



## KOUGA LOCAL MUNICIPALITY

### APPOINTMENT OF A CONTRACTOR FOR THE DRILLING AND INSTALLATION OF BOREHOLES AT HUMANSDORP LANDFILL SITE AND SUPERTUBES PARK (JEFFREYS BAY)

TENDER NO: 66/2026

**MARCH 2026**

SERVICE PROVIDER		
TELEPHONE / FACSIMILE		
E-MAIL		
CLOSING DATE	13 APRIL 2026	

ISSUED BY:

Kouga Local Municipality

Physical Address:

33 Da Gama Road

Jeffreys Bay

Postal Address:

P O Box 21

Jeffrey Bay

6330

Telephone: 042 200 8619

Facsimile: 086 529 7827

PREPARED BY:

Directorate: Community Services

Kouga Local Municipality

Physical Address:

33 Da Gama Road

Jeffreys Bay

**TENDER NOTICE 66/2026 APPOINTMENT OF A CONTRACTOR FOR THE DRILLING AND INSTALLATION OF BOREHOLES AT HUMANSDORP LANDFILL AND SUPERTUBES PARK (JEFFREYS BAY)**

<b>GENERAL TENDER INFORMATION</b>
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<b>TENDERS INVITED</b>	:	12 March 2026
<b>ESTIMATED CIDB CONTRACTOR GRADING</b>	:	1CE or Higher
<b>CLARIFICATION MEETING</b>	:	A compulsory virtual clarification meeting to be held on <b>Thursday, 26 March 2026 @10h00am.</b>
<b>VENUE FOR SITE VISIT/CLARIFICATION MEETING</b>	:	Virtual online clarification meeting
<b>CLOSING DATE</b>	:	<b>Monday, 13 April 2026</b>
<b>CLOSING TIME</b>	:	12:00:00 PM / 12h00
<b>CLOSING VENUE</b>	:	Tender Box at the Municipal Office, Room 122 16 Woltemade Street (front)
<b>VALIDITY PERIOD OF TENDER</b>	:	90 days
<b>TENDER BOX</b>	:	The Tender Documents (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. The onus remains with the tenderer to ensure that the tender is placed in the correct tender box.

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# TENDER

## PART 1 (OF 2): TENDERING PROCEDURES

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**T1.1: TENDER NOTICE AND INVITATION TO TENDER**

**KOUGA LOCAL MUNICIPALITY (EC108)**

**DIRECTORATE: COMMUNITY AND SAFETY SERVICES**

**NOTICE NO: 66/2026**

**APPOINTMENT OF A CONTRACTOR FOR THE DRILLING AND INSTALLATION OF BOREHOLES**

Prospective Service Providers are hereby invited to submit tenders for the Appointment of a Suitably Qualified Contractor for the Drilling and installation of Boreholes at Humansdorp Landfill Site and Supertubes park (Jeffreys bay)

**Tenders**

An electronic copy of the tender document will be available on E-Tender portal [www.etender.gov.za](http://www.etender.gov.za) or the municipal website [www.kouga.gov.za](http://www.kouga.gov.za) as from **Thursday, 12 March 2026**. After downloading the tender document from the website each prospective bidder **MUST** ensure that all the pages of the tender document are printed.

A **Compulsory Virtual Clarification Session** will be arranged for **Thursday, 26 March 2026 @10h00am**. Prospective bidders can use link below which is direct from this advert to access the meeting. **Please take note that no attendee arriving 10 minutes late or more** will be allowed to attend the clarification meeting.

**Join Teams Meeting**

<https://teams.microsoft.com/meet/34168687219818?p=tlznDhfx5MrLcz8S5>

Meeting ID: 341 686 872 198 18

Passcode: AT2rV7hY

**Please note:**

- Telegraphic, telephonic, telex, facsimile, email, or late tenders will not be accepted.
- This contract will be evaluated on the 80/20-point system. 80 points for price and 20 points for specific goals. To claim points for specific goals prospective bidders **MUST** submit proof/ required documents.
- **An electronic copy of the completed tender document with returnable documents must be submitted with tender submission saved in a flash drive or CD. Failure to submit AN ORIGINAL HARD COPY AND A COPY ON EITHER USB or CD will deem the bid non-responsive.**
- **A contractor CIDB Grading of 1CE Higher is required.**
- **Project manager must have a minimum of 5 years of experience in borehole drilling.**
- **Bidders must note that the Municipality may make use of additional vetting methods to further qualify capacity of bidders to eliminate delays during project implementation.**
- A valid Tax compliance Status pin must be submitted.
- Prospective Service Providers must register on Kouga Municipality's Supplier database as per the registration requirements.
- The National Treasury Central Supplier Database Summary report must be submitted.
- The Council reserves the right to accept any tender and, or part thereof, appoint more than one contractor, and does not bind itself to accept the lowest or any tender. The Council reserves the right to appoint any contractor.
- The validity period for submission will be 90 days from the closing date.
- Tenders that are deposited in the incorrect box or delivered to any other venue will not be considered.

Any inquiries relating to this tender must be submitted in writing via e-mail to [tenders@kouga.gov.za](mailto:tenders@kouga.gov.za) and copied to [cventer@kouga.gov.za](mailto:cventer@kouga.gov.za)

Completed documents in a sealed envelope endorsed "**NOTICE NO: 66/2026: APPOINTMENT OF A CONTRACTOR FOR THE DRILLING AND INSTALLATION OF BOREHOLES**" Must be placed in the Tender Box at 16 Woltemade Street (front entrance), Jeffrey's Bay, Room 122 on or before **MONDAY, 13 APRIL 2026 at 12:00.**

**C. DU PLESSIS**

**MUNICIPAL MANAGER**

P.O. Box 21  
JEFFREYS BAY  
6330

**For Placement:** Herald/Municipal Website/ Municipal Notice Boards in all offices/areas – 12 March 2026

<b>T1.2: TENDER DATA</b>
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The Standard Professional Services Contract (latest) contained in the CIDB shall apply to this bid. The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (January 2009) as published in Government Gazette No 31823, Board Notice 12 of 2009 of 30 January 2009. (See [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Conditions of Tender make several references to the Tender Data for details that apply Specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or Inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause	Wording / Data
F.1.1	The Employer is the Kouga Local Municipality.
F.1.2	<p>The Tender Documents issued by the Employer comprise the following documents:</p> <p><b>THE TENDER</b></p> <p><b>Part T1: Tendering procedures</b>            T1.1 – Tender notice and invitation to tender            T1.2 – Tender Data</p> <p><b>Part T2: Returnable Documents</b>            T2.1 – List of Returnable Documents            T2.2 – Returnable Schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract Data</b>            C1.1: Form of Offer and Acceptance            C1.2: Contract Data</p> <p><b>Part C2: Pricing Data</b>            C2.1: Pricing Instructions            C2.2: Pricing Schedule and Quantities</p> <p><b>Part C3: Scope of Works</b>            C3.1: Employers Objective            C3.2: Background and Site Location            C3.3: Estimated Sewage Flow            C3.4: Proposed new infrastructure            C3.5: Extent of the Services            C3.6: Key Personnel required for assignment            C3.7: Duties and Functions of the Key Personnel required for the Assignment            C3.8: Consultants Fees            C3.9: Estimated Time Frames</p>
F.1.4	<p>Kouga Local Municipality's contact details are as follows:</p> <p>Name: C Venter            Adress: 33 Da Gama Road, Jeffreys Bay            Tel: 042 200 2200            E-mail: <a href="mailto:cventer@kouga.gov.za">cventer@kouga.gov.za</a></p>
F.1.5.1	The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time

Clause	Wording / Data
	before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.
F.2.1	<p>“The tenderer shall provide a Project Manager as listed below in the Contract Data.</p> <p>The Key Persons shall be:</p> <ul style="list-style-type: none"> <li>• A <b>PROJECT MANAGER</b> who shall have previous borehole drilling experience of at least five years as a minimum requirement.</li> </ul> <p>The above personnel are to be in the permanent employ of the tenderer or if not, appropriate Sub Consultant agreements (agreement signed between the parties for specialised services to be rendered for the contract) must be submitted with the tender; and be available to execute the required duties and responsibilities on this project, should the tenderer’s offer be accepted.</p> <p>Tenderers shall provide proof of the Key Persons’ <u>experience</u> in a <u>detailed and project specific Curriculum</u></p>
F.2.7	A compulsory virtual clarification session will be arranged for those that have shown interest in bidding for this project on <b>Thursday, 26 March 2026 @ 10h00am.</b>
F.2.12	No alternative offers will be considered.
F.2.13.1	<p>Tenderers may only offer to provide services or supplies identified in the contract data to complete the Whole Works</p> <p>The amount reflected on the <b>Form of Offer</b> takes precedence over any other Total Amount indicated elsewhere in the bidder’s tender submission. If the <b>Form of Offer</b> does not state a value or figure, the <b>bidder will be regarded as having made no offer.</b></p> <p><b>The Tender Document is not to be disassembled.</b> Any additional Returnable, CVs etc. are to be submitted in a separate ring-bound document properly indexed for ease of cross-referencing to the original tender document.</p> <p>The original tender offer shall be submitted without any copies.</p>
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original.
F.2.13.5	The Employer’s address for delivery of tender offers and identification details is as per the Bid Advert and Invitation to Bid (T1.1).
F.2.13 / F.3.5	A two-envelope procedure <u>will not</u> be followed.
F.2.15	<p>The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.</p> <p><b>Bid closing:</b> it is the responsibility of the bidders to ensure that bid documents/proposals are submitted on or before closing time and at the correct location.</p> <p>Bidders who use courier services are responsible to ensure delivery is at the correct place/location and time as the department will not be held responsible for wrong delivery.</p>
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted
F.2.16	The tender offer validity period is as per Bid Advert and Invitation to Bid (T1.1).
F.2.19	Access shall be provided for the following inspections, tests and analysis: Borrow pit

Clause	Wording / Data						
	testing and any verification of geotechnical data.						
F 3.4.1 F.3.4.2	The location for opening of the tender offers, immediately after the closing time thereof shall be as per Bid Advert and Invitation to Bid (T1.1).						
F.3.8.2	<p>Amend the contents of Clause F.3.8.2 to read as follows:</p> <p>“A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviations or qualification.</p> <p>A material deviation or qualification is one which, in the employer’s opinion, would:</p> <ul style="list-style-type: none"> <li>(a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,</li> <li>(b) significantly change the employer’s or the tenderer’s risks and responsibilities under the contract,</li> <li>(c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified,</li> <li>(d) indicate that the tenderer or tender does not comply with all the legal and statutory requirements, or</li> <li>(e) result in the tenderer not meeting the minimum points for functionality.</li> </ul> <p>In addition to the above and in compliance with the requirements of Clause F.2.1, should the tenderer fail to offer the specified Key Person or should the Key Person so offered fail to comply with the minimum requirements regarding experience and qualifications, the tender shall be eliminated.</p> <p><b>MINIMUM CRITERIA</b></p> <p>Tenderers are required to demonstrate their ability to undertake the work and provide proof of experience and expertise to undertake a project of this nature. Tenderers are therefore required to meet the minimum criteria as listed below. The onus rests on the Tenderer to supply sufficient information to allow for evaluation and award of points. If insufficient detail is provided, such as proof of qualifications, registration, completion certificates and appointment letters, it will be considered that the minimum criteria has not been met and the tender will be considered non-responsive.</p> <p>A non-responsive tender offer will be rejected and not allowed to subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p> <p>The minimum criteria are as follows:</p> <table border="1" data-bbox="491 1666 1347 1805"> <thead> <tr> <th data-bbox="491 1666 804 1702">DESCRIPTION</th> <th data-bbox="804 1666 1347 1702">MINIMUM CRITERIA</th> </tr> </thead> <tbody> <tr> <td data-bbox="491 1702 804 1771"><b>Previous Company Experience</b></td> <td data-bbox="804 1702 1347 1771">Five or more drilling projects (project value &gt; R200 000) successfully completed.</td> </tr> <tr> <td data-bbox="491 1771 804 1805"></td> <td data-bbox="804 1771 1347 1805"></td> </tr> </tbody> </table>	DESCRIPTION	MINIMUM CRITERIA	<b>Previous Company Experience</b>	Five or more drilling projects (project value > R200 000) successfully completed.		
DESCRIPTION	MINIMUM CRITERIA						
<b>Previous Company Experience</b>	Five or more drilling projects (project value > R200 000) successfully completed.						
F.3.9.1	<p>“In the event of there being any rate or rates which are declared to be an unacceptable commercial risk by the Employer, the Tenderer will be requested –</p> <ul style="list-style-type: none"> <li>(a) to justify any specific rate or rates, i.e. to give a financial breakdown of how such rate or rates were obtained,</li> </ul> <p>and subsequently to consider amending and adjusting such rate or rates while retaining</p>						

Clause	Wording / Data
	the Tender Total derived under sub-clause F.3.9.2 (c) unchanged and fixed. It must be understood that in the event of the tenderer refusing to adjust any rate or rates to the satisfaction of the Employer, such refusal may prejudice his Tender.”
F.3.13.1	<p><b>Tender offers will only be acceptable if:</b></p> <ul style="list-style-type: none"> <li>a) the tenderer has completed and signed Form 1B (Certificate of Authority for Signatory) if applicable;</li> <li>b) the Form of Offer is duly completed and signed (Note: <b>Any correction must be signed</b> by the authorised signatory);</li> <li>c) all relevant certified information is submitted with the Tender;</li> <li>d) all other Tender Conditions are complied with.</li> </ul> <p>Note that the successful Tenderer will be required to submit a <b>valid</b> Letter of Good Standing from the Compensation Commissioner within 21 days of receipt of Letter of Award.</p>
	<p><u>Bid Closing</u>: it is the responsibility of the bidder(s) to ensure that the bid document/proposals are submitted before or on closing time and the correct location as the department will not take responsibility for any wrong delivery.</p> <p>Bidders who use courier services are responsible to ensure delivery is at the correct place /location and time.</p>
	The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in the bidder’s tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer.
F.3.17	The number of copies of the signed contract to be provided by the employer is one.

# TENDER

## PART 2 (OF 2): RETURNABLE DOCUMENTS

T2.1	List of Returnable Documents	11
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## T2.1: LIST OF RETURNABLE DOCUMENTS

The original completed tender document excluding Drawings, shall be returned with all the required information supplied, duly completed in non-erasable ink in all aspects.

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

### **1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (Included hereafter for completion)**

- 1A Status of Concern Submitting Tender
- 1B Authority for Signatory
- 1C Certificate of Attendance at Clarification Meeting
- 1D Declaration of Interest in Tender of Persons in Service of the State
- 1E Compulsory Enterprise Questionnaire
- 1F Declaration of Tenderer's Past Supply Chain Management Practises
- 1G Preference Points claim form in terms of the Preferential Procurement Regulations 2022 - Compulsory
- 1H Schedule of Work Satisfactorily carried out by the Tenderer for Private Clients or Organs of State
- 1I Schedule of Contracts Awarded to Tenderer by Organs of State
- 1J Company Information Required for Tenders greater than R 5 million
- 1K Certificate of Independent Bid Determination
- 1L Proposed Amendments
- 1M Proof of Registration with the Supplier Database
- 1N Quality Assurance Certification
- 1O Proof of Professional Indemnity Insurance
- 1P Proof of Registration with Professional Bodies

### **2. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES (To be attached with submission)**

- 2A Original Valid Tax Clearance Certificate
- 2B Municipal Billing Clearance Certificate
- 2C B-BBEE Status Level Certificates / Consolidated Scorecard

### **3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)**

- 3A Record of Addenda to Tender Documents
- 3B List of Key Personnel
- 3C Declaration Concerning Fulfilment of the Construction Regulations
- 3D Proposed Work Programme

### **4. OTHER SCHEDULES AND DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)**

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Disclosure Statement

**T2.2: RETURNABLE DOCUMENTS**

**1A: STATUS OF CONCERN SUBMITTING TENDER**

**1. General**

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner or a joint venture:

(Mark the appropriate option below)

Public Company	
Private Company	
Closed Corporation	
Partnership	
Sole Proprietary	
Joint Venture	
Co-operative	

**2. Information to be provided (Attached to the tender)**

	If the Tendering Entity is a:	Documentation to be submitted with the tender
1	Closed Corporation, incorporated under the Close Corporation Act, 1984, Act 69 of 1984	CIPRO CK1 or CK2 (Copies of the founding statement) and list of members
2	Private Company incorporated with share capital, under the companies Act, 1973, Act 61 of 1973  (Including Companies incorporated under Art 53 (b))	Copies of:  a) CIPRO CM 1 – Certificate of Incorporation b) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers c) CIPRO CM 39 – Notice of Change of Directors for private companies d) Shareholders Certificates of all Members of the Company.
3	Private Company incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, shares are held by another Closed Corporation or company with, or without, share capital	Copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies.
4	Public Company incorporated with share capital, under the companies Act, 1973, Act 61 of 1973  (Including Companies incorporated under Art 21)	A signed statement by the Company's Secretary confirming that the Company is a Public Company.  Copy of CM 29
5	Sole Proprietary or a Partnership	Certified Copy of the Identity Document of:  a) Such Sole Proprietary, or b) Each of the Partners in the Partnership

If the Tendering Entity is a:		Documentation to be submitted with the tender
		Copy of the Partnership agreement
6	Co-operative	CIPRO CR 2 – Copies of Company registration document.  (The percentage of work to be done by each partner must clearly be indicated on Form RDB 1 (or RDB 2 as applicable) of the tender document: MBD 6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2001).
7	Joint Venture	All the documents (as described above) as applicable to each partner in the JV as well as a copy of the Joint Venture agreement.  (The percentage of work to be done by each partner of the joint venture must clearly be indicated in the Joint Venture Agreement).

**Note:**

- (i) If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court, wherein trustees have been duly appointed and authorised, must be provided.
  - (ii) Include a copy of the Certificate of Change of Name (CM 9) if applicable. No. CM 9: name change certificate will be accepted as proof alone, for registration.
- 3. Bidders Must Register for VAT or be Registered for VAT Purposes in Terms of the Value-Added Tax Act, (Act No. 89 of 1991)**

(Make an X in the appropriate space below)

Yes

No

REGISTRATION NO: .....

**1B: AUTHORITY FOR SIGNATORY**

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture / Consortium	D Sole Proprietor	E Close Corporation

**A Certificate for Company**

I, ....., chairperson of the board of directors of ....., hereby confirm that by resolution of the board (copy attached) taken on ..... 20....., \* Mr / Ms ..... acting in the capacity of ....., and who will sign as follows: ..... be, and is hereby authorized to sign the tender and all documents and correspondences in connection with this tender as well as any contract resulting from it on behalf of the company.

**As witnesses:**

1. .... Chairman: .....
2. .... Date: .....

NAME	CAPACITY	SIGNATURE

Note:

\* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**B Certificate for Partnership**

We, the undersigned, being the key partners in the business trading as ....., hereby authorize \* Mr / Ms ....., acting in the capacity of ....., and who will sign as follows: ..... be, and is hereby authorized to sign the tender and all documents and correspondences in connection with this tender as well as any contract resulting from it on behalf of the company.

NAME	ADDRESS	SIGNATURE	DATE

**Note:**

\* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**C Certificate for Joint Venture or Consortia**

We, the undersigned, are submitting this tender offer in a \* Joint Venture / Consortium and hereby authorise \* Mr / Ms ....., acting in the capacity of lead partner, and who will sign as follows: ..... be, and is hereby authorized to sign the tender and all documents and correspondences in connection with this tender as well as any contract resulting from it on behalf of the company.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all partners to the \* Joint Venture / Consortium.

NAME OF FIRM	ADDRESS	% OF CONTRACT VALUE	AUTHORISING SIGNATURE, NAME AND CAPACITY
(Lead Partner):			

**Note:**

\* Delete which is not applicable.

This resolution must be signed by all the Members / Partners of the Bidding Enterprise.

Should the number of Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**D Certificate for Sole Proprietor**

I, ....., hereby confirm that I am the sole owner of the business trading as .....

**As witnesses:**

1. .... Signature: .....

2. .... Date: .....

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as .....

hereby authorize \* Mr / Mrs ....., acting in the capacity of ....., to sign all documents in connection with this tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note:

\* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**1C: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING**

This is to certify that

..... (Tenderer)

of

.....  
..... (address)

was represented by the person(s) named below at the compulsory meeting held for all tenderers at

..... (location) on

..... (date), starting at ..... (time).

NOT APPLICABLE

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting on behalf of **the tenderer**:

Name ..... Signature .....

Capacity .....

Name ..... Signature .....

Capacity .....

Attendance of the above persons at the meeting is confirmed by the **Employer's Representative**, namely:

Name ..... Signature .....

Capacity ..... Date & Time .....

**1D: DECLARATION OF INTEREST IN TENDER OF PERSONS IN SERVICE OF THE STATE**

- 1. Where the tenderer is a natural person, state / declare whether the tenderer or an employee is in the service of the state, or has been in the service of the state during the past twelve months.

**YES / NO (INDICATE)**

If so, state particulars:

.....

If so and where applicable, state the date of resignation:

.....

- 2. Where the tenderer is not a natural person, state / declare whether any of its directors, managers, principal shareholders or stakeholders is in the service of the state, or have been in the service of the state during the past twelve months.

**YES / NO (INDICATE)**

If so, state particulars:

.....

- 3. State / declare whether a spouse, child or parent of the tenderer or any of its directors, managers, shareholders or stakeholders referred to in subparagraph 2 is in the service of the state, or have been in the service of the state during the past twelve months.

**YES / NO (INDICATE)**

If so, state particulars:

.....

- 4. State / declare whether the tenderer or any of its directors, managers, shareholders, stakeholders or employees referred to in subparagraph 2 is a person who is an advisor or consultant contracted with the municipality or municipal entity.

**YES / NO (INDICATE)**

If so, state particulars:

.....

5. State / declare whether the tenderer or any of its directors, managers, shareholders or stakeholders referred to in subparagraph 2 is involved in another entity for this particular tender.

**YES / NO (INDICATE)**

If so, state particulars:

.....

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**1E: 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 OF 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<br><input type="checkbox"/> a member of any provincial legislature<br><input type="checkbox"/> a member of the National Assembly or the National Council of Province<br><input type="checkbox"/> a member of the board of directors of any municipal entity<br><input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature<br><input type="checkbox"/> a member of an accounting authority of any national or provincial public entity<br><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) |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

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 Parliament or a provincial legislature
- a member of an accounting authority of any national or provincial public 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)

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 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;
- (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.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Enterprise name .....

**1F: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTISES**

1. This form serves as a declaration to be used by the Employer in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
2. The tender of any Tenderer may be rejected if that Tenderer, or any of its directors have:
  - a) abused the Municipality's / Municipal entity's supply chain management system or been guilty of any improper conduct in relation to such system;
  - b) been convicted for fraud or corruption during the past five years;
  - c) wilfully neglected, reneged on or failed to comply with any government, Municipal or other public sector contract during the past five years; or
  - d) been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004).
3. In order to give effect to the above, this form and the questionnaire must be completed in full and signed. Failure to comply will result in the tender being declared non-responsive.

ITEM	QUESTION	RESPONSE	
4.1	<p><b>Is the Tenderer or any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector?</b></p> <p>(Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>)</p>	Yes	No
	If so, furnish particulars:		
4.2	<p><b>Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)?</b></p> <p>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-326-5445)</p>	Yes	No
	If so, furnish particulars:		
4.3	<p><b>Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</b></p>	Yes	No

ITEM	QUESTION	RESPONSE	
	If so, furnish particulars:		
4.4	<b>Was any contract between the Tenderer and the Municipality / Municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</b>	Yes	No
	If so, furnish particulars:		
4.5	<b>Does the tenderer or any of its directors owe any Municipal rates and taxes or Municipal charges to the Municipality/Municipal entity, or to any other Municipality/Municipal entity, that is in arrears for more than three months?</b>	Yes	No
	If so, furnish particulars:		

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**1F: FORM MDB 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

**1. GENERAL CONDITIONS**

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

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

**1.2 To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

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

<b>B-BBEE Status Level of Contributor</b>	<b>Number of Points for Preference (80/20)</b>
1	10
2	8
3	6
4	4
5	3
6	2
7	2
8	2
Non-compliant contributor	0

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
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

**SPECIFIC GOALS**

No	Specific Goals Categories	Max points allocation	Evaluation Indicators				
1	B-BBE Status Level Contributor	10	As for B-BBEE points allocation table above.				
2	The promotion of enterprises located in a specific province for work to be done or services to be rendered in that province.	10	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 100%;">10 Points= Located within the boundaries of the Kouga Local Municipality</td> </tr> <tr> <td>6 Points- Located within the boundaries of Sarah Baartman District Municipality</td> </tr> <tr> <td>4 Points- Located within the boundaries of the Eastern Cape</td> </tr> <tr> <td>1 Point- Outside of the boundaries of the Eastern Cape</td> </tr> </table>	10 Points= Located within the boundaries of the Kouga Local Municipality	6 Points- Located within the boundaries of Sarah Baartman District Municipality	4 Points- Located within the boundaries of the Eastern Cape	1 Point- Outside of the boundaries of the Eastern Cape
10 Points= Located within the boundaries of the Kouga Local Municipality							
6 Points- Located within the boundaries of Sarah Baartman District Municipality							
4 Points- Located within the boundaries of the Eastern Cape							
1 Point- Outside of the boundaries of the Eastern Cape							
<b>Bidders MUST submit valid B-BBEE sworn affidavit/ certificate AND Latest Municipal Billing Clearance Certificate/ Copy of Municipal Account / Rental Documentation in the name of the bidding entity, to claim points for specific goals. Virtual offices will not be accepted.</b>							

- 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:

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

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:

<b>80/20</b>	<b>Or</b>	<b>90/10</b>
$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$	or	$Ps = 90 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$

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.)**

B-BBEE Status Level of Contributor	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1	10	
2	8	
3	6	
4	4	
5	3	

6	2	
7	2	
8	2	
Non-compliant contributor	0	
<b>Specific Goals</b>	<b>Number of Points Allocated (To be completed by the organ of state)</b>	<b>Number of points claimed (To be completed by the tenderer)</b>
Located within the boundaries of the Kouga Local Municipality	10	
Located within the boundaries of Sarah Baartman District Municipality	6	
Located within the boundaries of the Eastern Cape	4	
Outside of the boundaries of the Eastern Cape	1	
<b>TOTAL POINTS</b>	<b>20</b>	

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

5.1. Name of company/firm.....

5.2. Company registration number: .....

5.3. 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]

5.4. 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 TENDERERS(S)  SURNAME AND NAME: ..... DATE: ..... ADDRESS ..... .....
---------------------------------------------------------------------------------------------------------------

**1H: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER FOR PRIVATE CLIENTS OR ORGANS OF STATE**

*(Organs of State include any Local, Provincial or National Government Authority)*

The following is a statement of **borehole drilling** successfully executed by myself/ourselves (Reference Letters must also be included):

Employer, Contact Person and Telephone Number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed (State current if not yet complete)

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**11: SCHEDULE OF CONTRACTS AWARDED TO THE TENDERER BY ORGANS OF THE STATE**  
*(Organs of State include any Local, Provincial or National Government Authority)*

In terms of Clause 21(d)(iii) of the Supply Chain Management Policy, the tenderer shall list hereunder, particulars of contracts awarded to him by any Organ of State, during the past 5 years. **Any material non-compliance or dispute concerning the execution of any of these contracts must be mentioned.**

Include only those contracts where the tenderer identified in the signature block below was directly contracted by the Employer. Tenderers must not include services provided in terms of a sub-contract agreement. Where contracts were awarded in the name of a joint venture and the tenderer formed part of that joint venture, indicate in the column entitled "Title of the contract for the service" that the contract was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the tender.

Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity	Title of contract for the service	Value of Work Inclusive of VAT (Rand)	Date Completed (State current if not yet complete)

Any material non-compliance or dispute concerning the execution of any of these contracts?	Yes	No
If so, furnish particulars:		

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**1J: COMPANY INFORMATION REQUIRED FOR TENDERS GREATER THAN R 5 MILLION**

1. Is the tenderer is required by law to prepare audited annual financial statements? YES / NO

2. If so, provide audited annual financial statements:

- for the past three years; or
- since their establishment if established during the past three years.

Indicate whether these have been included in the tender. YES / NO

3. If answer for Question No.1 is NO, does the tenderer have annual financial statements? YES / NO

4. If so, provide audited annual financial statements:

- for the past three years; or
- since their establishment if established during the past three years.

Indicate whether the annual financial statements have been included in the tender. YES / NO

5. If answer for Question No.1 is NO, the tenderer shall attach to this form a letter from the tenderer's bank; in which the bank declares how the tenderer conducts its account. The contents of the bank's letter must state the credit rating that it accords to the tenderer for the business envisaged by this tender. The minimum acceptable credit rating applicable to tenderers for this tender is a C credit rating. The value of the bank rating must be calculated and checked with R2.5 million. Failure to provide the required letter with the tender submission may render the tenderer's offer unresponsive in terms of Clause 5.8 of the tender condition.

Indicate whether a credit rating letter from the bank has been included in the tender. YES / NO

6. Does the tenderer have any undisputed commitments for Municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days?

YES / NO

If so, state particulars:

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

7. Has any contracts been awarded to the tenderer by an organ of state during the past five years?

YES / NO

If so, state particulars:

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

8. Has there been any material non-compliance or dispute concerning the execution of such contract?

YES / NO

If so, state particulars:

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

9. Is any portion of the goods or services expected to be sourced out from outside the Republic?

YES / NO

If so, state what portion and whether any portion of payment from the Municipality is expected to be transferred out of the Republic.

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

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**1K: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

.....  
(Bid Number and Description)

in response to the invitation for the bid made by:

.....  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of ..... that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience;
  - and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium\* will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which

this bid invitation relates.

**\* 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.**

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

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

<b>1L: PROPOSED AMENDMENTS</b>
--------------------------------

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 3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

Page Number	Clause / Item	Proposal

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

<b>1M : PROOF OF REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)</b>
----------------------------------------------------------------------------

All existing and prospective service providers/creditors to the Kouga Municipality's supplier database should note that registration with the electronic Central Suppliers Database (CSD [www.csd.gov.za](http://www.csd.gov.za) for self-registering), developed by National Treasury, is a requirement.

Prospective tenderers are to attach the ***Certificate of Registration with CSD*** to this page.

<b>1N : PROOF OF QUALITY ASSURANCE CERTIFICATION</b>
------------------------------------------------------

Tenderers to submit proof of Quality Assurance Systems employed in his office in order to ensure compliance ISO 9001: 2015 Certification to this page.

<b>10: PROOF OF PROFESSIONAL INDEMNITY INSURANCE</b>
------------------------------------------------------

Tenderers to submit proof of Professional Indemnity Insurance to this page.

<b>1P : PROOF OF REGISTRATION WITH PROFESSIONAL BODIES</b>
------------------------------------------------------------

Tenderers to submit proof of Registration with Professional Bodies, including CESA, SAICE or similar.

**2A: ORIGINAL VALID TAX CLEARANCE CERTIFICATE**

In terms of Clause 43 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of taxes.

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

The tenderer must attach to this page an **original(s)** of a **valid** Tax Clearance Certificate(s) and the Tax compliance Status pin must be submitted.

Note:

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

**2B: MUNICIPAL BILLING CLEARANCE CERTIFICATE**

In terms of Clause 38 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of municipal accounts.

The tenderer shall attach to this page a Municipal Billing Clearance Certificate, which provides proof that his payment of Municipal accounts is up-to-date.

These certificates are obtainable from:

Kouga Local Municipality  
33 Da Gama Road  
Jeffreys Bay.

***Should the tenderer not be based in the Kouga Local Municipality, he shall submit a Municipal Billing Clearance Certificate issued by the municipality in which he is based.***

**2C: B-BBEE STATUS LEVEL CERTIFICATES / CONSOLIDATED B-BBEE SCORECARD**

Bidders who qualify as EMEs in terms of the B-BBEE Act shall submit and attach to this page a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

Bidders other than EMEs shall submit and attach to this page their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

A trust, consortium or joint venture acting as a legal entity shall submit and attach to this page their B-BBEE status level certificate.

A trust, consortium or joint venture acting as an unincorporated entity shall submit and attach to this page their consolidated B-BBEE scorecard as if they were a group structure and such a consolidated B-BBEE scorecard shall be prepared for every separate bid.

Tertiary institutions and public entities shall submit and attach to this page their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

**All EME / B-BBEE certificates must reflect the B-BBEE status level of the bidder and must be certified.**

**3A: RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the Procuring Department before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

<b>Addendum Number</b>	<b>Date</b>	<b>Title or Details</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**3B: LIST OF KEY PERSONNEL**

The tenderer shall insert the Name, Qualification and Years of Experience of Key Personnel he proposes to employ on this tender/Contract:

JOB DESCRIPTION	NAME	QUALIFICATION	YEARS EXPERIENCE POST REGISTRATION
Project Manager : Borehole drilling			

\*\* Refer to Tender Data Clause F.2.1 for mandatory minimum requirements of Key Personnel.

**The CV of above personnel must be attached, in which they highlight their previous experience. Certified copies of Qualifications and Registrations as stipulated as minimum requirements for Key Personnel must be submitted, or else the tender will be considered incomplete. Proof of adherence to the minimum requirements as per Clause F.2.1 of the Tender Data must be clearly indicated and substantiated with proof. The Company Profile of the tenderer must also be submitted.**

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**3C: DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS**

In terms of Regulation 4(3) of the Construction Regulations (2014), hereinafter referred to as the Regulations, promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), the Employer shall not appoint a Contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

- I confirm that I am fully conversant with the Regulations and that my company has (or will acquire / procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

(Tick)

Yes	<input type="checkbox"/>
No	<input type="checkbox"/>

- Indicate which approach shall be employed to achieve compliance with the Regulations.

(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	<input type="checkbox"/>
Own resources, still to be hired and/or trained (until competency is achieved)	<input type="checkbox"/>
Specialist subcontract resources (competent) - Specify: ..... ..... ..... ..... ..... .....	<input type="checkbox"/>

- Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):**

If applicable

.....

.....

.....

.....

4. Provide details of proposed training (if any) that will be undergone:

If applicable

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

5. List potential key risks identified and measures for addressing risks:

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

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Bill of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period

(Tick)

Yes	
No	

**SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:**

1. .... ID NO: .....  
**(Name in Print):**

2. .... ID NO: .....  
**(Name in Print):**



# CONTRACT

## PART 1 (OF 4): AGREEMENT AND CONTRACT DATA

<b>C1.1</b>	<b>Form of Offer and Acceptance</b>	<b>52</b>
<b>C1.2</b>	<b>Contract Data</b>	<b>58</b>
<b>C1.3</b>	<b>Disclosure Statement</b>	<b>62</b>

**C1.1: FORM OF OFFER AND ACCEPTANCE**

**(Agreement)**

**1. OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following Works:

**APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR FOR THE DRILLING AND INSTALLATION OF BOREHOLES AS PER TENDER DOCUMENT**

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and Addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

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

..... Rand (in words);    R ..... (in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in terms of the Conditions of Contract identified in the Contract Data.

For the **Tenderer:**

.....  
Signature

.....  
Name

.....  
Capacity

Name and Address of Organisation:

.....

.....

.....

.....

.....

Signature and Name of Witness:

.....  
Signature

.....  
Name

Date: .....

**2. ACCEPTANCE**

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in

**Part C1: Agreements and Contract Data (which includes this Agreement)**

**Part C2: Pricing Data**

**Part C3: Scope of Work**

**and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.**

Deviations from and amendments to the documents listed in the Tender Data and any Addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviation (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 the obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five (5) days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

For the **Employer**:

.....  
Signature

.....  
Name

.....  
Capacity

Name and Address of Organisation:

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

Signature and Name of Witness:

.....  
Signature

.....  
Name

Date: .....

### 3. SCHEDULE OF DEVIATIONS

**Notes:**

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process, of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance, either as a confirmation, clarification or change to the tender documents, and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1. Subject: .....  
Details: .....
2. Subject: .....  
Details: .....
3. Subject: .....  
Details: .....
4. Subject: .....  
Details: .....
5. Subject: .....  
Details: .....
6. Subject: .....  
Details: .....
7. Subject: .....  
Details: .....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and Addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer 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 tender documents and the receipt by the Tenderer 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 Tenderer:**

.....

Signature

.....

Name

.....

Capacity

Name and Address of Organisation

.....

.....

.....

.....

.....

.....

.....

Witness Signature

.....

Witness Name

.....

Date

**For the Employer:**

.....

.....

.....

Name and Address of Organisation

.....

.....

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.....

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.....

.....

.....

.....

**4. CONFIRMATION OR RECEIPT**

The Tenderer, (now Professional Service Provider), identified on the Offer part of this Agreement, hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the ..... (day)

of ..... (month)

20 ..... (year)

at ..... (place)

For the **Professional Service Provider**:

.....  
Signature

.....  
Name

.....  
Capacity

Signature and Name of Witness:

.....  
Signature

.....  
Name

<b>C1.2: CONTRACT DATA</b>
----------------------------

The CIDB Standard Professional Services Contract (July 2009) (Third Edition of CIDB document 1014) is applicable to this Contract and are obtainable from [www.cidb.co.za](http://www.cidb.co.za).

**PART 1: DATA PROVIDED BY THE EMPLOYER**

The following contract specific data, referring to the Standard Professional Services Contract (July 2009) (Third Edition of CIDB document 1014), are applicable to this Contract:

Clause	Description / Wording
3.4 and 4.3.2	<p>The Employer is the Kouga Local Municipality.</p> <p>The authorised and designated representative of the Employer is: Name: Christa Venter</p> <p>The address for receipt of communications is: Telephone: 042 200 2200 E-mail: cventer@kouga.gov.za Street Address: 33 Dama Road Jeffreys Bay. Postal Address: PO Box 21, Jeffreys Bay, 6330.</p>
1	The Project is for the appointment of a Suitably Qualified Contractor for the drilling and installation of boreholes at the Humansdorp Landfill Site and Supertubes Park (Jeffreys Bay).
3.5	The Site Location is indicated in Par C3.2 of the Scope of Works.
3.6	The Service Provider may not release public or media statements or publish material related to the services or Project under any circumstances.
3.12	The penalty payable is R2,000.00 per Day Subject to a maximum amount of R50,000.00.
3.15.1	The programme shall be submitted within 14 Days of the award of Contract.
3.15.2	The Service Provider shall update the programme at intervals not exceeding 6 weeks.
3.16	Time based fees shall not be adjusted for inflation.
4.3.1(d)	The Service Provider may be required to assist in the obtaining of approvals, licences and permits from the state, regional or municipal authorities having jurisdiction over the Project.
5.4.1	<p>The Service Provider is required to provide professional indemnity cover.</p> <p>The Service Provider is required to provide the following insurances:</p> <ol style="list-style-type: none"> <li>1. Professional Indemnity Cover is: R5,000,000.00 Period of Cover: Duration of the Contract</li> <li>2. Public Liability Cover is: Not less than R1,000,000.00 per single event. Period of Cover: Duration of the Contract</li> </ol>
5.5	<p>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> <li>• Incurring costs that will result in the exceeding of the Form of Offer;</li> <li>• Making deviations from the Contract.</li> </ul>
7.2	The Service Provider is required to provide personnel in accordance with the provisions of Clause 7.2 and to complete the Personnel Schedule.
8.1	The Professional Service Provider is to commence the performance of the Services within seven Days of date that the Contract becomes effective.
8.4.3(c)	The period of suspension under clause 8.5 is not to exceed 8 weeks.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
11.1	The Service Provider may only subcontract any work which he has the skill and competency to perform if approved so in writing by the Employer.
12.1	Interim settlement disputes is to be by mediation.
12.2	Final settlement is by arbitration.

12.2.1	In the event that the parties fail to agree on a mediator, the mediator is nominated by the Employer.
13.1.3	All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance of R5,000,000.00 for each party.
15	The interest rate will be prime interest rate of the Employer's bank account.

**PART 2: DATA PROVIDED BY THE SERVICE PROVIDER**



**C1.3: DISCLOSURE STATEMENT**

**PRO FORMA  
DISCLOSURE STATEMENT**

Date: .....

Contract: .....  
(Name)

Professional Service Provider: .....  
(Name)

Employer: .....  
(Name)

Employers Agent: .....  
(Name)

Dear Sirs

I am willing and available to serve as (ad-hoc / standing) Adjudication Board Member in the above-mentioned Contract.

In accordance with the General Conditions of Contract for Construction Works Adjudication Board Rules relating to the disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

- I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.
- I have had no previous involvement in this project.
- I do not have any financial interest in this project.
- I am not currently employed by the Contractor, Employer or Employers Agent.
- I do not have any financial connections with the Contractor, Employer or Employers Agent.
- I do not have or have not had a personal relationship with any authoritative member of the Contractor, Employer or the Employers Agent which could affect my impartiality.
- I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect same.

*Should there be any deviation from the foregoing statements, details shall be given.*

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting the contract documentation.

Name in full: .....

Signature: .....

# CONTRACT

## PART 2 (OF 4): PRICING DATA

<b>C2.1</b>	<b>Pricing Instructions</b>	<b>64</b>
<b>C2.2</b>	<b>Pricing Schedule and Summary</b>	<b>67</b>

## C2.1: PRICING INSTRUCTIONS

### PREAMBLE TO THE BILL OF QUANTITIES

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract, that the tenderer has taken into account when developing his prices.

1. The short descriptions given in the Pricing Schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work.
2. For the purpose of the Pricing Schedule, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work.
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Sum:	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
3. A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the Pricing Schedule. If a nil rate (i.e. "nil" or "0.00") is entered against an item, it will be considered that there is no charge for that particular item. **An item against which no rate (or rates, in the case of rate categories if provided) is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.**
4. The rates, sums, percentage fees and prices in the Pricing Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. Time based rates shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.
5. Where quantities are given in the Pricing Schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Pricing Schedule. In respect of time based services, the allocation of staff must be agreed with the employer before such services are rendered.
6. Stage 1 to Stage 6 of Normal Services will not be based on a percentage of a construction estimate, but on the Tenderer's own independent pricing for the relevant Stages. Stages 1 to 6 for Normal Services are as defined in Par 3.2 of the Guideline for Services and Processes for Estimating Fees for Registered Persons in terms of the Engineering Profession Act (46 of 2000), Published in Government Gazette No 39480, 4 December 2015.
7. Provision for time-based services which fall beyond the scope of normal services as described in the Scope of Work has been made in the Pricing Schedule. The estimated period of involvement of each category of person must be agreed with the Employer before any work in this regard commences.
8. The categories of persons in respect of time-based fee rates for professional services shall be as specified in the BoQ for the Key Persons.
9. A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.
10. Provisional sums are provided in respect of services and may not be removed from the BoQ during pricing. Where services are to be sub-contracted out by the Service Provider, which do not exceed R200 000,00 (including VAT) in value, the Service Provider will typically be required to invite three quotations from suitably qualified sub-consultants/contractors. Where the sub-contracted services are likely to exceed R200 000,00 (including VAT) in value, the Service Provider shall follow an open tender process in respect of this work. A mark up (extra over) in respect of all other costs, overhead charges and profit will be applicable in respect of all sub-contracted services not specifically itemised in the Pricing Schedule.
11. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which claimable under Miscellaneous Items at DPW rates. Payment will only be made for copies of reports and drawings submitted

to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.

12. Construction monitoring staff shall be reimbursed for travelling expenses as per the relevant Travel: Construction Stage item.

13. All travel expenses are to be priced under the relevant items (pre- and during construction).

14. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract as amended by the Contract Data.

15. All charges in respect of attendance at meetings) and the provision of secretarial services, shall be included in the tendered basic fee for normal services (Item No. 1.1 of the Pricing Schedule).

16. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.

**C2.2 PRICING SCHEDULE AND SUMMARY**

**SECTION 1: PRICING SCHEDULE (HUMANSDORP LANDFILL)**

NO.	ITEM	UNIT	QUANTITY	RATE EXCL. VAT	AMOUNT EXCL. VAT
1.	Establishment & Setup of rig	SUM			
2.	Drill 10" (254mm) (18 meter per borehole)	Meter	36		
3.	Drill 6.5" (152mm) (82 meter per borehole)	Meter	164		
4.	Install 200mm UPVC casing (18 meter per borehole)	Meter	36		
5.	Install 140mm PVC CL12 Perfo Threaded (18 meter per borehole)	Meter	36		
6.	Install 140mm PVC CL12 Solid Threaded 82 meter	Meter	164		
7.	Lockable end cap	No	2		
8.	Lock	No	2		
9.	Rocla ring with lockable lid	Each	2		
10.	Gravel Pack	Per 20kg bag	80		
11.	Sanitary Seal	No	2		
12.	Concrete collar	No	2		
13.	OHS Compliance	Sum	1		
<b>SUBTOTAL SECTION 1 CARRIED FORWARD TO SUMMARY:</b>					

**SECTION 2: PRICING SCHEDULE (SUPERTUBES PARK, JEFFREYS BAY)**

NO.	ITEM	UNIT	QUANTITY	RATE EXCL. VAT	AMOUNT EXCL. VAT
1.	Establishment & Setup of rig	SUM			
2.	Drill 10" (254mm) (18 meter per borehole)	Meter	18		
3.	Drill 6.5" (152mm) (82 meter per borehole)	Meter	82		
4.	Install 200mm UPVC casing (18 meter per borehole)	Meter	18		
5.	Install 140mm PVC CL12 Perfo Threaded (18 meter per borehole)	Meter	18		
6.	Install 140mm PVC CL12 Solid Threaded 82 meter	Meter	82		

7.	Lockable end cap	No	1		
8.	Lock	No	1		
9.	Rocla ring with lockable lid	No	1		
10.	Gravel Pack	Per 20kg bag	40		
11.	Sanitary Seal	No	1		
12.	Concrete collar	No	1		
13.	OHS Compliance	Sum	1		
<b>SUBTOTAL SECTION 2 CARRIED FORWARD TO SUMMARY:</b>					
<b>TOTAL (SUBTOTAL SECTION 1 + SUBTOTAL SECTION 2)</b>					
ADD: 15% VALUE ADDED TAX ON TOTAL ABOVE					
<b>TOTAL TENDER AMOUNT (INCL. VAT)</b> Carried to form of offer & Acceptance					

Notes:

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

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

## **SCOPE OF WORKS**

- C3.1 EMPLOYERS OBJECTIVE**
- C3.2 BACKGROUND AND SITE LOCATION**
- C3.3 AS-BUILT INFORMATION AND PHOTOS**
- C3.4 PROPOSED NEW INFRASTRUCTURE**
- C3.5 EXTENT OF THE SERVICES REQUIRED**
- C3.6 TECHNICAL REQUIREMENTS**
- C3.7 HEALTH, SAFETY AND ENVIRONMENT (HSE)**
- C3.8 EXPERIENCE AND CAPACITY REQUIREMENTS**
- C3.9 DELIVERABLES**
- C3.10 PRICING SCHEDULE**
- C3.11 EVALUATION CRITERIA**

### C3.1 EMPLOYER'S OBJECTIVES

Kouga Municipality invites suitably qualified and experienced service providers to drill, construct, develop and commission boreholes at the Humansdorp Landfill Site and Supertubes Park.

The purpose of the boreholes is to:

- Monitor groundwater quality and levels in compliance with environmental authorisations and license conditions; and
- Support environmental risk management at the landfill site and park.

### C3.2 BACKGROUND AND SITE LOCATION

Humansdorp Landfill is situated along Felix Street, Humansdorp within the municipal boundaries of Kouga Local Municipality. It is accessible via the R330 (please refer to Figure 1 below).



Figure 1: Locality of Humansdorp Landfill

Supertubes Park is situated along Da Gama Street, Jeffreys Bay within the municipal boundaries of Kouga Local Municipality. It is accessible via the R102 (please refer to Figure 2 below).



Figure 2: Position of Supertubes Park (Jeffreys Bay).

### C3.3 AS BUILT INFORMATION AND PHOTOS

Provide a comprehensive borehole completion report including:

- Borehole logs (lithology and construction)
- GPS coordinates (WGS84) and elevations
- Drilling depths and casing details
- Photographic record
- Development and testing results
- As-built drawings
- Health and safety file

### C3.4 PROPOSED NEW INFRASTRUCTURE

#### A) Drill and equip 2 boreholes at Humansdorp landfill.

##### Specification per borehole:

<b>Establishment &amp; Setup of rig Humansdorp landfill</b>	<b>Sum</b>
Drill 10" (254mm) borehole	18 meter
Drill 6.5" (152mm) borehole	82meter
Install upvc casing 200mm	18 meter
Install 140 mm PVC cl12 Perfo Threaded	18 meter
Install PVC cl12 Solid Threaded 140mm	82 meter
Lockable End Cap	1
Rocla ring with lockable lid	1
Gravel Pack per 20 kg bag	40
Sanatory seal	1
Concrete collar	1
Lock	1

**B) Drill and equip 1 borehole at Supertubes in Jeffreys Bay.**

<b>Establishment &amp; Setup of rig Humansdorp landfill</b>	<b>Sum</b>
Drill 10" (254mm) borehole	18 meter
Drill 6.5" (152mm) borehole	82meter
Install upvc casing 200mm	18 meter
Install 140 mm PVC cl12 Perfo Threaded	18 meter
Install PVC cl12 Solid Threaded 140mm	82 meter
Lockable End Cap	1
Rocla ring with lockable lid	1
Gravel Pack per 20 kg bag	40
Sanatory seal	1
Concrete collar	1
Pump Kit including valve box, piping, pump and installation	1
Lock	1

### **C3.5 EXTENT OF THE SERVICES REQUIRED**

The successful bidder shall provide a **turnkey service**, including but not limited to:

#### **C3.5.1 Pre-drilling Activities**

- Review available site information, landfill/park layout and monitoring requirements
- Attend a compulsory site inspection
- Borehole siting. Confirm borehole positions in consultation with the Employer.
- Identify and mitigate risks related to landfill gas, waste stability and contamination

#### **C3.5.2 Borehole Drilling**

Drill boreholes using appropriate methods (e.g. rotary mud, air percussion) suitable for landfill conditions and built environment (Supertubes Park).

#### **C3.5.3 Borehole Construction**

- Install suitable casing (uPVC / HDPE / steel as specified)
- Install slotted screens at targeted monitoring zones
- Place filter pack (washed silica sand or approved equivalent)
- Install bentonite seals and cement grout to prevent vertical migration
- Construct lockable surface completion including:
  - Concrete collar
  - Rocla ring with lockable lid
  - Protective UPVC casing
  - Lockable cap
  - Borehole ID plate

#### **C3.5.4 Borehole Development**

- Develop boreholes until water is clear and free of drilling residues
- Record yield, recovery rate and basic hydrogeological observations

#### **C3.5.5 Testing and Commissioning**

- Measure static water levels
- Conduct basic yield or slug testing (if required)
- Ensure boreholes are fit for purpose for long-term monitoring

### **C3.6 TECHNICAL REQUIREMENTS**

- All work shall comply with:
  - National Water Act (Act 36 of 1998)
  - Waste Act (Act 59 of 2008)
  - Minimum Requirements for Waste Disposal by Landfill (or current norms and standards)
  - SANS and DWS groundwater guidelines
- Drilling fluids and additives must be environmentally safe
- No discharge of contaminated drilling water on site without approval
- Boreholes must be sealed immediately if abandoned or unsuccessful

### **C3.7 HEALTH, SAFETY AND ENVIRONMENT (HSE)**

The contractor shall:

- Prepare a site-specific Health and Safety Plan
- Comply with the Occupational Health and Safety Act
- Address landfill-specific risks including:
  - Landfill gas
  - Unstable waste surfaces
  - Contaminated materials
- Provide and enforce use of PPE
- Ensure safe handling and disposal of drill cuttings and fluids
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### **C3.8 EXPERIENCE AND CAPACITY REQUIREMENTS**

Bidders must demonstrate:

- Minimum **5 years' experience** in borehole drilling
- Proven experience drilling **on or adjacent to landfill sites**
- Access to suitable drilling rigs and equipment
- Employment of a qualified hydrogeologist or engineering geologist
- Ability to work in environmentally sensitive and hazardous areas.

### **C3.9 DELIVERABLES**

- Completed and commissioned boreholes

- Borehole completion and hydrogeological report
- GPS and GIS-ready borehole location data
- Health and safety file
- Completion certificate signed by the Employer's Representative

### **3.10 PRICING SCHEDULE**

Bidders must submit a detailed pricing schedule including:

- Mobilisation and demobilisation
- Drilling per metre
- Casing and materials
- Borehole development
- Testing
- Reporting

### **3.11 CONDITIONS OF CONTRACT**

- The Employer reserves the right to adjust borehole locations
- All boreholes remain the property of the Municipality
- Poorly constructed or non-functional boreholes will not be paid for
- Work is subject to inspection and acceptance by the Employer
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### **C3.11 EVALUATION CRITERIA**

Tenders will be evaluated on:

- technical approach
- Relevant experience
- Price
- Compliance with SCM and legislative requirements