

1 Cedara Road, Pietermaritzburg, 3200 KZN Department of Agriculture & Rural Development, Private Bag X9059, Pietermaritzburg, 3200 **Tel**: 033 355 9100

Invitation to Quotation - R/N/2223/454

KwaZulu-Natal— DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT Suitable and capable service providers are invited to bid Rehabilitation of a Borehole at Vuma Project Within Umlalazi Local Municipality under King Cetshwayo District.

Prequalifying Criteria

- (i) BBBEE Level 1 (as per the provisions of section 4(1) (a) of the PPPFA Regulations, 2017); and
- (ii) EME (as per the provisions of section 4(1) (b) of the PPPFA Regulations, 2017)
- (iii) CIDB grading 1 CE.

Contact Details for Enquiries

Queries relating to the issue of these documents may be addressed to Administrative: Mr. Mbuyiselwa.Chonco Tel. No. 033 343 8188: or mbuyiselwa.chonco@kzndard.gov.za and

Technical: Ms Phindile Ncanana Tel. No. 076 941 2444 phindile.ncanana@kzndard.gov.za
The closing date and time for receipt of Tenders is **21 October 2022 at 11h00.** Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted

Briefing Session

The Compulsory briefing session will be held as follows:

Venue: Umlalazi Local Municipality, Vuma Reserve Area, 15 km West of Eshowe on the P50-1 road.

Co-ordinates – S 28° 50' 18.8", E 31° 22'47.3"

Date: 18 October 2022

Time: 11:00

Return of Bid:

Bids must be deposited in the bid box situated at Department of Agriculture and Rural Development, Supply Chain Management, 01 Cedara Road, Cedara, 3200 or send by post to The Director: Supply Chain Management, Private Bag X9059, Pietermaritzburg, 3200.

Tel: (033) 343 8188 before 11:00 am on the closing date: 21 October 2022

Issued by:

The Department of Agriculture and Rural Development

1 Cedara Road

Cedara

3200

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PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)							
BID NUMBER: R/S/22		CLOSING DATE:		21 October 2022		CLOSING TIME:	11:00 AM
	BILITATION OF A I IWAYO DISTRICT.	BOREHOLE AT VUMA PR	ROJECT	VITHIN UMLALAZ	I LOCAL	. MUNICIPALITY UN	DER KING
BID RESPONSE DOCUM							
Bid must be deposi		box situated at Dep	partmen	t of Agricultur	e and	Rural Developn	nent
Supply Chain Mana	igement						
1 Cedara Road Cedara, 3200							
Ocuara, 5200							
BIDDING PROCEDURE E	NQUIRIES MAY	BE DIRECTED TO	TECHN	CAL ENQUIRIES	MAY BE	DIRECTED TO:	
CONTACT PERSON	Mr S. Mchunu		CONTA	CT PERSON		Ms Phindile No	anana
TELEPHONE NUMBER	033 - 355 8111	Ext 9369	TELEPH	ONE NUMBER		076 941 2444	
FACSIMILE NUMBER	n/a			IILE NUMBER		n/a	
E-MAIL ADDRESS		nu@kzndard.gov.za	E-MAIL	ADDRESS		Phindile.ncana	ana@kzndard.gov.za
SUPPLIER INFORMATIO	N						
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER	TAX			CENTRAL			
COMPLIANCE STATUS	COMPLIANCE		OR	SUPPLIER			
	SYSTEM PIN:			DATABASE No:	MAAA		
ARE YOU THE				INO.	IVIAAA	1	
ACCREDITED				U A FOREIGN BA		_	_
REPRESENTATIVE IN SOUTH AFRICA FOR	☐Yes	□No		ER FOR THE GO CES /WORKS	ODS	☐Yes	□No
THE GOODS			OFFER			[IF YES, ANSWER T	HE
/SERVICES /WORKS	[IF YES ENCLO	SE PROOF]				QUESTIONNAIRE B	ELOW]
OFFERED?	DINC FOREIGN	euppi iche					
QUESTIONNAIRE TO BIL	DDING FOREIGN	SUPPLIERS					
IS THE ENTITY A RESIDI	ENT OF THE REP	UBLIC OF SOUTH AFRIC	CA (RSA)	?		☐ YE	S NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?						☐ YES	S NO
DOES THE ENTITY HAVE	E A PERMANENT	ESTABLISHMENT IN TH	IE RSA?			☐ YE	S NO
DOES THE ENTITY HAVE	E ANY SOURCE C	F INCOME IN THE RSA?			☐ YE	S NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? 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 BELOW.							

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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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PA	ARTICULARS MAY RENDER THE BID INVALID.
SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED: (Proof of authority must be submitted e.g. company resolution)	
DATE:	

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BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

employed by the state?

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

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

2.	Bidder's declaration
2.1	Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having
	a controlling interest1 in the enterprise,

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

Full Name	Identity Number	Name of State institution

YES/NO

2.2		or any person connected ocuring institution? YES/		lationship with any person wh	no is employed
2.2.1	If so, fur	nish particulars:			
2.3	having a	•	enterprise have any inte	olders / members / partners rest in any other related ente YES/NO	, ,
2.3.1	If so, furn	nish particulars:			

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

3 DE

3.1 3.2

3.3

3.4

3.4

3.5

3.6

ECLARATION
I, the undersigned, (name) in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:
I have read and I understand the contents of this disclosure; I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect; The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates. 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.
There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature	Date
Position	Name of bid

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² 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.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
 - 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

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).
- 1.3 Points for this bid shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

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2. DEFINITIONS

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) "price" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

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

Where

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Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

c	חום	DECL	A D A	
D.	BID	DECL	AKA	HUN

6 1	Ridders who cla	aim noints in respect	of R-RREE Status La	vel of Contribution must	complete the following
D. I	Didders who ca	aim boints in respect	OI D-DDEE SIBIUS LE	vei oi Contribution must	complete the following

7	D DDEE CTATHC I EVEL	$\triangle E \land \triangle A \land E \land$	CLAIMED IN TERMS OF PARAGRAPHS 1 4 AND 4 1	i
1	B-BBEE STATUS LEVEL	OF CONTRIBUTOR	LI AIMED IN TERMS OF PARAGRAPHS LA AND A 1	ı

7.1 B-F	BBEE Status Level of Contributor:		=	(maximum of	10 or	20	points))
---------	-----------------------------------	--	---	-------------	-------	----	---------	---

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	NO	
_	_	

8.1.1	lt yes,	inc	lıca	te
-------	---------	-----	------	----

i)	What percentage of the contract will be subcontracted	.%
ii)	The name of the sub-contractor	

(Tick applicable box)
YES NO

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		

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iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

Black people with disabilities	
Black people living in rural or underdeveloped areas or townships	
Cooperative owned by black people	
Black people who are military veterans	
OR	
Any EME	
Any QSE	

9

iii)

iv)

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correct;

(a)

(b)

conduct;

DECI	ARATION WITH REGARD TO COMPANY/FIRM
9.1	Name of company/firm:
9.2	VAT registration number:
9.3	Company registration number:
9.4	TYPE OF COMPANY/ FIRM
	 □ Partnership/Joint Venture / Consortium □ One person business/sole propriety □ Close corporation □ Company □ (Pty) Limited [TICK APPLICABLE BOX]
9.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
9.6	COMPANY CLASSIFICATION
	 □ Manufacturer □ Supplier □ Professional service provider □ Other service providers, e.g. transporter, etc. [TICK APPLICABLE BOX]
9.7	Total number of years the company/firm has been in business:
9.8	I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
	i) The information furnished is true and correct;
	ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

disqualify the person from the bidding process;

In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the

contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are

If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

recover costs, losses or damages it has incurred or suffered as a result of that person's

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- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES		
1		SIGNATURE(S) OF BIDDERS(S)
2	DATE: ADDRESS	

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DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and
- 1.2. Regulation 8. (2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
- y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial development/ip.jsp at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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	ption of services, works or goods	Stipulated minimum threshold
		%
		%
		%
	any portion of the goods or services offen applicable box)	ered have any imported content?
3.1.	j,	sea iii iiiis via io calcalate iile local colliciii as viesciivea iii valaalavii i
	of the bid.	e(s) published by SARB for the specific currency on the date of advertise
	of the bid. The relevant rates of exchange inform	e(s) published by SARB for the specific currency on the date of advertise ation is accessible on www.resbank.co.za
	of the bid. The relevant rates of exchange inform Indicate the rate(s) of exchange again.	e(s) published by SARB for the specific currency on the date of advertise ation is accessible on www.resbank.co.za
	of the bid. The relevant rates of exchange inform Indicate the rate(s) of exchange again 1286:2011): Currency US Dollar	e(s) published by SARB for the specific currency on the date of advertise ation is accessible on www.resbank.co.za st the appropriate currency in the table below (refer to Annex A of SATS
	of the bid. The relevant rates of exchange inform Indicate the rate(s) of exchange again 1286:2011): Currency US Dollar Pound Sterling	st the appropriate currency in the table below (refer to Annex A of SATS
	of the bid. The relevant rates of exchange inform Indicate the rate(s) of exchange again 1286:2011): Currency US Dollar	e(s) published by SARB for the specific currency on the date of advertise ation is accessible on www.resbank.co.za st the appropriate currency in the table below (refer to Annex A of SATS Rates of exchange

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

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LOCAL CONTENT DECLARATION (REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IIN	RESPECT OF BID NO.	•
ISS	SUED BY: (Procurement Authority / Name of Institution):	
NB		
1	The obligation to complete, duly sign and submit this declaration can authorized representative, auditor or any other third party acting on beh	
2	Guidance on the Calculation of Local Content together with Local Content C, D and E) is accessible on http://www.thedti.gov.za/industrial_develorgerous.com/lete-peclaration D. After completing Declaration D, bidders should consolidate the information on Declaration C. Declaration C should documentation at the closing date and time of the bid in order to made in paragraph (c) below. Declarations D and E should be keepurposes for a period of at least 5 years. The successful bidder is Declarations C, D and E with the actual values for the duration of the constant	pment/ip.jsp. Bidders should first a complete Declaration E and then all does ubmitted with the bid to substantiate the declaration apply by the bidders for verification required to continuously updates
do	he undersigned,hereby declare, in my capacity as(nam	
(a)	The facts contained herein are within my own personal knowledge.	
(b)	I have satisfied myself that:	
	(i) the goods/services/works to be delivered in terms of the abo minimum local content requirements as specified in the bid, an 1286:2011; and	
(c)	The local content percentage (%) indicated below has been calculated 3 of SATS 1286:2011, the rates of exchange indicated in paragraph contained in Declaration D and E which has been consolidated in Declaration	n 3.1 above and the information
Е	Bid price, excluding VAT (y)	R
li	mported content (x), as calculated in terms of SATS 1286:2011	R
	Stipulated minimum threshold for local content (paragraph 3 above)	
5	ocal content %, as calculated in terms of SATS 1286:2011	

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- I accept that the Procurement Authority / Institution has the right to request that the local content be (d) verified in terms of the requirements of SATS 1286:2011.
- I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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SIGNATURE:	
WITNESS No. 1	DATE:
WITNESS No. 2	DATE:

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							Annex C	ر ي					-
					Local	Content D	eclaration	Local Content Declaration - Summary Schedule	/ Schedule	a,			
(13)	Tender No.											Note: VAT to be excluded from all	uded from all
(23)	Tender description:	<u> </u>										calculations	
(3)	Designated product(s)	rct(s)									•		
(2)	Tender Authority:	<u>.</u>											
(C2)	Tendering Entity name:	name:											
(90)	Tender Exchange Rate:		Pula		ΕŪ		GBP						
5	Specified local content %	ntent %											
					•	Calculation of local content	ocal content				Tend	ender summary	
		-	Tend	Tender price -	Exempted	Tender value net of			Local	i		-	
	no's	List of items	_	each	imported	exempted	mported	Local value	content %	Otv	Total tender value	imported content	lotal Imported
			<u>ə</u>	(excl VAT)	value	imported			(ber item)	; 			
	(83)	(6D)		(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(912)	(C12)	(C18)	(C19)
							:						
			-										
			+										
		-											
			. 						(C20) Total	(C20) Total tender value		The state of the s	
	Signature of tend	Signature of tenderer from Annex B						(C22) Tota	C21 / Tender value	() Total Exem 9 net of exem	(C22) Total Tender value net of exempt imported content		
											(C23) Tot:	(C23) Total Imported content	
											(C24)	(C24) Total local content	
	Date:										(C25) Average local content % of tender	content % of tender	

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					А	nnex D				-			SATS 1286.2011
				Imported Co	ontent Declaration	on - Suppo	rting Sche	dule to Anr	nex C				 .
(D1) (D2) (D3) (D4)	Tender No. Tender descript Designated Prod Tender Authorit	lucts:							Note: VAT to be all calculations	excluded from			
(D5) (D6)	Tendering Entity Tender Exchang	name:	Pula		EU	R 9.00] GBP	R 12.00]				
	A. Exempte	ed imported co	ntent					Calculation of	fimported conte	nt			Summary
	Tender item no's	Description of in	nported content	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
	(D7)	(D	8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
				<u>. </u>						(D19) Total exempt i	mported value	
7										,		This total m	ust correspond with nex C - C 21
	B. Importe	d directly by th	e Tenderer				_	Calculation of	fimported conte	nt			Summary
	Tender item no's	Description of in	nported content	Unit of measure		Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of		All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
	(D20)	(D2	21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
				1						(D32) To	tal imported val	ue by tenderer	
	C. Imported	d by a 3rd party	and sunnlied	to the Tend	oror			Calculation of	fimported conte	nt .			Summaru
		a ora part	una sappiica	lo the rend	erei	Forign		Calculation of	imported conte	All locally			Summary
		f imported content	Unit of measure	Local supplier	Overseas Supplier	currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
		(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
						<u> </u>			-	<u> </u>			
										(D45) To	tal imported valu	e by 3rd party	
	D. Other fo	reign currency	payments		Calculation of foreig								Summary of payments
	Туре	of payment	Local supplier making the	Overseas beneficiary	Foreign currency value								Local value of
		(D46)	payment (D47)	(D48)	(D49)	(D50)	}						payments (D51)
							1						
. (L			J	(D52) Total of f	oreign currency pa	yments declare	d by tenderer an	id/or 3rd party	
	Signature of tend	derer from Annex B											
							(CCG)	n or imported Co	ontent & foreign c	mency paymer	113 - (U32), (U45)		
	Date:			•								nns total m	ust correspond with

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Annex E SATS 1286.2011 Local Content Declaration - Supporting Schedule to Annex C Tender No. (E1) Note: VAT to be excluded from all calculations (E2)Tender description: (E3)Designated products: (E4)Tender Authority: (E5) Tendering Entity name: Local Products (Goods, Services and Description of items purchased Local suppliers Value Works) (E6)(E7)(E8) (E9) Total local products (Goods, Services and Works) Manpower costs (Tenderer's manpower cost) Factory overheads (Rental, depreciation & amortisation, utility costs, consumables etc.) (E12) Administration overheads and mark-up (Marketing, insurance, financing, interest etc.) (E13) Total local content This total must correspond with Annex C - C24 Signature of tenderer from Annex B

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Date:

CONTRACT FORM - 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 (name of
	institution) in accordance with the requirements and specifications stipulated in bid number
	at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated
	and calculated from the closing time of bid.

- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - 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 fulfillment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)	
CAPACITY	 WITNESSES
SIGNATURE	 1
NAME OF FIRM	 2
DATE	

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CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1.	Ireference nun the annexure(nberdated	in my capacit	y asfor the supply of goo	ds/works indicated hereund	accept your bid unde der and/or further specified in
2.	An official ord	er indicating delivery in	structions is forthco	ming.		
3.		make payment for the geipt of an invoice accor			the terms and conditions of	the contract, within 30 (thirty
	ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
4.	I confirm that	I am duly authorised to	sign this contract.			
SIGNE	ED AT		ON			
NAME	(PRINT)					
SIGNA	ATURE					
OFFIC	CIAL STAMP			WITNE	SSES	
				1.		
				2.		
				DATE		

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EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS

SWORN AFFIDAVIT - B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

- 1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
- 2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name (If	
Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisationi- I. before 27 April 1994; or II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	 "Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

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3. I hereby declare un	ider Oath that:		
		Owned as per Amended Code Series 100 n 9 (1) of B-BBEE Act No 53 of 2003 as ar	
The Enterpri	odes of Good Practice issued un	Female Owned as per Amended Code Ser der section 9 (1) of B-BBEE Act No 53 of 2	ries 100 of the 2003 as Amended by
 The Enterpri the Amended Amended by 	se is% Black I d Codes of Good Practice issued Act No 46 of 2013,	Designated Group Owned as per Amende d under section 9 (1) of B-BBEE Act No 53	
=	nated Group Owned % Breakdov Youth % =%	wn as per the definition stated above:	
• Black	Disabled % =%	%	
 Black 	Unemployed % =	%	
 Black 	People living in Rural areas % =	:%	
• Black	Military Veterans % =	%	
Based on the	e Financial Statements/Manager	ment Accounts and other information availa	able on the latest
financial yea	r-end of, the an	nnual Total Revenue was R10,000,000.00	(Ten Million Rands)
or less			
Please Confi	irm on the below table the B-BBF	EE Level Contributor, by ticking the appli	icable box.
	Level One (135% B-BBEE procure	ement recognition	
	level) Level Two (125% B-BBEE procure	ement	
Owned	recognition level) Level Four (100% B-BBEE procure		
	level)	ement recognition	
the oath binding on	my conscience and on the Own	and I have no objection to take the prescrib ners of the Enterprise, which I represent in nonths from the date signed by commission	this matter.
		Deponent Signature:	
		Date:/	
Champ			
Stamp			
Signature of Commission	er of Oaths		

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REHABILITATION OF BOREHOLE (TO INCLUDE GALVENISED STAND, PLASTIC TANK, PIPES, TAP & CONNECTION TO TUNNELS ETC)

September 2022

DISTRICT

NAME OF BOREHOLE

CO - ORDINATES

King Cetshwayo

Vuma Borehole

S 28° 50' 18.75"

E 31° 22' 47.26"

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A - PROJECT PARTICULARS

1) PROJECT DESCRIPTION / BACKGROUND

The project covers the Rehabilitation of 1x Borehole and accessories (Including piping to Tunnels and 1x 2500L plastic tank)

2) LOCATION

#	NAME OF PROJECT	DISTRICT	PROJECT DISTANCE (Km's) FROM NEAREST TOWN	NAME OF NEAREST TOWN	PROJECT CO_ORDINATES (if available)
1	Vuma borehole Vuma Reserve Area	King Cetshwayo	15	Eshowe	S 28° 50' 18.75" E 31° 22' 47.26"

For exact location see attached map(s) or directions to be provided at site briefing.

3) GENERAL SCOPE OF WORKS

The contract covers the supply of all material, testing and equipping of existing borehole(s) (Including piping and valves to nearest tunnel). The following are the scope of works for the testing and equipping of existing **borehole**: Details of these works are specified in Section C: Project Technical Specifications.

- Testing -Testing of water availability and pump test.
- **Equipping** The borehole is to be equipped with a quality SABS approved pump carrying a minimum of a 12 month quality guarantee.
- **Strength of concrete** 20MPa for the tank stand footings, concrete bases.
- Tank Stand Galvanised 3m tank stand to carry 1x2500L plastic Water Tanks.
- Water supply Water connection with valves to 1X2500L plastic Tanks, Tap
- Water supply Tap stand with stand encased in concrete and pvc piping, secured to concrete block
 1.2m X 1m X 200mm

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B - GENERAL CONDITIONS OF CONTRACT

1) Geological study is not applicable for this project. Bidders must supply proof of previous work done similar to the current project.

COMPETENCY OF THE CONTRACTOR

2) CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The Contractor shall provide everything necessary for the proper execution of the Works according to the true intent and meaning of the Drawings and Specification taken together. The Contractor shall provide without extra charge all assistance and everything reasonably necessary for proving the quality of work done as may be required by the Engineer.

3) SUB-CONTRACTED WORK

The Contractor shall **not sub-contract the whole** of the contract. In case the Contractor decides to subcontract part of the work he shall obtain written consent of the Engineer. Any such consent shall not relieve the Contractor from any liability or obligation under the contract and he shall be fully liable for the acts, defaults and neglects of any sub-contractor, his agent or employees. The Contractor remains fully responsible and accountable for all aspects of the work (quality, timorousness and budget).

4) VARIATIONS / 'AS BUILT' DETAILS

No variations or alterations may be made without the prior approval of the Regional Engineer. As the work progresses, the Contractor shall keep full records of all amendments to and deviations from the specifications as issued to the Contractor at the start of the contract. These details will, where appropriate, be noted on the supplied drawing. All alterations will be deemed to have a zero additional cost implication. If any additional works are required that have an additional cost implication then these must first be authorized in writing by the Regional Engineer. Refer to Clause 41: Ancillary Materials, Services And Equipment.

5) VERIFICATION OF EXPERIENCE

The Bidder will be required to produce adequate and sufficient references to enable the Department to inspect previously completed projects and assess the capacity of the Bidder. The Bidder shall provide such information in **Annexure B** - **Additional Information**.

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PRICING AND PAYMENT STRUCTURES

6) FIXED RATE CONTRACT

The contract shall **not** be subject to contract rate (unit price) adjustment. Bidders must therefore allow for increased cost for the contract duration, including possible delays in awarding the Bid in accordance with the validity period. The tendered rates will be applied for calculating the payment value by using the actual quantities as measured and certified by the engineer at completion of the work.

7) PRICING

The Bidders will be required to Bid for **all** services, products and commissioning as specified in this document and associated plans. Partial bids will not be accepted. <u>If a Bidder does not Bid on all items</u>, his/her Bid may be rejected.

All prices tendered are to be in South African currency. All prices must **exclude** Vat. Vat must be added in the pricing summary.

- All items as described in the project specification are to be priced in full.
- Prices to exclude VAT.
- The costs for travel, accommodation, all associated disbursements and labour must be included in the rates/amounts tendered for the all the works required.
- Transport/Delivery costs must be included in the pricing. It must not be a separate item.
- VAT must be filled in as the sub total followed by the complete price for the entire project.
- The tendered price must have your company stamp, date and be signed by an authorised person.

8) QUANTITIES OF WORK

The Contractor shall receive payment only for the works actually executed and approved by the Engineer. No claim for an extra or for any addition, or for any variation shall be entertained unless such extra, addition or variation was ordered in writing by the Head of Department.

9) PROGRESS PAYMENTS

- .1 The contractor may submit claims for progress payments only on completion of the hereunder listed levels. Payment shall only be paid for claims, which are commensurate with the works actually executed and complete. NOTE: Payment will only be made against the construction progress as pertaining to built items. Movable items and materials on site are excluded from progress payments until they have been fully installed, fitted or built up.
- .2 If any item or part of an item in an invoice is disputed by the Engineer, the Engineer shall give notice of such with reasons.
- .3 The contractor shall be paid in monthly instalments <u>up to a maximum</u> of five (5) or one (1) per borehole if more than 5 boreholes are awarded through a single order. Refer to *ANNEXURE B: Work Phase Schedule for Rehabilitation and Equipping of a Borehole f*or the values of each phase. <u>Please note these values are primarily estimates of what part the work phase constitutes of the entire project, and do NOT reflect the exact amounts paid per payment. Usually payment certificates reflect work done in several work phases, which have not necessarily all been completed. Verification of the % complete will be at the sole discretion of the Engineer.</u>
- .4 ANNEXURE F presents a **pro forma payment certificate**. This will be used in conjunction with ANNEXURE B (Work phase schedule). The latter provides an approximate maximum to prevent over-payment of items that have been clearly over-priced.
- .5 Part payments will be made after the Department has approved the completion of each construction phase.

10) DEFECT LIABILITY PERIOD

The contractor shall unconditionally guarantee all materials, workmanship related to the works for a minimum period of twelve (12) months. The guarantee shall cover any defects due to inferior materials and/or workmanship of the Contractor, or any of his sub-contractors, fair wear and tear excepted. The

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Contractor shall repair, remedy or replace any such defects, part or complete works without delay and at his own cost.

If any defects are not remedied within the period specified by the Head of Department, then the Head of Department shall have such defect repaired at the risk and cost of the Contractor by another Contractor whom the Head of Department deems to be proficient in the work without prejudice to any rights the Head of Department has against the defaulting contractor. The Head of Department will give written notice to the Contractor of such instances where he appoints another Contractor to remedy defects in the works.

11) SERVICE LEVEL AGREEMENT

The successful Bidder and the Department will sign a Service Level Agreement prior to commencement of works. A proposed schedule of work must be provided by the contractor for the approval of the Engineer within 2 (two) weeks of receiving notification of a successful bid.

12) COMMENCEMENT OF THE WORKS

The Department will organize a site hand-over to the contractor who will then be introduced to the project stakeholders and participants. The site shall only be accessible to contractor staff and Departmental representatives while work is in progress. If this contract entails the drilling and equipping of more than one borehole, work on more than one site should commence simultaneously. The site(s) will be handed back after practical completion. Site establishment must start within one week, and the actual works within one week after hand-over of the site, provided that an official order has been issued and that no exceptional circumstanced such as inclement weather or other outside the control of either party to the contract prevail. In the case the work has not commenced within three weeks of the hand-over and no attenuating circumstances for the delay can be provided, the Department reserves itself the right to cancel the contract and appoint one of the other contractors that have works.

13) COMPLETION OF THE WORKS

The project is to be completed within 3 months of award of Bid, provided that the order was received within two weeks after award of the Bid. In case of the drilling and equipping of more than one borehole, an extended period should be agreed upon, which will be part of the Implementation plan/Work schedule as drawn up by the contractor before commencement of the works and included in the Service Level Agreements.

14) RATE OF PROGRESS

The Works shall be completed within the time period indicated on the official order form.

If the Works are delayed by cessation of work by any workmen, inclement weather, or by any omissions, additions, substitutions or variations of the Works, or of any items of work, labour or material, or by another causes beyond the Contractor's control then the Contractor shall have the right within twenty-one days of any such cause of delay arising, to apply in writing to the Department to extend the date of completion, stating the cause of delay and period of extension applied for. The Department upon receipt of such written application may by order in writing extend such date of completion by a period to be determined, or may refuse to extend such date of completion, or may postpone giving a decision upon such application until completion of the Contract period set out in sub-clause (a) of this clause. The date of completion will be extended only to the extent approved by the Department.

Should the Contractor fail to apply in writing for an extension within the time set out above, or should the Department refuse to grant any extension in writing, then the Contract period provided by sub-clause (a) of this clause shall not be exceeded.

When the Works are completed the Department will give a completion certificate and the date of such certificate shall be the date of commencement of the guarantee period.

15) TIME TO BE OF THE ESSENCE

Time shall be considered as the essence of the Contract. If, therefore, the Contractor fails to commence work or the Works or to proceed with and complete the Works in compliance with the projected timeframes, then the Head of Department shall have the right in his/her absolute discretion to adopt and

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exercise all or any of the following courses wholly or partly, viz: -

- To direct the Contractor, in writing, on any day named therein to suspend and discontinue the execution of the Works, and to withdraw himself and his workmen from the said Site or Sites, and thereupon: -
- To make any Contract or Contracts by calling for Bids or otherwise with any other Contractor or Contractors for the completion of the Works, or any part thereof, at such times and upon such terms as to the Department shall deem best.
- To provide such number of men, or purchase such materials, or both provide the men and purchase the materials as to him shall seem fit and proceed with and complete the said Works.

In relation to the foregoing provisions the Department shall charge any sums of money which may be paid by the Department for completing the said Contract against the Contractor and if such amount shall exceed this Contract, then the Department shall have the right to recover such excess or any balance thereof from the Contractor by legal proceedings.

16) WORK SCHEDULE & PROGRESS PAYMENTS

The contractor is to supply a Gantt chart with the proposed times of completion of each phase. The progress payments suggested in *ANNEXURE B* serve as a <u>guideline</u> for part payments. However, the contractor, in consultation with the Engineer, may deviate from this as long as the claim does not exceed the actual progress made.

17) COMPETENCY OF THE CONTRACTOR (CIDB Grading)

The Bidder should have a minimum CIDB grading of 1 CE.

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C) PROJECT TECHNICAL SPECIFICATIONS

1) SPECIFIC SCOPE OF WORKS

To Facilitate the Rehabilitation and Equipping of a borehole as indicated in Section A: Project Particulars, clause 1.

- a. Water availability test, Pump Test and laboratory water sampling.
 - The test pumping contractor will function under the direct supervision of the hydrogeological consultant (unless otherwise specified). The hydro-geological consultant will be responsible for the adequate instruction and on site supervision of the testing of the borehole and for all aspects of the testing of that borehole, inclusive of technical and management aspects. The hydro-geological consultant will be required to verify, document and interpret test results and make pump and pumping recommendations. Payment shall be made according to the type of test performed and per borehole tested. Test pumping will typically be one of the following:
 - Step tests and associated recovery
 - Step test, 24 hour constant discharge and associated recovery
 - Calibration test, Step tests and associated recovery
 - Calibration test, Step test, 24 hour constant discharge and associated recovery
 - Comprehensive water sampling test ie. Bacteria, salinity etc.
 - Provide report for water quality testing and water sampling.

b. Equipping of boreholes.

- The hydro-geological consultant will be required to verify, document and interpret test
 results and make pump and pumping recommendations. The borehole will be equipped
 with the recommended submersible pump powered by the recommended power supply ie.
 Generator
- SVM Franklin Pump and Motor 1.1Kw (or equivalent to be discussed with Engineer before installation)
- Generator 6.5 Kva with combination battery powered and pull start/Option Two will be applicable if electricity is available and members of the project have applied and have the connection grid point. Electric pump and electric Box fitted by qualified technician.
- 3m Galavanised Tank Stand secured with 20MPa concrete footings (500mm X 500mm).
- 1x2500L Plastic tank braced with 4mm wire ties to tank stand
- Tap and tap stand secured in concrete and pvc piping 800mm above the concrete slab.
- Concrete slab is to be 15Mpa (1.2m X 1m X 200mm). The slab is to be recessed 50mm below natural ground level.
- Supply(rising main) and delivery lines is to be 40mm HDPE class 10 (SABS approved), 100m supply from borehole and 200m delivery to water points.
- Fittings control valves must be visited on both independent supply lines from the Plastic tank to the tunnel and tap.
- The pump will be secured in a concrete ring. Galvanised lockable lid to be used to secure control box and pump (Alternative to be discussed with Engineer prior to any installations). The ring or lid to be fitted with ease of use lockable box which houses plug lead to prevent the continuous opening and closing of the lid.
- All operation and service manuals to be supplied on commissioning.
- c. Testing and commissioning of boreholes.

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• A complete operational test will be performed of the borehole pump and all associated pipes and fittings.

2) MATERIALS AND CONSTRUCTION

All materials must conform to SABS specifications for the products. This includes all items such as piping, HDPE fittings, tank stands, reservoir tank, all other fittings, borehole pump and control box, etc...

All construction works must conform to the applicable standard specifications and installation requirements as per NBR requirements and manufacturers recommendations. All concrete works to conform to Cement & Concrete Institute standards and recommendations.

STANDARD CONCRETE MIXES: (Class B concrete Slabs and footings)

Mixing, pouring and curing of concrete: SABS 1200 GA (5.4)

Materials: SABS 1200 AA (3); SABS 1200 GA (3)

Cement: Common cement 32,5N or R to SANS 50197-1

Testing: SABS 1200 AA (7); SABS 1200 GA (7)

Quality control through the slump test SABS 1200 GA (5.4.1.2) SABS method 862. The contractor is to

supply the slump testing equipment.

Tolerances to SABS 1200 GA (6.4)

Formwork: Refer to SABS 1200 GA (4.4; 5.2)

Reinforcing: SABS 1200 GA (5.1)

Refer to standard concrete mixes specification.

MORTAR CLASS	MIX RATIO: (By Volume)	MASONRY CEMENT: kg	LIME: L	SAND: (loose and damp) L (max)
I	1:4	50	0-10	130
II	1:6	50	0-40	200
PLASTER CLASS	MIX RATIO: (By Volume)	MASONRY CEMENT: kg	LIME: L	SAND: (loose and damp) L (max)
Rich mix (foundations, wet areas)	1:4	50	0-10	130
General purpose	1:5	50	0-40	165

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STANDARD CONCRETE MIXES:

Concrete for non-structural purposes shall be "Prescribed mix concrete" produced in accordance with the requirements indicated in table 5.1, and the Contractor is also referred to the foregoing preambles insofar as they apply: -

Class of	Estimated	Maximum	Prop	ortion of Cons	tituents
Concrete	Minimum Compressive Strength in MPA at 28 Days	Nominal Size of Coarse Aggregate in mm	Cement (Parts)	Fine Aggregate (Parts)	Coarse Aggregate (Parts)
Α	10	37,5	1 (=2 bags)	4	5
В	15	19,0	1 (=2 bags)	3	4
С	20	19,0	1 (=2 bags)	21/2	3½
D	25	19,0	1 (=2 bags)	2	3
E	30	19,0	1 (=2 bags)	2	2 ½

Cement and aggregates shall be mixed by volume and the contents of a 50kg sack of cement shall be taken to be 0,033m³. Water addition should be kept to a minimum. Only sufficient water should be used to produce a workable mix of 60-100mm slump. A recommended maximum water: cement ratio is 1 for a 10Mpa; 0.8 for a 15Mpa; 0.65 for a 20Mpa; 0.59 for a 25Mpa; 0.53 for a 30Mpa mix, however the lower the ratio the better the durability of the concrete. Approximately 210 litres per m³ of concrete is required for an average quality sand and optimum quantity 19mm stone.

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BILL OF QUANTITIES FOR REHABILITATION AND EQUIPING OF BOREHOLE

Payment Reference	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	Site Establishment & Setup	Sum	1		
2	Commissioning of Project with Departmental Engineer	Sum	1		
4	Equipping				
4.1	Elsumo Motor 1.5 Kw 220V	Sum	1		
4.2	Elsumo Control Box 1.5 Kw 220V	Sum	1		
4.3	10mm Electrical Cable	М	100		
4.4	Orange metal type Electrical box	Sum	1		
4.5	Electrical connection to Existing DB Box with circuit braker	Sum	1		
4.6	New fittings on pump and new base plate	Sum	1		
4.7 4.8	New water proof cable connection kit Tap and Concrete Tap stand	Sum No.	1		
4.8	Petrol Generator (6.5 kVa) mounted on wheel burrow frame	No.	1		
4.9	2500 l Plastic tank with 3m Galvanised Stand	No.	1		
4.10	Piping 40mm Class 10 HDPE (SABS approved)	Sum	1		
4.11	Fittings	Sum	1		
4.12	Collection of water sample and testing water quality (SABS 241)	Sum	1		
4.13	Concrete Manhole	No.	1		
5	Pump Test	No.	1		
6	Labour and Transport	Sum	1		
7	Any necessary valves and fittings	Sum	1		

SUB TOTAL	
ADD: 15% VAT	
TOTAL CARRIED FORWARD	

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ANNEXURE A: Work Phases Schedule for Drilling and Equipping of Boreholes

<u>Please note these values are primarily estimates of what part the work phase constitutes of the entire project, and do NOT reflect the exact amounts per part payment. Usually payment certificates reflect work done in several work phases, which do not necessarily mean that they have been completed.</u>

Work phase No.	PHASE DESCRIPTION	App. % of work/ contract
1	Water availability and testing.	10%
2	Provision of all necessary equipment (Pump, cables & Pipes).	30%
3	Pump Test and laboratory water sampling.	20%
4	Equipping of boreholes and all accessories (Including HDPE Piping to tunnels, Tap and all valves with necessary joints to plastic Tanks.	40%
	TOTAL	100%

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1. PROFESSIONAL REGISTRATION

Please note that the awarded bidder will be required to supply proof of registration with the appropriate body.

Please note that Completion of the table below is mandatory and proof of registration must be attached !!!!

#	PROFFESSIONAL BODY REGISTRATION	REGISTRATION NUMBER
1		
2		
3		
4		

2. EXPERIENCE

Please indicate your experience and expertise by completing the table.

#	NAME OF PROJECT + PERIOD	PROJECT DESCRIPTION	ROLE	PROJECT VALUE	NAME AND CONTACT NUMBER OF REFEREE
1					
2					
3					
4					
5					

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QUOTATION DISQUALIFYING FACTORS

i) All quotations received shall be evaluated on the following:

a) Stage one: Pre-qualification Criteria

b) Stage two: Administrative Compliance

c) Stage three: Price and BBBEE

1. Only quotations that who meet both of the following Prequalification Criteria shall be considered:

- (i) BBBEE Level 1 (as per the provisions of section 4(1) (a) of the PPPFA Regulations, 2017); and
- (ii) An EME (as per the provisions of section 4(1)(b) of the PPPFA Regulations, 2017);
- (iii) CIDB grading level 1 CE.

2. Compulsory administrative compliance:

- 2.1 Quotations must meet the Special Terms and Conditions in all aspects as stipulated in the quotation document.
- 2.2 All information required in the quotation document must be accurate and duly completed including all the appropriate signatures.
- 2.3 Use of correction fluid is prohibited.
- 2.4 Any alterations must be initialled.
- 2.5 Under no circumstances may quotation forms be retyped or redrafted.
- 2.6 Central Suppliers Database registration number.
- 2.7 A valid Tax Compliance Pin.

3. Compulsory Documents, must be submitted with a bid:

2.1. A certified copy of a valid BBBEE certificate or valid sworn affidavit.

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