card book. Copies to the Consumer and Engineer with the original to the Contractor.
- The contractor will conduct the leak repairs and record on the job card material used, work done and list any additional material required to complete the outstanding repairs.
- All completed work will be inspected by the Engineer's representative before the job card is seen as successfully completed.

**(c) Equipment and Tools:**

The contractor must supply own material, equipment and tools which he deems necessary to execute the work and it shall be covered in his tendered rate.

**(d) Workmanship Guarantee:**

The Contractor shall guarantee his workmanship of each work order for a period of twelve (12) months from the date of the completion and acceptance by the Engineer \ Employer or his authorised staff.

**(e) Job Cards (Work orders):**

The Contractor must complete a Job Card for each job he is required to do. This Job Card is presently used by the Midvaal Local Municipality but may be amended from time to time. The Job Cards must be completed correctly and in full detail. Incomplete or incorrectly completed Job Cards will not be accepted, and will be treated as an incomplete Job Card and rejected as non-received Job Cards. No payment will be made until such time as the Job Cards have been corrected/revised and resubmitted, and accepted by the Engineer \ Employer as correctly completed. The Job Card consists primarily of technical information of the actual work activity and this information is required by the Council. A "Material List", etc, which must be attached to each Job Card irrespective of whether materials were used or not.

In addition to the above the Contractor shall on satisfactory completion of a scheduled valve installation or leak repair be responsible to complete a Job Card for each valve or leak repair assignment, by recording on the Job Card, the time spent, all materials utilized.

Further to the above the contractor must with all valve related work ordered attach to the Job Card a digital colour photo taken of the valve locality and in addition supply to the Engineer \ Employer the GPS South and East Co-Ordinates for valve positions.

**(f) Allocation of Work:**

No work shall be done by the Contractor until such time as the Engineer \ Employer or his authorised staff has notified the Contractor and a Control Number, Location and description of the envisaged work has been given. The Control Number is a unique reference number and constitutes authority for the Contractor to proceed with the work. No payment will be made for work done without first obtaining the necessary Control Number. The Control Number must appear on each Job Card.

**(g) Invoices:**

Payment shall only be made for work that has been completed in full and shall be to the satisfaction of the Engineer. The contractor shall be required to complete any work which was not to the satisfaction of the Engineer at his own expense before payment will be made. All rates given in the schedule of quantities will include management and labour costs, Health and Safety requirements, hiring of equipment and traveling costs. The contractor will submit a claim for work completed every month and will receive payment within 30 working days after the submission date.

All invoices submitted for payment are to indicate the following :

- No. of item from schedule of prices, which payment is to be made.
- Date of work done.
- Date of invoice.
- Job card no.'s relevant to invoice.
- Control Number.

**(h) Work not up to Standard:**

Should the work be deemed unsatisfactory, the Engineer \ Employer, or any one of his authorised representatives reserves the right to hold back payment until the work is deemed satisfactory. The Engineer \ Employer or his authorised staff shall inform the contractor of the problem and the contractor shall rectify work immediately. Should the work not be re-done or is of an unacceptable standard, the cost to re-do the work shall be deducted from money due to the Contractor or paid by the Contractor.

**(i) Penalty for delayed / late completion:**

Should the work ordered not be completed within the time prescribed in clause 5.6 and no reasons beyond the control of the Contractor can be motivated, the Engineer \ Employer will impose penalties as stipulated in clause 5.13.

At all times the Contractor shall liaise with the affected communities and authorities regarding disruption to services. Ample written notice shall be given by the Contractor to affected communities and authorities prior to disruption.

### **C3.1.6 Re-Instatement of Work Done on Private Properties**

The Contractor shall be responsible for re-instating all areas in the public or private properties where they have worked (gardens / grass / driveways / paved areas / roadways / structures / etc.) to a satisfactory condition once they have completed their work. Once the Contractor has completed their work on each property, and has ensured that all re-instatement work has been satisfactorily completed, the Contractor is to contact the Engineer \ Employer to inspect the completed works. Should the Engineer \ Employer be satisfied with the work, a property sign-off form will be completed and signed by the Contractor, the Engineer \ Employer and, by the property owner. Only once the signatures have been obtained, will the claim for payment for work done on that property be entertained by the Engineer \ Employer.

**C3.1.7 Entry to private property**

The Contractor will be responsible to make all the necessary arrangements with residents to gain entry to private properties to enable them to conduct the replacement or repairs of the leaking fittings. The contractor will be issued with an identification card that must be worn at all times when conducting leak repairs. No additional payment will be made regarding these arrangements and all costs are deemed to be included in the rate bid. Contractors should note the following:

- Unauthorized entry to private property shall not be permitted
- No work shall commence without the presence of the owner or an approved adult who can sign for the work completed
- Work shall be limited to outside taps and toilets and no work shall be conducted inside any household without the approval of the Engineer.

**C3.1.8 Project Teams**

The appointed contractor will be allocated project area. The Contractor will be required to appoint team per area with one team consisting of a plumber and assistant plumber. All teams must at all times work under the supervision of Contractor' licenced or qualified plumber registered or in process of registration with the Plumbing Industry Registration Board (PIRB)

The contractor may include more team members but a team may not be less than two people at any time to improve security, health and safety and possible witnesses. Additional team members should preferably be appointed from the local ward.

The Contractor may not appoint additional teams to a ward without the written approval of the Engineer's Representative.

**C3.1.9 Project Programme**

At times the client may wish to systematically work through a project area which has Installations. The client will then issue a works order with multiple areas / repairs and replacements which the contractor must complete. As Work Orders are completed and signed off by the Engineer \ Employer additional Work Orders will be issued.

The appointed Contractor shall submit a programme to the Engineer \ Employer within 14 days of notification of award of a Works Order for valves replacement and within reasonable time for emergency pipe burst and leak repairs. The programme shall clearly show all activities related to the works, and shall also clearly indicate the number of stands expected to be affected as part of the works order.

Penalties are applicable for deviations from bidded progress.(See Contract Data)

The Engineer \ Employer's approval of any programme has no contractual significance other than indicating his satisfaction that the work can be executed in accordance with the programme, and other than committing the Contractor to work according to the programme

MIDVAAL LOCAL MUNICIPALITY

CONTRACT NO: 8/2/2/436RE(4SO or 3SOPE) (2026-2029)

### **C3.2. Engineering**

#### **C3.2.5 Reinstate surfaces**

a) Grassed Areas

Grassed areas shall be reinstated by the Contractor.

b) On Private Property

The Contractor shall, as far as possible to the satisfaction of the Property Owner, but to the complete satisfaction of the Engineer match existing surfaces on private property.

#### **C3.2.10 Disposing of scrap metals**

a) The Contractor shall dispose of any scrap metal to an authorised scrap dealers or suppliers as assigned by the Engineer. The removed scrap must be kept for 30 days or photographic record of before and after be produced, in case of any queries. After the expiry of the 30 days the contractor will be responsible for the disposing of unserviceable materials to scrap dealers or suppliers. The costs of disposing the above shall be borne by the Contractor and shall be deemed to be included in the tendered rates and prices for the respective items of work as listed in the Schedule of Quantities and no separate payments will be made by the Employer to the Contractor in respect of any disposing of scrap material.

b) Before unserviceable apparatuses are disposed off, the following individual checks, in the presence of the Engineer or his representative are required:

Ensure that the contractor has with the replacement/installation of a plumbing fittings,

- attached to the Job Card a photo taken of before and after replacement.
- The photo should be, digital, in colour and clearly visible.

c) Job Cards that do not comply with the abovementioned requirements will not be accepted and will be treated as an incomplete Job Card and rejected as non-received Job Cards. No payment will be made until such time as the Job Cards have been corrected/revised and resubmitted, and accepted by the Engineer as correctly completed.

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**MIDVAAL LOCAL MUNICIPALITY****CONTRACT NO: 8/2/2/436RE (4SO or 3SOPE) (2026-2029)****C3.3. Procurement****C3.3.1 Preferential Procurement Procedures**

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the Preference Schedules.

**C3.3.2 Subcontracting**

The Contractor may subcontract portions of the Works included in the Contract. Clause 4.4 of the General Conditions of Contract makes provision for subcontracting. Subcontracting must further also comply with the conditions specified in the Preference Schedule A6 in Part T2.2, Returnable Schedules.

The Engineer will not liaise directly with any subcontractors and will not issue instructions (whether verbal or written) directly to any subcontractor. All matters pertaining to the particular subcontractor will be deemed to be the responsibility of the Contractor and the Engineer will not be involved.

**C3.3.3 Labour Intensive Works**

Labour-intensive works comprise the activities described in SANS 1921-5, Earthworks activities which are to be performed by hand, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

**C3.3.4 Employment of Un-skilled and Semi-skilled Workers for Local Labour****C3.3.4.1 Requirements for the sourcing and engagement of labour.**

- i. Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged from the local community (within the ward) and strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
- ii. The rate of pay set for the EPWP is **R170** per day.
- iii. Tasks established by the contractor must be such that:
  1. the average worker completes 5 tasks per week in 40 hours or less; and
  2. the weakest worker completes 5 tasks per week in 55 hours or less.
- iv. The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of (c).
- v. The Contractor shall, through all available community structures, inform the local community of the employment opportunities presented by the use of local labour. Preference must be given to people with previous practical experience in construction and / or who come from households:
  1. where the head of the household has less than a primary school education;
  2. that have less than one full time person earning an income;
  3. where subsistence agriculture is the source of income.
  4. those who are not in receipt of any social security pension income
- vi. The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
  1. 60 % women;
  2. 20% youth who are between the ages of 18 and 25; and
  3. 2% on persons with disabilities.

## **Contract**

## **C3.4 Construction**

Reference No. 8/2/2/436RE (4SO or 3SOPE) (2026-2029)

### **C3.3.4.2 Specific provisions pertaining to SANS 1914-5**

(a) Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project.

(b) Contract participation goals

- (i) There is no specified contract participation goal for the contract.
- (ii) The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

(c) Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

(d) Variations to SANS 1914-5

- (i) The definition for net amount shall be amended as follows:

Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.

- (ii) The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

### **C.3.3.5 Use of Local EME's and QSE's**

Not applicable

## **MIDVAAL LOCAL MUNICIPALITY**

**CONTRACT NO: 8/2/2/436RE(4SO or 3SOPE) (2026-2029)**

## **C3.4. Construction**

### **C3.4.1 Works Specifications**

#### **C3.4.1.5.1 Applicable SANS 1200 Standardised Specifications**

The following SANS 1200 Standardised Specifications for Civil Engineering Construction are applicable:

- SANS 1200 A - 1986 General
- SANS 1200 DB - 1980 Earthworks

Departures from and / or additions to the specifications listed are set out in Annexure C3.6.1 in accordance with the numbering system of the standardized specification

### **C3.4.2 Plant and Material**

#### **C3.4.2.1 Plant and Materials Supplied by the Employer**

(a) **Materials**

No material will be supplied by the Employer.

The Contractor will be responsible for the procurement of plumbing materials.

Where there is a standardization mark programme for any material, all such material supplied shall bear the official standardization mark.

Only SANS approved materials will be accepted. Alternative materials or equipment proposed by the Contractor shall be tested. The test, as well as the materials or equipment, shall be approved by the Engineer prior to any such materials or equipment being built into the Works and the costs involved in testing shall be deemed to be included in the rates tendered.

**(b) Contractor's Responsibility**

The Contractor shall, from the time of collection, be responsible for the handling, transportation and storage of the materials and shall at the same time accept the risk of damage to or loss of the materials.

**(c) Tools/Plant**

It is a specific requirement on this Contract that all tools and plant be provided by the Contractor at his own cost, and shall be deemed to be included in the rates tendered.

**C3.4.3 Construction Equipment**

**C3.4.3.1 Requirements for Equipment**

The contractor shall possess or be able to freely obtain any and all equipment or plant required to complete the works.

**C3.4.4 Existing Services**

**C3.4.4.1 Known Services**

The Contractor must familiarise himself with the various standard regulations of the relevant Authorities and act accordingly, eg. Construction way leaves, etc.

It is to be noted that work will be done inside the households and where there are existing services. Prior to commencement of any work in the aforesaid affected area, the Contractor shall take the necessary precautions that the existing services will not be damaged.

As the above work will be done in already developed areas, special care must be taken to keep the disturbance of the functioning of the existing facilities or services to a minimum.

**C3.4.4.2 Damage to Services**

The Contractor is responsible for immediately reporting any damage to existing services or work to the relevant Authority (also in writing). The Engineer \ Employer must be informed as soon as possible, but no later than 24 hours after the damage has been identified.

The Contractor shall be responsible for all damage to services, should such services be damaged due to actions and/or lack of actions, from the Contractor. These may include but may not be limited to work undertaken:

- (a) Outside the Contractor's scope of Work.
- (b) Without proper superintendence by the Contractor.
- (c) Neglecting known information.
- (d) Work by unqualified staff.
- (e) Negligence.

**C3.4.5 Site Establishment**

**C3.4.5.1 Services and Facilities Provided by the Employer**

There are no services or facilities provided on site for the Contractor by the Employer.

**C3.4.5.2 Facilities Provided by the Contractor**

Due to the nature of the contract no site camp will be specifically required for this project

**(a) Facilities for the Engineer \ Employer**

The Contractor is not required to provide any facilities for the Engineer \ Employer.

**C3.4.5.3 Vehicles and Equipment****(a) Vehicles**

The Contractor shall keep his vehicles continuously insured against any loss, damage or breakage, and shall indemnify the Engineer and the Employer against any claims in this regard. The Contractor shall also maintain his vehicles in good working order throughout the Contract period.

**(b) Site Instructions**

The Engineer \ Employer shall supply his own site instruction book for specific use on the site. The Contractor shall at his own cost, supply his own triplicate book for his site correspondence and inspection requests to the Engineer \ Employer's Representative. Reasonable notice time (not less than 24 hours) shall be allowed prior to inspections. All inspection requests and approval / disapproval thereof shall be recorded by the site staff in writing.

**(c) Site Meetings**

Site meetings will be held in the offices of the Engineer or Employer. The venue will be confirmed prior to the meetings.

**C3.4.5.4 Notice Boards**

Due to the nature of the work, the Contractor will be working in a variety of sites throughout the Midvaal Municipal area, for a limited duration at each Site. Therefore, the erection of name boards will not be practical. No name boards will be required to be erected for this contract.

**C3.4.6 Site Maintenance and Clearance**

The Contractor shall be responsible, at all times, to ensure that the site is neat and that all works areas are in accordance with his approved OHS plan.

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner and shall keep the Site free from debris and obstructions.

**C3.4.7 Subcontractors**

The Engineer \ Employer will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Engineer \ Employer will not become involved.

**C3.4.8 Telecommunication**

It is a specific requirement of the Contract that the Contracts Manager and his Site Representative have mobile phones available and switched on 24 hours of everyday, in order for the Contractor to be reachable by the Engineer \ Employer's staff. Rates and amounts tendered must include for

this.

**C3.4.9 Access to Properties**

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working.

The Contractor must make all necessary arrangements with property owners regarding access to the work areas and also regarding reinstatement of ground surfaces, damage to land and property, etc.

A certificate of completion shall not be issued for a specific task until the owner of the property concerned, or an authorized representative, has signed an approval of the reinstated condition of the property.

**C3.4.10 Employment of Local Labour**

It is the intention that this Contract should make maximum use of the local labour force that is presently underemployed. To this end the Contractor shall limit the utilisation on the Contract of non-local employees to that of key personnel only and to employ and train local labour to the extent necessary for the execution and completion of this Contract.

The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Bidder. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations therefrom shall be subject to the prior approval of the Engineer \ Employer, which approval shall not be unreasonably withheld. The employment of casual labour will be done in co-operation with community leaders and local structures. The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectorial determination in terms of the Basic Conditions of Employment Act, No 75 of 1997, as determined by the Department of Labour.

The contractor must provide monthly statistics to the Midvaal Local Municipality indicating the number of new jobs created through this contract. This statistic must be provided with each monthly payment certificate using Councils electronic prescribed format, which will be provided by the Project Manager of this project to the successful bidder.

**C3.4.11 Monthly Statements and Payment Certificates**

The statement to be submitted by the Contractor shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Engineer \ Employer, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Engineer \ Employer's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Engineer \ Employer for the purposes of accurately reflecting the actual quantities and amounts which the Engineer \ Employer deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Engineer \ Employer within three (3) normal workings days from the date on which the Engineer \ Employer communicated to the Contractor the adjustments required. The Contractor shall submit to the Engineer \ Employer five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Engineer \ Employer the requisite copies of the adjusted statement for the purposes of the Engineer \ Employer's payment certificate will be added to the times allowed to the Engineer \ Employer in

terms of Subclause 6.7 of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

Furthermore no payment of any certificate will occur if the payment certificate is not accompanied by the relevant EPWP reports required in terms of C3.4.11 above.

**C3.4.12 Workmanship and Quality Control**

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

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Engineer \ Employer for examination and measurement, the Contractor shall furnish the Engineer \ Employer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

**C3.4.13 Co-ordinated construction and responsibility**

The Contractor shall be required to co-ordinate his work to accommodate others, especially members of the public businesses and home owners as well as other contractors for the duration of this contract.

**C3.4.14 Providing a Standby Service**

The Contractor's shall undertake to provide a standby service with regards any section of work covered by this contract, as and when specifically required by the Engineer \ Employer. The standby service will include works to be carried out, outside the normal working hours on Mondays to Fridays of any week, or on any special non-working days (Saturday, Sundays and applicable public holidays), or during the year end break (X-Mas Break) as instructed and approved by the Engineer \ Employer.

The contractor's rates for providing Standby Services under the Section 'Day works' on instruction from the Engineer \ Employer shall be deemed to include all allowances and overtime payable to staff when the work is carried out and consequently no further adjustment will be applied.

Further to the above the Contractor shall for the duration of the contract provide a 24 hour standby services for making safe, maintaining or repairing any section of work covered by this contract. The standby service shall have access to sufficient resources (transport, labour, plant and material) to effect repairs at any time during the day or night. This standby service will be deemed to be included in the billed rates for Section "Day Works".

The Contractor shall provide the Engineer \ Employer with an effective means of contacting the standby personnel. Details of the standby services are to be forwarded to the Engineer \ Employer for approval within 10 calendar days of the award of the contract.

The Engineer \ Employer shall be entitled to suspend all work under the contract if in his opinion the standby service is inadequate.

**C3.4.15 Completion of Work on Properties with Limited Access**

**Contract****C3.4  
Construction****Reference No. 8/2/2/436RE (4SO or 3SOPE) (2026-2029)**

Some private properties will be subject to restricted access and some work on private property will have to be performed outside normal working hours. The Contractor's tendered rates must take into account the cost of any non-normal work hours required to carry out the work. The rates will be deemed to include full compensation for all work regardless of when the work is carried out.

**MIDVAAL LOCAL MUNICIPALITY****CONTRACT NO: 8/2/2/436RE (4SO or 3SOPE) (2026-2029)****C3.5. Management****C3.5.1 Management of the Works****C3.5.1.1 Particular Specifications (C3.6 - Annexes)**

ENVIRONMENTAL MANAGEMENT PLAN  
HEALTH AND SAFETY SPECIFICATIONS

**C3.5.1.2 Planning and Programming**

Due to the as-and-when-required nature of this Contact, by tendering on this Contract, the Tenderer undertakes to:

- (a) Respond to do work ordered within response times (Refer to Schedule below).
- (b) Utilize qualified staff for the relevant work under consideration (e.g. a qualified plumber to do plumbing work). Proof of appropriate qualification to be submitted to the Engineer \ Employer if requested.
- (c) Utilize the correct type and quantity of resources to complete the work AS EXPEDIENTLY AS POSSIBLE.
- (d) Maintain a high technical standard of work.
- (e) Accept intervention by the Midvaal local Municipality if it is necessary in the opinion of the Engineer \ Employer in order to expedite work, restore safety / health, correct technically unacceptable work, or complete work left incomplete or unattended by the Contractor.
- (f) Complete work / tasks in the agreed time period. The Tenderer's / Contractor's attention is drawn to the fact that for the purpose of this contract penalties will be applicable with regards the completion of a specific task as and when required by the Engineer \ Employer.

**C3.5.1.3 Poor Performance**

Poor performance by the Contractor will be viewed in a very serious light. Should the Engineer \ Employer be of the opinion that the Contractor is not performing to conditions as per the Contract, the Engineer \ Employer may:

- (a) Add resources from the Midvaal Local Municipality
- (b) Order work from other Contractors
- (c) Cease to order work from the Contractor
- (d) Cancel the Contract and recall the Performance Guarantee to recover losses / damage and to conduct work until a new contractor is appointed.

Recovery costs due to poor performance by the Contractor will include a surcharge of 50% over and above the costs to rectify the losses / damage.

**C3.5.1.4 Works Order**

The Contractor shall respond to an instruction to conduct work ordered immediately. When such work is ordered verbally, it is the explicit responsibility of the Contractor to obtain a written works order within 24 hours during the working week and within 48 hours over weekends. Without a written works order, the Contractor works at his own risk. The works order must be approved by the person authorised by the Engineer \ Employer. The works order will have a unique reference number, but the format may vary according to circumstances and the nature of the work.

The Engineer may request the Contractor to prioritise any urgent household/s leakages within an existing works order without issuing a new works order.

**C3.5.1.5 Quality Control and Testing**

Every completed section of Work shall be subject to check testing by the Contractor. Once the Contractor has satisfied himself with the standard of his works, the Engineer \ Employer will be requested to perform acceptance testing for the particular section. When giving notice, the Contractor shall provide the Engineer \ Employer with the results of his check testing indicating that the work is to specification.

Failure by the Contractor to notify the Engineer \ Employer or to provide the required information or, where specified, to perform the required test, will be grounds to exempt the Employer from payment for the

**Scope of Work**

associated work and for all subsequent work which would be affected by the failure of the work to be tested.

The Engineer \ Employer will be under no obligation to the Contractor to perform the tests. If the Engineer \ Employer elects not to perform a particular test after notification by the Contractor, he will issue the Contractor with a written instruction to proceed with the relevant works without the acceptance test being performed. Nothing contained in this clause will relieve the Contractor of his responsibilities under the specification or in any way limit the tests, which the Engineer \ Employer may call for or perform in terms of the specification.

**C3.5.1.6 Completion**

The Certificate of Completion shall only be issued upon the submission of all the as-built information and operating instructions as necessary for each works order.

**C3.5.1.7 Key Personnel**

The Contractor and Engineer must compile a schedule of their Key Personnel with their contact numbers and keep it updated. The list must be made available to the Engineer, Employer and Contractor.

In accordance with the stipulations for Key Personnel in the returnable schedules, the client reserves the right to approve any changes in key personnel prior to their employment on site. Replacements to key personnel on site will only occur if such replacements have a similar amount of experience as the staff originally stated at tender stage.

Failure to comply with this stipulation will cause the contractor to be in breach of Clause 4.11 of the General Conditions of Contract.

**C3.5.1.8 Daily Records**

The Contractor must keep daily records of resources (people and equipment employed) and site diaries in respect of work performed on the site. A copy of the previous day's daily record must be provided to the Engineer \ Employer on a daily basis or as required

**C3.5.1.9 Payment Certificates**

The Engineer's certificate will be issued only after receipt by them of a draft certificate prepared by the Contractor at their own expense in the form prescribed by the Engineer. The cost of duplicating and delivering copies of the certificate to the Contractor, the Engineer and the employer shall be borne by the Contractor. The Engineer and the employer shall require one (1) set of A4-sized paper copies in total.

Before any payment for materials on site is certified by the Engineer, the Contractor shall submit to the Engineer for approval cessions from each of the Contractor's suppliers vesting ownership of materials delivered for use on the site or any authorised extended site to the Contractor.

Furthermore, no payment of any certificate will occur if the payment certificate is not accompanied by the relevant EPWP reports required in terms of C3.3.3 above.

**C3.5.2 Health and Safety****C3.5.2.1 Health and Safety Requirements and Procedures**

With regard to health and safety on the site, the Contractor is fully responsible for the safety of the site and shall comply fully with the provisions of the relevant acts. The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 (the regulations) as promulgated. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications and Schedule of Quantity. Also in the Employers' health and safety specifications (regulation 4(1)) of the Construction Regulations 2014, which will be issued separately by the Employer.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with

the abovementioned plan or regulations.

Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

Provision shall be made for the safety of the public and the contractor's employees. The onus is solely on the Contractor to provide adequate watching, barricading and lighting at excavations by day and by night in accordance with the relevant acts and specifications, no claims in this regard will be considered by the Employer.

#### **C3.5.2.2 Security Against Personal Accident Or Injury**

It is the Contractor's responsibility to ensure full security against personal accident or injury to his workforce utilized for the Works. The Contractor shall be adequately registered with the Workman's Compensation Commissioner in terms of the Workman's Compensation Act (Compensation for Occupational Injuries and Diseases Act, 1993). Proof may be obtained from the office of the Compensation Commissioner.

All rates and amounts quoted shall include for all cost associated with the Workman's Compensation Commissioner and additional risk insurance.

The Contractor shall at all time for the duration of the Contract, be responsible for the personal safety and security of all his employees.

#### **C3.5.2.3 First Aid**

The Contractor shall provide and maintain in operative condition all equipment necessary to render first aid in case of accidents, or other emergencies. This equipment shall be kept in readiness at the site of the works.

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## PS3 PROCUREMENT

### PS3.1 Preferential Procurement Procedures

The Contractor's attention is drawn to the following returnable schedule contained in Part T2:

- a) Empowerment and Preferential Procurement
- b) Enterprise Declaration Affidavit (to be endorsed by a commissioner of oaths)

This schedule contains all requirements with regard to preferential procurement.

### PS3.2 Subcontracting

The Contractor is:

- a) Not obliged to utilise any sub-contractors specifically nominated by the Employer. However, where in the opinion of the Engineer the Contractor cannot provide a sub-contractor that is deemed sufficiently experienced to perform the specific works or at a reasonable market related price, the Contractor shall use such sub-contractor as nominated by the Employer.
- b) Required to utilise local sub-contractors for the completion of unskilled labour-based sections of the works, where practical.
- c) Responsible for all work executed on his behalf or under his supervision and/or management by all sub-contractors, including nominated sub-contractors.

**NOTA BENE:** *The Employer shall not negotiate directly with sub-contractors and all problems relating to payments, programming, workmanship, etc., are matters between the Contractor and his sub-contractors.*

PS4

**C3.6. Annexes**

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**MIDVAAL LOCAL MUNICIPALITY**

**CONTRACT NO: 8/2/2/436RE (4SO or 3SOPE) (2026-2029)**

**Annex C3.6.1 Variations and Additions to Requirements of Standardised SANS 1200  
Specifications: General, Civil and Structural Works**

**VARIATIONS AND ADDITIONS TO THE STANDARD SANS 1200 SPECIFICATIONS**

SANS 1200 A : General

The following variations and additions to the SANS1200 Standardized Specifications referred to above apply to this Contract. The prefix PS indicates an amendment to SANS1200. The letters and numbers following these prefixes respectively indicate the relevant Standardized Specification and clause numbers in SANS1200 to which the variation or addition thereto applies. The number of a new clause or payment item, which does not form part of a clause or payment item in the standard specification and which is included here, is also prefixed PS but followed by a new number which follows on the last clause or item number used in the relevant section of the Standard Specifications

**PSA****GENERAL****PSA 5.7****SAFETY**

*REPLACE THE CONTENTS OF SUBCLAUSE 5.7 WITH THE FOLLOWING:*

"Pursuant to the provisions of the Conditions of Contract, and without in any way limiting the Contractor's obligations there under, the Contractor shall at his own expense (except only where specific provision (if any) is made in the Contract for the reimbursement to the Contractor in respect of particular items), provide the following:

- (a) Provide to its Employees on the site of the works, all safety materials, clothing and equipment necessary to ensure full compliance with the provisions of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended (hereinafter referred to as the Act) at all times, and shall institute appropriate and effective measures to ensure the proper usage of such safety materials, clothing and equipment at all times;
- (b) Provide, install and maintain all barricades, safety signage and other measures to ensure the safety of workmen and all persons in, on and around the site, as well as the general public;
- (c) Implement on the site of the works, such procedures and systems and keep all records as may be required to ensure compliance with the requirements of the Act at all times;
- (d) Implement all necessary measures so as to ensure compliance with the Act by all subcontractors engaged by the Contractor and their employees engaged on the works;
- (e) Full compliance with all other requirements pertaining to safety as may be specified in the Contract.

The Employer and the Engineer shall be entitled, although not obliged, to make such inspections on the site as they shall deem appropriate, for the purpose of verifying the Contractor's compliance with the requirements of the Act. For this purpose, the Contractor shall grant full access to the site or all parts of the site and shall co-operate fully in such inspections and shall make available for inspection all such documents and records as the Employer's and/or Engineer's representative may reasonably require.

Where any such investigations reveal, or where it comes to the Engineer's attention that the Contractor is in any way in breach of the requirements of the Act or is failing to comply with the provisions of this clause, the Engineer shall, in accordance with the provisions of Clause 5.11 of the Conditions of Contract, be entitled to suspend progress on the works or any part thereof until such time as the Contractor has demonstrated to the satisfaction of the Engineer, that such breach has been rectified.

The Contractor shall have no grounds for a claim against the Employer for extension of time and/or additional costs if the progress on the works or any part thereof is suspended by the Engineer in terms of this clause, and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in accordance with the provisions of Clause 5.13.1 of the Conditions of Contract should the Contractor fail to complete the Works on or before the specified due completion date in consequence of the suspension.

Persistent and repeated breach by the Contractor of the requirements of the Act and/or this clause shall constitute grounds for the Engineer to act in terms of Subclause 9.2.1.3.5 of the Conditions of Contract and for the Employer to cancel the Contract in accordance with the further provisions of the said Clause 9.2."

*ADD THE FOLLOWING SUBCLAUSES TO CLAUSE 5:*

**PSA 5.9**      **SITE MEETINGS**

The Contractor or his authorised agent will be required to attend regular site meetings, which shall normally be held once a month on dates and at times determined by the Engineer, but in any case whenever reasonably required by the Engineer. Unless otherwise indicated in the Contract or instructed by the Engineer, such meetings shall be held at the Contractor's offices on the site. At such monthly meetings, matters such as general progress on the works, quality of work, problems, claims, payments, and safety shall be discussed, but not matters concerning the day-to-day running of the Contract.

**PSA 6**      **TOLERANCES**

**PSA 7**      **TESTING**

**PSA 7.1**      **PRINCIPLES**

**PSA 7.2**      **APPROVED LABORATORIES**

*REPLACE THE CONTENTS OF SUBCLAUSE 7.2 WITH THE FOLLOWING:*

"Unless otherwise specified in the relevant specification or elsewhere in the Project Specification, the following shall be deemed to be approved laboratories in which design work, or testing required in terms of a specification for the purposes of acceptance by the Engineer of the quality of materials used and/or workmanship achieved, may be carried out:

- (a) Any testing laboratory certified by the South African National Accreditation Systems (SANAS) in respect of the nature and type of testing to be undertaken for the purposes of the Contract;
- (b) Any testing laboratory owned, managed or operated by the Employer or the Engineer;
- (c) Any testing laboratory established and operated on the Site by or on behalf of the Employer or the Engineer.
- (d) Any other laboratory that the Engineer approves in his absolute discretion.

**PSA 8**      **MEASUREMENT AND PAYMENT**

PSA 8.1 **MEASUREMENT**

PSA 8.1.1 **Method of measurement, all sections of the Schedule**

*DELETE THE WORDS "and South West Africa".*

PSA 8.1.2 **Preliminary and General item or section**

PSA 8.1.2.1 **Contents**

*REPLACE THE LAST SENTENCE OF SUBCLAUSE 8.1.2.1(b) WITH THE FOLLOWING:*

"Separate items will be scheduled to cover the fixed, value-related and time-related components of the Contractor's preliminary and general costs."

PSA 8.2 **PAYMENT**

PSA 8.3 **SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS**

*ADD THE FOLLOWING:*

**"PSA 8.3.3 & 8.3.4** Tendered Sums for Payment References 8.3

Should the total sum tendered for Payment References 8.3 and 8.4 exceed 20 percent of the total Tender Sum less any allowances provided for sums stated provisionally by the Engineer and Contingencies, the Tenderer shall clearly set out his reasons for tendering in this fashion in a letter accompanying his tender. The Employer will take due consideration of these reasons, but reserves the right to consider the sum tendered for these items to be inconsistent with the remainder of the tender, and such consideration may render the tender liable to rejection."

PSA 8.5 **SUMS STATED PROVISIONALLY BY THE ENGINEER**

*REPLACE THE CONTENTS OF SUBCLAUSE 8.5 WITH THE FOLLOWING:*

**Works executed by the Contractor** ..... Unit: Prov Sum

*The Contractor will be reimbursed in substitution of the Provisional Sums (if any) allowed in the Schedule of Quantities for work to be executed by the Contractor, in the amounts determined in accordance with the provisions of Clause 6.6.1 of the Conditions of Contract.*

ADD THE FOLLOWING SUB\_CLAUSES

(a) (1) Procure plumbing materials not listed as ordered by Engineer.....Unit:  
Prov Sum

(2) Contractor's percentage markup to cover the cost of overheads, charges and profit on the  
provisional sums.....Unit :%

(b) (1) Two week basic plumber training course provided by an approved service provider  
as ordered by the Engineer.....Unit:  
Prov Sum

(2) Contractor's percentage markup to cover the cost of overheads, charges and profit

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- on the  
provisional sums.....Unit :%
- (c) (1)Additional tasks ordered by the Engineer (Provisional)..... Unit: Prov Sum  
(2)Contractor’s percentage mark-up to cover the cost of overheads, charges and profit  
on the provisional sums ..... Unit :%
- (d) (1) Additional tasks executed by the Employer or a nominated  
subcontractor.....Unit: Prov Sum  
(2) Contractor’s percentage markup to cover the cost of overheads, charges and profit  
on the  
provisional sums.....Unit  
:%
- (e) (1) Payment of Community Liaison Officer (CLO).....Unit:  
Month  
(2) Contractor’s percentage markup to cover the cost of overheads, charges and profit  
on the  
provisional sums.....Unit  
:%
- (f) Contractor’s percentage markup to cover the cost of overheads, charges and profit  
on the  
provisional sums.....Unit  
:%

**ADD THE FOLLOWING CLAUSES**

*The Contractor shall be reimbursed under subitem (a), in substitution of the respective Provisional Sums (if any) allowed in the Schedule of Quantities, the amounts actually paid or payable by the Contractor to the respective Nominated Subcontractors, in accordance with the provisions of Clause 6.6.3 of the Conditions of Contract.*

*The Contractor shall be paid under subitem (b), either:*

*(a) where the unit of measurement for subitem (b) was specified as being a percentage, the respective percentage, as stated by the Contractor in its tender, of the amount certified by the Engineer for payment under the related subitem (a), all in accordance with the provisions of Subclause 6.6.1.2.1. of the Conditions of Contract, or*

*(b) where the unit of measurement for subitem (b) was specified as being a lump sum, an amount which is in the same proportion to the amount certified for payment under subitem (a) and the tendered lump sum is to the amount of the Provisional Sum stated under subitem (a);*

*provided always that where the Contractor has failed for any reason to insert a percentage or sum (as applicable) for subitem (b) in its tender, or where no provision was made in the tender documents for tenderers to make any such entry, the Contractor will, in accordance with the provisions of Subclause 6.6.1.2..2, be paid an amount equal to SEVEN AND A HALF PER CENT (7,5%) of the amount actually certified by the Engineer for payment under subitem (a).*

*The percentage or sum (as applicable) paid under subitem (b) as aforesaid, shall be deemed to include for full and final compensation to the Contractor for all costs as may be incurred and all charges and profits associated with the engagement, supervision, administration and management of the Nominated Subcontractor required of him in fulfilling its obligations under the Contract as the Principal Contractor."*

**Dayworks**

**Contract**

**C3.6  
Annexes**

**Reference No. 8/2/2/436RE (4SO or 3SOPE) (2026-2029)**

*REPLACE THE CONTENTS OF SUBCLAUSE 8.5 WITH THE FOLLOWING:*

*"Measurement and payment shall be in accordance with the provisions of C6.5 of the Conditions of Contract."*

PSC 1                    Machine saw cutting of asphalt and/or concrete ..... Unit: m

Machine saw cutting of asphalt and/or concrete not exceeding 150mm thick.  
The unit of measurement shall allow full compensation for cutting the asphalt and/or concrete inclusive of the equipment, operator and any consumables."

PSC 2                    Reinstatement of asphalt and/or  
concrete.....Unit: m<sup>3</sup>

Reinstatement of asphalt and/or concrete not exceeding 150mm thick.  
The unit of measurement shall allow full compensation for reinstating to match existing asphalt and/or concrete surface inclusive of the equipment, operator and any consumables.

PSMJ    SEGMENTED PAVING

PSMJ 8.2            SCHEDULED ITEMS  
*ADD THE FOLLOWING CLAUSE*

"PSMJ 8.2.6        Reconstruction of Paving Complete to match existing.....Rate :  
m<sup>2</sup>

*The area measured will be that to be reinstated to the SANS 1200MJ specification as agreed with the Engineer.  
The rate shall cover the cost of loading, transporting and off loading stacked paving blocks, supplying the sand, placing the bedding layer, preparing and cleaning units, laying the units, compacting the pavement, filling gaps, filling joints, locking up the pavement (when relevant) and removing excess sand. I include providing all bedding sand, levelling, preparation & cleaning of blocks, relaying and compacting paving blocks."*

**C3.6.2 Health and Safety Specifications by the Employer**

Reference No: 8/2/2/436RE (4SO or 3SOPE) (2026-2029)

MIDVAAL LOCAL MUNICIPALITY

CONTRACT NO: 8/2/2/244 (2018-2021)

**Annex C3.6.2 Health and Safety Specifications by the Employer****OHS OCCUPATIONAL, HEALTH AND SAFETY****OHS1 GENERAL**

## OHS1.1. Tender Document

This document is the pre-contract Health and Safety Specification which must be used by the Principal Contractor and Sub Contractors appointed by the Principal Contractor to compile Health and Safety Plans for this project and forms part of the tender documentation.

**The Principal Contractor and Sub Contractors' particular attention is drawn to Section 1.2 of this specification whereby**

**“Upon award of the contract, the contractor is to assume and adopt the function and duties of the Principal Contractor as set out in the Construction Regulations 2003 No. R. 1010 promulgated 18 July 2003.”**

The health and safety specifications outlined herein must be taken into account and due allowance made within the pricing of appropriate items contained within the specification. Where the tenderer is of the opinion that a requirement is missing or is not adequately specified then this shall be drawn to the Client / Client's Agent's attention during the tender period. In the absence of any direction to the contrary, the tenderer shall as part of the tender submission, set out the details of such discrepancy together with the costs associated therewith, separately identified and included within the tender figure.

## OHS1.2. Principal Contractor

The successful tenderer will on signing of the contract be required to fulfill the function and duties of the Principal Contractor as set out in the Construction Regulations 2003 No. R. 1010 promulgated 18 July 2003.

## OHS1.3. Start of Construction Phase

The construction phase shall not commence until the Principal Contractor's Health and Safety Plan was considered and approved by the Client / Client's Agent and Design Team. The Client / Client's Agent shall discuss and negotiate with the Principal Contractor the contents of the Health and Safety Plan submitted by the Principal Contractor before finally approving it for implementation.

The construction phase shall not commence until written permission is received from the Client / Client's Agent. In this respect the Client / Client's Agent may rely on the advice of the Design Team as to the adequacy and comprehensiveness of the Plan offered by the Principal Contractor.

In preparing their detailed Health and Safety Plan based on the relevant sections of this Health and safety Specifications supplied to them by the Client, Client's Agent, contractors must allow for the adoption of safe working procedures and co-ordinate and rationalise activities to avoid controllable hazards arising due to clashes of activities.

## OHS1.4. Sub-Contractors, Suppliers &amp; Designers

The Principal Contractor shall ensure that all direct appointments in connection with this project include provisions for the compliance of his sub-contractors, suppliers and

**C3.6.2 Health and Safety Specifications by the Employer**

Reference No: 8/2/2/436RE (4SO or 3SOPE) (2026-2029)

designers, etc, with the relevant provision of the Occupational Health and Safety Act (Act 85 of 1993) and it's Regulations, in particular the Construction Regulations 2003 No. R. 1010 promulgated 18 July 2003.

**OHS1.5. Liaison**

The Principal Contractor shall together with all his appointees, liaison with the Client / Client's Agent as required under the Regulations and agree procedures for the transfer of relevant Information in respect of designs and in connection with the preparation of the Health and Safety File.

**OHS1.6. Advice**

The tenderer shall, as part of the tender submission, indicate where advice will or may be required of the Client / Client's Agent in respect of the competence of the tenderer's designers and the adequacy of resources allocated or to be allocated by them.

**OHS1.7. Undertaking by Principal Contractor and Sub-Contractors appointed by the Principal Contractor**

The Principal Contractor as well as Sub-Contractors appointed by him / her shall undertake in writing to ensure that the provisions of the Occupational Health and Safety Act (Act 85 of 1993) and it's Regulations, in particular the Construction Regulation of 2003 No. R 1010 and any amendments or re-enactments thereto are complied with. The attached Occupational Health and Safety provisions undertaking form for the Principal Contractor in Appendix 1 shall be completed and signed by the Managing Director of the company / firm awarded the tender.

**OHS2 INFORMATION REQUIREMENTS**

The contractor must provide the following information.

**OHS2.1. General**

- The Principal Contractor / Sub-Contractor shall have an OHS Policy in accordance with the OHS(Occupational Health and Safety Act, Act 85 of 1993) and include a copy of the Policy in the Health and Safety Plan to be submitted by the Principal Contractor / Sub-Contractor.
- The Principal Contractor / Sub-Contractor shall promptly display a copy of the Company's OHS Policy on the OHS Notice Board for the duration of the contract and include it into information provided to persons at the contract OHS induction.
- The Principal Contractor shall develop a Contract specific OHS Management Commitment Statement based on the Company's OHS Policy.
- The Principal Contractor's Managing Director shall sign the Commitment Statement and prominently display a copy on the OHS file for the duration of the contract. A copy of the Commitment Statement shall be included in information provided to persons at the Contract OHS induction and a copy shall also be supplied to each sub-contractor.

**OHS2.2. Health and Safety Plan**

The Principal Contractor / Sub-Contractor shall develop a Health & Safety Plan to reflect variations in design or changes in site conditions and liaise with the Client / Client's Agent.

The Principal Contractor shall develop this Health and Safety Plan so that it:

**C3.6.2 Health and Safety Specifications by the Employer****Reference No: 8/2/2/436RE (4SO or 3SOPE) (2026-2029)**

- a) Incorporates the contractor's approach to managing the construction work to ensure the health and safety of all persons carrying out the construction work and all persons who may be affected by their work.
- b) Includes the risk assessments prepared by all Contractors under their duties set out in the Construction Regulations 2003 and any other relevant legislation (i.e. the OHS Act and Regulations, etc).
- c) Includes the arrangements for ensuring that, where appropriate or specifically requested, all Contractors / Sub-Contractors prepare suitable and sufficient method statements for their construction works which incorporate adequate measures for ensuring the health and safety of all persons who may be affected by these works.
- d) Incorporates the common arrangements for site safety, statutory notices and registers etc.
- e) Includes the site rules to be adopted for controlling the risks to health and safety during the construction phase(s) or the project.
- f) Includes reasonable arrangements for monitoring compliance with health and safety legislation and site rules.
- g) Includes reasonable measures to ensure co-operation between all Contractors and Sub-Contractors in respect of health and safety provisions and prohibitions.
- h) Includes the steps to be taken to ensure that only authorised persons are allowed into any premises or parts of the site / premises where construction work is being carried out.
- i) Includes arrangements for emergency procedures.
- j) Includes arrangements for ensuring that, so far as is reasonably practicable, every Contractor and Sub-Contractor is provided with comprehensible information about the risks to health and safety of that Contractor / Sub-Contractor, or of any employees or other persons under their control, arising out of the construction works, including the emergency procedures
- k) Includes details of the arrangements for ensuring, so far as is reasonably practicable, that the employees or other persons under the control of any Contractor / Sub-Contractor, and any visitors to the site, receive adequate information about the risks to their health and safety arising out of the construction works and, where necessary, adequate training to carry out their work in a safe and healthy manner.
- l) Includes arrangements for providing all persons at work on the site and visitors to the site with the opportunity and means of discussing and offering advice on health and safety issues relating to the construction works.
- m) Includes arrangements for the reporting of any accidents, injuries or dangerous occurrences, including conforming with the statutory requirements.
- n) Can be modified as the work proceeds to take account of any information received from Contractors / Sub-Contractors, any experience gained during the course of the project or any changes necessary as a result of unforeseen circumstances or alterations to the design.

OHS2.3. Programme

A time estimate required by the contractor to implement the Health & Safety Plan sufficiently for works to commence on site.

OHS2.4. Cost

**C3.6.2 Health and Safety Specifications by the Employer**

Reference No: 8/2/2/436RE (4SO or 3SOPE) (2026-2029)

A detailed breakdown of costs allowed in the contractor's tender for preparing, managing, implementing and monitoring the Health and Safety Plan, and for complying with the requirements imposed on the Principal Contractors under the Construction Regulations of 2003(No. R. 1010 Promulgated 18 July 2003).

**OHS3 GENERAL SITE SAFETY****OHS3.1. Safety training & education**

The Principal Contractor shall detail the OHS competencies and training received by its contract management personnel.

The Principal Contractor's Health and Safety Plan shall have a detailed register of the skills and competencies for all personnel for the activities that the personnel will undertake under the contract. (eg. Mobile plant operators, crane operators etc.)

The Principal Contractor shall demonstrate and maintain documentary evidence of competencies on site for the duration of the contract.

**OHS3.1.1. Induction Training**

The Principal Contractor / Sub-Contractor shall develop and detail a Site Induction Training Programme as part of the Occupational Health and Safety Plan to be submitted to the Client / Client's Agent prior to commencement of construction that includes as a minimum:

- a) Training related to hazards likely to be encountered on Site and control measures that have been developed in response to these hazards;
- b) Roles and Responsibilities;
- c) The requirements of the Health and Safety Plan submitted and approved
- d) Address the identified issues in the Fire Safety, Emergency, Evacuation and Rescue Plan to ensure that all Site personnel are aware of procedures in the event of an incident or emergency occurring;

The Principal Contractor / Sub-Contractor shall evaluate all persons undertaking the site Induction Training through a written test to ensure that inductees have an understanding of the OHS (Occupational Health and Safety) requirements for the contract. The written tests shall be signed and dated by the person undertaking the induction training to attest to their understanding and be retained by the Principal Contractor / Sub-Contractor as a record that the training has been completed.

**OHS3.1.2. Induction training for specified work**

The Principal Contractor / Sub-Contractor shall conduct Site Specific Occupational Health and Safety Induction Training for all personnel, the Client / Client's Agent and all visitors not escorted on Site by inducted persons.

The Principal Contractor / Sub-Contractor shall evaluate all persons undertaking the Site Induction Training through a written test to ensure that inductees have an understanding of the OHS (Occupational Health and Safety) requirements for the contract.

The written tests shall be signed and dated by the person undertaking the induction training to attest to their understanding and be retained by the Principal Contractor / Sub-Contractor as a record that the training has been completed.

**C3.6.2 Health and Safety Specifications by the Employer**

Reference No: 8/2/2/436RE (4SO or 3SOPE) (2026-2029)

**OHS3.2. Recording & reporting of injuries**

Make arrangements for all contractors to report accidents, ill health and dangerous occurrences notifiable to the Department of Labour under Section 24 of the OHS Act (Occupational Health and Safety Act, Act 85 of 1993) (Reporting to DOL (Department of Labour) Inspector regarding certain incidents).

All lost time incidents associated with the contract works or reportable as defined by Section 24 of the OHS Act shall be immediately reported to the Client / Client's Agent.

The Principal Contractor / Sub-Contractor shall provide a detailed report of all accidents / incidents, including events that could have become lost time incidents were it not for fortuitous circumstances to the Client / Client's Agent within 5 days of the incident occurring. The Principal Contractor / Sub-Contractor shall provide copies of all reports and information associated with the incidents to the Client / Client's Agent. Copies of reports must be placed on the Health and Safety File.

Where the Principal Contractor / Sub-Contractor has been:

- Served with a prohibition, contravention or improvement notice under the OHS Act; or
- Required to comply with any order issued by an inspector for the Department of Labour;

The Principal Contractor / Sub-Contractor shall immediately supply a copy of that notice, order or notification to the Client / Client's Agent.

Where the Principal Contractor / Sub-Contractor have been served with a summons or is convicted of any offence in relation to occupational health and safety, the Principal Contractor / Sub Contractor shall immediately supply a copy of that summons to the Client / Client's Agent.

The Principal Contractor / Sub-Contractor shall detail the reporting and investigation procedures for incident investigation. The procedures shall include the investigating officer responsible and the time limits imposed for reporting and investigating the incident and to implement corrective action in a timely manner so as to prevent a recurrence.

The client / Client's Agent may participate in or undertake an investigation into the incident, injury or illness at its discretion and the Principal Contractor / Sub-Contractor shall cooperate with and provide assistance to the investigation organised and undertaken by the Client / Client's Agent.

**OHS3.3. First Aid**

Establish and implement a first-aid programme to provide emergency treatment to victims of accidents, chemical substances or excessive exposure to toxic substances.

The programme shall include:

- proper first aid facilities administered by qualified personnel,
- first-aid boxes,
- first-aid room, where there are 500 or more workers on site,
- training and re-training of first-aiders,
- first-aid treatment procedures,
- standard procedures,
- special procedures, e.g. for poisoning,
- maintenance of first-aid facilities

All first-aid provisions shall comply with the OHS Act (Act 85 of 1993)

**C3.6.2 Health and Safety Specifications by the Employer**

Reference No: 8/2/2/436RE (4SO or 3SOPE) (2026-2029)

**OHS3.4. Housekeeping**

Suitable housekeeping must continuously be implemented on the construction site, including:

- proper storage of materials and equipment
- removal of scrap, waste and debris at appropriate intervals;

Loose materials shall not be placed or allowed to accumulate on the site so as to obstruct access and egress from workplaces and passageways.

**OHS3.5. Stacking & Storage**

- Adequate storage areas are must be provided.
- Storage areas must be kept neat and under control.

**OHS3.6. Illumination**

Provide adequate artificial lighting when work is carried out inside buildings.

**OHS3.7. Personal Protective Equipment**

The Principal Contractor / Sub-Contractor shall provide and maintain suitable PPE (Personal Protective Equipment) for all employees employed on the Site.

The Principal Contractor / Sub-Contractor shall ensure that such PPE comply with the requirements of the OHS Act (Occupational Health and Safety Act, Act 85 of 1993).

The Principal Contractor / Sub-Contractor shall also ensure that all equipment is properly used by his / her employees during the course of their work.

The Principal Contractor / Sub-Contractor shall record all issues of all equipment to his / her employees in documented registers and such registers shall be kept in the Health and Safety File on site and made available for inspection at all times.

The Principal Contractor / Sub-Contractor shall provide the Client / Client's Agent with a colour code by which employees will be identified with regard to occupations, responsibilities, accountabilities, reporting relationships and access to different locations on site. (e.g. hard hats, overalls)

PPE shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards

All personal protective equipment shall be of safe design and construction for the work to be performed.

**OHS3.8. Monthly Health and Safety Audits**

The Principal Contractor shall carry out monthly Health and Safety Audits on the measures contained within his / her Health and Safety Plan submitted to the Client / Client's Agent as well as Health and Safety Plans submitted by Sub-Contractors appointed by the Principal Contractor to demonstrate that the required level of health and safety are being achieved and maintained and compile a full report to the Client / Client's Agent on such audit.

The Client / Client's Agent will audit the Principal Contractor as well as his / her Sub-contractor's Health and Safety Plans from time to time and will advise the Principal Contractor of any matter with which he / she is not satisfied, and the Principal Contractor shall take such steps as are necessary to satisfy the Client / Client's Agent.

The Client / Client's Agent will carry out such audits as he / she considers necessary but not less than monthly.

**C3.6.2 Health and Safety Specifications by the Employer**

Reference No: 8/2/2/436RE (4SO or 3SOPE) (2026-2029)

The Principal Contractor shall make available, specialist personnel as the Client / Client's Agent may consider necessary for the performance of such audits.

The Principal Contractor shall develop and maintain an Audit Schedule that details the audits planned to be undertaken by the Principal Contractor of the work under the contract, including sub-contractors, for the duration of the contract. The Audit Schedule shall form part of the Health and Safety Plan that needs to be submitted by the Principal Contractor.

Audit reports shall detail the scope of the audit, the audit questions and the audit findings.

The Client / Client's Agent shall be promptly provided with copies of all audit reports together with other documentation to show that all matters raised have been appropriately addressed.

Unless otherwise directed by the Client / Client's Agent the Principal Contractor / Sub-Contractor shall undertake its initial OHS Audit within 4 weeks of commencement of work. The Principal Contractor / Sub-Contractor shall undertake subsequent OHS Audits at a frequency not less than once every 3 months.

All Principal Contractor's OHS Audits shall include an assessment of Sub-Contractor compliance with the approved OHS Plan.

**OHS3.9. Handing over of Project Health and Safety file**

- Hand over a consolidated health and safety file to the Client / Client's Agent upon completion of construction work, including all drawings, designs, materials used and other similar information concerning the completed structure.
- In addition to the Health and Safety File compile and hand over a comprehensive and updated list of all contractors on site accountable to the Principal Contractor as well as the agreements between the parties and the type of work done by them.

**OHS3.10. Records and Records Management**

- The control of records shall be in accordance with the Principal Contractor's / Sub-Contractor's approved Health and Safety Plan for the contract.
- Records shall be registered, ordered and retained on Site in the Health and Safety File for the duration of the contract.

**OHS4 DISPOSAL OF MATERIALS**

See – Environmental Management Plan – Tender Document

**OHS5 CONCLUSION**

The hazards listed above were identified as posing potential threats to the health and or safety of persons that will work on the contract. Although every effort was made to ensure that every possible hazard was identified OHSEC cannot guarantee this. Therefore it is imperative for the contractor to conduct a comprehensive risk identification and hazard assessment in order to make certain that all hazards are identified.

## **Contract**

Reference No. 8/2/2/436RE (4SO or 3SOPE) (2026-2029)

### **MIDVAAL LOCAL MUNICIPALITY**

**CONTRACT NO: 8/2/2/436RE (4SO or 3SOPE) (2026-2029)**

#### **Annex C3.6.3 Construction Environmental Management Plan**

### **PEM ENVIRONMENTAL MANAGEMENT PLAN**

#### **PEM.1 PURPOSE**

The purpose of the EMP is to encourage good management practices through planning and commitment with respect to environmental issues, and to provide rational and practical environmental guidelines to minimise disturbance of the natural environment.

The Environmental Management Plan (EMP) outlines measures to be implemented in order to minimise adverse environmental degradation associated with the works. It serves as a guide for the contractor and the construction workforce on their roles and responsibilities concerning environmental management on site, and it provides a framework for environmental monitoring throughout the construction period.

The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues;
- Define how the management of the environment is reported and performance evaluated;
- Provide rational and practical environmental guidelines to:
  - Adopt the best practicable means available to prevent or minimise adverse environmental impacts,
  - Prevent pollution of land, air and water,
  - Minimise disturbance of the natural environment,
  - Comply with all applicable laws, regulations, standards and guidelines for the protection of the environment;
  - Prevent soil erosion and facilitate re-vegetation, and,
  - Protect indigenous flora and fauna.
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes;
- Describe all monitoring procedures required to identify impacts on the environment; and,
- Train employees and contractors with regard to environmental obligations.

### **ENVIRONMENTAL AWARENESS AND COMPLIANCE**

#### **Responsibilities for Environmental Management**

The Contractor and/or its agents will be responsible for environmental control on site during the construction period. It is suggested that a pre-construction meeting is held in order to reach agreement on specific roles of the various parties (Emfuleni Municipality or its representatives, Consulting Engineer, Contractor and Sub-Contractors) and penalties for non-compliances. Surrounding residents must be notified in advance of any potentially disturbing activities.

#### **Training and Induction of Employees**

The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes sub-contractors, casual labour, etc.). The EMP shall be part of the terms of reference for all contractors, sub-contractors and suppliers. The contractor will be required to give assurance that she/he understands the EMP and that she/he will undertake to comply with the conditions therein. All senior and supervisory staff members shall familiarise themselves with the full contents of the EMP. They shall know and understand the specifications of the EMP and shall be able to assist other staff members in matters relating to the EMP.

Before commencing with any work, all staff members shall be appropriately briefed about the EMP and relevant occupational health and safety issues.

#### **Complaints Register and Environmental Incident Book**

Any complaints received from the community must be registered and recorded by the contractor on site. The complaint must be brought to the attention of the Engineer or Engineer's Representative, who will respond accordingly.

The following information will be recorded:

- Time, date and nature of the complaint;

## **Contract**

### **Reference No. 8/2/2/436RE (4SO or 3SOPE) (2026-2029)**

- Response and investigation undertaken; and,
- Actions taken and by whom.

All complaints received will be investigated and a response (even if pending further investigation) will be given to the complainant within 7 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

## **Environmental Monitoring**

Environmental audits must be undertaken by the Engineer's Representative on a monthly basis, and on a daily basis (or what is deemed necessary by the Engineer's Representative) during times of high impact activities such as water supply shut downs. This audit will be undertaken in order to ensure compliance of all aspects of the EMP are met.

### *Public Roads*

- The Contractor may not cause the disruption of public or private roads or tracks.
- Should such a disruption inadvertently occur the Contractor will be responsible for the repair thereof.
- The Contractor must ensure that construction vehicles do not spill or drop construction/demolition materials (asphalt, sand, cement, debris) onto public roads.
- Spillages can be controlled by not overfilling construction vehicles, using a tarpaulin to cover the materials being transported and reducing vehicle speeds.
- The Contractor will be responsible for cleaning up spillages along public roads resulting from construction vehicles or activities.

### *Domestic Waste and Litter*

- The working areas and the Contractor's Camp are to be cleared of litter on a daily basis.
- Domestic waste is to be stored in watertight, scavenger-proof and wind proof waste receptacles at the camp.
- No litter is to be stored at the working areas and waste from the working areas must be transferred to the Contractor's Camp daily on the completion of work.
- Domestic waste is to be cleared on a regular basis and transferred to a permitted domestic disposal site. No domestic waste is to be buried or burned on site.

### *Scrap Metal and Hazardous Substance Containers*

- Scrap metal (components, sheet metal, nails, tins) must be stored in a designated scrap metal container (e.g. a skip) located at the Contractor's Camp.
- All scrap metal is to be collected on the completion of a day's work and transferred to the container.
- When the scrap metal container is full, the scrap metal must either be collected by a scrap metal dealer or transferred to a permitted disposal site.
- Hazardous substance containers (oil cans, paint tins, chemical containers, etc), contaminated substrates and materials used in the clean-up of spillages must be stored in a designated, impermeable container (e.g. a skip) located at the Contractor's Camp if it is not possible to remove them from the site immediately.
- The hazardous substance containers, contaminated soil, clean-up materials, etc. must be transferred to a permitted disposal site on a regular basis.

### *Construction Debris*

- On completion of construction, all leftover construction materials are to be removed from the working area and Contractor's Camp (sand, gravel, cement, cement bags, timber).
- The materials must either be disposed of at a permitted site, or taken to the Contractor's depot (whichever option is most applicable and practical).
- Construction debris is not to be buried on site.

### *General*

- The Contractor must identify a permitted disposal site for the various categories of waste likely to be generated on site and must provide the Engineer's Representative with documented proof of the type and volume of waste disposed of at these sites.
- The general cleanliness of the site and compliance with the waste disposal requirements outlined will form part of the site inspections undertaken by the Engineer's Representative.
- Where possible, waste must be collected for recycling programmes (cans, paper, plastics) provided that the original contents of the containers was not hazardous.

## **Contract**

**Reference No. 8/2/2/436RE (4SO or 3SOPE) (2026-2029)**

### *Toilet Facilities*

- An adequate number of self-contained chemical toilets must be established at the Contractor's Camp and active working area. Contractors must supply toilet paper at all toilets, and will be responsible for maintenance and servicing.
- The ablution facilities must conform to the requirements of the Department of Health and the Emfuleni Municipality.
- Toilets must not be placed outside areas susceptible to standing or flowing water and siting must be done in consultation with the Engineer's Representative.
- The ablution facilities must be maintained in a clean and orderly state and are to be regularly cleared to prevent odour and pest problems.
- A contingency plan for spills from toilets must be supplied by the Contractor and approved by the Engineer's Representative.
- Contractors must ensure that no spillage occurs when chemical toilets are cleaned and cleared and that the contents is carefully stored and transported when removing off-site.
- Performing ablutions outside toilet facilities will be strictly prohibited.

### *Provision of Water*

- The use of water on the site from natural sources (surface or groundwater) is forbidden, unless approved by the Engineer's Representative, and provided that an appropriate licence is obtained from the Department of Water Affairs and Forestry.
- Potable water is to be sourced from an existing supply, and made available at various localities at the Contractor's Camp.
- A dedicated source of water for dust suppression purposes must be determined during site establishment and be approved by the ECO.

### *Protecting the Biophysical Environment*

- The Contractor may not cause the pollution of any watercourses whether flowing or not.
- To prevent the contamination of water by materials used during construction, ensure the following:
  - materials are prepared and stored away from water bodies;
  - implement measures to prevent seepage of liquid materials into ground where it could contaminate groundwater;
  - Ensure prompt cleaning up of accidental spillages.
- To prevent the contamination of water bodies by diesel, grease, oil, etc. derived from the camp and working area ensure that:
  - the machinery/equipment is maintained in a good operating condition;
  - specially designated areas for vehicle maintenance are created;
  - Accidental spillages are cleaned up promptly.
- The water bodies are not to be used for the rinsing and cleaning of construction equipment and related (e.g. oil tins, paint containers). This is to be done at the Contractor's Camp at the allocated working area.

### *Fauna*

- No member of the construction team will be permitted to harm or kill wild animals and livestock or any form of animal shelter / watering point.
- No member of the construction team will be permitted to feed native animals or bring his/her own pets to the construction site.
- Avoid attracting animal pets by keeping the construction site free of litter and by providing adequate covered waste receptacles that cannot be accessed by animal pets;

### *Flora*

- The contractor should only remove the minimum amount of vegetation necessary to enable work to proceed;
- Make use of any vegetation that is removed e.g. as a brush mattress (for erosion control) or for mulching (as part of site restoration);
- Remove invasive plants present on site but ensure that the clearing process does not encourage further spread of the invasive species.
- Leave large trees and attractive specimens/clumps of vegetation intact (aesthetics, shade).
- Ensure that valuable natural plant communities and continuous belts of natural vegetation are not disturbed;

### *Employment*

## **Contract**

### **Reference No. 8/2/2/436RE (4SO or 3SOPE) (2026-2029)**

- Workers are to be made aware that employment is only temporary and will cease at the end of the Contract period. Where possible, employment of local persons should be used for capacity building and the imparting of new skills.

#### Damage to Property and Structures

- Damage to private property must be avoided as far as possible.
- Should damage to the aforementioned occur, the Contractor will be responsible for repairing the damage caused or compensating the property owner accordingly.

**SATISFACTORY LETTER -ANNEXURE A**

**TO: MIDVAAL LOCAL MUNICIPALITY**

I, the undersigned being duly authorized to do so, hereby furnish a reference to Midvaal Local Municipality relative to bid **8/2/2/436RE (2026-2029)** for the **BID TO APPOINT A SERVICE PROVIDER FOR INTERNAL PLUMBING REPAIRS ON INDIGENT HOUSEHOLDS AND IMPLEMENTATION OF WATER CONSERVATION OR WATER SAVING AWARENESS ON AN AS AND WHEN REQUIRED BASIS FROM 1 JULY 2026 TO 30 JUNE 2029**

---

**Name of bidder:** .....

**Description of service provided:** .....

.....

.....

**Project value:** .....

**Duration / time when the above was provided:** .....

**(dd/mm/yyyy – dd/mm/yyyy)**

**Was their performance satisfactory?**

**Yes / No**

*If No*, please furnish details: .....

.....

**Was the product offered complying with the specifications?**

**Yes / No**

*If No*, please furnish details: .....

.....

**Will you recommend this supplier to anyone without reservations?**

**Yes / No**

**Rate this supplier out of a possible score of 05, with 05 being excellent and 1 being**

**unacceptable:**

---

**Name of authorized person:** ..... **Signature:** .....

**Telephone:** ..... **E-mail:** .....

**Date:** .....

**Completed on behalf of (Name of Institution)**

***NB:*** This document must be completed in full by the referee and must be included in the bid submission. Failure to adhere to this requirement will result in the bidder's submission being disregarded, and the bidder will have no claim against the municipality.



**SATISFACTORY LETTER -ANNEXURE B**

**TO: MIDVAAL LOCAL MUNICIPALITY**

I, the undersigned being duly authorized to do so, hereby furnish a reference to Midvaal Local Municipality relative to bid **8/2/2/436RE (2026-2029)** for the **BID TO APPOINT A SERVICE PROVIDER FOR INTERNAL PLUMBING REPAIRS ON INDIGENT HOUSEHOLDS AND IMPLEMENTATION OF WATER CONSERVATION OR WATER SAVING AWARENESS ON AN AS AND WHEN REQUIRED BASIS FROM 1 JULY 2026 TO 30 JUNE 2029**

---

**Name of bidder:** .....

**Description of service provided:** .....

.....

**Project value:** .....

**Duration / time when the above was provided:** .....

**(dd/mm/yyyy – dd/mm/yyyy)**

**Was their performance satisfactory?** Yes / No

*If No*, please furnish details: .....

.....

**Was the product offered complying with the specifications?** Yes / No

*If No*, please furnish details: .....

.....

**Will you recommend this supplier to anyone without reservations?** Yes / No

**Rate this supplier out of a possible score of 05, with 05 being excellent and 1 being**

**unacceptable:**

---

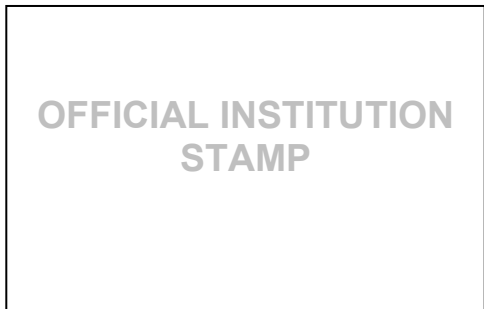
**Name of authorized person:** ..... **Signature:** .....

**Telephone:** ..... **E-mail:** .....

**Date:** .....

**Completed on behalf of (Name of Institution)**

***NB:** This document must be completed in full by the referee and must be included in the bid submission. Failure to adhere to this requirement will result in the bidder's submission being disregarded, and the bidder will have no claim against the municipality.*



**SATISFACTORY LETTER -ANNEXURE C**

**TO: MIDVAAL LOCAL MUNICIPALITY**

I, the undersigned being duly authorized to do so, hereby furnish a reference to Midvaal Local Municipality relative to bid **8/2/2/436RE (2026-2029)** for the **BID TO APPOINT A SERVICE PROVIDER FOR INTERNAL PLUMBING REPAIRS ON INDIGENT HOUSEHOLDS AND IMPLEMENTATION OF WATER CONSERVATION OR WATER SAVING AWARENESS ON AN AS AND WHEN REQUIRED BASIS FROM 1 JULY 2026 TO 30 JUNE 2029**

---

**Name of bidder:** .....

**Description of service provided:** .....

.....

**Project value:** .....

**Duration / time when the above was provided:** .....

**(dd/mm/yyyy – dd/mm/yyyy)**

**Was their performance satisfactory?** **Yes / No**

*If No*, please furnish details: .....

.....

**Was the product offered complying with the specifications?** **Yes / No**

*If No*, please furnish details: .....

.....

**Will you recommend this supplier to anyone without reservations?** **Yes / No**

**Rate this supplier out of a possible score of 05, with 05 being excellent and 1 being**

**unacceptable:**

---

**Name of authorized person:** ..... **Signature:** .....

**Telephone:** ..... **E-mail:** .....

**Date:** .....

**Completed on behalf of (Name of Institution)**

***NB:** This document must be completed in full by the referee and must be included in the bid submission. Failure to adhere to this requirement will result in the bidder's submission being disregarded, and the bidder will have no claim against the municipality.*



# CERTIFICATE OF UNDERTAKING - ANNEXURE D

## CERTIFICATE OF UNDERTAKING

I, the undersigned, in submitting the accompanying bid:

### **BID TO APPOINT A SERVICE PROVIDER FOR INTERNAL PLUMBING REPAIRS ON INDIGENT HOUSEHOLDS AND IMPLEMENTATION OF WATER CONSERVATION OR WATER SAVING AWARENESS ON AN AS AND WHEN REQUIRED BASIS FROM 1 JULY 2026 TO 30 JUNE 2029**

in response to the invitation for the bid made by:

Midvaal Local Municipality, 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 will ensure that all plant and equipment indicated on the table below (list not exhaustive) will be made available by myself (the bidder) upon award of contract for the entire duration of the contract for the purpose of executing the works. In the event of not owning the plant and / or equipment I will lease the required plant and equipment.

Description
LDV
Tongue and groove pliers
Hacksaw
Tap wrench
Pipe wrench
Torch
Bucket
Pressure tester/gauge
Pipe cutter
Adjustable Spanners
Blowlamp and gas
Jointing Compound/putty
Assortment of Allan keys
Water stop kit

2. It is my (the bidder) responsibility to ensure that all plant and equipment available will be in good working condition and will not be older than 15 years (2008).

3. All rates must include 15% VAT.

.....

Signature Date

.....

Position Name of Bidder

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#### **Annex C3.6.4 Drawings**

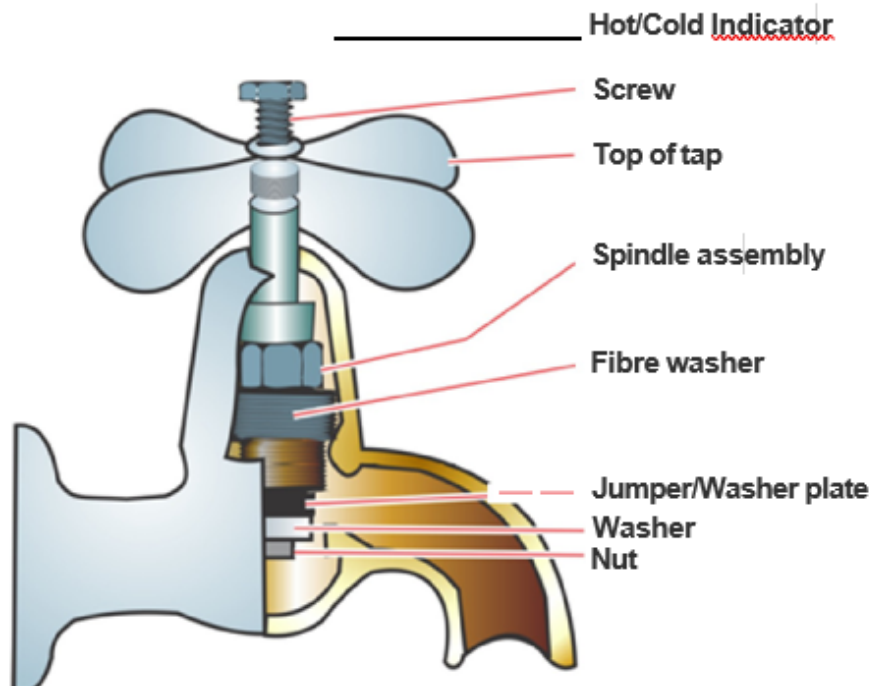
1. Bound into this document

<b>Drawing Number</b>	<b>Description</b>
P0020-D001-00	Tap Internal Components

Note: No claims for misunderstanding reduced drawings will be considered. The drawing attached is for illustrative purpose on how to strip the chrome basin and sink taps to access the tap internal components such as washer, jumper, etc.

# ANNEXURE E

## DRAWING



### Tap Internal components

#### Step 1

Check whether the faucet is dripping hot or cold water. You may only have to fix one handle unit, not both. Then shut off the water supply valves - if they aren't hot or if they can't work, turn off the master stop for the whole house. Turn on both faucets to let the water drain out.

#### Step 2

If the spindle is decorated with plastic buttons on top of each handle, just slip the blade of your screwdriver under the edge and twist. It should pop right off. Unscrew the screw underneath and pry off the handle. Some times because of the tank, corrosion makes it stick. Try wiggling it back and forth while prying upwards with the screwdriver. The inner workings may break.

#### Step 3

What you see underneath the handle is called the stem. Fit your wrench to the hexagonal nut and loosen it. You may unscrew clockwise or counter-clockwise so if it doesn't go a little way, try the other. Then unscrew with your fingers until the whole stem is out of the faucet.

#### Step 4

On the bottom of the stem there is a screw holding a rubber washer in place. Unscrew it and put in a new washer of the same size and reattach the screw.

#### Step 5

Rub a little petroleum jelly on the threads of the stem. Then screw the stem back into place, tightening it with your wrench. Put the handle back on and turn on the water supply.

**PERFORMANCE MANAGEMENT SYSTEM**

**ANNEXURE "B"**

**EXTERNAL SERVICE PROVIDERS**

(in terms of Section 116 of the Municipal Finance Management Act, Act 56 of 2003)

<b>CONTRACT</b>		<b>BID TO APPOINT A SERVICE PROVIDER FOR INTERNAL PLUMBING REPAIRS ON INDIGENT HOUSEHOLDS AND IMPLEMENTATION OF WATER CONSERVATION OR WATER SAVING AWARENESS ON AN AS AND WHEN REQUIRED BASIS FROM 1 JULY 2026 TO 30 JUNE 2029</b>			
<b>COMPANY</b>					
<b>TENDER NO</b>	<b>BID 8/2/2/436RE (2026-2029)</b>	<b>DATE APPROVED</b>			
<b>TERM OF CONTRACT</b>		1 JULY 2026 – 30 JUNE 2029			
<b>RESPONSIBLE PERSON FOR ASSESSMENT &amp; COMPLETION OF PERFORMANCE REPORT</b>		MONTHLY BASIS			
<b>KEY PERFORMANCE AREA</b>	<b>KEY PERFORMANCE INDICATOR</b>	<b>RESPONSIBLE PERSON &amp; TARGET DATE</b>	<b>COMPLIANCE &amp; DATE</b>	<b>DEVIATIONS, IF ANY, PROVIDE REASONS</b>	<b>AGREED RECTIFICATION MEASURES TO COMPLY</b>
<b>A. OPERATIONAL KPI's (TO BE COMPLETED BY RELEVANT DEPARTMENT ACCORDING TO APPROVED TENDER SPECIFICATIONS)</b>					
<b>Project Initiation</b>	<ol style="list-style-type: none"> <li>2. Submit and obtain approval for Health &amp; Safety file.</li> <li>3. Inform department of labour about the project.</li> <li>4. Provide monthly labour reports as required for EPWP reporting.</li> <li>5. Submit construction programme and obtain approval from the Engineer.</li> <li>6. Provide construction guarantees and proof of insurance as required.</li> </ol>	Service Provider Within 14 days of award.			
<b>Contract Administration</b>	<ol style="list-style-type: none"> <li>1. Provide Monthly progress report.</li> <li>2. Provide an updated construction programme monthly.</li> <li>3. Submit invoices on or before 25<sup>th</sup> of each month.</li> <li>4. Attend site meetings as arranged by the Engineer.</li> </ol>	Service Provider Monthly.			
<b>Construction</b>	<ol style="list-style-type: none"> <li>2. Compliance with health and safety requirements.</li> <li>3. Comply with quality requirements.</li> </ol>	Service Provider			

	<ul style="list-style-type: none"> <li>4. Maintain progress in accordance with approved construction programme.</li> <li>5. Provide required testing and design certificates.</li> </ul>	Monthly or as required.			
KEY PERFORMANCE AREA	KEY PERFORMANCE INDICATOR	RESPONSIBLE PERSON & TARGET DATE	COMPLIANCE & DATE	DEVIATIONS, IF ANY, PROVIDE REASONS	AGREED RECTIFICATION MEASURES TO COMPLY
<b>B. COMMERCIAL KPI</b>					
<b>1. Completion and submission of Vendor Application Form</b>	Submission of fully completed original Vendor Application Form	Service Provider Annually			
<b>2. Certified copies of mandatory documents</b>	Submission of the following mandatory documents: <ul style="list-style-type: none"> <li>1. Certified copy of company registration</li> <li>2. Certified copy of Proof of Ownership</li> <li>3. Proof of bank details (Bank statement or can-celled cheque)</li> <li>4. Valid Income Tax for the owner of the business</li> <li>5. Original Tax Clearance Certificate for the owner of the business</li> <li>6. PAYE if staff are employed</li> <li>7. VAT Registration (above R300 000 annual turnover), if registered for VAT</li> <li>8. UIF Certificate if staff are employed</li> <li>10. Workman's compensation if staff are employed</li> <li>11. Security Officer's Board – if applicable – security industry</li> <li>12. Certified proof of disability – if owner is disabled</li> <li>13. Clear certified copy of owners Identity Document</li> <li>14. Document stamped and signed by Commissioner of Oath</li> <li>15. The Declaration of Interest Form completed and signed in full</li> </ul>	Service Provider Annually			
<b>3. Submission of Invoices</b>	The Original Tax Invoices submitted for payment reflects the following information: <ul style="list-style-type: none"> <li>1. On letterhead</li> <li>2. Business street/physical address</li> </ul>	Service Provider Monthly			

	3. Business telephone and fax number 4. Quotation reference number 5. Company VAT Registration Number (if applicable) 6. Midvaal Local Municipality's VAT Registration Number: 4700193503 7. Tax Reference Number 8. Company Registration Number				
<b>4. Indemnity Clause</b>	Indemnification of Midvaal Local Municipality of any in-juries or losses that may occur during the execution of work	Service Provider Annually			
<b>KEY PERFORMANCE AREA</b>	<b>KEY PERFORMANCE INDICATOR</b>	<b>RESPONSIBLE PERSON &amp; TARGET DATE</b>	<b>COMPLIANCE &amp; DATE</b>	<b>DEVIATIONS, IF ANY, PROVIDE REASONS</b>	<b>AGREED RECTIFICATION MEASURES TO COMPLY</b>
<b>B. COMMERCIAL KPI (continued)</b>					
<b>5. Occupational Health &amp; Safety Act</b>	Compliance to Occupational Health & Safety Act at all times	Service Provider Ongoing			
<b>6. Construction Industry De-velopment Board (on CIDB bids)</b>	Construction Guarantee sub-mitted within the stipulated time-frame in the form of: 1. Valid bank guaranteed cheques; or 2. An official bank construction guarantee on letter-head from the bank or institution	Service Provider Annually			
<b>7. Penalties and Delays</b>	The penalty for failing to achieve set target of households of the purchase order will be 1% of the purchase order amount per day.	Service Provider Ongoing			

Accepted and agreed upon:

\_\_\_\_\_  
ON BEHALF OF SERVICE PROVIDER

\_\_\_\_\_  
SIGNATURE: MIDVAAL ENGINEERING SERVICES

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE