



KWAZULU-NATAL PROVINCE

AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

KWAZULU-NATAL DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

QUOTATION No: R/S/2324/588

DESCRIPTION OF SERVICE:

***TO CONSTRUCT ONE BOREHOLE (INWABI) AT UMBUMBULU WITHIN THE
ETHEKWINI DISTRICT***

NAME OF BIDDER:

Mandatory Requirements

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

COMPULSORY BRIEFING SESSION

Venue	Department of Agriculture UMBumbulu local office
Date	14 November 2023
Time	10:00am

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 Ext 9699** 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/2324/588	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: <i>TO CONSTRUCT ONE BOREHOLE (INWABI) AT UMBUMBULU WITHIN THE ETHEKWINI DISTRICT</i>	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: THE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ,01 CEDARA ROAD, SCM BID BOX FOR ATTENTION TO: SANDILE MCHUNU TEL NUMBER : 033 343 8111	
NB: DOCUMENT MUST BE COMPLETED IN FULL ,THIS QUOTATION COVER PAGE MUST BE COMPLETED AND RETURNED WITH ALL YOUR SUPPORTING DOCUMENTS.	

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)			
BID NUMBER:	R/S/2324/588	CLOSING DATE:	17 November 2023
		CLOSING TIME:	11:00
DESCRIPTION	TO CONSTRUCT ONE BOREHOLE (INWABI) AT UMBUMBULU WITHIN THE ETHEKWINI 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	SANDILE MCHUNU	CONTACT PERSON	Nothando Zwane
TELEPHONE NUMBER	033 343 8111	TELEPHONE NUMBER	076 821 7326
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	
E-MAIL ADDRESS	Sandile.mchunu@kzndard.gov.za	E-MAIL ADDRESS	Nothando.Zwane@kzndard.gov.za
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, 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 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 bidder

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:

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

Where

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

3.2. 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:

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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.

SECTION D

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 number dated..... 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 AT ON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

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"	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 naturalization- 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;"
--	---

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”	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 naturalization- 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;”
--	--

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

**APPOINTMENT OF A SERVICE PROVIDER FOR SITING, DRILLING,
TESTING AND EQUIPPING OF NWABI BOREHOLE UNDER
UMBUMBULU LOCAL OFFICE**

1. BACKGROUND

The Project is situated in J-Section in Umlazi township along Zihlahla road under Umbumbulu local office

SCOPE OF SERVICES

- 1.1. Installation of a borehole with equipment and pump including connection and fittings
 - 1.1.1. Siting, drilling, testing and equipping of a borehole

Section E (Pricing Schedule with specifications) lists the works in detail and provides specifications for the work to comply with.

2. SITE LOCATION

- 2 The site is situated J section in uMlazi township at at approximately 29 km East of Mbumbulu

2.1.1. Site Coordinates: -29° 56' 36.564 "S 30°51'38.663"E.

SPECIAL CONDITIONS OF CONTRACT

If one or more of the Special Conditions clauses would contradict, or in any way would deviate from a corresponding clause of the GCC 2015, the Special Conditions one(s) will prevail.

1. CONSTRUCTION PERIOD AND DUE COMPLETION DATE

- 1.1. The construction period for the Works up to **practical** completion will be seven (2) months, starting with the site hand over.
- 1.2. The total construction period, up to **Works** Completion, will be no more than 8 months.

2. COMPETENCY OF THE SERVICE PROVIDER

- 2.1 It is estimated that tenderers should have a CIDB contractor grading designation of **1CE** or higher. The contractor is to submit evidence of his/her OWN **Active** registration.
- 2.2 For evaluation processes, the Department shall apply the evaluation criteria as outlined in the Bid Evaluation Criteria of this bid.
- 2.3 It shall be vital for the appointed supplier to have sufficient financial resources and capacity to finance and execute as per terms and conditions of the contract.
- 2.4 If the Bidder is not a specialist in one or more of the required specialist Works, if any, he/she should appoint a specialist to assist with, or execute those Works, and provide details of the specialist in Appendix D (Sub-contractors). **This will in particular be the case for the supply and erection of the steel shed, which is to be equipped with a crane installation.**

3. COMPULSORY SITE BRIEFING

- 3.1. A site-briefing meeting will be held with prospective Bidders. Attendance of the briefing is compulsory and non-attendance shall invalidate any bid. The date and time of the meeting will be published in the Bid Advertisement or, in the case of a quote, be communicated when the prospective service provider is invited to quote.

4. ALTERNATIVE SPECIFICATIONS

- 4.1 If the Pricing Schedule makes some allowance for alternative specifications for some items, these should be at least equivalent to the ones provided by the Department. Apart from these, no alternative specifications shall be considered.

5. INVOICES

- 5.1. All invoices submitted by the Contractor must be original and be accompanied by payment certificates, indicating the work done, the amount of tax charged (if applicable) and the total Invoice amount.
- 5.2. An invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
 - 5.2.1 The name, address and registration number of the supplier;
 - 5.1.2 The name and address of the recipient;
 - 5.1.3 An individual serialized number and the date upon which the tax invoice is issued;
 - 5.1.4 A description of the goods or services supplied;
 - 5.1.5 The payment certificate;
 - 5.1.6 The value of the payment certificate amount, the amount of tax charged and the description of the works completed;
 - 5.1.7 The purchase order number (where applicable) and the name of the project must appear on an invoice.

6. IRREGULARITIES

- 6.1. Companies are encouraged to advise the Department timeously of any possible irregularities which might come to their notice in connection with this or other contracts

7. PAYMENT FOR SUPPLIES AND SERVICES

- 7.1. A contractor shall be paid by the Department in accordance with the services rendered as per the payment certificate.

- 7.2. There will be no payment for materials delivered to site if they have not been incorporated or installed or otherwise been made part of the permanent works. A deviation can only be considered if the Employer's Agent has approved a written request from the Contractor for a special arrangement in this regards, prior to the delivery of the materials to site, as per GCC clause 6.10.2.

- 7.3. Any query concerning the non-payment of accounts must be directed to the Department. The following protocol shall apply if accounts are queried:

- (1) Contact must be made with the officer-in-charge of the District Office;
- (2) If there is no response from the District Office, the Director: Finance must be contacted;

- 7.4. Information as contained on the Central Suppliers Database must be valid/correct. Non-compliance with Tax Requirements shall affect payment.

8. QUALITY CONTROL/ TESTING OF PRODUCTS

- 8.1. The Department reserves the right to inspect and verify the quality and specifications of the supplied materials and equipment, as well as other items listed on the Bill of Quantities, **before** construction and/or installation. In case of deviations in terms of dimensions, strength, numbers or otherwise, the Contractor shall replace these goods for the correct ones at his/her own expense.

- 8.2. The same replacement obligation to the Contractor would apply during installation and during and after commissioning.

- 8.3. In the case of sustained or repeated non-adherence to the specifications of the materials and/or equipment, as well as in the case of general negligence during the implementation process, the contract may be cancelled. The Department will in such cases seek compensation from the contractor for the estimated costs for completion.

- 8.4. In cases of deliberate negligence or unwillingness to adhere to the Departmental specifications, the Service provider will be reported to the Provincial and/or National Treasury for listing on the Restricted section of the Central Suppliers database.

9. UNSATISFACTORY PERFORMANCE

- 9.1. Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

- 9.2. The Departmental official monitoring the implementation shall first issue a site instruction to address the underperformance in terms of completion rate, quality of the work or quality or specifications of materials (site note?). After that, in the absence of sufficient improvements, the contractor shall be officially warned in writing that action shall be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum).

- 1.1. If the Contractor fails to commence the Works or to proceed with and complete the Works in compliance with the projected timeframes, the Head of Department or his/her representative shall take action in terms of its his/her delegated powers and adopt and exercise one of the following courses wholly or partly, viz: -

- 1.1.1. 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,
- 1.1.2. To make a recommendation to the Accounting Officer for cancellation of the contract concerned.

- 1.1.3. To 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.
- 1.2. 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.
- 9.3. When correspondence is addressed to the contractor, reference shall be made to the contract number/ item number/s and an explanation of the complaint.
- 9.4. Where applicable, and not in contradiction with the 5 clauses above, the relevant clauses and sub clauses of sections 9.1, 9.2 and 9.3 from the GCC 2015 will apply as well.

10. SERVICE LEVEL AGREEMENT

- 10.1. The successful Bidder and the Department will sign a Service Level Agreement (SLA) prior to commencement of works. A proposed programme of works must be provided by the contractor for the approval of the Engineer within two weeks after site handover.
- 10.2. The SAICE *General Conditions of Contract 2015* as amended, these *Special Terms and Conditions (STC)*, the *Standard Technical Specifications (STS)* and the *Project Particular specifications (PPS)* as listed in this bid document, together with the *Drawings*, are deemed to form part of the SLA.

11. COMMENCEMENT OF THE WORK

- 11.1. Site establishment must start within two (2) weeks, and the actual works within three (3) weeks after hand-over of the site, provided that;
 - 11.1.1. The SLA has been signed;
 - 11.1.2. An official order has been issued;
 - 11.1.3. The contractor is in possession of all relevant documentation required for works execution;
 - 11.1.4. No exceptional circumstances such as inclement weather or other outside the control of either party to the contract prevail.
 - 11.1.5. All planning permission for the site and buildings has been obtained;
 - 11.1.6. The contractor has submitted the security document as per GCC 6.2.1 (if applicable).
- 11.2. In case work has not commenced within two (2) weeks of the site hand-over and no attenuating circumstances for the delay can be provided, the Department reserves itself the right to terminate the contract as per clause 9.2.1 of GCC 2015

12. SITE HANDOVER TO THE CONTRACTOR

- 12.1. The Department will organize a site hand-over to the contractor who will then be introduced to the project stakeholders and participants.
- 12.2. The site will be handed back after the issuing of a Certificate of Completion to the Contractor when after a final inspection by the Engineer and no outstanding patent defects are found.
- 12.3. The Contractor will control the site for the contract duration. Only the Contractor's own employees, Contractor's local labour and Departmental Representatives will be allowed on site.
- 12.4. The Contractor is responsible of the administration, control and security on the site at all times during the contract duration.

13. WATER AND POWER

- 13.1. The Contractor shall make the necessary arrangements for the provision of any water and power. No payment will be made for the provision or use of these services, other than via the relevant line items in the Preliminary & General section of the Pricing Schedule.

14. LOCATION OF CAMP

- 14.1 No accommodation is available at Cedara.
- 14.2 No persons other than a night watchman may sleep in the camp, without the approval of the local relevant Stakeholder.

15. HOUSING OF CONTRACTOR'S EMPLOYEES

- 15.1. The Contractor shall make his own arrangement for housing, payment and feeding his employees and transporting them to and from the site. However, it may be possible to arrange temporary local accommodation for the Contractor's staff with the participants.
- 15.2. The Contractor is in all respects responsible for the housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted.

16. LABOUR SOURCE & CAPACITY

- 16.1. The Contractor will be required to satisfy the Department that a sufficient and experienced labor force is employed or that sufficient experienced labour can be acquired to complete the services and produce an acceptable quality of workmanship.
- 16.2. The contractor is encouraged to source labour from the project participants or local community. The Contractor and the Departmental representative (Engineer or local Agricultural adviser) may negotiate with the participants in this regard to establish all the conditions for the utilization of the local labour.
- 16.3. If applicable, the contractor is required to comply with any existing Expanded Public Work Projects (EPWP) prescriptions that may exist concerning the creation of job opportunities during the implementation of the Works.
- 16.4. The Contractor will be responsible for all hiring, payment, housing and transport of all labour used for the duration of the contract.

17. SECURITY & RISK

- 17.1. No one shall be allowed on the construction site after normal working hours except for the necessary security personnel.
- 17.2. The Contractor shall also be responsible for safeguarding all plants, machinery, equipment and materials on site. The Engineer shall not be responsible for any lost, damaged or stolen property or materials. Should any of these situations arise, no allocations will be made in terms of finances or time.

18. MATERIALS: DELIVERY, ON & OFF-LOADING, STORAGE & RESPONSIBILITY

- 18.1. The Contractor shall be responsible for the safe delivery, loading, off-loading, handling and storage of any equipment and materials on site.
- 18.2. All equipment, materials and plant stored on site must be suitably protected against damage or loss by theft or otherwise.
- 18.3. The Contractor shall remain fully responsible for all material and plant etc. until the completed works and site have been officially handed over.

19. EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC.

- 19.1. The Contractor is advised that he will be held responsible for any damage to the existing pavings, roads, municipal pavements, fences, boundary walls, etc., and will have to repair such damage at his expense.

20. DAMAGE TO PROPERTY

- 20.1. If the Contractor or his/her employees, while engaged in the execution of the contract, shall break, deface, injure, destroy or allow to fall into disrepair any part of the Works or property belonging to the Department, or any private property including: buildings, pavings, roads, fences, walls or grounds contiguous to the premises of the Department on which he or they may be employed, the Contractor

will be required to repair, in a perfect and workmanlike manner, at own expense all damage to the approval of the Department. The Completion Certificate will not be issued until the Department is satisfied that all necessary remedial work has been satisfactorily completed

- 20.2. The Contractor shall take every precaution against damage or nuisance being caused by dust both to the properties of the Department and all surrounding properties and shall indemnify the Department against any claim that might arise there from.

21. UNDERGROUND CABLES AND PIPES

- 21.1. If such services are discovered, immediate notification must be made to the Department and all work in the vicinity of such cables, pipes, etc., shall cease until safe to proceed.
- 21.2. Should the Contractor damage underground cable or pipes, such damage shall be repaired as soon and safely as possible by the Contractor.
- 21.3. The cost of making good such damage will be met by the Contractor as this must be covered by the Contractors works insurance.

22. DAILY RAINFALL RECORDS

- 22.1. Submission of rainfall figures is required for the granting of permission of extending the contract period on the basis of inclement weather. If none are kept, the Engineer is under no obligation to grant extension of the completion period for inclement weather.

23. INSPECTION OF WORK

- 23.1. The Departmental representative may at all reasonable times have access to the site where work is being executed for inspection purposes.
- 27.1 The Engineer may request that evidence of the quality or strength of any materials be supplied by the contractor wherever necessary.

24. NOTICE OF COVERING WORK

- 24.1. The Contractor shall give due notice to the engineer whenever any work or materials are intended to be covered in with earth or otherwise in order that their correct dimensions and quality may be ascertained before being covered.
- 24.2. If any such work or materials are covered without such notice having been given, the work or materials shall be uncovered at the Contractor's expense on instructions given by the Engineer.

25. SUB-CONTRACTED WORK

- 25.1. GCC 2015, Section 4.4 (Sub-contracting) will apply.
- 25.2. The contractor shall not sub-contract the entire contract. The contractor must indicate in *Appendix 1 C – Additional Information: Subcontracted Works* which part(s), if any, (s)he intends to subcontract.
- 25.3. Sub- contracting shall not relieve the contractor from any liability or obligation under the contract and his/her shall be liable for the acts, defaults and neglects of any sub-contractor, his/her agent or

employees as fully as if they were the acts, defaults or neglects of the contractor, his agents or employees.

26. INSURANCE

26.1. All accepted approved contractors would be required to provide the following insurance's for the project awarded to them:

26.1.1. Insurance against damage, destruction or loss to 50% of the value of the contract.

26.1.2. Public Liability insurance.

26.1.3. All risks (works) policy and Political.

26.2. The Contractor shall provide the Engineer with proof that Insurance has been obtained for the contract period.

26.3. Refer to GCC 2015 section 8.6.1

27. OCCUPATIONAL HEALTH AND SAFETY

27.1. Bidders (including those sub-contractors and/or suppliers who are preparing prices/quotations for submission to the main bidder) must ensure that they make adequate financial provision in their bids for full compliance with the *Occupational Health and Safety Act (85/1993): Construction Regulations, 2014*, as published in the *Government Gazette* of 7 February 2014, or later amendments thereto. Financial provision shall therefore be made by each Bidder for, inter alia, the following:

27.1.1. Carrying out and documenting risk assessments of all work to be carried out under the contract.

27.1.2. Preparation of safe work procedures.

27.1.3. Preparation of an H&S plan, discussing it with the Department, and then amending it as agreed.

27.1.4. Preparation of a Project H&S File to include all requirements of Annexure A.

27.1.5. Regular updating of all of the foregoing.

27.1.6. Provision of medical certificates of employees.

27.1.7. Provision of PPE and protective clothing for employees

27.1.8. Complying with all H&S requirements for the duration of the contract.

27.1.9. Provision of forced ventilation (as required when working in confined spaces).

27.1.10. The completion and checking of the safety file upon completion of the works and handing it over to the Department.

27.2. To enable the Department to appraise the allowances that bidders have made for H&S in their bids, so that he/she can fulfil his/her obligations in terms of Clause 7 of the Construction Regulations, separate items have been included in the Bill of Quantities for Health and Safety.

27.3. Failure to submit realistic prices for the scheduled H&S items is likely to prejudice the bid.

27.4. The Principal Contractor and Sub-Contractors must submit proof of compliance with the OHS requirements table below with the construction phase H&S plan where applicable.

27.5. The successful bidder shall be required to submit the Contractor's Health and Safety Plan as required in terms of Regulation 7 of the Occupational Health and Safety Act 1993 Construction Regulations 2014.

27.6. The Contractor shall pay particular attention to watching and warning lighting and must provide any necessary barriers, etc., required for the protection of the public in terms of the Act.

Table 1 – OHS Requirements and submission dates

PAM Item No.	Requirement	OHS Requirement	Submission Date
2.1	Notification of Intention to Commence Construction / Building Work	Complete Schedule 1 (Construction Regulations)	7 days before commencement on site
2.2	Assignment of Responsible Person to Supervise Construction Work	All relevant appointments, as per OHS Act and Construction Regulations.	7 days before commencement on site
2.3	Competence of Responsible Persons	Department Requirement & OHS Act	Together with H&S plan
2.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993 (Certificate)	COIDA Requirement	Together with H&S plan
2.5	Health and Safety Organogram	Department Requirement	Together with H&S plan
2.6	Initial Hazard Identification and Risk Assessment based on the Department's assessment	Construction Regulations.	Together with H&S plan
2.7	Medical Certificate of Employees	Construction Regulations	Before commencement of construction.

28. INJURY TO PERSONS

28.1. Refer to GCC 8.5.1

28.2. The Contractor shall be liable for and shall indemnify the department in respect of any liability, loss, claim or proceedings whatsoever, whether arising in Common Law or by Statute in respect of personal injuries to or death of any person whomsoever arising out of or in the course of or caused by the execution of the Works.

29. DISAGREEMENTS

29.1. Notice of disagreement. The Contractor has the right by written notice to the Engineer to require him to consider any disagreement which he raises with the Engineer provided the said written notice shall be given within 14 days after the cause of disagreement has arisen.

29.2. Ruling on disagreements. The Engineer shall give a ruling on the disagreement in writing to the Contractor no later than 14 days after his receipt of a written request from the Contractor requiring him to do so. The Engineer shall provide such a ruling with as little delay as possible. During the response time the Contractor shall not alter the status of the works under contention.

30. FIXED PRICE CONTRACT

30.1. This contract shall **not** be subject to contract price adjustment

31. PRICING - COMPLETENESS OF BID

31.1. Bidders are required to Bid for all services, products and commissioning as specified in this document and associated plans. If he/she does not bid on all items, his/her bid will be rejected.

- 31.2. All bid/quoted prices for *line* items are to be in South African currency and must **exclude** VAT.
- 31.3. All items as described in the project specification are to be priced in full.
- 31.4. Transport/Delivery costs must be included in the pricing if the Pricing Schedule does not list them separately.
- 31.5. VAT must be filled in as the sub total followed by the complete price for the entire project.
- 31.6. The Bid price page must be signed by a person legally authorized to do so.

32. QUANTITIES OF WORK

- 33. The Contractor shall receive payment only for the works actually executed and approved by the Engineer.

34. PROGRESS PAYMENTS

35. RETENTION

- 35.1 A 10% retention will be withheld on payment for the duration of the construction.
- 35.2 In case a bank or insurance guarantee was issued, the retention will be 5%.
- 35.3 The Department will pay out half of this retention, or 5% of the bid value as part of the second last payment at **practical completion** of the works. The remainder, viz 5%, will be paid out at **final completion** after expiry of the defect liability period 12 months after practical completion), the bidder having eliminated all defects.
- 35.4 In some instances, the Engineer may decide to shorten this period order to allow all payments to be completed within the financial year. However, this is **not** a given and the Contractor will be notified during the course of the construction if such would be the case.
- 35.5 GCC 2015 – Section 6.5 has reference.

36. DEFECT LIABILITY PERIOD

- 36.1 The defect liability period is 12 calendar months calculated from the date of the issuing of the Certificate of Completion.
- 36.2 The contractor shall unconditionally guarantee all materials, workmanship related to the works for that period. 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.
- 36.3 In addition, GCC 2015 – clause 5.16.3 (“Latent defect liability”) will apply.

37. CONTINGENCIES

- 37.1 An amount of 10% of the subtotal for all materials, equipment and services has been set aside for Contingencies. This allowance will only be accessed for unforeseen additional expenditure not covered in the contract. **Payment of the Contingencies allocation is therefore not a given**, as the occurrence of limited, or even absence of any approved Contingencies will reduce the total amount paid out for this contract.
- 37.2 Approval from the Engineer for the use of the Contingencies allocation is required *before* any purchases can be made or any work is started from this allocation.
- 37.3 After the need for contingencies has been identified and approved by the Engineer, the contractor will submit a quote for approval to the Engineer for the contingency items and services agreed upon, and as much as possible rates and amounts for materials and services that were already covered in the original pricing schedule, will be used.
- 37.4 The total costs of all contingencies shall not exceed the balance of the Contingencies allocation for the project, unless permission for a Variation Order has been granted before the additional work has

been approved. The Employer's Agent will subsequently take a decision whether the additional work will be warranted, and will communicate that decision to the Contractor.

38 TIME FOR PRACTICAL COMPLETION & DUE COMPLETION TIME

- 38.1 The project has to reach practical completion within **Two (2) months**, calculated from the date of the site handover.
- 38.2 The whole of the Works shall be completed within the Due Completion Date, which in this case will be 7 months after the site hand over.
- 38.3 If the Works are delayed by any cause beyond the Contractor's control, 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.
- 38.4 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.
- 38.5 The date of completion will be extended only to the extent approved by the Department.
- 38.6 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 shall not be exceeded.
- 38.7 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.
- 38.8 Refer to GCC 2015 Clause

39 PENALTY CLAUSE / FINES FOR LATE OR NON-COMPLETION

- 39.1 If the contractor does not complete the work within the time stipulated and no extenuating circumstances can be given for the delay, the Department may impose a fine as detailed below. The total will be subtracted from the retention allowance.
- 39.2 If the contractor fails to complete the works and the Department is forced to employ another contractor to complete the works, the defaulting contractor will be held liable for the costs as far they exceed the original total Bid value.
- 39.3 The department will deduct a penalty for late completion of up to **0.05% of the contract value per working day delay**. This will be deducted from the retention.
-

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 siting 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					

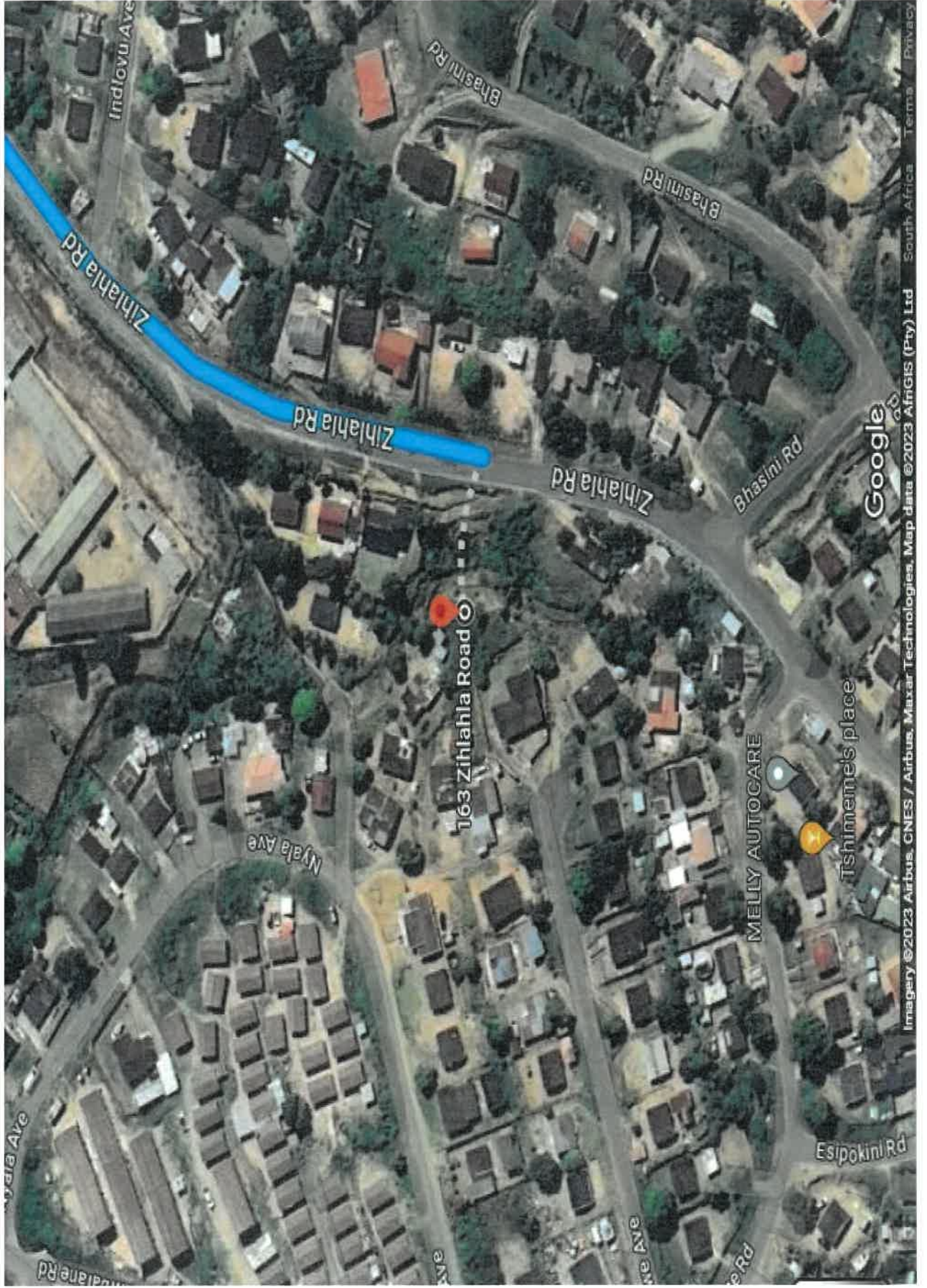
SUMMARY

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	30%
3	Pump Test and laboratory water sampling.	10%
4	Equipping of borehole	40%
	TOTAL	100%



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