

DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY



**APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF
BOREHOLES IN PRIVATE FARMS WITHIN DR PIXLEY KA SEME LOCAL
MUNICIPALITY.**

T22/2025

TENDER DOCUMENT

DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY

Private Bag X9011

VOLKSRUST, 2470

Tel: +27 (0) 17 734 6100

Fax: +27 (0) 86 630 2209

NAME OF TENDERER:

TOTAL BID PRICE (EXCL. VAT):

TOTAL BID PRICE (INCL. VAT):

VAT AMOUNT:

CENTRAL SUPPLIER DATABASE NO:

TAX COMPLIANT STATUS PIN:

CLOSING DATE: THURSDAY, 29 MAY 2025 AT 12:00 PM



**EXPANDED PUBLIC WORKS PROGRAMME
CONTRIBUTING TO A NATION AT WORK**

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T1.1 TENDER NOTICE AND INVITATION TO TENDER



DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY

TENDER T22/2025: APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF BOREHOLES IN PRIVATE FARMS WITHIN DR PIXLEY KA SEME LOCAL MUNICIPALITY

CLOSING DATE AND TIME: THURSDAY, 29 MAY 2025 AT 12:00 PM

Tenders are hereby invited from experienced Local SMME's and emerging contractors for the **appointment of a contractor for the refurbishment of boreholes in private farms within Dr Pixley ka seme local municipality**. CIDB registration of grading 3CE or Higher is applicable.

Tender documents will be available at no cost on the e-Tender/ DPKISLM Website at <http://www.etenders.gov.za/content/advertised-tenders/>.

Duly completed tenders enclosed in a sealed envelope marked **"TENDER NO 22/2025: APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF BOREHOLES IN PRIVATE FARMS WITHIN DR PIXLEY KA SEME LOCAL MUNICIPALITY; CLOSING DATE: THURSDAY, 29 MAY 2025 AT 12:00"** with the name of the Tenderer, shall be deposited in the tender box provided at the DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY before **12h00** on the closing date. The tenders will be opened in public.

Technical queries may be directed to **Ms Mendy Mabhengu** on **017 734 6100** or email:

mendym@pixleykaseme.gov.za

Tender documents enquiries may be directed to **Ms Melody Ralinotsi** on **017 734 6100** or email

melodyr@pixleykaseme.gov.za.

There will be no compulsory clarification briefing for this tender. All tenders will be subjected to functionality evaluation. The 80/20 point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Policy Framework Act, Act No 5 of 2000; Section 2(1)(d)(i), Preferential Procurement Regulation 2022. and as in line with Dr Pixley Ka Isaka Seme Local Municipality SCM policy. 80 points will be allocated in respect of price and 20 points of GSDM specific goals. All bidders must be registered on the Central Supplier Database (CSD).

Tenderers must have the necessary skills, experience and capacity to perform the required work.

The closing date and time for the tender is **THURSDAY, 29 MAY 2025 AT 12:00 PM**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders are valid for a period of 90 days after the closing date

Dr Pixley Ka Isaka Seme Local Municipality is not obliged to appoint the bidder with the lowest price but will consider the bidder scoring the highest number of points in line with the set criteria.

Dr Pixley Ka Isaka Seme Local Municipality reserves the right not to make any appointment for this tender.

Mr. MA NGCOBO

MUNICIPAL MANAGER

PART A

MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY)					
BID NUMBER:	T22/2025	CLOSING DATE:	29 MAY 2025	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF BOREHOLES IN PRIVATE FARMS WITHIN DR PIXLEY KA SEME LOCAL MUNICIPALITY				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD1).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
CNR ADELEIDE & DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY					
Private Bag 9011 Volksrust, 2470					
Tender Box Situated at Main Entrance- Reception of DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY					
CONTRACTOR 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]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED: 			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Finance- SCM Unit	CONTACT PERSON	Ms Mendy Mabhengu
CONTACT PERSON	Ms Melody Ralinotsi	TELEPHONE NUMBER	017 734 6135
TELEPHONE NUMBER	017 734 6100	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	mendym@pixleykaseme.gov.za
E-MAIL ADDRESS	melodyr@pixleykaseme.gov.za		

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, ACT No 5 of 2000; Section 2(1)(d)(i) AND THE PREFERENTIAL PROCUREMENT REGULATIONS 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) 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. 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.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY

TENDER T22/2025: APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF BOREHOLES IN PRIVATE FARMS WITHIN DR PIXLEY KA SEME LOCAL MUNICIPALITY

T1.2 Tender Data

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

The Standard Conditions of Bid make several references to the Bid Data for details that apply specifically to this Bid. The Bid Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Bid. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Bid to which it mainly applies.

The additional conditions of Bid are:

Clause number	Bid Data
F.1.1	The employer is the DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY.
F.1.2	The Bid documents issued by the employer comprise: T1.1 Bid notice and invitation to Bid T1.2 Bid data T2.1 List of returnable documents T2.2 Returnable schedules Part 1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Adjudicator's appointment Part 2: Pricing data C2.1 Pricing instructions C2.2 Bill of Quantities Part 3: Scope of work C3 Scope of work Part 4: Site information C4.1 Site information C4.2 Geotechnical Investigation C4.3 Photographs of existing road Part 5 : Drawings Appendices Annexure A : Schedule of Personnel and Employer Annexure B : Preliminary Programme Annexure C : Financial Details, Statements and Bank reference Annexure D : Special Conditions of Contracts

F.1.4	The employer's details are: Name: Dr. Pixley Ka Isaka Seme Local Municipality Address: c/o Adelaide Tambo & Dr. Nelson Mandela Drive Volksrust, 2470 Tel: 017 734 6100 Fax: 086 630 2209 E-mail: records@pixleykaseme.gov.za The employer's agent is: Name: SCIP ENGINEERING GROUP Private Bag x7297 Postnet 145 eMalahleni,1035 Mpumalanga Tel: 011 888 1425 Email: jorburg@scip.co.za
F.2.1	Only those Bidders who have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for labour intensive competencies for supervisory and management staff are eligible to submit Bids.

T1.2 Tender Data

Standard Conditions of Bid

(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)

F.1 General

F.1.1 Actions

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

F.1.2 Bid Documents

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

F.1.3 Interpretation

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

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

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

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

F.1.4 Communication and employer's agent

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

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

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

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

F.2 Bidder's obligations

F.2.1 Eligibility

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

F.2.2 Cost of Bidding

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

Obtain, as necessary for submitting a Bid 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 Bid documents by reference.

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

Attend **compulsory a clarification meeting** at which Bidders may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the Bid data.

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the Bid offer

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

F2.10.2 Show VAT payable by the employer separately as an addition to the Bided 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 Bid data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

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

F.2.12 Alternative Bid offers

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

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

F.2.13 Submitting a Bid offer

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

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

F.2.13.3 Submit the parts of the Bid offer communicated on paper as an original plus the number of copies stated in the Bid 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 Bid offer where required in terms of the Bid data. The employer will hold all authorized signatories liable on behalf of the Bidder. Signatories for Bidders 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 Bid offer.

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

F.2.13.6 Where a two-envelope system is required in terms of the Bid data, place and seal the returnable documents listed in the Bid 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 Bid data, as well as the Bidder's name and contact address.

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

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

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the Bid offer at the address specified in the Bid data not later than **12h00 on Thursday, 29 May2025** as stated in the Bid data. Proof of posting shall not be accepted as proof of delivery. The

employer shall not accept Bid offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Bid data.

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

F.2.16 Bid offer validity

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

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

F.2.17 Clarification of Bid offer after submission

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

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred Bidder 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 Bid offer, the Bidder'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 Bidder 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 Bid 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 Bid data.

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

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

F.2.21 Check final draft

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

F.2.22 Return of other Bid documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to clarification

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

F.3.2 Issue Addenda

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

F.3.3 Return late Bid offers

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

F.3.4 Opening of Bid submissions

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

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

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate the quality of the technical proposals offered by Bidders, then advise Bidders 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 Bidders, who score in the quality evaluation above the minimum number of points for quality stated in the Bid data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Bidders whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors

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

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

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

F.3.10 Clarification of a Bid offer

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

F.3.11 Evaluation of Bid offers

F3.11.1 General

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

Method 1: Financial offer	1) Rank Bid offers from the most favorable to the least favorable comparative offer. 2) Recommend highest ranked Bidder for the award of the contract unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score Bid evaluation points for financial offer. 2) Confirm that Bidders are eligible for the preferences claimed and if so, score Bid evaluation points for preferencing. 3) Calculate total Bid evaluation points. 4) Rank Bid offers from the highest number of Bid evaluation points to the lowest. 5) Recommend Bidder with the highest number of Bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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

Note: Sub-clause F3.11.1 Method 4 will be used for the evaluation of this tender.

FUNCTIONALITY CRITERIA EVALUATION

The following is the criteria that the Bidders will be evaluated for Functionality:

According to the MFMA Circular No. 53 of the Municipal Finance Act No. 56 of 2003, Bidders will also be evaluated on Functionality. The minimum Score for functionality is 60%, 60 points out of 100 as prescribed in the following table. The bidder must score the minimum points in each and every category to show the ability to execute this project.

MINIMUM SCORE 60

MAXIMUM SCORE 100

NB: FAILURE TO OBTAIN MINIMUM SCORE WILL RESULT IN DISQUALIFICATION.

TABLE A1: EXPERIENCE OF THE BIDDER

	TARGETED GOALS	TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1		7		
2		7		
3		7		
4		7		
5		7		
	SUB-TOTAL: EXPERIENCE	35		

SCORING QUALITY FOR TABLE A1 ABOVE: (Maximum 35 Points)

- Experience on previous contracts of a project with a similar scope and of similar value completed over last five years.
- Reference details must be valid in order to ensure gathering of relevant information. Experience must be on borehole construction, borehole maintenance or borehole refurbishments.
- The tenderer must submit an appointment letter and completion certificate for each project.
- The tenderer must also obtain a positive letter of reference from the Project Manager of previous completed project.
- Points shall be allocated to tenderers who submit both the completion certificate and the reference

letter.

- Points shall be awarded as follows below for each project completed with a traceable reference:

Required	Points allocation	Proof required.
5 similar construction projects value above R 2 000 000.00 or more	35 Points	Attach appointment letter, completion certificate and reference letter per project submitted for evaluation.
4 similar construction projects value above R 2 000 000.00 or more	28 Points	
3 similar construction projects value above R 2 000 000.00 or more	21 Points	
2 similar construction projects value above R 2 000 000.00 or more	14 points	
1 similar construction projects value above R 2 000 000.00 or more	7 points	
No similar work	0 points	

Note: Where appointed project values received from tenderers for consideration exceed the value stated above, a maximum of 7 points shall be awarded per project. Tenderers who do not submit at least one project shall be disqualified and not considered for further evaluation. To score the full 35 points, a minimum of 5 similar projects must be included.

TABLE A2: SPECIFIC KNOWLEDGE

	TARGETED GOALS	TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1	Site Agent	20		
2	Site Foreman	10		
3	Safety Officer	10		
4	LIC Supervisor	10		
	SUB-TOTAL: Specific Knowledge	50		

SCORING QUALITY FOR TABLE A2 ABOVE – (Maximum 50 Points)

KEY PERSONNEL	TARGETED GOALS	POINTS ALLOCATION
Site Agent NQF level 6 or Higher in Civil Engineering	No information or inadequate information submitted to determine scoring level	0
	Site Agent with NQF 6 or Higher in Civil Engineering and 1 – 3 years of relevant similar project experience with 3 completed projects	15
	Site Agent with NQF 6 or Higher in Civil Engineering and 4 years or more years of relevant similar project experience with 6 completed projects or more	20
Site Foreman NQF Level 4 or Higher in Civil	No information or inadequate information submitted to determine scoring level	0
	Site Foreman with NQF 4 or Higher in Civil Engineering and 1 – 3	5

Engineering	years of relevant similar project experience with 3 completed projects	
	Site Foreman with and NQF 4 or Higher in Civil Engineering and 4 years or more years of relevant similar project experience with 6 completed projects or more	10
Safety officer SAMTRAC accredited qualification	No information or inadequate information submitted to determine scoring level	0
	Safety officer with SAMTRAC accredited qualification and 1 – 3 years of relevant construction experience with 3 completed projects	5
	Safety officer with SAMTRAC accredited qualification and 4 years or more years of relevant construction experience with 6 completed projects or more	10
LIC Supervisor NQF Level 5 in Labour Intensive Construction (Manage Labour Intensive Construction)	No information or inadequate information submitted to determine scoring level	0
	Manage Labour Intensive Construction with NQF Level 5 or Higher Certificate in LIC and 1 – 3 years of relevant experience with 3 completed projects	5
	Manage Labour Intensive Construction with NQF Level 5 or Higher Certificate in LIC and 4 years or more years of relevant experience with 6 completed projects or more	10

Point Allocation:

Note: CV's and certified copies of qualifications must be attached in order to qualify for points Where CVs are attached with no certified copies of qualifications, no point will be awarded. A maximum of 20 and 10 points will be awarded for each relevant personnel and a maximum of 50 points can be awarded in all categories.

TABLE A3: PLANT AND EQUIPMENT

	TARGETED GOALS	TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1	Diesel/ Petrol Generator	3		
2	Drilling rig x 2	4		
3	LDV Bakkie x 2	4		
4	Water Bowser (min 1000 litres) x 2	4		
	Sub – Total: Plant and Equipment	15		

SCORING QUALITY FOR TABLE A3 ABOVE – (Maximum 15 Points)

Points are allocated for the availability of required plant and equipment for the project (proof of ownership to be attached or letter of intent from a hiring company must be attached). There will be no pro-rated points allocated for this section.

Where letters of intent from a hiring company are attached, they should:

- Be letters obtained prior to tender closing.
- not be older than 1 month prior to closing of tender.
- be signed and dated with the company stamp.

Note: No points shall be allocated for unsigned letters which do not fulfil the above requirements.

TABLE A4: FUNCTIONALITY AND QUALITY SCORING TOTALS

Scoring as per Tables A1 to A3 above.		Minimum Points to be Allocated	Maximum Points to be Allocated	Points Claimed by Tenderer	Allocated Points
Functionality and Quality (100 Points)	Table A1	21	35		
	Table A2	30	50		
	Table A3	9	15		
	Sub – Total	60	100		

The minimum number of evaluation points for this stage of evaluation is **60 points overall**. Tenderers who score less than 60 points in this category will be deemed as non-responsive

- a) Dr Pixley Ka Isaka Seme Local Municipality reserves the right to contact references submitted by the bidder.
- b) Bids that do not achieve a minimum score of 60 points (out of 100) for functionality will not be evaluated further and will not proceed to the next stage of the Bid Evaluation process.

Please note should any of the nominated staff be replaced, the successfully appointed service provider will be required to ensure that such replacements must have equivalent criteria as above and this needs to be approved by Dr Pixley Ka Isaka Seme Local Municipality.

DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY

APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF BOREHOLES IN PRIVATE FARMS WITHIN DR PIXLEY KA SEME LOCAL MUNICIPALITY

T2.1 List of Returnable Documents

The Bidder must complete the following returnable documents:

1. Returnable Schedules required only for Tender Evaluation Purposes

MBD 1 : INVITED TO BID

Form A : Declaration of Bidder's Past Supply Chain Management Practices

Form B : Declaration of Interest **(Compulsory)**

Form C : Authority of Signatory **(Compulsory)**

Form D : SARS Declaration of Good standing (CSD Registered)**(Compulsory)**

Form E : Financial References / Bank Details

Form F : Municipal Utility Account **(Compulsory)**

Form G : Preference Schedule

Form H : Contract Form

Form I : Certificate of Independent Bidder Determination

Form J : Declaration of Procurement above 10 Million

Form L : Form of Offer **(Compulsory)**

2 Other documents required only for Bid evaluation purposes

- completed tender documents;
- a company profile;
- a company registration certificate;
- certified ID copies of the company's shareholders, members, trustees, etc
- a valid tax clearance certificate;
- a proposed construction / works programme;
- letter confirming a signatory of authority
- CIDB registration certificate (3CE)
- an original B-BBEE certificate; and
- proof of purchase of the Bid document (i.e. copy of the receipt)

3 Returnable Schedules that will be incorporated into the contract

- Preferencing Schedule (direct preferences)

4 Other documents that will be incorporated into the contract

5 C1.2 Contract Data (Part 2)

6 C2.2 Bill of quantities

Record of Addenda to Bid documents

We confirm that the following communications received from the Employer before the submission of this Bid offer, amending the Bid documents, have been taken into account in this Bid offer:			
	Date	Title or Details	
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
Attach additional pages if more space is required.			
Signed		Date	
Name		Position	
Bidder			

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY AUTHORIZED SIGNATORY
		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation

Schedule of Proposed Subcontractors

We notify you that it is our intention to employ the following Subcontractors for work in this contract. If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us. We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.			
	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			
Signed		Date	
Name		Position	
Bidder			

Schedule of 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 Bid is accepted.

2. Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Bidder			

Schedule of the Bidder's Experience

Project Description: Appointment of a contractor for the refurbishment of boreholes in private farms within Dr Pixley Ka Seme Local Municipality.
Project Number: T22/2025

The following is a statement of similar work successfully executed by myself/ourselves:

Employer, contact person and telephone number.	Description of Contract and Scope of Work	Value of work inclusive of VAT (Rand)	Date completed

Signed		Date	
Name		Position	
Bidder			

Proposed amendments and qualifications

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

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

Page	Clause or item	Proposal

Signed		Date	
Name		Position	
Bidder			

RETURNABLE DOCUMENTS

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

Returnable Documents Required for Tender Evaluation Purposes

MBD 1 : INVITED TO BID **(Compulsory)**

Form A : Declaration of Bidder's Past Supply Chain Management Practices

Form B : Declaration of Interest **(Compulsory)**

Form C : Authority of Signatory **(Compulsory)**

Form D : SARS Declaration of Good standing (CSD Registered) **(Compulsory)**

Form E : Financial References / Bank Details

Form F : Municipal Utility Account **(Compulsory)**

Form G : Preference Schedule

Form H : Contract Form

Form I : Certificate of Independent Bidder Determination

Form J : Declaration of Procurement above 10 Million

Form L : Form of Offer **(Compulsory)**

**ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH
REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – MBD 1:**

1. For Closed Corporations

- CK1 or CK2 as applicable (Founding Statement)

2. For Companies

- A copy of the Certificate of Incorporation
- Certified Copies of the IDs of the Directors and the shareholders register (Not older than 3 months)

3. For Joint Venture Agreements

- Copy of the Joint Venture Agreement between all the parties,
- as well as the documents in (1) or (2) of each Joint Venture member.

4. For Partnership

- Certified Copies of the ID's of the partners (Not older than 3 Months)

5. One-person Business / Sole trader

- Certified Copy of ID (Not older than 3 Months)

6. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT (Compulsory)

7. Audited/Reviewed Financial for the 3 consecutive financial year (Not Compulsory)

8. Municipal Utility Account/ Valid Lease Agreement (Compulsory)

9. CIDB Grading (Compulsory)

- CIDB Grading 3CE or Higher.

FORM A: DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database 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>audialterampartem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

Project Description: Appointment of a contractor for the refurbishment of boreholes in private farms within Dr Pixley
Ka Seme Local Municipality.
Project Number: T22/2025

4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, the undersigned (name) _____

certify that the information furnished on this declaration form is true and correct.

I accept that the state may reject the bid or act against me in terms of paragraph 23 of the general conditions of contract should this declaration prove to be false.

Signature

Date

Position

Name of bidder

FORM B: DECLARATION OF INTEREST (MBD4)

- 1 Any legal person, including persons employed by the State¹, 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 bid (includes a price quotation, advertised competitive bid, limited bid or Bid document). In view of possible allegations of favouritism, should the resulting bid, 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 bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:
 - the bidder is employed by the State; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(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 bid.
- 2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
 - 2.4 Company Registration Number:
 - 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

¹“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.

² “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 bidder 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 bidder is employed:

Position occupied in the state institution:

Any other particulars:

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**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

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

2.7.2.2 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:

2.9 Do you, or any person connected with the bidder, 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 bid? **YES / NO**

2.9.1 If so, furnish particulars:

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

2.11.1 If so, furnish particulars:

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Personal Number

3. 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 bid or act against me in terms of paragraph 23 of the general conditions of contract should this declaration prove to be false.

Signature

Date

Position

Name of bidder

FORM C: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name: _____

Contact number: _____

Office address: _____

Signatories for **close corporations and companies** shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

A **one- man business (Sole trader/owner)** shall confirm by attaching hereto a certified proof that he/she is the sole owner of the business e.g. (attaching a CK or company registration documents)

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on (date) _____

Mr _____
has been duly authorized to sign all documents in connection with the Tender for:

and any Contract which may arise there from on behalf of:

(BLOCK CAPITALS)
SIGNED ON BEHALF OF THE COMPANY IN HIS CAPACITY AS:

SIGNATURE: _____

DATE: _____

FULL NAMES OF SIGNATORY: _____

AS WITNESSES: 1. _____

3. _____

PRO-FORMA FOR JOINT VENTURES:

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

Mr/Ms _____,

35authorized signatory of the company _____,
acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any
contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: _____ Name: _____ Designation: _____
		Signature: _____ Name: _____ Designation: _____
		Signature: _____ Name: _____ Designation: _____
		Signature: _____ Name: _____ Designation: _____

A Joint Venture Agreement and a (duly signed and dated original or certified copy of the letter of the 35authorized signatory on the Company Letterhead) or a certified 35authorized35on by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture

**ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH
REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM C:**

- Duly signed and dated original or certified copy of Authority of Signatory on company letterhead.
(Private Companies, Close corporations & Joint ventures)
- A **one- man business (Sole trader/owner)** shall confirm by attaching hereto a certified proof that
he/she is the sole owner of the business e.g. (attaching a CK or company registration documents)

FORM D: DECLARATION OF GOOD STANDING REGARDING TAX

The original Tax Pin must be submitted together with the bid. Failure to submit the Tax Pin will result in the invalidation of the bid. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Pin.

MBD 2 Tax Pin 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.

1. In order to meet this requirement bidder is required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Pin Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Pin that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Pin must be submitted together with the bid. Failure to submit the original and valid Tax Pin will result in the invalidation of the bid. Certified copies of the Tax Pin will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Pin.

Project Description: Appointment of a contractor for the refurbishment of boreholes in private farms within Dr Pixley
Ka Seme Local Municipality.
Project Number: T22/2025

**ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH
REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM D:**

- Proof of Registration with Central Supplier Database (CSD)
- SARS e-filing PIN

FORM E: FINANCIAL / BANK DETAILS

Notes to tenderer:

1. The tenderer shall attach to this form a letter from the bank confirming the bank account and details
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

BANK NAME:		
ACCOUNT NAME: (e.g. ABC Civil Construction cc)		
ACCOUNT TYPE: (e.g. Savings, Cheque etc.)		
ACCOUNT NO:		
ADDRESS OF BANK:		
CONTACT PERSON:		
TELEPHONE NUMBER OF BANK OR CONTACT PERSON:		
How long has this account been in existence (tick which is appropriate):	0-6 months	
	7-12 months	
	13-24 months	
	More than 24 months	

Name of Tenderer: _____

Date: _____

Signature: _____

Full name of signatory: _____

**ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH
REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM E:**

- Original or certified copy of a letter from tenderer's bank (not older than three months from tender closure and must have a bank stamp)

**FORM F: MUNICIPAL UTILITY ACCOUNT
DECLARATION BY THE TENDERER**

I the undersigned _____

_____ has been duly authorized to sign all documents with the Tender for:

on behalf of

(referred to herein as "the Bidder")

hereby make a declaration as follows:

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF
THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

**ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH
REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM F:**

- Municipal utility account invoice address must be in line with the address on the CSD (not older than three months), if the address is not the same, we will disqualify your bid.
- If the company operates on leased premises, both the lease agreement and the Municipal Utility account invoice must be attached, the same address as in both documents. (failure to do so will lead to disqualification).
- If neither the Director or the bidder is not the person owning the account for municipal utility bidder Must attach proof of agreement to operate in the premises with the person responsible for utility account, should the bidder fail to attach proof will be disqualified.

FORM G: PREFERENCE SCHEDULE

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

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

4. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

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.)

Preference point system for acquisition of goods criteria for preferential procurement to achieve specific goals.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
At least 51% Black	5	
At least 51% Youth	5	
At least 51% Woman	4	
Disability	2	
Locality (Within the Dr Pixley Ka Isaka Seme LM)	4	
TOTAL	20	

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

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

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

**ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH
REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM G:**

- B-BBEE Certificate or Sworn Affidavit (Compulsory)
- Proof of CIDB registration of grading 3CE or Higher/in case of joint venture consolidated CIDB
grading certificate must be submitted. (Compulsory)

FORM H: CONTRACT FORMS

(i) PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to the **DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY** in accordance with the requirements and specifications stipulated in bid number **T22/2025** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Central Supply Database registration;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract.

NAME
(PRINT)

CAPACITY

SIGNATURE

NAME OF
FIRM

DATE

Witnesses

1.....

2.....

DATE:

(ii) CONTRACT FORM – RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

7. I hereby undertake to render services described in the attached bidding documents to the **DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY** in accordance with the requirements and task directives / Bid document specifications stipulated in Bid Number **T22/2025** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
8. The following documents shall be deemed to form and be read and construed as part of this agreement:
- (iv) Bidding documents, viz
 - Invitation to bid;
 - Central Supply Database registration;
 - Pricing schedule(s);
 - Filled in task directive/ Bid document;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
10. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
12. I confirm that I am duly authorized to sign this contract.

NAME
(PRINT)

CAPACITY

SIGNATURE

NAME OF
FIRM

DATE

Witnesses

1.....

2.....

DATE:

.....

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity asaccept your bid under reference number **T22/2025**, for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON THISDAY..... OF 2024

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

5. CONTRACT FORM – SALE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from **DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY** in accordance with the requirements stipulated in (bid number) **T22/2025** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorized to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

Witnesses

1.....

2.....

DATE:

(iv)CONTRACT FORM – SALE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE SELLER)

1. Iin my capacity asaccept your bid under reference number **T22/2025** dated **29 May 2025** for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).
2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE.....

FORM I: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

I, the undersigned, in submitting the accompanying bid:

T22/2025:
APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF BOREHOLES IN PRIVATE
FARMS WITHIN DR PIXLEY KA SEME LOCAL MUNICIPALITY

(Bid Number and Description)

in response to the invitation for the bid made by:
DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY
(Name of Municipality / Municipal Entity)

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

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

- 1 I have read and I understand the contents of this Certificate;
- 2 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4 Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
- 5 For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 7 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) bidding with the intention not to win the bid.
- 8 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding

of the contract.

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

Signature

Date

Position

Name of bidder

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

FORM J: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (NOT COMULSORY)

(ALL APPLICABLE TAXES INCLUDED)

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

1. Are you by law required to prepare annual financial statements for auditing? YES / NO
 - 1.1. 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 any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? YES / NO
 - 1.2. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.
 - 1.3. If yes, provide 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
 - 1.4. 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
 - 1.5. 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

**ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH
REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM J: NOT COMPULSORY**

- 3 Year audited financial statements.(Not Compulsory)

FORM L: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

OFFER

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

T22/2025:

**APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF BOREHOLES IN PRIVATE
FARMS WITHIN DR PIXLEY KA SEME LOCAL MUNICIPALITY**

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

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

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

Rand (*in words*); and
R _____

(*in figures*).

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

Signature(s) _____

Name(s) _____

Capacity _____

for the tenderer _____

(*name and address of the organization*)

Witness

signature _____

Witness name _____

Date _____

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Purchaser identified below accepts the Tenderer's Offer. In consideration thereof, the Purchaser shall pay the Supplier 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 Purchaser and the Tenderer upon the terms and conditions contained in this Agreement and in the, Contract that is the subject of this Agreement.

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 Purchaser during this process of offer and acceptance, are contained in the Schedule of Deviations attached (If any) 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 signed by the Authorized representative(s) of both parties.

The Tenderer shall within two weeks after receiving a letter of acceptance, contact the Purchaser's representative (whose details are given in the Contract Data) to arrange the delivery of guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, at or just after, the date this agreement comes into effect. Failure to fulfil any of 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 Supplier) within five days of the date of such receipt notifies the Purchaser in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY

NAME(s): (BLOCK LETTERS)

.....
.

CAPACITY of authorized agents:

.....
.

SIGNATURE(s) of authorized agents:

.....
.

SIGNED aton this.....day of

WITNESSES: (Full name – BLOCK LETTERS – and signature)

6. Name Signature
.....

7. Name Signature
.....

DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY

C1.2 Contract Data

The General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (tel 011-805 5947).

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

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

The additional clauses to the General Conditions of Contract are:

Extensions of time in respect of clause 42 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:

$$V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$$

Where:

V = Extension of time in calendar days in respect of the calendar month under consideration.

Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.

Nn = Average number of days in the relevant calendar month, as derived from existing rainfall records, as stated in the Site Information, on which a rainfall of 20mm or more has been recorded for the calendar month.

Rw = Actual average rainfall in mm recorded for the calendar month under consideration.

Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.

5.12

For purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the Appendix and/or the Specification.

If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.

The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to abnormal rainfall.

Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn. This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.

The factor (Nw - Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to

represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.

For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.

Payment for the labour-intensive component of the works

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.

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, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

8. Introduction

9. 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.

10. Terms of Work

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 EPWP.

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.

11. 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.

12. 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.

13. 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.

14. 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.

15. Weekly Rest Period

Every worker must have one day 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 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;
 - 16. 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 authorized 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.

17. 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.

18. 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.

19. 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
- (f) 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 1: Contract Data completed by the Employer

Clause Contract Specific Data by the Employer

1.1.14 **Name of Employer:** DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY

1.2.2 **The address of the Employer is:**

Address (physical): Cnr Adelaide Tabo & Nelson Mandela Drive, Volksrust

Address (postal): Private Bag X9011, Volksrust, 2470

Telephone: 017 734 6100

Fax: 017 735 3004

1.1.15 **Name of Engineer:** SCIP Engineering Group (Pty)Ltd

1.2.2 **Address of the Engineer:**

Physical:

128 Beyers Naude drive

Rooseveltpark

Johannesburg

2195

Telephone: 011 888 1425

Clause Contract Specific Data by the Employer

Email: joburg@scip.co.za

- 1.6 & 38 The special non-working days are public holidays, Saturdays, Sundays and the days on which the contractor grants the majority of his permanent workforce leave.
- The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties:
1. Nominating the Engineer's Representative in terms of Clause 3.3.1.
 2. Delegation of Engineer's authority in terms of Clause 3.3.4
 3. Providing consent for subcontracting part of the contract in terms of Clause 4.4.2
 4. The issuing of further drawings or instructions in terms of Clause 4.2.2
 5. The issuing of instructions for dealing with fossils and the like in terms of Clause 4.7.1.
 6. Authorizing the Contractor to repair and make good, excepted risks in terms of Clause 8.3.2
 7. The issuing of a variation order in terms of Clause 6.3.1
 8. Issuing of instructions to carry out work on a day work basis in terms of Clause 6.5.1
 9. Suspend the progress of the works in terms of Clause 5.11.1
 10. The issuing of an instruction to accelerate progress in terms of Clause 5.12.4
 11. The reduction of a penalty for delay in terms of Clause 5.13.2
 12. The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4
 13. The giving of a ruling on a contractor's claim in terms of Clause 10.1.5
 14. The agreement of an extension to the 28 period in terms of Clause 10.1.5.1
 15. The inclusion of credits in the next payment certificate in terms of Clause 10.1.5.2
 16. The agreement of the adjustment of the sums for general items in terms of Clause 6.11
- 2.3.1
- 6.2 The time to deliver the Form of Guarantee within **14 days** of the Commencement Date.
The Form of Guarantee is to contain the wording of the document included in Clause.3.
The liability for the guarantee shall be for **10% of the contract amount**.
- 5.2.1 The Works are to be commence on the commencement Date.
- 5.6.1 The Works programme is to be delivered before commencement of the work.
- 6.10.1.5 The value of the materials supplied by the Employer to be included in the insurance sum is **R0-00**
- 8.6.1.1.3 The amount to cover professional fees for repair or reinstatement of damage to the works to be included in the insurance sum is **R0-00**
- 8.6.1.3 The limit of liability insurance is **10% of the contract amount** per claim.
- 6.5.1.2.3 The percentage allowance to cover overhead charges is **15%**.
- 5.14.4 The works shall be completed within One **(01) months** exclusive of year end break.
- 5.13 The penalty for failing to complete the Works is **1.5% of the contract amount per day**.
- Contract Price Adjustment is not applicable to this contract.
The value of "x" is 0,15
- 6.8.2 a = 0.15 (labour)
b = 0.20 (plant)
c = 0.55 (materials)
d = 0.10 (fuel)

Clause Contract Specific Data by the Employer

The urban area nearest the site is Volksrust.

- 6.10.1.5 The percentage of advance on materials not yet built into the Permanent Works is 80% and must be accompanied by a Delivery note and Tax Invoice
- 6.10.3 The percentage retention on amounts due to the Contractor is **10% of the contract amount**, excluding contract price adjustment, contingencies and VAT.
- 6.2.1 A Retention Money Guarantee is **permitted**.
- 1.1.1.13 The Defects Liability Period is **12 months** measured from the date of the Certificate of Completion.
- 10.5.1 Dispute resolution is to be by means of adjudication
- 10.7.1 Disputes are to be referred for final settlement to arbitration.

Part 2: Data provided by the Contractor

Clause

1.1

1.1.1.9 The name of the Contractor is:

1.2.1.2 The address of the contractor is:

Telephone:

Facsimile:

Address (physical):

.....
.....

Address (postal):

.....
.....

6.8.3 The variation in cost of special materials is:

Special material	Unit on which variation will be determined		Price for base month ex factory, excluding transport, labour or any other costs.
	Containers	Delivered in bulk	

*State unit in appropriate column

DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY

C1.3 Form of Guarantee

Contract No: Description

WHEREAS **The DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY** (hereinafter referred to as the Employer”) entered into, a Contract with:

.....
(hereinafter called “the Contactor”) on the day of20.,

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 excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

20. 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.
21. This guarantee shall be limited to the payment of a sum of money.
22. 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.
23. 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.
24. Our total liability hereunder shall not exceed the Guaranteed Sum of
.....Rand (in words); R
..... (in figures)
25. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.

26. 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
on this day of 20

Signature

Duly authorized to sign on behalf of

Address

.....
.....

As witnesses:

1

2.....

DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY

C2. Pricing Data

C2.1 Pricing Instructions

27.	Measurement and payment shall be in accordance with the relevant provisions of clause 8 of each of the SABS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SABS 1200-A, <i>General</i> .
28.	The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:
%	= percent
h	= hour
ha	= hectare
kg	= kilogram
kl	= kilolitre
km	= kilometre
km-pass	= kilometre-pass
kPa	= kilopascal
kW	= kilowatt
l	= litre
m	= metre
mm	= millimetre
m ²	= square metre
m ² -pass	= square metre-pass
m ³	= cubic metre
m ³ -km	= cubic metre-kilometre
MN	= meganewton
MN.m	= meganewton-metre
Mpa	= megapascal
No.	= number
Prov sum	= Provisional sum
PC sum	= Prime Cost sum
R/only	= Rate only
sum	= lump sum
t	= ton (1000 kg)
W/day	= Work day
29.	Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5.	The General Conditions of Contract, the Special Conditions of Contract, the Specifications [including the Project Specification], and the drawings are to be read in conjunction with the Schedule of Quantities.

6. [a]The Schedule comprises the items covering the Contractor's profit and costs of general liabilities and of the construction of temporary permanent works.

[b] The Tenderer is at liberty to insert a rate of his own choice for each item in the Schedule and his attention is drawn to the fact that the Contractor has the right under various circumstances, to payment for additional works carried out and that the Employer's Agent's Representative is obliged to base his assessment of the rates to be paid for such additional work on the rates inserted in the Schedule by the Contractor.

[c] Clause 8 of each Standardised Specification read together with the relevant clauses of the Project Specification, set out what ancillary or associated activities are included in the rates for the operations specified.

7. Description in the Schedule of Quantities are abbreviated and the Schedule has been drawn up generally in accordance with the latest issue of SANS 1200 or as amended in the Project Specification. Should any requirement of the measurement and payment clause of the applicable Standardised Specification, or the Project Specification, conflict with the terms of the Schedule or, when relevant, Civil Engineering Quantities, the requirements of the Standardised or Project Specification, as applicable shall prevail.
8. Unless otherwise stated, items are measured nett in accordance with the drawings, and no allowance has been made for waste.
9. The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer for the work described under the various items. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based.
10. Note: VAT is not to be included in unit rates but is added to the total.
11. A price or rate is to be entered against each item in the Schedule of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule.
12. The Tenderer must price each item in the Schedule of Quantities in INK.

13. UNIT PRICES

13.1. The unit prices will be taken as correct in the case of discrepancies.

13.2. Should any unit price be considered high or low, the right is reserved to negotiate with the Tenderer to obtain mutually acceptable unit prices or to reject the tender as a whole.

14. PRELIMINARY AND GENERAL ITEMS

14.1. The Tenderers attention is drawn to the fact that these items are provided to cover the specific conditions pertaining to this project. Should Tenderers, however, insert abnormally high prices against these items in order to finance the contract during the initial stages, the Client reserves the right to reject the tender.

14.2. Payment for time-related items will be affected monthly, either in proportion to the lapsed time or in proportion to the value of work done, whichever method results into the smallest payment.

- 14.3. Payment for site establishment items [non-time-related] will be affected once all obligations under the specific item have been fulfilled.

15. QUANTITIES

- 15.1. The quantities in the Schedule of Quantities are not fixed and can be increased or decreased during the construction stage on approval by the Employer's Agent's Representative.
- 15.2. The quantities in the Schedule of Quantities shall not be used for the ordering of material. The successful Tenderer shall ascertain the correct quantities before ordering.

PIXLEY KA SEME LOCAL MUNICIPALITY

APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF BOREHOLES IN PRIVATE FARMS WITHIN DR PIXLEY KA SEME LOCAL MUNICIPALITY

C2.2 Bill of Quantities

<u>ITEM NO</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>RATE</u>	<u>AMOUNT</u>
	Preliminary and General				
1	Allow for all costs associated with compliance to contract conditions and specifications, including maintenance and removal of site establishment, and provision of required offices and specified facilities	Sum	1	R	R
	Casing				
2	Supply and installation of 165mm outer diameter class 9 uPVC borehole solid casing suitable for depths up to:				
2.1	30m	Rate Only	1	R	
2.2	50m	Rate Only	1	R	
2.3	Exceeding 50m	Rate Only	1	R	
3	Supply and installation of carbon steel casing (sizes between 114.3mm to 508mm) Gr.B				
3.1	30m	Rate Only	1	R	
3.2	Exceeding 30m	Rate Only	1	R	
4	Supply and installation of filler gravel pack	Rate Only	1	R	
	Hand pumps				
5	Installation of manual handpumps:				
5.1	Replacement of Mono T5	No.	4	R	R
5.2	Replacement of Mono T7	No.	5	R	R
	Pump rods				
6	Supply and install 16mm diameter high strength carbon steel pump rod for depths up to:				
6.1	30m	No.	1	R	R
6.2	50m	No.	3	R	R
6.3	Exceeding 50m	No.	5	R	R
7	Lever arm				
	Repair lever arm on existing hand pump, including straightening, welding (if required), replacement of worn parts, greasing and reassembly	No.	3	R	R

	Piping				
8	Supply and install 40mm diameter HDPE Pipe rising main	m	100	R	R
	Valves				
9	40mm diameter non-return valve	No.	2	R	R
	Concrete Pad				
10	Construct a 1.5 x 1.5 mm, 150mm thick concrete pad (20Mpa concrete strength)	Per borehole	2	R	R
11	Reinforce concrete pad with mesh ref 395 (min 50mm concrete cover)	Per borehole	2	R	R
	Plastic Vertical Water Tank				
12	Supply and install 10000 L linear low density polyethylene SABS approved, ECO friendly vertical water tank including 20mm plastic tap, water tank float valve kit and all other tanks accessories	No.	3	R	R
13	Miscellaneous Fittings	Per tank	3	R	R
	Tank Stand				
14	Supply and install 1m high x 10000l steel tank stand as per manufacturers specification	No.	3	R	R
15	Certificate of compliance and all other testing required including 12-month guarantee certificate	Item	1	R	R
	Borehole equipping				
16	Install the entire borehole set, pump handle, pump head, spout, Base, Pump Pad, Sanitary Seal, Casing, Rising Main, Pump Rod, Well Screen, Pump Cylinder, Gravel pack and Tail Pipe in accordance to SANS 10299	No.	9	R	R
	Borehole conversion				
17	Convert existing electrical and solar powered borehole to manual handpump borehole	No.	3	R -	R -
	Windmill refurbishment				
18	Refurbish the existing windmill including inspection, repair or replacement of components, realignment, greasing, painting and testing	No.	3	R -	R -
	Borehole cleaning				
19	Removal of foreign objects from existing borehole, cleaning, inspection and disposal of debris	No.	2	R	R

Project Description: Appointment of a contractor for the refurbishment of boreholes in private farms within Dr Pixley
Ka Seme Local Municipality.
Project Number: T22/2025

	Occupational Health and Safety Act				
20	Compliance with Occupational Health and Safety Act	Sum	1	R	R
	Environmental Control				
21	Compliance with Environmental Management Plan	Sum	1	R	R
Sub Total					R
Add 10% Contingency					R
Sub Total					R
Add 15% Vat					R
Total carried to form of offer					R

NAME OF BIDDER.....

SIGNATURE.....DATE.....

DR PIXLEY KA SEME LOCAL MUNICIPALITY

APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF BOREHOLES IN PRIVATE FARMS WITHIN DR PIXLEY KA SEME LOCAL MUNICIPALITY

C3: SCOPE OF WORK

DR PIXLEY KA SEME LOCAL MUNICIPALITY

APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF BOREHOLES IN PRIVATE FARMS WITHIN DR PIXLEY KA SEME LOCAL MUNICIPALITY

C3: SCOPE OF WORK

C3.1 STANDARD SPECIFICATIONS

C3.2 PROJECT SPECIFICATIONS

PART A: GENERAL

Project Description
Description of the Site and Access
Details of the Works
Construction Management Requirements

PART B: OTHER PROJECT SPECIFICATIONS

Available site facilities
Required site facilities
Labour requirements
Testing of works
Site establishment

C3.2 PROJECT COMPLIANCE

Compliance with Health and Safety
Environmental Management Plan

DR PIXLEY KA SEME LOCAL MUNICIPALITY

APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF BOREHOLES IN PRIVATE FARMS WITHIN DR PIXLEY KA SEME LOCAL MUNICIPALITY

C3.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based on the following SANS and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 10299: Part 4	Test Pumping of water boreholes
SANS 10299: Part 6	The installation and commissioning of pumping equipment for production boreholes
SANS 10299: Part 7	The rehabilitation of water boreholes
SANS 10299: Part 9	The decommissioning of water boreholes
SANS 241: Part 1	Drinking Water

DR PIXLEY KA SEME LOCAL MUNICIPALITY

APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF BOREHOLES IN PRIVATE FARMS WITHIN DR PIXLEY KA SEME LOCAL MUNICIPALITY

C3.2: PROJECT SPECIFICATIONS

This project specification is set out in two portions:

Part A covers a general description of the Project, the facilities available and the requirements to be met.

Part B covers other specifications that are applicable to the contract.

STATUS

Should any requirements of the Project Specification conflict with any requirement of Standardised Specification, the requirement of the Project Specification shall prevail.

PART A - GENERAL

PS.1 GENERAL DESCRIPTION OF CONTRACT

This contract covers the refurbishment of boreholes in farms within the Dr Pixley Ka Isaka Seme Local Municipality (DPKISLM). This project involves the refurbishment of borehole scattered around the municipality in various farms.

The municipality is refurbishing boreholes in private farms as some of boreholes are old and no longer functional, while others are damaged or vandalised. The refurbishment of these boreholes will help provide water to residents within the rural/farm areas.

PS.2 DESCRIPTION OF SITE AND ACCESS

The boreholes to be refurbished are located in various farms and wards within the municipality. Access to boreholes is through existing municipal road networks which mainly of dirt roads. The names of farms and respective coordinates of boreholes are presented below.

Name	Area	Ward	Coordinates
1	Vlackfontein Farm	8	27°19'19.06"S 29°53'31.8"E
2	Hartbeesfontein Farm 1	8	26°51'30.82"S 29°45'49.57"E
3	Mooifontein Farm 1	7	26°52'7.63"S 29°54'2.51"E
4	Njubuko Farm	7	26°54'26.28"S, 29°52'12.47"E
5	Rientspruit Farm	8	26° 51' 50.90" S, 29° 54' 18.72" E
6	Zuidvaal Farm (KaMbatha)	8	26° 48' 50.00" S, 29° 50' 12.70" E
7	Kliplaadrift farm 1	7	26° 57' 6.91" S, 29° 51' 42.52" E
8	Kliplaadrift farm 2	7	27° 0' 8.86" S, 29° 51' 19.08" E
9	Thuthukani Farm	8	26° 58' 28.52" S, 29° 51' 48.71" E
10	Kafferskraal Farm	8	26° 51' 29.05" S, 29° 43' 0.70" E

11	Roodekopies Farm 1	8	27° 3' 31.93" S, 29° 46' 33.89" E
12	Kaffersfaine Farm	8	26° 58' 30.40" S, 29° 48' 11.99" E
13	Palmietspruit Farm (NWM) (KwaFakude)	8	27° 3' 43.34" S, 29° 45' 31.07" E
14	Palmietspruit Farm (KwaMotha)	8	27° 0' 42.05" S, 29° 49' 32.30" E
15	Palmietspruit Farm (KwaSimelane)	8	27° 6' 9.22" S, 29° 46' 39.11" E
16	Kalkoenkrans Farm (KwaNomthandazo)	10	26° 56' 17.95" S, 30° 7' 52.79" E
17	Inoni Farm	8	27° 0' 16.96" S, 29° 59' 56.81" E
18	Sandspruit Farm	4	27° 8' 57.86" S, 29° 49' 31.83" E
19	Wydgelegen Farm (KwaMndebele)	5	27° 10' 43.00" S, 30° 5' 32.30" E
20	Buitensorg Farm (KwaNkosi)	5	27° 7' 15.46" S, 30° 8' 46.03" E
21	Spitskop Farm (KwaMavimbela)	5	27° 21' 30.46" S, 30° 4' 33.85" E
22	Vaalbank Farm (KwaLukhele)	5	27° 11' 25.90" S, 30° 19' 53.30" E
23	Valley bank Farm (KwaNdlozi)	5	27° 11' 14.90" S, 30° 20' 55.30" E
24	Langfontein Farm	5	27° 15' 55.87" S, 30° 8' 15.94" E
25	Spitskop Farm (A)	5	27° 21' 22.10" S, 30° 25' 39.81" E
26	Tenis Farm	10	27° 7' 15.46" S, 30° 8' 46.03" E
27	Spruit Farm (Kwa Ngema)	9	27° 03' 18.4" S, 29° 46' 28.0" E
28	Steikfontein Farm	4	27° 13' 55.8" S, 29° 55' 53.9" E

PS.3 NATURE OF GROUND AND SUBSOIL CONDITIONS

No Geotechnical Investigation has been conducted.

PS.4 DETAILS OF CONTRACT

The major items of work to be executed by the Contractor are as follows:

- Installation of new hand pumps
- Installation of boreholes fittings missing
- Refurbishment of windmills
- Replacement of return valves and rods
- Repair of lever arm
- Provision and installation of JOJO water tanks (10 000L) on galvanized steel stand
- Converting of solar to hand pumps
- Laying of 40mm diameter HDPE pipes
- Fencing of boreholes
- Construction of boreholes concrete slab

PS.5 CONSTRUCTION PROGRAMME

The successful Tenderer shall submit a programme, immediately after receiving the Letter of Appointment, before the commencement date, showing the order of procedure and method in which he proposes to carry out the Works.

This programme shall reflect the completion time as stated in the Tender and shall include a bar chart to show the proposed scheduling and methods of execution of the works and resources to be allocated to each item or phase of the work.

It is imperative that the programme take into account all inspection and testing criteria as specified in the Project specification, and the necessity for inspection by the Employers Agent and/or the Employers Representative before inspection by the municipal inspector.

Quantities proposed for execution each month and the anticipated cash flow based upon these quantities should be shown. This programme will be used to monitor progress. The successful Tenderer will be held responsible for completing the Works within the stipulated time of **1 month**, in order to prevent the payment of penalties for delay as provided for the General Conditions of Contract. Should the construction programme not be met, the Employers Agent will have the right to take steps in accordance with Clause 5.13 of the GCC 2015.

PART A – OTHER SPECIFICATIONS

PS.6 SITE FACILITIES AVAILABLE

PS.6.1 Water Supply

A municipal water network is not available on site; therefore, the contractor is to make his own arrangements in this regard.

PS.6.2 Ablution Facilities

The contractor is to make his own arrangements in this regard.

PS.6.3 Electrical Supply

Electricity is not provided. The contractor is to make his own arrangements for electrical supply.

PS.6.4 Location of Camp

The Contractor's camp can be established on approved vacant site portions within the various sites.

PS.7 SITE FACILITIES REQUIRED

PS.7.1 Temporary Offices

One office must be supplied for the use of the Employer's Agent. One office must be supplied for the use of the CLO. The contractor must also supply a separate office with a large table and 8 chairs for site meetings.

PS.7.2 Sanitary Facilities

Ablution facilities must be supplied by the contractor for use by the Contractor's personnel.

PS.7.3. Telephone

A telephone, cellular phone or radio communication must be provided to contact the contractor's site staff.

PS.8 FEATURES REQUIRING SPECIAL ATTENTION

PS.8.1 Existing Services

The Contractor must, before commencing with any earthworks, ensure that he is aware of where all the existing services are, if any. These services are to be properly exposed and protected during the period of

construction. The client reserves the right to, should there be any claims with regard to services damaged by the Contractor or through his negligence, recuperate such monies directly from progress payments.

PS.9 PROJECT HUMAN RESOURCES

PS.9.1 Provision of Community Liaison Officer (CLO)

A CLO must be appointed by the Contractor to aid in the management and appointment of any local labour as well as, the relationship/liaison between the Contractor and the community. The CLO must be a member of the community and where possible, should be recommended by the local Ward Councillor.

The appointed CLO must deal with all labour issues and provide evidence monthly that he/she interacts with the local community on behalf of the contractor. The CLO will be remunerated R 7 500.00 monthly in accordance with the municipal provisions.

PS.9.1 Labour recruitment conditions

It is mandatory that the Contractor shall employ un-skilled labour from local community. Employment of such labour is to be done in conjunction with the PSC. **THE RATE OF UNSKILLED LABOUR FOR THE AREA IS R 225/DAY.**

PS.9.2 EPWP labour intensive specifications

PS.9.2.1 Labour intensive competencies of supervisory and management staff

Contractors having a CIDB contractor grading designation of 1CE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE and 2CE shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills Programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
		Implement labour Intensive Construction Systems and Techniques	
Foreman/ supervisor	4	Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	any one of these 3 unit standards
		Manage Labour Intensive Construction Processes	

Site Agent / Manager (i.e the contractor's most senior representative that is resident on the site)	5		Skills Programme against this single unit standard
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PS 9.2.2 Employment of unskilled and semi-skilled workers in labour-intensive works

PS 9.2.2.1 Requirements for the sourcing and engagement of labour.

PS.9.2.2.1.1 Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

PS.9.2.2.1.2 The rate of pay set for the EPWP is R225.00 per day.

PS.9.2.2.1.3 Tasks established by the contractor must be such that:

- a) the average worker completes 5 tasks per week in 40 hours or less; and
- b) the weakest worker completes 5 tasks per week in 55 hours or less.

PS.9.2.1.1.4 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 4.3.2.1.3.

PS.9.2.2.1.5 The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

- a) where the head of the household has less than a primary school education;
- b) that have less than one full time person earning an income;
- c) where subsistence agriculture is the source of income.
- d) those who are not in receipt of any social security pension income

PS.9.2.2.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 55% female;
- b) 55% Youth; and
- c) 2% on persons with disabilities.

PS.10 Testing of the Constructed Works

All installed or refurbished boreholes must be tested in accordance with SANS 241 and SANS 10299

PS.11 Quality Assurance (QA)

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment

and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

PS.11 Site Establishment

PS.11.1 Contractor's camp site and depot

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

The chosen site shall be subject to the approval of the Engineer, the local Tribal Authorities and the Project Steering Committee (PSC). Possible locations for a campsite shall be pointed out at the Site inspection. The Contractor shall conform to all local authority, environmental and industrial regulations.

The Contractor shall make his own arrangements concerning the supply of electrical power and all other services. No direct payment shall be made for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

PS.11.2 Accommodation of Employees

No employees except for security guards will be allowed to sleep or be accommodated on the site in urban areas.

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

C 3.3: PROJECT COMPLIANCE

COMPLIANCE WITH HEALTH & SAFETY REGULATIONS

PRINCIPAL CONTRACTORS (P C)

1. The definitions of the regulations 2014 are applicable to this section. All work by the P C shall be done in compliance with the provisions of the Health & Safety (H&S) regulations.
2. The Employer recognizes the right of each employee to work safely in a healthy environment under decent human conditions. Each employee has the right to return home safely and healthy to his home and family after each day's work.
3. The Employer will appoint the appointed P C, i.t.o the 37.2 agreement, to allow the P C to enforce H&S on the construction site.
4. Work should not be done at the expense of human safety or health.
5. Work shall be executed under humane conditions, especially with reference to hours and H&S issues in mind.
6. The P C shall appoint a fulltime H&S Manager should he have more than 50 employees on site.
7. The P C shall conduct monthly safety meetings on site. All foremen's, gang leaders and all other employees shall participate and all incidents with relation to unsafe practices shall be discussed. Minutes of such meetings shall be kept in the H&S file.
8. Foremen and gang leaders shall, under the supervision of the H&S manager conduct meetings with all their staff and people under their direct supervision on a frequent basis. Minutes of such meetings shall be kept in the H&S file.
9. New personnel shall attend safety induction courses under the supervision of the H&S manager.
10. The P C shall install and maintain a box in which proposals for improvement of H&S procedures could be placed. All such proposals shall be considered, recorded and placed in the H&S file.
11. An adequate first aid facility shall be placed maintained on site and shall be adequately indicated by means of signs. All personnel shall be made aware of its existence and only trained first aid assistants shall be authorized to treat injuries.
12. The P C shall see that work is only executed by people trained for the particular task.
13. All safety equipment shall be SANS approved and under no circumstance shall any safety equipment be non-certified homemade equipment. Specifications and order details shall be kept in the H&S file.
14. Workers shall be attending safety courses on a regularly basis and all information regarding such training shall be kept in the H&S file.
15. All employees shall be trained in safe working procedures and shall be trained safety consciousness in particular. Employees in position of leadership shall be trained through accredited training processes in H&S matters.

16. The contractor shall prepare and maintain a safety plan for the particular project and shall train his personnel to work according to such plan.
 17. Personnel will be made aware of any natural hazards existing on site. They will also be made aware of items defined by the designer in his risk assessment.
 18. No horseplay between employees will be tolerated on site. Neither will aggressive or threatening behaviour by anybody be allowed.
 19. Workers shall wear appropriate protective clothing for the applicable task, which shall include special safety equipment like protective eyewear, gloves, boots, ear protection, etc. Workers shall be issued with these items and copy of such issuing shall be kept in the H&S file.
 20. Workers shall not be allowed to wear loose clothes and footwear.
 21. Workers shall have the opportunity and right to regular rest, eating and toilet breaks.
 22. Workers on nightshift shall be protected against inclement weather and shall have access to adequate food and drinks.
 23. In cases where work is executed in remote or in security-restricted areas, the P C will make provision for food to be supplied to his employees.
 24. Potable water shall be made available free of charge to all workers on site.
 25. Adequate toilet and washing facilities shall be made available to workers.
 26. In the event of chemicals being present on site, the PC will allow for adequate shower facilities on site.
 27. Workers under instruction to execute inherently unsafe procedures shall report such incidences to the H&S manager immediately, or to the designer.
 28. Unauthorized or unlawful instructions from foremen, gang leaders or colleagues shall be reported by the H&S manager immediately.
 29. The PC shall stop his contractors if they work unsafely.
 30. All specialist work shall be executed by registered artisans only.
 31. Workers shall not be required to lift equipment or material heavier than 25kg or carry a load of more than 50 kg for more than 10 meters.
 32. Workers shall not be exposed to conditions of heat where the temperature is above 40° Celsius and the humidity more than 75%. Likewise, will personnel not be exposed to temperatures lower than –5° Celsius. Should the designer and the P C decide that the work is urgent; workers will be issued with proper protective clothing.
 33. All workers shall have access to a shaded eating and resting place on site.
 34. Workers executing tasks in rivers, trenches and other natural or artificial water ways shall be made aware of the hazard of flash floods and special precautions shall be made by the P C to implement an effective flood warning system.
 35. Workers executing tasks in manholes for sewer or storm water systems, shall be made aware of the existence of hazardous gasses in closed areas and shall be issued with gas masks in any event, even
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after tests conducted by the H&S manager has proven that no gasses are existent. Only specialists shall work in gas filled chambers.

36. Personnel executing work during rainy weather or under other wet conditions shall be equipped with proper gumboots and proper rain suits.
 37. No personnel will be allowed to work in water unless gumboots are worn. Should the water be deeper than 300mm watertight suits shall be worn.
 38. All ladders shall be fixed against scaffolding or other permanent structures.
 39. Welding on site shall only be done by trained personnel behind adequate eye protecting shields and all welders shall wear proper protective gear.
 40. Personnel operating grinders, saws or any other hand tools of similar description shall be equipped with the necessary eyewear and ear protection.
 41. All personnel working under potentially dusty conditions shall wear nose and mouth filters.
 42. Workers operating rock drilling equipment shall wear ear, nose and eye protection.
 43. All scaffolding will comply with the H&S regulations.
 44. Blasting will be done by specialists under the regulations of the Explosives Act.
 45. Workers shall wear protective clothing when exposed to chemicals like cement, lime, detergents, tar, fumes, etc. Should work be executed in the presence of such material, adequate protective clothing and equipment shall be issued after permission is granted by the H&S manager.
 46. Workers will not be allowed to make open fires on any part of the site unless it is made in designated areas approved by the H&S manager.
 47. Fuel storage will only be allowed on certified areas on site.
 48. Workers and other personnel will be trained for fire procedures and will practice such fire drill on a regular basis.
 49. Assembly areas for emergency evacuations will be indicated by adequate signage.
 50. The PC will have an attendance register for the purposes of identifying people before, during and after potential hazardous situations.
 51. All transport supplied by the P C shall be on road worthy vehicles only and all transport shall be conducted in terms of the transport act.
 52. Drivers of vehicles shall be responsible for the roadworthiness of vehicles and will report any dysfunctional vehicles to the P C.
 53. All drivers will be responsible to handle vehicles in such a way to comply with the transport act.
 54. Passengers of vehicles shall report any unsafe conduct to the P C immediately. Such report shall be forwarded to the H&S manager and shall be investigated. Copy of such procedure shall be entered into the H&S file.
 55. Only trained personnel shall be permitted and required to operate construction machinery. All such machinery shall be maintained in a safe working condition.
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56. All vehicles operating on site shall have audible warning signals if driven backwards.
57. No vehicle shall be kept on site if it is leaking oil or other substances.
58. No vehicle shall be operated on site if it produces noise above 90 decibels measured within a distance of 10,0 m from the unit.
59. Equipment producing serious dusty conditions shall only be operated under the supervision of the P C and the H&S manager with the necessary protection to workers.
60. All excavations on site shall be adequately protected and not only indicated.
61. Exploratory excavation to reveal services shall be done in a specific way.
 - All areas to be explored shall first be inspected by the landowner or local authority.
 - Position of services identified shall then be verified by opening by hand, not by machine.
 - Particular care shall be taken not to damage these services.
 - Electrical services are inherently dangerous and shall be opened by skilled people only.
 - These excavations shall not be left open without supervision. If necessary, the excavation shall be backfilled temporarily with approved material until the specified modifications to the services can be made.
62. Access to excavations shall only be by means of ladders or stairs with handrails.
63. All refuse, unsafe material, potential hazardous material and rubbish shall be placed in designated areas to be removed on a regular basis.
64. Rainwater shall be contained in trenches or pipes in such a way that it will not cause contamination of material in this refuse area.
65. All electrical sources or cables or overhead power lines should be regarded as live at all times and all workers on site shall be made aware of its existence during H&S meetings and as many times as necessary.
66. Adequate signage shall be used on site to indicate
 - Non-smoking areas on site
 - Safety exits / Emergency exits from buildings under construction
 - Stairs (temporary and permanent works)
 - Toilets
 - Firefighting equipment
 - Workmen busy with equipment
 - Fire assembly points
 - Fire escapes
 - Areas where members of the public are not allowed.
 - First aid room

67. Members of the public visiting the site shall be granted permission to the site only upon application through a predetermined procedure and records of these visitors shall be kept in the H&S file. Visitors shall attend safety induction training before entering the site.
68. Areas out of bounds to all visitors shall be indicated clearly by means of adequate signs.
69. Work performed in public servitudes like the construction of streets or roads shall be done according to the specifications of the local or national authority and adequate signage shall be implemented.
70. People complaining about their health or people displaying symptoms of illness or disease, shall be allowed to go to the first aid facility or to visit a doctor or a clinic. Permission shall not be withheld unreasonably. In remote areas the P C is required to have reasonable ways of transporting people to a doctor or clinic whether the person is ill or injured on site.
71. Personnel must be informed about the location of the nearest doctor or clinic for casualty purposes and the P C shall provide such transport for injured workers and injured members of the public (within the limits of the site) free of charge.

ENVIRONMENTAL MANAGEMENT PLAN

1. General

In order to ensure that the construction works is carried out in an environmentally sensitive matter, strict compliance to the Environmental Management Plan (EMP) guidelines is required. The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
 - i. Minimise disturbance of the natural environment,
 - ii. Prevent pollution of land, air and water,
 - iii. Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

2. 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.

3. Complaints Register and Environmental Incident Book

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the site manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter etc),

- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 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.

4. Site Cleanliness and Neatness

- Location of a construction camp is to be approved by the Engineer and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1.8m bonnox fence or similar approved.
- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

5. Access

- Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.
- Access roads utilised by the Contractor must be maintained in good condition.

6. Borrow Pits

- Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water Affairs and Forestry (DWAF).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWAF.

7. Dust Control / Air Quality

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

8. Fauna

Contractor staff may not chase, catch or kill animals encountered during construction.

9. Fire Prevention and Control

- Smoking is prohibited in the vicinity of flammable substances.
- The contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owner's lands.

10. Grave Sites

Gravesites in close proximity to the works must not be disturbed during construction.

11. Materials Handling and Spills Management

- Any hazardous materials to be used during construction (e.g., lime, fuel, paint, etc) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must always be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks) and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

12. Noise

- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

13. Pollution Control

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

14. Rivers and Streams

- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.

- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

15. Safety

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Accommodation must be made for pedestrian pathways alongside the works during the construction and operation phases.

16. Soil Management

- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary, an absorbent such as Peat Sorb should be used the aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and re-fuelling of vehicles must only be carried out at construction camp.

17. Worker Conduct

1. Code of Conduct for Construction Personnel:
2. Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
3. Do not set fires.
4. Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
5. Do not drive a construction-related vehicle under the influence of alcohol.
6. Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
7. Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
8. Do not litter along the roadsides, including both the public and private roads.
9. Do not pollute any water bodies (whether flowing or not).
10. No member of the construction team is allowed to enter the areas outside the construction site.

18. Traffic Disturbances and Diversions

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

19. Waste Management

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.

- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc) must be stored in leakproof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Project Manager.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets etc) on completion of the day's work.
- Any spill around the container(s) should be treated as per Section C11 and C16.

DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY

C4. Site Information

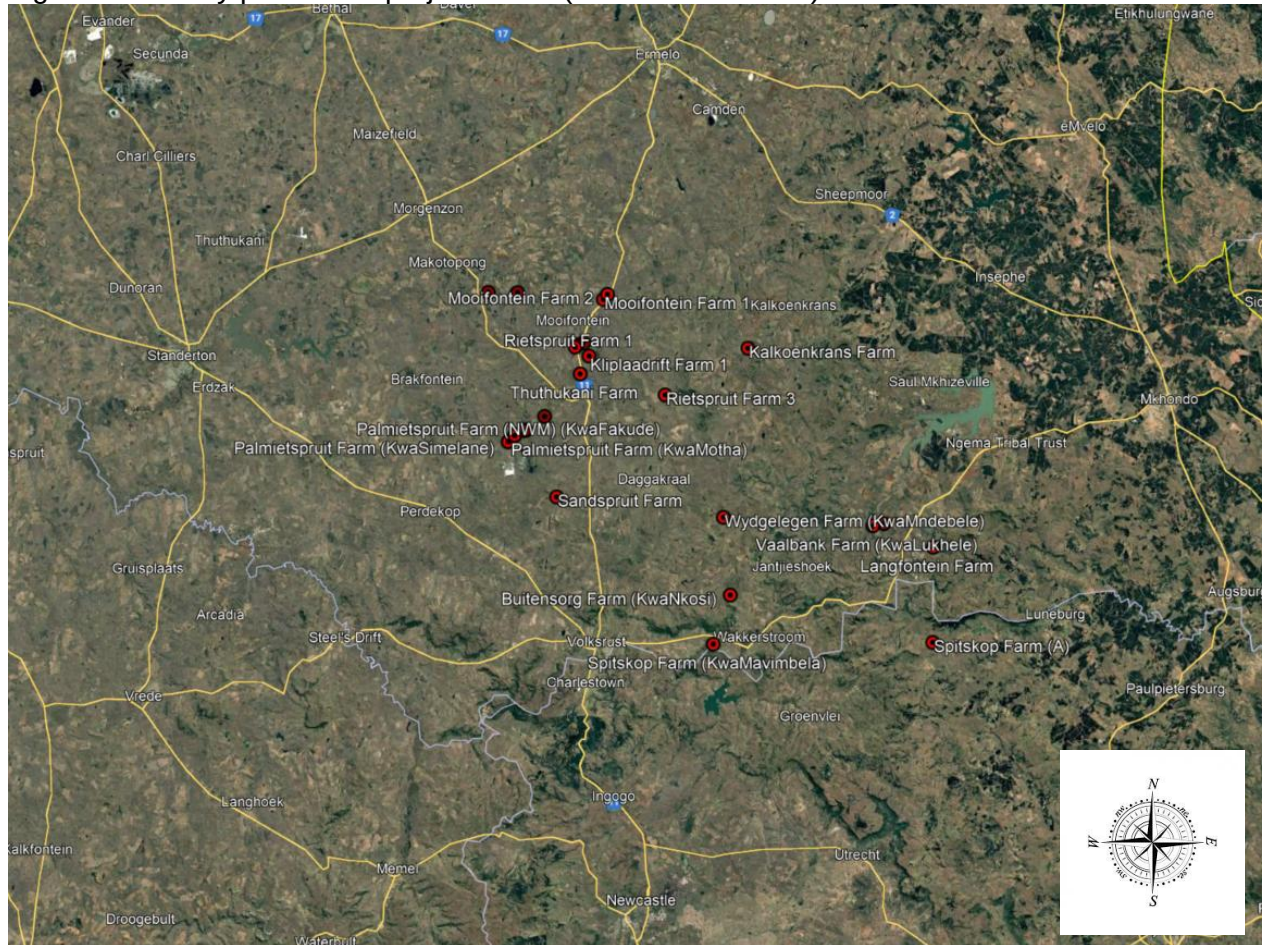
C4.1 Site Information

Location of the project

The project is implemented across multiple wards within the municipality. The coordinates of the boreholes to be repaired on this project are presented below

Name	Area	Ward	Coordinates
1	Vlackfontein Farm	8	27°19'19.06"S 29°53'31.8"E
2	Hartbeesfontein Farm 1	8	26°51'30.82"S 29°45'49.57"E
3	Mooifontein Farm 1	7	26°52'7.63"S 29°54'2.51"E
4	Njubuko Farm	7	26°54'26.28"S, 29°52'12.47"E
5	Rientspruit Farm	8	26° 51' 50.90" S, 29° 54' 18.72" E
6	Zuidvaal Farm (KaMbatha)	8	26° 48' 50.00" S, 29° 50' 12.70" E
7	Kliplaadrift farm 1	7	26° 57' 6.91" S, 29° 51' 42.52" E
8	Kliplaadrift farm 2	7	27° 0' 8.86" S, 29° 51' 19.08" E
9	Thuthukani Farm	8	26° 58' 28.52" S, 29° 51' 48.71" E
10	Kafferskraal Farm	8	26° 51' 29.05" S, 29° 43' 0.70" E
11	Roodekopies Farm 1	8	27° 3' 31.93" S, 29° 46' 33.89" E
12	Kaffersfaine Farm	8	26° 58' 30.40" S, 29° 48' 11.99" E
13	Palmietspruit Farm (NWM) (KwaFakude)	8	27° 3' 43.34" S, 29° 45' 31.07" E
14	Palmietspruit Farm (KwaMotha)	8	27° 0' 42.05" S, 29° 49' 32.30" E
15	Palmietspruit Farm (KwaSimelane)	8	27° 6' 9.22" S, 29° 46' 39.11" E
16	Kalkoenkrans Farm (KwaNomthandazo)	10	26° 56' 17.95" S, 30° 7' 52.79" E
17	Inoni Farm	8	27° 0'16.96"S 29°59'56.81"E
18	Sandspruit Farm	4	27° 8'57.86"S 29°49'31.83"E
19	Wydgelegen Farm (KwaMndebele)	5	27°10'43.00"S 30° 5'32.30"E
20	Buitensorg Farm (KwaNkosi)	5	27° 7' 15.46" S, 30° 8' 46.03" E
21	Spitskop Farm (KwaMavimbela)	5	27° 21' 30.46" S, 30° 4' 33.85" E
22	Vaalbank Farm (KwaLukhele)	5	27°11'25.90"S 30°19'53.30"E
23	Valley bank Farm (KwaNdlozi)	5	27°11'14.90"S 30°20'55.30"E
24	Langfontein Farm	5	27° 15' 55.87" S, 30° 8' 15.94" E
25	Spitskop Farm (A)	5	27°21'22.10"S 30°25'39.81"E
26	Tenis Farm	10	27° 7' 15.46" S, 30° 8' 46.03" E
27	Spruit Farm (Kwa Ngema)	9	27°03'18.4"S 29°46'28.0"E
28	Steikfontein Farm	4	27°13'55.8"S 29°55'53.9"E

Figure 1: Locality plan of the project farms (borehole locations)



ANNEXURES

ANNEXURE A

SCHEDULE OF PERSONNEL AND EMPLOYEES

The Tenderer shall state below the number of Personnel and Employees to be employed on the Works.

PERSONNEL AND EMPLOYEES	TENDER			TENDER
	FULL TIME	PART TIME	FULL TIME	PART TIME
1. Technical staff				
2. Clerical staff				
3. Artisans				
4. Semi-skilled				
5. Unskilled labour				
Total				

State the name, qualifications and experience of permanent Site agent:

Date:

SIGNATURE OF TENDERER:

ANNEXURE B

PRELIMINARY PROGRAMME

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed order and rate of progress for each portion of the work comprising this Contract. The programme shall be consistent with and in support of his time required for completion and shall be in accordance with the requirements of this tender.

[illegible]

SIGNATURE OF TENDERER:

DPKISLM discourages fraud and corruption.

ANNEXURE C

FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES

1. FINANCIAL STATEMENTS

I/We agree, if required, to furnish a copy of the latest audited set of financial statement together with my/our Director's and Auditor's report for consideration by the DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY.

2. DETAILS OF CONTRACTOR'S BANK ACCOUNT

I/We furnish the following information:

- a) Account Holder Name:.....
- b) Name of Bank:.....
- c) Branch of Bank:
- d) Town/city/suburb where bank is situated:.....
- e) Contact Person at the Bank:.....
- f) Telephone number of Bank: Code: Number:
- g) Account Number:.....
- h) Bank rating (include confirmation from bank or financial institution):.....

I/We hereby authorise the Employer to approach the above Bank for a reference.

SIGNED ON BEHALF OF THE TENDERER:.....

DATE: