



agriculture

Department:
Agriculture
PROVINCE OF THE EASTERN CAPE

EASTERN CAPE PROVINCIAL GOVERNMENT

DEPARTMENT OF AGRICULTURE

**BID FOR PROFESSIONAL SERVICES FOR THE SITING, DRILLING,
TESTING AND CASING OF BOREHOLE AT TSHUZE IN WINNIE
MADIKIZELA MANDELA LM, IN ALFRED NZO DISTRICT.**

ALF 25/26-0006

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|--|--|
| Directorate: Supply Chain Management Deputy Director DEPARTMENT OF AGRICULTURE Alfred Nzo District Private Bag X 3523 KOKSTAD | Directorate: Engineering Services Control Engineering Technician DEPARTMENT OF AGRICULTURE Alfred Nzo District Private Bag X 3523 KOKSTAD |
| Contact: Name: Mr. V Dumezweni Telephone: 067 419 2243 E-mail: Vusumzi.Dumezweni@ecagriculture.gov.za | Contact: Name: Mr. S Gwebushe Telephone: 081 030 8827 E-Mail: siviwe.gwebushe@ecagriculture.gov.za |
| Tenderer _____ _____ | |
| CSD Number: _____ | |
| LOGIS Number: _____ | |
| Preference Points Claimed: _____ | |
| Closing date on tender: 14 APRIL 2025 at 11:00 | |
| Total of the prices inclusive of applicable taxes: R _____ | |

The Tender

Reference no: ALF- 25/26 - 0006

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Drilling & Testing REV 1 01/03/2023

The Tender

EASTERN CAPE PROVINCIAL GOVERNMENT

DEPARTMENT OF AGRICULTURE

BID FOR PROFESSIONAL SERVICES FOR THE SITING, DRILLING, TESTING AND CASING OF BOREHOLE AT TSHUZE IN WINNIE MADIKIZELA MANDELA LM, IN ALFRED NZO DISTRICT.

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PART 1: TENDERING PROCEDURES

1.1

Tender Notice and Invitation to Tender

EASTERN CAPE PROVINCIAL GOVERNMENT

DEPARTMENT OF AGRICULTURE

BID FOR PROFESSIONAL SERVICES FOR THE SITING, DRILLING, TESTING AND CASING OF BOREHOLE AT TSHUZE IN WINNIE MADIKIZELA MANDELA LM, IN ALFRED NZO DISTRICT.

T1.1 Tender Notice and Invitation to Tender

| | |
|----|--|
| 1. | <p>The DEPARTMENT OF AGRICULTURE, Eastern Cape Provincial Government, invites tenders for Siting, drilling and Testing of a borehole.</p> <p>The works shall include the following:</p> <ul style="list-style-type: none">• PROFESSIONAL SERVICES FOR THE SITING, DRILLING, TESTING AND CASING OF BOREHOLE AT TSHUZE IN WINNIE MADIKIZELA MANDELA LM, IN ALFRED NZO DISTRICT• Tshuze Co-ordinates: 30°52'00"S, 29°31'07.8"E |
| 2. | <p>Tender documents will be available during working hours after 08:00 as of 26 March 2025 until the day before the tenders close and can be downloaded free of charge from the Departmental website (www.drdar.gov.za) or https://etenders.treasury.gov.za/</p> |
| 3. | <p>A compulsory site inspection and clarification meeting will be held on 09 April 2025 at 11:00 at Department of Agriculture, ERF 92 Matwebu Street, Mbizana, 4800 After the Clarification meeting the prospective tenderers will be taken to the site to familiarize themselves with the conditions of the roads and site. No documents will be sold at the site inspection meeting. No late attendance will be entertained. Prospective tenderers are welcome to contact the technician responsible for the project on any information required. The technician's details are indicated at point 21 below.</p> |
| 4. | <p>The completed tender document and any supporting documentation shall be placed in a single sealed envelope clearly marked "CONTRACT NO: ALF 25/26-0006: BID FOR PROFESSIONAL SERVICES FOR THE SITING, DRILLING, TESTING AND CASING OF BOREHOLE AT TSHUZE IN WINNIE MADIKIZELA MANDELA LM, IN ALFRED NZO DISTRICT." and deposited in the tender box at: THE DEPARTMENT OF AGRICULTURE, not later than 11:00 on 14 April 2025 when the tender box will close. Tenderers should ensure that tender documents are delivered timeously to the correct address. If the tender is late, it will not be accepted for consideration.</p> |
| 5. | <p><i>Tenders will be opened in public immediately after closing time where the name of the tenderer, the financial offer, preference points claimed and proposed period for completion will be read out loud.</i></p> |
| 6. | <p>All submitted certificates must be valid for 90 days after the Tender Closing Date.</p> |
| 7. | <p>In terms of Preferential Procurement Regulation of 2022 the 80/20 preference point system is applicable.</p> |
| 8. | <p>The Department is targeting specific goals in accordance to the Supply Chain Management Policy 2023 with reference to the Preferential Procurement Regulations 2022 The tenderers must submit verification documentation in proof of the preferential points claimed on SDB 6.1, according to table below:</p> |

The Tender

| No | Specific Goals | Preference Points allocated out of the 20 | Documentation to be submitted by bidders to validate their claim for points |
|----|--|---|--|
| 1 | An EME or QSE which is at least 51% owned by black people | 10 | <ul style="list-style-type: none"> • ID Copy • CIPC (Company registration) • CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) |
| 2 | Located in the municipal area or District municipality or Metro. | 2 | <ul style="list-style-type: none"> • Municipal rates account OR • Letter from councilor confirming residence OR • Lease Agreement |
| 3 | An EME or QSE which is at least 51% owned by women | 4 | <ul style="list-style-type: none"> • ID Copy • CIPC (Company registration) • CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) |
| 4 | An EME or QSE which is at least 51% owned by youth (up to 35 years of age) | 2 | <ul style="list-style-type: none"> • ID Copy • CIPC (Company registration) • CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) |
| 5 | An EME or QSE which is at least 51% owned by people with disability | 2 | <ul style="list-style-type: none"> • ID Copy • CIPC (Company registration) • CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) • Medical certificate • SASSA registration or confirmation of disability from a relevant authority. |

A trust, consortium or joint venture must obtain and submit documented proof for each party of such trust, consortium or joint venture.

9. All tenderers must be registered on the National Treasury Centralized Suppliers Data Base, before the closing date of tenders and provide the information.
Invalid or non-submission of the following documents will render the Bidder disqualified:

- **Tax compliance status and company directors of bidders will be verified on CSD for all price quotations and bids. Hard copies of Tax Clearance Certificate and CK documents are therefore no longer needed to be attached in the bid.**
- **Company Profile**
- **JV Agreement (if Applicable)**
- **Proof of CSD registration (active & recently updated)**
- **Proof of professional registration (SACNSP & GSSA)**

10. Part of the works cannot be sub contracted without prior approval from the Engineer.

11. **Bidder's project leader/project manager/project management staff must be an active registered professional scientist with the South African Council for Natural Scientific Professions (SACNSP) as a Geo Hydrologist and The Geological Society of South Africa (GSSA) and must be an active member of the Ground Water Division specialist group. Certified copies of membership must be provided and not older than three (3) months.**

12. The tender with the lowest price or any tender offer will not necessarily be accepted.

13. **For a project to the value of R 3.0 million and more, a Bidder/Contractor who is not from the Eastern Cape Province, must sub-contract 25% of the contract value to a Bidder/Contractor within the Eastern Cape Province.**

14. All tenders must be submitted on the official forms – (not to be re-typed). Telephonic, telegraphic, e-mail or facsimile will not be accepted.

| | |
|-----|--|
| 15. | Failure to supply all supplementary information, certificates and documentation may result in the tender being rendered non-responsive. |
| 16. | This tender is subject to the National Treasury General Conditions of Contract (July 2010) and, if applicable, any other Special Conditions of Contract (SCC). |
| 17. | Bidders must submit in terms of point 15 above, the following with the bid submission: i) Proof of the CSD registration of the subcontractor(s). ii) Provide details of which items in the bill of quantities will be part of the subcontracting agreement. |
| 18. | Important: <ul style="list-style-type: none"> • Failure to submit a fully completed and signed bid document such as Bill of Quantities, work program etc. will result in the bid not being further considered. • Gross calculation errors, and omissions in the Bill of Quantities, will render the bid non-responsive. • Gross under and over pricing will also render the bid as non-responsive. |
| 19. | NB: Bidders should note that this forms part of a batch of tenders included into the Department of Agriculture infrastructure program within the Eastern Cape; the employer reserves the right not to award more than TWO projects to be executed simultaneously within the province. The department as a procuring entity will conduct a risk assessment based on amounts and nature of the commodity for the final decision vs the bidder's capacity. |
| 20. | Administrative enquiries should be directed to: Mr. Vusumzi Dumezweni Tel : 067 419 2243 Email: vusumzi.dumezweni@ecagriculture.gov.za |
| 21. | Technical enquiries should be directed to: Ms. Sphokazi Cele Tel: 078 119 4467 Email: sphokazi.cele@ecagriculture.gov.za |

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

| |
|--|
| 1. BID SUBMISSION: |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. |
| 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7). |
| 2. TAX COMPLIANCE REQUIREMENTS |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. |
| 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. |
| 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. |
| 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE." |

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:



agriculture

Department:
Agriculture
PROVINCE OF THE EASTERN CAPE

POPI - CONSENT FORM

| | |
|--|--|
| Contractor/Service Provider/Supplier: | |
| Bid/Quotation No.: | |
| Project Description: | |
| Duration of Contract: | |
| Contract Value: | |

CONSENT TO PROCESS PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT, NO. 4 OF 2013 (POPIA)

The purpose of the POPIA is to protect personal information of individuals and businesses and to give effect to their right of privacy as provided for in the Constitution. By signing this form, you consent to your personal information to be processed by the Department of Agriculture and consent is effective immediately and will remain effective until such consent is withdrawn.

- I a natural person "herein referred to as the Data Subject" with ID No.....hereby give my consent to the Agriculture "herein referred to as the Responsible Party" to collect, process and distribute my personal information where Agriculture is legally required to do so.
- I understand my right to privacy and the right to have my personal information processed in accordance with the conditions for the lawful processing of personal information.
- I understand the purposes for which my personal information is required and for which it will be used and consent to third parties accessing my personal information and to Agriculture sharing my personal information strictly for reporting purposes.
- I understand that, should I refuse to provide Agriculture with the required consent and/ or information, the Agriculture will be unable to assist me.
- I declare that all my personal information supplied to Agriculture is accurate, up to date, not misleading and that it is complete in all respects and will be held and/ or stored securely for the purpose for which it was collected and that I will immediately advise Agriculture of any changes to my Personal Information should any of these details change.
- I also understand that I have the right to request that my personal information be corrected or deleted, if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, or obtained unlawfully or that the personal information or record be destroyed or deleted if the responsible party is no longer authorized to retain it.

Signed at..... On this day of20.....

.....

Signature of data subject/ designated person

.....
Name & Surname/Departmental Responsible Party **Signature** **Date**

The Tender

1.2

Bid Rules

EASTERN CAPE PROVINCIAL GOVERNMENT

DEPARTMENT OF AGRICULTURE

BID FOR PROFESSIONAL SERVICES FOR THE SITING, DRILLING, TESTING AND CASING OF BOREHOLE AT TSHUZE IN WINNIE MADIKIZELA MANDELA LM, IN ALFRED NZO DISTRICT.

1.1 Tender Notice and Invitation to Tender

1.1.1 Tender Notice

The DEPARTMENT OF AGRICULTURE, Eastern Cape Provincial Government, invites tenders for Supply and delivery of fencing material.

The works shall include the following:

PROFESSIONAL SERVICES FOR THE SITING, DRILLING, TESTING AND CASING OF BOREHOLE AT TSHUZE IN WINNIE MADIKIZELA MANDELA LM, IN ALFRED NZO DISTRICT.

•Tshuze, Co-ordinates: 30°52'00"S, 30°21'39"E

TENDER RULES AND REQUIREMENTS:

1. Bid Documents

The Bidder shall satisfy himself that the documents received are correct, complete and sufficient to be the basis of a *bona fide* tender. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated. Should a Bidder not accept that the documents issued can form the basis of a *bona fide* bid, the Deputy Director SCM shall be requested to correct the discrepancy, ambiguity, missing or illegible information prior to the submission of bids? The submission of a *bona fide* bid shall absolve the Employer, Deputy Director SCM, from any liability whatsoever for any error in a bid due to the foregoing.

Furthermore, no request for the revision of the Bid Sum as a result of such error shall be considered by the Employer after the closing date and hour set for the submission of bids.

3. Submission of Bids

Clearly marked bids in sealed envelopes shall be submitted at the place and **before the closing time** stated in the Bid Notice.

Electronic, faxed, or telegraphic bids will not be accepted.

4. Deposit on Documents

The deposit on bid documents will not be refunded.

5. Notice to Bidders

Should any additions or alterations to the documents as issued to bidders be deemed necessary prior to the date for submission of bids, these will be issued to bidders in the form of Notices to Bidders and these will form part of the bid document.

The Notices to Bidders shall be completed where applicable by bidders, signed, dated and returned with the bid documents.

5. Completion of Bid Documents

The Tender

Bidders will only be considered on receipt of this bid document correctly completed with all insertions in black ink.

Bidders are required to complete and sign, where applicable, all forms to be completed by bidder.

Bidders are required to indicate the detail of their offer at the space provided in the PRICING SCHEDULE (SBD 3.1) and Contract Form (SBD 7.1) included in this document.

No unauthorized alteration shall be made to the document. Mistakes made by the bidder in the completion of the **SERVICES PARTICULAR SPECIFICATIONS OR PRICING SCHEDULE**, forms, etc. shall not be erased nor erasing fluid used. A line shall be drawn through the incorrect entry and the correct entry shall be written above and the correction initialed by the bidder.

All information is to be provided on the forms provided in Bid Document. Should the provided space be insufficient, additional information should be attached to the back of the appropriate forms.

Failure to comply with any of the foregoing clauses may invalidate the bid.

Bids may also be rejected if they show any additional items not originally included in the bid documents, irregularities of any kind in either the bid form or other documents, or if the amounts tendered in the bid form are obviously unbalanced and the bidder, after having been called upon to adjust same in a reasonable manner, **fails to do so within a period of seven days of having received notification to that effect.**

6. Signing of Bids

The bid must be signed by a person duly authorized to do so. In the case of a bid being submitted on behalf of a Company, Close Corporation, Partnership or Joint Venture, such bid shall be accompanied by a certified copy of a resolution of the Board of Directors of such Company, Close Corporation or other suitable authority in the case of a Partnership or Joint Venture, in terms of which the nominee is authorised to sign on behalf of the business entity.

A bid submitted by a corporation must bear the seal of the corporation and be attested by its CEO. Bidders submitted by joint ventures of two or more firms must be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

The joint venture documentation is also to clearly state that all its parties will remain severally and jointly bound for the duration of the defects liability period, as well as setting out how matters will be dealt with that may arise as latent defects once the joint venture has dissolved. If due to any unforeseen reasons the joint venture dissolves during the defects liability period, the agreement must clearly state how the liability will be dealt with in terms of honoring all the responsibilities it may still have with regards to the due performance of all contractual issues that could arise.

7. ALLOWANCE FOR CONTRACT PRICE ADJUSTMENT

There will be **no allowance for Contract Price Adjustment.**

8. SCHEDULE OF QUANTITIES

Bidders shall note that all quantities in the schedule are provisional and substantial alterations to individual quantities could occur.

Should the bidder be in doubt as to the description of any items, or the meaning of any measurement or payment clause, clarification shall be obtained in writing from the Chief Engineer and this correspondence shall be submitted with the bid.

The Chief Engineer will not consider claims submitted on the basis of misunderstanding of or omissions from the description of scheduled items or measurement or payment clauses.

9. BID ALL INCLUSIVE

Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data. Bidders are not entitled add VAT to the tender price, nor to claim the VAT if they are not VAT registered vendors.

10. PERIOD OF VALIDITY OF BIDS

The period of validity of bids shall be **90 days** from the closing date for submission of bids.

Should the bidder withdraw or retract his bid within the period of validity, or should the bidder fail to take up the Contract when notified in accordance with the General Conditions of Contract, or fail to furnish approved sureties or insurances within the period specified, then he shall pay either the difference between his bid and a less favourable bid accepted, or if the Employer decides to invite fresh bids, all additional expenses which the Employer has to incur in this regard, as well as any difference between his bid and the accepted new bid. The Employer may, however, fully or partly exempt a bidder from the provisions of this sub rule if he is of the opinion that the circumstances justify the exemption.

11. EVIDENCE OF SUPPLIERS / CONTRACTORS / CONSULTANTS EXPERIENCE

Bidders shall fill in details of goods and services supplied or work previously and successfully executed by them of a similar nature to that for which this bid is being submitted in the Form provided in this document. In the case of joint ventures or consortiums, the work experience of each firm is to be submitted.

Failure to provide this information may deem the bid as being submitted by an inexperienced bidder and it may be rejected for such reason. If the Bidder having been called upon to provide information in a reasonable manner, **fails to do so within a period of seven (7) days of having received notification to that effect.**

12. INSURANCES

In accordance with Clause 7 of the General Conditions of Contract and Special conditions of Contract, the successful bidder will be required to provide to the satisfaction of the employer a copy of the insurance documentation showing that the insurance policies required in terms of the General Conditions of Contract have been taken out and provide proof of payment of the premiums for the insurances required.

13. DECLARATION OF GOOD STANDING REGARDING TAX

Bidders are not required to submit an original Tax Clearance Certificate with their bid as this will be verified on CSD.

14. FINANCIAL INVESTIGATION

The Employer reserves the right to appoint an accountant to report on the financial resources of any bidder. The bidder shall provide all reasonable help in such investigation and ensure that the necessary documentation is provided within seven days of being called upon to do so.

15. AMENDMENTS TO BID BY EMPLOYER

15.1 Arithmetical Errors

The Employer reserves the right to correct arithmetical or other errors in the extension of rates and totals in the bid. The bidder will be informed about the effect of any corrections on his bid sum prior to acceptance of the bid. **In no case will the BID SUM be adjusted when such errors are corrected.**

15.2 Imbalance in Tender Rates

The Tender

In the event of there being any rate or rates which are declared to be unacceptable by the Employer for reasons which the Employer will indicate, the bidder will be requested -

- (a) to justify any specific rate or rates, i.e. to give a financial breakdown of how such rate or rates were obtained,
- (b) and subsequently to consider amending and adjusting such rate or rates while retaining the bid sum derived under sub-clause 15.1 unchanged and fixed. It must be understood that in the event of the **bidder refusing to adjust any rate or rates to the satisfaction of the Employer, such refusal may prejudice his bid.**

Important:

- **Gross calculation errors, and omissions in the Bill of Quantities, will render the bid non-responsive.**
- **Gross under and over pricing will also render the bid as non-responsive.**

16. COST OF BID

Any expenses or losses, which may be incurred by the bidders in the preparation and submission of their bids, shall be for the account of the bidders.

18. DISQUALIFICATION OF BID

The bid of any bidder who has not conformed to these Bid Rules and the instructions reflected in the official Bid Notice or pricing instruction may be disqualified at the discretion of the Employer.

19. DELEGATION OF AUTHORITY BY EMPLOYER

The Employer may delegate any power vested in him by virtue of these Bid Rules to an officer or employee of the Employer.

20. BID RULES ARE BINDING

The bid rules as well as the instructions given in the official Bid Notice, Scope of works and Pricing Instruction, shall be binding on all bidders submitting bids for the services stated in the bid documents.

21. BID ACCEPTANCE

The Employer does not bind himself to accept the lowest or any bid. The Employer may award different items to different bidders.

22. ADJUDICATION OF BIDS

22.1 Bidders Qualifying for Adjudication

Only bidders meeting the following requirements will be eligible for adjudication in terms of the preference point system:

- (i) Bidder has complied with all the bid rules.
- (ii) The tender offer is signed by a person authorized to sign on behalf of the Tenderer;
- (iii) The Tenderer or a competent authorised representative of the Service provider/ Consultant/Contractor who submitted the tender has attended the compulsory clarification meeting and site verification inspection;
- (iv) Bidder has compiled all the declarations. (SBD 4 & 6.1);
- (v) The Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- (vi) The Tenderer has not:
 - abused the Employer's Supply Chain Management System;
 - or failed to perform on any previous contract and has been given a written notice to this effect;
- (vii) Bidder has adequate resources available with regards to financial resources and personnel;

- (viii) The Bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;
- (ix) Having completed and attached the agreement form with a manufacturer / supplier / importer / contractor to deal, repair equipment and execute services.
- (x) Having submitted a balanced bid with respect to unit rates and sums.
- (xi) Any bidder from **outside the Province, must sub-contract a minimum of 25% of the work contract value to a nominated Local Service provider. The bidder must procure input materials from Local Suppliers where possible and appoint unskilled labour from within the locality of the project if labour is needed**
- (xii) Bidders must attach documentation to proof preferential points claimed.

In order to ensure that the procurement point allocation for the financial components is not distorted by unreasonably low prices and to protect the integrity of the process, only bids that is considered to be reasonable, will be evaluated.

22.2 Procurement Points System

Bids will be adjudicated using the 80/20 or 90/10 point's formula

- the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included).

22.3 Financial Components

Max 80 points (80/20 formula)
Max 90 points (90/10 formula)

The points scored for the financial component will be calculated using the formula as set out in SBD 6.1

22.4 Targeted Specific Goals

Max 20 points (80/20 formula)
Max 10 points (90/10 formula)

The Department is targeting specific goals in accordance to the Supply Chain Management Policy 2023 with reference to the Preferential Procurement Regulations 2022 The tenderers must submit verification documentation in proof of the preferential points claimed on SDB 6.1, according to table below:

| No | Specific Goals | Preference Points allocated out of the 20 | Documentation to be submitted by bidders to validate their claim for points |
|----|--|---|--|
| 1 | An EME or QSE which is at least 51% owned by black people | 10 | <ul style="list-style-type: none"> • ID Copy • CIPC (Company registration) • CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) |
| 2 | Located in the municipal area or District municipality or Metro. | 2 | <ul style="list-style-type: none"> • Municipal rates account OR • Letter from councilor confirming residence OR • Lease Agreement |
| 3 | An EME or QSE which is at least 51% owned by women | 4 | <ul style="list-style-type: none"> • ID Copy • CIPC (Company registration) • CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) |

| | | | |
|---|--|---|--|
| 4 | An EME or QSE which is at least 51% owned by youth (up to 35 years of age) | 2 | <ul style="list-style-type: none"> • ID Copy • CIPC (Company registration) • CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) |
| 5 | An EME or QSE which is at least 51% owned by people with disability | 2 | <ul style="list-style-type: none"> • ID Copy • CIPC (Company registration) • CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) • Medical certificate • SASSA registration or confirmation of disability from a relevant authority. |

Bidders must submit documentation to proof preferential points claimed.

A trust, consortium or joint venture must obtain and submit documented proof for each party of such trust, consortium or joint venture.

23. PROJECT COMPLETION TIME FRAME

The Bidder shall complete the works within 2 Months after the receipt of order.

24. PENALTY

The Bidder's attention is drawn to the forms which contain a declaration statement.

The Employer reserves the right to take legal action against bidders who tendered information that are later found to be incorrect.

If the Bidder fails to deliver any Services/works within the period specified in the contract, or within any extension thereof granted by the Employer, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 22.

25. LEGAL ASPECTS

If, after the date of the Contract Agreement, the cost or duration of the services is altered as a result of changes in, or additions to any statute, regulation or by-law, or in the requirements of any authority having jurisdiction over any matter in respect of the Contract, then the agreed remuneration and time for completion shall be adjusted in order to reflect the impact of those changes.

PART 2 RETURNABLE DOCUMENTS

2.1

List of Returnable Documents

EASTERN CAPE PROVINCIAL GOVERNMENT

DEPARTMENT OF AGRICULTURE

BID FOR PROFESSIONAL SERVICES FOR THE SITING, DRILLING, TESTING AND CASING OF BOREHOLE AT TSHUZE IN WINNIE MADIKIZELA MANDELA LM, IN ALFRED NZO DISTRICT.

2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1 Returnable Schedules required only for tender evaluation purposes

- Certificate of authority for joint ventures (where applicable)
- Compulsory Enterprise Questionnaire
- Record of Addenda to Tender Documents
- Schedule of the Tenderer's Experience

2 Other documents required only for tender evaluation purposes

- Proof of registration on the CSD and copy of active and updated certificate attached.
- Contractors Proof of Registration with SACNSP and Ground Water division
- Documented proof of points claimed for Specific goals.

3 Returnable Schedules that will be incorporated into the contract

- Preferencing Schedule SBD 6.1

4 Other documents that will be incorporated into the contract

- Declaration of validity of information.
- Declaration of Interest - SBD 4.
- Certificate of tenderer's visit to clarification/site meeting.
- Tenderer's Banking detail confirmation.
- Surety and Bank details (if needed).
- Certificate: Confirmation of supply arrangements between the bidder and his/her supplier

5 The offer portion of the C1.1 Offer and Acceptance

6 Bills of quantities

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by 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 and any contract resulting from it on our behalf.

| NAME OF FIRM | ADDRESS | DULY AUTHORIZED SIGNATORY |
|--------------|---------|--|
| Lead partner | | Signature. Name. Designation. |
| | | Signature. Name. Designation. |
| | | Signature. Name. Designation. |
| | | Signature. Name. Designation. |

Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

| Name* | Identity number* | Personal income tax number* |
|-------|------------------|-----------------------------|
| | | |
| | | |
| | | |

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number.
 Close corporation number.
 Tax reference number.

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the National Council of Province <input type="checkbox"/> a member of the board of directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature |
|--|---|

If any of the above boxes are marked, disclose the following:

| Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder | Name of institution, public office, board or organ of state and position held | Status of service (tick appropriate column) | |
|---|---|---|-----------------------|
| | | Current | Within last 12 months |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

| Name of spouse, child or parent | Name of institution, public office, board or organ of state and position held | Status of service (tick appropriate column) | |
|---------------------------------|---|---|-----------------------|
| | | Current | Within last 12 months |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date _____

Name Position _____

Enterprise name

Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause C.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

| Page | Clause or item | Proposal |
|------|----------------|----------|
| | | |

Signed

Date

Name

Position

Tenderer

Schedule of The Tenderer's Experience: Completed Projects

The following is a statement of similar work successfully executed by myself / ourselves over the past five (5) years:

| Employer, contact person and telephone number. | Description of contract | Value of work inclusive of VAT (Rand) | Date contract started | Date contract completed |
|--|-------------------------|---------------------------------------|-----------------------|-------------------------|
| | | | | |

Signed

Date

Name

Position

Tenderer

Schedule of The Tenderer’s Experience: – Current Projects

Tenderers must submit a max of one-page description of projects under execution/ on hold/ or just awarded/ or towards completion (if they exist). **Attach an Appointment letter for each of the projects provided.**

The description of each project must include the following information:

1. Essential introductory information:
 - 1.1 Name of project.
 - 1.2 Name of client.
 - 1.3 Contact details of client. (including telephone numbers and email addresses) of currently contactable references.
 - 1.4 The period during which the project was performed, and also, if this is different.
 - 1.5 Cost of supply and delivery and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project).

| NO. | NAME OF PROJECT. | NAME OF CLIENT. | CONTACT DETAILS OF CLIENT. | PROJECT VALUE | STAGE OF PROJECT |
|-----|------------------|-----------------|----------------------------|---------------|------------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

SIGNATURE OF TENDERER:
(of person authorised to sign on behalf of the Tenderer)

DATE:

Contractors Certificate of registration on CSD

[The tenderer shall submit the Contractor's Certificate of Registration on the CSD. Failure to submit the certificate with the tender document will lead to the conclusion that the tenderer is not registered on the National Treasury Central Suppliers Database and therefore not eligible to tender].

Contractors Proof of Registration with SACNSP and Ground Water division

[The tenderer shall submit the project leader/project manager/project management staff registration as a Professional Scientist with the South African Council for Natural Scientific Professions (SACNSP) as a Geo Hydrologist and The Geological Society of South Africa (GSSA) and must be an active member of the Ground Water Division specialist group. Certified copies of membership must be provided and not older than three (3) months. Failure to submit the registration certificates with the tender document will lead to the conclusion that the tenderer is not registered with SACNSP and therefore not eligible to tender].

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

| | POINTS |
|--|---------------|
| PRICE | 80 |
| SPECIFIC GOALS | 20 |
| Total points for Price and SPECIFIC GOALS | 100 |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|---|---|
| An EME or QSE which is at least 51% owned by black people | N.A. | 10 | | |
| Located in the municipal area or District municipality or Metro. | N.A. | 2 | | |
| An EME or QSE which is at least 51% owned by women | N.A. | 4 | | |
| An EME or QSE which is at least 51% owned by youth (up to 35 years of age) | N.A. | 2 | | |
| An EME or QSE which is at least 51% owned by people with disability | N.A. | 2 | | |
| Total | N.A. | 20 | | |

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....
4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

| | |
|---|----------------------------------|
| SIGNATURE(S) OF TENDERER(S) | |
| SURNAME AND NAME: | |
| DATE: | |
| ADDRESS: | |

I declare that the information provided is true and correct, the signature to the tender document is duly authorised and documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the DEPARTMENT OF AGRICULTURE.

DATE **SIGNATURE OF DECLARER**

POSITION OF DECLARER

NAME OF COMPANY OR TENDERER

Should the tenderer have, in the opinion of the DEPARTMENT OF AGRICULTURE, acted fraudulently illegally, in bad faith or in any improper manner, misrepresented itself with regard to the tender, then the DEPARTMENT OF AGRICULTURE may, in its sole discretion:

- * Ignore any tenders without advising the tenderer thereof
- * Cancel the contract without prejudice to any legal rights the DEPARTMENT OF AGRICULTURE may have

Should the tenderer disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between the DEPARTMENT OF AGRICULTURE and such tenderer.

BIDDER’S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder’s declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,

employed by the state? **YES/NO**

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

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

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

The Tender

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

| | |
|-----------|----------------|
| | |
| Signature | Date |
| | |
| Position | Name of bidder |

The Contract

PART C1: AGREEMENT AND CONTRACT DATA

EASTERN CAPE PROVINCIAL GOVERNMENT

DEPARTMENT OF AGRICULTURE

BID FOR PROFESSIONAL SERVICES FOR THE SITING, DRILLING, TESTING AND CASING OF BOREHOLE AT TSHUZE IN WINNIE MADIKIZELA MANDELA LM,IN ALFRED NZO DISTRICT..

SBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works/services described in the attached bidding documents to (name of institution) Department of Agriculture in accordance with the requirements and specifications stipulated in bid number **ALF 25/26-0006** or **BID FOR PROFESSIONAL SERVICES FOR THE SITING, DRILLING, TESTING AND CASING OF BOREHOLE AT TSHUZE IN WINNIE MADIKIZELA MANDELA LM,IN ALFRED NZO DISTRICT.**
2. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
3. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Bid Rules;
 - Returnable Documents as requested;
 - (ii) Scope of works;
 - (iii) Pricing Data, viz
 - Pricing instructions
 - Pricing schedule(s);
 - Pricing summary;
 - Payment clause;
 - (iv) Contract Form;
 - (v) Conditions of Contract viz'
 - General Conditions of Contract; and
 - Special Conditions of Contract;
4. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
5. **THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS**
.....
..... Rand (in words);
R (in figures) (or other suitable wording)
6. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

The Tender

- 7. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 8. I confirm that I am duly authorised to sign this contract.

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 bidder before the end of the period of validity stated in the bid data, whereupon the bidder becomes the party named as the Consultant identified in the contract data.

NAME (PRINT) _____
CAPACITY _____
SIGNATURE _____
NAME OF FIRM _____
DATE _____

| | |
|-----------|-------|
| WITNESSES | |
| 1 | _____ |
| 2 | _____ |
| DATE: | _____ |

PART 2 (TO BE FILLED IN BY THE EMPLOYER)

ACCEPTANCE

1. By signing this part of this form of offer and acceptance, the employer identified below accepts the bidder's offer. In consideration thereof, the employer shall pay the consultant the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the bidder's offer shall form an agreement between the employer and the bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.
2. The terms of the contract, are contained in the bid document:
3. Deviations from and amendments to the documents listed in the bid data and any addenda thereto as listed in the bid schedules as well as any changes to the terms of reference of the offer agreed by the bidder and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorized representative(s) of both parties.
4. The bidder shall within two weeks after receiving a completed copy of this agreement and order, 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 bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.
5. Notwithstanding anything contained herein, this agreement comes into effect on the date when the bidder receives one fully completed copy of this document, including the schedule of deviations (if any). Unless the bidder (now contractor) within five 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 bidding contract between the parties.

NAME (PRINT) _____
CAPACITY _____
SIGNATURE _____
NAME OF FIRM _____
DATE _____

| | |
|-----------|-------|
| WITNESSES | |
| 1 | _____ |
| 2. | _____ |
| DATE: | _____ |

Schedule of Deviations

- 1 Subject _____
 Details _____
- 2 Subject _____
 Details _____
- 3 Subject _____
 Details _____

By the duly authorized representatives signing this schedule of deviations, the employer and the bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the bid data and addenda thereto as listed in the bid schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the bidder and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the bid documents and the receipt by the bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

For the bidder:

NAME (PRINT) _____
 CAPACITY _____
 SIGNATURE _____
 NAME OF FIRM _____
 DATE _____

| | |
|-----------|-------|
| WITNESSES | |
| 1 | _____ |
| 2 | _____ |
| DATE: | _____ |

For the Employer

NAME (PRINT) _____
 CAPACITY _____
 SIGNATURE _____
 NAME OF FIRM _____
 DATE _____

| | |
|-----------|-------|
| WITNESSES | |
| 1 | _____ |
| 2 | _____ |
| DATE: | _____ |

PART C2 – PRICING DATA

C 2.1

Pricing Instructions

EASTERN CAPE PROVINCIAL GOVERNMENT

DEPARTMENT OF AGRICULTURE

BID FOR PROFESSIONAL SERVICES FOR THE SITING, DRILLING, TESTING AND CASING OF BOREHOLE AT TSHUZE IN WINNIE MADIKIZELA MANDELA LM, IN ALFRED NZO DISTRICT..

C2.1 Pricing Instructions

1. GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, and the Specifications (Particular Specifications).

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up in accordance with the requirements of the equipment needed.

The short descriptions of the items in the Bill of Quantities are for identification purposes only and the measurement and payment clause of the Standardized Specifications and the Particular Specifications, read together with the relevant clauses of the Project Specification, set out what ancillary or associated work and activities are included in the rates for the items specified.

3. QUANTITIES REFLECTED IN THE SCHEDULE

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications. Unless otherwise stated, items are measured net in accordance with the specifications, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

4. PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion of all the work described and as shown as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based.

Each item shall be priced and extended to the "Total" column by the tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the tenderer omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. No additional payment or correction will be allowed after closing of tender.

All items for which terminology such as "inclusive" or "not applicable" have been added by the tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The tenderer shall fill in rates for all items where the words "rate only" appears in the "Total" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;

The Tender

- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The tenderer shall however note that in terms of the Tender Data the tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

All rates and amounts quoted in the Bill of Quantities shall be in rand and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities.

A price or rate is to be entered, in **BLACK INK**, against each item in the Bill of Quantities.

5. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialed by the tenderer.

6. ARITHMETICAL ERRORS

Arithmetical errors found in the Bill of Quantities because of faulty multiplication or addition, will be corrected by the Engineer at the tender evaluation stage, as set out in the Tender Data.

Important:

- **Gross calculation errors, and omissions in the Bill of Quantities, will render the bid non-responsive.**
- **Gross under and over pricing will also render the bid as non-responsive.**

7. UNITS OF MEASUREMENT

The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Non-standard abbreviations that may appear in the Bill of Quantities are as follows:

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

| | | |
|----------------|---|-----------------|
| % | = | percent |
| Dia | = | diameter |
| h | = | hour |
| ha | = | hectare |
| kg | = | kilogram |
| kl | = | kiloliter |
| km | = | kilometer |
| l | = | liter |
| m | = | meter |
| mm | = | millimeter |
| m ² | = | square meter |
| m ³ | = | cubic meter |
| No. | = | number |
| Prov sum | = | Provisional sum |
| PC sum | = | Prime Cost sum |
| R/only | = | Rate only |
| sum | = | lump sum |
| t | = | ton (1000 kg) |

C 2.2

Bill of Quantities

PRICING SCHEDULE – FIRM PRICES

(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

NAME OF BIDDER: _____

BID FOR PROFESSIONAL SERVICES FOR THE SITING, DRILLING, TESTING AND CASING OF BOREHOLE AT TSHUZE IN WINNIE MADIKIZELA MANDELA LM, IN ALFRED NZO DISTRICT.

SUMMARY OF PRICING SCHEDULE

| | |
|--|-------------|
| SECTION A: PROFESSIONAL SERVICES FEES | R _____ |
| SECTION B: SECTION B: BOREHOLE SITE ESTABLISHMENT, MOVES AND DE-ESTABLISHMENT | R _____ |
| BOREHOLE DRILLING | R _____ |
| SECTION C: BOREHOLE TESTING | R _____ |
| SUBTOTAL | R _____ |
| ADD 5% CONTINGENCIES | R _____ |
| SUBTOTAL | R _____ |
| ADD 15% VAT | R _____ |
| TOTAL BID AMOUNT | R _____ |

Total Bid Amount in Words: _____

- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s)

- Period required for delivery

- Delivery basis
*Delivery: Firm/not firm

SIGNED: _____ NAME OF SIGNATORY (IN CAPITALS): _____

SIGNED ON THIS THE _____ DAY OF _____ OF THE YEAR 20_____

ON BEHALF OF _____

TELEPHONE NUMBER: (_____) _____ FAX NUMBER: (_____) _____

I/we choose domicilium citandi et executandi at _____
_____ in the Republic of
South Africa.

PAYMENT

- Part Payment will be made available after the full delivery of all materials for each site as per items as specified in the Bill of Quantities are verified according specifications of each site.
- Payment will only be effected after the Employer's Representative in the District has verified compliance as correct according to specifications.

The bid price shall include full compensation for supply, delivery, off-loading and staging of the fencing material at the mentioned sites.

BILL OF QUANTITIES

BID FOR PROFESSIONAL SERVICES FOR THE SITING, DRILLING, TESTING AND CASING OF BOREHOLE AT TSHUZE IN WINNIE MADIKIZELA MANDELA LM,IN ALFRED NZO DISTRICT.

CONTRACT NO. ALF 25/26-0006

Having examined all the documents, I/we bid as follows:

ALF 25/26-0006

BOREHOLES

SECTION A: PROFESSIONAL SERVICES FEES

| ITEM NO | PAYMENT | DESCRIPTION | UNIT | QTY | RATE | AMOUNT | |
|----------------------------------|---------|--|------|-----|------|--------|---|
| | | | | | | R | c |
| | | SECTION A: PROFESSIONAL SERVICES FEES | | | | | |
| A.1 | | PROFESSIONAL SERVICES FEES | | | | | |
| A.1.1 | PC 35.1 | Preparation of Execution Plan | Sum | 1.0 | | | |
| A.1.2 | PC 35.2 | Desktop Study | Sum | 1.0 | | | |
| A.1.3 | PC 35.3 | Hydro-census Field Survey/Geophysical Investigations | No. | 1.0 | | | |
| A.1.4 | PC 35.4 | Geophysical Borehole Site Selection | No. | 2.0 | | | |
| A.1.5 | PC 35.5 | Management of Borehole Drilling Process | No. | 1.0 | | | |
| A.1.6 | PC 35.6 | Management of Borehole Yield and Water Testing | No. | 1.0 | | | |
| A.1.7 | PC 35.7 | Technical Reporting/Close out Report | No. | 1.0 | | | |
| A.1.8 | PC 35.8 | Registration of Borehole at DWS | No. | 1.0 | | | |
| A.1.9 | PC 35.9 | Contract management meetings | No. | 2.0 | | | |
| Total Carried Forward To Summary | | | | | | | |

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BOREHOLES

SECTION B: BOREHOLE SITE ESTABLISHMENT, MOVES AND DE-ESTABLISHMENT

| ITEM NO | PAYMENT | DESCRIPTION | UNIT | QTY | RATE | AMOUNT | |
|----------------------------------|----------|--|------|-----|------|--------|---|
| | | | | | | R | c |
| | | SECTION B: BOREHOLE SITE ESTABLISHMENT, MOVES AND DE-ESTABLISHMENT | | | | | |
| B.1 | | ESTABLISHMENT AND PLANT SET-UP | | | | | |
| B.1.1 | PC 35.10 | Mobilization and plant set-up of plant to and at first borehole | Sum | 1.0 | | | |
| B.1.2 | PC 35.11 | Inter-hole movement of plant on site not exceeding 2km. | No. | 1.0 | | | |
| B.2 | | DE-ESTABLISHMENT | | | | | |
| B.2.1 | PC 35.12 | De-establishment from drilling site | Sum | 1.0 | | | |
| Total Carried Forward To Summary | | | | | | | |

ALF 25/26-0006

BOREHOLES

SECTION B: BOREHOLE DRILLING

| ITEM NO | PAYMENT | DESCRIPTION | UNIT | QTY | RATE | AMOUNT | |
|---------|----------|--|-----------|---------|------|--------|---|
| | | | | | | R | c |
| | | SECTION B: BOREHOLE DRILLING | | | | | |
| B.4 | | DRILLING (Unconsolidated sediments and igneous, metamorphic and fractured carbonate rocks) | | | | | |
| B4.1 | PC 35.13 | 215mm diameter Percussion rotary Air Drilling (12m starter borehole per hole) | m | 12.0 | | | |
| B4.2 | PC 35.13 | 165mm diameter Percussion Rotary Air Drilling | m | 160.0 | | | |
| B.5 | | DRILLING (Highly Abrasive Rocks e.g. Quartzite) | | | | | |
| B.5.1 | PC 35.13 | 215mm diameter Percussion Rotary air Drilling (m) | Rate Only | | | | |
| B.5.2 | PC 35.13 | 165mm diameter Percussion Rotary Air Drilling (m) | Rate Only | | | | |
| B.6 | | CASING (Supply, delivery and installation) | | | | | |
| B.6.1 | PC 35.14 | 200mm OD UPVC Class 12 flush fit treated (starter drilling casing) | m | 12.0 | | | |
| B.6.2 | PC 35.14 | 141mm OD UPVC class 12 (Solid, 1mm solid flush fit treated) | m | 60.0 | | | |
| B.6.3 | PC 35.14 | 141mm OD UPVC class 12 (Slotted, 1mm slotted flush fit treated) | m | 30.0 | | | |
| B.7 | | REAMING OF BOREHOLES | | | | | |
| B7.1 | PC 35.13 | 152/165mm diameter to 203/219mm diameter | m | 42.0 | | | |
| B.8 | | RECOVERY OF STEEL CASING | | | | | |
| B.8.1 | PC 35.15 | Recovery Steel Casing at Dry Borehole (m) | m | 12.0 | | | |
| B.9 | | FORMATION STABILIZER & BOREHOLE DEVELOPMNET | | | | | |
| B.9.1 | PC 35.16 | Formation Stabilizer (Supply, deliver and installed) (9.5mm gravel pack-1000kg/hole) | kg | 1,000.0 | | | |
| B.9.2 | PC 35.17 | Borehole Development for minimum period of 2 hours per hole | hours | 4.0 | | | |
| B.10 | | CONCRETE COLLAR/PLINTH (Complete per Borehole) | | | | | |
| B.10.1 | PC 35.18 | Concrete Collar/Plinth (Complete per Borehole) | No. | 1.0 | | | |
| B.11 | | SANITARY SEAL (Complete per Borehole) | | | | | |
| B.11.1 | PC 35.19 | Type 1 (305mm Hole & 254mm ID Casing) | No. | 1.0 | | | |

| | | |
|-----------------------|--|--|
| Total Carried Forward | | |
|-----------------------|--|--|

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BOREHOLES

SECTION B: BOREHOLE DRILLING

| ITEM NO | PAYMENT | DESCRIPTION | UNIT | QTY | RATE | AMOUNT | |
|----------------------------------|----------|---|------|-----|------|--------|---|
| | | | | | | R | c |
| Brought Forward | | | | | | | |
| B.12 | | SECTION B: BOREHOLE DISINFECTION | | | | | |
| B.12.1 | PC 35.20 | Borehole Disinfection (Complete per Borehole) | No. | 1.0 | | | |
| B.13 | | BOREHOLE PROTECTION | | | | | |
| B.13.1 | PC 35.21 | Borehole Protection (Complete per Borehole) | No. | 1.0 | | | |
| B.14 | | BOREHOLE MARKING | | | | | |
| B.14.1 | PC 35.22 | Borehole Marking (Complete per Borehole) | No. | 1.0 | | | |
| Total Carried Forward To Summary | | | | | | | |

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BOREHOLES

SECTION C: BOREHOLE TESTING

| ITEM NO | PAYMENT | DESCRIPTION | UNIT | QTY | RATE | AMOUNT | |
|----------------------------------|----------|---|-------|------|------|--------|---|
| | | | | | | R | c |
| | | SECTION C: BOREHOLE TESTING | | | | | |
| C.1 | | ESTABLISHMENT AND PLANT SET-UP | | | | | |
| C.1.1 | PC 35.10 | Mobilization and plant set-up of plant to and at first borehole | Sum | 1.0 | | | |
| C.1.2 | PC 35.11 | Inter-hole movement of plant on site not exceeding 2km. | No. | 1.0 | | | |
| C.2 | | DE-ESTABLISHMENT FROM SITE | | | | | |
| C.2.1 | PC 35.12 | De-establishment from testing site. | Sum | 1.0 | | | |
| C.3 | | PUMP TESTING | | | | | |
| C.3.1 | PC 35.23 | Calibration Test (2 Hours per Borehole) | hours | 2.0 | | | |
| C.3.2 | PC 35.23 | Stepped Discharge Test (4 Hours per Borehole) | hours | 4.0 | | | |
| C.3.3 | PC 35.23 | Constant Discharge Test (12 Hours per Borehole) | hours | 12.0 | | | |
| C.3.4 | PC 35.23 | Recovery Test (16 Hours per Borehole) | hours | 16.0 | | | |
| C.3.5 | PC 35.24 | Chemical Analysis | No. | 1.0 | | | |
| Total Carried Forward To Summary | | | | | | | |

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BOREHOLES

SUMMARY OF SECTIONS

| SECTION | DESCRIPTION | AMOUNT (RANDS) |
|---|--|-------------------|
| 1 | SECTION A: PROFESSIONAL SERVICES FEES | |
| 2 | SECTION B: BOREHOLE SITE ESTABLISHMENT, MOVES AND DE-ESTABLISHMENT | |
| 3 | BOREHOLE DRILLING | |
| 4 | SECTION C: BOREHOLE TESTING | |
| | SUBTOTAL | |
| 1 | ADD 5% CONTINGENCIES | |
| | SUBTOTAL | |
| 2 | ADD 15% VAT | |
| Total Carried Forward To Summary Of Schedules | | |

C 3.1

Specifications

SITING, DRILLING AND TESTING OF BOREHOLES FOR STOCK WATER PUPOSES.

PROFESSIONAL SERVICES

GENERAL

The Purpose of the Service is to appoint a professional Geohydrologist to manage the siting, drilling and testing of a borehole/s for the purposes of providing water for the consumption of livestock, in the Eastern Cape.

Preliminary desktops studies to assess the potential of groundwater development using Department of Water and Sanitation's archived material are used as preliminary guide. Existing boreholes drilled in the 1980's had yields ranging between of 0.2l/sec - 4.8l/sec at total depths of 50m-80m. The probability of drilling successful boreholes yielding in excess of 0.25 litres per second suitable for stock watering is very high. Stock water requirements should be based on the most accurate stock units figures and per animal peak water demands that can be supplied from each borehole.

PURPOSE OF THIS TERMS OF REFERENCE

The purpose of this Terms of Reference is to outline the services required from a Professional Service Provider (PSP) through providing a hydrogeological service in boreholes siting, drilling and testing for stock water purposes. The Professional Service Provider (PSP) therefore must adhere and work to meet the requirements of the DEPARTMENT OF AGRICULTURE and in compliance with standards SABS 10299 (2003): Development, maintenance and management of groundwater resources.

PSP's project leader or project management staff member(s) must be registered as a professional Geo-hydrologist, Technologists and/or Technicians with the South African Council for Natural Scientific Professions (SACNSP) and members of the Ground Water Division specialist group of Geological Society of South Africa (GSSA). Certified copies of membership of SACNSP and GSSA must be provided and date of certification not older than three (3) months

OBJECTIVES OF THE DRILLING AND TESTING OF BOREHOLES

The objective is to scientifically identify geophysical sites, drill and test boreholes for livestock drinking.

SCOPE OF THE PROJECT

Tasks to be undertaken to cover the scope that will fulfill the objectives highlighted in this section are as follows:

- a) A professional geo-hydrologist's desk study scientific search for and locate drilling targets which are assessed to have the greatest chance for success. Groundwater potential commentary from DWS professional geohydrologist (attached) will augment the desktop study,
- b) A professional geo-hydrologist's siting of two borehole drilling targets per site which offer the best possibility of successful boreholes, based on the information arising from the desk study investigation and groundwater potential commentary (a). Every effort must be made to identify a target that offers the greatest chance of success in terms of borehole yield,
- c) Drilling of boreholes strictly supervised by a professional Geohydrologist and based on his/her onsite specific instructions/specifications and with adherence to OH & S regulations, at each borehole to an average depth of 100m and submit report on blow yielding tests.
- d) Perform a Constant Discharge and Recovery Tests and water chemical analysis on the successful borehole with calculations based on 12 hours test duration and Geohydrologist's recommendation for the appropriate size of pump and depth of pump installation,
- e) Provide information to beneficiaries of each successful borehole register with Department of Water and Sanitation (DWS) and obtain authorization for use of the borehole as a schedule one Domestic and stock water, and
- f) Technical/Close Out Report .

DELIVERABLES

Reports with technical information, conclusions and recommendations will be prepared aligned with each objective and presented to Project Managers in the Districts (Chief Engineers); these are requisite for measurement of progress of works and payments.

WORKING RELATIONSHIP WITH CLIENT

1. CLIENT – PROFESSIONAL SERVICE PROVIDER (PSP) RELATIONSHIP

The Chief Engineer of the DEPARTMENT OF AGRICULTURE in the District and the Professional Service Provider (PSP) (certified Geo-hydrological professional) shall ensure that work undertaken complies with the Scope of Work described in the Terms of Reference

2. PROJECT MANAGEMENT, EVALUATION AND STEERING

Supervision of the project and the management of all administrative aspects, contractual management and deliverables will be conducted by the Engineering Services of the DEPARTMENT OF AGRICULTURE in the respective districts. The main personnel involved include The District Chief Engineer, the Control Engineering Technician) and he Deputy Directors Coordination, who will be responsible for community engagements.

ORGANIZATIONAL AND PROJECT MATTERS

3. CLIENT

The DEPARTMENT OF AGRICULTURE in the Districts will be the Client for the project and the Chief Engineers will be responsible for the supervision and control (management as well as administration of the project), supported by the Deputy Directors Coordination.

4. CONTRACTOR

The Principal contractor and/or sub-contractors for the geo-hydrological studies, siting, drilling, test pumping work, pump installation and all deliverables of the project must be undertaken under the supervision and approval of a professional registered with South African Council for Natural Scientific Professions (SACNSP) and be member(s) of the Ground Water Division specialist group of the Geological Society of South Africa (GSSA).

The PSP should provide a brief overview of the company, with particular emphasis on the HDI ownership status, past experience providing details of work of a similar nature undertaken relating to the ToR within the last ten years. Specific details must be given to indicate the extent to which these previous work. The responsibility of the proposed leader and other key team members (Task Leaders and Specialists) for these previous assignments (with contactable referees) must be specified as well as the contract amount and duration of the contract for each past works.

The Professional Service Provider (PSP)s are expected to appoint drilling and testing contractors as domestic subcontractors, manage and oversee all the activities of such domestic subcontractor.

An organogram must be provided indicating key positions such as Task Leader and supporting Specialists. The organogram shall also indicate the levels at which there will be interaction with the client and/or other interested bodies. Persons proposed for these positions must be identified and supported by CV's of one page each to be included in an Appendix.

Professional Service Provider (PSP)s are expected to propose a programme of work, in a logic diagram form, illustrating their understanding of the best way to organize the works. This representation should show phases of assignment, tasks within phases and, where necessary, sub-tasks. The critical path and links to other parallel activities are important and should be shown. A work programme must be presented in a Gantt chart illustrating the dates at which critical milestones can be reached.

5. PROFESSIONAL SERVICE PROVIDER (PSP)'S CAPABILITY AND AVAILABILITY

Brief capability statements must be given for each designated team member, emphasizing recent experience relevant to the task envisaged. The availability of each designated team member for the expected duration of the

The Tender

assignment must be indicated by reference to limitations that may be placed by other known commitments. The location of named personnel and budgeted man-hours must be indicated. The information must also be given on the support staff envisaged for the assignment, supported by brief CV's, also included in an Appendix

Brief statements of the capacity and availability of machinery, equipment, transport and necessary logistics the PSP's Principal Contractor and/or Sub-Contractors require for the various activities must be included in an Appendix

General Conditions of Contract

The General Conditions of Contract as stipulated in the Term Tenders of the Eastern Cape and standards of work as stipulated in the MINIMUM STANDARDS AND GUIDELINES FOR GROUNDWATER RESOURCE DEVELOPMENT FOR THE COMMUNITY WATER SUPPLY AND SANITATION PROGRAMME of the DWS are applicable and agreed upon. Strict adherence to the Conditions are required and will be enforced by the Client.

The contract shall be governed by the "Government Procurement General Conditions of Contract (July 2010)". These General Conditions are available for inspection at the offices of the Departmental District Office at Maluti OFFICE at Deputy Director Supply Chain Management (SCM).

FINANCIAL PROPOSAL

The total estimated cost of the works should be based on the proposed work programme and manpower schedule. The Financial Proposal shall be prices according to the "PRICING SCHEDULE" provided in the bid document.

Provision must be made for VAT at 15% on the total estimated cost, not by task. A cash flow projection, estimated on a monthly basis assuming that payment will be made in the month after the work has been done, must be provided for the full programme period. VAT provision must be included in the cash flow projection.

Payment for work done on this contract will be made against monthly invoices reflecting completed tasks per objective and disbursements with documentation.

ENVISAGED PROGRAMME

The PSP shall provide a preliminary works program, outlining all detailed activities and duration, as part of the bid proposal.

INVOICING

Professional Service Provider must be registered on the Provincial Treasury Database and, the BAS and LOGIS Systems of DEPARTMENT OF AGRICULTURE. Invoices must be submitted to the Chief Engineer at the District of the DEPARTMENT OF AGRICULTURE in good time.

Invoicing shall be accompanied by Progress report on project deliverables completed according to the specifications and authenticated by the project's Geo-hydrologist. The report must contain sufficient information and detailed activities to allow the Client to comprehensively assess the work done. The percentage of total expenditure should also be indicated. Invoices must be submitted each month if any claims arise during that month.

GENERAL CONDITIONS

SCOPE

This section covers the specifications for civil works and National Safety and Environmental requirements for siting, drilling, test-pumping and equipping boreholes for stock water related specifically to Section B to D of the Pricing details, in the Terms of Reference.

USE OF LOCALLY MANUFACTURED MATERIALS AND PRODUCTS:

Materials and products manufactured in South Africa shall be used as far as possible in carrying out the work to which this specification refers, unless an imported product is prescribed specifically, or when no suitable locally manufactured product for the specific use is available.

APPLICATION OF CLAUSES:

All clauses in this specification which describe the materials and methods to be used in carrying out the work specified in the specification of work to be done, or indicated on the drawings, or included in the bills of quantities, or in any detail drawings, or instructions issued by the Engineer to the Contractor during the progress of the work, shall be considered as applying to the performance of the contract.

SAMPLES:

The Contractor shall furnish without delay, such samples and/or certificates as called for or may be called for by the Engineer. Materials and/or workmanship not corresponding with approved samples may be rejected.

WATER:

Clean, fresh water free from vegetable or organic matter, earth, clay, acid or alkaline substances either in suspension or in solution, other than those used for purification thereof by the responsible authority, shall be used through-out. Where there is any reason to suspect the presence of impurities, the Engineer may require the Contractor to obtain a chemical analysis of the water by a competent analyst at his own cost. Should the water prove unsuitable for use the Contractor must procure water of an approved source.

UNITS OF MEASUREMENTS:

Units of measurements have been standardised in accordance with "Système International d'Unites" (SI).

PROFESSIONAL SERVICES

The work consists of scientifically identify geophysical sites, drill and test boreholes for delivering water for livestock drinking purposes

The work includes drilling boreholes, installation of casings and screens; provision of gravel packing; development of the boreholes; test pumping; obtaining rock and water samples; water quality analysis; platform casting and pump installation; as specified hereinafter and as directed by the Geohydrologist.

DRILLING SITES

The Contractor shall drill the borehole(s) at the exact location(s) designated by the Geohydrologist. Tracks required for access of drilling plant, gear, camp and accessories to the borehole site shall be made by the Contractor, and should as little as necessary interfere with existing fences and cultivated land.

ENVIRONMENTAL PROTECTION OF THE SITES

Care must be taken in the handling and storage of all drilling fluids, oils, greases and fuel on site, to avoid any environmental degradation. The Contractor shall dispose of any toxic materials, drilling fluids and other additives, cuttings and discharged water in a manner approved by the Geohydrologist so as not to create damage to public and private property, and shall adhere to the set of "Environmental Guidelines for Drilling and Test pumping Operations" available at Department of Water and Sanitation. The Contractor's adherence to these guidelines will be closely monitored by the Geohydrologist, and any infringement by the Contractor may render unacceptable the particular portion of the Works to which it applies. The Contractor shall ensure that all its personnel are aware of these Environmental Guidelines and the consequences of not adhering to them.

WORKMANSHIP

The Tender

The Drilling & Testing Contractor is expected to carry out all works as instructed by the Geohydrologist in a thorough and workman-like manner, and up to today's professional standards. The Contractor shall carry out operations with due efficiency and dispatch in accordance with the terms of the contract and to the satisfaction of the Geohydrologist. For this purpose, the Drilling and Testing Contractor shall use suitable equipment, and supply efficient and experienced staff.

EQUIPMENT AND MATERIALS

All necessary machinery, equipment and materials to carry out the drilling, test pumping, headwork construction, etc. as specified are to be mobilized for the Works. Test pumping equipment should be independent from the drilling rig(s). Prior to mobilization the Geohydrologist will verify the specifications and state of repair of all major items of plant and transport, and shall have the right to order the removal and/or replacement of any items which in his opinion is insufficient or in unsatisfactory condition. Acceptance by the Geohydrologist of the Contractor's proposed plant and transport does not, however, relieve the Contractor of his obligations under this Contract, in case such plant and transport accepted by the Geohydrologist or Project Engineer fails to successfully complete the required Works. All machinery, equipment and materials to carry out the said Works shall be handled, transported and stored in accordance with the manufacturers' recommendations to minimize deterioration

SUPERVISION OF THE WORKS.

The execution of the Works is to be supervised by the professional Geohydrologist sub-contracted and for the approval of Employer's appointed Project Manager.

DRILLING AND TESTING OF BOREHOLE/S

PROJECT SPECIFICATIONS: BOREHOLE INSTALLATION

6. NATURE OF CONTRACT

- a) The Specifications are for the drilling and testing of boreholes.
For this the Consultant and Sub-Contractor shall provide all labour, transport, plant, tools, equipment and materials and appurtenances, and shall perform all Works necessary to satisfactorily locate sites for drilling, construct and complete successfully drilled boreholes including lowering of borehole assembly with casing and screen and end cap, gravel pack at appropriate intervals and back fill, close near surface water table aquifer, cleaning and development of said boreholes, pump test for 12 hours, water quality testing both chemical and biological in accordance with this specification and to any further details as may be ordered by the Client.
- b) The Contractor shall employ only competent workmen for the execution of the Works, and all such Works shall be performed under direct supervision of an expert borehole driller/site supervisor.

7. GENERAL

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract.

This contract comprises the hydrogeological survey, drilling, construction, development; test pumping, water quality analysis, erection of a gantry and borehole equipping. The drill sites are indicated.

8. REGULATIONS AND STANDARDS

The borehole shall be drilled at the site to be identified by the Geohydrologist. Each borehole shall be drilled to a depth specified in the hydrogeological survey report. It shall be drilled through all strata encountered. The contractor will acquire the relevant permits and Government authorizations on behalf of the employer.

9. MOBILIZATION, DEMOBILIZATION AND RESTITUTION

The Tender

The Contractor shall mobilize to the site in accordance with the agreed Work Programme. The sum for mobilization/demobilization shall include transportation of machinery, erection, dismantling and preparation of temporary camps as the Contractor deems necessary, provision of drilling and development fluids (Bentonite, foam, and water), water for camping, personnel sanitary facilities.

The contractor shall minimize disturbance to neighbouring plots. This shall particularly include ensuring that bailed fines and pumped test water are discharged in a manner that does not create a nuisance either to the public or private property.

Site re-instatement under the conditions of contract shall include the removal of all hydrocarbons spilled, leaked or otherwise released and associated packaging and cotton waste. Site re-instatement is deemed an integral part of mobilization. This activity shall be costed taking into account the items above and expressed as a lump sum.

10. CONTRACTOR'S DRILLING EQUIPMENT

- a) The Contractor shall specify in the Schedule of Drilling Equipment, borehole development and other accessory equipment, its type and capacity that is to be used to undertake this work. Its capacity shall be sufficient to cope with the Works as stated in the Contract. It shall at all times be kept in full working order and good repair. For depths down to 150m, drilling rigs with compressor strength in excess of 21 bars will be required.
- b) If the Client considers that the drilling equipment or any accessories in use on the site of the Works is in any way unsuitable, inefficient or inadequate in capacity, the Client shall have the right to call upon the Contractor to put such equipment in good order within seven days or alternatively to remove such plant and replace it with additional plant or equipment which the Client considers necessary to meet the requirements of the Contract. In the event that this requirement of the Contract is not satisfied, the Client reserves the right to terminate the Contract immediately.
- c) No extra payment shall be made for the Contractor's change of drilling equipment, labour or other equipment required to complete the Works specified, nor for any incidentals thereto, the cost being deemed to be included in the schedule of rates.

11. SITE SELECTION

- a) The Contractor upon arrival in a District will meet the Employer's agent's representative from the DEPARTMENT OF AGRICULTURE and inform about the drilling plans. The designated representative in consultation with communities will refer to the geographical coordinates of possible site relative to stock-water system. The Contractor shall receive from client the list of locations (Annex). Contractor upon visiting these locations will determine the road conditions for accessibility of the drilling rig and other heavy equipment. Any changes or alternative sites will be in consultation with Client and designated representatives.
- b) Within each of the selected location, the driller in consultations with designated representative or Project Engineer/Geohydrologist will select 2 sites for exploratory drilling. The Contractor will be responsible for getting sites checked by proper Geophysical/ Geological and confirm the technical feasibility of drilling a successful borehole(s) for pump installation.
- c) Sites selected will consider the rainy season and accessibility to heavy drilling rigs and support vehicles'. If the Contractor considers improvements are required for any reason to enable him carry out the Works, he shall make the improvements at his own expense. In the event that improvement is not feasible, and access is still not possible, then the contractor should notify in writing to the client and seek permission to replace the location.
- d) At least two borehole sites shall be identified at each location, which shall constitute one single siting payable under this contract. In case the Contractor fails to drill a successful borehole move to a new site on instruction of the Geohydrologist and Employer, only.

BOREHOLE DRILLING

12. DRILLING

Unless otherwise approved by the Project Engineer in concurrence with the professional Geohydrologist, drilling shall be by the air hammer method, by flush rotary drilling or by the percussion method. Drilling shall continue through all strata encountered. Drilling fluids and additives used must be approved by the Project Engineer prior to use.

- a) The Contractor shall provide the appropriate tools and equipment and maintain them in good condition capable of operating to the manufacturer's rating to ensure a smooth, straight hole.
- b) Drilling shall continue to the stipulated maximum total depth of 120m with a minimum internal diameter casing of 165 mm to provide for a finished borehole. The Employer on the recommendation of the Geohydrologist, may approve in writing, drill work deeper than 120m.
- c) The Employer upon recommendation from the Geohydrologist, reserves the right to stop drilling operation if he considers that further drilling is unlikely to be advantageous. In this event payment shall only be made for the amount of work actually executed.
- d) All materials used in the borehole construction other than temporary works shall comply with the relevant standard specifications. A tolerance in dimensions will be permitted provided that the material quality is not inferior to specification and work is no way impaired.

13. DRILLING METHODS

Basic methods of drilling are indicated below as a basic guide, mostly to maintain a few key dimensional specifications.

- a) The preferred method of drilling in consolidated compact formations is rotary percussion with air and/or foam flush. However, the Contractor may use any rotary drilling technique that they feel applicable to achieve the depth and diameter required, provided that the techniques used are those specified in their proposal and is approved by a professional Geohydrologist.
- b) In unconsolidated loose, unstable, collapsing formations, rotary with appropriate drilling stabilizer will be used. In such a case the drilling diameters will be telescopic starting with diameter large enough to lower temporary casing in upper collapsing formations and continue drilling with a final minimum diameter of 165 mm bit. If other chemical fluids or solids are used to arrest collapsing of formations, the Contractor has to use proper borehole development and cleaning methods to ensure the use of borehole water is safe for stock watering purposes. The Contractor will use such fluids or solids with the agreement of the Client. In no case will the use of Bentonite mud be allowed. Boreholes will be constructed with steel casing, screen and sand trap. The Contractor will use appropriate lengths of slotted screen in the aquifer intervals on instruction of the Geohydrologist. All cost of using proper drilling fluids and solids is included in the rate per meter quoted. No additional payments will be made by client.

14. BOREHOLE DEPTH

The Contractor shall drill to the total appropriate depth depending on the geological formation and to a diameter that shall allow minimum borehole nominal diameter bore of 165mm casing diameter at the completion of the borehole. (including casing installation) Boreholes shall be drilled to such depths as to penetrate below the shallow water table aquifers and tap the first potential deeper aquifer or aquifers in confined/semi-confined conditions. The minimum discharge of *0.25 litres per second* to sustain continuous pump testing for 12hours to ensure reliable operations of pumping equipment fitted directly on them is acceptable. In any case the maximum drilled depth should be 120 metres, on average 100 metres depth. If the discharge is less than 0.25 litres/sec., a decision to abandon the borehole or continue to drill deeper will be at the discretion of the professional Geohydrologist on written approval of the Employer.

15. BOREHOLE DIAMETER

- a) Boreholes will be drilled with telescopic diameters.
- b) Borehole will be drilled with 165 mm bit. The reaming diameter will be based on the type of temporary casing the contractor will use and not less than 215 mm to install steel casing of 176mm outside diameter for the total depth of the borehole.
- c) The contractor must take into account the depths they have to drill and lower temporary casing to complete the drilling. This cost must be built in the quoted unit cost for drilling.
- d) The client will not be responsible for any loss of temporary casing which the contractor is unable to recover or lost due to snapping or breaking from the completed boreholes.

16. SAMPLE COLLECTION, STORAGE AND RECORD KEEPING

- a) Samples of the drill cuttings returned to the surface shall be collected at one (1) metre intervals. The Contractor shall make all samples available for inspection as per DWS requirements.
- b) The Contractor shall maintain a log of the penetration rate on a metre by metre basis, in minutes per drilled. A stop watch shall be used for this purpose so that only the net drilling time is recorded, excluding any time taken in drilling disruptions.
- c) The depth of any void, or of particular rapid penetration, or significant changes in rig noise shall also be noted.
- d) Water level shall be measured and recorded at the start and end of every shift, after significant breaks in activity (such as meal breaks), and during periods of plant downtime (as appropriate). The water levels shall be measured using a sounding and/or lighting dipper approved for use by the Geohydrologist.
- e) Representative samples of the strata intersected shall be collected every one meter or less depending on the change of geological formation. For collection, the Contractor shall cease drilling, circulate all cuttings to the surface, resume drilling and collect the cuttings then brought to the surface. The Contractor shall take every possible precaution to guard against sample contamination due to poor circulation, borehole erosion, or caving. Cutting samples shall be bagged, labelled with borehole depth at time of collection, and stored in a position where they will not be contaminated by site conditions or drilling operations. The Contractor shall supply strong, transparent sample bags and indelible labels as required. The driller in-charge will also record the drill time logs/penetration rate of each rod or at every three-meter interval.

SUPPLY AND INSTALLATION OF CASINGS AND SCREENS

17. CASING AND SCREEN SPECIFICATIONS

- a) Casing shall be new, 215mm internal diameter and 176mm outer diameter, black pipe class B, with a minimum wall thickness of 4.0 mm in 6 meter lengths, respectively.
- b) Mill slotted screens shall be constructed from new 176mm external diameter black pipe class B with a minimum wall thickness of 4.0mm. Slots shall not exceed 1.0mm in width, and should constitute not less than 6.0% open space area.
 - a)
 - c) Alternative PVC casing may be approved by the Employer, in consultation with the Geohydrologist.

18. CASINGS AND SCREEN INSTALLATION

Installation and diameter of any temporary casing required for the successful construction of the boreholes will be at the discretion of the Contractor provided that the completed borehole meets the specifications and design required under this Contract and is approved by the Geohydrologist. The cost for supply, installation and removal of temporary casing shall be entirely for the Contractor. The Contractor cannot claim any casing left in the borehole that is not retrievable, from the Employer

- (a) Before installations of the casings and screens, the Contractor shall ensure that the hole is clear to the total depth and shall flush out any backfilled materials present. The Geo-hydrologist shall provide the design of the casings and screens string prior to installation by the Contractor.
- (b) Casing jointing shall be by either flush square-section threading or tree pass electric arc welding. Screens may be welded to casing, or screw-jointed by means of flush square-section threads. Externally socket joints may be welded to the casing, or screw-jointed by means of flush square-section threads. Externally socketed joints will not be accepted. Where screwed joints are deemed by the Project Engineer to be below standard, joint shoulders shall be spot welded at 900mm interval around the casing circumference at no extra cost. If screens and casing are to be welded, the appropriate welding electrode must be used.
- (c) During welding, casing and screen lengths must be held absolutely vertical in order to ensure a plumb installation. All joints to be welded must be bevelled at the butt end. Three continuous weld passes must be made to ensure a sound joint and the oxide coating be removed before the second and third passes.
- (d) Burn-through and subsequent deposition of metal on the inside of the casings and screens must be avoided. The base of the casing shall be sealed, unless otherwise directed by the Geohydrologist, with a circular plate of black pipe class B of thickness not less than 4.0mm fixed with a continuous weld to the casing strip. The appropriate welding electrode shall be used. The top of the casing will be made, with oxide coating removed prior to the second and third passes. The top of the casing will be straight shall terminate not less than 600mm above the highest recorded level of ground at the site.
- (e) The contractor shall be responsible for the provision of temporary casing as necessary, including the insertion and removal. Where the Project Engineer deems it necessary as recommended by the Geohydrologist, to have temporary casings left in the borehole as a measure of securing the borehole, this will be indicated in the item for other works in the bill of quantity.
- (f) The boreholes will be fully cased to stable solid formation (Estimated at 40m). The threads both male and female are properly cleaned with a clean brush and cloth before they are joined. If the pipes used are with bell and socket, these are cleaned using fluids and cemented with recommended solvent cement by the manufacturers of the casing pipes and screen. Wait for recommended time for the joint to set firmly before lowering into the borehole.
- (g) The Contractor will take all necessary precautions during the transportation and storage of casing pipes from their warehouse to drilling sites to prevent distortions, ending or deformation of the pipe that could result in eccentricity along the length of the pipe.

19. GRAVEL PACKING AND GROUTING (FORMATION STABILIZER)

- a) The annular space between the casing and borehole wall is filled with filter packing materials in the screen intervals and back filling materials. The gravel packing mixture to be used depends on the sieve analysis results and the slot size of the screen. The contractor will do the sieve analysis and then determine the gravel pack materials and approved by Geohydrologist. Gravel packing material will be stored in a way so as to avoid contamination or rain washing finer materials. Iron and Calcareous grains will not be included in the gravel pack materials.
- b) Gravel packing is carried out as continuous feed operations done usually by two people filling uniformly around the circumference of the pipe. It is advisable to add some water with a pipe so that the gravel flows down. If the gravel gets inside the temporary casing, the casing is slowly pulled out and gentle well development is done to allow gravel to settles properly to a height of 3 meters above the top of the screen interval or the targeted water bearing formation. More gravel is added with development if the gravel settles down.
- c) Backfilling and grouting is done when the *Minimum acceptable yield of 0.25 litres/ second* is confirmed by development. The borehole cuttings or clayey soils are back filled up to 6 meters below the ground surface.
- d) The grouting is done with a concrete mix in the ratio of 1:2:3 of cement sand and gravel respectively. The gravel size should be not more than 6mm. Casing above ground level must be at least 60cm to facilitate installation of the pump.

20. BOREHOLE DEVELOPMENT

A) METHOD

On completion of drilling, the Contractor will choose a suitable and appropriate borehole development method and approved by Geohydrologist. The borehole shall be developed for a period of at least two hours in order to obtain a maximum yield of water that is free of suspended matter. Developing shall be carried out by airlift pumping and surging, jetting and block surging, or other techniques the contractor feels is more appropriate and efficient to suit the casing, hydro-geological and drilling conditions prevailing in that borehole. All boreholes shall be presented for testing free of any bridging or obstruction to the total depth.

B) BOREHOLE CLEANING

- a) The contractor shall clean the borehole to its "completed depth" using any of the methods listed below or as otherwise authorized by the Geohydrologist: -
 - By bailer with percussion drilling rig
 - By means of airlift, which may use a light or stable foam to assist in the removal of materials from the borehole.
 - By means of educator airlift, with or without light or stable foam.
- b) Bailers and other down hole plant shall adopt diameter limits of half a normal size or smaller (12.5mm) than the smallest casing or screen diameter.
- c) Water levels shall be measured and recorded at the start and end of every shift, at significant breaks in activity (such as meal breaks), and during periods of plant downtime (as appropriate). Water levels be measured using a sounding and /or lighting dipper previously approved by the Geohydrologist.
- d) The borehole shall be deemed clean when measured drilled depth has been reached and when insignificant or no materials is removed from the base of the borehole. Cleaning costs shall be expressed as a rate per hour.

C) PHYSICAL DEVELOPMENT

- a) Physical development may adopt any of the commonly used methods, including but not necessarily restricted to the following: -
 - Surging;
 - Bailing;
 - High Velocity Water Jetting;
 - Airlift raw hiding;
 - Airlift raw hiding with educator pipe.
- b) Development shall be considered complete when the water discharged is clear and contains no more than an estimated 5 parts per million of suspended solids and the borehole has been restored to the cleaned total depth or as otherwise directed by the Geohydrologist.
- c) The Contractor shall describe the method he proposed to adopt and the plant required for physical development in his method statement. Over pumping shall not be considered a development method. The rate submitted by the Contractor for physical development is deemed to include installation and removal of necessary plant. The quantities given in the bills of quantities only apply to actual development time. Costs for physical development shall be expressed as an Hour Rate.

21. BOREHOLE HEADWORKS

a) SANITARY SEAL CASING

A sanitary seal shall be constructed at the wellhead. This shall be comprising of the following elements:

- A 3.2 metre length of internal diameter 205 mm (8inch) plain black pipe class B sanitary steel casing installed around the permanent casing string.

- A grout seal between the 254mm sanitary seal casing and the 165 mm permanent casing string.
 - b)
- A 1.0x1.0x1.0 meter reinforced concrete block (Y8/1:2:4) cast around the Sanitary seal casings or alternative.
 - c)
- A lockable steel cap.

b) GROUT SEAL

A sanitary ground seal shall be installed between the 165 mm and 205 mm casings and grouted into place. Grout shall be a cement slurry, or cement and fine sand and shall have a density of at least 1175kg/lt. This shall be introduced into the annular space from the top of the inert backfill to the ground level, using a method that must be approved by the Geohydrologist.

c) CONCRETE PLINTH

The ground surface at the wellhead shall be excavated to a depth of one (1) meter, and be one metre square, to allow Concrete Plinth to be cast. The 1.0x1.0x1.0m pit will be filled with concrete, to be finished flush with the ground surface. Concrete shall be 1:2:4 OPC: sand: 12.5mm ballast. This must be cast with two 0.8 metre lengths of 12mm reinforcing steel bar welded to the 205 mm (8 inch) casing, 0.7 meter below ground level.

d) TEMPORARY CAP

The top of the borehole shall be sealed with a cap that shall comprise a round plate of mild steel, of thickness not less than 3.0mm. This will be continuously welded in single pass to the mild steel borehole casing or should be lockable.

22. VERTICALITY

All boreholes shall be vertical, shall be drilled and cased straight, and all casings/screens shall be set round, plumb and true to line. If required by the Geohydrologist, the Contractor will make a verticality test during and after drilling by approved methods and at their own expense to demonstrate that the departure from the vertical does not exceed 3mm per 1,000mm between ground level and the bottom of the borehole. If this departure is exceeded, the Contractor shall make the necessary corrections to the approval of the Geohydrologist, without additional payment.

If the error cannot be corrected, then drilling shall cease, and a new borehole shall be drilled at a position nearby, indicated by the Geohydrologist. The abandoned borehole shall be backfilled and/or capped by methods approved by the Geohydrologist. No payment will be made for the re-drilling, the sealing/backfilling of the abandoned borehole, or for moving to the new site. Any materials (i.e. casing, screens, gravel pack, cement, etc.) lost in the abandoned borehole will be to the Contractors cost.

WATER SAMPLING AND ANALYSIS

- In the closing hour of the constant discharge test a water sample shall be collected for chemical and bacteriological analysis by a competent laboratory. The water samples shall be collected in containers supplied by the laboratory, in the manner conventionally used by the laboratory.
- The Contractor's unit rate of sampling and analysis will include the cost of analysis and transportation to and from the laboratory for the sampling exercise.

23. BOREHOLE DISINFECTION

After removal of test equipment, the borehole shall be disinfected with Chlorine/Water solution at a concentration of 50 milligrams per litre or greater of free chlorine. In preparing their Tenders, Contractors should allow for one (1) cubic metre of solution per borehole. This item shall be costed as a unit Lump Sum.

PUMPING AND RECOVERY TEST

The Contractor shall perform test pumping to establish the performance and yield of the borehole, and shall provide a suitable, self-contained, mobile test pumping unit, approved by the Supervisor, for this purpose. The method for varying the discharge rate of the pumps will depend on the type of pump used, but the Contractor shall ensure the provision of a suitable means of achieving the range of constant flow rates specified by the Geohydrologist.

A pumping test is required on a routine basis for each borehole. The Contractor will estimate the discharge from the air lifting rates or blow test during borehole development. Based on the estimated discharge, the Contractor will certify the borehole as either "successful" or "lost". For successful boreholes for hand pumps, the Contractor will undertake a four hour step down pump testing of which the first one hour is a three step draw down test. The discharges for the step drawdown test will be fixed by the contractor based on the well development results. High yielding boreholes, with a discharge of more than 1 litre/second may be pump tested for 12 hours or as recommended by the Geohydrologist.

24. AQUIFER TESTING

Borehole testing will be conducted according to SANS 10299 – 4:2003 (Development, maintenance and management of groundwater resources Part 4: Test-pumping of water boreholes). The following elements are required.

- Calibration test;
- Step-drawdown test;
- A constant discharge test;
- A recovery test.

25. CALIBRATION TEST

- A calibration test requires that water be pumped from the borehole at three or more different rates over short (15 minutes), sequential periods of time. The response of the water level to each known pumping rate is measured and recorded. The calibration test provides a means of assessing the yield potential of borehole according to the magnitude of the water level decline associated with each pumping rate. This information is used to select appropriate pumping rates at which to perform a stepped discharge test or a pumping rate at which to perform a constant discharge test.

26. STEP DRAWDOWN TEST

- The step drawdown test will comprise four (4) steps tests of sixty (60) minutes each, with no recovery phase between successive steps. The step draw-down test shall not start until water level has returned to the true static water level, unless otherwise directed by the Geohydrologist.
- Typically, individual step discharges would comprise 50%, 75, 100, and 125% of the anticipated production discharge rate.
- Discharge increments shall be effected as nearly instantaneously as possible and once set shall not be changed except by instruction of the Geohydrologist.
- Discharge variations and measurement shall be effected by means of the globe valve and manometer gauge as follows;

A globe valve of suitable diameter shall control the discharge and on the upstream side of this, not closer than six (6) pipe diameters from the valve, a manometer tapping and gauge will be installed such that it can be clearly seen by any person using the valve. This will be used during the step drawdown tests for the flow control purposes.

27. CONSTANT DISCHARGE TEST

Constant discharge test shall typically last not less than twelve (12) hours, or as otherwise determined by the Geohydrologist. A water Sample will be procured towards the end of the test for subsequent analysis by a competent laboratory.

28. RECOVERY TEST AND REMOVAL OF PLANT

Recovery tests shall not continue for more than twenty-four (24) hours, or as otherwise directed by the Geohydrologist. Only after the completion of recovery data collection may pumping and ancillary plant be removed from the borehole, though above ground components may be dismantled during the recovering phase.

29. INSTALLATION, PLANT AND METHODOLOGY

- a) Pumping plant and dipping tube shall be installed in the borehole to be tested. The Contractor shall investigate and agree with the Geohydrologist/Project Engineer the anticipated discharge and pump intake depth.

The 12 hours pump test is conducted if the borehole is intended for a motorized pump. After conducting the step drawdown tests the borehole should be allowed to recover almost to the original static water level (1 hour) before the constant yield test is undertaken continuously for 4 hours at the chosen/predetermined rate.

- b) The first step could be minimum acceptable discharge of 0.2 litres / sec. The second step will be at an estimated discharge from blow test (during the well development) and the third step will be 50 to 75% more than the estimated discharge from blow test. As a thumb rule the range of the three steps could be 0.5 litre/sec or above depending of development results, 0.75 litres /Sec and 0.2 litres/sec. and each step for 20 minutes (total 1 Hours) the continuous test of 4 hours will be carried out at a discharge at which the dynamic water level will stabilize. *If the discharge is below 0.25 litres/second, the borehole will be regarded as "Lost". If the dynamic water level is deeper than 60m, the decision on the viability of the borehole will be taken by the Employer, in consultation with the Geohydrologist.*
- c) Recovery test will be for one hour or such time when there is at least recovery of 80% of the static water level noted at the start of the pump test. The pump test data and the results of pump test is presented in the standard form attached.
- d) The Contractor shall have on site a 90° V-notch weir, preceded by a tank with baffles, for the measurement of flows. Small flows (less than 0.2 litres/second) can be measured by timing the filling of a vessel of known volume. The Contractor shall also have on site an operating electric dip meter, calibrated in centimeters, and with visual/audible indicator of when the water level is reached.
- e) Readings of flow and water level shall be taken at the intervals defined on the test pumping form. For accurate measurement, an electrical/ sonic water level indicator with graduated tape for taking water level readings should be utilized. Recovery readings shall be taken for a minimum of 1 hour, during which period pumping equipment shall **not** be removed from the borehole.

30. PUMPING PLANT

- i) Pumps used for test pumping may electrical submersible or surface-mounted turbine pumps or reciprocating pumps.
- ii) Any pump used in tests must have a fully functioning non-return valve either in the pump itself or in the rising main immediately above the top of the pump.
- iii) The Contractor must have pumps covering the anticipated discharge range.
- iv) The water pumped from the borehole shall be discharged to waste at a distance and in such a manner that it does not pond or flow back towards the borehole.
- d)
- v) The Contractor must provide a generator or other prime mover for powering the pump, as power is not necessarily available at the sites.

31. DISCHARGE MEASUREMENT AND CONTROL

Discharge measurements shall be by an approved accurate method, such as an Orifice Plate, calibrated flow meter or a V-notch weir. If volumetric methods are proposed, the Contractor will ensure the container to be used has been calibrated. When time to fill measurements is made, each discharge measurement shall be calculated from the average of three time measurements. Discharge shall vary by no more that 15% a cross each step of step drawdown test, and across the constant discharge test.

32. WATER LEVEL MEASUREMENT

Water level measurements shall be by electric sounding and/or lighting dipper, and shall be made in a dipper tube installed alongside the test pump rising main and tied securely to it. The Geohydrologist/Project Engineer will check the dipper for stretch and any other inaccuracies prior to accepting its use. Accuracy measurements must not be less than 1.0 cm. water level measurements using an airline will not be acceptable on the grounds of poor precision.

33. ADMISSIBLE RATES

Rates of pumping and recovery are deemed to include the cost of plant installation and removal. The rates are deemed inclusive of installation, removal, plant use, testing and data collection.

The pre-test will check all equipment, determine the range of discharge for the step draw-down test and set the globe valves for the first step discharge rate. Pre-test shall not exceed three (3).

34. TIME MEASUREMENT

All times shall be measured by means of a stopwatch. The Contractor shall ensure that spare batteries etc. for all equipment are available prior to commencing tests.

35. WATER QUALITY TESTING

- a) The contractor shall, make sampling and quality analysis of water from every borehole.
- b) The water quality test should be conducted at a competent testing laboratory that is authorized by the client.
- c) Water samples for chemical analysis should be collected at the end of the test pumping process and analyzed at the approved laboratory at the earliest possible time to facilitate timely handing over of the borehole for use by the community. Samples for biological testing will be collected later in suitable batches so as to meet the time limit of 48 hours between collecting and analysis in the laboratory.

CHLORINATION AFTER BOREHOLE COMPLETION

Each successful borehole must be chlorinated following completion drilling operations. The Contractor will decide on the concentration of chlorine based on the volume of water in the borehole.

PROTECTION

During the contract period, when work is not in progress, the boreholes shall be kept capped in such a manner as to prevent the entrance of foreign materials. The Contractor shall remove any foreign matter at his own expense. On completion of each borehole, the Contractor shall supply and fit an approved permanent lock-up cap. Casing shall terminate not less than 0.5 meters above ground level and are fitted with the approved lock-up cap.

After successful completion of drilling, casing and testing head-works will be constructed in line with the guidelines which forms part of the documentation of this contract.

ABANDONMENT, LOST AND DRY BOREHOLES

- a) The Employer shall have the right at any time during the progress of the Works, upon advice of the Geohydrologist, to order the abandonment of the borehole. The Contractor shall thereupon remove the drilling rig, withdraw any casing and screen and salvage all such materials as the Client shall direct, and shall fill and leave the borehole to the satisfaction of the Client. In such case all works done and materials used will be paid by client.
- b) "Lost" (unsuccessful) boreholes are either "dry" boreholes or "uncompleted" boreholes.
- c) Dry boreholes are defined as:
 - A borehole having no water bearing zones/aquifers.
 - A Borehole that has insufficient discharge (less than 0.25 litres/second) for 12 hours of continuous pumping test.

- A borehole that has failed verticality test (see section 8).
- A borehole of which the chemical analysis of the water fails the minimum requirements of water for livestock consumption.

PC 35 MEASUREMENT AND PAYMENT

The fee for professional services listed above and rendered in accordance with the Scope of Work shall be calculated as follows:

| Item | Unit |
|---|-------------|
| PC 35.1 Preparation of Project Execution Plan..... | Sum |

The bid rate for the project execution plan will be a Sum. The cost will include all cost likely to be encountered for the project preparation plans, including disbursements.

| Item | Unit |
|----------------------------------|-------------|
| PC 35.2 Desktop Study | Sum |

The bid rate for the desktop study will be a Sum. The cost will include all cost likely to be encountered for the assessment of groundwater resource potential, preparation of reports for each site, including disbursements.

| Item | Unit |
|--|-------------|
| PC 35.3 Hydro-Census Field Survey | No. |

The bid rate for field survey services will be number of sites for Hydro-Census field surveys. The rate will include exploration of all possible borehole drilling targets on the different sites, GPS and mapping of identified borehole targets at each site, and risk analysis of each site. Provide the client with an interim report detailing the potential of striking water on the recommended targets for drilling and cost estimates of drilling and testing on the identified borehole targets on the different sites, including disbursements.

| Item | Unit |
|--|-------------|
| PC 35.4 Site Selection: Geo-hydrological and Geophysical investigations | No. |

The bid rate for the site selection of new boreholes will be the number of new boreholes to be sited. The rate will include all costs for personnel and equipment used to execute geological reconnaissance and geophysical site investigation to confirm the potential sites for groundwater exploration per project area for new boreholes, including disbursements.

| Item | Unit |
|---|-------------|
| PC 35.5 Drilling of new boreholes: | No. |

The services shall include the preparation of specifications for the drilling sub-contractor, calling for quotations, appoint drilling sub-contractor, supervise and oversee the drilling activities, payment to sub-contractor and health and safety Agent responsibilities on behalf of the Client. The rate will include all costs for personnel and equipment used to oversee and control of drilling operations per project area for new boreholes, including disbursements.

| Item | Unit |
|---|-------------|
| PC 35.6 Yield and water quality testing of new boreholes | No. |

The bid rate for the yield and water quality testing of new boreholes will be the number of new boreholes tested. The rate will include all costs for personnel and equipment used to appoint and manage a suitable experienced borehole yield testing sub-contractor and execute a Calibration test, Step test and Constant discharge rate test, collect one water

sample per borehole. The services shall include the preparation of yield testing specifications for the drilling sub-contractor, supervise and oversee the yield testing activities, payment to sub-contractor, including disbursements.

| Item | Unit |
|--|-------------|
| PC 35.7 Technical Report / Close out Report | No. |

The bid rate for the project technical and close-out report will be a Sum. The rate will include all cost likely to be encountered for personnel and equipment used to complete the detail Technical / Close-Out Report for the implementation of identified projects. Disbursements will be paid separately, including disbursements.

| Item | Unit |
|--|-------------|
| PC 35.8 Technical report for purposes of registering the borehole/s with the Department of Water and Sanitation (DWS) | No. |

The bid rate for providing the beneficiary with a report containing sufficient information to allow the beneficiary to register the borehole/s with DWS for schedule one use. The rate will include all cost likely to be encountered for personnel and equipment to provide the information to the beneficiary, including disbursements.

| Item | Unit |
|--|-------------|
| PC 35.9 Contract management and progress meetings | No. |

The bidders rate shall be for all costs involved for travelling, subsistence, printing, copying, telephone, traveling time, Site Staff, and miscellaneous items.

| Item | Unit |
|--|-------------|
| PC 35.10 Mobilization and plant setup | Sum |

The unit of measurement shall be a sum. The bidders rate shall be for all costs involved for travelling, subsistence, movement of plant, and setup of the drilling rig or testing rig, from the contractor's base.

| Item | Unit |
|---|-------------|
| PC 35.11 Inter-hole movement | No. |

The unit of measurement shall be in number. The bidders rate shall be for all costs involved for the movement of the drilling or testing plant on site between boreholes up to a distance of 2km.

| Item | Unit |
|--------------------------------------|-------------|
| PC 35.12 De-establishment | Sum |

The unit of measurement shall be in sum. The bidders rate shall be for all costs involved for the de-establishment of the plant from site, including the cleaning, and rehabilitation of the site, where required.

| Item | Unit |
|------------------------------|-------------|
| PC 35.13 Drilling | (m) |

The unit of measurement for drilling shall be in meter drilled.

The rate shall be in full compensation for the drilling operation according to the diameter specified in the bill of quantities. The contractor shall supply a detailed drilling log as proof of measurement.

| Item | Unit |
|---------------------------|-------------|
| PC 35.14 Casing..... | (m) |

The Tender

The unit of measurement for the casing shall be in meter.

The rate shall be in full compensation for the supply, delivery and installation of the borehole casing of the diameter and material as specified in the bill of quantities. The contractor shall supply a detailed drilling log as proof of measurement.

| Item | Unit |
|-----------------------------------|-------------|
| PC 35.15 Recovery of Casing | (m) |

The unit of measurement for the recovery of casing shall be in meter.

The rate shall be in full compensation for the recovery of casing from an unsuccessful borehole for re-use. The contractor shall supply a detailed drilling log as proof of measurement.

| Item | Unit |
|-------------------------------------|-------------|
| PC 35.16 Formation stabilizer | Kg |

The unit of measurement for the formation stabilizer shall be in kilogram.

The rate shall be in full compensation for the supply, delivery and installation of the formation stabilizer as specified.

| Item | Unit |
|-------------------------------------|-------------|
| PC 35.17 Borehole development | Hour |

The unit of measurement for the borehole development shall be in hours.

The rate shall be in full compensation for the borehole development as specified.

| Item | Unit |
|---------------------------------------|-------------|
| PC 35.18 Borehole collar/plinth | No. |

The unit of measurement for the borehole collar shall be in number.

The rate shall be in full compensation for the supply, delivery of materials and installation of the borehole collar/plinth.

| Item | Unit |
|------------------------------|-------------|
| PC 35.19 Sanitary Seal | No. |

The unit of measurement for the borehole sanitary seal shall be in number.

The rate shall be in full compensation for the supply, delivery of materials and installation of the borehole Sanitary Seal.

| Item | Unit |
|-------------------------------------|-------------|
| PC 35.20 Borehole Disinfection..... | No. |

The unit of measurement for the borehole disinfection seal shall be in number.

The rate shall be in full compensation for the supply, delivery of materials and execution of the borehole disinfection.

The Tender

| Item | Unit |
|---|-------------|
| PC 35.21 Borehole Protection | No. |

The unit of measurement for the borehole protection shall be in number.

The rate shall be in full compensation for the supply, delivery of materials and installation of the borehole protection.

| Item | Unit |
|--------------------------------------|-------------|
| PC 35.22 Borehole marking | No. |

The unit of measurement for the borehole marking shall be in number.

The rate shall be in full compensation for the supply, delivery of materials and installation of the borehole marking.

| Item | Unit |
|--------------------------------------|-------------|
| PC 35.23 Borehole Testing | Hours |

The unit of measurement for the borehole testing shall be in hours.

The rate shall be in full compensation for the respective tests forming part of the borehole testing.

| Item | Unit |
|---------------------------------------|-------------|
| PC 35.23 Chemical Analysis | No. |

The unit of measurement for the chemical analysis shall be in number.

The rate shall be in full compensation for the chemical analysis of water, including but not restricted to the laboratory fees, transport, and reporting.

**EASTERN CAPE PROVINCIAL GOVERNMENT
DEPARTMENT OF AGRICULTURE**

BID FOR PROFESSIONAL SERVICES FOR THE SITING, DRILLING, TESTING AND CASING OF BOREHOLE AT TSHUZE IN WINNIE MADIKIZELA MANDELA LM, IN ALFRED NZO DISTRICT.

C.4.2 Schedule of contract Drawings

The following drawings form part of this contract:

| DRAWING NUMBER | DESCRIPTION |
|-----------------------|--------------------|
| LOCALITY 1 | LOCALITY MAP |

C 4.1

CONDITIONS OF CONTRACT

EASTERN CAPE PROVINCIAL GOVERNMENT

DEPARTMENT OF AGRICULTURE

BID FOR PROFESSIONAL SERVICES FOR THE SITING, DRILLING, TESTING AND CASING OF BOREHOLE AT TSHUZE IN WINNIE MADIKIZELA MANDELA LM, IN ALFRED NZO DISTRICT.

A. GENERAL CONDITIONS OF CONTRACT

B. SPECIAL CONDITIONS OF CONTRACT

EASTERN CAPE PROVINCIAL GOVERNMENT

DEPARTMENT OF AGRICULTURE

BID FOR PROFESSIONAL SERVICES FOR THE SITING, DRILLING, TESTING AND CASING OF BOREHOLE AT TSHUZE IN WINNIE MADIKIZELA MANDELA LM, IN ALFRED NZO DISTRICT.

A. GENERAL CONDITIONS OF CONTRACT

The contract shall be governed by the "National Treasury General Conditions of Contract (July 2010). These General Conditions are available for inspection at the offices of the Departmental Head Office at Bhisho, Deputy Director: Supply Chain Management (SCM).

B. SPECIAL CONDITIONS OF CONTRACT

The Special Conditions of Contract form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the General Conditions of Contract to the extent specified below, and shall take precedence and shall govern. **The following Special Conditions of Contract will apply.**

| SECTION | SUBJECT |
|--------------------------------|--|
| 4. Standards | 4.1 The material standards shall confirm to the Scope of Works (Project Particular Specifications) |
| 7. Performance Security | 7.1 Within seven (7) days of receipt of the notification of contract award, the successful bidder shall furnish to the Department the performance security of the option chosen by the Bidder as specified in the Bid Rule point 12. (If applicable) |
| 10. Delivery of works/services | 10.1 <i>The Bidder will deliver the Services as requested to the Department as specified in the Scope of works (Project Particular Specifications) at the identified sites. A detail delivery note that include the full list of all the materials that are delivered shall be supplied by the service provider.</i> 10.2 <i>The Bidder will make delivery arrangements with the project leader for inspection of material to confirm compliance and verify the material and counting material.</i> 10.3 <i>The Bidder will complete the full project within the time frame stated after order received. (Maximum of 9 weeks allowed to complete)</i> |
| 13. Incidental Services | 13.1 <i>The Bidder is required to provide any or all of the following services including additional services, if any, as specified in the Scope of Works (Project Particular Specifications).</i> |
| 16. Payment | 16. Provisioning can be made for partial payments at completion of each activity as set out in the pricing schedule. Payments will be effected based on the actual quantities as measured on completion of each activity, and not according to the estimated quantities in the pricing schedule. • Payment will only be effected after the Employers agent on receipt of authentication from the professional Geohydrologist and accompanying reports, verified compliance as correct according to specifications and good workmanship. |
| 17. Prices | 17.1 Prices charged by the supplier for services performed under the contract shall not vary from the prices quoted by the supplier in his bid. |

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| 21. Delays in the Bidders performance | <p>21.1 Delivery of the services and performance of services shall be made by the Bidder in accordance with the time schedule prescribed in the Bid Rules and Special Conditions of Contract (SCC) clause 10.4 in the contract.</p> <p>21.2 If at any time during performance of the contract, the Bidder or its supplier should encounter conditions impeding timely delivery of the performance of services, the Bidder shall promptly notify the Department in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, the Department shall evaluate the situation and may at his discretion extend the Bidder's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> |
| 22. Penalties | 22.1 Subject to GCC Clause 25, if the Bidder fails to deliver any or all to perform the services within the period(s) specified in the contract, the Department shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed unperformed services using the current prime interest rate calculated for each day of delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 26. |
| 23. Termination for default. | <p>23.1 The Department, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <p>(a) if the bidder/supplier fails to deliver any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by the Department;</p> <p>(b) if the bidder/supplier fails to perform any other obligation(s) under the contract; or</p> <p>(c) if the bidder/supplier, in the judgment of the Department, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> |
| 25. Force Majeure | 25.2 If a force majeure situation arises, the bidder/supplier shall promptly notify the Department in writing of such condition and the cause thereof. Unless otherwise directed by the Department in writing, the bidder/supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event. |
| 26. Termination for insolvency. | 26.1 The Department may at any time terminate the contract by giving written notice to the bidder/supplier if the bidder/supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the bidder/supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department. |
| 27. Settlement of Disputes | <p>27.1 The parties may at any time, without prejudice to any other proceedings, agree to settle any claim or any dispute amicable with the help of an impartial third party. Amicable settlement may include any settlement technique as agreed to by the parties.</p> <p>27.2 Amicable settlement shall become final and binding on the parties only to the extent that it is correctly recorded as being agreed to by the parties.</p> |
| 30. Applicable law | 30.1 The contract shall be interpreted in accordance with South African Laws. |
| GENERAL ITEMS | 1. The bid forms are drawn up so that certain essential information is to be furnished in a specific manner. Any additional particulars shall be furnished in a separate questionnaire or in a separate annexure. |

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| | <p>2. The Preference Claim and other relevant forms, attached, shall be completed, signed and submitted with the bid. Documentary proof as substantiation of preferences claimed and to the satisfaction of the Department, should be handed in with the bid.</p> <p>3. Where items are specified in detail, the specifications form an integral part of the bid document and bidders shall indicate in the space provided whether the items offered are to specification or not. Failure to complete, will automatically disqualify the Bid for any further consideration.</p> <p>4. In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified".</p> <p>5. In cases where the items are not to specification, the deviations from the specifications shall be indicated.</p> <p>6. The bid prices shall be given in the units shown.</p> <p>7. All prices shall be quoted in South African currency.</p> <p>8. Delivery basis:</p> <p>(a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of bidding, shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station if the goods are required elsewhere.</p> <p>(b) Notwithstanding the provisions of paragraph 8(a), bid prices for supplies in respect of which installation/erection/assembly is a requirement, shall include ALL costs on a basis of delivered on site as specified.</p> <p>9. No bids transmitted by telegram, telex, facsimile or similar apparatus shall be considered.</p> <p>10. Failure on the part of the bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the BID.</p> <p>11. Bids should be submitted on the official forms and should not be qualified by the bidder's own conditions of bidding. Failure to comply with these requirements or to renounce specifically the bidder's own conditions of bidding, when called upon to do so, may invalidate the bid.</p> <p>12. The bid forms should not be retyped or redrafted but photocopies may be prepared and used. Additional offers may be made for any item but only on a photocopy of the page in question or on other forms obtainable from the relevant Institution. Additional offers made in any other manner may be disregarded.</p> <p>13. Black ink shall be used to fill in bids. No unauthorized alteration shall be made to the document. Mistakes made by the Bidders in the completion of the pricing schedule, forms, etc. shall not be erased nor erasing fluid used. A line shall be drawn through the incorrect entry and the correct entry shall be written above and the correction initialed by the Bidders. Bid may also be rejected if they show any additional items not originally included in the Bid documents, conditional or incomplete offers, irregularities of any kind in either the Bid form or the priced schedule, or if the rates and amounts quoted in the schedule are obviously unbalanced and the Bidders, after having been called upon to adjust same in a reasonable manner, fails to do so within a period of seven days of having received notification to that effect.</p> <p>14. The Bidder shall satisfy himself that the documents received are correct, complete and sufficient to be the basis of a <i>bona fide</i> Bid. Bidders shall</p> |
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| | <p>check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated. Should a Bidder not accept that the documents issued can form the basis of a <i>bona fide</i> Bid the SCM Unit shall be requested to correct the discrepancy, ambiguity, missing or illegible information prior to the submission of Bid. The submission of a <i>bona fide</i> Bid shall absolve the Employer from any liability whatsoever for any error in a Bid due to the foregoing.</p> <p>15. The relevant consultant/contractor agrees that should any dispute arise from the contract, the matter shall be submitted to the relevant Bid Adjudication Committee for a ruling and such ruling shall be final.</p> <p>16. In the event that the bidder is not the actual manufacturer and will be sourcing the product(s) from another company, an unconditional letter (or certificate: confirmation of supply arrangements between the bidder and his/her supplier) from the company(ies)/supplier(s) confirming supply arrangement(s) in this regard, has to accompany the bid at the closing date and time of bid. The said company/supplier must confirm that it has familiarized itself with the item description, specifications and bid conditions and if the bid consist of more than one item, it should be clearly indicated in respect of which item(s) the supportive letter has been issued. It must be indicated in the above-mentioned letter that all financial arrangements with regard to payment between the prospective bidder and manufacturer/company/supplier issuing such a letter has been finalized and terms and conditions mutually agreed upon. Non-compliance with the above-mentioned special conditions would automatically invalidate the bid for such products offered.</p> <p>17. The Bid must be signed by one duly authorized to do so. In the case of a Bid being submitted on behalf of a Company, Close Corporation, Partnership or Joint Venture, such Bid shall be accompanied by a certified copy of a resolution of the Board of Directors of such Company, Close Corporation or other suitable authority in the case of a Partnership or Joint Venture, in terms of which the nominee is authorised to sign on behalf of the business entity.</p> <p>The joint venture documentation is also to clearly state that all its parties will remain severally and jointly bound for the duration of the defects liability period, as well as setting out how matters will be dealt with that may arise as latent defects once the joint venture has dissolved.</p> <p>If due to any unforeseen reasons the joint venture dissolves during the defects liability period, the agreement must clearly state how the liability will be dealt with in terms of honoring all the responsibilities it may still have with regards to the due performance of all contractual issues that could arise.</p> <p>18. These conditions form part of the bid/ price quotation and failure to comply therewith may invalidate a bid/ price quotation.</p> |
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