



agriculture, land reform & rural development

Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

Contract No: **DALRRDMP0005 (2021/2022)**

APPONTMENT OF SERVICE PROVIDER FOR THE SITING, DRILLING, CLEANING, TESTING, EQUIPPING OF BOREHOLES FOR A PERIOD OF 36 MONTHS IN THE MPUMALANGA PROVINCE.

The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

Component	Stipulated minimum threshold
Valve Products	70%
Steel Product	100%
Plastic Products & Fittings Products	100%
Solar PV Components	70%

Name of Tenderer: _____

Name of duly authorised person: _____

Address: _____

Tel. Number: _____

Cell number : _____

Fax number: _____

E-mail: _____

Receipt number: _____

ISSUED BY:

Chief Director: Supply Chain and Facilities Management Services
Department of Rural Development and Land Reform
Private Bag X 11305
Pretoria
0001

PREPARED BY:

Directorate: Rural Infrastructure Development
17 Van Rensburg Street, Bateleur Building,
Block E, Nelspruit
1200

Tel: (013) 754 8034 / 8038 / (082) 947 6304



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Contract No.: DALRRDMP0005 (2021/2022)

APPOINTMENT OF SERVICE PROVIDER FOR THE SITING, DRILLING, CLEANING, TESTING, EQUIPPING OF BOREHOLES FOR A PERIOD OF 36 MONTHS IN THE MPUMALANGA PROVINCE

CLOSING DATE: 13 DECEMBER 2021

CLOSING TIME: 11h00

ISSUED BY:

Directorate: Supply Chain and Facilities Management Services
Department of Agriculture Land Reform and Rural Development
Private Bag X 11305
Nelspruit
1200

Tel: 013 754 8000

PREPARED BY:

Directorate: Rural Development
17 Van Rensburg Street, Bateleur Building
Nelspruit
1200

Tel: 013 754 8000

INFORMATION ON TENDER BOX

BID BOX INFORMATION

TENDER NO.: **DALRRDMP0005 (2021/2022)** CLOSING DATE: 13 DECEMBER 2021

COMPULSORY CLARIFICATION MEETING:

DATE: 01 December 2021

TIME: 13:00

VENUE: A compulsory briefing meeting will be held virtually via Microsoft Teams

https://teams.microsoft.com/l/meetup-join/19%3ameeting_Yjl4OTIzZWMTNTNmYy00ZTUwLTk2OWYtMmM1NzkyYmZIOGI5%40thread.v2/0?context=%7b%22Tid%22%3a%221f792a35-02a7-4e3e-9e7a-ff40ae390cb6%22%2c%22Oid%22%3a%22b0812a31-4998-4f9c-bfe3-f39d1590b440%22%7d

YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM)

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.

SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE

Bid documents **must** be deposited in the box which is identified as the bid box of the:

**DEPARTMENT OF RURAL DEVELOPMENT & LAND REFORM
MPUMALANGA PROVINCIAL SHARED SERVICE CENTRE
17 VAN RENSBURG STREET
BATELEUR BUILDING
6TH FLOOR
NELSPRUIT
1200**

THE BID BOX OF THE OFFICE OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM & RURAL DEVELOPMENT AND IS OPEN 24 HOURS A DAY, 7 DAYS A WEEK. THE BID BOX WILL BE CLOSED ON THE CLOSING TIME OF BIDS WHICH IS 11H00.

BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS

SUBMIT BID IN A SEALED ENVELOPE

***Note:** Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be constructed to have the same meaning as the words "Tender" or "Tenderer"

CHECKLIST WHEN SUBMITTING BID PROPOSAL/DOCUMENT

TENDER NO: **DALRRDMP0005 (2021/2022)**

DESCRIPTION OF TENDER: APPONTMENT OF SERVICE PROVIDER FOR THE SITING, DRILLING, CLEANING, TESTING, EQUIPPING OF BOREHOLES FOR A PERIOD OF 36 MONTHS IN THE MPUMALANGA PROVINCE.

ENSURE THAT PRIOR TO SUBMITTING THE TENDER TO THE DEPARTMENT THE FOLLOWING INFORMATION IS COMPLETED AND ATTACHED

Please indicate YES or NO ✓ Place a Tick in the appropriate column	YES	NO
Indicate / Attach CRS printout from CIDB (in case of JV, ENSURE THAT THE LEAD PARTNER'S AS WELL AS JV PARTNERS CRS NUMBERS ARE INDICATED ON THE FORM (printouts may be submitted as well))		
Signed Letter of authority on Company Letterhead is attached		
Tax Clearance Certificate PIN: In the case of Bidder/ Consortia/JV: Did bidder submit an original and valid tax clearance certificate		
B-BBEE Certificate IN Cases of Joint Ventures submit CONSOLIDATED CERTIFICATE		
B-BBEE Certificate: In the case of Bidder/ Consortia/JV:		
Tax Clearance Certificate PIN: If Bidder is Sub-contracting Did bidder submit an original and valid tax clearance certificate for the subcontracting companies		
Submit B-BBEE Certificate for Sub-contracting companies/Certified Copy/Original.		
Local content (SBD 6.2) form is completed and all annexures are completed (if applicable)		
Did you Tamper with the document		
Used correction fluid		
Are mistakes made on the prices/form of offer inclusive of vat crossed out in ink and altered on each and every price		
Is the form of offer fully completed and signed by the authorized signatory		
Central Supplier Database (CSD) Registration		
Are all addenda issued completed and returned (if applicable)		
Commitment Letter to use of Local Labour at each work site.		
Certified Professional registration certificates - Geohydrologist Engineer		
Proof of Drilling Rig - Ownership / Lease Agreement (Lease agreement with Registration Certificate from the leaser for a period of 12 months and above)		



agriculture, land reform & rural development

Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

MPUMALANGA PROVINCIAL SHARED SERVICE CENTRE

Directorate: Supply Chain and Facilities Management Services

Private Bag X11305, NELSPRUIT, 1200; TEL: (013) 754 8000 FAX: (013) 755 1224 WEB: www.drdlr.gov.za

YOU ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

BID NO: DALRRDMP0005 2021/22 **CLOSING TIME:** 11:00 **CLOSING DATE:** 13 DECEMBER 2021

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find:
 - 2.1 Authority to Sign the Standard Bidding Documents (SBDs)
on behalf of an Entity
 - 2.2 Invitation to Bid – SBD 1
 - 2.3 Declaration of Interest – SBD 4
 - 2.4 Preference Points Claim Form – SBD 6.1
 - 2.5 Declaration of Bidder's Past Supply Chain Management
Practices – SBD 8
 - 2.6 Certificate of Independent Bid Determination – SBD 9
 - 2.7 Supplier Maintenance (Bank Details) Form
 - 2.8 Terms of Reference
 - 2.9 General Conditions of Contract (GCC)
3. The attached forms must be completed in detail and returned with your bid. Failure to comply may disqualify your proposal. Each bid document must be submitted in a separate sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid.
4. **Bid proposals must be deposited into the Tender/ Bid Box situated at the reception area of the Department of Rural Development & Land Reform Mpumalanga Provincial Shared Service Centre, 17 Van Rensburg Street, Bateleur Building, 6th Floor Nelspruit by not later than the closing date and time indicated above. Bid proposals which are not inside the Tender/ Bid Box on the closing date and time will not be considered.**

AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBDs) ON BEHALF OF AN ENTITY.

Only authorized signatories may sign the original and all copies of the tender offer where required.

In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated.

In case of a **COMPANY** submitting a tender, include a copy of a resolution by its board of directors authorizing a director or other official of the company to sign the documents on behalf of the company.

In the case of a **CLOSE CORPORATION** submitting a tender, include a copy of a resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf.

In the case of a **PARTNERSHIP** submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case proof of such authorization shall be included in the Tender.

In the case of a **JOINT VENTURE** submitting a tender, include a resolution of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”

Accept that failure to submit proof of Authorization to sign the tender shall result in a Tender Offer being regarded as non-responsive.

AUTHORITY OF SIGNATORY

Signatories for companies, close corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

MABEL HOUSE (Pty) Ltd	
By resolution of the Board of Directors taken on 26 May 2021,	
MR A.F JONES	
has been duly authorised to sign all documents in connection with	
Contract no OVG (03) 2021/22, and any contract which may arise there from,	
on behalf of MABEL HOUSE (Pty) Ltd.	
SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director)	
IN HIS CAPACITY AS: Managing Director	
DATE: 20 May 2000	
SIGNATURE OF SIGNATORY: (Signature of A.F Jones)	
As witnesses:	
1.
2.
Signature of person authorised to sign the tender:	
Date:	

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT					
BID NUMBER:	DALRRDMP0005	CLOSING DATE:	13 DECEMBER 2021	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER FOR THE SITING, DRILLING, CLEANING, TESTING, EQUIPPING OF BOREHOLES FOR A PERIOD OF 36 MONTHS IN THE MPUMALANGA PROVINCE.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE SUBMITTED TO:					
BID RESPONSE MUST BE DEPOSITED INTO THE TENDER/BID BOX SITUATED AT: DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT (DALRRD) - MPUMALANGA PROVINCIAL SHARED SERVICE CENTRE 17 VAN RENSBURG STREET, BATELEUR BUILDING, 6TH FLOOR, NELSPRUIT, 1200					
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					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		Yes <input type="checkbox"/> No <input type="checkbox"/>		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/> AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) <input type="checkbox"/> A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) <input type="checkbox"/> A REGISTERED AUDITOR <input type="checkbox"/> NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes <input type="checkbox"/> No <input type="checkbox"/> YES ENCLOSE PROOF		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes <input type="checkbox"/> No <input type="checkbox"/> [IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER		DATE:		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY	AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT		CONTACT PERSON	Ms N Conco	
CONTACT PERSON	Mr D. Rudolph / Mrs N. Hlatshwayo		TELEPHONE NUMBER	060 965 5918	
TELEPHONE NUMBER	082 947 6304		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	Nomcebo.Conco@dalrrd.gov.za	
E-MAIL ADDRESS	Nonhlanhla.hlatshwayo@dalrrd.gov.za / Damian.Rudolph@dalrrd.gov.za				

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|--|--|
| 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? | <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 OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

.....
.....

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

2.10.1 If so, furnish particulars.

.....

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

2.11.1 If so, furnish particulars:

.....

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

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

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEM

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

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

Where

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

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

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

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

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 20 points)
(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
 One person business/sole propriety
 Close corporation
 Company
 (Pty) Limited
 [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

Manufacturer
 Supplier
 Professional service provider
 Other service providers, e.g. transporter, etc.
 [TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

Guidance Document for the Calculation of Local Content

1. DEFINITIONS

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

2. GENERAL

2.1. Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011

Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
 - Declaration C: “Local Content Declaration – Summary Schedule” (see Annexure C);
 - Declaration D: “Imported Content Declaration – Supporting Schedule to Annex C” (see Annexure D); and
 - Declaration E: “Local Content Declaration – Supporting Schedule to Annex C” (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted. If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

NOTE:

Annexure A is a note to the purchaser in SATS 1286:2011; and Annexure B is the Local Content Declaration IN SATS 1286:2011.

2.2. What is local content?

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

2.3. Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content. Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

2.3.1. Imported Content

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor(i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content." 2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2. Imported by a third party and supplied to the tenderer :When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (**the dti**). Evidence of the exemptions must be provided and included in

Annexure D.

2.3.2. Local Content

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

ANNEXURE C

3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule

Note: The paragraph numbers correspond to the numbers in Annexure C.

C1. Tender Number

Supply the tender number that is specified on the specific tender documentation.

C2. Tender description

Supply the tender description that is specified on the specific tender documentation.

C3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

C4. Tender Authority

Supply the name of the tender authority.

C5. Tendering Entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

C6. Tender Exchange Rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

C7. Specified local content %

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal

Bidding Document (MDB) 6.2.

C8. Tender item number

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

List of items

Provide a list of the item(s) corresponding with the tender item number. This may be a short description or a brand name.

Calculation of local content

C10. Tender price

Provide the unit tender price of each item excluding VAT.

C11. Exempted imported content

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

C12. Tender value net of exempted imported content

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

C13. Imported value

Provide the ZAR value of the items' imported content.

C14. Local value

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

C15. Local content percentage (per item)

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

Tender Summary

C16. Tender quantity

Provide the tender quantity for each item number as per the tender specification.

C17. Total tender value

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

Total exempted imported content

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

C19. Total imported content

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

C20. Total tender value

Total tender value is the sum of the values in column C17.

C21. Total exempted imported content

Total exempted imported content is the sum of the values in column

C18. This value must correspond with the value of D19 on Annexure D.

C22. Total tender value net of exempted imported content

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

C23. Total imported content

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

C24. Total local content

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

C25. Average local content percentage of tender

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

ANNEXURE D

4.1. Guidelines for completing Annexure D: “Imported Content Declaration – Supporting Schedule to Annexure C”

Note: The paragraph numbers correspond to the numbers in Annexure D.

D1. Tender number

Supply the tender number that is specified on the specific tender documentation.

D2. Tender description

Supply the tender description that is specified on the specific tender documentation.

D3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

D4. Tender authority

Supply the name of the tender authority.

D5. Tendering entity name

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

D6. Tender exchange rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

Table A. Exempted Imported Content

D7. Tender item number

Provide the tender item number(s) of the product(s) that have imported content.

D8. Description of imported content

Provide a list of the exempted imported product(s), if any, as specified in the tender.

D9. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D10. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

D11. Imported value as per commercial invoice

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D12. Tender exchange rate

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D13. Local value of imports

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate(D12) disclosed in the tender documentation.

D14. Freight costs to port of entry

Provide the freight costs to the South African Port of the exempted imported item.

D15. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

D16. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

D17. Tender quantity

Provide the tender quantity of the exempted imported products as per the tender specification.

D18. Exempted imported value

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

D19. Total exempted imported value

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

Table B. Imported Directly By Tenderer

D20. Tender item numbers

Provide the tender item number(s) of the product(s) that have imported content.

D21. Description of imported content:

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

D22. Unit of measure

Provide the unit of measure for the product(s) imported directly by the tenderer.

D23. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

D24. Imported value as per commercial Invoice

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D25. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D26. Local value of imports

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

D27. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

D28. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

D29. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

D30. Tender quantity

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

D31. Total imported value

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

D32. Total imported value by tenderer

The total value of imports by the tenderer is the sum of the values in column D31.

Table C. Imported by Third Party and Supplied to the Tenderer

D33. Description of imported content

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

D34. Unit of measure

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

D35. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D36. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported products.

D37. Imported value as per commercial invoice

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

D38. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D39. Local value of imports

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

D40. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

D41. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

D42. Total landed costs excluding VAT

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

D43. Quantity imported

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

D44. Total imported value

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

D45. Total imported value by third party

The total imported value from the third party is the sum of the values in column D44.

Table D. Other Foreign Currency Payments**D46. Type of payment**

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

D47. Local supplier making the payment

Provide the name of the local supplier making the payment.

D48. Overseas beneficiary

Provide the name of the overseas beneficiary.

D49. Foreign currency value paid

Provide the value of the listed payment(s) in their foreign currency.

D50. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D51. Local value of payments

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

D52. Total of foreign currency payments declared by tenderer and/or third party

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

D53. Total of imported content and foreign currency payment

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

5. ANNEXURE E

5.1. Guidelines to completing Annexure E: “Local Content Declaration-Supporting Schedule to Annexure C”

The paragraph numbers correspond to the numbers in Annexure E

E1. Tender number

Supply the tender number that is specified on the specific tender documentation.

E2. Tender description

Supply the tender description that is specified on the specific tender documentation.

E3. Designated products

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

E4. Tender authority

Supply the name of the tender authority.

E5. Tendering entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).

Local Goods, Services and Works

E6. Description of items purchased

Provide a description of the items purchased locally in the space provided.

E7. Local supplier

Provide the name of the local supplier that corresponds to the item listed in column E6.

E8. Value

Provide the total value of the item purchased in column E6.

E9. Total local products (Goods, Services and Works)

Total local products (goods, services and works) is the sum of the values in E8.

E10. Manpower costs:

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

E11. Factory overheads:

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

E12. Administration overheads and mark-up:

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

E13. Total local content:

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (SBD 6.2)

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

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

3. General Conditions

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

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

Where

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

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

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

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods

Stipulated minimum threshold

All fencing products: All barbed wire and mesh fencing, fabric/mesh reinforcing, gabions, wire rope/strand and chains, welding electrodes, nail/tacks, springs and screws

100%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

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

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

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....
NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of bidder entity), the
following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be

verified in terms of the requirements of SATS 1286:2011.

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Example

SATS 1286.2011

Annex C
CASE STUDY ONE

Local Content Declaration - Summary Schedule

(C1) Tender No. GP 100010

(C2) Tender description: Office Desks and Chairs

(C3) Designated product(s): Office Furniture

(C4) Tender Authority: Gauteng Purchasing Department

(C5) Tendering Entity name: Rainbow Office Furniture

(C6) Tender Exchange Rate: USD R 9.00 EU R 12.00 GBP R 14.00

(C7) Specified local content % 85%

Note: VAT to be excluded from all calculations

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value per unit	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
				(C10-C11)	(Annexure D M31+P50+P60)	(C12-C13)	C14/C12
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
GP 100011	Melamine Office Desks with Drawers	R 12 000	R 0	R 12 000	R 0	R 12 000	100%
GP 100012	Office desk with drawers on timber top with steel frame	R 15 000.00	R 1 650.00	R 13 350.00	R 1 232.00	R 12 118.00	91%
GP 100013	Side upholstered chair - Sleigh base with arms	R 10 450.00	R 2 170.00	R 8 280.00	R 2 617.00	R 5 663.00	68%
GP 100014	Highback upholstered chair with arms on 5 star base	R 12 200.00	R 2 720.00	R 9 480.00	R 2 537.00	R 6 943.00	73%

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total imported content
	(C16x16)	Annex D D18	Annex D
(C16)	(C17)	(C18)	(C19)
100	R 1 200 000	R 0	R 123 200
50	R 750 000	R 82 500	R 116 850
100	R 1 045 000	R 217 000	R 261 700
50	R 610 000	R 231 000	R 31 950

Signature of tenderer from Annex B _____

Date: _____

(C20) Total tender value R 3 605 000

(C21) Total Exempt imported content R 530 500

(C22) Total Tender value net of exempt imported content (C20-C21) R 3 074 500

(C23) Total Imported content R 533 700

(C24) Total local content (C22-C23) R 2 540 800

(C25) Average local content % of tender (C24/C22) 82.64%

Example

Annex D

RAINBOW CASE STUDY ONE

SATS 1286.2011

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.	GP 100010
(D2) Tender description:	Office Desks and Chairs
(D3) Designated Products:	Office Furniture
(D4) Tender Authority:	Gauteng Purchasing Department
(D5) Tendering Entity name:	Rainbow Office Furniture
(D6) Tender Exchange Rate:	USD R 9.00

(Note: VAT to be excluded from all calculations)

EU R 12.00 GBP R 14.00

A. Exempted imported content

Tender Item no's	Description of Imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
						(D13)=(D11)			(D13)+(D14)+(D15)
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)
GP 100012	Primary Steel	Accelcor (M)hal	Accelcor - USA	\$100	R 9.00	R 900	R 300	R 550	R 1 650
GP 100013	Primary Steel	United Steel	United Steel USA	\$150	R 9.00	R 1 350	R 420	R 400	R 2 170
GP 100014	Primary Steel	Afrox Steel	Afrox UK	£150.00	R 12.00	R 1 800	R 350	R 570	R 2 720
GP 100014	5 star base	Each	Base Specialist - Germany	£80.00	R 12.00	R 960	R 460	R 480	R 1 900

(D19) Total exempt imported value R 530 500

This total must correspond with Annex C - C21

Summary	
Tender Qty	Exempted Imported value
	(D16a)(17)
(D17)	(D18)
50	R 82 500
100	R 217 000
50	R 135 000
50	R 95 000

B. Imported directly by the Tenderer

Tender Item no's	Description of Imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
						(D24)=(D23)			(D24)+(D27)+(D28)
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)
GP 100011	Melamine	Each	MM Melamine USA	\$25	R 9.00	R 225	R 120	R 250	R 595
GP 100012	Timber Top	Each	Timber City - Germany	£75.00	R 12.00	R 900	R 300	R 500	R 1 700
GP 100013	Sleigh Base	Each	Timber York - USA	\$100	R 9.00	R 900	R 420	R 660	R 1 980
									R 1 980

(D32) Total Imported value by tenderers R 342 500

Summary	
Tender Qty	Total Imported value
	(D29)+(D30)
(D30)	(D31)
100	R 59 500
50	R 85 000
100	R 1 980 000

C. Imported by a 3rd party and supplied to the Tenderer

Description of Imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
						(D37)+(D38)			(D37)+(D40)+(D41)
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)
Sheet steel	tonne	Accelcor SA	Accelcor Belgium	£75.00	R 12.00	R 900	R 150	R 50	R 1 100
Hinges	each	Ramsay SA	Hugue GB	£2.50	R 14.00	R 35	R 10	R 5	R 50
Other - nuts and bolts	each	Mac Steel	TFC - UK	value too small to Revalue					

(D45) Total Imported value by 3rd party R 172 000

D45 Apportioned per unit

Summary	
Quantity Imported	Total Imported value
	(D42)+(D43)
(D43)	(D44)
100	R 110 000
1 200	R 60 000
	R 2 000

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)
Royalty payment for use of patent	Rainbow Office Furniture	Oban USA	\$800	R 9.00
Annual licence fees - pre-rated	Rainbow Office Furniture	Mil - Germany	£1 000.00	R 12.00

Signature of Tenderer from Annex B

Date:

(D52) Total of foreign currency payments declared by tenderers and/or 3rd party R 64

(D53) Total of Imported content & foreign currency payments - (D27, (D45) & (D51) above R 533 700

This total must correspond with Annex C - C23

Example

SATS 1286.2011

Annex E - RAINBOW CASE STUDY ONE

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	GP 100010
(E2)	Tender description:	Office Desks and Chairs
(E3)	Designated products:	Office Furniture
(E4)	Tender Authority:	Gauteng Purchasing Department
(E5)	Tendering Entity name:	Rainbow Office Furniture

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	<i>(E6)</i>	<i>(E7)</i>	<i>(E8)</i>
	Sheet Steel	Arcelor	R 300 000
	Fabric for seats	Galvenor Textiles	R 270 000
	Fabric for headlinings	Galvenor Textiles	R 32 000
	Welding consumables	ABR Supplies	R 12 000
	Hardware items (nuts, bolts, rivets, etc)	Various Local Suppliers	R 2 000
	Laser cutting services	Red Hot Cutting	R 47 500
	Other goods and services (small items)	Various	R 1 300
	(E9) Total local products (Goods, Services and Works)		R 664 800

(E10)	Manpower costs	(Tenderer's manpower cost)	R 1 150 000	45%
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R 486 000	19%
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	R 240 000	9%

(E13) Total local content	R 2 540 800	100%
---------------------------	-------------	------

This total must correspond with Annex C – C24

1. SOLAR PRODUCTS

SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.
(C2)	Tender description:
(C3)	Designated product(s)
(C4)	Tender Authority:
(C5)	Tendering Entity name:
(C6)	Tender Exchange Rate:
(C7)	Specified local content %

Note: VAT to be excluded from all calculations

Pula EU GBP [illegible]

(C20) Total tender value	R 0
--------------------------	-----

Signature of tenderer from Annex B

(C21) Total Exempt imported content	R 0
-------------------------------------	-----

(C22) Total Tender value net of exempt imported content	R 0
---	-----

(C23) Total Imported content	R 0
------------------------------	-----

(C24) Total local content	R 0
---------------------------	-----

(C25) Average local content % of tender	
---	--

Date: _____

SATS 1286.2011

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

(C1)	Tender No.
(C2)	Tender description:
(C3)	Designated product(s)
(C4)	Tender Authority:
(C5)	Tendering Entity name:
(C6)	Tender Exchange Rate:
(C7)	Specified local content %

Pula EU GBP [illegible]

(C20) Total tender value	R 0
--------------------------	-----

Signature of tenderer from Annex B

(C21) Total Exempt imported content	R 0
-------------------------------------	-----

(C22) Total Tender value net of exempt imported content	R 0
---	-----

(C23) Total Imported content	R 0
------------------------------	-----

(C24) Total local content	R 0
---------------------------	-----

(C25) Average local content % of tender

Date: _____

3. STEEL PRODUCTS

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.
(C2)	Tender description:
(C3)	Designated product(s)
(C4)	Tender Authority:
(C5)	Tendering Entity name:
(C6)	Tender Exchange Rate:
(C7)	Specified local content %

Note: VAT to be excluded from all calculations

Pub

EU

659

[illegible]

Signature of tenderer from Annex B

Date: _____

(C20) Total tender value	R 0
--------------------------	-----

RQ

(C21) Total Exempt imported content

RO

(C22) Total Tender value net of exempt imported content

80

(C23) Total Imported content

RO

(Q4) Total local content

80

(C25) Average local content % of tender

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.		<div>Note: VAT to be excluded from all calculations</div>
(D2) Tender description:		
(D3) Designated Products:		
(D4) Tender Authority:		
(D5) Tendering Entity name:		
(D6) Tender Exchange Rate:	Pula	EU R 9.00 GBP R 12.00

A. Exempted imported content

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer										R 0	

C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party										R 0	

D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party						

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

This total must correspond with Annex C - C 23

Date:

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) Total local content R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

DALRRDMP0005 (2021/22)

**APPOINTMENT OF SERVICE PROVIDER FOR THE SITING, DRILLING, CLEANING,
TESTING, EQUIPPING OF BOREHOLES IN MPUMALANGA PROVINCE FOR A PERIOD
OF 36 MONTHS IN THE MPUMALANGA PROVINCE.**

in response to the invitation for the bid made by:

Department of Agriculture, Land Reform and Rural Development

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

Js914w 2

SUPPLIER MAINTENANCE



BAS ☐

LOGIS ☐

Office

System User Only	
Captured By:	<input type="text"/>
Captured Date:	<input type="text"/>
Authorised By:	<input type="text"/>
Date Authorised:	<input type="text"/>
Safety Web Verification	
<input type="checkbox"/> YES	<input type="checkbox"/> NO

The Director General : Department of Rural Development and Land Reform

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post. Please ensure information is valid as per required bank screens.

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the Department will not assume responsibly for any delayed payments, as a result of incorrect information supplied.

Company / Personal Details	
Registered Name	<input type="text"/>
Trading Name	<input type="text"/>
Tax number	<input type="text"/>
Vat Number	<input type="text"/>
Title	<input type="text"/>
Initials	<input type="text"/>
First Name	<input type="text"/>
Surname	<input type="text"/>

Address Detail	
Payment Address Line 1	<input type="text"/>
Payment Address Line 2	<input type="text"/>
Street Address Line 1	<input type="text"/>
Street Address Line 2	<input type="text"/>
Postal Code	<input type="text"/>

New Detail			
<input type="checkbox"/> New Supplier Information		<input type="checkbox"/> Update Supplier Information	
Supplier Type	<input type="checkbox"/> Individual <input type="checkbox"/> Department	Department Number	<input type="text"/>
	<input type="checkbox"/> Company <input type="checkbox"/> Trust		
	<input type="checkbox"/> CC <input type="checkbox"/> Other	Other Specify	<input type="text"/>
	<input type="checkbox"/> Partnership		

Supplier Account Details	
(This field is compulsory and should be completed by a bank official from the relevant bank).	
Account Name	
Account Number	
Branch Name	
Branch Number	
Account Type	<input type="checkbox"/> Cheque Account <input type="checkbox"/> Savings Account <input type="checkbox"/> Transmission Account <input type="checkbox"/> Bond Account <input type="checkbox"/> Other (Please Specify)
ID Number	
Passport Number	
Company Registration Number	
*CC Registration	
* Please include CC/CK where applicable	
Practise Number	
<p style="color: red; margin: 0;">When the bank stamps this entity maintenance form they confirm that all the information completed by the entity is correct.</p>	<p style="text-align: center; margin: 0;">Bank stamp</p> <p style="margin: 0;">It is hereby confirmed that this details have been verified against the following screens</p> <p style="margin: 0;">ABSA-CIF screen</p> <p style="margin: 0;">FNB-Hogans system on the CIS4</p> <p style="margin: 0;">STD Bank-Look-up-screen</p> <p style="margin: 0;">Nedbank- Banking Platform under the Client Details Tab</p>

Contact Details			
Business	<i>Area Code</i>	<i>Telephone Number</i>	<i>Extension</i>
Home	<i>Area Code</i>	<i>Telephone Number</i>	<i>Extension</i>
Fax	<i>Area Code</i>	<i>Telephone Number</i>	
Cell	<i>Cell Code</i>	<i>Cell Number</i>	
E-mail Address			
Contact Person			

	Supplier	Regional Office Sender	
Signature			Address of Rural Development and Land Reform Office where form is submitted from:
Print Name			
Rank			
Date (dd/mm/yyyy)			



agriculture, land reform & rural development

Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

OFFICE OF THE CHIEF DIRECTOR

MPUMALANGA PROVINCIAL SHARED SERVICE CENTRE

17 Van Rensburg Street, Block E Bateleur Building, Nelspruit, 1200, Private Bag X 11305, Nelspruit, 1200; Tel: 013 754 8116; Fax: 013 755 1224

APPOINTMENT OF SERVICE PROVIDER FOR THE SITING, DRILLING, CLEANING, TESTING, EQUIPPING OF BOREHOLES IN MPUMALANGA PROVINCE FOR A PERIOD OF 36 MONTHS.

BACKGROUND AND INTRODUCTION

The Department of Agriculture Rural Development and Land Reform (DALRRD) in Mpumalanga Province is planning to undertake siting, drilling, testing and equipping of boreholes within the Mpumalanga Province for 36 months.

It is expected that the Service Provider (SP) consists of both a competent Geohydrologist and experienced borehole drilling and testing SP. The Department of Agriculture Rural Development and Land Reform (DALRRD) is requesting proposals for the siting, drilling, testing and equipping of the boreholes to the level of detail defined within these terms of reference.

The contract shall be as and when the services are required.

GENERAL PROJECT SCOPE

The prospective bidder should be able to site, drill, clean, test, equip, maintain the boreholes and reticulate water to point of need Mpumalanga Province for a period of 36 months. **The work shall be as and when the services are required.** This work will also involve reaming, casing, closing unsuccessful holes, construction of borehole head works and closing or capping the completed boreholes according to SANS 10299 and the Department of Water and Sanitation (DWS). The bidder shall equip the borehole using a suitably sized water pump as per borehole yield and design total dynamic head required. Furthermore, the service provider will be expected to offer maintenance services for existing borehole water supply systems. The boreholes will either be powered by Generators, Solar, Windmills or Electricity.

MATERIAL DESCRIPTION

Should any requirement of the Project specification conflict with the standardised or particular specifications listed below, the requirements of the Project Specification shall prevail.

Specific description of work

The work of this contract shall be as per the needs of the Department of Agriculture, Land Reform and Rural Development (DALRRD). The needs of the DALRRD shall be communicated by the DALRRD in writing. Any verbal instruction must be followed by written instruction within 24 hours. The work required for this contract is to site, drill, clean, test, reticulate and maintain boreholes for Department of Agriculture, Land Reform and Rural Development (DALRRD) in Mpumalanga Province. This work will also involve reaming, casing, closing unsuccessful holes, construction of borehole head works and closing or capping the completed boreholes according to SANS 10299 and the DWS. The service provider (SP) shall be expected to offer maintenance services for existing boreholes water supply systems as directed by the DALRRD. The purpose of the boreholes is to supply water to improve production in the rural areas of Mpumalanga province.

The works shall involve the following for the period of 36 months:

- a) Geophysical survey to include at least two of the following methods: magnetic, electromagnetic and/or resistivity and compile a report with recommendations,
- b) Drilling and cleaning of boreholes as indicated by the DALRRD and compile a report.
- c) To carry out borehole yield testing (step test, constant test and recovery) for at least 24 hours and compile a report. A certificate signed by a Registered professional (Geohydrologist) must be issued for each tested borehole.
- d) Supplying, delivery, installation, testing and commissioning of correctly sized electric submersible borehole pumps as per the determined borehole yield and design total dynamic head, complete with suitably sized electric cables, manhole and control box,
- e) Supply, delivery, connection, testing and commissioning a suitably sized mobile diesel/petrol generator or solar panels or windmill as per the beneficiaries' preferences.
- f) Supply, delivery, installation, testing and commissioning of water tank/s complete with steel stand/s mounted on concrete footings. The steel tanks must be painted with green gloss paint with suitable undercoats. A DALRRD certificate will be required for each tank stand.
- g) Supply, delivery, installation and commissioning of a suitably sized underground pipeline from the borehole to the elevated or ground water storage tank, complete with fittings.
- h) Supply, delivery, installation and commissioning of underground pipeline from the elevated or ground water storage tank to the point of use, complete with fittings. The point of use shall include: vegetable gardens, livestock facilities, water storage tanks, balancing dams and any other as per instruction by the DALRRD Representative.
- i) Testing and commissioning of the complete system (submersible borehole pump, pipeline, storage tank, generator, windmill and all other components).

- j) Carry out maintenance of existing borehole infrastructure as per the request of the Client.
- k) Standard approved rates shall apply. For any components that are not in the rates, a quotation of the works must be approved by the DALRRD Representative prior to the commencement of the works.
- l) Any work must be carried out under the supervision of the DALRRD Representative and Geo-hydrologist.

Location of sites

The sites for the works shall be in all the Municipalities of Mpumalanga Province. The sites shall **not** only include the works area for construction site but shall be extended in the broader sense to take account of all areas occupied by the Service Provider (SP), be it deliberate or unintentional, in the execution of the contract.

Incidental intrusion into private property shall not be permitted without the owner's written authority. Any such agreement reached with a private landowner (occupier) shall include the provision that any material or equipment on that site shall remain the exclusive property of the Employer in terms of the contract.

Service Provider's Plant

The SP shall supply the Plant, Tools and Equipment suitable for the method of operation to be used to perform this task. The capacity shall be sufficient to cope with the work within the given time. During the works of this Contract, the SP will ensure that all his Plant, Tools and Equipment are in good working order and performance is in accordance with the design specifications.

No extra payment shall be made for SP plant, labour or equipment to complete the work specified, nor for any incidentals thereto, the cost being deemed to be included in the SP's prices. Equipment brought onto the site may not be removed from site without the DALRRD's specific permission in writing.

It is noted that a minimum of one drilling rig equipped to carry out air percussion drilling as well as one pump testing rig is required on site.

The DALRRD will reserve the right to inspect the equipment to be used for the completion of the Works prior to the commencement of the Works.

If the DALRRD considers that the equipment in use on the site of the Works is in any way inefficient or inadequate in capacity, the DALRRD shall have the right to call upon the SP to put such equipment in order within seven (7) days. Alternatively, the SP will remove such equipment and replace it with additional equipment the DALRRD considers necessary to meet the requirements of the Contract. The removal and replacement of any equipment and related delays shall be at the expense of the SP. In the event that this requirement is not satisfied, the DALRRD reserves the right to terminate the Work Order immediately.

Sub-Contracting

The SP may not assign this Contract, nor sub-let any part of this Contract or any of its obligations hereunder without the prior written consent of the DALRRD. Notwithstanding that the DALRRD may consent to any assignment, or sub-letting by the SP, the SP obligations to the DALRRD hereunder shall remain unchanged and the SP shall be solely responsible to the DALRRD for the performance of such obligation.

Drilling Positions

The SP will be responsible for siting for potential drilling positions. Three (3) potential drilling positions must be identified and marked. Drilling positions outside of the project area must be communicated to the DALRRD for approval. Reasonable access will be provided by DALRRD to each of the marked sites. The SP is obliged to pre-inspect access to each drilling site prior to moving plant and equipment to each site. Should access to a site prove to be difficult the onus is on the SP to make a genuine attempt to reach the site. If the SP considers further access improvements necessary for genuine reasons the SP must indicate his requirements in writing to the DALRRD. The DALRRD will, where possible, make such improvements to the access to allow the SP to establish on the marked site or alternatively a new drilling site will be shown to the SP by the DALRRD.

No standby time will be claimable by the SP regarding site access. In the event that the Client changes site, any related costs shall be considered by the DALRRD through the bid adjudication committee.

Materials

All materials to be used shall be new and undamaged and shall be supplied and delivered as such on site. All materials that are required in the drilling, development, testing, equipping and reticulation of ground-boreholes shall be assembled in an approved manner and in accordance with normal groundwater practice.

Casing

Plain casings, perforated casings and screens shall be supplied by the SP as specified in the Schedule of Quantities or as specified otherwise by the DALRRD. Mild steel casing will be used predominantly for un-consolidated and consolidated type rock formation as specified by the DALRRD. Where the formation is loose, the SP will be required to use uPVC casing for the total borehole depth.

Plain steel casing

Plain casing shall be used as an outer and / or inner lining to a borehole and shall be made of either mild or stainless steel depending on the nature of the formation and as determined by the SP. The outer casing shall be inserted through the overburden and any zones of non-potable / undesirable seepage water and driven into the consolidated rock formation below. The inner casing shall be installed in conjunction with perforated casing and / or screens.

All steel casing shall have a minimum wall thickness of 4 mm (as specified by the DALRRD in consultation), shall be bevel edged and weld jointed. Casing shall be installed to depths as specified by the Geohydrologist recommendations and in consultation with the DALRRD. After completion of the work, the casing shall protrude a minimum of 500 mm above natural ground level. The casing shall be of the diameter specified, self-aligning and from approved suppliers. It must be possible to uplift, disconnect and re-use the casing.

Perforated Casing

Perforated casing shall be used as an inner lining to a borehole where collapsing conditions occur at water bearing horizons and for production boreholes. The perforated casing shall be made of either mild or stainless steel or uPVC pipeline as determined by the Geohydrologist and shall comply with the requirements of Clause *Casing, Perforated Casing and Screens (2)* for Plain Casing. The perforated casing shall be installed under supervision to levels as given by the Geohydrologist. There may be a requirement to perforate steel casing on-site otherwise all casing must be factory perforated as specified by the DALRRD.

Perforation of Casing (on-site)

Perforation on-site may only be performed on steel casing. The width of the perforations shall be as specified by the Geohydrologist within the range of 1 mm minimum and 4 mm maximum. The perforations shall be of uniform width with no resultant protrusions and shall be clear of debris.

Factory Perforated Casing

Steel factory slotted casing is normally plasma or machine cut casing. The diameter, lot size and percentage open area of the slotted casing shall be determined by the Geohydrologist and DALRRD Representative.

Temporary Casing

Where difficult drilling conditions occur, the insertion of temporary casing during drilling and borehole construction will be necessary. This casing must also comply with the requirements of Clause *Casing, Perforated Casing and Screens (2)*.

Drilling

Where the geological formation comprises consolidated rock with limited overburden the standard drilling technique shall be rotary air percussion drilling unless otherwise ordered by the DALRRD Representative.

Under this technique provision must be made for drilling through boulders and the provision of Odex Air Percussion drilling for advancement through collapsible layers. Various borehole design options will be employed. Typical Borehole Design Options include:

Drilling equipment

It is imperative that the Drilling Service Provider supplies equipment of a suitable size and capability to drill the boreholes up to 300 m if so required with expected yields of < 5 L/s. The compressor supplied by the Drilling Contractor should have a capacity of at least 2400 kPa (24 bar) and a volume of at least 750 cfm.

Geological Formation

a) Boreholes in Consolidated Rock Formations:

- Stable rock formation (with outer casing only)
- Un-stable rock formation and Production Type Borehole (with inner casings, perforated casings and/or screens)

b) Boreholes in Un-consolidated Soil Formations

The decision as to which design to use will be made in consultation with the DALRRD Representative and the Geohydrologist. The decision(s) shall be based on geological conditions encountered as well as the final diameter to which the borehole must be completed.

It is anticipated that borehole depths will vary typically between 60 and 150m. It should however be noted that provision has been made in the Schedule of Quantities for drilling to depths up to 200m. Final depth of the borehole will be determined by the Geohydrologist and DALRRD Representative. Boreholes not reaching the recommended depth will not be acceptable and will not be paid for, unless it can be satisfactorily proved that the borehole cannot be drilled to the recommended depth.

A minimum of 12 m sump will be drilled below the level at which the major water strike is intersected or to a level as specified by the Geohydrologist and DALRRD Representative.

Drilling Diameter

For production boreholes, the required drilling diameters will be 165 mm (6 ½ “), 203 mm (8”), 216 mm (8 ½ “), 254 mm (10 “) and 305 mm (12 “). Diameter/s for each borehole to be drilled shall be agreed upon with the DALRRD Representative and Hydrogeologist as determined by the borehole depth and the geological formations encountered in that borehole site.

Drilling Media

The SP may not use drilling media which may cause hole erosion or involve the use of native clay, oil, salt or any lost circulation agent, sawdust, cement, or any form of plugging that could affect the production capacity of the water bearing strata intersected, unless specified in writing by the Geohydrologist or DALRRD Representative.

Drilling Foam

In the event of circulation losses, commercially available foam can be introduced during drilling operations at the SPs own discretion and cost.

Borehole Plumpness and Verticality

Straightness

Boreholes shall be sufficiently straight to permit a steel tube 6m in length and with outer diameter no more than 15mm smaller than the inner diameter of the cased borehole, to be lowered without hindrance to the full depth of the particular borehole. Deviation preventing the lowering of such plumb to the bottom of the borehole will not be accepted, and the hole declared a lost borehole. The SP shall, in such case, re-drill the hole at his own cost to specification. The SP shall ensure that the above piping, complete with the necessary attachments and equipment required for testing straightness, is available at the drilling machine and such piping shall form part of his standard equipment.

Vertically

The centre of the borehole at any depth shall not deviate from the vertical through the centre of the borehole at the top by more than one-third (1/3) of the borehole diameter per 30m of depth. The diameter of the deviation of a borehole from the vertical shall be carried out in accordance with the latest issue of SABS 045. The apparatus, referred to in SABS 045 shall be supplied by the SP and shall form part of his standard equipment under this Contract. If these requirements for verticality are not met, the borehole will be declared a lost borehole. The SP shall thereupon re-drill the hole at his own cost, to specification.

Sampling

Representative drilled cutting samples of the materials intersected shall be collected every meter and placed in a cleared and protected area. Borehole Information recorded on the Borehole Drilling Report. Where specifically instructed by the DALRRD Representative, the SP shall bag and label the samples with the depth increment and store in a position where they will not be contaminated by site conditions or drilling operations for detailed logging by the Geohydrologist and DALRRD Representative.

Reaming

Where a borehole has previously been drilled to a smaller diameter than required, the original borehole shall be reamed to the required diameter as specified by the DALRRD Representative. Reaming shall comprise the widening of the existing borehole using rotary air percussion methods for varying borehole diameters advanced through all types of consolidated rock formations encountered. Reaming shall be to one of the following diameters: 216 mm (8 ½ “), 254 mm (10 “) and 305 mm (12 “).

Borehole Rehabilitation

Where an existing borehole is not serviceable the SP shall at the instruction of the DALRRD Representative rehabilitate the borehole. Rehabilitation shall comprise one or more of the following activities:

- (i) removal of existing pump equipment
- (ii) drilling and cleaning of existing borehole
- (iii) removal of old casing
- (iv) insertion of new casing (where deemed necessary)

- (v) development of borehole
- (vi) re-installation of existing serviceable pumping equipment

This Clause does not cover the return of the SP to a borehole previously drilled by the SP.

Development of Borehole

On completion of construction the borehole shall be developed to attain the maximum possible yield of groundwater, free of suspended materials. Where the required development time exceeds 60 minutes duration approval from the DALRRD Representative must be obtained. Development by means of flushing and blowing large volumes of water shall be carried out using air surging, jetting, or such other standard techniques as may be directed by the Geohydrologist and DALRRD Representative. Where there is sufficient natural water in the borehole to develop adequately, then sanitized water shall be imported to site by the SP to augment the low yielding borehole.

Blow Yield Measurement

Blow yield measurement shall be undertaken and recorded during drilling operations in order to establish the blow yields for different water strikes occurring in each borehole by means of a “V” notch or 20 litre bucket and stopwatch. Additionally, a blow yield test shall be carried out by the SP after completion of drilling of the borehole as specified by the DALRRD Representative. The blow yield test comprises the constant displacement of groundwater at optimum yield using air flush methods with the yield measured by draw-off pipe and bucket method or a v-notch flow meter.

Backfilling

Where there is a need to provide a base for a sanitary seal or support for the sidewalls of the borehole and the solid casing, back-fill comprising drill cuttings removed from the borehole while drilling, may be used. Annular back-filling is not suitable where the casing extends to substantial depths and comprises open casing (perforated, slotted or screens) or where the water-bearing zone is shallow and open to the borehole via open casing. Back-fill of drill chips or as otherwise stipulated is to be inserted in the annular

space of the borehole and solid casing at depths specified by the DALRRD Representative.

A filter pack installed between the annular space of the borehole and perforated casing and / or screens may be specified by the Geohydrologist in consultation with the DALRRD Representative where specific geological conditions are encountered. The filter material shall comprise clean, graded gravel (as specified) and shall be placed by means of a “tremie pipe” to the level as specified by the DALRRD Representative. Sanitised water shall be used for this process.

Where specific levels in a borehole require to be sealed off, a grout back-fill or bentonite seal shall be specified by the Geohydrologist in consultation with DALRRD Representative. The grout shall comprise a mixture of bentonite, sand and cement as specified by the Geohydrologist in consultation with the Client Representative.

Capping of Borehole

During the Time for Completion when work is not in progress, the boreholes shall be kept capped in such a manner as to prevent the ingress of foreign material. The SP shall remove any foreign matter at his own expense. On completion of the borehole and/or prior to installation of a pump the SP shall cap the borehole completely either by the fitting of a cap and double locking nuts or Allen key bolt to the borehole casing or by the welding of a 4 mm thick steel plate (lid) onto the borehole casing. It is the responsibility of the SP to ensure that the capping is not broken off and the borehole not damaged.

Plugging of Unsuccessful/Lost Borehole

Unsuccessful, abandoned or lost boreholes must be correctly plugged for safety and to protect the aquifer against pollution. Such boreholes must be backfilled to the surface with the drilling cuttings, compacted and sealed with a concrete plug to a depth of 450 mm.

Water Quality Testing (Field Test) and Disinfection

Field pH and Electrical Conductivity (EC) readings are to be recorded on a fresh sample of groundwater taken on final completion of drilling operations at the end of developing of borehole. On completion of developing of borehole as detailed in *Development and Capping (1)* and water quality testing as detailed in *Water Quality Testing (9)*, the borehole shall be disinfected with a solution of 0,5 kg of HTH mixed in 250 litres of water or any equivalent, which should be agreed upon with the DALRRD Representative and Geohydrologist.

Test Pumping

Procedure

The test pumping of boreholes will be conducted according to the SANS 10299. Borehole yields shall be tested to determine the safe yield and demand period for which they can be pumped on a continuous basis, as specified by the DALRRD Representative. Water levels shall be measured during pumping and recovery at specified time intervals using an electrical dip Meter sleeved within a suitable conduit. Water level monitoring equipment shall be approved by the DALRRD Representative. All yield tests must be quantified i.e. accurate measurements of drawdown, flow rate, time and recovery are to be recorded on the applicable Test Pumping Report as supplied to the SP. The depth of the borehole shall be ascertained and recorded prior to commencement of the test.

A variable discharge or constant discharge test (using either an approved line-shaft or submersible pump) shall be carried out to determine the optimum yield.

The pump must be typically capable of pumping at variable rates between 500 litres/hr and 72 000 litres/hr. Should submersible pumps be used it will only be allowed if used in conjunction with a variable speed drive to control the yield.

Pumping heads are typically in the order of but not limited to 100m. Typically tests will comprise 3 x 60-minute step tests, and associated recovery. The DALRRD Representative will decide whether to perform a constant discharge test of 24 or 48 hours (maximum of 72 hours) and associated recovery. If no information is available on the estimated yield of the borehole, a calibration test may be initially performed under the direction of the DALRRD Representative.

Recovery

The rate of recovery comprising the monitoring of recovery of water level at specific time intervals shall be measured for a minimum period of 1 hour or as specified by the DALRRD Representative. Typically, recovery will be to 95% of original static water level or equal to pumping time (whichever comes first). The DALRRD Representative may change the recovery period at their discretion. The laying of discharge hose is particularly important to minimize recharge of the aquifer from the discharge component of the test. Depending on the hydro-geological conditions, the DALRRD Representative will instruct the direction and the distance away from the borehole in 100m increments the discharge hose is to be lain to a minimum of 100m away and maximum anticipated length of 500m.

Water Samples

A one litre water sample is to be taken by the SP for testing at an approved laboratory for every pump test performed. Typically, samples should be taken 10 minutes before the end of the final step of a step test, or alternatively 2 hours before the end of a constant discharge test, depending on the type of test being performed. At the Client Representative's discretion, the time of sampling may be altered to incorporate effective delivery to the laboratory. The SP is to ensure that the water sample is suitably cooled (cooler box with ice packs), labelled and delivered, where possible, within 24 hours of the sample being taken. It is the SP's responsibility to properly mark and deliver the samples to an approved laboratory.

Borehole Identification

Each borehole must be allocated a unique number according to the system approved by the DWS. No Geohydrological consultant drilling number or owner should use an independent numbering system. Borehole numbers are issued by the regional DWAF offices. Each borehole should be marked in the field with its unique number, depth and drilling date. This information should be stencilled or welded:

- Onto the casing itself; or
- Onto a metal plaque set into the concrete slab; or
- On a marker pole and plate concreted into the ground about 3 m from the borehole.

It is the responsibility of the SP to clearly inscribe the Borehole Number for each new borehole. The borehole number inscription must be on steel and imbedded in concrete not more than 2 m away from the borehole.

Well sterilization.

Once the well has been completed and tested, the SP will sterilize the well with a chlorine solution yielding at least 50 mg/litre of active chlorine in the borehole. The chlorine solution may be prepared for this purpose, by dissolving Calcium Hypo-chlorite, sodium Hypochlorite or gaseous Chlorine in water. The chlorine solution should stay in the well for at least four hours, at the specified concentration.

Site Finishing

The activities associated with this task must include the repair of construction scars on the work site resulting from drilling activities as well as the general clean-up of the site of waste materials, debris and oil spills. The latter must be shovelled over and worked into the ground wherever possible. The Drilling SP will be remunerated for site finishing per single application at the cost (which shall include for the time spent) Bidded for one such application as set out in the Schedule of Quantities.

Cessation of Drilling Activities

The termination, at any stage, of drilling operations on a particular borehole shall rest with the DALRRD Representative. The DALRRD Representative shall have the right at any time during the progress of the work to order the abandonment of the borehole. The SP shall thereupon remove the plant and where required withdraw the casing as the DALRRD Representative shall direct and / or up until the DALRRD Representative revokes such direction and shall leave the borehole to the satisfaction of the DALRRD Representative. No payment will be approved for any casing remaining in the borehole which has been abandoned unless the DALRRD Representative has satisfied himself that the casing cannot be withdrawn and has certified this in writing. An abandoned borehole shall be stone plugged as given in PS2.10.5. Should the abandoned borehole be considered a potential pollution point source, the DALRRD Representative may issue further instructions to effectively seal the borehole.

Reports

The SP shall accurately record the following reports:

Name	Description	Supplied
Construction Report	An accurate record of all SPs activities including start and ending time, personnel, plant, equipment, quantities of materials used, borehole depths, penetration rates etc.	Daily record kept by SP and available for inspection by the Drilling Inspector or Client Representative
Geophysical Report	The report must indicate the methods used, the underlying geological information (including the map extract), GPS coordinates of at least three (3) potential drilling sites	On completion of the siting operation.
Borehole Drilling Report	An accurate record for each borehole, locality, drilling techniques used and stratigraphic data including depths, strata type, water strike levels, blow yields, casing diameter, lengths, etc.	On completion of each borehole drilled. Geohydrological Consultant will log each borehole after completion.
Borehole Yield Testing and water quality	An accurate capture of step tests, recovery and constant discharge rates must be recorded as per SANS 10299. The report must give the recommended borehole yield and pumping depth, and water quality test certificate from the accredited Laboratory.	On completion of the borehole yield testing and water quality testing 3
Borehole Rehabilitation Report	An accurate record for each borehole of borehole no., locality, drilling techniques used and stratigraphic data including depths,	On completion of each borehole rehabilitated.

	strata type, water strike levels, blow yields, casing diameter, lengths, etc.	
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The SP shall not be paid for any work invoiced unless the abovementioned reports pertaining to the work invoiced have been satisfactorily submitted. The SP shall submit each report to the DALRRD Representative within 3 days of completion of the work as detailed in the Report except of the water quality report as the lead time is determined by the independent accredited laboratory. Failure to do so shall be regarded as non-performance in terms of the contract and will be subject to the conditions of contract.

Supervision

The SP is to provide a suitably experienced Geohydrologist and site foreman who is competent to always supervise and direct the work, and who will be responsible for:

- a) Confirmation of borehole positions (with allocated Borehole Numbers) as set out by the Client Representative;
- b) Introduction and acquaintance with the Employer's Area Representative, the community leader and / or water committee representative if so directed by the Client Representative;
- c) Supervision of operations.
- d) Preparation of all field reports.

EQUIPPING AND RETICULATION OF BOREHOLES

The bidder shall carry out the equipping of boreholes and reticulate to the points of use. The following shall constitute the specifications for the equipping and reticulation of boreholes:

Submersible electric borehole pump with electric cable and lockable manhole

- Supply and install completely multiple stage stainless steel submersible pumps, electric motors, electric cables with all the electrical wiring and accessories such as pressure gauges, non-return valves, control valves, support robe, etc.
- Supply and install an underground electric power cable from the borehole point to the generator or electrical point or any power source.

- Supply and install red and white stripped plastic tap at least 200 mm above the electric cable for protection purposes,

Control Unit

- Supply and install control units for each borehole pump, The overload protection unit trip time

Generator (where required)

- Supply and install suitably sized diesel/petrol generators or solar panels for each submersible pump where there is no electricity.

Underground Pipeline

- Supply and install an underground pipeline from the existing borehole to the water storage tanks complete with non-return valves, gate valves and accessories,
- Supply and install pipeline from the tanks to the point of use complete with non-return valves, gate valves and accessories,
- Excavate all mainline pipeline trenches to at least minimum depth of 600 mm and minimum width of 300mm.
- Class C bedding must be used for the installation of the pipe.
- Place and compact the backfill adequately,
- Leave pipe joints and fittings open until testing has been completed and approved by the Client Representative

Water Storage Tank

- Supply and install water storage tanks complete with suitably sized concrete foundation and steel stand structure to support the tank at 3 - 9 m above the ground,
- Compact the soil at optimum soil moisture to at least 90 % Modified AASHTO before casting concrete.
- Concrete must properly cure and must be at least 25 MPa after 28 days.
- The water tank base must be constructed level.
- An engineer's certificate must be issued for the tank stand.

Maintenance of existing boreholes

The bidder shall carry out maintenance works as directed by the DALRRD. The applicable rates in this document shall be used. For any items, components or fittings that are not covered by the approved rates in the Schedule of Quantities, **a market related quotation shall be approved by the DALRRD Representative in writing before any work can be done.**

Payments

The SP under this Contract is considered to be the expert in groundwater borehole construction, water reticulation and is expected to organize and carry out the work specified here under in a professional and competent manner. Problems encountered with the works of this contract will be overcome entirely within the framework of this Specification and Schedule of Rates, and no claims for extra payments will be entertained for problems foreshadowed in the Specification or due to limitations placed by this Specification. The rates as given are to include full compensation for the supply of all materials, labour, equipment, utilization, transport and all work necessary for, or incidental to, the items scheduled.

Access to project sites

The SP shall be responsible for any access roads required to the borehole sites. The SP shall be responsible for maintenance and reinstatement of damage caused by him or his agents/deliveries during the construction activities. No damage to fauna and flora located outside the limits of the sites will be permitted on the contract. The SP shall take cognisance of the aforementioned items concerning the environment and allow for any costs in his Bid under the relevant section in the Bill of Quantities.

Construction programme

Before any work is to be commenced on the site, the SP must submit a detailed project programme for the construction of the Works to DALRRD for approval.

In preparation of the construction programme the SP must liaise with the DALRRD and the programme must take into account the coordination of all activities.

The programme must consist of a detailed schedule or block diagram covering all aspects of the Works and the planned time thereof must, with the Contract Period as time basis, be shown.

Rainfall conditions will be taken as abnormal when the average rainfall, is exceeded and the SP must then apply in writing for extension of the contract period using Clause 5.12 of the General Conditions of Contract 2015.

The SP shall submit to the DALRRD a realistic, detailed programme not later than 14 days after site handover. The programme shall be in bar-chart format showing in detail how the SP proposes to complete the work covered by this contract by the Due Completion Date.

The programme shall be kept up to date. If a SP fails to maintain progress in terms of the programme, he shall produce a revised programme showing the modifications to the original programme necessary to ensure completion of the Works before the Due Completion Date.

The approval of any programme by the DALRRD shall have no contractual significance, other than satisfying the DALRRD that the Work is carried out according to such programme and that the SP undertakes to carry out the work in accordance with the programme. The DALRRD will have the right to instruct the SP to revise the programme if necessitated by circumstances.

Rainfall Figures

The following figures are applicable for Clause 5.12 of the General Conditions of Contract 2015.

Source of information: National Weather Bureau

Rainfall station: Not provided (SP to source rainfall figures from the Rainfall station that is within catchment area of a particular borehole)

Period: Not provided

Rainfall station:					
Period: 1938 - 2006					
Month	$\overline{N_n}$	$\overline{R_n}$	Month	$\overline{N_n}$	$\overline{R_n}$
January			July		
February			August		
March			September		
April			October		
May			November		
June			December		
Annual average:					

$\overline{N_n} =$
 Average
 amount of
 days on
 which a
 rainfall of

10 mm or more has been recorded

$\overline{R_n}$ = Average monthly rainfall in mm

The SP should agree with the DALRRD on the rainfall station to be used for rainfall data. All the collected rainfall data must be shared with the DALRRD.

SITE FACILITIES AVAILABLE

Water Supplies

The SP must make his/her own arrangements for provision of fresh water on site for domestic and construction purposes.

The rates bidded for the relevant items in the Bill of Quantities shall include all costs for the establishment and maintenance of water supply to the works and the SP shall make his own arrangements for the possible conveyance and storage of water if necessary.

Power Supply

The SP must make his/her own arrangements for the provision of electricity or power on site. The rates Bidded for the relevant items in the Bill of Quantities shall include all costs for the establishment and maintenance of a power supply to the works.

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

Ablution and Sanitary Facilities

The SP shall erect and maintain on the site's proper ablution facilities. The SP shall service and maintain the facilities in a clean and hygienic state for the duration of the contract or project period and on completion of the works remove it from the sites.

Health and Safety**General Statement**

It is a requirement of this contract that the SP shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the SP shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act (OHSA) No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

Health and Safety Specifications and Plans

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification is included in Section C3.3, Part E of the Bid documents as part of the Particular Specifications.

(b) Bidder's Health and Safety Plan

The Bidder shall submit with the Bid his own documented Health and Safety Plan he proposes to be implement for the execution of the work under the contract. The Health and Safety Plan must at least cover the following:

- a) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- b) pro-active identification of potential hazards and unsafe working conditions;
- c) provision of a safe working environment and equipment;
- d) statements of methods to ensure the health and safety of sub-contractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5*);
- e) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- f) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the works in terms of Regulation 6 and other applicable regulations; and
- g) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

The SP's Health and Safety Plan will be subject to approval by the Employer, or amendment, if necessary, before commencement of construction work. ***The SP will not be allowed to commence work, or his/her work will be suspended if he/she had already commenced work, before he/she has obtained the DALRRD written approval of his Health and Safety Plan.***

Time lost due to delayed commencement or suspension of the work as a result of the SP's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

Cost of compliance with the OHSA Construction Regulations

The rates and prices bidden by the SP shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract. Should the SP fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

NECESSARY CONDITIONS

The SP must have in the team a registered **Geohydrologist** for this work.

MANDATORY REQUIREMENTS

Failure to submit the following documents with proposal will disqualify the services provider's proposal.

1. Fully completed bid document and all attached Standard Bidding Documents (SBD) (SBD1, SBD4, SBD5, SBD6.1, SBD8 and SBD9).
2. Tax Requirements:
 - Bidders must ensure compliance with their tax obligations.
 - Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
 - Application for tax compliance status (TCS) or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
 - Bidders may also submit a printed TCS together with the bid.
 - In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate proof of TCS / pin / CSD number.
3. Letter of authority for Nominated on Company Letterhead plus special resolution must be completed and submitted together with your bid document.
4. Proof of Central Supplier Database (CSD) Registration.
5. B-BBEE Certificates in Cases of Joint Ventures submit CONSOLIDATED CERTIFICATE.
6. Proof of Drill Rig Ownership or Lease agreement with certificate from the leaser for a period of 12 months and above.
7. Service Provider must submit a certified certificate registration of Professional Geohydrologist Engineer Certificate with relevant statutory body.
8. The Letter of Undertaking - An undertaking letter to the Department signed by Contractor clearly indicating commitment to use Local Labour at each work site.

TERMS OF REFERENCE

- It must be noted that the successful **bidder will be used as and when required.**
- Payments will be made according to the delivery notes which must be signed by SP for each project site.

SPECIAL CONDITIONS TO CONTRACT

- The Bidder is required to indicating commitment to use of Local Labour at each work site.
- A maximum of three (3) Service Providers will be appointed per Mpumalanga District (Ehlanzeni, Gert Sibande and Nkangala District). The District of the awarded service provider will be allocated at the discretion of the Department of Agriculture, Land Reform and Rural Development.
- If at any point the Service Provider in the one District cannot service the District, a Service Provider from another District may be appointed.

CRITERIA FOR EVALUATION

The tender evaluation method to evaluate all responsive tender offers will be Method 2.

Tenderers will be evaluated as per the Preferential Procurement Regulation 8(1) which prescribes that only locally produced goods, service or works locally manufactured goods with a stipulated minimum threshold (as indicated in SBD 6.2) for local production and content will be considered.

Apply the 80/20 Preference Point system where a maximum of Eighty (80) tender adjudication point be awarded for price. Twenty (20) points will be awarded for preference in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and Preferential Procurement Regulation, 2017.

The financial offer will be scored in terms of formula 2, option 1 of the Standard Conditions of Tender

Bidders are required to fill and sign all the SBD forms attached.

PREQUALIFICATION EVALUATION – FUNCTIONALITY

All bidders will be subjected to a prequalification evaluation on Functionality. Bidders not meeting 70 points on Functionality will be excluded.

QUALITY & BID EVALUATION CRITERIA FOR PREFERENCE AND PRICE											
CRITERIA	WEIGHTING										
QUALITY – PREQUALIFICATION											
Equipment and Resources											
<ul style="list-style-type: none"> • Proof of Plant and Equipment (Tractor-Loader-Backhoe (TLB), concrete mixer, water bowser, trucks, compactors) available owned/hired. • Proof of Drilling Rig - Ownership / Lease Agreement (Lease agreement with registration Certificate from the leaser for a period of 12 months and above) <p>Provide the list of equipment, plant resources required to complete the project, with proof of ownership and/or proof that such plant or equipment will be hired. Failure to list of resources, proof of ownership and/or hire, will result in the bidders being scored poor.</p>	20										
Key Personnel											
<ul style="list-style-type: none"> • Experience of key personnel - Site Agent & Project Manager (provide CV's and certificates for Project Manager, Site Agent Officer with experience in borehole works). <p>Minimum of 5 years' experience in construction projects for the Site Agent and Project Manager. NQF Level 4 required for the Site agent NQF Level 6 required for Project Manager</p> <ul style="list-style-type: none"> • Geohydrologist Engineer. <p>Submit curriculum vitae and copies of qualifications for the all key personnel & Professional Engineers proposed to be employed on the project. Failure to provide CV of key personnel, copies of qualifications and experience will not be considered. This curriculum vitae is to include specific details of these individuals including experience and competence in delivering key similar relevant project. The evaluation is based on the following weighting:</p> <table border="1"> <tr> <td>Poor (score 1)</td><td>From 0 to 2 years</td></tr> <tr> <td>Average (score 2)</td><td>Above 2 to 3 years</td></tr> <tr> <td>Good (score 3)</td><td>Above 4 to 5 years</td></tr> <tr> <td>Very Good (score 4)</td><td>Above 6 to 7 years</td></tr> <tr> <td>Excellent (score 5)</td><td>More than 8 years</td></tr> </table>	Poor (score 1)	From 0 to 2 years	Average (score 2)	Above 2 to 3 years	Good (score 3)	Above 4 to 5 years	Very Good (score 4)	Above 6 to 7 years	Excellent (score 5)	More than 8 years	40
Poor (score 1)	From 0 to 2 years										
Average (score 2)	Above 2 to 3 years										
Good (score 3)	Above 4 to 5 years										
Very Good (score 4)	Above 6 to 7 years										
Excellent (score 5)	More than 8 years										

Projects - Previous Experience		
<ul style="list-style-type: none"> Relevant experience in Borehole projects similar in nature, scope and value. (Attach Proof of Completion Certificate) 		40
Poor (score 1)	The bidder has not listed any relevant completed projects but failed to attach completion certificates. (1 Project)	
Average (score 2)	The bidder has listed relevant completed project with completion certificates. (2 Project)	
Good (score 3)	The bidder has listed relevant completed project with completion certificates. (3 Projects)	
Very Good (score 4)	The bidder has listed relevant completed project with completion certificates. (4 Projects)	
Excellent (score 5)	The bidder has listed relevant completed projects with completion certificates. (5 Projects)	
TOTAL QUALITY		100

Only bidders who attain a minimum of 70 points on Functionality will qualify to proceed further for evaluation on Price Preference and points.

Financial Offer (80%)

Bidders are requested to indicate the total bid price inclusive of VAT.

Preferences (20%)

In order to enforce the implementation of RDP goals and to ensure local economic development for procurement above R30 000 (thirty thousand rand), Departments or public entities must allocate preference points as follows:

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

RIGHT OF THE DEPARTMENT OF AGRICULTURE TO INVESTIGATE AND SEEK CLARIFICATION

The Department of Agriculture, Land Reform and Rural Development may at its sole discretion, seek clarification, during the process. In the process of clarification, no change in the substance of the Functionality Section or in the Financial Section shall be sought, offered or permitted.

The DALRRD shall, seek all clarifications in writing and the Bidders responses shall also be in writing.

The DALRRD reserves the right to verify any suspected fraud and further handling should be found to be true.

Without limiting the generality above, the Department may, in its sole discretion; investigate evidence of the ability and experience of a Bidder under consideration, including joint venture partners, proposed subcontractors, and parties otherwise related

to the Bidder or the Bidder's Proposal; and require or seek out confirmation from other parties of information furnished by a Bidder.

COMPLETION PERIOD

This contract shall be for a period of **36 months** from the date of appointment. The works shall be as and when required by the Client.

MONITORING

Bidders are to note that the DALRRD will monitor and evaluate the project through its Rural Development Unit. All payment claims are to be certified by the delegated DALRRD Representative before payment can be processed.

SCHEDULE OF QUANTITIES – ATTACHED (ANNEXURE A)

ENQUIRIES:

SUPPLY CHAIN MANAGEMENT

Mr. Damian Rudolph

Tel no: 013 754 8034

Email: damian.rudolph@drdlr.gov.za

Ms. Nonhlanhla Hlatshwayo

Tel no: 013 754 8038 / 082 947 6304

Email: nonhlanhla.hlatshwayo@drdlr.gov.za

TECHNICAL

Ms. Nomcebo Conco

Tel nr: 013 754 8113 / 060 965 5918

Email: nomcebo.conco@dalrrd.gov.za

Mr. Mahlatse Mamabolo

Tel nr: 013 754 8117 / 083 565 2461

Email: mahlatse.mamabolo@dalrrd.gov.za

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

The General Conditions of Contract will form part
of all bid documents and may not be amended.

Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

- 12. Transportation** 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
32. Taxes and duties	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation (NIP) Programme	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p>

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

BILL OF QUANTITIES: DRILLING

DALRRD						
DRILLING, CLEANING, TESTING, EQUIPPING, RETICULATION AND MAINTENANCE OF BOREHOLES IN THE MPUMALANGA PROVINCE FOR A PERIOD OF 36 MONTHS						
ITEM	DESCRIPTION	UNIT	QUANTITY	Rate Excl Vat Year1	Rate Excl Vat Year2	Rate Excl Vat Year3
	SECTION 1 : DRILLING, CLEANING AND TESTING BOREHOLES					
1,1	<u>Site establishment</u>					
1.1.1	Establishment of all equipment to site	Sum	1			
1.1.2	Inter-borehole site move below 10 Km	km	1			
1.1.3	Inter-borehole site move above 10 Km	km	1			
1.1.4	De establishment from last borehole site	Sum	1			
1,2	<u>Occupational Health and Safety</u>					
1,2,1	Preparation of Health and Safety Plan	Sum	1			
1,2,2	Healthy and Safety Induction of Employees	Sum	1			
1,2,3	Provision of safety clothing as per OHS Act, including Covid 19 requirements	Sum	1			
1,2,4	Provision of First Aid Kit at each borehole site	Sum	1			
1,2,5	Health and Safety Officer	Month	1			
1,2,6	Community Liaison Officer	Month	1			
1,3	<u>Geohydrological Assessment and Geophysical investigations</u>					
1,3,1	Review & evaluation of existing data conduct of a desk top study	Sum	1			
1,3,2	Geophysical & Geological investigation	p/bh	1			
1,3,3	Geohydrological data analysis and reporting	p/bh	1			
1,4	<u>Drilling (in all formations)</u>					
1,4,1	165 mm (0 - 150 m)	m	1			
1,4,2	165mm (from 150m up to 250m)	m	1			

1,4,3	215 mm (0 - 150 m)	m	1			
1,4,4	254 mm (0 - 150 m)	m	1			
1,4,5	305 mm (0 - 150 m)	m	1			
1,4,6	Odex Drilling 254 mm (0 - 150 m)	m	1			
1,4,7	Odex shoe	sum	1			
1,5	<u>Reaming</u>					
1,5,1	165mm – 215 mm	m	1			
1,5,2	165mm – 254 mm	m	1			
1,5,3	165 mm – 305 mm	m	1			
1,5,4	215 mm or 254 mm – 305 mm	m	1			
SECTION 1 TOTAL CARRIED FORWARD						
ITEM	DESCRIPTION	UNIT	QUANTITY	Rate Excl Vat Year1	Rate Excl Vat Year2	Rate Excl Vat Year3
SECTION 1 TOTAL BROUGHT FORWARD						
1,6	<u>Plain steel casing (supply, deliver, install, weld)</u>	-	-	-	-	-
1,6,1	165 mm ID (wall thickness 4mm)	m	1			
1,6,2	203 or 215 mm ID (minimum wall thickness 4.5 mm)	m	1			
1,6,3	254 mm ID (minimum wall thickness 4.5 mm)	m	1			
1,7	<u>Factory pefforated steel casing (supply, deliver, install, weld). Perforation of casing on site will only be allowed if instructed by Geohydrologist.</u>					
1,7,1	165 mm ID (wall thickness 4mm)	m	1			
1,7,2	203 or 215 mm ID (minimum wall thickness 4mm)	m	1			
1,7,3	254 mm ID (minimum wall thickness 4.5 mm)	m	1			
1,7,4	Installation and Pulling of Temporary casing	m	1			
1,8	<u>uPVC casing and screens (Supply, deliver, install)</u>					

1,8,1	200 mm Dia Casing (8 mm)	m	1			
1,8,2	200 mm Dia Screens (8 mm) slot 0.7 mm	m	1			
1,8,3	200 mm End Cap	Each	1			
1,9	<u>Borehole finishing</u>					
1,9,1	Formation Stabilizer, 5-7mm well rounded silica gravel. (supply, deliver, install)	40kg	1			
1,9,2	Sanitary Seal 3-6m deep (supply, deliver, install)	Each	1			
1,9,3	Concrete Collar (2 m x 2 m x 0.5 m)	Each	1			
1,9,4	Borehole Disinfection	Each	1			
1,9,5	Borehole Cap	Each	1			
1,9,6	Stone Plug (for unsuccessful boreholes, 3m casing installed and concrete block constructed around casing. Must be marked clearly dry on casing lid)	Each	1			
1,9,7	Development time	Hrs	1			
1,9,8	Finishing and Cleaning	Each	1			
1,9,9	Standing Time	Hrs	1			
1,10,	<u>Borehole marking</u>					
1,10,1	300 mm x 200 mm x 3mm thick rectangular steel plate (complete with concrete embedment)	Each	1			
1,11	<u>Borehole testing</u>					
1,11,1	3 x 1 hr steps, recovery, 24 Hr cd and recovery.	Each	1			
1,11,2	Chemical and Potability analysis	Each	1			
1,11,3	Data recording and issuing of report by a Geohydrologist. The report must include GPS coordinates, penetration rates, logs, etc.)	Each	1			
SECTION 1 TOTAL CARRIED TO SUMMARY						

BILL OF QUANTITIES: EARTHWORKS

DALRRD						
DRILLING, CLEANING, TESTING, EQUIPPING, RETICULATION AND MAINTENANCE OF BOREHOLES IN THE MPUMALANGA PROVINCE FOR A PERIOD OF 36 MONTHS						
ITEM	DESCRIPTION	UNIT	QUANTITY	Rate Excl Vat Year 1	Rate Excl Vat Year 2	Rate Excl Vat Year3
	SECTION 2 : EARTH WORKS					
2,1	Site clearance	m	1			
2,2	Remove and re-erect up to 1,8m high fence where the pipeline crosses the fence	m	1			
2,3	Excavate in all materials for trenches, and bases	m ³	1			
2,4	Ground hardness consideration rates					
2,4,1	Intermediate excavation	m ³	1			
2,4,2	Hard rock excavation	m ³	1			
2,4,3	Backfill in all material	m ³	1			
2,5	Supply of granular material for bedding from trench excavation	m ³	1			
2,6	Supply of fill material for bedding by importation from borrow pits	m ³ /km	1			
2,7	Disposal of unsuited material for over 0.5 km	m ³ /km	1			
SECTION 2 TOTAL CARRIED TO SUMMARY						

BILL OF QUANTITIES: PUMPS AND ACCESSORIES

DALRRD						
DRILLING, CLEANING, TESTING, EQUIPPING, RETICULATION AND MAINTENANCE OF BOREHOLES IN THE MPUMALANGA PROVINCE FOR A PERIOD OF 36 MONTHS						
ITEM	DESCRIPTION	UNIT	QUANTIT Y	Rate Excl Vat Year1	Rate Excl Vat Year2	Rate Excl Vat Year3
	SECTION 3 : SUBMERSIBLE PUMPS ASSEMBLY, GENERATORS, AND PUMP HOUSE					
3,1	<u>Submersible pumps and motor with correct 4 core electric cable and capacity of indicated discharge and head</u>					
3,1,1	(0-1.5) m³/hr TDH (Total Dynamic Head)(0-200)m	No	1			
3,1,2	(1.5-2.4) m³/hr TDH(0-200)m	No	1			
3,1,3	(2.4-3.5) m³/hr TDH(0-200)m	No	1			
3,1,4	(3.5-4.5) m³/hr TDH(0-200)m	No	1			
3,1,5	(4.5-5.2) m³/hr TDH(0-200)m	No	1			
3,1,6	(5.2-6.5) m³/hr TDH(0-200)m	No	1			
3,1,7	(6.5-7.5) m³/hr TDH(0-200)m	No	1			
3,1,8	(7.5-8.5) m³/hr TDH(0-200)m	No	1			
3,1,9	(8.5-10.5) m³/hr TDH(0-200)m	No	1			
3,1,10	(10.5-12) m³/hr TDH(0-200)m	No	1			
3,1,11	(12-15) m³/hr TDH(0-200)m	No	1			
3,1,12	(18-20) m³/hr TDH(0-200)m	No	1			
3,1,13	(20-25) m³/hr TDH(0-200)m	No	1			
	<u>Control Unit</u>					
3,2	Control units suitable for each submersible borehole pump sizes given under Sub-Section 3,1					
3,2,1	(0-1.5) m³/hr TDH (Total Dynamic Head)(0-200)m	No	1			

3,2,2	(1.5-2.4) m³/hr TDH(0-200)m	No	1			
3,2,3	(2.4-3.5) m³/hr TDH(0-200)m	No	1			
3,2,4	(3.5-4.5) m³/hr TDH(0-200)m	No	1			
3,2,5	(4.5-5.2) m³/hr TDH(0-200)m	No	1			
3,2,6	(5.2-6.5) m³/hr TDH(0-200)m	No	1			
3,2,7	(6.5-7.5) m³/hr TDH(0-200)m	No	1			
3,2,8	(7.5-8.5) m³/hr TDH(0-200)m	No	1			
3,2,9	(8.5-10.5) m³/hr TDH(0-200)m	No	1			
3,2,10	(10.5-12) m³/hr TDH(0-200)m	No	1			
3,2,11	(12-15) m³/hr TDH(0-200)m	No	1			
3,2,12	(18-20) m³/hr TDH(0-200)m	No	1			
3,2,13	(20-25) m³/hr TDH(0-200)m	No	1			
SECTION 3 TOTAL CARRIED FORWARD						
ITEM	DESCRIPTION	UNIT	QUANTIT Y			RATE (EXCL. VAT)
SECTION 3 TOTAL BROUGHT FORWARD						
3.3	<u>Submersible cable to the control box in Sub- Section 3.2 above complete with cable joints and fittings, allow for a maximum of 5% voltage drop for each submersible borehole pump sizes given under Sub-Section 3.1</u>	-	-	-	-	-
3,3,1	(0-1.5) m³/hr TDH (Total Dynamic Head)(0-200)m	No	1			
3,3,2	(1.5-2.4) m³/hr TDH(0-200)m	No	1			
3,3,3	(2.4-3.5) m³/hr TDH(0-200)m	No	1			
3,3,4	(3.5-4.5) m³/hr TDH(0-200)m	No	1			
3,3,5	(4.5-5.2) m³/hr TDH(0-200)m	No	1			
3,3,6	(5.2-6.5) m³/hr TDH(0-200)m	No	1			

3,3,7	(6.5-7.5) m³/hr TDH(0-200)m	No	1			
3,3,8	(7.5-8.5) m³/hr TDH(0-200)m	No	1			
3,3,9	(8.5-10.5) m³/hr TDH(0-200)m	No	1			
3,3,10	(10.5-12) m³/hr TDH(0-200)m	No	1			
3,3,11	(12-15) m³/hr TDH(0-200)m	No	1			
3,3,12	(18-20) m³/hr TDH(0-200)m	No	1			
3,3,13	(20-25) m³/hr TDH(0-200)m	No	1			
	<u>Generators</u>					
3,4	A diesel generator for each submersible pump sizes given under Sub-Section 3,1					
3,4,1	(0-1.5) m³/hr TDH(0-200)m	No	1			
3,4,2	(1.5-2.4) m³/hr TDH(0-200)m	No	1			
3,4,3	(2.4-3.5) m³/hr TDH(0-200)m	No	1			
3,4,4	(3.5-4.5) m³/hr TDH(0-200)m	No	1			
3,4,5	(4.5-5.2) m³/hr TDH(0-200)m	No	1			
3,4,6	(5.2-6.5) m³/hr TDH(0-200)m	No	1			
3,4,7	(6.5-7.5) m³/hr TDH(0-200)m	No	1			
3,4,8	(7.5-8.5) m³/hr TDH(0-200)m	No	1			
3,4,9	(8.5-10.5) m³/hr TDH(0-200)m	No	1			
3,4,10	(10.5-12) m³/hr TDH(0-200)m	No	1			
3,4,11	(12-15) m³/hr TDH(0-200)m	No	1			
3,4,12	(18-20) m³/hr TDH(0-200)m	No	1			
3,4,13	(20-25) m³/hr TDH(0-200)m	No	1			
3,5	<u>Generator storage house</u>					
3,5,1	Supply and Cast-in situ 25MPa concrete	m³	1			

3,5,2	10Y x 200 mm c.c reinforcement mesh	m ²	1			
3,5,3	Lockable manhole for each borehole, see attached Drawings	No	1			
3,5,4	A “dog-type” protection steel structure for each generator, roofed and painted green, see attached drawings	Sum	1			
SECTION 3 TOTAL CARRIED TO SUMMARY						

BILL OF QUANTITIES: FITTINGS

DALRRD						
DRILLING, CLEANING, TESTING, EQUIPPING, RETICULATION AND MAINTENANCE OF BOREHOLES IN THE MPUMALANGA PROVINCE FOR A PERIOD OF 36 MONTHS						
ITEM	DESCRIPTION	UNIT	QUANTITY	Rate Excl Vat Year1	Rate Excl Vat Year2	Rate Excl Vat Year3
	SECTION 4 : FITTINGS					
4,1	<u>Supply and Install SABS approved fittings</u>					
4,1,1	Ø50 mm Adaptor Compression Male	No	1			
4,1,2	Ø50 mm Galvanised T-piece Equal	No	1			
4,1,3	Ø25 mm Combination Air valve	No	1			
4,1,4	Ø50mm x 25 mm Galvanised Bush Reducing	No	1			
4,1,5	Ø25 mm T-piece	No	1			
4,1,6	Ø25 mm Tap Nylon Male Threaded	No	1			
4,1,7	Ø25 mm Galvanised Barrel Nipple	No	1			
4,1,8	Ø50mm x 15 mm Galvanised T-Piece Reducing	No	1			
4,1,9	Ø15mm x 8 mm Galvanised Reducing Bush	No	1			
4,1,10	Ø50 mm Galvanised Barrel Nipple	No	1			
4,1,11	Ø50 mm ball valve	No	1			
4,1,12	0-10 bar Pressure gauge	No	1			
4,1,13	Ø50 mm Aluminium base plate	No	1			
4,1,14	Ø50 mm x 500mm Galvanised Stand Pipe	No	1			
4,1,15	Ø50 mm x 1000mm Galvanised Stand Pipe	No.	1			
4,1,16	Ø50 mm Non Return Valve	No	1			
4,1,17	Ø50 mm Screw on Flange Table E	No	1			

4,1,18	Ø50 mm Water Meter Flanged 1.2- 20 m³/hr	No	1			
4,1,19	Ø50 mm Galvanised Elbow	No	1			
4,1,20	Ø50 mm Compression Coupling Equal	No	1			
4,1,21	Ø63mm x 50mm Compression Adaptor Male	No	1			
4,1,22	Ø63 mm Compression Coupling Equal	No	1			
4,1,23	Ø63 mm Compression elbow	No	1			
4,1,24	Ø63 mm female compression adaptor	No	1			
4,1,25	Ø63 mm adaptor compression male	No	1			
SECTION 4 TOTAL CARRIED TO SUMMARY						

BILL OF QUANTITIES: RESERVOIRS AND PIPES

DALRRD						
DRILLING, CLEANING, TESTING, EQUIPPING, RETICULATION AND MAINTENANCE OF BOREHOLES IN THE MPUMALANGA PROVINCE FOR A PERIOD OF 36 MONTHS						
ITEM	DESCRIPTION	UNIT	QUANTITY	Rate Excl Vat Year1	Rate Excl Vat Year2	Rate Excl Vat Year3
	SECTION 5 : PIPES AND RESERVOIRS					
5,1	<u>Supply, deliver, install, test and commission pipelines (PE63, PE80, PE100)</u>					
5,1,1	Ø20 mm HDPE pipe	m	1			
5,1,2	Ø32 mm HDPE pipe	m	1			
5,1,3	Ø40 mm HDPE pipe	m	1			
5,1,4	Ø50 mm HDPE pipe	m	1			
5,1,5	Ø63 mm HDPE pipe	m	1			
5,1,6	Ø75 mm HDPE pipe	m	1			
5,1,7	Ø90 mm HDPE pipe	m	1			
5,1,8	Ø110 mm HDPE pipe	m	1			
5,1,9	Ø125 mm HDPE pipe	m	1			
5,1,10	10 000 litre plastic water storage tank,	No	1			
5,1,11	5 000 litre plastic water storage tank	No	1			
5,1,12	Circular reinforced zinc reservoir on a concrete slab, diameter 4,5m, height 2.1m, capacity 34m ³ wall should be reinforced horizontally and vertically. Reservoir should be supplied with inlet and drainages. Non porous inner lining installed.	Sum	1			
5,1,13	3m galvanised iron support bolted structure for each storage tank, painted green	No	1			
5,1,14	6m galvanised iron support bolted structure for each storage tank, painted green	No	1			

5,1,1 5	9m galvanised iron support bolted structure for each storage tank, painted green	No	1			
5,1,1 6	50 mm dia GI inlet	No	1			
5,1,1 7	50 mm dia GI outlet	No	1			
5,1,1 8	50 mm dia HDPE overflow	No	1			
5,1,1 9	Anchorage of Tank to Stand (4 mm dia Galvanized binding wire)	m	1			
5,1,2 0	High quality polyethene drinking troughs (2 troughs) 1725mmX940mmX590mm, Capacity: 500L with float valve	No	1			
SECTION 5 TOTAL CARRIED TO SUMMARY						

BILL OF QUANTITIES: SOLAR PANELS

DALRRD						
DRILLING, CLEANING, TESTING, EQUIPPING, RETICULATION AND MAINTENANCE OF BOREHOLES IN THE MPUMALANGA PROVINCE FOR A PERIOD OF 36 MONTHS						
ITEM	DESCRIPTION	UNIT	QUANTITY	Rate (Excl Vat) Year1	Rate (Excl Vat) Year2	Rate (Excl Vat) Year3
	SECTION 6 : SOLAR PANELS					
	<i>Supply, deliver, install, test and commission the following:</i>					
6,1	<u>Solar panels with control boxes and cables</u>					
6,1,1	Supply and install solar panel with a power rating 350W	Each	1			
6,1,2	Supply and install solar panel with a power rating 450W	Each	1			
6,2	<u>Solar panels control box for the following duty point:</u>					
6,2,1	(0-1.5) m³/hr for TDH (0-200)M	Sum	1			
6,2,2	(1.5-2.4) m³/hr & TDH (0-200)M	Sum	1			
6,2,3	(2.4-3.5) m³/hr & TDH (0-200)M	Sum	1			
6,2,4	(3.5-4.5) m³/hr & TDH (0-200)M	Sum	1			
6,3	<u>Solar Frames</u>					
6,3,1	Roof mount frame (2 panels) welded and painted with red oxide	Sum	1			
6,3,2	Adjustable pole frame (5m x 76 mm dia) to mount two panels	Sum	1			
6,3,3	Ground mount frame for two panels	Sum	1			
SECTION 6 TOTAL CARRIED TO SUMMARY						

BILL OF QUANTITIES: WINDMILL

DALRRD						
DRILLING, CLEANING, TESTING, EQUIPPING, RETICULATION AND MAINTENANCE OF BOREHOLES IN THE MPUMALANGA PROVINCE FOR A PERIOD OF 36 MONTHS						
ITEM	DESCRIPTION	UNIT	QUANTITY	Rate Excl Vat Year1	Rate Excl Vat Year2	Rate Excl Vat Year3
	SECTION 7 : WINDMILL					
	Supply, and install galvanized windmill					
9.1.1 (a)	Complete 3.0m diameter Windmill with 6m tower, head, wheel, tail and brake system with four (4) legs	each	1			
9.1.1 (b)	Complete 5.0m diameter Windmill with 9m tower, head, wheel, tail and brake system with four (4) legs	each	1			
9.1.2	Fork rod	each	1			
9.1.3	Wooden rod.	each	1			
9.1.4	40mm diameter X 3.0 galvanized medium screwed/ socket pipe	each	1			
9.1.5	12mm diameter x 3.0m electro plated pump rods with socks and protectors	each	1			
9.1.6	Stainless steel borehole cylinder with the following duty poiny:					
9.1.6.1	(0-1.5) m³/hr & TDH (Total Dynamic head) (0-200)M	Sum	1			
9.1.6.2	(1.5-2.4) m³/hr & TDH (0-200)M	Sum	1			
9.1.6.3	(2.4-3.5) m³/hr & TDH (0-200)M	Sum	1			
9.1.6.4	(3.5-4.5) m³/hr & TDH (0-200)M	Sum	1			
9.1.7	Air chamber (150mm diameter x 900mm steel pipe (2mm thick) with 20mm brass gate valve)	Sum	1			

9.1.9	4 x 12mm galvanized bolts and nuts	Sum	1			
SECTION 7 TOTAL CARRIED TO SUMMARY						

SUMMARY OF BILL OF QUANTITIES

DALRRD				
DRILLING, CLEANING, TESTING, EQUIPPING, RETICULATION AND MAINTENANCE OF BOREHOLES IN THE MPUMALANGA PROVINCE FOR A PERIOD OF 36 MONTHS				
SUMMARY OF BILL OF QUANTITIES				
ITEM	DESCRIPTION	AMOUNT Year 1	AMOUNT Year 2	AMOUNT Year 3
1	SECTION 1 : DRILLING, CLEANING AND TESTING BOREHOLES			
2	SECTION 2 : EARTH WORKS			
3	SECTION 3 : SUBMERSIBLE PUMPS ASSEMBLY, GENERATORS, AND PUMP HOUSE			
4	SECTION 4 : FITTINGS			
5	SECTION 5 : PIPES AND RESERVOIRS			
6	SECTION 6 : SOLAR PANELS			
7	SECTION 7 : WINDMILL			
8	SUB - TOTAL A			
9	15% VALUE ADDED TAX (VAT)			
10	TOTAL BID AMOUNT			