



BID DOCUMENT

APPOINTMENT OF A PANEL OF CONTRACTORS FOR THE ESTABLISHMENT, REFURBISHMENT, DRILLING, LINING AND EQUIPPING OF BOREHOLES IN THE EASTERN CAPE ON AN ADHOC BASIS FOR A PERIOD OF 3 YEARS

BID No. AW 2019/20/31

ISSUED AND PREPARED BY:

Amatola Water
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For Office Use:
Signatures of AW Officials at Bid Opening
1.
2.
3.
4.

CLOSING DATE: 17 MARCH 2020 AT 11H00

BIDDER TO COMPLETE	
NAME of Company/Close Corporation or Partnership/Consortium/Joint Venture or Sole Proprietor/Individual	
TRADING AS (if different from above)	
CSD REGISTRATION NUMBER	



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Part T1: Tendering procedures

T1.1 Tender Notice

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T1.1

Bid Notice



AMATOLA WATER TENDER ADVERT

INVITATION AND SCOPE OF WORK

Suitably experienced Contractors are invited to respond to this bid invitation for the following projects:

TENDER NO: AW2019/20/31

APPOINTMENT OF A PANEL OF CONTRACTORS FOR THE ESTABLISHMENT, REFURBISHMENT, DRILLING, LINING AND EQUIPPING OF BOREHOLES IN THE EASTERN CAPE ON AN ADHOC BASIS FOR A PERIOD OF 3 YEARS

TENDER CONDITIONS

- The CIDB, PPPFA and other relevant procurement legislation applicable to a 3B entity will apply.
- The 80/20 point scoring system will be utilised.
- Tenders which are late, incomplete, unsigned or submitted electronically will not be accepted.
- Amatola Water does not bind itself to accept the lowest or any tender and reserves the right to accept any tender or portion of the tender.

INVITATION AND SCOPE OF WORK

Suitably experienced and qualified Contractors are invited to respond to this bid invitation for the THE ESTABLISHMENT, REFURBISHMENT, DRILLING, LINING AND EQUIPPING OF BOREHOLES IN THE EASTERN CAPE ON AN ADHOC BASIS FOR A PERIOD OF 3 YEARS.

Bid Number	Bid Description and Scope of Work	CIDB Grading	Bid Closing Date and Time
AW2019/20/31	THE ESTABLISHMENT, REFURBISHMENT, DRILLING, LINING AND EQUIPPING OF BOREHOLES IN THE EASTERN CAPE ON AN ADHOC BASIS FOR A PERIOD OF 3 YEARS	3ME OR HIGHER	17 March 2020 @ 11h00

Only tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading of 3ME and those who satisfy the criteria stated in the tender data, will be eligible to tender.

TENDER PUBLICATION

Tender documents will be available from **2nd March 2020**. Tender documents can be downloaded from the Amatola Water website at www.amatolawater.co.za.

TENDER SUBMISSION

The original completed bid documents must be submitted in a sealed envelope or parcel endorsed with the Bid Number and Bid Description detailed in the Tender Data. The sealed envelope must be deposited in the Bid/Tender Box located in the reception area of Amatola House, 6 Lancaster Rd, Vincent, East London.

Mrs V Zitumane
Chief Executive

Tender Enquiries

No telephonic enquiries relating to this tender will be entertained. All enquiries regarding this tender must be in writing only and must be directed to:

Technical Enquiries: Mr M. Prince at E-mail: **mprince@amatolawater.co.za**

SCM Enquiries: Mr S. Biyela at E-mail: sbiyela@amatolawater.co.za

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Board Notice of 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annexure to this Tender Data.

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.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

Clause number	Tender Data
F.1	General
F.1.1	Actions <i>Add the following:</i> The Employer is the Amatola Water
F.1.2	Tender Documents <i>Add the following:</i> The following documents form part of this tender: <ol style="list-style-type: none">1. The General Condition of Contract (2015) third edition will apply.2. This tender document issued by the Employer is (TENDER NO: AW2019/20/31 - APPOINTMENT OF A PANEL OF CONTRACTORS FOR THE ESTABLISHMENT, REFURBISHMENT, DRILLING, LINING AND EQUIPPING OF BOREHOLES IN THE EASTERN CAPE ON AN ADHOC BASIS FOR A PERIOD OF 3 YEARS

The Tender**Part T1: Tendering Procedures**

- T1.1 Tender notice and invitation to tender
- T1.2 Tender data

Part T2: Returnable Documents

- T2.1 List of returnable documents
- T2.2 Returnable schedules

The Contract**Part C1: Agreements and contract data**

- C1.1 Form of offer and acceptance
- C1.2 Contract data

Part C2: Pricing data

- C2.1 Pricing Assumptions
- C2.2 Activity Schedule

Part C3: Scope of work

- C3.1 Scope of Work

This document must be returned to the Employer, completed in all respects, together with any additional supporting documentation required, in terms of submitting a tender offer.

F.1.4 Communication and employer's agent

The Employer's representative for the purposes of any communication between the employer and tenderer, is:

Name: Mr Mabulu - Amatola Water

E-mail: As stated in the tender advert.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tender satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.13 Submitting a tender offer

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, in black ink.

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 1x Electronic copy that should be scanned and attached on a CD disk, memory stick or flash drive.

F.2.13.4 The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

F.2.13.5 The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

**Location of tender box:
Physical address:**

Tender Box at the office of the Amatola Water
Amatola House, 6 Lancaster Rd, Vincent, East London.

Identification details:

Tender number: **AW2019/20/31**
Title of tender: **APPOINTMENT OF A PANEL OF CONTRACTORS FOR THE ESTABLISHMENT, REFURBISHMENT, DRILLING, LINING AND EQUIPPING OF BOREHOLES IN THE EASTERN CAPE ON AN ADHOC BASIS FOR A PERIOD OF 3 YEARS**

Name and address of tenderer: (to be inserted by tenderer) _____

Sealed tenders with the identification details on the envelope must be placed in the appropriate official tender box at the abovementioned address.

F.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.

F.2.15 Closing time

F.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.16 Tender offer validity

F.2.16.1 The tender offer validity period is **90 days**.

F.2.17 Clarification of tender offer after submission

A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request for such clarification.

F.2.23 **Certificates**

F.2.23.1 **Tax Clearance Certificate**

Tenderers shall be registered and in good standing with the South African Revenue Service (SARS) and shall submit documentary evidence in the form of an **original** valid Tax Clearance Certificate issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations.

Each party to a Consortium/Joint Venture shall submit a separate valid Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.

F.3 **The Employer's undertakings**

F.3.2 **Issue Addenda**

Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

F.3.4 **Opening of tender submissions**

F.3.4.1 The time and location for opening of the tender offers is:

Time: Tenders will be opened immediately after the closing time for receipt of tenders as stated in the Tender Notice and Invitation to Tender, or as stated in any Addendum extending the closing date.

F.3.8 **Test for responsiveness**

Tenders will be considered non-responsive if, inter alia:

- the tenderer does not comply with the eligibility criteria;
- the tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employers written request;

F.3.11 **Evaluation of tender offers**

F.3.11.1 **General**

The procedure for the evaluation of responsive tenders is **Method 1**: Financial offer, and preference. The PPPFA Regulations 2017 will apply.

PP2B Open procedure with method 1 will apply.

F.3.11.3 **Method 1: Price and preference**

The procedure for the evaluation of responsive tenders is **Method 1**, where the total number of tender evaluation points $T_{EV} = N_{FO} + N_P$ as detailed below.

Where N_{FO} = The number of tender evaluation points achieved for the Financial Offer.
 N_P = The number of tender evaluation points achieved for BBBEE Contributor level.

F.3.11.8 **Scoring Preferences**

Up to **20** tender evaluation points will be awarded for preference in respect of B-BBEE Status Level of Contribution.

In terms of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with SBD6.1

Tenderers attention is also drawn to the fact that the Employer regards a consortium and a joint venture as being one and the same. In this regard, the Employer will only enter into a contract with a formally constituted Joint Venture Partnership, in which all parties are jointly and severally liable.

F.3.11.10 **Risk Analysis**

The Employer will perform a risk analysis in respect of the following:

- (a) reasonableness of the financial offer
- (b) reasonableness of unit rates and prices

- (c) the tenderers ability to fulfill its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc.

No tenderer will be recommended for an award unless the tenderer has demonstrated that he/she has the resources and skills required.

F3.13 Acceptance of tender offer

- F.3.13.1 Tender offers will only be accepted if:
- a) the tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of an **original** valid Tax Clearance Certificate issued by SARS or proof that he or she has made arrangement with SARS to meet his or her outstanding tax obligations;
 - b) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
 - c) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System.
 - e) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

F.3.16 Notice to unsuccessful tenderers

Notice to successful and unsuccessful tenderers

Add the following to F.3.16.1:

- F.3.16.1 Before accepting the tender of the successful tenderer the Employer shall notify the successful tenderer in writing of the decision of the Employer's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice, and only once the processes described in F.3.13.2 and F.3.13.3 above have been completed can the Employer sign the Acceptance part of the Form of Offer and Acceptance.
- F.3.16.2 The Employer shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

F.3.18 Provide copies of the contract

The number of paper copies of the signed contract to be provided by the Employer is one.

F.4 Additional Conditions of Tender

The additional conditions of tender are:

F.4.1 Invalid tenders

Tenders shall be considered invalid in the following circumstances:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data);
- b) if the tender is not completed in non-erasable ink;
- c) if the Form of Offer and Acceptance has not been signed;
- d) if the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable.

F.4.2 Negotiations with preferred tenderers

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

F.4.3 General supply chain management conditions applicable to tenders

In terms of its Supply Chain Management Legislation applicable to a 3B entity the Amatola Water may not consider a tender unless the provider who submitted the tender:

- a) has furnished the Amatola Water with that provider's:
 - full name;
 - identification number or company or other registration number; and
 - tax reference number and VAT registration number, if any;
- b) has indicated whether:
 - the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
 - the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months; or
 - whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months.

Irrespective of the procurement process followed, the Amatola Water is prohibited from making an award to a person:

- who is in the service of the state;
- if the person is not a natural person, a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state; or
- who is an advisor or consultant contracted with the Amatola Water.

In this regard, tenderers shall complete the Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule will result in the tender not being considered.

F.4.8 Claims arising after submission of tender

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:

- 1) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 2) visited the site of any proposed works.
- 3) requested the Employer or his duly authorised agent to make clear the actual requirements of anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the Tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.

Annex C: Standard Conditions of Tender

The Standard Conditions of Tender as published in Annexure C of the CIDB Standard for Uniformity for Construction Procurement, Board Notice 136 Government Gazette No: 42622 of 8 August 2019 will apply.

Part T2: Returnable Documents

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

T2.1 List of Returnable Documents

The tenderer must complete the following Returnable Documents in **black ink**:

1. Returnable Schedules required for tender evaluation purposes

- 1: COMPULSORY ENTERPRISE QUESTIONNAIRE
- 2: RECORD OF ADDENDA
- 3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES
- 4: DECLARATION OF INTEREST (SBD 4)
- 5: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (SDB 6.1)
- 6: SBD 6.2 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS
- 7: DECLARATION OF BIDDERS PAST SCM PRACTICES (SBD 8)
- 8: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (SBD 9)
- 9: PREVIOUS SIMILAR WORK EXPERIENCE

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

3. C1.2 Contract Data (Part 2)

4. C2.1 Pricing Schedule

5. C2.2 Activity Schedule

RETURNABLE SCHEDULES

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: The attached SBD4 must be completed for each attender and be attached as a tender requirement

Section 7: The attached SBD6 must be completed for each attender and be attached as a tender requirement

Section 8: The attached SBD8 must be completed for each attender and be attached as a tender requirement

Section 9: The attached SBD9 must be completed for each attender and be attached as a tender requirement

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

- authorises the Employer to obtain a tax Clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that neither the name of the enterprise nor 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;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- 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;
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED:

	ENTERPRISE NAME		DATE		

	NAME		POSITION		SIGNATURE

B

Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed _____ Date _____
Name _____ Position _____
Tenderer _____

C

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms
, authorised signatory of the company
, acting in the capacity of lead partner, to sign all documents in connection with the
 tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation

(SBD4)

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“ State” means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

3. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

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

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

- 1.
2. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to below R50 000 000 (all applicable taxes included) and therefore the**80/20**..... preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = Price of lowest acceptable bid

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

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:
.....

8.3 Company registration number:
.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

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

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

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

(e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

.....

ADDRESS

.....

SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

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

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

Item no	Description	Quantity	Stipulated minimum threshold %
1	PVC Pipes	See Annexure C	100%
2	Steel Products	See Annexure C	100%
3	Electrical	See Annexure C	100%

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

(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO. AW2019/20-31

ISSUED BY: (Procurement Authority / Name of Institution): **Amatola Water**

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has

been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Annex C - Summary Schedule

(C1) Tender No.	AW2019/20-31			Note: VAT to be excluded from all calculations	
(C2) Tender description:	Drilling of Boreholes				
(C3) Designated product(s):	Electrical Cables				
(C4) Tender Authority:	Amatola Water				
(C5) Tendering Entity name:					
(C6) Tender Exchange Rate:		EU		GBP	
(C7) Specified local content %:	90%				

Annex C - Summary Schedule - Itemization of local content								Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
	Armored Cable 6mm 3 core										
	Aquavern Borehole Cable										
	Armored Cable 6mm 3 core										
									(C20) Total tender value	R 0	
<u>Signature of tenderer from Annex B</u>									(C21) Total Exempt imported content	R 0	
									(C22) Total Tender value net of exempt imported content	R 0	
									(C23) Total Imported content	R 0	
									(C24) Total local content	R 0	
Date:									(C25) Average local content % of tender		

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.	AW2019/20/31	Note: VAT to be excluded from all calculations
(D2) Tender description:	Borehole Drilling	
(D3) Designated Products:	Electrical	
(D4) Tender Authority:		
(D5) Tendering Entity name:		
(D6) Tender Exchange Rate:	Pula	EU R 9,00 GBP R 12,00

A. Exempted imported content

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	
This total must correspond with Annex C - C 21											

B. Imported directly by the Tenderer

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

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

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

D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	

Signature of tenderer from Annex B _____

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

Date: _____

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

R 0

This total must correspond with Annex C - C 23

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	AW2019/20/31	Note: VAT to be excluded from all calculations
(E2)	Tender description:	Borehole Drilling	
(E3)	Designated products:	Electrical	
(E4)	Tender Authority:	Amatola Water	
(E5)	Tendering Entity name:		

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

(E10)	Manpower costs	(Tenderer's manpower cost)	R 0
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	R 0
	(E13) Total local content		R 0
	This total must correspond with Annex C - C24		

Signature of tenderer from Annex B

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.	AW2019/20-31										Note: VAT to be excluded from all calculations
(C2)	Tender description:	Drilling of Boreholes										
(C3)	Designated product(s):	PVC Pipes										
(C4)	Tender Authority:	Amatola Water										
(C5)	Tendering Entity name:											
(C6)	Tender Exchange Rate:		EU		GBP							
(C7)	Specified local content %:	100%										
			Calculation of local content					Tender summary				
	Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
	(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
		HDPE pipe 40mm										
		HDPE pipe 50mm										
									(C20) Total tender value	R 0		
Signature of tenderer from Annex B									(C21) Total Exempt imported content	R 0		
									(C22) Total Tender value net of exempt imported content	R 0		
									(C23) Total Imported content	R 0		
									(C24) Total local content	R 0		
Date:									(C25) Average local content % of tender			

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.	AW2019/20/31	Note: VAT to be excluded from all calculations
(D2) Tender description:	Borehole Drilling	
(D3) Designated Products:	PVC Pipes	
(D4) Tender Authority:		
(D5) Tendering Entity name:		
(D6) Tender Exchange Rate:	Pula	

EU R 9,00 GBP R 12,00

A. Exempted imported content

Calculation of imported content

Summary

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

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Calculation of imported content

Summary

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

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

Calculation of imported content

Summary

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

D. Other foreign currency payments

Calculation of foreign currency payments

Summary of payments

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

Signature of tenderer from Annex B

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

Date:

This total must correspond with Annex C - C 23

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	AW2019/20/31	Note: VAT to be excluded from all calculations
(E2)	Tender description:	Borehole Drilling	
(E3)	Designated products:	PVC Pipes	
(E4)	Tender Authority:	Amatola Water	
(E5)	Tendering Entity name:		

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

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

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

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

(E13) Total local content R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.	AW2019/20-31										Note: VAT to be excluded from all calculations
(C2)	Tender description:	Drilling of Boreholes										
(C3)	Designated product(s):	Steel Products										
(C4)	Tender Authority:	Amatola Water										
(C5)	Tendering Entity name:											
(C6)	Tender Exchange Rate:		EU		GBP							
(C7)	Specified local content %:	90%										
			Calculation of local content					Tender summary				
	Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
	(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
		a) Tank stand x 4.5m (Galvanised steel or similar approved)										
		b) Tank stand x 10m (Galvanised steel or similar approved)										
									(C20) Total tender value	R 0		
Signature of tenderer from Annex B									(C21) Total Exempt imported content	R 0		
									(C22) Total Tender value net of exempt imported content	R 0		
									(C23) Total Imported content	R 0		
									(C24) Total local content	R 0		
Date:									(C25) Average local content % of tender			

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.	AW2019/20/31	Note: VAT to be excluded from all calculations	
(D2) Tender description:	Borehole Drilling		
(D3) Designated Products:	Steel Products		
(D4) Tender Authority:			
(D5) Tendering Entity name:			
(D6) Tender Exchange Rate:	Pula	EU R 9,00	GBP R 12,00

A. Exempted imported content

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value											R 0
This total must correspond with Annex C - C 21											

B. Imported directly by the Tenderer

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

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

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

D. Other foreign currency payments

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

Signature of tenderer from Annex B

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

Date:

This total must correspond with Annex C - C 23

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	AW2019/20/31
(E2)	Tender description:	Borehole Drilling
(E3)	Designated products:	Steel Products
(E4)	Tender Authority:	Amatola Water
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

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

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

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

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

***(E13)* Total local content** R 0

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

Signature of tenderer from Annex B

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

SBD 9

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 Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)

 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE CONTRACT

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **APPOINTMENT OF A PANEL OF CONTRACTORS FOR THE ESTABLISHMENT, REFURBISHMENT, DRILLING, LINING AND EQUIPPING OF BOREHOLES IN THE EASTERN CAPE ON AN ADHOC BASIS FOR A PERIOD OF 3 YEARS.**

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contracts 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 FEES ARE LISTED BELOW:

Bid Price in numerical numbers:	
Bid Price in words:	

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

Signature

Name

Capacity

for the tenderer

(Name and address of organization)

Name and signature of witness Date:

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 Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as 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.

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

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

Signature

Name

Capacity

for the Employer: AMATOLA WATER

Name and signature of witness Date

Schedule of Deviations

1 Subject _____

Details

2 Subject _____

Details

3 Subject _____

Details

4 Subject _____

Details

By the duly authorised representatives signing this agreement, 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.

C1.2 Contract Data

Part 1: Contract Data completed by the Employer	
Clause	
	The Employer is the AMATOLA WATER-
	The Authorised and designated representative of the Employer is: Name: Mrs V. Zitumane The Address for recipient of communication is: Amatola House, 6 Lancaster Rd, Vincent, East London. Contacts: Clayton Bhana Email : cbhana@amatolawater.co.za
1	The Project is the provision of APPOINTMENT OF A PANEL OF CONTRACTORS FOR THE ESTABLISHMENT, REFURBISHMENT, DRILLING, LINING AND EQUIPPING OF BOREHOLES IN THE EASTERN CAPE ON AN ADHOC BASIS FOR A PERIOD OF 3 YEARS. for Amatola Water.
2	The period of performance is 36 months
3.5	The location of the performance of the contract: Eastern Cape
3.6	The Service Provider may not release public or media statements or publish material related to the services or project under circumstances.
5.4.1	The Service Provider is required to provide professional indemnity cover as set out in the Professional Indemnity Schedule
9.1	Copyright of documents prepared for this project shall be vested with the Employer
12.1	Interim settlement of disputes is to be by mediation
12.1/12.3	The alternative dispute settlement will be by Arbitration
12.2.1	In the event that the two parties fail to agree on a mediator, the mediator is nominated by the CIDB
12.2.3	In the event that the two parties fail to agree on an arbitrator, the arbitrator is nominated by the CIDB
15	The interest will be prime interest rate of the Employer's bank at the time that the amount is due.
Part 2: Contract Data provided by the Service Provider.....	
1	The Service Provider is:..... Address:..... Telephone:.....
2	The Authorised and designated representative of the Service Provider is: Name: The Address for recipient of communication is: Address..... Telephone:.....

C1.3 CIDB ADJUDICATOR'S AGREEMENT

This agreement is made on the day of between:

..... (name of company / organisation)
of
..... (address) and
..... (name of company / organisation)
of
..... (address)

(the Parties) and

..... (name)
of
..... (address)

(the Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated and known as.....

and these disputes or differences shall be/have been* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

* Delete as necessary

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: _____
 Name: _____
 who warrants that he / she is duly
 authorised to sign for and on
 behalf of the first Party in the
 presence of _____

SIGNED by: _____
 Name: _____
 who warrants that he / she is
 duly authorised to sign for and
 behalf of the second Party in the
 presence of _____

SIGNED by: _____
 Name: _____
 the Adjudicator in the presence of

Witness
 Name: _____
 Address: _____

Witness:
 Name _____
 Address: _____

Witness:
 Name: _____
 Address: _____

Date: _____

Date: _____

Date: _____

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R. in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R. This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

* Delete as necessar

C2.1 Schedules of Prices (BOQ)

Pricing will be rates based as the full scope of works and budget is unknown. Bidders must complete the rates section as listed in this BoQ. This is a rates based tender.

BILL OF QUANTITIES DOCUMENT						
PROJECT :						
Item No.	Paym. Refers	Item Description	Unit	Quant.	Rate	Amount Rands/cents
	SANS	SECTION 1				
	1200 A	PRELIMINARY AND GENERAL				
1.1 FIXED CHARGE ITEMS						
	A					
1.1.1	8.3.1	Contractual requirements to cover the Contractor's costs for the provision of sureties, insurances and other requirements as FIDIC yellow book.	sum	1		
1.1.2		The Contractor to establish facilities on site as follows :				
1.1.2.1		Nameboards as per Specifications	No	1		
1.1.3		Facilities for the Contractor for the duration of the Contract				
1.1.3.1		Provide offices and storage sheds as necessary for the duration of the Contract	sum	1		
1.1.3.3		Provide living accommodations for the Contractor and his employees	sum	1		
1.1.3.4		Provide ablution and latrine facilities as per conditions of construction	sum	1		
1.1.3.5		Supply tools and equipment as per the Contractor's requirements	sum	1		
1.1.3.6		Provide water supplies, electric power and communications as necessary	sum	1		
1.1.3.7		Deal with water as described in SANS 1 200 A section 5.5	sum	1		
1.1.3.8		The Contractor to establish access road to site (Sub Clause 5.8 in SANS 1 200 A)	rate			
1.1.3.9	8.3.3	Other fixed charge obligations by the Contractor that are relevant to the successful completion of the Contract (specify items)	sum	1		
1.1.4	8.3.4	The Contractor to remove site establishment upon completion of the Contract	sum	1		
1.1.5		Make provision for traffic control, danger, road narrowing, speed reducing and deviation signs, safety cordon chevrons, deviation drums, night lights, flag men etc., all according to the relevant SANS, Municipal and South African Department of Transport regulations and specifications	sum	1		
1.2 TIME RELATED ITEMS						
	A					
1.2.1	8.4.1	Contractual requirements to cover the Contractor's costs for the 6 months duration of contract for the providing of sureties, insurances and other requirements as stated in the Tender Document	sum	1		
1.2.2.2	8.4.2.2	a.) Facilities for the Contractor for the duration of the 6 months Contract as stated in items 1.1.3.1 through 1.1.3.8	sum	1		
TOTAL CARRIED FORWARD						

Item No.	Paym. Refers	Item Description	Unit	Quant.	Rate	Amount Rands/cents
SECTION 1 (CONTINUED)						
PRELIMINARY AND GENERAL						
-\BROUGHT FORWARD FROM PAGE 2						
1.2.3	8.4.3	Supervision as specified in the SANS 1 200 A, the Contractor's attention will be called to the Clause dealing with the " Site Supervision " in the " Conditions of Tender " section in the Tender Document for 6 months contract duration	sum	1		
1.2.4	8.4.4	The Contractor's company and head office overhead costs for 6 months contract duration	sum	1		
1.2.5	8.4.5	Other time related obligations by the Contractor that are relevant to the successful completion of the Contract for 6 months contract duration	sum	1		
1.3 PROVISIONAL SUMS BY THE CLIENT						
1.3.1	A	Provisional sum for various tests requested by the Geohydrologist or his representative in the site instruction book, where the date, position, nature and costs of such tests must be recorded and a copy must accompany the Contractor's certificate for payment purposes (quality and quantity) refer scope of work.	sum	1		
1.3.3		Provisional sum for two community liaison officers (Ward 1 and 21)	Prov.	2		
1.3.4		Contractor's overhead and profit on Item 1.3.3	%	15		
1.3.5		Provisional sum for electrical connection to borehole sites	Prov.	1		
1.3.6		Contractor's overhead and profit on Item 1.3.5	%	15		
RIED TO SUMMARY						R -

Item No.	Item No	Item Description	Unit	Quant.	Rate	Amount Rands/cents
5.3		Borehole Pumpstation and Reservoir				
5.3.1		A. HYDROGEOLOGICAL SERVICES				
		Siting	1	2		
		Drilling Supervision	1	32		
		Pump Test Supervision	1	16		
		Water Quality	1	2		
		Installation Supervision	1	80		
		Travelling	1	1 500		
		B. DRILLING OF PRODUCTION BOREHOLE				
		1 Establishment (Drilling)	1	sum		
		2 Drilling Rig Set-up	1	sum		
		3 Inter Borehole Moves	1	sum		
		4 Air Percussion Drilling	1			
		5 b) 219 mm from 0 - 150m	1	150		
		c) 165 mm from 0 - 150m	1	150		
		d) 300 mm from 0 - 150m	1	150		
		6 Development of Borehole	1	2		
		7 Filter Pack	1	sum		
		8 Capping of Borehole	1	sum		
		9 Mild Steel Casings	1	sum		
		a) 177 mm O.D plain	1	20		
		b) 177 mm O.D Perforated	1	20		
		c) 200-300 mm O.D Plain	1	20		
		c) 200-300 mm O.D Perforated	1	20		
		10 Insertion or removal of casing	1	6		
		11 Reporting	1	16		
		C. PUMP TEST OF PRODUCTION BOREHOLE				
		1 Establishment (Test Pump)	1	sum		
		2 Inter Borehole Moves	1	sum		
		3 Set-up	1	sum		
		4 Installation and removal of pump	1	sum		
		5 Variable discharge Test	1	4		
		6 Constant Discharge Test	1	24		
		7 Recovery	1	24		
		8 Laying of discharge hose	1	sum		
		9 Capping of borehole	1	sum		
		10 Reporting	1	4		
		11 Water testing and Sampling & Delivery to Water Laboratory	1	sum		
		D. TANKSTANDS / TANKS AS SPECIFIED & PUMP INSTALLATION/ TRENCHING / PIPE LAYING				
		1 Establishment	1	sum		
		2 Travelling Charge	rate only	1 500		
		3 Installation of Submersible Pump to top of Bh (Duty only)	1	sum		
		4 Water pump complete with motor, starter (Duty Only)	1	sum		
		5 a) Armored Cable 6mm 3 core	rate only	110		
		b) Armored Cable 6mm 3 core				
		6 Aquavern Borehole Cable	1	110		
		7 HDPE pipe 50mm	1	50		
		8 HDPE pipe 40mm	1	50		
		9 Floatswitch	1	sum		
		10 Sundries	1			
		11 Trench Digging	1	50		
		12 a) Tank stand x 4.5m (Galvanised steel or similar approved)	1	sum		
		b) Tank stand x 10m (Galvanised steel or similar approved)				
		13 a) 50 000 litre Tank				
		b) 5000 litre Tank	1	sum		
		1 Tap with stand and cement block	1	sum		
		2 Sand, crusher, cement	1	sum		
		3 Borehole pump cover	1	Prov sum		
		4 Labour	1	sum		
		5 Pressure Pump (Duty)	1	sum		
		6 Base plate for pressure pump	1	sum		
		7 Electrician and certificate (CoC)	1	sum		
		8 Pump house	1	sum		
Total Carried to Summary						

C3 Scope of Work (Terms of Reference)

Abbreviations

AW AMATOLA WATER

INTRODUCTION

Amatola Water request service providers/ contractors to conduct the drilling and equipping of boreholes aimed at the establishing the groundwater source as a water supply in identified communities within certain Municipalities of the Eastern Cape Province.

This document lists activities that are proposed and service provider's methodology of carrying out these activities which should entail site visits, desktop studies, geophysical surveys, exploration drilling, borehole pumping tests, equipping of the boreholes and commissioning as provided for in the AW business plan.

PROJECT OBJECTIVES

The main objective of this project is to establish a new groundwater source aimed at meeting the projected water demands for the defined community and/or mitigate against the drought-stricken province.

SCOPE OF WORK

The investigation should include desktop study, exploration drilling and pumping tests of the successfully drilled borehole and equipping.

Main aspects to be covered include:

- a) Desktop study;
- b) Geophysical surveying for exploration drilling;
- c) Drilling of a production borehole according but not limited to the DWS minimum standards and guidelines;
- d) Aquifer pumping tests of a successfully drilled borehole according but not limited to the DWS minimum standards guidelines;
- e) Hydro-chemical sampling of the tested boreholes to determine the water quality status;
- f) Issuing of borehole management recommendations;
- g) Borehole equipping with an electrical motorised powered submersible pump; and
- h) Compile borehole investigation report.

METHODOLOGY

Based on the proposed groundwater programme the following methodologies should be employed.

Desk Study

Existing borehole information from Water and Sanitation Department (DWS), Water Research Commission (WRC) and previous studies conducted within the defined project area should be assessed to compare yields, water levels and water quality in order to determine whether the aquifers are stable or deteriorating. Aerial photos and other data obtained from previous groundwater investigations should be studied and extrapolated to identify geological structures such as dykes, faults and lineaments that can be used for water balances sheet.

Hydrocensus

Borehole verification within a 1 km radius of the identified community should be conducted to verify the use of groundwater in the area. Existing boreholes and springs in the defined areas should be the direction of groundwater in the area.

Geophysical Investigation

A geophysical survey should be conducted to identify and accurately position any structural features and lithology changes which could influence groundwater movement. The geophysical survey to accurately define the positions of structural features, weathering zones and other features of significance to groundwater occurrence should comprise Electro Magnetic 34(EM-34) and magnetic profiling supported by Vertical Electrical Resistivity Soundings (VES) if required. The survey should assist in selecting sites for the drilling of groundwater boreholes.

A proton precision magnetometer (G-856 Memory-Mag.) manufactured by Geometrics or similar should be used for the magnetic surveys as well as EM 34 manufactured by Geonics. The Magnetic and EM survey method are useful in identifying intrusive dykes and geological contact zones. A station spacing of 10 m should be used during the survey. Data from the magnetic survey should be processed and presented as profiles using spread sheets.

The magnetic traversing should be done using a proton fluid magnetometer, the magnetic survey should be run in conjunction with the EM-34 survey.

Drilling of Borehole

A groundwater borehole should be drilled in order to facilitate aquifer parameter testing and groundwater sampling. The borehole should be drilled using down the hole air percussion equipment. The exploration drilling should be drilled according but not limited to the DWS minimum standards and guidelines.

Borehole and aquifer parameters

The newly drilled borehole should be subjected to aquifer testing. This should be done with the aid of positive displacement pumps, and it should entail step drawdown test to determine borehole efficiencies and constant rate test to determine the aquifer parameters and yield estimates. It is anticipated that a 24 to 48-hour constant discharge tests should be done in the respective boreholes.

Step Tests

Step drawdown tests should be performed to more clearly define the optimum yield at which the constant discharge test can be run. The tests should involve pumping each of the boreholes at four sequentially higher pumping rates each maintained for an equal length of time, generally not less than 60 minutes. The magnitude of drawdown of the water level in the borehole in response to each of these pumping rates should be measured and recorded on a time schedule as well as the actual pumping rate maintained during each step.

Constant Discharge Tests

Once the step drawdown tests have been completed each borehole should be subjected to a constant discharge test over 24 to 48 hours in order to obtain aquifer parameters such as transmissivity and storability.

The constant discharge tests should be performed to assess the productivity of the aquifer according to its response to the abstraction of water. This response can be analysed to provide information in regard to the hydraulic properties of the aquifer. These tests should require the boreholes to be pumped at a single pumping rate which is kept constant for the duration of the test. The pumping rates should be set at yields which should be considered to be sustainable for the duration of the tests. The drawdown in water level in the boreholes should be measured during the course of the tests and recorded against a time schedule. Should there be any boreholes within close proximity to pumped borehole, the drawdown in water level should be measured and recorded on the same time schedule as the pumped borehole. Water level measurements should be recorded during the recovery period following the end of pumping of each borehole.

Groundwater Sampling

A groundwater sample should be collected from the tested borehole at the end of pumping test exercise in order to obtain a representative elementary volume of the aquifer.

These samples should be submitted to an accredited analytical laboratory for the analyses of major cation and anion distribution, pH, electrical conductivity, total alkalinity and the water quality be classified according DWA Drinking Standards as well as SANS 241-1:2015.

PROJECT TEAM

Amatola Water proposed core project team is based on current understanding of the scope of the work as well as our experience water supply projects.

However, if with the execution of the work is realised that core project team needs to be expanded and/or adapted; this would be done from the resource pool within Amatola Water and its network of sub-consultants.

Table 1: Proposed project team

Role/Disciplime	Role/discipline
M&E Consultant	
Hydrogeologist	
Drilling Subcontractor	
GIS Specialist (compilation of maps)	

COST ESTIMATES

A detailed cost breakdown as per the Bill of Quantities received from AW should be included in the bid document. The total cost for the proposed work for all consulting fees and sub-contracting for the project should be submitted.

Moreover, if the first drilling attempt is successful with a good yield, no further drilling should be conducted in the defined community-These measures should result in considerable cost savings.

All geohydrological inputs should be rendered according to the minimum standards and guidelines set by the Department of Water and Sanitation (DWS).

DELIVERABLES

The findings of the investigation should be documented in a technical report, which should be submitted to the AW. The report should present results, and should include sections on:

- Field observations and measurements;
- Pumping test graphs and details;
- Groundwater sample chemical results from accredited SANAS laboratory;
- Appendices containing pumping test graphs and borehole management recommendations;
- Borehole locality maps; and
- Technical investigation report

Schedule

Service provider can commence with the investigation within 7 days of written appointment. It is expected that the proposed investigation can be completed within a period of approximately 8 weeks depending on the contractor immediate availability, laboratory turnaround time and availability of equipping material from suppliers. Service provider to deploy 1 drilling rig and 1 testing rig on site.