



KWAZULU-NATAL PROVINCE

**AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA**

KWAZULU-NATAL DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

QUOTATION No: R/S/2324/543

DESCRIPTION OF SERVICE:

**APPOINTMENT OF SERVICE PROVIDER FOR CONSTRUCTION OF BOREHOLE AT
GUGWINI UMZIKHULU LOCAL MUNICIPALITY**

NAME OF BIDDER:

Mandatory Requirements

1. Minimum of **CIDB Grading 1CE OR 1PE**

COMPULSORY BRIEFING SESSION

Venue	Gugwini Community Hall, uMzimkhulu
Date	14 November 2023
Time	10:00 AM

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: **17 November 2023**

Issued by:

The Department of Agriculture and Rural Development

1 Cedara Road

Cedara

3200



KWAZULU-NATAL PROVINCE
AGRICULTURE AND RURAL DEVELOPMENT
 REPUBLIC OF SOUTH AFRICA

INVITATION OF QUOTATION FROM R1 - R1 MILLION

THIS FORM SHOULD BE COMPLETED IN DETAIL AND SHOULD BE ACCOMPANY **A VALID BBBEE CERTIFICATE/SWORN AFFIDAVIT /CSD REPORT/PROOF OF RESIDENCE**

QUOTATION NUMBER: R/S/2324/543	VALIDITY PERIOD OF QUOTATION..... Days (To be completed by the Supplier)
CLOSING DATE: 17 NOVEMBER 2023	CLOSING TIME: 11H00
DESCRIPTION(SPECIFICATION/S) OF ITEMS/ SERVICE REQUIRED: APPOINTMENT OF SERVICE PROVIDER FOR CONSTRUCTION OF BOREHOLE AT GUGWINI UMZIMKHULU LOCAL MUNICIPALITY, HARRY GWALA DISTRICT SEE SPEC ATTACHED.	COMPANY NAME: TEL NO: FAX NO: CONTACT PERSON: CSD REG NUMBER MAAA.....
DOES OFFER COMPLY WITH SPECIFICATION?	YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DOES ARTICLE COMPLY WITH SABS SPECIFICATION? HAS IT BEEN INSPECTED BY SABS?	YES/NO YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DELIVERY PERIOD AFTER INITIAL ORDER?	
IS THE PRICE FIRM	
WHERE ARE THE STOCK HELD? (PHYSICAL ADDRESS , PLEASE)	
QUOTATION PRICE INCLUDING VAT (VAT TO BE ADDED BY REGISTERED VAT VENDORS ONLY)	TOTAL: R
COMPANY OFFICIAL STAMP (COMPULSORY) SIGNATURE OF BIDDER DATE
QUOTATION TO BE RETURNED TO: Tender box at SCM Cedara Head office 1 Cedara road Pietermaritzburg Department of Agriculture and rural development FOR ATTENTION TO: Nonkanyiso Mlaba TEL NUMBER: 033 343 8186	
NB: DOCUMENT MUST BE COMPLETED IN FULL ,THIS QUOTATION COVER PAGE MUST BE COMPLETED AND RETURNED WITH ALL YOUR SUPPORTING DOCUMENTS.	

FOR ENQUIRY ONLY

END-USER NAME : P Garane
 TELEPHONE NUMBER : 076 821 7071
 E-MAIL ADDRESS :
 PROPOSED DELIVERY DATE : 30 November 2023
 DELIVERY ADDRESS : Umzimkhulu Local Office
 LOCAL MUNICIPALITY : UMzimkhulu Local Municipality
 DISTRICT : Harry Gwala

LINE NO.	DESCRIPTION OR SPECIFICATION OF ITEM (Please be very specific and clear)	REQUIRED QUANTITY	UNIT PRICE EXCL. VAT		TOTAL PRICE	
			R	C	R	C
1	Construction of Borehole at Gugwini uMzimkhulu Local Municipality, Harry Gwala District					
* LABOUR (IF APPLICABLE)						
*DELIVERY (IF APPLICABLE)						
TOTAL						
*ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS 15% VAT						
TOTAL PRICE						
CIDB Grading (IF APPLICABLE)						

COMPANY NAME : _____

CSD NUMBER : _____

ADDRESS : _____

CONTACT PERSON : _____

CONTACT NUMBER : _____

*VAT Registration No. (Supplier) -----

PRICES ARE VALID FOR DAYS

Mark one Box (X)

30	60	90	120
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SIGNATURE.....

DATE.....

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	R/S/2324/543	CLOSING DATE:	17 NOVEMBER 2023	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER FOR CONSTRUCTION OF BOREHOLE AT GUGWINI UMZIMKHULU LOCAL MUNICIPALITY, HARRY GWALA DISTRICT				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
THE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ,01 CEDARA ROAD, SCM BID BOX					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Nonkanyiso Mlaba		CONTACT PERSON	Mr. T. Jasat or P. Garane	
TELEPHONE NUMBER	033 343 8186		TELEPHONE NUMBER	076 821 7071/ 082 414 4129	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	Nonkanyiso.Sibisi@kzndard.gov.za		E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> 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 BELOW.					

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, 2022, 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 PARTICULARS 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:

.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

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 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA

SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN

MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bid

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.

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	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

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

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{array}$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration

Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)
100% Black owned entities	10	
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)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)
Enterprises located in a specific District (Proof of residence to be attached)	10	
51% Black people who are women	10	
51% Black people who are youth	8	
51% Black people with disabilities (Proof to be attached)	7	
51% Black people living in rural or underdeveloped areas or townships	6	
51% Black people who are military veterans (Proof to be attached)	6	
A cooperative owned by 51% black people	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

The following preferential goals will contribute to the advancement of designated groups.

Procurement above R1 to R1M (80/20) the Department will allocate the Specific goal points as follows:

An EME or QSE entity which is 100% Black owned will be awarded 10 points and

An EME or QSE entity which is:

51% black people who are youth.

51% black people who are women.

51% black people with disabilities.

51% black people living in rural or underdeveloped areas or townships.

51% black people who are military veterans.

A cooperative owned by 51% black people

Procurement from R1 – R29 999 the Department will allocate points on entities that are owned by black people which will be 10 of 20 (80/20) and the promotion of enterprises located in a specific district for work to be done or services to be rendered in that district will be 10 of 20 (80/20).

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)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)
100% Black owned entities	10	
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)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)
Enterprises located in a specific District (Proof of residence to be attached)	10	

If the entity is 100% owned by black people, this must be supported by a BBBEE certificate or affidavit or share register or CSD report.

Procurement from R30 000 – R1M the Department will allocate the points on entities that are owned by black people which will be 10 of 20 (80/20) and 5 of 10 (90/10).

If the entity is 100% owned by black people, this must be supported by a BBBEE Certificate or Affidavit or Share Register or CSD report.

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)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)
100% Black owned entities	10	
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)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)
51% Black people who are women	10	
51% Black people who are youth	8	
51% Black people with disabilities (Proof to be attached)	7	
51% Black people living in rural or underdeveloped areas or townships	6	
51% Black people who are military veterans (Proof to be attached)	6	
A cooperative owned by 51% black people	5	

Should the service provider qualify for more than one (1) HDP points, the Department will award the highest score. HDP points indicated herein above are not fixed therefore subject to change as and when necessary.

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

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"	<p>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 –</p> <p>(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 naturalization-</p> <p>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</p>

Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <p>(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;"</p>
--	--

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date : _____

Commissioner of Oaths Signature & stamp

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE - GENERAL

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"	<p>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 –</p> <ul style="list-style-type: none">a) Who are citizens of the Republic of South Africa by birth or descent; orb) Who became citizens of the Republic of South Africa by naturalization-<ul style="list-style-type: none">I. Before 27 April 1994; orII. 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"	<p>"Black Designated Groups means:</p> <ul style="list-style-type: none">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;"
--	--

3. I hereby declare under Oath that:

- The Enterprise is _____ % Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____ % Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____ %
- Black Disabled % = _____ %
- Black Unemployed % = _____ %
- Black People living in Rural areas % = _____ %
- Black Military Veterans % = _____ %
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date : _____

Commissioner of Oaths Signature & stamp

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

Departmental Stamp With Signature

SECTION G

SBD 7.2

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)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals 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 date of the 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);
 - Filled in task directive/proposal;
 - 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 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.
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

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....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 authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:



agriculture
& rural development

Department:
agriculture
& rural development
PROVINCE OF KWAZULU-NATAL

SITING, DRILLING, TESTING, EQUIPPING OF A BOREHOLE – WITH GENERATOR

October 2023

DISTRICT

HARRY GWALA

NAME OF BOREHOLE

GUGWINI BOREHOLE

CO - ORDINATES

30°27'34.17" S

29°41'49.84" E

This document contains:

No.	Section	Pages
1	A - Project Particulars	2
2	B – General Conditions of Contract	3-6
3	C - Project Technical Specifications	7-10
4	Bill of Quantities	11
5	ANNEXURE A: Work Phase Schedule	

A - PROJECT PARTICULARS

1) PROJECT DESCRIPTION / BACKGROUND

The project covers the siting, drilling and equipping of 1 (one) Boreholes

2) LOCATION

#	NAME OF PROJECT	DISTRICT	PROJECT DISTANCE (Km's) FROM NEAREST TOWN	NAME OF NEAREST TOWN	PROJECT CO_ORDINATES (if available)
2	GUGWINI Borehole	HARRY GWALA	45Kms	Umzimkhulu	30°27'34.17" S 29°41'49.84" E

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 professional services, drilling, testing and equipping of borehole. The following scope of works for the drilling and equipping of **boreholes** is applicable with the expected deliverables and must be in accordance with “MINIMUM STANDARDS AND GUIDELINES FOR GROUNDWATER RESOURCE DEVELOPMENT FOR THE COMMUNITY WATER SUPPLY AND SANITATION PROGRAMME, DWAF, 1997”: Details of these works are specified in *Section C: Project Technical Specifications*.

- **Desktop Assessment:** The co-ordinates of the boreholes must be plotted on GIS map coverage and assessed for the probability of ground water. Geology, hydrogeology and existing borehole information needs to be presented.
- **Geophysical Assessment:** The physical site must be surveyed with a Magnetometer and other survey equipment to determine the apparent conductivity of the subsurface. The geophysical data must provide a clear indication of groundwater potential. For production borehole siting, an alternate target must be provided.
- **Drilling:** The appropriate drilling must be done according to the ground conditions and to the appropriate depth based on the geophysical method employed and the geology intercepted during the drilling. The Drilling method must be suited to the geological environment i.e. Air Percussion, Mud Rotary Percussion, Symetrix, Odex
- **Yield Testing and Determination of Sustainable Yield:** Boreholes yielding > 0.3 L/s must be subjected to a SDT (4 steps of 1 hr duration and maximum of 4 hours recovery or 95% recovered) and a CDT (24 hr constant test and maximum of 24 hr recovery or 95% recovered). The determination of the sustainable yield must be calculated with scientific methods that are proven in industry.
- **Sampling and water quality analysis:** It will be acceptable to collect a water sample during the CDT discharge test when the borehole is adequately purged, with sample bottles supplied by an accredited laboratory. The water sample will be analysed for SANS 241 (2015) Drinking Water Standards (Abbreviated Analysis), which includes bacteriological analysis. This means that water samples will need to be received by the laboratory within 24 hrs of collection.
- **Equipping** - The borehole is to be equipped with a quality SABS approved pumps carrying a minimum of a 12 month quality guarantee. The pump specifications will be guided by the sustainable yield, hydraulic head conditions and the water requirements at the site.

- **Reporting** - All technical information and results obtained and derived during the course of the investigation needs to be compiled into a comprehensive scientific report.
- **Strength of concrete** - 20MPa for the tank stand footings, concrete bases.
- **Tank Stand** - Galvanised 3m tank stand to carry a 5000L JoJo Water Tank.
- **Water supply** - Tap stand with stand encased in concrete and pvc piping, secured to concrete block 1.2m X 1m X 200mm with adequate gradient to allow for runoff away from the water collection point.
- **Drinking Troughs** - Concrete stock water drinking troughs to be supplied including float valves and all the required fittings to be connected to the Jojo tanks.

B - GENERAL CONDITIONS OF CONTRACT

1) COMPETENCY

COMPETENCY OF THE CONSULTANT / ORGANIZATION

The Contractor is expected to acquire the services of geohydrological consultant / organization which must conform to the standards detailed in the “Minimum Standards and Guidelines for Groundwater Resource Development for the Community Water Supply and Sanitation Programme” by the Department of Water Affairs and Forestry, 1997. The consultant / organization must be registered and recognized for their proficiency in hydro-geological services. The following must be submitted with the tender submission:

- *Valid proof of registration with the South African Council for Natural Scientific Professions (SACNASP) must be attached.*
- *Registered and paid up members of the Ground-water Association of Kwa-Zulu Natal must supply a copy of their membership details.*
- *If the contractor is not in position to submit the above compulsory registration documents with the tender, must submit confirmation letter from registered consultant / organization to be used on the project. The letter should be on the letter head of the consultant / organization. It will be expected that the contractor must submit compulsory registration documents before work can commence.*
- It is a minimum requirement that all tenderers shall be registered with the Construction Industry Development Board in a designation of higher, or equal, to Class of Construction Work grading of 1CE or 1PE

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 Appointed 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, timelines and budget).

It is recommended that the appointed contractor sub-contract part of the job to local sub-contractors. The following shall be considered for sub-contracting in all the boreholes.

- Supply of Jojo tanks
- Supply of 3m tank stands and installation of the tank stands according to the supplier's recommendation. Certificate of compliance or design of the tank stands would be required.
- Concrete works (concrete footing for the tank stands and tap base)
- Supply and install 32mm pipe lines

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 specification. 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

It is a minimum requirement that all tenderers shall be registered with the Construction Industry Development Board in a designation of higher, or equal, to Class of Construction Work grading of 1CE or 1PE

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. **If a Bidder does not Bid on all items, his/her Bid may be rejected.**

All prices tendered are to be in South African currency. All prices must **exclude** Vat. Vat of 15% 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 up to a maximum of five (5). Refer to **ANNEXURE A: Work Phase Schedule for Drilling and Equipping of a Borehole** for the values of each phase. 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.
- .4 ANNEXURE F presents a **pro forma payment certificate**. This will be used in conjunction with ANNEXURE A (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 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 to the appointed 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 and consultant who will then be introduced to the project stakeholders and participants. The site shall only be accessible to consultant, contractor staff and Departmental representatives while work is in progress. If this contract entails the siting, drilling, testing 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 circumstances 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 extenuating 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 bid for the 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 other 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 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 A** serve as a guideline 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) CIDB Registration

It is a minimum requirement that all tenderers shall be registered with the Construction Industry Development Board in a designation of higher, or equal, to Class of Construction Work grading of 1CE or 1PE.

C) PROJECT TECHNICAL SPECIFICATIONS

1) SPECIFIC SCOPE OF WORKS

To Facilitate the Siting, Drilling, Testing and Equipping of boreholes as indicated in Section A: Project Particulars, clause 1.

a. Geohydrological Desktop study, Geophysical survey (instruments) and selection of drilling target.

- Geohydrological services are to conform to the standards detailed in the “Minimum Standards and Guidelines for Groundwater Development for the Community Water Supply and Sanitation Programme” by the Department of Water Affairs and Forestry 1997. The consultant / organization must be recognized for their proficiency in hydro-geological services.
- Study and interpretation of published geological and hydro-geological maps, aerial photography and ortho-photos (if available)
- Interrogation of available existing databases - National Groundwater Archive (NGA) and the Groundwater Resource Information Project (GRIP) and WARMS
- The siting of a potential groundwater borehole position must be preceded by the pre-feasibility desktop study to maximise the success rate within the most cost effective and productive manner. Drilling targets need to be identified based on scientific methods and offering the greatest potential success in terms of yield and access.
- Geophysical borehole siting is to be conducted utilizing a minimum of two methods by an experienced hydro-geological consultant / team Geophysical techniques include but are not limited to:
 - Magnetic surveys
 - Frequency domain electromagnetic surveys
 - Gravimetric surveys
 - Electrical resistivity surveys
 - Seismic refraction surveys
- More than one potential position is required per project, based on whether or not the geophysical results show good potential for ground-water. The minimum requirements are as follows:
 - Production application: a minimum of two (2) potential positions (pegs) required per project.

b. Drilling of boreholes.

- The drilling contractor will function under the direct and full-time on-site supervision of the hydro-geological consultant (unless otherwise specified). The hydro-geological consultant will be responsible for the borehole construction for all aspects of that construction, inclusive of technical and management aspects.

The hydro-geological consultant will be required to verify and document the construction parameters of the borehole as well as to log the geological formation encountered in that borehole.

- Service provider will be paid per m of drilling as per quotation. If no water is found (dry hole). Then the contract will be cancelled and the contractor will be paid for sitting and drilling only.

Drilling method	Geological formation for drilling method used
Rotary air percussion	All consolidated rock formations (with limited overburden)
ODEX / Symetrix	In all formation
Rotary mud flush	In extensive unconsolidated soil formation

c. Pump Test Water Sampling and laboratory water analysis.

- The test pumping contractor will function under the direct supervision of the hydro-geological consultant (unless otherwise specified). The hydro-geological consultant will be responsible for the required 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 borehole utilisation and pumping recommendations. Payment shall be made according to the type of test performed and per borehole tested. Test pumping will typically be as follows:
 - Step test (4 x 1 hr duration and 4 hrs maximum recovery or 95% recovered, 24 hour constant discharge test (CDT) and associated recovery (of maximum 24 hrs of 95% recovered)
- Groundwater sampling during the CDT with laboratory supplied containers and submission within 24 hrs for a SANS 241: 2015 Drinking Water Standards Abbreviated Analysis.

d. Equipping of boreholes.

- The hydro-geological consultant will be required to verify, document and interpret test results and make pump and pumping recommendations. The pump specifications will be guided by the sustainable yield, hydraulic head conditions and the water requirements at the site.
- The borehole will be equipped with the recommended submersible pump powered by the recommended power supply i.e. Generator
- Proposed SVM Franklin Pump, Motor 1.1Kw and Control Box 1.1Kw (or equivalent to be discussed with Engineer before installation), supplied by 4mm X 4 core electric cable and secured with heavy duty nylon ski-rope.
- Generator - 6.5 Kva with combination battery powered and pull start
- 3m Galvanised Tank Stand secured with 20MPa concrete footings (500 mm X 500 mm X 500 mm).
- 5000L Jojo tank braced with 4mm wire ties to tank stand.
- Precast concrete drinking troughs 600L capacity with lid and float valve.
- 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 and runoff must drain away from the water collection point.
- Supply (rising main) and delivery lines is to be 32mm HDPE class 10 (SABS approved), 100 m supply from borehole and a maximum of 200 m delivery to water points.
- Trenching for piped water supply to be 600mm deep by 300 mm wide.
- Fittings - control valves must be installed on both independent supply lines from the Jojo tank to the tap.
- The borehole 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.

e. Testing and commissioning of boreholes.

- A complete operational test will be performed of the borehole pump and all associated pipes and fittings. The Geohydrologist will be required to be present on site to verify proper functioning of the borehole and to commission each project.

f. Technical Report.

- The PSP will compile a comprehensive technical report based on the findings and results of the investigation. This would include the outcomes of the desktop review, geophysical investigation, drilling and testing data, analysis and interpretation, equipping and reticulation design.

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.

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 Concrete	Estimated Minimum Compressive Strength in MPA at 28 Days	Maximum Nominal Size of Coarse Aggregate in mm	Proportion of Constituents		
			Cement (Parts)	Fine Aggregate (Parts)	Coarse Aggregate (Parts)
A	10	37,5	1 (=2 bags)	4	5
B	15	19,0	1 (=2 bags)	3	4
C	20	19,0	1 (=2 bags)	2½	3½
D	25	19,0	1 (=2 bags)	2	3
E	30	19,0	1 (=2 bags)	2	2½

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.

BILL OF QUANTITIES

GEOHYDROLOGICAL SERVICES

Payment Reference	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	PRE-FEASIBILITY DESKTOP STUDY	project	1		
2	GEOPHYSICAL BOREHOLE SITING To include travel, accommodation, travel time and all related disbursements.	project	1		
3	DRILLING SUPERVISION Full-time supervision for a field hydrogeologist. To include travel, accommodation, travel time and all related disbursements.	Day	2		
4	TESTING SUPERVISION Full-time supervision for a field hydrogeologist. To include travel, accommodation, travel time and all related disbursements.	Day	2		
5	EQUIPPING Site monitoring by hydrogeologist. To include travel, travel time and all related disbursements.	Day	1		
6	REPORTING Inclusive of professional time and all associated disbursements. Technical report in a word format, to detail study approach, results, recommendation complete with all geophysical data, drill log, test data and applicable maps and photographs.	No.	1		
7	COMMISSIONING Commissioning of project with Departmental Engineer, Extension Departmental Officer and community participants. <i>To include travel, accommodation, travel time and all related disbursements.</i>	Project	1		
8	PROJECT MANAGEMENT To include professional fees for overall management of the project and disbursements for communications, printing etc.	Project	1		
9	SUBMISSION OF INFORMATION TO EMPLOYER All borehole data needs to be sent to DWS in a specified format	Project	1		

SUB TOTAL	
ADD: 15% VAT	
TOTAL CARRIED FORWARD	

**BILL OF QUANTITIES
DRILLING OF BOREHOLE**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ESTABLISH				
1.1	Initial establishment to site for drilling	No.	1		
1.2	Set-up at site				
	a) Percussion (Positioning of the drilling machine)	No.	1		
2	DRILLING OF BOREHOLES				
2.1	For internal borehole diameter of 165mm				
2.1.1	Air Percussion Drilling				
	a) Drilling Depth Range : 0 - 120m				
	216 mm drilling diameter	m	30		
	165 mm drilling diameter	m	90		
	b) Mild Steel 3- 4mm wall thickness	m	30		
	c) Development (Air Flush)	hr	1		
	d) Silica grit 3-5 mm	m	rate only		
	e) Sanitary Seal (3-5m)	project	1		
	f) Concrete Collar	project	1		
	g) Borehole protection (welding of casing)	project	1		
	h) Borehole marking (as per DWS specification)	project	1		
	<i>To include travel, accommodation, travel time and all related disbursements.</i>				

SUB TOTAL	
ADD: 15% VAT	
TOTAL CARRIED FORWARD	

**BILL OF QUANTITIES
TEST PUMPING**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	Establishment and Set-up Pump Testing	No.	1		
2	Pump Test To include stepped discharge test (4hr discharge), 24hr constant discharge, recovery monitoring (28hrs)	No.	1		
3	Borehole Disinfection - Granular chlorine (HTH or equivalent)	No.	1		
4	Borehole capping (re-welding of casing)	No.	1		
5	Data Recording - (hard copy field sheet and digital excel spreadsheet including log graphs)	No.	1		
6	Water level monitoring at observation borehole	No.	rate only		
7	Collection of water sample (cold storage and delivery to the laboratory)	No.	1		
8	SANS 241 (2015) Abbrev. at accredited laboratory <i>To include travel, accommodation, travel time and all related disbursements.</i>	No.	Rate		
SUB TOTAL					
ADD: 15% VAT					
TOTAL CARRIED FORWARD					

BILL OF QUANTITIES
EQUIPPING TO ALLOW 6 HRS OF PUMPING TO FILL 2 X 5 m³ STORAGE TANKS

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	Establishment, Set-up and Equipping(labour)	No.	1		
2	Disinfection of borehole (only if pathogens indicated by total coliforms and e-Coli, are present)	No.	1		
3	Trenching (600mm X 300mm)	m	230		
4	SVM 3019 Pump & 1.1kw Franklin Motor	No.	1		
5	Franklin Box Std 1.1kw	sum	1		
6	Piping 32mm Class 10 HDPE (SABS approved)	M	300		
7	Fittings (Termination kit, safety rope, compression fittings, external fittings, tank fittings, tap stand and tap)	sum	1		
8	Cable 4mm (4 core)	m	100		
9	Petrol Generator (6.5kVa) Mounted on Wheelbarrow frame	No	1		
10	Galvanized tank Stand (3m High)	No.	2		
11	Jojo Tank 5000L	No.	2		
12	Precast concrete drinking troughs 600L Trough to include: legs, lid and float valves	No.	2		
13	Protective Pump House (Concrete ring with lockable lid)	No.	1		
14	Tap stand with Concrete block (1.5m X 1m X 200mm (20 MPa)	No.	1		
15	Commissioning of borehole On site for snags <i>To include travel, accommodation, travel time and all related disbursements.</i>	No.	1		
SUB TOTAL					
ADD: 15% VAT					
TOTAL CARRIED FORWARD					

SUMMARY

ITEM NO	DESCRIPTION	AMOUNT
1	Sub-Total Geohydrological Services	
2	Sub-Total Drilling The borehole	
3	Sub-Total Test Pumping	
4	Sub-Total Equipping The borehole	
TOTAL		

ANNEXURE A : Work Phases Schedule for Drilling and Equipping of a Single Borehole

Please note these values are primarily estimates of what part of 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.

Work phase No.	PHASE DESCRIPTION	App. % of work/ contract
1	Hydrogeological Services	20%
2	Drilling	20%
3	Pump Test and laboratory water sampling.	10%
4	Equipping of borehole	50%
	TOTAL	100%