

# GERT SIBANDE DISTRICT MUNICIPALITY



**APPOINTMENT OF A SERVICE PROVIDER FOR THE INSTALLATION OF BOREHOLES  
(WINDMILL/SOLAR/ELECTRICAL) WITH STORAGE TANKS IN GERT SIBANDE  
DISTRICT MUNICIPALITY.  
CONTRACT NUMBER  
GSDM 34/2022**

NAME OF TENDERER: .....

TOTAL BID PRICE (EXCL. VAT): .....

TOTAL BID PRICE (INCL. VAT): .....

PREFERENCE / BBBEE GRADING: .....

CENTRAL SUPPLIER DATABASE (MAAA) NO: .....

TAX COMPLIANT STATUS PIN .....

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**TENDER**

This part of the Bid Specification Document consists of the following three sections:

**Part T1: Submission procedures**

- T1.1 Notice and invitation to submit an expression of interest
- T1.2 Submission data

**Part T2: Returnable documents**

- T2.1 List of returnable documents
- T2.2 Returnable document requirements listed in forms A to N.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## Part T1: Tendering Procedures

### T1.1 Tender Notice and Invitation to Tender



#### GERT SIBANDE DISTRICT MUNICIPALITY INVITATION TO TENDER

Tenders are hereby invited from experienced contractors for the maintenance, testing and equipping of boreholes in the Gert Sibande District Municipality. **Tenderers should have a minimum CIDB contractor grading of 3CE/3ME or higher.**

Tender documents will also be obtainable as from **13 January 2023**. Documents can be obtained during normal working hours which are 07h30 - 16h30 Mondays to Thursdays and 07h30 to 13h30 on Fridays. Tender documents will be obtainable from <http://www.etenders.gov.za/content/advertised-tenders> starting on **13 January 2023**.

Duly completed tenders enclosed in a sealed envelope marked **"TENDER NO GSDM 34/2022: APPOINTMENT OF A SERVICE PROVIDER FOR THE INSTALLATION OF BOREHOLES (WINDMILLS/SOLAR/ELECTRICAL) WITH STORAGE TANKS IN GERT SIBANDE DISTRICT MUNICIPALITY AS AND WHEN REQUIRED WITHIN A PERIOD OF 6 MONTHS; CLOSING DATE: 27 January 2023 at 12h00"** with the name of the Tenderer, shall be deposited in the tender box provided at the Gert Sibande District Municipality in Ermelo before **12h00** on the closing date. The tenders will be opened in public.

**No compulsory clarification meeting** will be required for this Tender.

Technical queries may be directed to **Ms. Porsche Sekhoto** on (tel.) **017 801 7162** (fax.) **017 801 7000** or email [records@gsibande.gov.za](mailto:records@gsibande.gov.za) and Procurement enquiries may be directed to **Mr. Lucky Mbuyane** on (tel.) **017 811 1207** (fax.) **017 811 1207** or email [records@gsibande.gov.za](mailto:records@gsibande.gov.za)

All tenders will be subjected to functionality evaluation and only the tenders meeting the minimum requirements in terms of functionality will be considered for the 80/20-point system. The 80/20-point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Policy Framework Act, Act No 5 of 2000 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Preferential Procurement Policy of Gert Sibande District Municipality where 80 points will be allocated in respect of price and 20 points in respect of BBBEE. Tenderers must have the necessary skills, experience, and capacity to perform the required work.

The closing date and time for the tender is **27 January 2023 at 12h00**.

The District Municipality is not obliged to appoint the bidder with the lowest price but will consider the bidder scoring the highest number of points in line with the set criteria. The Gert Sibande District Municipality reserves the right not to make any appointment for this tender.

**Ms. ME RADEBE**  
**ACTING MUNICIPAL MANAGER**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**[MBD1] PART A**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (GERT SIBANDE DISTRICT MUNICIPALITY)</b>					
BID NUMBER:	<b>GSDM 34/2022</b>	CLOSING DATE:	<b>27 January 2023</b>	CLOSING TIME:	<b>12H00</b>
DESCRIPTION	<b>APPOINTMENT OF A SERVICE PROVIDER FOR THE INSTALLATION OF BOREHOLES(WINDMILLS/SOLAR/ELECTRICAL) WITH STORAGE TANKS IN GERT SIBANDE DISTRICT MUNICIPALITY AS AND WHEN REQUIRED WITHIN A PERIOD OF 6 MONTHS</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX  
SITUATED AT (STREET ADDRESS)

Corner of Joubert and Oosthuise Street
Ermelo, 2350
Tender Box Situated at Main Entrance- Reception of Gert Sibande District Municipality

<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		<b>OR</b>	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		<b>B-BBEE STATUS LEVEL SWORN AFFIDAVIT</b>	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No			<input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER PART B:3]
<b>TOTAL NUMBER OF ITEMS OFFERED</b>		<b>TOTAL BID PRICE</b>	<b>R</b>
<b>SIGNATURE OF BIDDER</b>		<b>DATE</b>	

**CAPACITY UNDER WHICH THIS BID IS SIGNED:**

\_\_\_\_\_

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:**

DEPARTMENT	Finance- SCM Unit
CONTACT PERSON	Mr. L Mbuyane
TELEPHONE NUMBER	017 801 7155
FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	records@gsibande.gov.za

**TECHNICAL INFORMATION MAY BE DIRECTED TO:**

CONTACT PERSON	Ms P Sekhoto
TELEPHONE NUMBER	017 801 7162
FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	<a href="mailto:PorscheS@gsibande.gov.za">PorscheS@gsibande.gov.za</a>

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>										
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>										
<b>2. TAX COMPLIANCE REQUIREMENTS</b>										
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>										
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO									

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.  
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## T1.2 Tender data

### GENERAL CONDITIONS OF THE BID PROPOSAL

PROSPECTIVE BIDDERS ARE HEREBY INVITED TO TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE INSTALLATION OF BOREHOLES (WINDMILLS/SOLAR/ELECTRICAL) WITH STORAGE TANKS IN GERT SIBANDE DISTRICT MUNICIPALITY AS AND WHEN REQUIRED WITHIN A PERIOD OF 6 MONTHS GSDM :34/2022

#### General Information:

##### Purpose

The Municipality is soliciting tenderers from Service Providers for the provisions Installation of Boreholes (WINDMILLS/SOLAR/ELECTRICAL) With Storage Tanks in Gert Sibande District Municipality as and when required within a period of 6 months

##### Type of contract

The Municipality intends to Appoint Service Providers for The Installation of Boreholes (WINDMILLS/SOLAR/ELECTRICAL) With STORAGE Tanks in Gert Sibande District Municipality as and when required within a period of 6 months

##### Submission of proposals

A single Envelope System will be used. Bidders must submit technical in a single document in an envelope marked clearly **MUNICIPAL MANAGER, GERT SIBANDE DISTRICT MUNICIPALITY, BID GSDM 34/2022, APPOINTMENT OF A SERVICE PROVIDER FOR THE INSTALLATION OF BOREHOLES(WINDMILLS/SOLAR/ELECTRICAL) WITH STORAGE TANKS IN GERT SIBANDE DISTRICT MUNICIPALITY AS AND WHEN REQUIRED WITHIN A PERIOD OF 6 MONTHS.** The sealed tenders must be deposited in the Tender Box of the Municipality on or before the closing date of **27 January 2023 at 12h00**. Late proposals will not be accepted\considered as well as those submitted via facsimile or email.

Proposals must be accompanied by:

- a. Completed tender documents
- b. A company profile,
- c. Curriculum vitae of proposed members of the team,
- d. Proof of registration with relevant authorities, and
- e. A valid tax pin number.
- f. Municipal Rates or Lease Agreement
- g. Original or Certified Copy of B-BBEE status level Verification Certificates
- h. Proof of CSD Registration

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Failure to submit all required documents will lead to disqualification of the tender.

Proposals must be signed by an authorized agent to bind the service provider to its provisions.

### **Background:**

The Gert Sibande District Municipality (GSDM) needs Service Providers to assist the district with the drilling and equipping of boreholes (Windmills/Solar/electrical) with STORAGE tanks in Gert Sibande District Municipality as and when required within a period of 6 months.

### **Project Objectives**

The main objective for the project is to appoint a service provider for the installation of boreholes (WINDMILLS/SOLAR/ELECTRICAL) with storage tanks in Gert Sibande district municipality in order To provide reliable water supply to rural areas of Gert Sibande District Municipality from boreholes through sitting, drilling, testing and equipping of boreholes (WINDMILLS/SOLAR/ELECTRICAL) with storage tanks to ensure people have access to potable water

### **Scope of Works\Deliverables**

Gert Sibande District Municipality intends to appoint a service provider for the installation of boreholes (WINDMILLS/SOLAR/ELECTRICAL) with storage tanks in Gert Sibande district municipality as and when required within a period of 6 months.

The boreholes to be drilled will generally be in or near existing villages within municipal jurisdiction of the GERT SIBANDE DISTRICT MUNICIPALITY. Access to the individual site is generally via gravel roads and it can be expected that four-wheel drive vehicles would generally be required.

### **Evaluation criteria**

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

8.1.0.8

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 BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## 1. GENERAL CONDITIONS

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

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

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, preference points will be awarded to a Tenderer for attaining their B-BBEE status level contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant Contributor	0

#### **Project Duration**

Gert Sibande District Municipality intends to appoint contractors to render services to the municipality for a period of 6 months

#### **Briefing session**

There **will be No Compulsory briefing** session held. Questions of clarifications must be submitted electronically to the contact person identified below by **No later than five days from the date of closing.**

#### **For more information contact:**

##### **Technical queries**

**Person** :P Sekhoto  
**Contact No.** :017 801 7162  
**E-mail** :PorscheS@gsibande.gov.za

##### **Tender documents enquiries**

L Mbuyane  
 017 801 7055  
[records@gsibande.gov.za](mailto:records@gsibande.gov.za)

The conditions of tender are the Standard Conditions of Tender as contained:

- I. Construction Regulation 2014 of the Occupational Health and Safety Act 85 of 1993 as amended

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

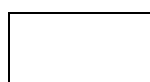
- in 2014.
- II. The Ministerial Determination, Expanded Public Works Program, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government and shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers
  - III. The Conditions of Tender are the Standard Conditions of Tender as contained in SANS 10845-3:2015 Edition 1.
  - IV. SANS 10845-3:2015 Edition 1 is obtainable from SABS Standards Division, 1 Dr Lategan Road, Groenkloof or Private Bag X191, Pretoria, 0001. Tel: +27 12 428 7911 Fax: +27 12 344 1568. website: [www.sabs.co.za](http://www.sabs.co.za).
  - V. The conditions of contract applicable to this contract is based on the General Conditions of Contract for Construction Works, Third Edition (2015), published by the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House, 1685 and obtainable from [www.saice.org.za](http://www.saice.org.za).

SANS 10845-4 make several references to the Submission Data for details that apply specifically to this submission. The Submission Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions for the calling for Expressions of Interest.

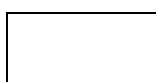
Each item of data given below is cross-referenced to the clause in SANS 10845-4 to which it mainly applies.

Clause	Description
F.1.1	The Employer is the Gert Sibande District Municipality
F.1.2	The tender document consists of one volume as follows:
	<b>TENDER</b>
<b>Part T1</b>	<b>Tendering procedure</b>
T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data
<b>Part T2</b>	<b>Returnable Documents</b>
T2.1	List of Returnable Documents
T2.2	Returnable Schedules
	<b>CONTRACT</b>
<b>Part C1</b>	<b>Agreement and Contract Data</b>
C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C1.3	Performance Guarantee
<b>Part C2</b>	<b>Pricing Data</b>
C2.1	Pricing Instructions
C2.2	Bill of Quantities

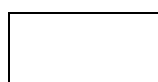
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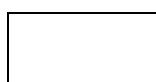
Contractor



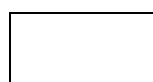
Witness 1



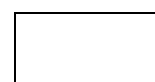
Witness 2



Employer



Witness 1



Witness 2

## Part C2: Pricing Data

### C2.1 Pricing Instructions

The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

Ha	=	hectare
h	=	hour
kl	=	kilolitre
kg	=	kilogram
km	=	kilometre
kW	=	kilowatt
km-pass	=	kilometre pass
MN	=	Mega Newton
kPa	=	kilopascal
MN.m	=	Mega Newton-metre
ℓ	=	litre
%	=	percentage
m	=	metre
PC Sum	=	Prime Cost Sum
mm	=	millimetre
P Sum	=	Provisional Sum
PS/m	=	Provisional Sum per month
PS/d	=	Provisional Sum per day
Sum/wd	=	Sum per working day
m <sup>2</sup>	=	square metre
No.	=	number
m <sup>2</sup> .pass	=	square metre-pass
R/Only	=	Rate Only
m <sup>3</sup>	=	cubic metre
Sum	=	lump sum
m <sup>3</sup> .km	=	cubic metre-kilometre
t	=	ton (1 000 kg)
MPa	=	Mega Pascal
W/day	=	Workday
%	=	percentage
mth	=	month

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## Part T2: Returnable Documents

### T2.1 List of Returnable Documents

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

#### RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Form A: Compulsory Enterprise Questionnaire.....	188
Form B: Declaration of Bidder's Past Supply Chain Management Practices .....	21
Form C: Declaration of Interest.....	24
Form D: Authority of Signatory .....	25
Form E: Declaration of Good Standing Regarding Tax .....	27
Form F: Financial References / Tenderer's Credit Rating and Bank Details .....	30
Form G: Municipal Utility Account.....	32
Form H: Preference Schedule .....	34
Form I: Proposed Key Personnel.....	36
Form J: Schedule of Previous Experience .....	42
Form K: Schedule of Current Projects .....	46
Form L: Schedule of Infrastructure and Resources / Plant and Equipment .....	47
Form M: Schedule of Proposed Sub-Contractors .....	48
Form N: Record of Addenda to Tender Documents .....	50
Form O: Proof of Good Standing with Compensation Commissioner.....	53
Form P: Tenderer's Project Structure .....	54
Form Q: Certificate of Independent Bid Determination.....	56
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## AGREEMENT AND CONTRACT DATA

### C1.1 Form of Offer and Acceptance

#### OFFER

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

**CONTRACT NUMBER: GSDM 34/2022**

**APPOINTMENT OF A SERVICE PROVIDER FOR THE INSTALLATION OF  
BOREHOLES(WINDMILLS/SOLAR/ELECTRICAL) WITH STORAGE TANKS IN GERT SIBANDE DISTRICT  
MUNICIPALITY AS AND WHEN REQUIRED WITHIN A PERIOD OF 6 MONTHS.  
GSDM 34/2022**

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

Rand (*in words*); and R\_\_\_\_\_

\_\_\_\_\_ (*in figures*).

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

Signature(s)

\_\_\_\_\_

Name(s)

\_\_\_\_\_

Capacity

\_\_\_\_\_

for the tenderer

\_\_\_\_\_

(*Name and address of the organization*)

Witness signature

\_\_\_\_\_

Witness name

\_\_\_\_\_

Date

\_\_\_\_\_

#### ACCEPTANCE

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Agreements and contract data (which includes this agreement).
- Scope of work.
- Site information; and
- Drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

**For the Employer:**

Signature ..... Date .....

Name .....

Capacity .....

**GERT SIBANDE DISTRICT MUNICIPALITY**

NAME(s): (BLOCK LETTERS) .....

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CAPACITY of authorized agents: .....

SIGNATURE(s) of authorized agents: .....

SIGNED at .....on this.....day of .....

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

1. Name ..... Signature .....

2. Name ..... Signature .....

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## T2.2 Returnable Documents

### Form A: Compulsory Enterprise Questionnaire

In the case of a Joint Venture this page is to be completed and submitted in respect of each partner.

1. NAME OF ENTERPRISE AND CONTACT PERSON
2. CONTACT NUMBER
3. FAX NUMBER
4. E-MAIL ADDRESS
5. POSTAL ADDRESS
6. PHYSICAL ADDRESS
7. VAT REGISTRATION
8. TAX REFERENCE NUMBER
9. CIDB REGISTRATION NUMBER
10. CIDB GRADING
11. HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? **YES / NO**

IF YES, WHO WAS THE CERTIFICATE ISSUED BY? (Delete which not applicable)

- An accounting officer as contemplated in the close corporation act (CCA)
- A verification agency accredited by the South African national accreditation system (SANAS)
- A registered auditor

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

12. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? **YES / NO**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Capacity under which the Bid is signed

\_\_\_\_\_  
Name of bidder

***GSDM discourages fraud and corruption***

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**ATTACH THE FOLLOWING DOCUMENTS HERETO:**

**1. For Closed Corporations**

- CK1 or CK2 as applicable (Founding Statement)

**2. For Companies**

- A copy of the Certificate of Incorporation
- Certified Copies of the ID's of the Directors and
- the shareholders register

**3. For Joint Venture Agreements**

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

**4. For Partnership**

- Certified Copies of the ID's of the partners

**5. One-person Business / Sole trader**

- Certified Copy of ID

**6. B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE**

- Original and valid B-BBEE Status Level Verification Certificates or Certified Copy thereof.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>Audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) 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 ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) 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 of law outside 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	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	any other municipality / municipal entity, which is in arrears for more than three months?		
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

#### CERTIFICATION

I, the undersigned (name) \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of bidder

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## Form C: Declaration of Interest

- 1 Any legal person, including persons employed by the State<sup>1</sup>, or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). 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, shareholder<sup>2</sup>): \_\_\_\_\_
  - 2.4 Company Registration Number: \_\_\_\_\_
  - 2.5 Tax Reference Number: \_\_\_\_\_
  - 2.6 VAT Registration Number: \_\_\_\_\_
  - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personal numbers must be indicated in paragraph 3 below

<sup>1</sup> "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.

<sup>2</sup> "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.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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:

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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:

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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:

---



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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:

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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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:

---

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

2.10.1 If so, furnish particulars:

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

2.11.1 If so, furnish particulars:

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

**3. DECLARATION**

I, the undersigned (name) \_\_\_\_\_  
 certify that the information furnished in paragraphs 2 and 3 above is correct.

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

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Position

\_\_\_\_\_  
 Name of bidder

***GSDM discourages fraud and corruption***

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## Form D: Authority of Signatory

Details of person responsible for tender process:

Name: \_\_\_\_\_

Contact number: \_\_\_\_\_

Office address: \_\_\_\_\_

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

### PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

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

Mr \_\_\_\_\_

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

**Contract Number GSDM 34/2022**

**APPOINTMENT OF A SERVICE PROVIDER FOR THE INSTALLATION OF  
BOREHOLES(WINDMILLS/SOLAR/ELECTRICAL) WITH STORAGE TANKS IN GERT  
SIBANDE DISTRICT MUNICIPALITY AS AND WHEN REQUIRED WITHIN A PERIOD OF 6  
MONTHS** and any Contract which may arise there from on behalf of:

\_\_\_\_\_  
(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY IN HIS CAPACITY AS:

DATE: \_\_\_\_\_

FULL NAMES OF SIGNATORY: \_\_\_\_\_

AS WITNESSES: 1. \_\_\_\_\_

2. \_\_\_\_\_

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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

### PRO-FORMA FOR JOINT VENTURES:

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

Mr/Ms \_\_\_\_\_,

authorised signatory of the company \_\_\_\_\_,  
 acting in the capacity of lead partner, to sign all documents in connection with the tender offer an any  
 contract resulting from it on our behalf.

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**ATTACH THE FOLLOWING DOCUMENTS HERETO:**

- Duly signed and dated original or certified copy of Authority of Signatory on company letterhead.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## Form E: Declaration of Good Standing Regarding Tax

The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate

### MBD 2 Tax Clearance Certificate Requirements

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.**

1. In order to meet this requirement bidder is required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**ATTACH THE FOLLOWING DOCUMENTS HERETO:**

- SARS Correspondence with PIN

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---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## Form F: Financial References / Tenderer's Credit Rating and Bank Details

### Notes to tenderer:

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

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

Name of Tenderer: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Full name of signatory: \_\_\_\_\_

\_\_\_\_\_

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**ATTACH THE FOLLOWING DOCUMENTS HERETO:**

- Original or certified copy of a letter from tenderer's bank (not older that three months from tender closure)

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## Form G: Municipal Utility Account

### DECLARATION BY THE TENDERER

I the undersigned \_\_\_\_\_

\_\_\_\_\_ has been duly authorized to sign all documents with the Tender for:  
**Contract Number GSDM 34/2022:**

### APPOINTMENT OF A SERVICE PROVIDER FOR THE INSTALLATION OF BOREHOLES (WINDMILLS/SOLAR/ELECTRICAL) WITH STORAGE TANKS IN GERT SIBANDE DISTRICT MUNICIPALITY AS AND WHEN REQUIRED WITHIN A PERIOD OF 6 MONTHS.

on behalf of

\_\_\_\_\_  
(Referred to herein as "the Bidder")

hereby make a declaration as follows:

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

SIGNED ON BEHALF OF  
THE COMPANY

\_\_\_\_\_

IN HIS CAPACITY AS

\_\_\_\_\_

DATE

\_\_\_\_\_

FULL NAMES OF SIGNATORY

\_\_\_\_\_

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**ATTACH THE FOLLOWING DOCUMENTS HERETO:**

- Municipal utility account (not older that three months)

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## Form H: Preference Schedule

### 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, TENDERES MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS.

#### 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** system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for: (From the Panel)
- Price; and
  - B-BBEE Status Level of Contribution.

- 1.3.1 The maximum points for this bid are allocated as follows:

DESCRIPTION	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5 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

- 2.1 "All applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3 "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “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 services, works or goods, through price quotations, advertised competitive bidding processes or offers;
- 2.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “Comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “Consortium or joint venture” 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;
- 2.8 “contract” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “EME” means any enterprise with an annual total revenue of R5 million or less.
- 2.10 “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “non-firm prices” means all prices other than “firm” prices;
- 2.13 “person” includes a juristic person;
- 2.14 “Rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “Total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

#### 4. POINTS AWARDED FOR PRICE

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

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

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

80/20                      or                      90/10

Were

Ps = Points scored for comparative price of bid under consideration  
Pt = Comparative price of bid under consideration  
Pmin = Comparative price of lowest acceptable bid

#### 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 5 (2) and 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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Tenderers who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Tenderers other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub- contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## 6. BID DECLARATION

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

## 7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: \_\_\_\_\_ = \_\_\_\_\_ maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA, or an Accounting Officer as contemplated in the CCA).

## 8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? **YES /NO**

8.1.1 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?

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of firm:

9.2 VAT registration number

9.3 Company registration number

9.4 Type of Firm (Tick Applicable Box):

<input type="checkbox"/>	Partnership/ Joint Venture/ Consortium
<input type="checkbox"/>	One Person business/ sole propriety
<input type="checkbox"/>	Close Corporation
<input type="checkbox"/>	Company
<input type="checkbox"/>	(Pty) Ltd
<input type="checkbox"/>	Other (Specify):

9.5 Describe Principal Business Activities

9.6 Company Classification (Tick Applicable Box):

<input type="checkbox"/>	Manufacturer
<input type="checkbox"/>	Supplier
<input type="checkbox"/>	Professional service provider
<input type="checkbox"/>	Other service providers, e.g., transporter, etc.

9.7 Municipal Information:

Municipality where business is situated

Registered Account Number

Stand Number

9.8 Total number of years the company/firm has been in business?

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

- 9.9 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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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 forward the matter for criminal prosecution

WITNESSES:

SIGNATURE(S) OF BIDDER(S)

DATE:

ADDRESS:

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### Form I: Proposed Key Personnel

The Tenderer shall list below the key personnel whom he proposes to employ on the project should his Tender be accepted.

DESIGNATION & REQUIREMENTS	NAME AND NATIONALITY OF I. NOMINEE II. ALTERNATE	SUMMARY OF QUALIFICATIONS, EXPERIENCE AND PRESENTATION OCCUPATION
<p><b>Contracts Manager</b> (Minimum of Diploma qualification with over 3 years' experience in the construction industry related to boreholes)</p> <p><b>Site Agent</b> (Minimum of Matric qualification with over 2 years' experience in the construction industry related to boreholes)</p> <p><b>Foreman</b> (Certificate of competence in borehole drilling with a minimum of 3 years applicable experience)</p>		

Provide Curriculum Vitae (CV) of each Proposed Key Personnel to be used in this project. Each CV should give at least the following:

- Position in the firm and within the organization of this assignment.
- Proof of Educational qualifications.
- Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.
- Language proficiency; and
- References (company name, individual name, position held, contact details). **ATTACH THE FOLLOWING DOCUMENTS HERETO:**
- CV and attachments
- Tenderer's organogram

• **SCHEDULES A, B AND C (Details on Company Qualifications)**

**Schedule A: Details of the service providers**

Item	Description	Answer
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1	Name of Company	
2	Physical Address	
3	Postal Address	
4	Is the consulting firm located within the Mpumalanga	Yes/No
5	Telephone Number	Area Code: No.
	Facsimile Number	Area Code: No.
	E-Mail Address	
6	Is the consulting firm registered with	Yes/No.
7	If yes' from 6 above:	
	Registration Number	
	Date obtained	
	Copy of certificate submitted with proposal?	Yes/No.
8	Size of your organization in terms of the following: personnel employed, premises owned or rented, length of time in	
9	Name of contact person and contact Cell No. for enquiries on this submitted proposal	

Name of Tenderer: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Signatory (Block Letters): \_\_\_\_\_

#### Schedule B: Qualification and Experience

Item	Name of staff/member/partners (with an appropriate qualification and registered with ECSA) to be used as Project Engineer on this project
------	---

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1	Name	Degree	Date Obtained	ECSA Reg. No.	Date Obtained
2	Name(s) of Engineers / Technologists / Technicians to be used on this project				
	Name	Qualification Obtained	Date Obtained		
	a)				
	b)				
	c)				
	d)				
	e)				

Do you have expertise with knowledge of the MFMA, PFMA and Supply Chain regulations?

3	Name(s) of Employee to be used on this project		
	Name	Qualification Obtained	Date Obtained
	a)		
	b)		

Experience as applicable to this project:

1

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Other relevant experience can be provided for as an attachment.

Name of Tenderer: \_\_\_\_\_

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Signed:

Date:

Name of Signatory (Block Letters):

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### Form J: Schedule of Previous Experience

The procedure for the evaluation of responsive Bids will be on the average of the previous three projects where the firm was involved for GERT SIBANDE DISTRICT MUNICIPALITY (GSDM) projects or other clients. Reference of clients other than GSDM MUST be provided.

Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- At least three of the references will be contacted to obtain their input.

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. This information is material to the award of the Contract.

Description of Work / Experience	Value (R) VAT excluded	Period work executed		Reference		
		Appointment Date	Completion Date	Name	Organisation	Tel No and e-mail

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### Form K: Schedule of Current Projects

Provide the following information on current projects. **This information is material to the award of the Contract.**

Description of Project	Value (R) VAT excluded	Appointment Date	Completion Date	Reference		
				Name	Organisation	Tel No and e-mail / Fax

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## Form L: Schedule of Infrastructure and Resources / Plant and Equipment

The Tenderer shall state below what Construction Plant will be available for the work should he be awarded the Contract. The sizes and numbers of each equipment shall meet the minimum requirements as detailed in the functionality evaluation criteria below.

DESCRIPTION, SIZE, CAPACITY	NUMBER
<p><b><u>Yield testing equipment</u></b> (If to be subcontracted, provide information for subcontractor)</p> <p>Monopump capable of pumping at least 10 l/s at a head of 150m</p> <p>Diesel /Petrol powered engine capable of powering the above</p> <p>Water flowmeter capable of measuring flows of at least 10 l/s</p> <p><b><u>LDV</u></b> (A minimum of 1 required, provide proof of ownership)</p>	<p>2</p> <p>2</p> <p>2</p> <p>2</p>

- Attach proof of ownership or letter of intent from a hiring company must be attached

*Note: Attach additional pages to this page if more space is required.*

Provide information on the following:

### 1. Infrastructure and resources available for this project:

Size of enterprise and current workload:

---

What was your turnover in the previous financial year?

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What is the estimated turnover for your current financial year?

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### Form M: Schedule of Proposed Sub-Consultants

Name of Sub-Contractors	Full Description of Work to be Performed by Sub-Contractor

### Form N: Record of Addenda to Tender Documents

We confirm that the following communication received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer		
No.	Date	Title of Details

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<div style="border: 1px solid black; width: 80px; height: 30px; margin: 0 auto;"></div> Contractor	<div style="border: 1px solid black; width: 80px; height: 30px; margin: 0 auto;"></div> Witness 1	<div style="border: 1px solid black; width: 80px; height: 30px; margin: 0 auto;"></div> Witness 2	<div style="border: 1px solid black; width: 80px; height: 30px; margin: 0 auto;"></div> Employer	<div style="border: 1px solid black; width: 80px; height: 30px; margin: 0 auto;"></div> Witness 1	<div style="border: 1px solid black; width: 80px; height: 30px; margin: 0 auto;"></div> Witness 2
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**Form O: Proof of Good Standing with Compensation Commissioner**

**ATTACH THE FOLLOWING DOCUMENTS HERETO:**

- Certified copy of Letter of Good Standing with Compensation Commissioner.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## Form P: Tenderer's Project Structure

### Notes to tenderer:

- The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. The tenderer must attach his / her own organogram to this form.
- Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g., combining directors/associates into one box of the organogram. However, the individual positions of the key personnel within the structure must still be shown.
- Joint Venture tenders will require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition, there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work. Joint Venture tenderers shall note that the share of work indicated will be used in the analysis of such a tenderers preference proposed on returnable form D1, and that if awarded the share of work shall become a contractual obligation between the members of the joint venture.
- State the city or town where the company's head office is located. The locality of regional or satellite office, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA
- Registered professional engineers, technicians or technologists means those who are involved in the built industry as well as allied fields such as environmental professionals. Registered professionals of other disciplines (e.g., mechanical) are considered as employees only.

SIGNED ON BEHALF OF THE TENDERER:

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**ATTACH THE FOLLOWING DOCUMENTS HERETO:**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### Form Q: Certificate of Independent Bid Determination

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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) <sup>2</sup> Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a) take all reasonable steps to prevent such abuse.
  - b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup>Includes price quotations, advertised competitive bids, limited bids and offers.

<sup>2</sup>Bid rigging (or collusive bidding) occurs when businesses, which 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.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**Contract Number GSDM 34/2022:**

**APPOINTMENT OF A SERVICE PROVIDER FOR THE INSTALLATION OF BOREHOLES(WINDMILLS/SOLAR/ELECTRICAL) WITH STORAGE TANKS IN GERT SIBANDE DISTRICT MUNICIPALITY AS AND WHEN REQUIRED WITHIN A PERIOD OF 6 MONTHS** (*Bid Number and Description*)

in response to the invitation for the bid made by:

**Gert Sibande District Municipality**

(*Name of Municipality / Municipal Entity*)

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

I certify, on behalf of: \_\_\_\_\_  
that:

(*Name of Bidder*)

- 1 I have read and I understand the contents of this Certificate.
- 2 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
- 3 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
- 4 Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder.
- 5 For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - a) has been requested to submit a bid in response to this bid invitation.
  - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> 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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

f) bidding with the intention not to win the bid.

- 8 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of bidder

<sup>3</sup> 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.

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\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2



## Form R: Declaration of Tenderer's Litigation History

### Note to tenderer:

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

Employer	Other Litigating Party	Dispute	Award Value	Date Resolved

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of bidder

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### 3. SPECIAL CONDITIONS OF THE BID PROPOSAL

- a) Price(s) of the bid must be valid for at least ninety (90) days from date of your offer. (*Upon the Municipality availing a schedule of quantities requesting to be completed from the panel*)
- b) All the returnable schedules must be completed to enable the evaluation of the Tender. **No points will be allocated in the evaluation if the relevant schedules are not completed in full.**
- c) Bidders must initial **all the pages** of the Bid document and sign the Bidder particulars page in full.
- d) Bidders must complete the original Bid document in **black ink**, and notice must be taken that tip-ex may not be used in the document
- e) The **original Bid document** must be submitted together with the cost proposals
- f) The transaction shall be subject to any stipulations in any Act, Ordinance or By-law pertaining thereto.
- g) No proposals by any person that is not competent to enter into an agreement will be considered and if it is established that it is the case, the contract agreement in this regard will be considered null and void by Council.

Disputes must be settled by means of mutual consultation, mediation (with or without legal representation) or when unsuccessful, in a South African court of law on an attorney and client scale.

Should any legal action be deemed necessary to determine any aspect arising out of these conditions or to enforce any rights in terms of these conditions, then and in that event the parties hereto agree categorically to the jurisdiction of the Magistrate's Court to hear such action and to pass judgment notwithstanding the fact that the cause of action is beyond the jurisdiction of the Court: Provided always that Council shall have the right in its sole discretion to take action in any competent higher court in any matter exceeding the ordinary jurisdiction of the Magistrate's Court.

**Council reserves the right to accept any cost proposal in a tender submitted or part thereof.**

#### C3.4.1 Health & Safety Issues

N/A

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

## FUNCTIONALITY EVALUATION CRITERIA

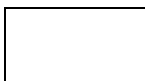
All tenders will be subjected to a functionality evaluation prior to them being considered in terms of the 80/20-point system. Tenders need to achieve a minimum of 70% or 70 points in the functionality evaluation for them to be considered in the final round of evaluation, which is the 80/20-point system for price and BBBEE. All those tenders failing to meet the minimum threshold in terms of functionality will not be considered further in the evaluation.

### Functionality Evaluation

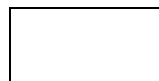
The service provider is to complete and submit all the schedules in order to claim functionality points as contained in the criteria below. Additional supporting information as required in the evaluation should be submitted together with the tender document as returnable schedules.

Criterion	Assessment	Points Awarded	Max Score
Traceable experience	Provided 4 or more borehole drilling and equipping contracts with a minimum contract value of R400 000 each executed in the past 5 years ( <b>Attach Appointment letter and completion certificate</b> )	50	50
	Provided between 2 or more borehole drilling and equipping contracts with a contract value less than R400 000 each executed in the past 5 years ( <b>Attach Appointment letter and completion certificate</b> )	20	
	Failed to provide any borehole drilling and equipping experience	0	
Team experience and organogram (Page 42)	Provided all the key personnel with the required minimum qualifications and experience as indicated in Form I	30	30
	Provided a minimum of two key personnel with the required minimum qualifications as indicated in Form I and not less than 2 years' experience	15	
	Failed to provide all the key personnel	0	
Plant and Equipment (Page 48)	Provided all the required plant and equipment of sufficient capacity and quantities indicated in form L and proof of ownership or letter of intent from a hiring company must be attached.	20	20
	Provided one of each quantity of the required plant and equipment of sufficient capacity and proof of ownership or letter of intent from a hiring company must be attached.	12	
	Failed to Provide all the plant and equipment	0	
<b>MAXIMUM SCORE:</b>			<b>100</b>
<b>MINIMUM SCORE</b>			<b>70</b>

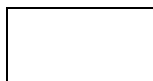
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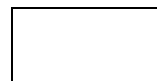
Contractor



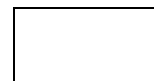
Witness 1



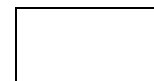
Witness 2



Employer



Witness 1



Witness 2

## Part C2: Pricing Data

### C2.1 Pricing Instructions

Measurement and payment shall be in accordance with Clause 8 of the SANS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Works, subject to the variations and amendments contained in the Section C3.5 Project Specifications.

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of Part C3: Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified.

Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill of Quantities, the Employer's Agent shall direct the applicable requirements.

The clauses in a specification in which further information regarding the listed items in the Bill of Quantities can be obtained appear under "Payment Reference" column.

The reference clauses indicated are not necessarily the only sources of information in respect of billed items. Further information and set specifications may be found in Section C3.5 Project Specifications. Standardised Specifications are identified by the letter or letters which follow "SANS" in the SANS 1200 series of specifications, e.g., G for SABS 1200 G.

Unless otherwise stated, items are measured nett in accordance with the drawing and no allowance is made for waste. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due only.

The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the various items. The prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. The prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

It will be assumed that prices included in these Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org](http://www.stanza.org) or [www.iso.org](http://www.iso.org) for information on standards).

Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities and recorded as zero. A single lump sum will apply should a number of items be grouped together for pricing purposes.

Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.

The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

Ha	=	hectare
h	=	hour
kℓ	=	kilolitre
kg	=	kilogram
km	=	kilometre
kW	=	kilowatt
km-pass	=	kilometre pass
MN	=	Mega Newton
kPa	=	kilopascal
MN.m	=	Mega Newton-metre
ℓ	=	litre
%	=	percentage
m	=	metre
PC Sum	=	Prime Cost Sum
mm	=	millimetre
P Sum	=	Provisional Sum
PS/m	=	Provisional Sum per month
PS/d	=	Provisional Sum per day
Sum/wd	=	Sum per working day
m <sup>2</sup>	=	square metre
No.	=	number
m <sup>2</sup> . pass	=	square metre-pass
R/Only	=	Rate Only
m <sup>3</sup>	=	cubic metre
Sum	=	lump sum
m <sup>3</sup> .km	=	cubic metre-kilometre
t	=	ton (1 000 kg)
MPa	=	Mega Pascal
W/day	=	Workday
%	=	percentage
mth	=	month

The parts of the contract to be constructed using labour-intensive methods have been marked in the Bill of Quantities with the letters LI in a separate column filled in against every item so designated.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The works, or parts of the works so designated, are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification.

Payment for items which are designated to be constructed labour-intensively will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## C2.2 Bill of Quantities

The service provider must complete the schedule below. The Bill of Quantities below will be evaluated individually, and service providers must quote per borehole since the budget is accumulative. The service provider will be expected/requested to drill and equip a new/old borehole as and when required by the Client. Rates only will be used to pay for the actual work done

### SECTION 1

ITEM	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
1	1.1	<b>HYDROGEOLOGICAL SURVEY AND SITING</b>  SECTION 1: CONDUCT GROUNDWATER SURVEYS, BOREHOLE SITING	No	1		
<b>Total carried forward to Summary</b>						

### SECTION 2

ITEM	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
2	2.1	<b>DRILLING COSTS &amp; QUANTITY AND QUALITY TESTS</b>  DRILLING COSTS  ESTABLISHMENT OF OWN FACILITIES, TRAVEL TO BOREHOLE SITE <150km FROM GSDM OFFICES, DE-ESTABLISHMENT, DRILLING 165MM DRILL (0-120) STEEL CASING 165MM ID 4MM OUTER WALL STEEL (PERFORATED CASING), SOCKETS OR WELDED  QUALITY AND QUANTITY TESTS  FORMATION STABILIZER (ESTIMATE 500KG PER BOREHOLE), BOREHOLE DISINFECTION, BOREHOLE	SUM	1		

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		PROTECTION, BOREHOLE MARKING, DATA RECORDING, DEVELOPMENT (1 HOUR PER BOREHOLE), WATER LEVEL MONITORING, DATA RECORDING, CONCRETE COLLAR AND CHEMICAL ANALYSES (ACCREDITED LAB)				
Total carried forward to Summary						

### SECTION 3

ITEM	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
3	3.1	<b>WINDMILLS</b>  SUPPLY, DELIVERY, AND INSTALLATION OF WINDMILLS, COMPLETE WITH ALL ACCESSORIES, WINDMILL ROTOR, WHEEL SIZE 3,3m, WINDMILL TOWER, 6M IN HEIGHT, STEEL PIPING 40MM (GALVANIZED PIPES AND SOCKETS) (SABS APPROVED)	No	1		
Total carried forward to Summary						

### SECTION 4

ITEM	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
4	4.1	<b>INSTALLATION OF STORAGE TANKS</b>  SECTION 5: SUPPLY, DELIVERY, AND INSTALLATION OF STORAGE TANKS, COMPLETE WITH ALL ACCESSORIES, SUPPLY, AND INSTALL A 3M HIGH TANK STAND AND 5 000L STORAGE TANKS INCLUDING PIPE WORK FROM WINDMILL, SUPPLY, INSTALL, TEST AND COMMISSION A 80 METER 50MM HDPE CLASS 6 WATER PIPE AND A STANDPIPE WITH A CONCRETE BASE FOR THE STANDPIPE CLASS 30 MPA/19 MM (SABS APPROVED)	No	1		

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



<b>Total carried forward to Summary</b>				
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## SUMMARY OF SCHEDULE OF QUANTITIES

SUMMARY OF SECTIONS FOR WINDMILLS		
SECTION	DESCRIPTION	AMOUNT
<b>Section 1</b>	Hydrogeological Survey and Siting	
<b>Section 2</b>	Drilling Costs & Quantity and Quality Tests	
<b>Section 3</b>	Installation of Windmills	
<b>Section 4</b>	Installation of Storage Tanks with stands	
	Provisional sum (for installation of windmill tower that has a height of 12m max, amount to be paid per additional meter from the original 6m tower)	50 000
	Provisional sum (for installation and commissioning of 50mm HDPE pipe where households are more than 140m from borehole)	30 000
	<b>TOTAL VAT Exclusive</b>	
	<b>VAT @15%</b>	
	<b>TOTAL VAT Inclusive</b>	

### SECTION 1

ITEM	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
<b>1</b>	<b>1.1</b>	<b>HYDROGEOLOGICAL SURVEY AND SITING</b>  SECTION 1: CONDUCT GROUNDWATER SURVEYS, BOREHOLE SITING	No	1		

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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

<b>Total carried forward to Summary</b>				
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## SECTION 2

ITEM	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
2	2.1	<b>DRILLING COSTS &amp; QUANTITY AND QUALITY TESTS</b>  DRILLING COSTS  ESTABLISHMENT OF OWN FACILITIES, TRAVEL TO BOREHOLE SITE <150km FROM GSDM OFFICES, DE-ESTABLISHMENT, DRILLING 165MM DRILL (0-120) STEEL CASING 165MM ID 4MM OUTER WALL STEEL (PERFORATED CASING), SOCKETS OR WELDED  QUALITY AND QUANTITY TESTS  FORMATION STABILIZER (ESTIMATE 500KG PER BOREHOLE), BOREHOLE DISINFECTION, BOREHOLE PROTECTION, BOREHOLE MARKING, DATA RECORDING, DEVELOPMENT (1 HOUR PER BOREHOLE), WATER LEVEL MONITORING, DATA RECORDING, CONCRETE COLLAR AND CHEMICAL ANALYSES (ACCREDITED LAB)	SUM	1		
Total carried forward to Summary						

## SECTION 3

ITEM	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
3	3.1	<b>SOLAR BOREHOLES</b>  SUPPLY, DELIVERY, AND INSTALLATION OF BOREHOLE BASED ON ASSESSMENT OF	No	1		

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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

		CONDITIONS ON SITE, INCLUSION OF SUBMERSIBLE PUMP, SOLAR PANELS AND BOREHOLE POWER SUPPLY FROM SOLAR TO BOREHOLE PUMP SUPPLY AND INSTALL BOREHOLE WATER PIPEWORK AND STANDPIPES, (SABS APPROVED)				
<b>Total carried forward to Summary</b>						

#### SECTION 4

ITEM	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
4	4.1	<b>INSTALLATION OF STORAGE TANKS</b>  SUPPLY, DELIVERY, AND INSTALLATION OF STORAGE TANKS, COMPLETE WITH ALL ACCESSORIES, SUPPLY AND INSTALL A 3M HIGH TANK STAND AND 5 000L STORAGE TANKS INCLUDING PIPE WORK FROM WINDMILL, SUPPLY, INSTALL, TEST AND COMMISSION A 80 METER 50MM HDPE CLASS 6 WATER PIPE AND A STANDPIPE WITH A CONCRETE BASE FOR THE STANDPIPE CLASS 30 MPA/19 MM (SABS APPROVED)	No	1		
<b>Total carried forward to Summary</b>						

#### SECTION 5

ITEM	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
5	5.1	<b>FENCING</b>  SUPPLY AND ERECT OF NEW FENCING MATERIAL INCLUDING ALL EXCAVATION, ALL FENCING MATERIAL REQUIRED FOR ERECTION, INCLUDING CONCRETE BASES, ETC. (ALL MATERIALS TO BE GALVANIZED) (SABS APPROVED)	No	1		

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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

		Fencing (PER BOREHOLE @ 200 M2 EACH)				
<b>Total carried forward to Summary</b>						

## SUMMARY OF SCHEDULE OF QUANTITIES

SUMMARY OF SECTIONS FOR SOLAR BOREHOLES		
SECTION	DESCRIPTION	AMOUNT
<b>Section 1</b>	Hydrogeological Survey and Siting	
<b>Section 2</b>	Drilling Costs & Quantity and Quality Tests	
<b>Section 3</b>	Installation of Solar Boreholes	
<b>Section 4</b>	Installation of Storage Tanks with stands	
<b>Section 5</b>	Fencing	
	Provisional sum (for installation and commissioning of 50mm HDPE pipe where households are more than 140m from borehole)	30 000
	<b>TOTAL VAT Exclusive</b>	
	<b>VAT@15%</b>	
	<b>TOTAL VAT Inclusive</b>	

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### SECTION 1

ITEM	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
1	1.1	<b>HYDROGEOLOGICAL SURVEY AND SITING</b>  SECTION 1: CONDUCT GROUNDWATER SURVEYS, BOREHOLE SITING	No	1		
<b>Total carried forward to Summary</b>						

### SECTION 2

ITEM	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
2	2.1	<b>DRILLING COSTS &amp; QUANTITY AND QUALITY TESTS</b>  DRILLING COSTS  ESTABLISHMENT OF OWN FACILITIES, TRAVEL TO BOREHOLE SITE <150km FROM GSDM OFFICES, DE-ESTABLISHMENT, DRILLING 165MM DRILL (0-120) STEEL CASING 165MM ID 4MM OUTER WALL STEEL (PERFORATED CASING), SOCKETS OR WELDED  QUALITY AND QUANTITY TESTS  FORMATION STABILIZER (ESTIMATE 500KG PER BOREHOLE), BOREHOLE DISINFECTION, BOREHOLE PROTECTION, BOREHOLE MARKING, DATA RECORDING, DEVELOPMENT (1 HOUR PER BOREHOLE), WATER LEVEL MONITORING, DATA RECORDING, CONCRETE COLLAR AND	SUM	1		

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		CHEMICAL ANALYSES (ACCREDITED LAB)				
Total carried forward to Summary						

### SECTION 3

ITEM	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
3	3.1	<b>ELECTRICAL BOREHOLES</b>  SUPPLY, DELIVERY, AND INSTALLATION OF BOREHOLE BASED ON ASSESSMENT OF CONDITIONS ON SITE, INCLUSION OF SUBMERSIBLE PUMP, CONNECTION OF POWER SUPPLY FROM ELECTRICAL SUPPLY TO BOREHOLE PUMP SUPPLY AND INSTALL BOREHOLE WATER PIPEWORK AND STANDPIPES, (SABS APPROVED)	No	1		
Total carried forward to Summary						

### SECTION 4

ITEM	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
4	4.1	<b>INSTALLATION OF STORAGE TANKS</b>  SUPPLY, DELIVERY, AND INSTALLATION OF STORAGE TANKS, COMPLETE WITH ALL ACCESSORIES, SUPPLY AND INSTALL A 3M HIGH TANK STAND AND 5 000L STORAGE TANKS INCLUDING PIPE WORK FROM WINDMILL, SUPPLY, INSTALL, TEST AND COMMISSION A 80 METER 50MM HDPE CLASS 6 WATER PIPE AND A STANDPIPE WITH A CONCRETE BASE FOR THE STANDPIPE CLASS 30 MPA/19 MM (SABS APPROVED)	No	1		
Total carried forward to Summary						

### SECTION 5

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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

ITEM	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
5	5.1	<b>ELECTRICITY SUPPLY</b>  INSTALLATION OF CONTROL BOX, TRENCHING AND BACKFILLING OF ELECTRICAL CABLE, CABLE LAYING AND TERMINATION. STILL PROTECTION AND ESKOM CONNECTION	No	1		
<b>Total carried forward to Summary</b>						

### SUMMARY OF SCHEDULE OF QUANTITIES

SUMMARY OF SECTIONS FOR ELECTRICAL BOREHOLES		
SECTION	DESCRIPTION	AMOUNT
<b>Section 1</b>	Hydrogeological Survey and Siting	
<b>Section 2</b>	Drilling Costs & Quantity and Quality Tests	
<b>Section 3</b>	Installation of Electrical Boreholes	
<b>Section 4</b>	Installation of Storage Tanks with stands	
<b>Section 5</b>	Electricity supply	
	Provisional sum (for installation and commissioning of 50mm HDPE pipe where households are more than 140m from borehole)	30 000
	<b>TOTAL VAT Exclusive</b>	
	<b>VAT@15%</b>	
	<b>TOTAL VAT Inclusive</b>	

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<b>SUMMARY</b>	<b>AMOUNT</b>
<b>1</b>	Summary of Sections for Windmills	
<b>2</b>	Summary of Sections for Solar Boreholes	
<b>3</b>	Summary of Sections for Electrical Boreholes	
	<b>TOTAL (VAT INCLUSIVE)</b>	

## **Part C3: Scope of Work**

### **C3.1 Description of the Works**

#### **C3.1.1 EMPLOYER'S OBJECTIVES**

The employer's objectives are:

- (a) To provide reliable water supply to rural areas of Gert Sibande District Municipality from boreholes through sitting, drilling, testing and equipping of boreholes with storage tanks to ensure people have access to potable water.

#### **C3.1.2 OVERVIEW OF THE WORKS**

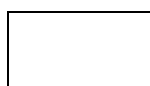
The works include the drilling, testing and equipping of boreholes with storage tanks in rural areas of GERT SIBANDE DISTRICT MUNICIPALITY.

#### **C3.1.3 EXTENT OF THE WORKS**

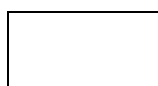
The Scope of Work to be carried out by the Contractor under this Contract comprises mainly the following:

- (a) The Scope of Work to be carried out by the Contractor under this Contract comprises mainly the following:
  - (b) Assessment of the drilling needs of each borehole
  - (c) Drilling, testing and equipping of boreholes
  - (d) Provision and installation of (windmill/solar/electrical) pumps where necessary
  - (e) Provision and installation of all ancillary works to render the borehole functional
  - (f) Storage facility/storage tanks with tank stands

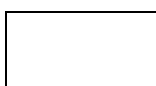
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Contractor



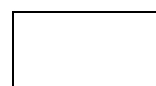
Witness 1



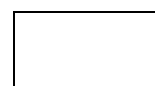
Witness 2



Employer



Witness 1



Witness 2



This description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract. Estimated quantities of each type of work are given in the Bill of Quantities.

#### **C3.1.4 LOCATION OF WORKS**

The boreholes are generally located in or near existing villages within municipal jurisdiction of the GERT SIBANDE DISTRICT MUNICIPALITY. Access to the individual site is generally via gravel roads and it can be expected that four-wheel drive vehicles would generally be required.

#### **C3.1.5 TEMPORARY WORKS**

No temporary works will be required for the execution of this contract.

### **C3.2 Engineering**

#### **C3.2.1 Siting**

Use available and appropriate method to site the borehole to ensure that it produces adequate yield. The location of the borehole must be at least 30-50 m away from potential pollution source such as on-site toilets, cattle kraals or cemeteries.

#### **C3.2.2 Drilling**

Borehole must be drilled to a finale diameter of 165 mm uPVC pipe with a minimum wall thickness of 2 mm should be utilized and should penetrate the aquifer. These boreholes are to be fully screened (from the water table to bedrock) with a 0.5 m sump. A fine screen (5 mm long and 0.6 mm wide) is to be installed in the borehole annulus around the screen. The size of the gravel pack particles should be larger than slot/screen sizes. A bentonite pellet seal is to be installed above the depth at which the water table occurs.

#### **C3.2.3 Testing**

The rest pumping will include four one-hour steps followed by a 24-hour constant rate test and 24-hour recovery test (or 90% recovery). Conduct complete Test for Water Quality.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### **C3.2.4      Developing**

Each borehole is to be developed for a minimum of 3 hours until no fine sediment is observed.

### **C3.2. 5      Equipping**

- a) The borehole collar is to be below ground surface.
- b) A section of steel casing with a lockable cap should be installed around the borehole collar.
- c) The borehole name is to be painted on each borehole with a stencil.
- d) The site at each borehole is to be cleaned after completion of the borehole.
- e) Submersible pump complete with steel manhole cover

## **C3.3 Procurement**

### **C3.3.1    Procurement Policy**

Tenders will be evaluated in terms of the Municipalities Supply Chain Management Policy, as adopted by the Municipality. Copies of the policy are obtainable from the offices of the Municipality.

### **C3.3.2    Restriction of the Utilisation of Personnel in the Permanent Employment of the Contractor**

The Contractor shall limit the utilisation of his permanently employed personnel to that of key personnel only on the Works, as defined below, and shall execute and complete the Works utilising a temporary workforce employed directly by the Contractor and/or by his sub-contractors, using the assistance of the labour desk that will be established for the project in consultation with the various communities that are established in proximity to the Works or which will be allocated within the development.

Without derogating from the Contractor's obligations to complete the Works within the specified time for completion in terms of clause 1.1.1.14 of GCC 2015, the numbers in each category of the Contractor's key personnel, as stated by the Contractor in Part T2 of this document, will be strictly controlled

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

during the contract period and any increase in numbers will be subject to the prior approval of the Employer.

“Key personnel” means all contracts managers, site agents, site clerks, materials and survey technicians, quantity surveyors, trainers, supervisors, foremen, skilled plant operators, welders, shutter hands and the like, and all other personnel in the permanent employ of the Contractor or his sub-contractors who possess special skills, and/or who play key roles within the Contractor's or his subcontractor's operations.

The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, authorise in writing that the Contractor may utilise in the execution of the Works, workers not being his key personnel but who are in his permanent employ.

Without limiting the generality of application of this sub-clause, circumstances which may be considered by the Engineer to warrant authorisation of the use of the Contractor's permanent employees other than key personnel, include:

The unavailability from local sources of sufficient numbers of temporary workers and/or sub-contractors to execute the Works provided always that the Contractor has satisfied the Engineer that he has exercised his best endeavours and taken all reasonable actions to recruit sufficient temporary workers and sub-contractors from local sources as contemplated above.

a) The unavailability within the temporary worker pool and/or from subcontractor sources available to the Contractor in terms of the Contract, of sufficient skills necessary to execute the Works or specific portions thereof, in situations where the completion period allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of suitable training as contemplated in the Contract.

b) Any other circumstances which the Engineer may deem as constituting a warrant.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### **C3.3.3 Provision of Temporary Workforce for the Contract**

The Contractor shall employ labour from the local community through the CLO except for approved key staff in the permanent employ of the Contractor, to the maximum extent that is compatible with the requirements of Clause 4.11 of the General Conditions of Contract 2015.

Although the Contractor shall adhere to the statutory minimum wage rates, he is however at liberty to negotiate additional incentive payments based on performance.

The Occupational Health and Safety Act must be adhered to with reference to the safety of any employee employed by the Contractor.

The successful tenderer shall liaise with the Ward Councillor/Ward Committee whereby the Ward Councillor shall provide to the Contractor the following if necessary:

The main Contractor shall ensure that any Sub-Contractor he may appoint shall adhere to these conditions but also subject to the provisos applicable to the duration of such sub-contract.

Should any of the above conditions be less favourable than any Bargaining Council Agreement or Act applicable to the Contractor, the more favourable condition will apply.

A contract of employment or subcontract should be signed between the Contractor and each of his employees or sub-contractors, as the case may be. Likewise, contracts of employment must be entered into between each such sub-contractor, and each of the specific subcontractor's employees. Employment and subcontract agreements shall make clear reference to at least the following conditions.

- The minimum agreed wage rate per hour in respect of labourers.
- The agreed pay rate per unit of production where applicable.
- UIF and WCA payments.
- Minimum working hours per day.
- Start and end times of a daily shift.
- Lunch break times.
- Company policy regarding:
  - Rain time
  - Sickness and absenteeism
  - Disciplinary matters
  - Grievances

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Method and frequency of payment.
- Work clothes and safety equipment to be issued
- Labour Desk

### C3.4 Construction

#### C3.4.1 WORK SPECIFICATION

##### C3.4.1.1 Applicable SANS 1200 Standards

Applicable SANS 1200 Standardised Specifications for the purpose of this Contract the latest issues of the following Standard Specifications for Civil Engineering Construction, applicable at the date of tender advertisement, shall apply -

SANS 1200 AA	:	1986	General (Small Works)
SANS 1200 C	:	1980	Site Clearance (Amendment 1, 1982)
SANS 1200 D	:	1988	Earthworks (Amendment 1, 1990)
SANS 1200 DA	:	1988	Earthworks (Small Works) (Amendment 1, 1990)
SANS 1200 DB	:	1989	Earthworks (Pipe Trenches)
SANS 1200 GA	:	1982	Concrete (Small Works)
SANS 1200 H	:	1990	Structural Steelwork
SANS 1200 HC	:	1988	Corrosion Protection of Structural Steel

The term project specifications appearing in any of the SABS 1200 standardised specifications must be replaced with the terms scope of work.

##### C3.4.1.2 Applicable National and International standards

The following SANS standards are referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria

SANS 241	:	2006	Drinking Water
SANS 1914	:	2002	Targeted Construction Procurement
SANS 1921	:	2004	Construction and management requirements for works contracts
SANS 10299	:	2003	Development, maintenance and management of groundwater resources

##### C3.4.1.3 Particular Specification

The following particular specifications, attached as Annexes, are applicable to this Contract:

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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

**EPWP Labour Intensive Construction;  
Drilling, test-pumping and equipping of boreholes.**

## **PS1.1 CONSTRUCTION PROGRAMME**

It is expected that the contract will be awarded during the month of November 2022 and construction must start not later than 14 days after the official appointment.

The tenderer must indicate in the Schedule on the Form of Tender the estimated time period in which they will take to complete one borehole.

Within 7 days of Contract Award the contractor must provide a detailed construction programme for approval by the Engineer/ Project Manager. Once approved the contractor must strictly adhere to the programme. The contractor is referred to the penalty clause, which will be strictly applied.

## **PS1.2 ASPECTS REQUIRING SPECIAL ATTENTION**

### **1.2.1 Survey Pegs**

All survey and site pegs must be protected against damage. The contractor must check all the pegs and report all missing pegs to the Engineer.

Any survey or site peg disturbed by the contractor must be replaced by a Land Surveyor at the cost of the contractor.

### **1.2.2 Existing services**

There are underground existing services on site, which must be located and protected against any damage from the construction activities. Any such damage will be repaired at the cost of the contractor.

### **1.2.3 Accommodation of Residents**

Inconvenience to adjacent residents must be limited to a minimum with regard to noise and access to and around the site. Traffic must also be accommodated.

## **PS1.3 ITEMS NOT COVERED IN THE SPECIFICATIONS**

Some of the items in the Schedule of Quantities may not be covered by the Standard Specifications. These items are detailed on the drawings or described in the Schedule of Quantities. The rates tendered must include all labour, material, etc and no additional payments will be considered.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

#### **PS1.4 APPLICABLE STANDARDISED SPECIFICATIONS**

The Standardised Specifications are not bound into this document and may be obtained from the SANS, Pretoria.

The following Standardised Specifications of SANS 1200 will be applicable in this contract:

<b>SPECIFICATION</b>	<b>DESCRIPTION</b>
AA	General (Small Works)
DA	Earthworks (Small Works)
LB	Bedding
L	Low Pressure Pipelines
GA	Concrete (Small Works)

#### **PS1.5 STATUS**

Should any discrepancies exist between the different Specifications and/or Drawings and/or Schedule of Quantities the different sections will have the following relative status in declining order:

1. Project Specifications
2. Special Conditions of Contract
3. General Conditions of Contract
4. Standard Specifications
5. Conditions of Tender
6. Contract Drawings
7. Schedule of Quantities

#### **C3.4.3PART 2: VARIATIONS AND ADDITIONS`**

##### **C3.4.3 PART 2**

##### **PSAA GENERAL**

All material must, where applicable, carry the SANS mark.

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Witness 2

Employer

Witness 1

Witness 2

## **PSDB EARTHWORKS (Free haul)**

The following free haul distances will be applicable:

Dispose material	2 km
Borrow pit – Import of material (if required)	15 km

## **PSG CONCRETE (STRUCTURAL) (SANS 1200 G)**

### **PSG1 CONCRETE FINISHES**

Concrete surfaces must have the following finishes:

- All visible concrete : Grade I accuracy with smooth homogeneous surface
- Inside of structures : Grade II accuracy with smooth surfaces
- Rest of concrete : Grade III accuracy

All edges to be chamfered.

### **PSG2 SPECIAL FOR WATER RETAINING STRUCTURE**

#### **(a) Concrete mix design**

The concrete mix must be designed by an approved laboratory for water retaining structures. The aggregates used must also be approved by the laboratory. The design mix with the report from the laboratory must be submitted to the engineer. Poly-propylene fibres @ 1,5 kg/m<sup>3</sup> must be added to the concrete mix (contact Fluropack, Annette Lubbe, tel (012) 371 9374). The concrete must also comply with the following:

- Cement/Water ratio of < 2
- Sand content 40 – 45 % to obtain maximum water tightness
- Natural sands with low water demand
- Must be designed for low shrinkage
- Approved add mixtures may be used to obtain workability
- Concrete may not be pumped

#### **(b) Pipe and bolts and ties through concrete**

Only pipes indicated on the drawings may go through the concrete and must be placed in position before the concrete is cast. Shutter ties to be fitted with an approved centre stop.

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Witness 2



Employer



Witness 1



Witness 2



**(c) Water tightness test**

The structures must be tested for water tightness as follows:

- Structure to be filled @  $\pm 1$  m/day.
- After the structure has been full for 14 days the full water level must be restored and marked.
- If the water level falls less than 5 mm in 96 hours and there are no visible leaks, the structure will be taken as watertight.

Should the structure be found not to be watertight the contractor will empty it and seal the leak(s). The structure must then be tested again, all at the cost of the contractor.

**(d) Water permeability test**

The design mix must be tested with regard to permeability by the NAI of the CSIR. The maximum permeability coefficient may not be more than  $1 \times 10^{-7}$ /second. One set of six samples must be tested for the 30 Mpa design mix. The contractor is responsible for the tests and the costs thereof.

**(e) Strength tests**

Two sets of three test cubes per 50 m<sup>3</sup> concrete placed are required to be tested at 7 and 28 days. The contractor is responsible for the tests and the costs thereof.

**(f) Welding of reinforcing**

Reinforcing may not be welded.

**(g) Curing**

Curing compounds may not be used on floors. Floor curing must be done by constant wetting.

**(h) Plums**

Plums may not be used.

**P A1**

**SPECIFICATIONS FOR BOREHOLES**

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Witness 1



Witness 2



Employer



Witness 1



Witness 2

## **P A1.1        SCOPE**

The specifications are for the drilling of boreholes, installation of casings and for the development and capping of boreholes for rural water supply.

The Contractor shall provide all labour, transport, plant, tools, materials and appurtenances, and shall perform all work necessary to satisfactorily construct and complete the boreholes in accordance with this Specification and to any further details as may be ordered by the Engineer. The boreholes depths will be dependant in drilling results and the strata intersected.

## **PA1.2        EQUIPMENT**

The equipment to be used must be of such standard that the requirements as set out in the Project Specifications can be accomplished without any disruption of the works.

- The Contractor shall specify in the List of Available Plant Equipment in Section 7: Forms to be completed by Tenderer the type of plant he intends to use as well as the method of operation. Its capacity shall be sufficient to cope with the work as specified for each particular work order. It shall be kept at all times in full working order and in good repair. The Engineer 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 Engineer considers that the plant in use on the site of the Works is in any way inefficient or inadequate in capacity, he shall have the right to call upon the Contractor to put such equipment in order with seven (7) days, or alternatively, to remove such plant and replace it with additional plant or equipment which he considers necessary to meet the requirements of the Contract. In the event that his requirement is not satisfied, the Engineer reserves the right to advise the Gert Sibande District Municipality to terminate the Work Order immediately.
- It is the condition of this Contract that: -

**Compressors** used shall have a minimum capacity of 21BAR, 200 PSI (750 CFM).

**Drills rigs** used shall be mounted on a 6x4 or 4x4 Or 6x6 truck.

- It will be the responsibility of the Contractor to arrive on site with all equipment required to complete the work without interruption.

## **PA1.3        MATERIALS**

All materials to be used shall be new and undamaged and shall be supplied and delivered as such on site.

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All material as are required in the drilling and construction of the boreholes shall be assembled in an approved manner and in accordance with normal groundwater engineering practice.

#### **PA1.4 DRILLING**

##### **a) Rotary Percussion Air Flush Drilling**

Where the geological formation comprises consolidated rock with limited overburden the standard drilling technique shall be rotary percussion air flush drilling unless otherwise ordered by Engineer. Under this technique provision must be made for drilling through boulders (Alluvial deposits) and the provision of Odex Air Percussion drilling for advancement through collapsible layers.

##### **b) Rotary Mud Drilling**

Where the geological formation comprises predominantly unconsolidated soils and subordinate partially to well cemented sediments, the standard drilling technique shall be rotary mud drilling unless otherwise ordered by the Engineer. Under this technique provision must be made for drilling through boulders.

Both drilling techniques shall further include the necessary facilities with adequate capacity to consistently introduce lubrication water and / or foam as required.

##### **i) Design and Depth**

Various boreholes design options will be employed. Typical Borehole Design Options include:

##### **Typical Construction Detail (Provided in Section 2.2)**

##### **a) *Boreholes in Consolidated Rock Formations***

*Hand pump type borehole  
(With outer casing only)*

*Production type borehole  
(Lined with inner casings, perforated casing and  
or screens)*

##### **b) *Boreholes in Unconsolidated Soil Formations***

*Hand pump & production type borehole*

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Employer

Witness 1

Witness 2

The decision as to which design to use will be made by the Engineer. The Engineer will base his decision(s) 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 40m and 150m. The Engineer will determine the final borehole depth and boreholes shallower than requested will not be acceptable and will not be paid for, unless it can be satisfactorily proved that the borehole cannot be drilled to the required depth.

**A minimum 10m sump will be drilled below the level at which the major water strike is intersected or to a level as specified by the Engineer.**

**ii) Drilling Diameter**

Drilling diameters will be 165 mm, 167 mm, 202 mm, 216 mm, 254 mm, 205 mm and 454 mm. The Engineer will specify the diameter/s for each borehole to be drilled.

**iii) Drilling Media**

The Contractor 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.

In the event of circulation losses, commercially available foam can be introduced during drilling operations.

**iv) Drilling Foam**

The Contractor at his own discretion and cost may use drilling foam.

**v) Straightness and Verticality**

**a) Straightness**

Boreholes shall be sufficiently straight to permit a steel tube 6m in length and with outer diameter no more than 15 mm smaller than the inner diameter of the cased borehole, to be lowered without hindrance to the full depth of the particular borehole. Any deviation, which prevents the lowering of such plumb to the bottom of the borehole, will not be accepted, and the hole declared a lost borehole. The contractor shall, in such case, re- drill the hole at his own cost to specification.

The Contractor shall ensure that the above piping, complete with the necessary attachments and equipment required for testing straightness, is

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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

available at the drilling machine and such piping shall form part of his standard equipment.

**b) Verticality**

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 20m of the 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 Contractor and shall form part of his standard equipment under this Contract.

In the event that these requirements for verticality are not met, the borehole will be declared a lost borehole. The Contractor shall thereupon re-drill the hole at his own cost, to specification.

**vi) Sampling**

Representative drilled cutting samples of the materials intersected shall be collected every metre and stacked in a representative fashion per rod length completed on a cleared patch near the drilling site. The samples shall be clearly marked and fenced off to prevent tampering and the borehole information recorded on the borehole Drilling Report as supplied to the contractor and as outlined in Clause 1.11.

**vii) 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.

**viii) Cleaning of borehole**

On completion of drilling a borehole the borehole shall be cleaned out, developing the borehole for minimum duration as stated below, or as otherwise specified by the Engineer under Clause 1.6 (i).

- (a) unconsolidated material – 6 hours.
- (b) consolidated material – 2 hours.

**ix) Water Quality Testing**

- a) All borehole water should be chemically and bacteriological tested, according to SABS 241 proposed recommended code of practice as published by the South African Bureau of Standards.

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

- b) The first test should be on a water sample taken after the construction is complete and the aquifer has been pumped continuously for at least 6 hours and preferably at the same time as yield testing.
- c) Thereafter a water quality test should be done at regular intervals, the frequency of which shall be determined by the competent person who issued the first test results but at least every 6 months.
- d) Constituents for any specific test shall be determined in accordance with the SABS 241 proposed Standard and/or any local government of municipal by-laws.

**x) Water level Monitoring**

Water level measurement is to be recorded prior to the capping of the borehole.

**xi) Disinfection**

On completion of cleaning of borehole and water quality testing the borehole shall be disinfected with a solution of 0, 5 kg HTH mixed in 250 litres of water.

**xii) Reaming**

Where a borehole has previously been drilled a smaller diameter than that required, the original borehole should be reamed to the required diameter as specified by the Engineer. Reaming shall comprise the widening of the existing borehole using rotary percussion air flush methods for varying borehole diameters advanced through all types of consolidated rock formations encountered. Reaming shall be to one of the following diameters: 202 mm, 219 mm, 254 mm, and 205 mm.

**PA1.5 CASING, PERFORATED CASING AND SCREENS**

**i) General**

The Contractor shall supply casings, perforated casings and screens as specified in the Schedule of Rates or as specified otherwise by the Engineer. Mild steel casing will be used predominantly.

All material to be used shall be new and undamaged and shall be supplied and delivered as such on site.

**ii) Plain Casing**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Plain casing shall be used as outer and / or inner lining to a borehole and shall be made of either mild or steel or PVC depending on the nature of the formation and as determined by the Engineer.

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 (as specified) and shall be level edged. All PVC casing shall be minimum CLASS (as specified) and shall threaded both ends. All steel casing shall be weld jointed and all PVC casing joined with threaded sockets unless otherwise specified by the Engineer.

Casing shall be installed to depths as specified by Engineer. 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. Refer to figures 2.2 and 4 for typical construction details of casing installations.

### iii) **Perforated Casing**

Perforated casing shall be used as an inner lining to a borehole where collapsing conditions occurs at water bearing horizons and for production boreholes. The perforated casing shall be made of either mild or stainless steel or PVC as determined by the Engineer and shall comply with the requirements of Clause 2.5 (ii) for plain casings. The perforated casings shall be installed under supervision to levels as given by the Engineer. The casing may be perforated on-site, or factory perforated as specified by the Engineer.

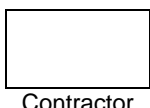
#### (a) **Perforation on-site**

The manner in which the perforations are to be cut is shown in Figure 5 (To be compiled by compiler). The width of the perforations shall be as specified by the Engineer 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.

#### (b) **Factory Perforated Casing**

The manners in which the perforations are to be cut are shown in figure 5 (To be compiled by compiler). The perforated casing shall comprise 200mm long slots at 150 mm intervals with an effective open area of a minimum 2% or as otherwise specified by the Engineer. The perforations shall be cut clean and square and shall be flush with the casing wall. The casing wall shall be guided and supported by casing centralizers were requested by the Engineer.

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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

**iv) Screens**

Where production boreholes are constructed, the Engineer may request that stainless steel, wedge wire Johnson screens (or equivalent) be installed at the water bearing horizons. The diameter, slot size and % open area of the screens shall be determined by the Engineer. A minimum 0, 25 mm slot size and minimum 20% open area is allowed for in this contract.

The screens shall be installed under supervision to levels as given by the Engineer.

**v) 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 requirement of Clause 1.5 (ii).

**PA1.6      BOREHOLE CONSTRUCTION**

**i) 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 the stipulated duration as specified in paragraph 2.4 (ix), approval from the Engineer must be obtained. Development by means of flushing and blowing large volumes of water shall be carried out using either air surging, air jetting, or such other standard techniques as may be directed by the Engineer.

Where there is insufficient natural water in the borehole then sanitized water shall be imported to site by the Contractor to augment the low yielding borehole.

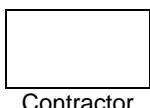
**ii) Jetting Borehole**

High pressure water jetting to effectively develop a sand filter shall be carried out in a screened borehole at the instruction and supervision of the Engineer. The jetting tool to be used is detailed in Figure 6.

**iii) Formation Stabilizer / Gravel pack**

Where collapsing conditions are found, formation stabilizer is to be inserted in the annular space of the borehole and perforated casing at depths specified by the Engineer. Formation stabilizer material shall be rounded; uniform and clean gravel with a grain size varying between 6 and 14 mm. Sieved, and washed river gravel can also be accepted. Samples of formation stabilizer must be submitted to the

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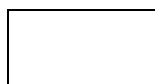
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



Engineer for approval before placement. Refer to Drawing Figure 2, .2 and 4 for typical construction details.

**iv) Filter Pack**

A filter pack installed between the annular space of the borehole and the Engineer may specify perforated casing or screens for boreholes where specific geological conditions are encountered. The filter material shall comprise clean, graded sand and /or gravel (as specified) and shall be trimmed to the levels as specified by the Engineer. Sanitized water shall be used for this purpose.

**v) Grout Back / Bentonite Seal**

Where specific levels in a borehole require to be sealed off, the Engineer shall specify a grout backfill or bentonite seal. The grout shall comprise a mixture of bentonite, sand and cement as specified by the Engineer.

**vi) Capping of Borehole**

On completion of the borehole the Contractor shall cap the borehole by completely welding a 2 mm thick steel cover onto the protruding steel casing or by permanently affixing a PVC cap onto the protruding PVC casing. It is the responsibility of the Contractor to ensure that the capping is not broken off and the borehole not damaged.

A borehole identification number will be inscribed onto the capping as given in Clause 1.7.

**vii) Plugging of unsuccessful borehole**

Where the unsuccessful borehole is drilled, or a borehole abandoned or lost the outer casing may not be removed.

A borehole identification number and the word DRY will be inscribed onto the capping as given in Clause 1.7.

**viii) Blow Yield Testing**

The Contractor shall carry out a blow yield test after completion of drilling of the borehole as specified by the Engineer. The blow yield test comprises the constant displacement of ground water at optimum yield using air flush methods with the yield measured by draw –off pipe and bucket method.

**PA1.7 BOREHOLE NUMBER IDENTIFICATION**

Each new borehole shall be allocated borehole Number issued to the Contractor by the Engineer. It is the responsibility of the Contractor to clearly inscribe the Borehole Number for each new borehole as follows:

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

Position	Type	Method of Inscription	Details Inscribed
Borehole capping (for capped successful and unsuccessful Boreholes)	Steel cover	Welding	Borehole No. Wet or Dry
	PV cap	Indelible Marker Pen	

## PA 1.8 CESSATION OF DRILLING ACTIVITIES

The termination, at any stage, of drilling operations on a particular borehole shall rest with the Engineer.

## PA 1.11 REPORTS

The Contractor shall accurately record the following reports:

Name	Description	Supplied
Borehole Drilling Report	An accurate record for each borehole of borehole No., 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

The Contractor shall not be paid for work invoiced unless the abovementioned reports pertaining to the work invoiced has been satisfactorily submitted.

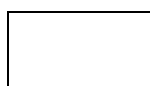
The Contractor shall submit each report to the Engineer within 2 days of completion of the work as detailed in the Report. Failure to do so shall be regarded as non-performance in terms of the contract and will be subjected to the conditions of the contract.

## PA1.12 TESTING PROCEDURES

i) The boreholes allocated to the Contractor shall be tested by means of –

- a. Sequential step-draw –down tests. Four (4) steps of 100 minutes duration each shall be executed.

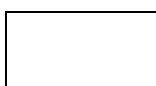
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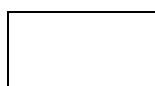
Contractor



Witness 1



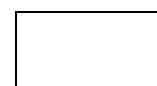
Witness 2



Employer



Witness 1



Witness 2

- b. Recovery measurements shall be in the same fashion as above, but not necessarily have to coincide with the discharges volumes as measured with the step-draw-test.
  - c. Constant discharge test with a minimum duration of 4 hours up to a maximum of 48 hours.
- ii) Water level measurements shall be taken in the pumped hole. Accuracy of less than 10 mm is required. Time intervals for pumping and recovery tests are detailed on the forms supplied with this tender.
- iii) Water samples shall be taken during the test period. The Engineer will supply sampling bottles.
- iv) Discharge shall be measured twofold either:
  - a. by using stopwatch and cubic tank or drum not smaller than 220 litres.
  - b. by means of a calibrated measuring device of approved design with a range with a range of 0, 2 – 20 l/s.
- v) The discharge pipeline should be of sufficient diameter to cope with flows of 20 l/s and should have a length of 100m or more above ground with facilities for extension of up to 400m.
- vi) The pump(s) should be capable of a variable discharge between 6 000 litres per hour and 220 000 litres per hour. The pump(s) shall be inserted to a depth varying as determined by the Engineer.
- vii) Prescribed data sheets should be signed and submitted to the Engineer on completion of tests on each borehole.
- viii) The site and borehole collars and caps, if disturbed, shall be restored to the original state unless instructed to the contrary. Caps to be welded flush to the casing.
- ix) The Contractor should state whether he has, or will have, equipment with a discharge capacity of up to 150 00 litres per hour.
- x) The Contractor will be responsible for water level measurements in observation boreholes within 100 meters of the pumped borehole, if available. The timing of these water level measurements is to be the same as those for the constant yield but will be determined by the Engineer.
- xi) The Contractor should ascertain before every test with a dummy run that the erection and lowering of this equipment would cause no damage to either the borehole or his own equipment. Any such damage or loss of equipment is the Contractor's liability.

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

- xii) If, for some reason the Contractor discovers the borehole to be blocked during the dummy run his equipment is to be removed, the borehole capped, and the Engineer informed.
- xiii) Once the pump test that comprises 4 step tests, which extends to a water level recovery measurement followed by a constant discharge test has commenced, followed by recovery measurement, the Contractor shall not interrupt or terminate the testing procedure until completion thereof.

Test pumping of water boreholes must be in line with the SANS 0299-4 1998 code of Practice or latest revised code.

#### **PA1.13            INSTALLATION OF HAND PUMP**

Hand pumps must be installed complete as per supplier's guidelines and the typical drawing as provided by the engineer. The hand pumps will be mono Orbit type or similar approved by the engineer.

#### **PA 1.14           SUPERVISION**

The Contractor is to provide a suitable experienced drilling foreman who is required to supervise and direct the work at all times, and who will be responsible.

- a. confirmation of borehole positions (with allocated Borehole Numbers) as set out by the Engineer.
- b. supervision of drilling operations.
- c. reporting of water strike levels and recording blow yield measurement and borehole construction.
- d. preparation of all field reports.

#### **PA 2                MEASUREMENT & PAYMENT**

##### **PA 2.1            GENERAL**

The Contractor under this Contractor is considered to be an expert groundwater borehole driller and is expected to organize and carry out the work specified hereunder in a competent manner. Drilling problems encountered 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 limitation placed by this Specification.

##### **PA 2.2            ESTABLISHMENT**

Unit: no

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The rate is inclusive of provision of all equipment, plant, personnel and facilities that are necessary to perform the work as required per rig with establishment thereof at the first borehole site only and de-establishment on completion of the work order.

### PA 2.3 RELOCATION OF BOREHOLE EQUIPMENT

#### a) Set-up

..... Unit: no

The rate is inclusive of all transport and personnel required for relocation of the rig and all plant equipment from one borehole site to another site and the set-up thereof. The provision of sumps is included in the Rotary Mud set –up.

#### b) Travel

.....Unit: km

Moves involving travel over and above the first 10 km travel in Payment 2.2 (a)

### PA 2.4 WATER

### HAULAGE

..... Unit: m<sup>3</sup>

Where additional water is required to be hauled to site in order to satisfactorily carry out Rotary Mud Drilling (Payment Items 2.11), Development of Borehole (Payment 2.12) and Jetting of Borehole (Payment 2.12). The rate is inclusive of all water supply equipment and personnel required to draw and contain water and the haulage thereof from water source to site. Payment shall be made as follows: Unit rate per cubic metre (m<sup>3</sup>)/(km) of water hauled.

### PA 2.5 TRANSPORT OF SPECIAL ITEMS.....

Unit: km

The rates are to include for the provision of suitable vehicular transport and personnel for additional transport of Odex Casing Shoes (Payment Item 2.5) Special Casings and / or Screens (Payment Item 2.25) or Additional Items (Payment 2.27) as directed by the Engineer.

### PA 2.6 AIR

### PERCUSSION

DRILLING..... Unit: m

The rates for Air Percussion Drilling are based on the diameter and cover all costs for labour, plant, materials and fuel required for advancement of borehole to specified depths, and which are not covered under other payment items. The Contractor shall be paid a rate per borehole diameter per linear metre advanced for depth ranges up to 200 m under Payment Item 2.6.

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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

**PA 2.7      AIR      PERCUSSION.      DRILLING:      THROUGH      BOULDERS**  
**(ALLUVIUM).....** **Unit: m**

The rate provides for all additional labour, plant, materials, and fuel required for the successful advancement of the borehole through alluvial boulder layers of any thickness overlying the consolidated rock formation where standard air percussion drilling methods are ineffective. The rates are determined as a drilling rate per borehole diameter for the drilling depth range 0 – 50 m as provided in Payment Item 2.7.

**PA 2.8      ODEX      AIR      PERCUSSION      DRILLING**  
..... **Unit: m**

The rates for Odex Air Percussion Drilling are based on diameter and cover all costs for labour, plant, material, and fuel required for all successful advancement of the borehole through collapsible layers of any thickness overlying the consolidated rock formation where standard air percussion drilling methods are proved to be ineffective, and which are not covered under other payment items. The Contractor shall be paid at a rate per linear metre advanced as per borehole diameter of 165 mm only for the depth range of 0 - 100 m under Payment Item 2.8.

**PA 2.9      ODEX AIR PERCUSSION CASING SHOE.....**  
**Unit: no**

Where Odex Air Percussion drilling is required a casing shoe shall be used.

Where the requirement for Odex drilling has not been specified in the work order and if special transport of the casing shoe is required the transport costs thereof shall be covered under Payment Item 2.5.

**PA      REAMING.....** **2.10**  
**...      Unit: m**

The rates provide for an additional labour, plant, material and fuel required for reaming a smaller diameter borehole to a larger diameter as specified by the Engineer. The Contractor shall be paid at a rate per linear metre advanced for the depth range up to 150 m under Payment Item 2.10.

**PA 2.11      ROTARY      MUD      DRILLING**  
..... **Unit: m**

The rates for Rotary Mud Drilling are based on diameter and cover all costs for labour, plant, material, and fuel required from advancement of borehole to specified depths and which are not covered under the other payment items.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall be paid a rate per linear metre advanced for the depth range up to 150 m under Payment Item 2.11.

**PA 2.12      DEVELOPMENT      OF**  
**BOREHOLE..... Unit: hr**

The borehole development time rate is to cover all the time effectively spent on borehole development as instructed by the Engineer. The Contractor is deemed to have all the necessary equipment on site for development.

On completion of drilling a borehole, a minimum of 2 hours of development is deemed to be necessary cleaning out of the borehole. The Contractor shall be paid at an hourly rate under Payment Item 2.12.

If additional water is required for jetting the water haulage cost thereof shall be covered under Payment Item 2.4.

**PA 2.13      JETTING      OF**  
**BOREHOLE..... Unit: hr**

The rate is to cover all special equipment used and time effectively spent on jetting the borehole a minimum 6 hours as instructed by the Engineer. The Contractor is deemed to have all the necessary equipment on site for jetting under payment Item 2.12.

If additional water is required for jetting the water haulage cost thereof shall be covered under Payment Item 2. 14.

**PA2.14      INSERTION      OF**  
**CASING..... Unit: m**

The rate provides for the insertion of permanent casings in boreholes as instructed by the Engineer under Payment Item 2.14.

**PA 2.15      REMOVAL      OF**  
**CASINGS..... Unit: m**

There shall be no payment for removal of casing in boreholes declared lost or in which the casing cannot be set in position due to misalignment or other operational problems. Removal of casing as instructed by the Engineer under Payment Item 2.15.

**PA 2.16      INSTALLATION OF FACTORY PERFORATED CASING AND OR SCREENS**  
**.....**  
**... Unit: m**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## Unit: m

PA 2.18 PACK.....	FORMATION	STABILIZER	/	GRAVEL Unit: m <sup>3</sup>
----------------------	-----------	------------	---	--------------------------------

**PA 2.19**      **FILTER PACK.....**  
**Unit: m³**

To take into account the higher cost of a special supply of filter material (specified by the Engineer) payment shall be made for the supply and insertion of a minimum 0, 5 m<sup>3</sup> of filter pack at a time.

PA 2.20      GROUT      BACKFILL      /      BENTONITE  
SEAL..... Unit: m

## PA 2.21 CAPPING OF BOREHOLE

The rate for capping of a borehole of varying diameter includes the provision and affixing of the steel or PVC cover to the steel or PVC casing respectively and the inscription of the borehole number identification thereof under Payment Item 2.21.

**PA 2.22      SUPPLY OF MILD STEEL CASING, SPECIAL CASINGS, AND SCREENS**

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..... **Unit:**

**m and no**

Payment under Payment Item 2.22 for the cost of supply, transport, delivery, and safe keeping on site of mild steel casing, special casing and screens of varying diameter and wall thickness with fittings as given in Section 6: Schedule of Rates and as specified by the Engineer shall be on the basis of proven cost with a percentage mark-up of 12% on the net price (excluding VAT). Payment shall be made only for materials used and shall be calculated for each completed borehole. No claims for extra payment will be entertained by reason of remoteness. The Contractor shall purchase the specified casings and screens on the basis of competitive quotes as approved by the Engineer.

There shall be no payment for casings and screens declared lost or made unusable due to damage thereof.

Where the requirement for special casings and screens has not been specified in the work order and if special transport as approved by the Engineer is required to deliver these items to site the cost thereof shall be made in accordance with payment Item 2.5: Transport of Special Items.

#### **PA 2.23      ADDITIONAL ITEMS**

Where additional Items are specified by the Engineer and rates are not included in the Schedule of Rates, the cost thereof shall be recovered on the basis of proven cost with a percentage mark up of 12 % on the net price (excluding VAT).

Payment shall be made only for material used and shall be calculated for each completed borehole. No claim for extra payment will be entertained by reason of remoteness. The Contractor shall purchase specified materials on the basis of competitive quotes as approved by the Engineer.

The 'proven cost' shall then be approved by the Engineer on the following basis:

**a. Materials** ..... **Unit:**  
**TBS**

Original Invoices and receipts provided by the Contractor.

**b. Labour** .....  
**Unit: hr**

A day work rate with calculations based on the aggregate of the gross remuneration of the workmen and of the foremen for the time they are actually engaged on the work concerned.

#### **PA 2.24      TESTING OF BOREHOLES**

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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

**a. Yield test, constant discharge test, recovery measurement & travelling**

.....  
... **Unit: No**

The rate per borehole will include:

- (i) Setup, test run, installation, calibration, of equipment

The rate shall cover all cost for setup, "dummy run, "installation and calibration of equipment for each test.

- (ii) Travelling relocating testing equipment

The rate shall cover all cost incurring for travelling and moving plant between boreholes for testing of boreholes.

- (iii) Sequential step – draw – down tests of 110 minutes duration

The rate will cover the cost for executing all necessary processes for each step separately.

- (iv) Recovery measurement to 80% of static water level

The rate shall cover the cost for all proceedings during the period at an hourly rate.

- (v) Constant discharge test

The rates cover the cost to perform the test and will be measured separately for (a) Blow yield and (b) time.

**b. Sampling of water and test if potable**

The rate shall cover the cost the cost for taking a water sample per borehole according to the minimum requirements, the correct transporting of the sample to a commercial laboratory and the subsequent tests to determine whether the water is acceptable for long terms human consumption.

**PA 2.27 HANDPUMP**

**INSTALLATION.....**

**Unit: No**

The rate shall cover the cost for supply, deliver, install and test of the hand pump with the Concrete base as shown in the drawing. The hand pump will be mono Orbit type or similar Set complete with pump element, gear drive, columns, shafts for each borehole as Specified.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**PA 3.1 Elevated**

**tank**  
**Unit: No**

The rate shall cover the cost for supply, deliver, install and test the STORAGE Tank with the steel stand of 6m high as detail by the supplier.

**PA 3.2 WINDMILLS SPECIFICATION**

Specifications were obtained from the Southern Cross Industries windmill design manual.

1. Windmill Sizes  
Wind pumps are sized by the diameters of the rotor or fan, not by the height of the tower. They are mounted to the sizes are listed below:

- a. 2.5m diameter wheel
- b. 3.0m diameter wheel
- c. 3.7m diameter wheel
- d. 4.3m diameter wheel
- e. 6.3m diameter wheel
- f. 7.5m diameter wheel

2. Wind pump Gearboxes

Two types of gearboxes, differences are that climax windmill uses ball bearings and the Southern Cross Babbitt or white metal.

3. Pumps

Pumps are manufactured of brass and are installed at the bottom of the source. The sizes and the specifications are listed below:

SIZE PUMP CYLINDER (mm)

SIZE MILL		44	51	64	76	90	102	115	128	153
2.5	HEAD (m)	41	34	24	17	13	10	9	7	5
	L/DAY	3980	5205	8140	11705	15930	20820	26345	32525	46845
3.0	HEAD (m)	70	60	43	32	25	20	16	13	9
	L/DAY	3885	5070	7930	11430	15545	20295	25700	31730	45685
3.7	HEAD (m)	96	80	58	43	33	26	21	17	12
	L/DAY	4205	5475	8570	12365	16820	21955	27800	34320	49410

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

4.3	HEAD (m)	140	110	81	66	52	37	33	27	19
	L/DAY	3590	4705	7365	10000	13615	20070	22500	27775	40000
6.3	HEAD (m)			125	98	76	61	47	38	27
	L/DAY			15000	21400	29100	38200	48200	59600	8600
7.5	HEAD (m)			162	130	107	85	67	55	38
	L/DAY			15000	18200	29500	38600	48600	60000	86000

#### 4. Pipes

Water pumped from the bottom of the borehole is conveyed to the surface via steel pipes in three-meter lengths, which are held together by couplings. The pump rods which connect the pump to the windmill operate inside the steel pipes. The steel pipes are screwed into the brass pump. The steel pipes are supported to stop them from falling down the borehole by base plates or clamps. The base plates are installed at the surface of the borehole which clamp on the steel pipes.

Two types of gearboxes, differences are that climax windmill uses ball

#### PA 3.2 No

#### Installation of windmills .....Unit:

The rate shall cover the cost for supply, deliver and assembly of a complete windmill, comprising of gearbox, wheel, tail, chasse ladder, brake band, piping, tower cap, 3 post Stub tower and 44mm dia, cylinder pump. (Turbex or similar approved).

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Form 2F: Local Content Declaration

SBD 6.2

## **DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

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

### **1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9. (1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

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Employer

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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](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

## 2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals.
- 2.2. **“Bid price”** price offered by the bidder, excluding value added tax (VAT).
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state.
- 2.4. **“Designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
- 2.5. **“Duly sign”** means a Declaration Certificate for Local Content that has been signed by the 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).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“Local content”** means that portion of the bid price, which is not included in the imported content, provided that local manufacture does take place.
- 2.8. **“Stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**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:**

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

- 4.1 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 are accessible on [www.reservebank.co.za](http://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.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as, correct?  
(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor: .....
- (b) Practice number: .....
- (c) Telephone and cell number: .....
- (d) Email address: .....

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**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/industrialdevelopment/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
- (ii) the declaration templates have been audited and certified to be correct.

(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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

# ANNEXURES

Annexure A: Service Level Agreement

Annexure B: Annex C

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## Annexure A: SERVICE LEVEL AGREEMENT

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

***GERT SIBANDE DISTRICT MUNICIPALITY***



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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## SERVICES LEVEL AGREEMENT

Between

“GERT SIBANDE DISTRICT MUNICIPALITY”

And

.....

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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Contractor

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Employer

Witness 1

Witness 2

15. WARRANTY OF AUTHORITY

16. SEVERABILITY

17. SERVICE REQUESTS

18. FORMALITIES

19. ENVIRONMENT

20. WHOLE AGREEMENT

THEREFORE, THE PARTIES CONCLUDE THEIR AGREEMENT ON THE FOLLOWING TERMS AND CONDITIONS: -

1. PRECEDENCE

The terms and conditions of this agreement shall take precedence over any other terms and conditions that may have been discussed by the parties.

2. DURATION

2.1 Notwithstanding the date of signature, this agreement shall commence on ..... and shall continue **for a period of twelve (12) months**, unless terminated by either party giving **30 days' notice in writing** to the other party.

3. SERVICES

3.1. .... shall provide the goods as quoted in an order form to be the attached when the services are required

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

#### 4. PAYMENT TERMS

4.1 ..... shall submit an invoice to GSDM for the provision of services on monthly basis.

4.2 GSDM shall pay the amount charged within *30 days* of the date of invoice into the bank account nominated by the  
.....

#### 5. OBLIGATIONS OF .....

..... as a service provider shall render the following services:

**As and when required provide items of Consumables listed on the attached Annexure:**

#### 6. ADMINISTRATION OF THE SERVICE

The Service Provider must ensure that they have the resources available (both staff and systems) to ensure that the goods requested are available on order.

#### 7. CHANGE IN CIRCUMSTANCES

If the circumstances surrounding the fulfilment of this agreement should alter materially from those prevailing at the time of signature of this agreement, then the parties undertake to renegotiate such of the terms and provisions of this agreement as may be necessary to ensure that this agreement remains fair and equitable to each of the parties.

#### 8. BREACH OF AGREEMENT

8.1 If a dispute arises between the parties concerning any matter relating to this agreement, then both parties shall enter into negotiations, in good faith, in order to resolve the matter.

8.2 If the parties are unable to resolve the matter between them, they may but are not obligated to refer the matter to arbitration. The arbitrator may in turn appoint an independent expert in the field in which the dispute has arisen, provided that both parties accept and agree on the arbitrator and his

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



choice of independent expert and the terms and conditions of his appointment. The arbitrator shall decide the matter, and both parties shall agree to be bound by his decision.

8.3 In the event that the parties are unable to resolve the matter, or fail to agree on either an arbitrator or an expert, or the terms and conditions of his appointment, or if either party is in repeated breach of this agreement, then the party who has been aggrieved shall give written notice to the other party calling on it to remedy any breach of the agreement. If the other party fails to remedy the breach within 7 (seven) days of receipt of the notice, then the aggrieved party may elect to cancel the agreement, or to demand specific performance, without prejudice to its rights to claim damages and without prejudice to any other rights it may have in law.

## 9. JURISDICTION

Both Parties consent to the jurisdiction of the Magistrate's Court in respect of any action or proceedings which may be brought against either of them by the other; provided that either party shall be entitled to bring any proceedings in the High Court where such proceedings would, but for this consent, fall outside the jurisdiction of the Magistrate's Court.

## 10. ADDRESS FOR RECEIPT OF NOTICES AND DOCUMENTS

10.1 The parties choose the following as their addresses for the receipt of any notices or documents in terms of this agreement, including any documents that may be issued by a court of law:

10.1.1: Physical Address:

: Gert Sibande District Municipality –  
: Cnr Joubert & Oosthuise Street.  
: Ermelo  
2350

10.1.2 : Postal Address:

: P/Bag X 1748  
: **ERMELO**  
: 2350

Fax : 017 811 1207

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Tel : 017 811 7000 / 7055

10.1.3: Postal Address: Service Provider :

:  
:  
:  
:  
:

Cell :

10.2.1 Either party may change the address given above on written notice to the other, provided that the address is a physical place of business or residence, and not merely a postal address.

10.2.1 Every notice shall be deemed, unless the contrary is proved, to have been received: If delivered by hand, on the date of delivery.

10.2.2 If sent by prepaid registered post, 7 (seven) days after the date on which the notice is posted.

10.2.3 If sent by fax, on the first business day after the date of successful transmission of the fax.

## 11. VARIATION

No variation, alteration or consensual cancellation of this agreement shall be of any force or effect, unless in writing and signed by all of the parties.

## 12. WAIVER

No indulgence which either party may grant to the other shall constitute a waiver of any of the rights of that party, who shall not thereby be precluded from exercising any of its rights against the other party which may have arisen in the past or which might arise in the future.

## 13. GENERAL

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

13.1 Unless the context indicates otherwise the rights and obligations of any party arising from this agreement shall devolve upon and bind its successors-in-title.

13.2 Prior drafts of this agreement shall not be admissible in any proceedings as evidence of any matter relating to any negotiations preceding the signature of this agreement.

13.3 Neither party may cede or assign any of their rights or obligations in terms of this agreement to any person, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

#### **14. CONFIDENTIALITY AND PROTECTION OF PROPRIETARY INFORMATION**

14.1 All of the details of this Agreement shall be considered as confidential and shall not be given in any form whatsoever to a third party, without prior written consent of the other party. This excludes any necessary information required by a third party in order to give effect to the provisions of this agreement.

#### **15. WARRANTY OF AUTHORITY**

15.1 Both parties, and the persons signing on behalf of the parties, warrant their authority to conclude this agreement.

15.2 Both parties further warrant that there is nothing that influence or prevent any of the provisions of this agreement from being enforced.

#### **16. SEVERABILITY**

If any provision of this agreement is invalid or unenforceable for any reason, it will not thereby invalidate the whole agreement, unless the provision in question goes to the heart of the agreement. In such event, the party who is adversely affected by the invalid provision may elect to cancel the agreement; or to continue with it or continue with it subject to agreement on any appropriate provision to replace the invalid or unenforceable one.

#### **17. SERVICE REQUESTS**

In support of services outlined in this Agreement, the Service Provider will respond to service requests submitted by the Customer within the stipulated time frame of project as per Tender Document

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

## 18. FORMALITIES

The parties agree that they will do all things and sign all documents necessary to give effect to the terms of this agreement.

## 19. ENVIRONMENT

The service provider shall ensure that all goods, services and works supplied in terms of the contract conform to all applicable environmental legislation.

## 20. WHOLE AGREEMENT

This written agreement constitutes the entire agreement between the parties, and no representation by any of the parties or their agents, whether made prior or subsequent to the signing of this agreement shall be binding on any of the parties unless in writing and signed by the parties.

Thus, done and signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 2022

AS WITNESSES For: \_\_\_\_\_

1 \_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

Who by his/her signature warrants that he/she is duly authorised

AS WITNESSES For: \_\_\_\_\_

1 \_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

Who by his/her signature warrants that he/she is duly authorised

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Contractor




Witness 1



Witness 2



Employer



Witness 1



Witness 2

## Annexure B: Gert Sibande DM Supply Chain Management Policy (2020)

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

Please refer to the Gert Sibande District Municipality website : [https://www.gsibande.gov.za/Supply/Chain/supply\\_chain\\_documents](https://www.gsibande.gov.za/Supply/Chain/supply_chain_documents) for the SCM Policy dated Thursday, November 9, 2020.

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Contractor

Witness 1

Witness 2

Employer

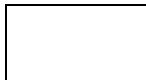
Witness 1

Witness 2

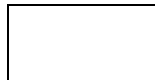
## Annexure C: Annex C N/A

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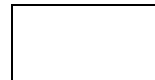
Contractor



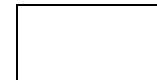
Witness 1



Witness 2



Employer



Witness 1



Witness 2



Local Content Declaration - Summary Schedule		
(C1) Tender No.	Annex C	
(C2) Tender description:		
(C3) Designated product(s)		
(C4) Tender Authority:		
(C5) Tendering Entity name:		
(C6) Tender Exchange Rate:	Pula <input style="width: 50px;" type="text"/> EU <input style="width: 50px;" type="text"/> GBP <input style="width: 50px;" type="text"/>	
(C7) Specified local content %		

**Note:** VAT to be excluded from all calculations

Calculation of local content								Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B  _____ Date: _____	<div>(C20) Total tender value</div> <div>(C21) Total Exempt imported content</div> <div>(C22) Total Tender value net of exempt imported content</div> <div>(C23) Total Imported content</div> <div>(C24) Total local content</div> <div>(C25) Average local content % of tender</div>
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Witness 1

Witness 2

Employer

Witness 1

Witness 2

## Annex D

### Imported Content Declaration – Supporting Schedule to Annex C

(D1) Tender No.		<b>Note: VAT to be excluded from all calculations</b>					
(D2) Tender Description							
(D3) Designated							
		Pula		EU		GBP	

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)
<i>This total must correspond with Annex C - C 21</i>									(D19) Total exempt imported value		

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 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	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

									<b>(D32) Total imported value by tenderer</b>		

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 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	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
									<b>(D45) Total imported value by 3rd party</b>		

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<b>B. Imported directly by the Tenderer</b>			<b>Calculation of foreign currency payments</b>								<b>Summary of payments</b>
<b>Type of payment</b>	<b>Local supplier making the payment</b>	<b>Overseas beneficiary</b>	<b>Foreign currency value paid</b>	<b>Tender Rate of Exchange</b>							<b>Local value of payments</b>
<i>(D46)</i>	<i>(D47)</i>	<i>(D48)</i>	<i>(D49)</i>	<i>(D50)</i>							<i>(D51)</i>
					<b>(D52) Total of foreign currency payments declared by tenderer and/or 3rd party</b>						
					<b>(D53) Total of imported content &amp; foreign currency payments - (D32), (D45) &amp; (D52) above</b>						
										<b>This total must correspond with Annex C - C 23</b>	
<u>Signature of tenderer from Annex B</u>											
Date:											

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Annex E**

**SATS 1286.2011**

**Local Content Declaration - Supporting Schedule to Annex C**

<b>Tender description:</b> <b>Designated products:</b> <b>Tender Authority:</b> <b>Tendering Entity name:</b>			<b>Note: VAT to be excluded from all calculations</b>
<b>Local Products (Goods, Services and Works)</b>	<b>Description of items purchased</b> <i>(E6)</i>	<b>Local suppliers</b> <i>(E7)</i>	<b>Value</b> <i>(E8)</i>
			% Of LC
	<b>(E9) Total local products (Goods, Services and Works)</b>		
<b>Manpower costs</b>	<b>(E10) (Tenderer's manpower cost)</b>		

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Factory overheads**

(E11) (Rental, depreciation & amortisation, utility costs, consumables etc.)

**Administration overheads and mark-up**

(E12) (Marketing, insurance, financing, interest etc.)

**(E13) Total local content**

**Signature of tenderer from Annex B**

**This total must correspond  
with Annex C - C24**

\_\_\_\_\_  
Date:

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2