

PART THREE

DOCUMENTATION ASSOCIATED

WITH THE PROCUREMENT OF SERVICES

FOR THE DEVELOPMENT OF

GROUNDWATER RESOURCES AS PART OF THE

COMMUNITY WATER SUPPLY AND SANITATION

PROGRAMME

DOCUMENT ONE

CONTRACTUAL AGREEMENT

FOR THE APPOINTMENT OF A

HYDROGEOLOGICAL CONSULTANT

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SECTION 1. Articles of Agreement

This Agreement is betweenhereafter referred to as the "Client" represented herein by in his/her capacity as and hereafter referred to as the "Consultant" represented herein by in his/her capacity as

Whereas the Client requires hydrogeological consulting services to be rendered for hereafter called the "Project", therefore the Client and Consultant together (hereafter referred to as the "Parties") hereto agree as follows:

- 1. The Client and the Consultant shall abide by the Conditions of Agreement.
2. The Consultant shall provide the Service in accordance with the Conditions of Agreement (subsection 2) of this Section (Section 3, Record of Agreement) of Document 1 unless otherwise instructed by the Client.
3. The Client shall pay to the Consultant the fees and disbursements in accordance with the Tariff of Fees and Disbursements (subsection 3) of this Section (Section 3, Record of Agreement) of Document 1.
4. The Record of Agreement shall be interpreted in accordance with the Law of the Republic of South Africa.
5. Any notice, instruction or request required or permitted to be given or made under this Agreement shall be in writing. Such notice, instruction or request shall be deemed to be duly given or made when it shall have been delivered by hand, post, facsimile or e-mail at the domicilium citandi et executandi of the Party concerned as specified in item 7 below. Any facsimile notice must be followed up by the original document.
6. This Record of Agreement shall be effective from
7. The Parties choose as their respective domicilium citandi et executandi the following addresses:

For the Client:
Facsimile: E-mail:

For the Consultant:
.....
.....
.....
.....
Facsimile: E-mail:

In witness whereof this Agreement is signed on behalf of the Client at

..... on this the day of 19.....

by (for and on behalf of the Client)

in the presence of the subscribing witnesses 1.

2.

and is signed on behalf of the Consultant at

..... on this the day of 19.....

by (for and on behalf of the Consultant)

in the presence of the subscribing witnesses 1.

2.

SECTION 2. Conditions of Agreement

2-1. General Provisions

2-1-1. Relationship between the Parties

This Agreement shall not be construed as establishing or creating a relationship of Master and Servant or Principal and Agent.

2-1-2. Interpretation

Unless inconsistent with the context, an expression which denotes: (1) any gender includes the other gender, (2) a natural person includes a juristic person and *vice versa*, (3) the singular includes the plural and *vice versa* and (4) the word "days" denotes calendar days.

2-1-3. Headings

The headings shall not limit, alter or affect the meaning of this Agreement.

2-2. Duration and Modification of Agreement

2-2-1. Agreement effective

This Agreement shall be effective from the date specified in Clause 6 of the Articles of Agreement (subsection 1, Section 3 of this Document) and shall remain in force until such time as the Services as set out in Section 2 of this Document are completed or it is terminated.

2-2-2. Suspension

The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant thereunder if the Consultant fails to perform any of the obligations under this Agreement, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding 30 days after receipt of such notice.

2-2-3. Termination

2-2-3-1. By the Client

The Client may, by not less than 30 days written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2-2-3-1, terminate this Agreement if the Consultant:

(a) fails to remedy a failure in the performance of his obligations hereunder, as specified in a notice of suspension pursuant to Clause 2-2-2 herein above, within 30 days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;

- (b) becomes insolvent or bankrupt or enters into any agreements with his creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 2-8 hereof;
- (d) submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant knows to be false; or
- (e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2-2-3-2. By the Consultant

The Consultant may, by not less than 30 days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2-2-3-2, terminate this Agreement if the Client:

- (a) fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 2-8 hereof within 45 days after receiving written notice from the Consultant that such payment is overdue;
- (b) is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach;
- (c) fails to comply with any final decision reached as a result of arbitration pursuant to Clause 2-8 hereof.

2-2-3-3. Rights, claims and liabilities

Termination of this Agreement, for whatever reason, shall not prejudice or affect the accrued rights, claims and liabilities of either party to this Agreement.

2-2-3-4. Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2-2-3-1 or 2-2-3-2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided for in Clauses 2-3-6 and 2-3-7 hereof respectively.

2-2-3-5. Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2-2-3-1 or 2-2-3-2 hereof, the Client shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause 2-6 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to Clause 2-6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) except in the case of termination pursuant to paragraphs (a) through (d) of Clause 2-2-3-1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2-2-3-6. Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (d) of Clause 2-2-3-1 or in Clause 2-2-3-2 hereof has occurred, such Party may, within 45 days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 2-8 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitration award.

2-2-4. Postponement

2-2-4-1. By the Client

If at any time the Client decides to postpone the whole or any part of the Services, he shall thereupon by notice in writing to the Consultant require the consultant to suspend the carrying out of the Services under this Agreement. The effective date of suspension of the Services shall be not less than 60 days after receipt of such notice, or such other shorter or longer period as may be agreed between the Parties. Upon receipt of such notice, the Consultant:

- (a) shall, in consultation with the Client, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum, and
- (b) may come to an agreement with the Client on the costs related to the continuation of the Services in the future.

2-2-4-2. By the Consultant

The Consultant shall promptly notify the Client, in writing, of any situation or event arising from circumstances beyond his control and which he could not reasonably have foreseen which makes it impossible for the Consultant to carry out in whole or in part his obligations under this Agreement. Upon the occurrence of such a situation or event the Services shall be deemed to be postponed for a period of time equal to that caused by such circumstances and a reasonable period not exceeding three months to remobilise for the continuation of the Services. Upon receipt of such notice, the Client may come to an agreement with the Consultant on the costs related to the continuation of the Services in the future.

2-2-5. Modifications

Modification of the terms and conditions of this Agreement, including any modification of the General Scope of Work, may only be made by written agreement between the parties. Each party shall give due consideration to any proposals for modification made by the other party.

2-2-6. Assignment

Neither the Consultant nor the Client shall without the written consent of the other party, in any way assign the benefits, other than the assignment of any monies due or to become due, under this Agreement. The Consultant shall not, without the written consent of the Client, in any way assign or transfer the obligations of this Agreement or any part thereof.

2-3. Responsibilities of the Consultant

2-3-1. The duties and responsibilities of the Consultant shall be in accordance with: (1) all references made in respect of these aspects in all sections and subsections of Part 1 where these relate to (2) the relevant items indicated in subsection 2-0 (General Scope of Work) of Section 1 of this document (Document 1, Part 3) and (3) any other duties and responsibilities as may be indicated by the Client and contained in additional written format separate from but appended to this document.

2-3-2. The Consultant shall provide the Services defined in the references given in Clause 2-3-1 in accordance with these Conditions of Agreement. The Client reserves the right to alter the General Scope of Work after consultation with the Consultant.

2-3-3. The Consultant shall exercise all reasonable skill, care and diligence in the provision of the Services and shall carry out all his responsibilities in accordance with recognized professional standards and shall in all professional matters act as a faithful adviser to the Client and, in so far as any of his duties are discretionary, act fairly between the Client and third parties. The Consultant, his employees and sub-contractors, whilst in the country in which the Services are being carried out, shall respect the laws and customs of that country.

2-3-4. The Consultant shall provide or contract suitably qualified staff and facilities to carry out the Service.

2-3-5. The Consultant shall provide all the expert technical advice and skills which are normally required for the Services for which he is engaged. Where specialist technical advice or assistance is required beyond that committed under the General Scope of Work, the Consultant may, with the prior written agreement of the Client, arrange for the provision of such advice or assistance. The Client shall pay for all such advice or assistance. The Consultant shall, however, retain full and unseverable responsibility for all the Services which he is committed to provide under this Agreement.

- 2-3-6. The Consultant shall report progress as specified in subsection 4-6-1 of Section 4 in Part 1 of this document, with the submitted financial account (refer to Clause 2-6-5). This report shall list the individual project activities and indicate agreed planned progress as well as actual progress up to the financial account date.
- 2-3-7. All plans, drawings, specifications, design documents, reports, data, calculations, computer software and other documents prepared by the Consultant in performing the Services shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Agreement, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents for record purposes but shall not use them for purposes unrelated to this Agreement without the prior written approval of the Client.
- 2-3-8. Equipment and materials made available to the Consultant by the Client, or purchased by the Consultant with funds provided or reimbursed by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions.
- 2-3-9. The Consultant, his subconsultants and the personnel of either of them shall not, either during the term or after the expiration of this Agreement, disclose any confidential information relating to the Services, this Agreement or the Client's operations without the prior written consent of the Client.

2-4. Liability of the Consultant

- 2-4-1. Notwithstanding anything to the contrary set out in this Agreement, the Client agrees that the total amount of the Consultant's liability to the Client in any way arising out of the provision of the Services, whether for and against any and all claims, damages, expenses or costs (including those asserted by third parties directly or indirectly related to the Services), in delict, for breach of statutory duty or otherwise, shall be an amount as stipulated in Clause 4-1 of subsection 4-0 of this section (Section 3 of Document 1, Part 3) or, if the amount is not stipulated, the amount shall not exceed twice the amount of the Consultant's professional fees for the Services, excluding reimbursements and expenses, regardless of the number of claims allegedly arising in respect of such Services. This monetary limitation shall continue and apply to any action between the Client and the Consultant in respect of the Services notwithstanding the termination of this Agreement or the completion of the Services.

Notwithstanding anything herein contained to the contrary, the Client shall indemnify and hold harmless the Consultant for and against any and all claims, damages, expenses or costs (including those asserted by third parties) directly or indirectly related to the Services to the extent that such claims, damages, expenses and costs exceed an amount stipulated in subsection 4-0 of this section (Section 3 of Document 1, Part 3) or, if the amount is not stipulated, twice the amount of the Consultant's fees.

The Client indemnifies the Consultant and any sub-consultants he may engage in connection with the Services from liability for any damage, loss of use of facilities, loss of profit or any action by a third party, which arises as a result of the services supplied under this Agreement. This indemnification and holding harmless of the Consultant by the Client shall not apply in cases where such claims, damages and expenses arise from gross negligence or criminal action from the Consultant.

- 2-4-2. The Consultant shall be liable for any violation of legal provisions or rights of third parties in respect of patents and/or copyrights introduced into documents prepared by him.
- 2-4-3. The Consultant has no liability whatsoever for any damage resulting from any act of the Client which is not covered by this Agreement.
- 2-4-4. The Consultant's liability for any claims arising from this Agreement shall cease after a period as set out in Clause 4-2 of subsection 4-0 of this section (Section 3 of Document 1, Part 3) if no other period is stipulated.

2-5. Obligations of the Client

- 2-5-1. The Client shall furnish without charge and within a reasonable time all pertinent data and information available to him and shall give such assistance as shall reasonably be required by the Consultant for the carrying out of his responsibilities under this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by or through the Client, including information and data originating with the Client's other consultants, whether such consultants are engaged at the request of the Consultant or otherwise. Where such information or data originates either with the Client or with his consultants, then the Consultant shall not be responsible to the Client for the consequences of any error or omission contained therein. The Client shall give his decision on all sketches, drawings, reports, recommendations and other matters properly referred to him for decision by the Consultant in such reasonable time as not to delay or disrupt the performance by the Consultant of his Services under this Agreement.
- 2-5-2. The Client shall facilitate the timely granting to the Consultant and any of his personnel of unobstructed access to all sites and locations involved in carrying out the Services.
- 2-5-3. The Client may authorise the Consultant to act as his agent when necessary for such purposes as may be necessary for the performance by the Consultant of his services in terms of this Agreement.
- 2-5-4. The Client shall inform the Consultant in writing of changes in the following, as set out in subsection 3-0 (Tariff of Fees and Disbursement Rates) of this section (Section 3 of Document 1, Part 3):

- (a) the salary of a Director in the Public Service which has an influence on the hourly rates a Consultant may claim;
- (b) procedures relating to hourly rates, claims or rendering of accounts by the Consultant; or
- (c) transport and other tariffs applicable.

2-6. Payments to the Consultant

2-6-1. Basis of remuneration

The Consultant shall be remunerated on a time and cost basis as set out below.

2-6-2. Time basis and special fees

2-6-2-1. Scale of fees

The scale of fees on a time basis shall be as set out in Appendix B and shall be determined as follows:

- (a) a principal, partner or director: 15 cents per hour per R100 or part thereof of the total annual salary attached to a Director's grading in the Public Service, excluding any bonuses or allowances, unless the parties have agreed on a different rate for a particular individual.
- (b) professional and technical staff: 15c per hour per R100 or part thereof of the total annual salary, including regular bonuses and allowances up to a maximum approved by the Client for a particular person.
- (c) remuneration of administrative and secretarial staff deployed in general administrative support functions to the professional and technical project staff members and other administrative or establishment costs will not be claimed separately from the Client. Administrative and secretarial staff allocated to direct project-related functions can be separately remunerated as agreed with the Client.
- (d) in respect of any subconsultants that may be employed, the fee shall be calculated on the same basis as for the Consultant or shall be agreed otherwise. Where the services of government subconsultants are used, costs, if any, will be directly settled by the Client. Subconsultants shall only be employed with the prior written approval of the Client.
- (e) the Client reserves the right to, at any time, approve the inclusion of an individual on the Consultant's project team at the specified rate, or at such rate as deemed appropriate by the Client.
- (f) the Client can request a cut in the rate or the removal of an individual which to his mind does not perform to the standard of work stated when the rates were approved.

2-6-2-2. Schedule of salaries

The Consultant shall provide the Client with a schedule reflecting the names of the professional and technical staff with their positions, salaries and corresponding hourly tariffs and inform the Client of all relevant tariff adjustments.

All rates must exclude VAT, and must state as such. The Consultant shall not effect any changes to the original staff schedule without prior written notifying to the Client. An applicable *curriculum vitae* for each member of the staff on the list must accompany the schedule in each of the following instances:

- (a) when application for approval of rates in excess of R100 per hour is made for the first time on a project; and
- (b) when application is made for a rate which exceeds the limit set by the salary of a Director in the Public Service.

All *curricula vitae* must be updated annually.

2-6-2-3. Revision of fees

If the salary of a Director in the Public Service is revised during the currency of this Agreement, the revised rates shall apply from the effective date of the revision. For personnel whose rates are above the limit set by the salary scale of a Director in the civil service, applications for revision of the Consultant's personnel charge-out rates will only be considered once a year. Such applications must reach the Client before either 15 March or 15 September of each year and will be effective from 1 April or 1 October respectively.

For personnel with rates lower than the abovementioned limit, application can be made for revision of the rates at any time during the year, and will be effective from the first day of the calendar month following the letter in which application for the tariffs was made.

2-6-2-4. Taxes

Value added tax and any other statutory form of tax introduced during the currency of this Agreement will be for the Client's account.

2-6-3. Disbursements

2-6-3-1. Time spent in travelling

A charge on a time basis shall be reimbursed for all time spent in travelling by members of the Consultant's list of approved personnel excluding travelling between the offices of the Consultant and the Client, unless otherwise agreed to by the Client.

2-6-3-2. Expenses

The Client shall reimburse the Consultant at cost all disbursements and expenses actually and necessarily incurred by him in connection with the Services at rates agreed to by both parties in respect of:

- (a) travelling costs reasonably incurred, proved by attached payment documents, excluding journeys between the offices of the Consultant and the Client, unless otherwise agreed to by the Client. When the Consultant uses his own transport the tariffs laid down by the Department of Transport of the Republic of South Africa as set out in subsection 3-0 (Tariff of Fees and Disbursement Rates) of this section (Section 3 of Document 1, Part 3), shall be applicable;
- (b) accommodation costs reasonably incurred, proved by attached payment documents, and special allowances, for absence in excess of 24 hours, as agreed to by both parties. Alternatively, a subsistence allowance to cover accommodation and other expenses at the tariffs laid down for the Public Service of the Republic of South Africa, as set out in subsection 3-0 of this section (Section 3 of Document 1, Part 3), may be claimed;
- (c) acquiring, copying, capturing and transmitting data, documents, drawings, maps, photographs, etc.;
- (d) typing and printing of final reports, drawings, maps and the like;
- (e) long distance telephone calls, telexes, facsimiles, courier services and similar communication;
- (f) use of computers and peripherals for technical work, at rates to be agreed as in subsection 3-0 of this section (Section 3 of Document 1, Part 3);
- (g) laboratory analyses and tests at standard rates or rates to be agreed as in subsection 3-0 of this section (Section 3 of Document 1, Part 3);
- (h) special equipment and supplies purchased on behalf and with the approval of the Client on production of payment documents; and
- (i) all other costs necessarily, appropriately and reasonably incurred in relation to the execution of the Services, subject to prior approval by the Client.

The Consultant will, however, be responsible for the full cost of his own insurance and any excess that may fall due.

2-6-4. Records of time and cost

The Consultant shall keep proper records showing time spent and disbursements incurred in connection with work done under this Agreement. The Client shall have access to these records at any time mutually agreed upon by the parties.

2-6-5. Accounts

Payment of fees and disbursements may be claimed on a regular basis, provided that progress reports have been submitted, unless otherwise agreed. The Consultant will submit regular accounts, detailing each claim. Accounts to the Client shall show a clear distinction between professional fees, administrative fees and disbursements. Detail shall be included of the specific professional/technical project team members active on the project during the invoicing period, the number of chargeable hours spent by each individual and the current approved chargeout rate for each individual. Disbursement shall be itemised to allow convenient identification of specific expense items. Original receipts or copies thereof certified by the Project Leader as proof of payment of disbursements, shall be supplied by the Consultant. If accounts are not paid within 30 days by the Client, interest shall be charged at the prime interest rate at the Consultant's bank plus two percent (2%) per annum compounded monthly.

2-6-6. Auditors

The Consultant shall appoint a firm of Chartered Accounts to annually certify the correctness of all accounts rendered by the Consultant to the Client. Where the Client requires a more detailed examination of the accounts rendered the additional charges by the Chartered Accountants shall be a disbursement reimbursable by the Client.

2-7. Co-ordination of the Services

The Client shall appoint a Project Supervisor and Coordinator, who shall have authority to administer this Agreement on behalf of the Client and who shall be the channel of communication between the Consultant and the Client. The Project Manager, also appointed by the Client, may amend, curtail or extend the Services as defined in the references given in Clause 2-3-1 and inform the Consultant correspondingly in writing.

The Consultant shall appoint a Project Leader who shall have authority to administer the Agreement on his behalf. The Client may appoint a Steering Committee if required, consisting of representatives of the Client, the Consultant, and other interested parties invited by the Client. The Steering Committee shall advise the Client on the co-ordination and supervision of the Services.

Regular progress and report-back meeting may be held at times and at venues convenient to the parties. The Project Supervisor and Coordinator shall act as convenor of such meetings.

2-8. Settlement of Disputes

Any dispute or claim arising out of or in relation to this Agreement, or the breach, termination or validity thereof, shall be settled by arbitration. Either Party or both Parties may refer the dispute to arbitration by a single Arbitrator to be agreed upon between the Parties. Failing such agreement, on the application of either Party, the President of a representative professional body of the profession concerned, such as the South African Association of Consulting Engineers, in the case of engineering disputes, shall nominate an Arbitrator. The Arbitrator shall, with the agreement of the Parties, establish the rules and procedure for the arbitration, or, failing such agreement, the arbitration shall be conducted in terms of the Arbitration Act, 1965 (Act 42 of 1965).

The Arbitrator's decision shall be final and binding on both Parties. Notification of any claim or dispute shall be made in writing within one year of the date of termination of this Agreement.

2-9. Sole Agreement

These Articles of Agreement and Conditions of Agreement constitute the sole Agreement between the parties and no representation not contained herein shall be of any force between the Parties.

SECTION 3. Tariff of Fees and Disbursements

All rates specified are exclusive of Value Added Tax (VAT) unless otherwise specified.

3-1. Tariff of fees

3-1-1. Basis

All personnel shall be categorised in seven categories.

Category A

- A.1 Partners, directors or associates with more than five years experience in geohydrological investigations and who possess a minimum qualification of an MSc degree in Geology, Geohydrology or Geophysics or an MTech degree in Geotechnology.
- A.2 Partners, directors or associates with a minimum of ten years experience in geohydrological investigations and who possess a minimum qualification of a BSc (Hons) degree in Geology, Geohydrology or Geophysics or a National Higher Diploma (NHDT) in Geotechnology.

Category B

- B.1 Partners, directors or associates with less than five years experience in geohydrological investigations and in possession of a BSc degree in Geophysics, Geology or Geohydrology or a National Diploma (NDT) in Geotechnology as a minimum qualification.
- B.2 Personnel with a minimum of five years experience in geohydrological investigations and in possession of an MSc degree in Geophysics, Geology or Geohydrology or an MTech degree in Geotechnology as a minimum qualification.
- B.3 Personnel with more than ten years experience in geohydrological investigations and in possession of a BSc (Hons) degree in Geophysics, Geology or Geohydrology or a BTech degree or National Higher Diploma (NHDT) in Geotechnology as a minimum qualification.

Category C

- C.1 Personnel possessing a BSc (Hons) degree or a BTech degree or a NHDT in Geotechnology as a minimum qualification
- C.2 Personnel with more than five years experience in geohydrological investigations and in possession of a BSc degree in Geophysics, Geology or Geohydrology or a NDT in Geotechnology as a minimum qualification.

Category D

- D.1 Personnel possessing a BSc degree or NDT in Geotechnology as a minimum qualification.

Category E

- E.1 Computer operators with a minimum of three years relevant experience and Std. 10 as a minimum qualification.
- E.2 Personnel with a minimum qualification of Std. 10 with minimum of three years experience in geohydrological investigations.

Category F

- F.1 Matriculated personnel currently studying for a BSc degree or NDT.
- F.2 Computer operators with less than three years experience and possessing Std. 10 as a minimum qualification.
- F.3 Geophysical equipment operator or field assistant with a minimum of three years experience and Std. 10 as a minimum qualification.

Category G

- G.1 Geophysical equipment operator or field assistant with Std. 10 as a minimum qualification.

3-1-2. Fee calculation

Calculation of time related remuneration is based on the 15 percent rule to determine hourly rates for the various categories, eg. hourly rate = (annual salary x 13 x 0.15)/100. The daily tariffs are calculated as hourly rate x 8 hrs x efficiency ratio where the efficiency ratio for categories A-E is set at 140 to 160 hours per month worked = 0.875 and that for categories F-G is set at 120 to 160 hours per month = 0.750. The maximum allowable hourly and daily rates for the various personnel categories are listed hereunder and serve a *pro forma* purpose. Note that these rates are revised annually and that it is the responsibility of the Consultant to obtain information in this regard should the tenure of the appointment in terms of this Agreement extend past March of any particular year.

<u>Category</u>	<u>Hourly rate (maximum)</u>	<u>Daily rate (maximum)</u>
A	R264.00	n/a
B	R200.00	R1,400.00
C	R185.00	R1,295.00
D	R160.00	R1,120.00
E	R115.00	R 805.00
F	R 85.00	R 510.00
G	R 60.00	R 360.00

Higher tariffs may only be considered for category A personnel on the basis of a detailed motivation being submitted to and approved by the Client.

3-2. Chargeable activities by personnel category

<u>Activity</u>	<u>Personnel category</u>	
	<u>Hourly</u>	<u>Daily</u>
Airphoto interpretation / desk study	A,B,C,D	
Data analysis (siting, drilling, testing)	A,B,C,D	
Report writing	A,B,C,D	
Liaison	A,B,C,D,E	
Siting	A	B,C,D,E,F,G
Drilling supervision		C,D,E
Testing supervision		D,E,F

3-3. Rates for Geophysical Equipment and other Instrument Usage

Electromagnetic profiling/sounding systems	
- Geonics EM34-3, Genie SE-88, MaxMin	R300.00/day
- VLF (EDA Omniplus or Wadi systems)	R150.00/day
Magnetometer (manual or program)	R 80.00/day
DC Resistivity	R 60.00/day
Sodin-type gravity meter	R200.00/day
Levelling apparatus	R 30.00/day
GPS (handheld)	R 20.00/day

Rates for specialised geophysical equipment such as time domain electromagnetic (TDEM) systems, seismic systems, Geometrics Stratagem, etc. to be motivated and submitted for approval by the Client. Note that the rates are revised annually and that it is the responsibility of the Consultant to obtain information in this regard should the tenure of the appointment in terms of this Agreement extend past March of any particular year.

3-4. Tariffs Applicable to Reimbursable Expenses

The Consultant must note that all tariffs referenced hereunder may be revised from time to time and that the responsibility will rest with the Consultant to obtain information in this regard.

3-4-1. Transport

These shall be at the rates laid down by the Department of Transport as are from time to time revised. The rates shown in the table hereunder serve a *pro forma* purpose and are revised regularly.

Engine Size (cm ³)	Sedan cars and station wagons	Light Delivery Vehicles	4x4 Light Delivery Vehicles	Mini-buses	Motorcycles
Up to 250					50.9 c/km
Above 25					67.8 c/km
Up to 1250	84.8 c/km	82.2 c/km	102.7 c/km		
1251 - 1550	95.6 c/km	90.6 c/km	116.9 c/km		
1551 - 1750	107.9 c/km	101.1 c/km	133.0 c/km	137.0 c/km	
1751 - 1950	121.9 c/km	112.7 c/km	150.7 c/km	151.3 c/km	
1951 - 2150	138.1 c/km	124.7 c/km	170.2 c/km	168.1 c/km	
2151 - 2500	154.2 c/km	137.6 c/km	190.4 c/km	184.7 c/km	
2501 - 3500	172.4 c/km	151.9 c/km	213.0 c/km	203.6 c/km	
Above 3500	192.9 c/km		238.1 c/km		
Note: There is no provision for an additional rate for towing a trailer.					

3-4-2. Subsistence

Subsistence allowance only for periods exceeding 24 hours shall be reimbursable at the rate laid down for the Public Service of the Republic of South Africa, viz. currently R104.00 (incl. VAT) per 24 hours and thereafter R4.33 per hour.

3-4-3. Printing, copying, etc.

Printing only of original/master per A4 sheet			R 4.25
Duplicating (photocopying) per A4 sheet			R 0.30
Report covers per A4 sheet			R 3.00
Photo pages per A4 sheet			R 2.50
Binding of reports/documents			R18.00
Plan printing:	Paper (ammonia)	A0	R 9.60
		A1	R 4.80
	Sepia	A0	R44.80
		A1	R22.40
	Colour plots	A0	R90.00
		A1	R45.00
		A2	R22.50
		A3	R12.00

3-4-4. Computer usage

Computation	R 30.00 per hour
PC CAD	R 35.00 per hour
Plotting	R110.00 per hour
Digitising	R100.00 per hour

3-4-5. Laboratory analyses

Rates for laboratory analyses and tests shall only apply in instances where the Consultant is specifically requested to cost such services, in which case the actual cost of service shall be reimbursed.

3-4-6. Travelling Time

A charge at half the rate set out in subsection 3-1 above for all time spent in travelling (subject to Clause 2-6-3-2 of this Agreement) by the Consultant and/or members of his staff is reimbursable. When the return journey does not exceed 50 km recorded to and from his office, the Consultant shall not be reimbursed for time spent in travelling unless payment of fees is being made on a time basis.

3-4-7. Facsimile transmission

The reimbursement shall be R2.00 per A4 sheet or actual expenditure incurred upon submission of receipts for the messages sent to or on behalf of the Client.

3-4-8. Site staff

The Consultant shall be paid for the provision of site (field) staff at the rates set out in subsections 3-1-2 and 3-2 above.

3-4-9. Miscellaneous

At cost and with prior approval by the Client for costs exceeding R5,000.00 per transaction.

3-5. **Final Claim**

An amount equal to ten percent of the budget cost estimate should not be exceeded without prior notification and approval of the Client. An amount equal to ten percent of the budget cost estimate shall be held in retention until such time as the Consultant has met all obligations toward the Client.

All invoices submitted by the Consultant shall be broken down into individual component items to fairly reflect the individual amounts making up the total of the amount invoiced.

SECTION 4. Stipulations

4-1. Liability

With reference to subsection 2-4-1 above, the total liability of the Consultant under or in connection with this Agreement shall not exceed twice amount of Consultant's professional fees excluding reimbursements and expenses.

4-2. Period of Liability

With reference to subsection 2-4-4 above, the Consultant's liability for any claims arising from this Agreement shall cease after a period of two calendar years after the date of termination of this Agreement.

4-3. Final Account

Final accounts will only be paid after the Client has received all reports and recommendations.

4-4. Progress Reports

Weekly Progress Reports are to be submitted to the Client. Reports should include the work done for the past week, as well as projected work for the following week.

4-5. Cost Estimate

Before any works can be started the Client shall be supplied with a cost estimate, including a short description of the Consultant's approach to the work and the personnel involved, and only after approval from the Client can the works proceed. The decision rests with the Client to appoint one or more Consultants on the same project.

4-6. Payments

The standard forms shall be used for Consultant's fee accounts. These may be obtained from the Client.

4-7. Variation Orders

Minor variations not exceeding five percent of the budgeted unit cost for drilling and testing in a particular area, may be authorised by the Consultant, and must be reported to the Client.

Major variations exceeding five percent of the budgeted unit cost for drilling and testing in a particular area must be authorised by the Client.

4-8. Reports

A final comprehensive geohydrological report shall reach the Client not more than 45 days after the completion of the project.

Reports must include all data or interpreted graphs or plots with discussions of the final recommendations of each action.

Additional or interim reports, eg. data base forms, weekly progress reports and detailed borehole utilisation recommendations must be supplied on request of the Client.

APPENDIX A-1. General Scope of Work

- | | | | |
|----|--|--------------------------------|-------------------------------|
| 1. | Verification of water supply needs | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| 2. | Community liaison | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| 3. | Siting of new boreholes | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| 4. | Siting techniques / methods considered appropriate | | |
| | Desk study | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| | Reports | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| | Airphoto interpretation | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| | Satellite image interpretation | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| | Geological maps | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| | Hydrogeological maps | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| | Geophysical / geological | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| | Magnetic profiling | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| | Electromagnetic profiling | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| | Electromagnetic sounding | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| | Electrical resistivity sounding | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| | Electrical resistivity profiling | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| | Gravity | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| | Seismic refraction | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| | Field observation | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| 5. | Supervision of borehole drilling | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| | Number of drilling rigs | ..... |  |
| | Rotary air percussion with foam | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| | Direct circulation mud rotary | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| | Reverse circulation mud rotary | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| | Odex | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| | Dual-tube reverse circulation | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| | Cable tool (jumper) | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |

- | | | | |
|-----|---|--------------------------------|-------------------------------|
| 6. | Supervision of rehabilitation of existing boreholes | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| 7. | Supervision of borehole test pumping | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| | Number of testing units | ..... |  |
| | Calibration tests | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| | Stepped discharge tests | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| | Constant discharge tests | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| | Recovery tests | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| 8. | Analysis of geophysical data | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| 9. | Analysis of test pumping data | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| 10. | Assessment of groundwater quality | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| 11. | Borehole utilisation recommendations | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| 12. | Reporting | | |
| | Weekly progress reporting | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| | Final technical report | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| 13. | Capacity building | | |
| | Education | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| | Training | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| 14. | Operation and maintenance programme custodianship | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| | Period (in years) | ..... |  |

APPENDIX A-2. Terrain Conditions

- | | | | |
|----|--|--------------------------------|--------------------------------|
| 1. | Topography | | |
| | Flat surface, plain | | <input type="checkbox"/> |
| | Gently rolling | | <input type="checkbox"/> |
| | Moderately rolling | | <input type="checkbox"/> |
| | Hilly | | <input type="checkbox"/> |
| | Mountainous | | <input type="checkbox"/> |
| 2. | Accessibility for geophysical surveys | | |
| | Good | | <input type="checkbox"/> |
| | Fair | | <input type="checkbox"/> |
| | Poor | | <input type="checkbox"/> |
| | Restricted / limited | | <input type="checkbox"/> |
| 3. | Vehicle accessibility | | |
| | Good | <input type="checkbox"/> (dry) | (wet) <input type="checkbox"/> |
| | Fair | <input type="checkbox"/> (dry) | (wet) <input type="checkbox"/> |
| | Poor | <input type="checkbox"/> (dry) | (wet) <input type="checkbox"/> |
| | Four-wheel drive required | <input type="checkbox"/> (dry) | (wet) <input type="checkbox"/> |

APPENDIX B. DWAF Consultant's Committee Approval

DOCUMENT TWO

ENQUIRY, TENDER AND CONTRACT

DOCUMENTATION FOR THE

DRILLING OF BOREHOLES

CONTENTS

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SECTION 1. Information Provided to Tenderer

1-0. PARTICULARS OF TENDER ENQUIRY

Tenders are invited for the drilling of community water supply boreholes as part of the Community Water Supply and Sanitation Programme defined by the following information.

- 1-1. Province
- 1-2. District a: b:
 c: d:
 e: f:
- 1-3. Community a: b:
 c: d:
 e: f:
 g: h:
- 1-4. Project Name
- 1-5. Tender Number
- 1-6. Implementing Authority
- 1-7. Address of Implementing Authority
- 1-8. Contact Person
- 1-9. Address of Executive Agency(ies)
- 1-10. Contact Person(s)
- 1-11. Validity period of Tender (days)

1-12. Address(es) for submission of Tender

.....

.....

.....

.....

.....

.....

.....

.....

.....

1-13. Closing date and time for submission

1-14. No submissions by telephone, telex, fax, telegram or e-mail will be accepted.

2-0. SITE INSPECTION / BRIEFING SESSION

2-1. Compulsory (yes) (no)

2-2. Date 2-3. Time.....

2-4. Place / venue

.....

2-5. For further information contact

Organisation Telephone number

or

.....

Organisation Telephone number

3-0. GENERAL SCOPE OF WORK

3-1. Drilling of new boreholes (yes) (no)

Estimated number

Estimated average depth (m)

Estimated maximum depth (m)

3-2. Type(s) of drilling technique considered suitable

Rotary air percussion with foam (yes) (no)

Direct circulation mud rotary (yes) (no)

Reverse circulation mud rotary (yes) (no)

Odex (yes) (no)

- | | | | |
|--------------|--------------------------------------|--------------------------------|-------------------------------|
| 3-2 (contd.) | Dual-tube reverse circulation | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| | Cable tool (jumper) percussion | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| 3-3. | Rehabilitation of existing boreholes | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| | Estimated number | ..... |  |

4-0. TERRAIN CONDITIONS

4-1. Topography

- | | |
|---------------------|--------------------------|
| Flat surface, plain | <input type="checkbox"/> |
| Gently rolling | <input type="checkbox"/> |
| Moderately rolling | <input type="checkbox"/> |
| Hilly | <input type="checkbox"/> |
| Mountainous | <input type="checkbox"/> |

4-2. Vehicle accessibility

- | | | |
|-----------------------------------|--------------------------------|--------------------------------|
| Good | <input type="checkbox"/> (dry) | (wet) <input type="checkbox"/> |
| Fair | <input type="checkbox"/> (dry) | (wet) <input type="checkbox"/> |
| Poor | <input type="checkbox"/> (dry) | (wet) <input type="checkbox"/> |
| Four- or six-wheel drive required | <input type="checkbox"/> (dry) | (wet) <input type="checkbox"/> |

4-3. Access to be established

Nature of access

- | | |
|--|--------------------------|
| Light bush clearing | <input type="checkbox"/> |
| Heavy bush clearing | <input type="checkbox"/> |
| Rudimentary road-building | <input type="checkbox"/> |
| Dismantling of borehead superstructure | <input type="checkbox"/> |

5-0. DRILLING CONDITIONS

5-1. Geology

- | | |
|---|--------------------------|
| Unconsolidated sediments (eg. loose sand, gravel and/or boulders) | <input type="checkbox"/> |
| Consolidated sediments (eg. sandstone, mudstone, siltstone, shale, tillite) | <input type="checkbox"/> |

- | | | |
|--------------|---|--------------------------|
| 5-1 (contd.) | Igneous rocks (eg. granite, diabase, dolerite) | <input type="checkbox"/> |
| | Metamorphic rocks (eg. gneiss, gabbro, norite, marble, quartzite, schist) | <input type="checkbox"/> |
| | Carbonate rocks (eg. dolomite, limestone, chert) | <input type="checkbox"/> |
| 5-2. | Expected rock conditions | |
| | Hard | <input type="checkbox"/> |
| | Moderately hard | <input type="checkbox"/> |
| | Soft | <input type="checkbox"/> |
| | Weathered | <input type="checkbox"/> |
| | Fractured | <input type="checkbox"/> |
| | Weathered and fractured | <input type="checkbox"/> |
| | Cavities | <input type="checkbox"/> |
| 5-3. | Expected drilling conditions | |
| | Good to excellent | <input type="checkbox"/> |
| | Fair to poor | <input type="checkbox"/> |
| | Difficult to very difficult | <input type="checkbox"/> |

6-0. FACILITIES AVAILABLE

- | | | | |
|------|-------------------------|--------------------------------|-------------------------------|
| 6-1. | Camping site / depot | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| 6-2. | Water supply | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| 6-3. | Power supply | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| 6-4. | Ablution facilities | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| 6-5. | Housing / accommodation | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |

7-0. INSTRUCTIONS TO TENDERER

Tenderers are requested to complete those of the following list of documents as are indicated in the tick-boxes hereunder.

- | | | |
|------|--|--------------------------|
| 7-1. | <u>Section 3</u> (all subsections) of this document | <input type="checkbox"/> |
| 7-2. | <u>Section 4</u> (subsection 2-0, Schedule) of this document | <input type="checkbox"/> |

- 7-3. Form ST8 (Tender) in Section 5 of Document 2 (Part 3)
- 7-4. Form ST10 (Equipment Questionnaire) in Section 5 of Document 2 (Part 3)
- 7-5. Form ST11 (Preference Certificate) in Section 5 of Document 2 (Part 3)
- 7-6. Form ST11.1 in Section 5 of Document 2 (Part 3)
- 7-7. Form ST12 (Declaration of Interest) in Section 5 of Document 2 (Part 3)
- 7-8. Deed of Suretyship in Section 5 of Document 2 (Part 3)
- 7-9. Certificate of Tenderer's Visit to Site in Section 5 of Document 2 (Part 3)
- 7-10. Form of Tender in Section 5 of Document 2 (Part 3)
- 7-11. Appendix to Tender in Section 5 of Document 2 (Part 3)
- 7-12. Memorandum of Agreement in Section 5 of Document 2 (Part 3)

SECTION 2. Conditions of Tender / Contract

1-0. GENERAL CONDITIONS

Except insofar as given below, the Standard General Conditions of Contract (Sixth Edition, 1990) as agreed to by the South African Institution of Civil Engineers, the South African Association of Consulting Engineers and the South African Federation of Civil Engineering Contractors, will apply. A copy of these Standard General Conditions of Contract may be obtained from any one of the following:

The South African Association of Civil Engineers
Kelvin House, 75 Marshall Street, JOHANNESBURG

The South African Association of Consulting Engineers
Kelvin House, 75 Marshall Street, JOHANNESBURG

The South African Federation of Civil Engineering Contractors
801 Bedford Centre, Kirby Road, BEDFORDVIEW

The General Conditions and Procedures (ST36), as published in the State Tender Bulletin 1421mon 17 May 1991 and amendments to same which may be obtained from the Government Printing Works Pretoria and Cape Town, shall be regarded as an integral part of the contract documents and shall apply except insofar as they are in conflict with the Conditions of Tender / Contract as contained in this section (Section 2) of this document.

2-0. SPECIAL CONDITIONS

2-1. Definitions

The "Employer" shall be the Implementing Authority as indicated in item 1-6 of subsection 1-0 (Particulars of Enquiry) of Section 1 in Document 2 (Part 3), acting through its duly appointed representatives.

The "Hydrogeological Consultant" shall be the party identified as the "Consultant" in subsection 1-0 (Articles of Agreement) of Section 3 in Document 1 (Part 3), acting through its duly appointed representatives, or any other Hydrogeological Consultant appointed from time to time by the Employer for the purpose of the Contract in place of the designated Consultant.

The "Contractor" shall be the firm that has been awarded this Contract.

2-2. Clause Headings

Clause headings in these documents shall not be deemed part thereof nor considered in the interpretation of the clause.

2-3. Acceptance of Tender

The tender shall be deemed to have been accepted by the Employer upon receipt by the successful Tenderer of the Letter of Acceptance from the Employer. The signing of the Memorandum of Agreement shall be proceeded with after the requirements of Clauses 2-4 and 2-5 have been complied with to the satisfaction of the Employer. The Memorandum of Agreement is bound within this document but **shall not** be completed at tender stage.

2-4. Surety Bond

The successful Tenderer shall provide, to the Employer's satisfaction, within 14 days of the date of receipt by him of the Letter of Acceptance, a Surety or Sureties to the value of the amount stipulated in the Appendix to the Form of Tender. A Tenderer or a private person or persons is not acceptable. A copy of the Deed of Suretyship is bound within this document, but **shall not** be completed at tender stage.

2-5. Insurance Policies

The successful Tenderer shall produce, to the Employer's satisfaction, within 14 days of the date of receipt by him of the Letter of Acceptance, Insurance Policies and receipts for the current premiums as are required by the General Conditions of Contract.

2-6. Failure to comply with Clauses 2-4 and 2-5 within the time limits

Failure of the successful Tenderer to comply with Clauses 2-4 and 2-5 within the time limit may result in further conditions of contract being imposed by the Employer such as to restrict price increases or the length of the period for the time for completion.

2-7. Order to Commence Work

The order to commence work will be issued by the Employer when the requirements of Clauses 2-4 and 2-5 have been met.

2-8. Failure to take up Contract

The tender is to be accompanied by a Bank Certified Cheque for FIVE HUNDRED RAND (R500.00) which is to be valid for a period of three months from the closing date for receipt of Tenders, which sum shall be forfeited to the Employer as part settlement of damages if the Tenderer retracts his tender after submission or if the Contractor fails to take up the Contract when called upon to do so.

2-9. Inspection of Equipment

The Tenderer shall submit details of the equipment that shall be used for the Contract. The Employer reserves the right to inspect such equipment prior to awarding the Contract.

2-10. Variations

No statement in the Project Specifications to the effect that work is to be according to levels or dimensions shown on the drawings shall be deemed to limit the powers of the Employer to order variations, alterations or additions in terms of Clause 51 of the General Conditions of Contract. The Contractor's unit price shall be deemed applicable throughout the Contract. Any variations from the rates as set out in the Schedule of Rates will be paid for at the unit rate tendered.

2-11. Payment and Retention

The works shall be paid for in full upon completion of the works to the satisfaction of the Employer.

2-12. Variation of Price

This is a fixed price contract and any variation of rates shall be entertained only in terms of subsection 4-7 (Variation Orders) of Section 3 in Document 1 (Part 3).

2-13. Penalties

It is a condition of this Contract that if the Contractor fails to complete and hand over the works on or before the day fixed for completion, then for each and every day which shall elapse between such day and time when such work is actually completed and handed over, the Contractor shall pay to the Employer by way of a penalty the sum of R1000.00 (One Thousand Rand). The Employer may, without prejudice to any other method of recovery, deduct such sum from any monies due or which may become due to the Contractor.

In the event of the Contract being extended the Contractor shall be permitted to extend the time of completion by an amount proportional to the additional value of works. An additional extension of time will be permitted only if materials necessary for the works are subject to excessive delivery delays.

2-14. Supply of Materials

Preference must be given to South African manufactured materials.

2-15. Value Added Tax

Value added tax at a rate of 14% was introduced with effect from 7 April 1993. The tenderers are to note that the tendered rates are to exclude VAT.

2-16. Basis of Tender Adjudication

As stated in subsection 2-11, Section 2 of this document, this contract will be executed on a "Bill of Rates" basis and not a "Bill of Quantities" basis. It is further mentioned in subsection 3-1, Section 2 of this document, that no guarantee can be given regarding the expenditure of this contract.

The reason for the possible variation in expenditure is that at the tender stage a number of unknown factors prevailed regarding various quantities and materials related to the drilling of new boreholes and rehabilitation of existing boreholes. This is mainly due to the fact that hydrogeological field investigations in the communities have not commenced at the tender stage.

To assist the prospective Tenderers in determining their rates to be tendered, typical quantities for the drilling of 10 boreholes using the rotary air percussion method of drilling, are provided in the table overleaf (page 2-10). The quantities to be used for adjudication of the tenders received will be made available to interested Tenderers at the site briefing meeting. These "adjudication quantities" will also be submitted to the Employer as well as to the State Tender Board prior to the date of the site briefing meeting

2-17. Important Conditions: Miscellaneous Requirements (ST6)

Important conditions and miscellaneous requirements by the State Tender Board are contained as Form ST6 of which a copy is contained in this document as page 2-11 hereafter.

Item No. (As per Schedule of Rates, Section 4 of this document)	Unit	Quantity
1-1-1	sum	1
1-1-2	sum	1
1-1-3	sum	1
1-2	sum	1
1-3	sum	9
1-4-1	sum	3
1-4-2	km	150
1-5	sum	1
2-1-2 (6")	m	460
2-1-3 (8")	m	300
2-1-4 (10")	m	40
6-1-1	m	170
6-2-1	m	90
6-1-3	m	40
7-1	no	2
8-1	m	60
10	kg	150
11	no	8
12	no	8
13	no	8
14	no	2
15	no	10
16	no	10
17	no	10
18	hr	8

IMPORTANT CONDITIONS: MISCELLANEOUS REQUIREMENTS

1. The tender forms are drawn up so that certain essential information is to be furnished in a specific manner. Any additional particulars shall be furnished in the enclosed questionnaire or in a separate annexure.
2. The tender forms should not be retyped or redrafted but photocopies may be prepared and used. Additional offers may be made for any item but only on a photocopy of the page in question or on other forms obtainable from the Chief Director: Office of the State Tender Board, Private Bag X49, PRETORIA, 0001. Additional offers made in any other manner may be disregarded.
3. Should tender forms not be filled in by means of mechanical devices, for example typewriters, ink, preferably black, must be used to fill in tenders.
4. Tenderers shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated.
5. The forms ST 10 and ST 11, if attached, shall be completed and submitted with the tender.
6. A separate ST 10 form shall be completed in respect of each item. Additional copies, if required, are obtainable from the Office of the State Tender Board.
7. In terms of paragraph 17 of the General Conditions and Procedures (ST 36) firm tender prices and delivery periods are preferred. Consequently tenderers shall clearly state whether prices and delivery periods will remain firm for the duration of the contract or not.
8. If non-firm prices are tendered, paragraphs 52.1 to 52.4 of the General Conditions and Procedures (ST 36) shall apply.
9. Where items are specified in detail, the specifications form an integral part of the tender document and tenderers shall indicate in the space provided whether the items offered are to specification or not.
10. In respect of the paragraphs where the items offered are strictly to specification, tenderers shall insert the words "as specified".
11. In cases where the items are not to specification, the deviations from the specifications shall be indicated.
12. The tender prices shall be given in the units shown.
13. With the exception of basic prices, where required, all prices shall be quoted in South African currency.
14. Delivery basis:
 - (a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of tender, shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the tenderer's centre, or carriage paid consignee's station if the goods are required elsewhere.
 - (b) Notwithstanding the provisions of paragraph 14(a), tender prices for supplies in respect of which installation/erection/assembly is a requirement, shall include ALL costs on a basis of delivered on site as specified.
15. Unless specifically provided for in the tender document, no tenders transmitted by telegram, telex, facsimile or similar apparatus shall be considered.
16. These conditions form part of the tender and failure to comply therewith may invalidate a tender.
17. Tenderers are requested to promote local content optimally. In terms of paragraphs 25 to 25.2 of the General Conditions and Procedures (ST 36) tenderers who use locally manufactured components, products, equipment and systems, including electronic components and systems, may claim preferences as set out in the preference certificate, form ST 11. A list of products and names of local manufacturers of such components, products, equipment and systems are available from the Office of the State Tender Board on request.

3-0. PROJECT SPECIFICATIONS

3-1 Purpose and Scope

The Tender is for the drilling and/or the rehabilitation of community water supply boreholes and all Works associated therewith in accordance with:

- (a) the Information Provided to Tenderer as per Section 1 of this document,
- (b) all relevant and applicable criteria set out in Part 1 of the Criteria Document of the Department of Water Affairs and Forestry (Criteria for groundwater resource development for the community water supply and sanitation programme, July 1996),
- (c) any other relevant and applicable specifications set out elsewhere in the MINIMUM STANDARDS AND GUIDELINES DOCUMENT and
- (d) any further details/instructions as may be ordered by the Employer or the Hydrogeological Consultant.

Copies of the MINIMUM STANDARDS AND GUIDELINES DOCUMENT will be available to interested Tenderers at the site briefing meeting.

3-2. Approach and Responsibility

The criteria and discussion set out in subsection 4-3-2 of Section 4-3 (Part 1) of the MINIMUM STANDARDS AND GUIDELINES DOCUMENT shall apply to this Tender and Contract as well as any other written instructions, requests or considerations which will be provided together with this document at the time of going to Tender.

3-3. Drilling Equipment and Materials

The successful Tenderer shall provide all labour, transport, plant, tools, materials and appurtenances, and shall perform all work necessary to satisfactorily construct and complete the Works. The relevant requirements set out in subsections 4-3-4, 4-3-6, 4-3-7, 4-3-8, 4-3-10 and 4-3-11 of Section 4-3 (Part 1) of the MINIMUM STANDARDS AND GUIDELINES DOCUMENT shall also apply to this Tender and Contract.

The Tenderer shall furnish all the particulars requested in subsection 5-0 of Section 3, Document 2 in Part 3 of this criteria document. Its capacity shall be sufficient to cope with the work as specified for the project and it shall at all times be kept in full working order and good repair.

The Hydrogeological Consultant will have the right to inspect the equipment to be used prior to the commencement of the Works. If the Hydrogeological Consultant considers that the plant in use on the site of the Works is in any way inefficient or inadequate in capacity, he shall have the right to call upon the Contractor to put such equipment in order within seven days or, alternatively, to remove such plant and replace it with other plant or equipment which he considers necessary to meet the requirements of the Contract.

In the event that this requirement is not satisfied, the Hydrogeological Consultant reserves the right to advise the Client to terminate the Contract immediately. Equipment brought onto the site may not be removed therefrom without the written permission of the Hydrogeological Consultant. It will be the responsibility of the Contractor to arrive on site with all equipment, materials and chemicals required to complete the work without interruption.

Where existing equipped boreholes are to be rehabilitated, the Contractor must provide suitable plant to enable the installed pumping equipment to be removed and reinstalled. This includes the removal and reinstallation of handpumps, wind pumps and motorised pumps. Rehabilitation of existing boreholes may include the recovery of existing pumping equipment that was previously dropped into a borehole.

3-4. Drilling Techniques

The criteria and discussion set out in subsection 4-3-3 of Section 4-3 (Part 1) of the MINIMUM STANDARDS AND GUIDELINES DOCUMENT shall apply to this Tender and Contract as well as any other written instructions, requests or considerations which will be provided together with this document at the time of going to Tender.

3-5. Workmanship and Performance

The criteria and discussion set out in subsection 4-3-5 of Section 4-3 (Part 1) of the MINIMUM STANDARDS AND GUIDELINES DOCUMENT shall apply to this Tender and Contract as well as any other written instructions, requests or considerations which will be provided together with this document at the time of going to Tender.

3-6. Borehole Construction

This will conform to the criteria set out in subsection 4-3-6 of Section 4-3 (Part 1) of the MINIMUM STANDARDS AND GUIDELINES DOCUMENT and any other criteria as may be decided by the Hydrogeological Consultant.

Two borehole design options are shown in Drawings 2 and 3 (Part 2). The decision as to which of these designs or any other suitable and appropriate design to use will be made by the Hydrogeological Consultant.

Drilling diameters will be as set out in subsection 4-3-6.a of section 4-3 (Part 1) of the MINIMUM STANDARDS AND GUIDELINES DOCUMENT. Any variation must be acceptable to the Hydrogeological Consultant.

The criteria pertaining to steel casing, casing shoes, plastic casing, perforated casing and the recovery of steel casing set out in subsections 4-3-6.b, 4-3-6.c, 4-3-6.d, 4-3-6.e and 4-3-6.f (respectively) of Section 4-3 (Part 1) of the MINIMUM STANDARDS AND GUIDELINES DOCUMENT shall also apply to this Tender and Contract.

The Contractor shall not use drilling media which in any way might compromise the integrity of the aquifer and/or the yield of the borehole. The Contractor must provide suitable and adequate tanks in which to mix and hold all drilling fluid.

Borehole straightness and verticality shall be judged according to the criteria set out in subsections 4-3-6.g and 4-3-6.h respectively of Section 4-3 (Part 1) of the MINIMUM STANDARDS AND GUIDELINES DOCUMENT and Drawing 5, Part 2, of this document.

The backfilling of boreholes will be undertaken in accordance with the criteria set out in subsection 4-3-6.i of Section 4-3 (Part 1) of the MINIMUM STANDARDS AND GUIDELINES DOCUMENT and illustrated in Drawings 2 and 3, Part 2, of this document.

Formation stabiliser shall be used in accordance with the discussion presented in subsection 4-3-6.j of Section 4-3 (Part 1) of the MINIMUM STANDARDS AND GUIDELINES DOCUMENT and illustrated in Drawings 2 and 3, Part 2, of this document.

Each successful borehole shall be furnished with a concrete collar as described in subsection 4-3-6.k of Section 4-3 (Part 1) of the MINIMUM STANDARDS AND GUIDELINES DOCUMENT and illustrated in Drawing 6, Part 2, of this document.

Unsuccessful and abandoned boreholes and lost boreholes shall be as defined in subsections 4-3-6.l and 4-3-6.m respectively of Section 4-3 (Part 1) of the MINIMUM STANDARDS AND GUIDELINES DOCUMENT and shall further be treated in the manner set out in these subsections.

Each successful borehole shall be furnished with a sanitary seal as described in subsection 4-3-6.n of Section 4-3 (Part 1) of the MINIMUM STANDARDS AND GUIDELINES DOCUMENT and illustrated in Drawings 2 and 3, Part 2, of this document.

Borehole development shall be approached in accordance with the criteria set out in subsection 4-3-6.o of Section 4-3 (Part 1) of the MINIMUM STANDARDS AND GUIDELINES DOCUMENT.

The disinfection of boreholes shall be undertaken according to the criteria and in the manner set out in subsection 4-3-6.p of Section 4-3 (Part 1) of the MINIMUM STANDARDS AND GUIDELINES DOCUMENT.

The protection of boreholes shall be undertaken in accordance with the criteria set out in subsection 4-3-6.q of Section 4-3 (Part 1) of the MINIMUM STANDARDS AND GUIDELINES DOCUMENT.

The marking of boreholes shall be undertaken in accordance with the criteria set out in subsection 4-3-6.r of Section 4-3 (Part 1) of the MINIMUM STANDARDS AND GUIDELINES DOCUMENT.

Finishing of a borehole site shall be undertaken in accordance with the criteria set out in subsection 4-3-6.s of Section 4-3 (Part 1) of the MINIMUM STANDARDS AND GUIDELINES DOCUMENT.

3-7. Data Recording and Reporting

This shall be accomplished in the manner and according to the criteria set out in subsection 4-3-7 of Section 4-3 (Part 1) of the MINIMUM STANDARDS AND GUIDELINES DOCUMENT.

3-8. Down-the-hole Loss of Equipment

This shall be approached and dealt with in the manner and according to the criteria set out in subsection 4-3-8 of Section 4-3 (Part 1) of the MINIMUM STANDARDS AND GUIDELINES DOCUMENT.

3-9. Down-the-hole Borehole Measurements

This shall be approached and dealt with in the manner and according to the criteria set out in subsection 4-3-9 of Section 4-3 (Part 1) of the MINIMUM STANDARDS AND GUIDELINES DOCUMENT.

3-10. Rehabilitation of Existing Boreholes

This shall be approached and dealt with in the manner and according to the criteria set out in subsection 4-3-10 of Section 4-3 (Part 1) of the MINIMUM STANDARDS AND GUIDELINES DOCUMENT. Payment for additional casing inserted into the borehole shall be made as per the Schedule of Rates. This clause does not cover the return of the Contractor to a borehole previously drilled by the Contractor.

3-11. Cessation of Drilling Activities

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

3-12. Safety Standards

The Contractor will operate strictly in accordance with the Occupational Health and Safety Act (Act 85 of 1993) and it is expected of him to: (1) ensure the safe operation and safety of all people on site and to strive for a proper and clean site and (2) register himself and subcontractors in terms of the Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993) and to issue a copy thereof to the Employer. The Employer, his employees or any of his agents do not accept any responsibility and/or liability of any kind in terms of the clauses and/or prescriptions of the Occupational Health and Safety Act for the Works or any part thereof.

The Contractor is fully responsible and/or laible for any act and/or action of his employees and/or equipment that operate or that are used on site. Further, the Contractor must appoint in writing a capable person who complies with the Occupational Health and Safety Act (General Safety Regulation 11.1) to act as a capable person, and a copy of such appointment must be provided to the Employer. The appointed capable person has to accept the appointment in writing and this has to be clearly indicated in his letter of appointment.

3-13. Measurement and Payment

The Contractor appointed under this Contract is considered to be an expert in his field and is expected to organise and carry out the required in an expert manner. Drilling problems encountered will be overcome entirely within the framework of this Specification and the Schedule of Rates, and no claims for extra payments will be entertained for problems foreshadowed in the Specification or due to limitations imposed by this Specification.

The measurement of and payment for all materials and work provided by the Contractor in the course of the project will be according to the criteria as set out and are applicable in respect of such as are variously discussed in Section 4-3 (Part 1) of the MINIMUM STANDARDS AND GUIDELINES DOCUMENT and the following.

3-13-1. Standing Time

This will cover periods when the drilling rig and crew or, if more than one rig and crew are fielded, when all rigs and crews are idle waiting for decisions by the Consultant where those decisions or whose presence is required before the commencement or continuation of the work. Under no circumstances will standing time be payable for any delays other than those incurred by the Hydrogeological Consultant's decisions. No standing time will be payable due to inclement weather or prevention of access to a site by the Contractor or Hydrogeological Consultant due to inclement weather.

The Contractor must make provision for one hour standing time per borehole to allow for the measurement of groundwater levels and the determination of optimum casing installation (plain and slotted). Since no separate payment will be made for standing time (up to 1 hour) resulting from these activities, the Contractor must allow for this.

3-13-2. Interhole Moves

Payment for interhole moves up to a distance of ten kilometres shall be made at the unit rate tendered for in the Schedule of Rates. Interhole moves in excess of ten kilometres shall be remunerated for the first ten kilometres at the tendered unit rate and, for each full kilometre thereafter, at the rate per kilometre tendered in the Schedule of Rates.

3-13-3. Reaming of Boreholes

Where a borehole has previously been drilled to a smaller diameter than that required, the original borehole shall be reamed to the required diameter. Reaming of a borehole to larger diameters may also be required for borehole construction purposes. Remuneration for this work shall be according to the rates tendered in the Schedule of Rates.

3-13-4. Removal of Existing Pumping Equipment

This rate shall cover the removal of existing pumping equipment in a borehole to be rehabilitated. Payment for removal up to an installed depth of 50 m shall be made at the unit rate tendered for in the Schedule of Rates. Installed depths in excess of 50 m shall be remunerated for the first 50 m at the tendered unit rate and, for each full metre thereafter, at the rate per metre tendered in the Schedule of Rates.

3-13-5. Re-installation of Existing Pumping Equipment

This rate shall cover the re-installation of existing pumping equipment in a borehole following rehabilitation of the borehole.

Payment for installation up to a depth of 50 m shall be made at the unit rate tendered for in the Schedule of Rates. Re-installation depths in excess of 50 m shall be remunerated for the first 50 m at the tendered unit rate and, for each full metre thereafter, at the rate per metre tendered in the Schedule of Rates.

The existing pumping equipment shall be restored to its working condition before removal unless the Contractor is instructed otherwise by the Hydrogeological Consultant.

3-13-6. Labour-based Methods to Prepare Access to Site

The use of labour-based methods required to prepare access to a site (bush clearing and/or limited road making) must be approved by the Hydrogeological Consultant. Labour required for such work must be employed from the local community with whom the number of man days required for the task is to be negotiated and finalised prior to gaining approval from the Hydrogeological Consultant.

SECTION 3. Information Submitted by Tenderer

1-0. PARTICULARS OF TENDERER

- 1-1. Name of Tenderer
- 1-2. Address of Tenderer
-
-
-
-
- 1-3. Authorised signatory Position held
- 1-4. Is Tenderer a member of the Borehole Water Assoc. (yes) (no)
 Membership no.
- 1-5. Does Tenderer have an office in the Province (yes) (no)
 City / town
- Address
-
-
- Contact person
- Telephone Fax
- e-Mail

2-0. ALTERATIONS BY TENDERER

Should the Tenderer wish to make any departures from or modifications to any part of this document or wish to qualify the Tender in any way, these shall be clearly set out hereunder or alternatively stated in a covering letter attached to this Tender.

- 2-1. Section: Subsection: Page:
 Alteration:
-
-
-
- 2-2. Section: Subsection: Page:
 Alteration:
-
-
-
- 2-3. Section: Subsection: Page:
 Alteration:
-
-

3-0. STATEMENT OF RECENT SIMILAR WORKS COMPLETED

- 3-1. Client organisation:
- Reference organisation:
- Telephone number:
- Value of work: Year completed
- Nature of work:

- 3-2. Client organisation:
- Reference organisation:
- Telephone number:
- Value of work: Year completed
- Nature of work:

- 3-3. Client organisation:
- Reference organisation:
- Telephone number:
- Value of work: Year completed
- Nature of work:

4-0. STATEMENT OF SUPERVISORY PERSONNEL TO BE DEPLOYED

- 4-1. Project representative
 - Name:
 - Current position held:
 - Length of current employment (years):
 - Previous relevant experience:
 - Project name:
 - Value of work: Year completed
 - Position held on project:

- 4-2. Drilling foreman
 - Name:
 - Current position held:
 - Length of current employment (years):
 - Previous relevant experience:
 - Project name:
 - Value of work: Year completed
 - Position held on project:

5-0. STATEMENT OF PLANT AND EQUIPMENT TO BE DEPLOYED

5-1. Drilling unit 1

Make and model of drilling rig

Age (years) Years with company

Condition (excellent) (good) (fair)

Mounting method (truck) (trailer)

Rated depth (m) at maximum drilling diameter (mm)

Mast capacity (kg) Draw-works capacity (kg)

Equipped for mud rotary drilling (yes) (no)

Make and model of air compressor

Age (years) Years with company

Condition (excellent) (good) (fair)

Mounting method (truck) (trailer)

Rated capacity (kPa) and volume (cfm)

Drill pipe diameter (mm) length (m) number

5-2. Drilling unit 2

Make and model of drilling rig

Age (years) Years with company

Condition (excellent) (good) (fair)

Mounting method (truck) (trailer)

Rated depth (m) at maximum drilling diameter (mm)

Mast capacity (kg) Draw-works capacity (kg)

Equipped for mud rotary drilling (yes) (no)

Make and model of air compressor

Age (years) Years with company

Condition (excellent) (good) (fair)

Mounting method (truck) (trailer)

Rated capacity (kPa) and volume (cfm)

Drill pipe diameter (mm) length (m) number

5-3. Ancillary plant and equipment

Supply / support vehicles

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5-3. contd.	Stabiliser rods	diameter (mm)	number
		diameter (mm)	number
		diameter (mm)	number
	Drill collars / overshots	diameter (mm)	number
		diameter (mm)	number
		diameter (mm)	number
	Straightness test "dummies"	diameter (mm)	
		diameter (mm)	
		diameter (mm)	

SECTION 4. Schedule of Rates

1.0. PREAMBLE

- 1-1. The Schedule of Rates (SoR) forms an integral part of this enquiry and shall be read in conjunction with: (1) subsection 4-3 of Section 4 of Part 1, (2) Part 2 and (3) Document 2 of Part 3 of the MINIMUM STANDARDS AND GUIDELINES DOCUMENT.
- 1-2. The following words in the SoR have the meanings hereby assigned to them.

Unit	:	The metric unit of measurement for each item of work as defined in the guidelines.
Quantity	:	The number of units of work for each item.
Rate	:	The rate per unit tendered for an item.
Amount	:	The product of the quantity and the rate tendered for an item.
Sum	:	The amount tendered for an item of which the extent is described in the SoR, the Specifications or elsewhere in this document.
- 1-3. The short description of the items in the SoR are for identification purposes only, the work covered by the items being fully described in subsection 4-3 of Section 4 (Part 1) and/or in Section 2 of Document 2 (Part 3) of this document.
- 1-4. Unless stated otherwise, items are measured nett and Tenderers must allow for waste in their tendered rates.
- 1-5. All rates and sums of money quoted in the SoR shall be in Rands and whole Cents. Fractions of a cent shall be discounted.
- 1-6. No quantities are set out in the SoR. The quantities of work accepted and certified for payment shall be used for determining payments to Appointees.
- 1-7. Except where Provisional Sums have been indicated, Tenderers shall enter an applicable rate in the Rate Column of the SoR for each scheduled item. Appointees will not be paid for items against which no rate has been entered on the presumption that they do not wish to receive payment for any such work.

Should Tenderers group a number of items and tender one lump sum rate for such group of items, this single lump sum rate shall apply to that group of items and not to each individual item. Should Tenderers indicate against any item that compensation for such item is included in another item, the rate for the item included in another shall be deemed nil.

Tenders may be rejected if any rates in the SoR are, in the opinion of the Implementing Authority, deemed unreasonable or out of proportion.

- 1-8. Tenderers are at liberty to insert a rate of their own choosing for each item in the SoR and in this regard their attention is drawn to the fact that Appointees have the right, under various circumstances, to payment for additional works carried out and that the Executive Agency is obliged to base its assessment of the rates to be paid for such additional work on the rates inserted in the SoR by the Appointee(s).
- 1-9. Payment based on the rates tendered in the SoR shall cover all the services and incidentals included in the works covered by the Appointment and shall be made in accordance with the Conditions of Tender (Section 2, Document 2, Part 3).
- 1-10. The Contract Price for the completed Contract shall be computed from the actual quantities of authorised work done as certified by the Executive Agency valued at rates tendered against the respective items in the SoR and shall include such authorised provisional sums and items of extra work as become payable in terms of the Contract.
- 1-11. Where Appointees are required to furnish detailed drawings and designs or other information in terms of the Contract Documents, all costs thereof shall be deemed to have been provided for and included in the unit rates and amount tendered for the items in the SoR and separate additional payments will not be made.
- 1-12. Tenderers must price each item in the SoR in BLACK INK.
- 1-13. The individual rates tendered for all work to be done or material to be supplied shall not be adjusted if the actual contract price for the completed Contract is different from the approximate expected value of the works, but shall remain fixed for the period of the Contract.
- 1-14. The abbreviations used in the SoR are defined as follows:

mm	=	millimetre	m	=	metre
km	=	kilometre	m ²	=	square metre
ha	=	hectare	m ³	=	cubic metre
m ³ /km	=	cubic metre per km	ℓ	=	litre
kℓ	=	kilolitre	kg	=	kilogram
t	=	ton (1000 kg)	No	=	number
%	=	percent	kW	=	kilowatt
PC sum	=	prime cost sum	P sum	=	provisional sum
kPa	=	kiloPascal	R/only	=	Rate only
W/day	=	Work day			

2-0. SCHEDULE

ITEM No.	DOCUMENT REF. (P - PART) (D - DOCUMENT) S - SECTION)	DESCRIPTION	UNIT	RATE
1-0		ESTABLISHMENT, PLANT SET-UP, INTERHOLE MOVES and DE-ESTABLISHMENT		
1-1		Establishment of Own Facilities on Site		
1-1-1		Living quarters, offices, workshops, etc.	sum	
1-1-2		Ablution and latrine facilities	sum	
1-1-3		Water supply, electricity, communications	sum	
1-2		Mobilization and Set-up of Plant to/at First Borehole	sum	
1-3		Set-up of Plant per Borehole (after first)	no	
1-4	3-13-2 (P3, D2)	Interhole moves		
1-4-1		For distances up to 10 km	no	
1-4-2		For distances exceeding 10 km	km	
1-5		De-establishment from Site	sum	
1-6		Monthly rental on in-field radio communication for "Employer" per unit installed	no	
2-0	4-3-6.a (P1, S4)	DRILLING (Unconsolidated and Consolidated Sediments and Igneous, Metamorphic and Fractured Carbonate Rocks)		
2-1		Rotary air percussion with foam		
2-1-1		152 mm diameter	m	
2-1-2		165 mm diameter	m	
2-1-3		203 or 216 mm diameter	m	
2-1-4		254 mm diameter	m	
2-1-5		305 mm diameter	m	
2-2		Direct circulation mud rotary		
2-2-1		152 mm diameter	m	
2-2-2		165 mm diameter	m	
2-2-3		203 or 216 mm diameter	m	
2-2-4		254 mm diameter	m	
2-2-5		305 mm diameter	m	
2-3		Reverse circulation mud rotary		
2-3-1		152 mm diameter	m	
2-3-2		165 mm diameter	m	
2-3-3		203 or 216 mm diameter	m	
2-3-4		254 mm diameter	m	
2-3-5		305 mm diameter	m	

ITEM No.	DOCUMENT REF. (P - PART) (D - DOCUMENT) (S - SECTION)	DESCRIPTION	UNIT	RATE
2-4		Odex (including supply, delivery & installation of at least 6 mm sidewall Odex casing)		
2-4-1		152 mm diam. (casing wall _____ mm)	m	_____
2-4-2		165 mm diam. (casing wall _____ mm)	m	_____
2-4-3		203/216 mm diam. (casing _____ mm)	m	_____
2-4-4		254 mm diam. (casing wall _____ mm)	m	_____
2-4-5		305 mm diam. (casing wall _____ mm)	m	_____
2-5		Dual-tube reverse circulation		
2-5-1		152 mm diameter	m	_____
2-5-2		165 mm diameter	m	_____
2-5-3		203 or 216 mm diameter	m	_____
2-5-4		254 mm diameter	m	_____
2-5-5		305 mm diameter	m	_____
3-0	4-3-6.a (P1, S4)	DRILLING (Highly abrasive rocks, eg. quartzite)		
3-1		Rotary air percussion with foam		
3-1-1		152 mm diameter	m	_____
3-1-2		165 mm diameter	m	_____
3-1-3		203 or 216 mm diameter	m	_____
3-1-4		254 mm diameter	m	_____
3-1-5		305 mm diameter	m	_____
4-0	4-3-6.a (P1, S4)	DRILLING (Leached/cavernous Carbonate Rocks)		
4-1		Rotary air percussion with foam		
4-1-1		152 mm diameter	m	_____
4-1-2		165 mm diameter	m	_____
4-1-3		203 or 216 mm diameter	m	_____
4-1-4		254 mm diameter	m	_____
4-1-5		305 mm diameter	m	_____
4-2		Odex (including supply, delivery & installation of at least 6 mm sidewall Odex casing)		
4-2-1		152 mm diam. (casing wall _____ mm)	m	_____
4-2-2		165 mm diam. (casing wall _____ mm)	m	_____
4-2-3		203/216 mm diam. (casing _____ mm)	m	_____
4-2-4		254 mm diam. (casing wall _____ mm)	m	_____
4-2-5		305 mm diam. (casing wall _____ mm)	m	_____
5-0	4-3-10 (P1, S4)	CABLE TOOL PERCUSSION (for borehole rehabilitation)	hr	_____

ITEM No.	DOCUMENT REF. (P - PART) (D - DOCUMENT) (S - SECTION)	DESCRIPTION	UNIT	RATE
6-0		CASING (supplied, delivered and installed)		
6-1	4-3-6.b (P1, S4)	Steel (bevel-edged, plain)		
6-1-1		165 mm OD (min. wall thickness 4 mm)	m	
6-1-2		177 mm OD (min. wall thickness 4 mm)	m	
6-1-3		219 mm OD (min. wall thickness 4.5 mm)	m	
6-1-4		273 mm OD (min. wall thickness 6 mm)	m	
6-2	4-3-6.e (P1, S4)	Steel (bevel-edged, perforated, 3 - 4 mm slot)		
6-2-1		165 mm OD (min. wall thickness 4 mm)	m	
6-2-2		177 mm OD (min. wall thickness 4 mm)	m	
6-2-3		219 mm OD (min. wall thickness 4.5 mm)	m	
6-2-4		273 mm OD (min. wall thickness 6 mm)	m	
6-3	4-3-6.d (P1, S4)	uPVC (flush internal/external, thread-jointed, plain)		
6-3-1		140 mm OD (min. wall thickness 6 mm)	m	
6-3-2		160 mm OD (min. wall thickness 7 mm)	m	
6-3-3		168 mm OD (min. wall thickness 8.5 mm)	m	
6-3-4		200 mm OD (min. wall thickness 9.1 mm)	m	
6-3-5		250 mm OD (min. wall thickness 11 mm)	m	
6-4		uPVC (flush internal/external, thread-jointed, perforated)		
6-4-1		140 mm OD (min. wall thickness 6 mm)	m	
6-4-2		160 mm OD (min. wall thickness 7 mm)	m	
6-4-3		168 mm OD (min. wall thickness 8.5 mm)	m	
6-4-4		200 mm OD (min. wall thickness 9.1 mm)	m	
6-4-5		250 mm OD (min. wall thickness 11 mm)	m	
7-0	4-3-6.c (P1, S4)	CASING SHOES		
7-1		To fit 165 mm diameter steel casing	no	
7-2		To fit 177 mm diameter steel casing	no	
7-3		To fit 219 mm diameter steel casing	no	
7-4		To fit 273 mm diameter steel casing	no	
8-0	3-13-3 (P3, D2)	REAMING OF BOREHOLES		
8-1		152 / 165 mm to 203 / 219 mm diameter	m	
8-2		203 / 219 mm to 254 mm diameter	m	
8-3		152 / 165 mm to 254 mm diameter	m	
9-0	4-3-6.f (P1, S4)	RECOVERY OF STEEL CASING	m	
10-0	4-3-6.j (P1, S4)	FORMATION STABILISER (supplied, delivered, installed)	kg	
11-0	4-3-6.q (P1, S4)	CONCRETE COLLAR (complete per borehole)	no	

ITEM No.	DOCUMENT REF. (P - PART) (D - DOCUMENT) (S - SECTION)	DESCRIPTION	UNIT	RATE
12-0	4-3-6.n (P1, S4)	SANITARY SEAL (complete per borehole)	m	_____
13-0	4-3-6.p (P1, S4)	BOREHOLE DISINFECTION (complete per borehole)	no	_____
14-0	4-3-6.q (P1, S4)	BOREHOLE PROTECTION (complete per borehole)	no	_____
15-0	4-3-6.r (P1, S4)	BOREHOLE MARKING (complete per borehole)	no	_____
16-0	4-3-6.s (P1, S4)	SITE FINISHING (complete per borehole)	no	_____
17-0	4-3-7 (P1, S4)	DATA RECORDING & REPORTING (per borehole)	no	_____
18-0		WORK TIME RATE (also for borehole development)	hr	_____
19-0	3-13-1 (P3, D2)	STANDING TIME RATE	hr	_____
20-0	4-3-10 (P1, S4)	BOREHOLE REHABILITATION		
20-1		With rotary air percussion drilling rig	hr	_____
20-2		With cable tool (jumper) drilling rig	hr	_____
21-0	3-13-4 & -5	EQUIPMENT REMOVAL and RE-INSTALLATION		
21-1	(P3, D2)	Handpump installations		
21-1-1		Removal for first 50 m depth	no	_____
21-1-2		Removal from depths extra-over 50 m	m	_____
21-1-3		Re-install up to 50 m depth	no	_____
21-1-4		Re-install to depths extra-over 50 m	m	_____
21-2		Windpump installations		
21-2-1		Removal for first 50 m depth	no	_____
21-2-2		Removal from depths extra-over 50 m	m	_____
21-2-3		Re-install up to 50 m depth	no	_____
21-2-4		Re-install to depths extra-over 50 m	m	_____
21-3		Motorised installations (electric or diesel)		
21-3-1		Removal for first 50 m depth	no	_____
21-3-2		Removal from depths extra-over 50 m	m	_____
21-3-3		Re-install up to 50 m depth	no	_____
21-3-4		Re-install to depths extra-over 50 m	m	_____
21-4		Borehead superstructure		
21-4-1		Dismantling of superstructure	no	_____
21-4-2		Re-assembly of superstructure	no	_____
22-0	3-13-4 (P3, D2)	CASUAL (DAY) LABOUR SOURCED LOCALLY	day	_____

SECTION 5. Additional Tender / Contract Documentation

5-1. FORM ST8	p. 2-31
5-2. FORM ST10	p. 2-33
5-3-1. FORM ST11	p. 2-35
5-3-2. FORM ST11.1	p. 2-39
5-4. FORM ST12	p. 2-45
5-5. DEED OF SURETYSHIP	p. 2-47
5-6. CERTIFICATE OF TENDERER'S VISIT TO SITE	p. 2-49
5-7. FORM OF TENDER	p. 2-51
5-8. APPENDIX TO TENDER	p. 2-53
5-9. MEMORANDUM OF AGREEMENT	p. 2-55

T E N D E R

1. I/We hereby tender to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Government of the Republic of South Africa on the terms and conditions and in accordance with the specifications stipulated in the tender documents (and which shall be taken as part of, and incorporated into, this tender) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/We agree that -
 - (a) the offer herein shall remain binding upon me/us and open for acceptance by the State Tender Board during the validity period indicated and calculated from the closing time of the tender;
 - (b) this tender and its acceptance shall be subject to the terms and conditions contained in the General Conditions and Procedures (ST 36) and Preference Certificate (ST 11) with which I am/we are fully acquainted;
 - (c) if I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the State may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the State and I/we will then pay to the State any additional expense incurred by the State having either to accept any less favourable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation of fresh tenders and by the subsequent acceptance of any less favourable tender; the State shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the State may sustain by reason of my/our default;
 - (d) if my/our tender is accepted the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic at (full address of this place)

3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
4. I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.
5. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.
6. I/We declare that I/we have participation*/no participation* in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state names(s) of tenderer(s) involved

*Delete whichever is not applicable.

7. Are you duly authorised to sign the tender? * YES / NO
8. Has the Declaration of Interest (ST 12) been duly completed and included with the other tender forms? * YES / NO

SIGNATURE(S) OF TENDERER OR ASSIGNEE(S)	:	.....
DATE	:	.....

Capacity and particulars of the authority under which this tender is signed:

Name of tenderer)
 Postal address) (In block letters)
)
 Telephone No.(s) (Tol free if applicable):
 Facsimile No.:
 Tender No.:
 Name of contact person (In block letters):

SEE REVERSE FOR IMPORTANT CONDITIONS

NB: Each tender must be submitted in a separate, sealed envelope on which the NAME AND ADDRESS OF THE TENDERER, THE TENDER NUMBER AND THE CLOSING DATE must be clearly endorsed. The tender must be addressed and posted to the DIRECTOR GENERAL : DEPARTMENT OF WATER AFFAIRS AND FORESTRY, PRIVATE BAG X313, PRETORIA, 0001, so as to reach the destination not later than the closing time or deposited in the tender box in the FOYER, RESIDENSIE BUILDING, 185 SCHOEMAN STREET, PRETORIA before the closing time.

IMPORTANT CONDITIONS

- 1 Failure on the part of the tenderer to sign this tender form (ST 8) and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the tender.
- 2 Tenders should be submitted on the official forms and should not be qualified by the tenderer's own conditions of tender. Failure to comply with these requirements or to renounce specifically the tenderer's own conditions of tender, when called upon to do so, may invalidate the tender.
- 3 If any of the conditions on this tender form (ST 8) are in conflict with any special conditions, stipulations or provisions incorporated in the tender, such special conditions, stipulations or provisions shall apply.
- 4 This tender is subject to the State Tender Board regulations made in terms of section 13(1) of the State Tender Board Act, 1968 (Act 86 of 1968), and the General Conditions and Procedures (ST 35) as published in State Tender Bulletin 1421 dated 17 May 1991 and subsequent amendments thereto and re-issues thereof. Copies of the regulations and conditions are obtainable from the Office of the State Tender Board.

7/96

ST 8

If the information required i.r.o. each item cannot be inserted in the space provided, additional information may be provided on a separate sheet of paper with a suitable reference to the questionnaire number concerned.

QUESTIONNAIRE

REPLIES

- 1. What is the tender number?
.....
- 2. What is/are the item number(s)?
.....
- 3. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act No. 89 of 1991)? *YES / NO
- 3.1 If so, state your VAT registration number
- 4.1 Are the prices quoted firm for the full period of contract? (i.e. no adjustments as per paragraphs 52 to 52.4 of ST 36). *YES / NO
- 4.2 If the tender prices are not firm for the full period, provide details against the appropriate category(ies) below:
 - 4.2.1 Non-firm prices, i.e. prices linked to other proven adjustments (paragraphs 52.1 to 52.4 of ST 36).
 - 4.2.2 Prices linked to fixed period adjustments.
 - 4.2.3 Prices linked to escalation formula adjustments (paragraph 52.3 of ST 36)

Note that for the purpose of price comparisons, the actual price which the State will have to pay over the contract period will be assessed in all the category 4.2 cases. (See paragraph 24.7 of ST 36).
- 5. Is the delivery period stated in the tender firm? (See paragraph 17 of ST 36).
- 6. Is the equipment guaranteed as required in terms of paragraph 40.1 to 40.3 of ST 36?
- 6.1 If a specific guarantee is required in the tender specification, is the supply/services so guaranteed?
- 7. Are you the accredited representative in the Republic of South Africa of the manufacturer of the equipment offered by you?
- 8. What is the address in the Republic of South Africa where a machine/equipment of the type offered by you may be inspected preferably under working conditions?
- 9. What is the approximate value of spares carried in stock in the Republic of South Africa for this particular make and model of machine? R
- 9.1 Where are these spares held in stock?
- 10. What facilities exist for servicing the machine/equipment offered.
- 10.1 Where are these facilities available?
- 11. What are the names and addresses of the factories where the supplies will be manufactured and may be inspected, if required?
- 12. Is a special import permit required? If not, indicate your import permit number?
- 13. The undermentioned information must be furnished where the tender price may be affected by the fluctuation in the rate of exchange (See paragraphs 53.1 to 53.3 of ST 36)
- 13.1 State in respect of each item the amount in foreign currency which will be remitted abroad?
- 13.2 State the rate(s) of exchange applied in the conversion of this amount to South African currency

STATE TENDER BOARD

TENDER NO.
(to be inserted by tenderer)

PREFERENCE CERTIFICATE

NB: BEFORE COMPLETING THIS CERTIFICATE, TENDERERS MUST CAREFULLY STUDY THE GENERAL CONDITIONS AND DEFINITIONS AS WELL AS THE DEFINITIONS AND DIRECTIVES APPLICABLE TO EACH PART.

GENERAL CONDITIONS:

1. The preference certificate shall be filled in only in those cases where preference is claimed for supplies which will be manufactured (fabricated, processed or assembled) in the Republic of South Africa. In cases where production has not yet commenced at time of tender closure, evidence shall be produced that at the time of tender the tenderer was irrevocably committed to production of the product.
2. Failure on the part of a tenderer to fill in and/or to sign the certificate may be interpreted to mean that price preference is not claimed.
3. The State Tender Board reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, that he should substantiate any claim in regard to preference, in any manner required by the Board.
4. In respect of items where supply, delivery and installation/erection/commissioning, or supply and delivery to site is a condition of tender, preference shall be calculated on material/equipment only and not on any delivery, installation, erection and/or commissioning costs.
5. Each item may qualify for the price preferences applicable to local content (part 1). Tender price preferences for electronics (part 2) and for the South African Bureau of Standards's standardisation mark (part 3) may also be claimed, if applicable.

GENERAL DEFINITIONS:

6. "Local content" means that portion of the tender price which is not included in "imported content", provided that local manufacture does take place.
7. "Imported content" means that portion of the tender price represented by the costs of components, parts or materials which have been or are still to be imported (whether by the tenderer or his suppliers or sub-contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duties, sales duties, or other similar taxes or duties at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies which have been tendered for are manufactured.

2/...

PART 1: PRICE PREFERENCES FOR LOCAL MANUFACTURE (SEE PAGE 3 FOR DECLARATION)

LOCAL CONTENT, IN RELATION TO THE TENDER PRICE, BEING:	PERCENTAGE PREFERENCE ALLOWED:	ITEM NUMBER(S) IN RESPECT OF WHICH PREFERENCE IS CLAIMED:
Not more than 5%	1	.....
More than 5% and up to 10%	2	.....
More than 10% and up to 20%	3	.....
More than 20% and up to 30%	4	.....
More than 30% and up to 40%	5	.....
More than 40% and up to 50%	6	.....
More than 50% and up to 60%	7	.....
More than 60% and up to 70%	8	.....
More than 70% and up to 80%	9	.....
More than 80%	10	.....

PART 2: PRICE PREFERENCES FOR ELECTRONICS (SEE PAGE 3 FOR DECLARATION)

DEFINITION OF ELECTRONICS:

- "Electronics" includes all products, equipment and systems manufactured for the purpose of processing, storing or transferring information by means of electro-magnetic phenomena, but excludes the raw materials from which such items are manufactured.

DIRECTIVES:

- In respect of tenders for products complying with the definition of electronics, price preference may be claimed in part 1 as well as in part 2.1. The total price preference that will be allowed by the State Tender Board shall, however, not exceed 10%.
- The onus is on the tenderer to establish, in respect of each item, whether the relevant products can be classified as electronics, and if so, to claim the appropriate price preference.
- If there is doubt as to the correctness and/or applicability of the price preferences claimed for electronics, the decision of the State Tender Board, based on the advice of the Standing Committee for Electronics, shall be final.
- In regard to price preference claimed for local design, tenderers shall, apart from certification by a professional engineer, submit a full motivation for the price preference claimed in respect of each item.

PART 2.1: LOCAL DESIGN:

Four categories apply, viz:

- LD - a complete local design
- ALD - an adapted local design
- MD - a manufacturing design
- AMD - an adapted manufacturing design.

DEFINITIONS:

(1) LD (Local Design) means that:

- (a) The logical structure (organisation) of the system (hardware and software) is designed in the RSA.
- (b) The circuit/software of those elements of the system directly associated with the main function of the system is designed in the RSA.
- (c) The manufacturing design (MD) is carried out in the RSA. (See definition 3).

(2) ALD (Adapted Local Design) means that:

- (a) The designs as stated in (a) and (b) under LD are not carried out completely in the RSA, but to an extent greater than 70% as certified by a registered professional engineer.
- (b) Manufacturing design (MD) is carried out in the RSA.

(3) MD (Manufacturing Design) means that:

The design of the physical structure, for example re-layout and repackaging of hardware or software, re-coding or assembly/compilation, is carried out in the RSA.

(4) AMD (Adapted Manufacturing Design) means:

The manufacturing design as defined in (3) is not carried out completely in the RSA but to an extent greater than 70% as certified by a registered professional engineer.

CATEGORY	PERCENTAGE PRICE PREFERENCE ALLOWED	ITEM NUMBER(S) IN RESPECT OF WHICH PRICE PREFERENCE IS CLAIMED
LD (Local Design)	5%	.....
ALD (Adapted Local Design)	3,5%	.....
MD (Manufacturing Design)	2,5%	.....
AMD (Adapted Manufacturing Design)	1%	.....

I, the undersigned hereby certify that in respect of the preference(s) claimed, the percentage(s) stated is/are in accordance with the aforesaid definition(s).

.....
 SIGNATURE: REGISTERED PROFESSIONAL ENGINEER

MEMBERSHIP NUMBER:

DATE:

PART 3: PREFERENCE FOR SABS STANDARDISATION MARK (SEE DECLARATION BELOW)

1. A 2,5% price preference may be claimed only on products bearing the SABS standardisation mark at date of tender.

Item number(s) in respect of which 2,5% preference for the SABS standardisation mark is claimed:

DECLARATION

I/we, the undersigned, name(s)..... authority representing the tenderer certify that the item(s) mentioned in parts 1, 2 and 3 of the foregoing schedule qualifies/qualify for the price preference(s) shown and acknowledge on behalf of the said tenderer that:

- (i) In the event of a contract being awarded as a result of preferences claimed as shown in parts 1, 2 and 3, the contractor may be required to furnish documentary proof to the satisfaction of the State Tender Board that the claims are correct.
- (ii) If the claims are found to be too high, the State Tender Board may, in addition to any other remedy it may have
 - (a) recover from the contractor all costs, losses or damages incurred or sustained by the State as a result of the award of the contract; and/or
 - (b) cancel the contract and claim any damages which the State may suffer by having to make less favourable arrangements after such cancellation; and/or
 - (c) as provided for in State Tender Board Regulation 3(6), impose on the contractor a penalty not exceeding 5% of the value of the contract.

WITNESSES:

1.

.....
 SIGNATURE(S) OF TENDERER

DATE:

ADDRESS:

2.

STATE TENDER BOARDTENDER NO.
(to be inserted by tenderer)PREFERENCE CERTIFICATE FOR CONTRACTS LESS THAN R2,0 MILLION IN VALUE

NB: BEFORE COMPLETING THIS CERTIFICATE, TENDERERS MUST CAREFULLY STUDY THE GENERAL CONDITIONS AND GENERAL DEFINITIONS AS WELL AS THE DEFINITIONS AND DIRECTIVES APPLICABLE TO EQUITY OWNERSHIP BY PREVIOUSLY DISADVANTAGED INDIVIDUALS/WOMEN IN ENTERPRISE.

1. GENERAL CONDITIONS:

- 1.1 The preference point system is applicable to all local manufacturers.
- 1.2 Failure on the part of a tenderer to fill in and/or to sign the certificate may be interpreted to mean that point preference is not claimed.
- 1.3 The State Tender Board reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, that he/she should substantiate any claim in regard to preference, in any manner required by the Board.

2. GENERAL DEFINITIONS:

The defined words and expressions commencing with capital letters, shall have the meanings hereby assigned to them unless such meanings are inconsistent with the context of a particular tender or contract:

- 2.1 Control: The possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.2 Commercially useful Function: The performance or real and actual work, or the provision of services, in the discharge of any contractual obligation which shall include but not be limited to the performance of a distinct element of work which the business has the skill and expertise to undertake and the responsibility of management and supervision.
- 2.3 Equity Ownership: The percentage ownership and control, exercised by individuals within an enterprise determined in accordance with par 3.
- 2.4 Owned: Having all the customary incidents of ownership, including the right of disposition and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.5 Previously Disadvantaged Individuals (PDI): Individuals who, being South African citizens, are socially and economically disadvantaged by the legacy of the South African political dispensation prior to 28 April 1994. For the purpose of the contract, the refutable presumption shall be made that individuals who fall into population groups that had no franchise in national elections prior to the introduction of the 1984 constitution and the tricameral parliamentary system, are Previously Disadvantaged Individuals. It is incumbent on individuals to demonstrate their claims to fall into such population groups on the basis of identification and association with and recognition by the members of such group.

2.6 Woman: A female person who is a South African citizen.

3. Established of PDI/Woman Equity ownership in an enterprise

3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.

3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, the equity ownership shall be adjusted accordingly.

4. Adjudication Using a Point System

4.1 Responsive tenders will be adjudicated by the State using a system which awards points on the basis of:

- the tendered price
- Equity Ownership

4.2 The tenderer obtaining the highest number of points will usually be awarded the contract.

4.3 The preference point system should be calculated on the comparative price only.

4.4 Points scored will be rounded off to 1 decimal place.

4.5 In the event of equal points scored, the tender will usually be awarded to the tenderer scoring the highest points for equity owned by previously disadvantaged individuals.

5. Points Awarded for Price (Np)

5.1 A maximum of 88 points is allocated to Price on the following basis:

$$Np = 88 \left(1 - \frac{(P - P_m)}{P_m} \right)$$

- where Np = the number of tender adjudication points awarded for price.
Pm = the price of the lowest acceptable tender on a comparative basis.
P = in each case the comparative price of the relevant tender.

6. Points Awarded for the Tendered Contract Participation Goal (Nc)

6.1 A maximum of 12 (twelve) points may be awarded to businesses which are legal entities, registered with the Department of Inland Revenue, are independent and continuing enterprises for profit which perform Commercially Useful Functions and have been operating as such for at least 6 months prior to the closing date for tenders as set out in 6.2 and 6.3 below subject to the provisions of 6.4.

6.2 Equity Ownership by Previously Disadvantaged Individuals

$$Nep = \frac{10 \times Ep}{100}$$

where Ep is the percentage Equity Ownership of Previously Disadvantaged Individuals within the enterprise, determined in accordance with 3, and Nep is the number of points awarded on that basis.

6.3 Equity Ownership by Women

$$New = \frac{2 \times Ew}{100}$$

where Ew is the percentage Equity Ownership of Women within the enterprise determined in accordance with 3, and New is the number of points awarded on that basis.

6.4 Points will be denied where enterprises are adjudged not to perform Commercially Useful Functions in meeting their contractual obligations or where enterprises subcontract to others more than 25% of the value of the contract at the time of award, exclusive of all VAT and all allowances for contingencies, escalation and provisional sums.

7. Total Tender Adjudication Points

7.1 The total number of tender adjudication points awarded (N), is the sum of:
Np + Nep + New (not to exceed 100).

8. Tender Declaration

8.1 Tenderers who wish to claim points in respect of Equity Ownership must complete the Declaration at the end of form ST 11.1

9. Equity ownership claimed (See Declaration)

- 9.1 PDI Equity Ownership%
- 9.2 Women Equity Ownership%

DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certifies that the item mentioned in part of the foregoing certificate qualifies/qualify for the preference(s) shown and acknowledges that:

- (i) The information furnished is true and correct.
- (ii) The Equity Ownership claimed is in accordance with the General Conditions.
- (iii) Not more than 25% of the value of the contract at the time of award, exclusive of VAT and all allowances for contingencies and escalation, will be subcontracted to other parties.

- (iv) In the event of a contract being awarded as a result of preferences claimed as shown in paragraph 9, the contractor may be required to furnish documentary proof to the satisfaction of the State Tender Board that the claims are correct.
- (v) If the claims are found to be too high, the State Tender Board may, in addition to any other remedy it may have -
 - (a) recover from the contractor all costs, losses or damages incurred or sustained by the State as a result of the award of the contract; and/or
 - (b) cancel the contract and claim any damages which the State may suffer by having to make less favourable arrangements after such cancellation; and/or
 - (c) as provided for in State Tender Board Regulation 3(6), impose on the contractor a penalty not exceeding 5% of the value of the contract.

WITNESSES:

- 1.
- 2.

.....
 SIGNATURE(S) OF TENDERER

DATE:

ADDRESS:

.....

**ANNEXURE TO ST11.1
DECLARATION AFFIDAVIT**

- a) Name of firm :
- b) Postal address :
- c) Physical address: :
- d) Telephone No. :
- e) Fax No. :
- f) Contact person :
- g) Company/enterprise
income tax reference number:
- h) VAT registration number :
- i) Company registration
number :

1. Type of firm

- Partnership
 - One person business/sole trader
 - Close corporation
 - Company
 - (Pty) Limited
- (Tick one box)

2. Describe principal business activities

.....

.....

.....

3. Company classification

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- (Tick one box)

4. Total number of years the firm has been in business?

5. Street addresses of all facilities used by the firm (e.g. warehouses, storage spaces, offices, etc.)

- 6.1
- 6.2
- 6.3

6. Do you share any facilities? Yes No (Tick one box)

If yes; which facilities are shared?

With whom do you share facilities (name of firm(s)/individual(s))

What are the other firm's principal business activities?

.....

.....

7. Is the firm registered or does it have a business licence(s)? (Tick one box)

Yes No

If yes, detail and quote relevant reference numbers and dates

.....

8. List all partners, proprietors and shareholders by name, identity number, citizenship, PDI status and ownership, as relevant

NAME	IDENTITY NUMBER	CITIZENSHIP	PDI STATUS (YES/NO)*	DATE OF OWNERSHIP	% OWNED by PDI's	% OWNED BY WOMEN

NOTE: Where owners are themselves a company or partnership, identify the ownership of the holding firm.

9. How many permanent staff members are employed by the firm:

Full time:

Part time:

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm affirms that the PDI interest in the business constitute majority control over the business operations and ownership of the business and the information furnished is true and correct.

Signature

Duly authorized to sign on behalf of:

Address:

.....

.....

Telephone:

Date:

DECLARATION OF INTEREST

Any legal person, including persons employed by the State, or persons who act on behalf of the State 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 tender invitation. In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the State, or to persons who act on behalf of the State, or to persons connected with or related to them, it is required that the tenderer or his authorized representative shall declare his position vis-à-vis the evaluating authority and/or take an oath declaring his interest, where -

- the tenderer is employed by the State or acts on behalf of the State; and/or
- the legal person on whose behalf the tender document is signed, has a relationship with persons/a person who are/is involved with the evaluation of the tender(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 of the tender.

In order to give effect to the above, the following questionnaire shall be completed and submitted with the tender.

2 Are you or any person connected with the tenderer, employed by the State? *YES/NO

2.1 If so, state particulars.

.....
.....

3 Do you, or any person connected with the tenderer, have any relationship (family, friend, other) with a person employed in the department concerned or with the State Tender Board or its administration and who may be involved with the evaluation or adjudication of this tender? *YES/NO

3.1 if so, state particulars.

.....
.....

4 Are you, or any person connected with the tenderer, aware of any relationship (family, friend, other) between the tenderer and any person employed by the department concerned, State Tender Board or its administration, who may be involved with the evaluation or adjudication of this tender? *YES/NO

4.1 If so, state particulars.

.....
.....

.....
SIGNATURE OF DECLARANT TENDER NUMBER DATE

.....
POSITION OF DECLARANT NAME OF COMPANY OR TENDERER

Delete whichever is not applicable

5-5. DEED OF SURETYSHIP

Tender / Contract No.

WHEREAS
(hereinafter referred to as the "Employer") entered into, on the day of
a Contract with
(hereinafter called the "Contractor") for

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of suretyship for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS
has/have, at the request of the Contractor, agreed to give such security,

NOW THEREFORE WE
do hereby guarantee and bind ourselves jointly and severally as Sureties and Co-principal Debtors to the Employer under renunciation of the benefits of division and excusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

- 1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alteration of the Due Completion Date which the Employer may make, give, concede, or agree to under the said Contract.
2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
3. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his attention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
4. Our total liability hereunder shall not exceed the sum of (R)
5. We hereby choose domicilium citandi et executandi for all purposes arising herefrom at

IN WITNESS WHEREOF this guarantee has been executed by us at on this day of 19.....

Signature..... duly authorised to sign on behalf of

As witnesses: 1. 2.

5-6. CERTIFICATE OF TENDERER'S VISIT TO SITE

TENDER / CONTRACT No.

This is to certify that I

representative of (Tenderer)

of address

.....

.....

telephone no.

visited and examined the Site on (date)

in the company of (Employer's representative)

Having previously studied the Tender Document, I examined the Site and have familiarised myself with all the local conditions likely to influence the Work and the cost thereof.

I further certify that I am satisfied with the description of the Work and the explanation given by the said Employer's representative and that I understand perfectly the work to be done, as specified and implied, in the execution of this Contract.

TENDERER'S REPRESENTATIVE

EMPLOYER'S REPRESENTATIVE

5-7. FORM OF TENDER (Note: The Appendix forms part of the Tender)

TENDER / CONTRACT No. :

AREA :

SHORT DESCRIPTION OF WORKS :

TO THE IMPLEMENTING AUTHORITY :

Gentlemen,

Having examined the General and the Special Conditions of Contract and the Project Specifications and Schedule of Rates for the construction of the abovenamed Works, I/we offer to construct, complete and maintain the whole of the said Works in conformity with the General and Special Conditions of Contract, the Project Specifications and the Schedule of Rates, save as amended by the "Alterations by Tenderer" (if any) attached hereto, for the rates as set out in the Schedule of Rates or for such other sum as may be ascertained in accordance with the Contract.

In the event of there being any errors of extension or addition in the priced Schedule of Rates, I/We agree to their being corrected by you or your appointed representative, the rates being taken as correct.

I/we undertake to complete and deliver the various parts and the whole of the Works comprised in the Contract within the time(s) stated in the Appendix to Tender attached hereto.

If my/our tender is accepted, I/we will, when required and within the time stipulated, provide a guarantee of a Bank or Insurance Company (to be approved by you) to be jointly and severally bound with me/us in a sum not exceeding ten percent (10%) of the estimated contract value, for the due performance of the Contract under the terms of a Bond in the form annexed hereto. The surety I/we propose is

.....
of

I/we have studied the Conditions of Tender issued herewith and agree to be bound by same for the period of validity set out in the Appendix to Tender attached hereto.

Unless and until a formal Agreement is prepared and executed this Tender, together with the written acceptance thereof by yourselves or the Consultant acting on your behalf, shall constitute a binding Contract between us.

I/we understand that you are not bound to accept the lowest or any tender you may receive.

Name (please print)

on behalf of

Address

Date

Tel. and Fax No.

Signature:

5-8. APPENDIX TO TENDER

TENDER / CONTRACT No.:

Address of Employer

Address & Tel no. of Consultant

Address and Tel no. of Contractor

Amount of Suretyship percent of the Estimated Value of Work

Time within which Surety is to be provided days from the Commencement Date

Duration of Suretyship Until issue of Completion Certificate

Time within which Work must commence days from Commencement Date or receipt of instruction to proceed

Work programme to be furnished within calendar days

Amount of Insurances R.....

Special Risks Insurance required (yes) (no)

If required, to be arranged by

Amount of Special Risks insurance

Minimum amount of Liability insurance R.....

Daywork allowances percent on gross remuneration of workmen and foremen actually engaged,
 percent on net cost of materials actually used

Special non-working days The period 16 December to 5 January inclusive plus Statutory Holidays in the
 Republic of South Africa

Time for Completion days

Amount of Penalty R..... per calendar day

Percentage retention percent

Limit of retention money R.....

Interest on retention money percent

Retention Money Guarantee permitted (yes) (no)

Delivery of Contractor's final statement Within days of certified date of completion of Works

Defects Liability Period months

Settlement of disputes to be by reference to Arbitration

Period of validity of Tender calendar days

Signature

on behalf of

Address

Date

5-9. MEMORANDUM OF AGREEMENT

Tender / Contract no.
for drilling services to be rendered in regard to the Community Water Supply and Sanitation Programme for
the Implementing Authority
hereafter referred to as the "Client".

This Agreement signifies acceptance of the Tender submitted by
hereafter referred to as the "Contractor" and witnesseth as follows:

1. Words and expressions used in this Agreement shall have the same meanings as are respectively assigned to them in the Conditions of Contract.
2. The documents listed in the SCHEDULE OF DOCUMENTS which forms section 1 of the tender documents shall be deemed to form and be read and construed as part of this Agreement.
3. In consideration of the payments to be made by the Client to the Contractor as hereafter mentioned, the Contractor covenants with the Client to construct, complete and maintain the Works in conformity in all respects with the provisions of the Contract.
4. The Client hereby covenants to pay to the Contractor, in consideration of the construction, completion and maintenance of the Works, the Contract Price at the times and in the manner prescribed by the Contract.

In witness whereof this Agreement is signed on behalf of the Client at

..... on this the day of 19.....

by (for and on behalf of the Client)

in the presence of the subscribing witnesses 1.

2.

and is signed on behalf of the Contractor at

..... on this the day of 19.....

by (for and on behalf of the Contractor)

in the presence of the subscribing witnesses 1.

2.

DOCUMENT THREE

ENQUIRY, TENDER AND CONTRACT

DOCUMENTATION FOR THE

TEST PUMPING OF BOREHOLES

CONTENTS

		Page
SECTION 1	Information Provided to Tenderer	3-1
SECTION 2	Conditions of Tender / Contract	3-5
SECTION 3	Information Submitted by Tenderer	3-15
SECTION 4	Schedule of Rates	3-19
SECTION 5	Additional Tender / Contract Documentation	3-23

1-12. Address for submission of Tender

.....

.....

.....

.....

.....

.....

.....

.....

.....

1-13. Closing date and time for submission

1-14. No submissions by telephone, telex, fax, telegram or e-mail will be accepted.

2-0. SITE INSPECTION / BRIEFING SESSION

2-1. Compulsory (yes) (no)

2-2. Date 2-3. Time.....

2-4. Place / venue

.....

2-5. For further information contact

Organisation Telephone number

or

.....

Organisation Telephone number

3-0. GENERAL SCOPE OF WORK

3-1. Testing of new boreholes (yes) (no)

Estimated number

3-2. Type of testing method to be applied

Slug testing (yes) (no)

Calibration testing (yes) (no)

Stepped discharge testing (yes) (no)

Constant discharge testing (yes) (no)

Recovery testing (yes) (no)

- 3-3. Type of pump considered appropriate
- Positive displacement (yes) (no)
- Line-shaft turbine (yes) (no)
- Submersible (yes) (no)
- 3-4. Salient information
- Smallest borehole inside diameter (mm)
- Smallest cased inside diameter (mm)
- Estimated maximum pump setting (m)
- Estimated maximum depth to water level (m)
- Estimated maximum discharge line length (m)
- Estimated yield range (ℓ/s) to
- Estimated maximum duration of constant discharge tests (hrs)
- Tests with observation boreholes (yes) (no)
- Number with one observation borehole
- Number with two observation boreholes
- Number with three or more observation boreholes
- 3-5. Testing of existing boreholes (yes) (no)
- Estimated total number
- Estimated number equipped
- 3-5. contd. Removal of existing equipment required (yes) (no)
- Re-installation of existing equipment required (yes) (no)
- Access to existing installations
- Good
- Fair
- Poor

4-0. TERRAIN CONDITIONS

- 4-1. Topography
- Flat surface, plain
- Gently rolling
- Moderately rolling
- Hilly
- Mountainous

- | | | | |
|------|---------------------------|--------------------------------|--------------------------------|
| 4-2. | Vehicle accessibility | | |
| | Good | <input type="checkbox"/> (dry) | (wet) <input type="checkbox"/> |
| | Fair | <input type="checkbox"/> (dry) | (wet) <input type="checkbox"/> |
| | Poor | <input type="checkbox"/> (dry) | (wet) <input type="checkbox"/> |
| | Four-wheel drive required | <input type="checkbox"/> (dry) | (wet) <input type="checkbox"/> |

5-0. FACILITIES AVAILABLE

- | | | | |
|------|-------------------------|--------------------------------|-------------------------------|
| 5-1. | Camping site / depot | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| 5-2. | Water supply | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| 5-3. | Power supply | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| 5-4. | Ablution facilities | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |
| 5-5. | Housing / accommodation | <input type="checkbox"/> (yes) | (no) <input type="checkbox"/> |

6-0. INSTRUCTIONS TO TENDERERS

Tenderers are requested to complete those of the following list of documents as are indicated in the tick-boxes hereunder.

- | | | |
|-------|--|--------------------------|
| 6-1. | <u>Section 3</u> (all subsections) of Document 3 (Part 3) | <input type="checkbox"/> |
| 6-2. | <u>Section 4</u> (subsection 2-0, Schedule) of Document 3 (Part 3) | <input type="checkbox"/> |
| 6-3. | <u>Form ST8</u> (Tender) in Section 5 of Document 3 (Part 3) | <input type="checkbox"/> |
| 6-4. | <u>Form ST10</u> (Equipment Questionnaire) in Section 5 of Document 3 (Part 3) | <input type="checkbox"/> |
| 6-5. | <u>Form ST11</u> (Preference Certificate) in Section 5 of Document 3 (Part 3) | <input type="checkbox"/> |
| 6-6. | <u>Form ST11.1</u> in Section 5 of Document 3 (Part 3) | <input type="checkbox"/> |
| 6-7. | <u>Form ST12</u> (Declaration of Interest) in Section 5 of Document 3 (Part 3) | <input type="checkbox"/> |
| 6-8. | <u>Deed of Suretyship</u> in Section 5 of Document 3 (Part 3) | <input type="checkbox"/> |
| 6-9. | <u>Certificate of Tenderer's Visit to Site</u> in Section 5 of Document 3 (Part 3) | <input type="checkbox"/> |
| 6-10. | <u>Form of Tender</u> in Section 5 of Document 3 (Part 3) | <input type="checkbox"/> |
| 6-11. | <u>Appendix to Tender</u> in Section 5 of Document 3 (Part 3) | <input type="checkbox"/> |
| 6-12. | <u>Memorandum of Agreement</u> in Section 5 of Document 3 (Part 3) | <input type="checkbox"/> |

SECTION 2. Conditions of Tender / Contract

1-0. GENERAL CONDITIONS

Except insofar as given below, the Standard General Conditions of Contract (Sixth Edition, 1990) as agreed to by the South African Institution of Civil Engineers, the South African Association of Consulting Engineers and the South African Federation of Civil Engineering Contractors, will apply. A copy of these Standard General Conditions of Contract may be obtained from any one of the following:

The South African Association of Civil Engineers
Kelvin House, 75 Marshall Street, JOHANNESBURG

The South African Association of Consulting Engineers
Kelvin House, 75 Marshall Street, JOHANNESBURG

The South African Federation of Civil Engineering Contractors
801 Bedford Centre, Kirby Road, BEDFORDVIEW

The General Conditions and Procedures (ST36), as published in the State Tender Bulletin 1421mon 17 May 1991 and amendments to same which may be obtained from the Government Printing Works Pretoria and Cape Town, shall be regarded as an integral part of the contract documents and shall apply except insofar as they are in conflict with the Conditions of Tender / Contract as contained in this section (Section 2) of this document.

2-0. SPECIAL CONDITIONS

2-1. Definitions

The "Employer" shall be the Implementing Authority as indicated in item 1-6 of subsection 1-0 (Particulars of Enquiry) of Section 1 in Document 3 (Part 3), acting through its duly appointed representatives.

The "Hydrogeological Consultant" shall be the party identified as the "Consultant" in subsection 1-0 (Articles of Agreement) of Section 3 in Document 1 (Part 3), acting through its duly appointed representatives, or any other Hydrogeological Consultant appointed from time to time by the Employer for the purpose of the Contract in place of the designated Consultant.

The "Contractor" shall be the firm that has been awarded this Contract.

2-2. Clause Headings

Clause headings in these documents shall not be deemed part thereof nor considered in the interpretation of the clause.

2-3. Acceptance of Tender

The tender shall be deemed to have been accepted by the Employer upon receipt by the successful Tenderer of the Letter of Acceptance from the Employer. The signing of the Memorandum of Agreement shall be proceeded with after the requirements of Clauses 2-4 and 2-5 have been complied with to the satisfaction of the Employer. The Memorandum of Agreement is bound within this document but **shall not** be completed at tender stage.

2-4. Surety Bond

The successful Tenderer shall provide, to the Employer's satisfaction, within 14 days of the date of receipt by him of the Letter of Acceptance, a Surety or Sureties to the value of the amount stipulated in the Appendix to the Form of Tender. A Tenderer or a private person or persons is not acceptable. A copy of the Deed of Suretyship is bound within this document, but **shall not** be completed at tender stage.

2-5. Insurance Policies

The successful Tenderer shall produce, to the Employer's satisfaction, within 14 days of the date of receipt by him of the Letter of Acceptance, Insurance Policies and receipts for the current premiums as are required by the General Conditions of Contract.

2-6. Failure to comply with Clauses 2-4 and 2-5 within the time limits

Failure of the successful Tenderer to comply with Clauses 2-4 and 2-5 within the time limit may result in further conditions of contract being imposed by the Employer such as to restrict price increases or the length of the period for the time for completion.

2-7. Order to Commence Work

The order to commence work will be issued by the Employer when the requirements of Clauses 2-4 and 2-5 have been met.

2-8. Failure to take up Contract

The tender is to be accompanied by a Bank Certified Cheque for FIVE HUNDRED RAND (R500.00) which is to be valid for a period of three months from the closing date for receipt of Tenders, which sum shall be forfeited to the Employer as part settlement of damages if the Tenderer retracts his tender after submission or if the Contractor fails to take up the Contract when called upon to do so.

2-9. Inspection of Equipment

The Tenderer shall submit details of the equipment that shall be used for the Contract. The Employer reserves the right to inspect such equipment prior to awarding the Contract.

2-10. Variations

No statement in the Project Specifications to the effect that work is to be according to levels or dimensions shown on the drawings shall be deemed to limit the powers of the Employer to order variations, alterations or additions in terms of Clause 51 of the General Conditions of Contract. The Contractor's unit price shall be deemed applicable throughout the Contract. Any variations from the rates as set out in the Schedule of Rates will be paid for at the unit rate tendered.

2-11. Payment and Retention

The works shall be paid for in full upon completion of the works to the satisfaction of the Employer.

2-12. Variation of Price

This is a fixed price contract and any variation of rates shall be entertained only in terms of subsection 4-7 (Variation Orders) of Section 3 in Document 1 (Part 3).

2-13. Penalties

It is a condition of this Contract that if the Contractor fails to complete and hand over the works on or before the day fixed for completion, then for each and every day which shall elapse between such day and time when such work is actually completed and handed over, the Contractor shall pay to the Employer by way of a penalty the sum of R1000.00 (One Thousand Rand). The Employer may, without prejudice to any other method of recovery, deduct such sum from any monies due or which may become due to the Contractor.

In the event of the Contract being extended the Contractor shall be permitted to extend the time of completion by an amount proportional to the additional value of works. An additional extension of time will be permitted only if materials necessary for the works are subject to excessive delivery delays.

2-14. Supply of Materials

Preference must be given to South African manufactured materials.

2-15. Value Added Tax

Value added tax at a rate of 14% was introduced with effect from 7 April 1993. The Tenderers are to note that the tendered rates are to exclude VAT.

2-16. Basis of Tender Adjudication

As stated in subsection 2-11, Section 2 of this document, this contract will be executed on a "Bill of Rates" basis and not a "Bill of Quantities" basis. It is further mentioned in subsection 3-1, Section 2 of this document, that no guarantee can be given regarding the expenditure of this contract.

The reason for the possible variation in expenditure is that at the tender stage a number of unknown factors prevailed regarding various quantities and materials related to the drilling of new boreholes and rehabilitation of existing boreholes. This is mainly due to the fact that hydrogeological field investigations in the communities have not commenced, as well as the drilling and/or rehabilitation of boreholes, at the tender stage.

To assist the prospective Tenderers in determining their rates to be tendered, typical quantities for the test pumping of 10 boreholes using a positive displacement pump are provided in the table overleaf (page 2-9). The quantities to be used for adjudication of the tenders received will be made available to interested Tenderers at the site briefing meeting. These "adjudication quantities" will also be submitted to the Employer as well as to the State Tender Board prior to the date of the site briefing meeting

2-17. Important Conditions: Miscellaneous Requirements (ST6)

Important conditions and miscellaneous requirements by the State Tender Board are contained as Form ST6 of which a copy is contained in this document as page 3-10 hereafter.

Item No. (As per Schedule of Rates, Section 4 of this document)	Unit	Quantity
1-1-1	sum	1
1-1-2	sum	1
1-1-3	sum	1
1-2	sum	1
1-3	sum	9
1-4-1	sum	3
1-4-2	km	150
1-5	sum	1
2-1-1	sum	10
2-4	sum	5
2-5	hr	7
2-6	hr	40
2-7	hr	432
2-8	hr	479
2-9	sum	10
3-1-1	m	150
3-1-3	m	150
3-2-1	m	50
3-2-3	no	50
3-3-1	m	100
3-3-3	m	100
3-4-1	sum	2
3-4-2	sum	2
4-0	no	10
5-0	hr	72

IMPORTANT CONDITIONS: MISCELLANEOUS REQUIREMENTS

1. The tender forms are drawn up so that certain essential information is to be furnished in a specific manner. Any additional particulars shall be furnished in the enclosed questionnaire or in a separate annexure.
2. The tender forms should not be retyped or redrafted but photocopies may be prepared and used. Additional offers may be made for any item but only on a photocopy of the page in question or on other forms obtainable from the Chief Director: Office of the State Tender Board, Private Bag X49, PRETORIA, 0001. Additional offers made in any other manner may be disregarded.
3. Should tender forms not be filled in by means of mechanical devices, for example typewriters, ink, preferably black, must be used to fill in tenders.
4. Tenderers shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated.
5. The forms ST 10 and ST 11, if attached, shall be completed and submitted with the tender.
6. A separate ST 10 form shall be completed in respect of each item. Additional copies, if required, are obtainable from the Office of the State Tender Board.
7. In terms of paragraph 17 of the General Conditions and Procedures (ST 36) firm tender prices and delivery periods are preferred. Consequently tenderers shall clearly state whether prices and delivery periods will remain firm for the duration of the contract or not.
8. If non-firm prices are tendered, paragraphs 52.1 to 52.4 of the General Conditions and Procedures (ST 36) shall apply.
9. Where items are specified in detail, the specifications form an integral part of the tender document and tenderers shall indicate in the space provided whether the items offered are to specification or not.
10. In respect of the paragraphs where the items offered are strictly to specification, tenderers shall insert the words "as specified".
11. In cases where the items are not to specification, the deviations from the specifications shall be indicated.
12. The tender prices shall be given in the units shown.
13. With the exception of basic prices, where required, all prices shall be quoted in South African currency.
14. Delivery basis:
 - (a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of tender, shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the tenderer's centre, or carriage paid consignee's station if the goods are required elsewhere.
 - (b) Notwithstanding the provisions of paragraph 14(a), tender prices for supplies in respect of which installation/erection/assembly is a requirement, shall include ALL costs on a basis of delivered on site as specified.
15. Unless specifically provided for in the tender document, no tenders transmitted by telegram, telex, facsimile or similar apparatus shall be considered.
16. These conditions form part of the tender and failure to comply therewith may invalidate a tender.
17. Tenderers are requested to promote local content optimally. In terms of paragraphs 25 to 25.2 of the General Conditions and Procedures (ST 36) tenderers who use locally manufactured components, products, equipment and systems, including electronic components and systems, may claim preferences as set out in the preference certificate, form ST 11. A list of products and names of local manufacturers of such components, products, equipment and systems are available from the Office of the State Tender Board on request.

3-0. PROJECT SPECIFICATIONS

3-1 Purpose and Scope

The Tender is for the test pumping of community water supply boreholes and all Works associated therewith in accordance with:

- (a) the Information Provided to Tenderer as per Section 1 of Document 3 (Tender Enquiry for Test Pumping Services) in Part 3 of this document,
- (b) all relevant and applicable criteria set out in Part 1 of this document,
- (c) any other relevant and applicable specifications set out elsewhere in the MINIMUM STANDARDS AND GUIDELINES DOCUMENT and
- (d) any further details/instructions as may be ordered by the Client or the Hydrogeological Consultant.

Copies of the MINIMUM STANDARDS AND GUIDELINES DOCUMENT will be available to interested Tenderers at the site briefing meeting.

3-2. Approach and Responsibility

The criteria and discussion set out in subsections 4-4-2, 4-4-4, 4-4-5, 4-4-6 and 4-4-7 of Section 4-4 (Part 1) of the MINIMUM STANDARDS AND GUIDELINES DOCUMENT shall apply to this Tender and Contract as well as any other written instructions, requests or considerations which will be provided together with this document at the time of going to Tender.

3-3. Test Pumping Equipment and Materials

The successful Tenderer shall provide all labour, transport, plant, tools, materials and appurtenances, and shall perform all work necessary to satisfactorily complete the Works. The relevant requirements set out in subsections 4-4-3 of Section 4-4 (Part 1) of the MINIMUM STANDARDS AND GUIDELINES DOCUMENT shall also apply to this Tender and Contract.

The Tenderer shall furnish all the particulars requested in subsection 5-0 of Section 3, Document 3 in Part 3 of this criteria document. Its capacity shall be sufficient to cope with the work as specified for the project. It shall be kept at all times in full working order and good repair.

The Hydrogeological Consultant will have the right to inspect the equipment to be used prior to the commencement of the Works. If the Hydrogeological Consultant considers that the plant in use on the site of the Works is in any way inefficient or inadequate in capacity, he shall have the right to call upon the Contractor to put such equipment in order within seven days or, alternatively, to remove such plant and replace it with other plant or equipment which he considers necessary to meet the requirements of the Contract.

In the event that this requirement is not satisfied, the Hydrogeological Consultant reserves the right to advise the Client to terminate the Contract immediately. Equipment brought onto the site may not be removed therefrom without the written permission of the Hydrogeological Consultant. It will be the responsibility of the Contractor to arrive on site with all equipment and materials required to complete the work without interruption.

Where existing equipped boreholes are to be tested, the Contractor must provide suitable plant to enable the installed pumping equipment to be removed and reinstalled. This includes the removal and reinstallation of handpumps, wind pumps and motorised pumps and may also include the recovery of existing pumping equipment that was previously dropped into a borehole.

3-4. Test Pumping Techniques

The criteria and discussion set out in subsection 4-4-1 of Section 4-4 (Part 1) of the MINIMUM STANDARDS AND GUIDELINES DOCUMENT shall apply to this Tender and Contract as well as any other written instructions, requests or considerations which will be provided together with this document at the time of going to Tender.

3-5. Workmanship and Performance

The criteria and discussion set out in subsection 4-4-2 of Section 4-4 (Part 1) of the MINIMUM STANDARDS AND GUIDELINES DOCUMENT shall apply to this Tender and Contract as well as any other written instructions, requests or considerations which will be provided together with this document at the time of going to Tender.

3-6. Data Recording and Reporting

This shall be accomplished in the manner and according to the criteria set out in subsection 4-4-8 of Section 4-4 (Part 1) of the MINIMUM STANDARDS AND GUIDELINES DOCUMENT.

3-7 Aborted Tests and Breakdowns

This shall be approached and dealt with in the manner and according to the criteria set out in subsection 4-4-10 of Section 4-4 (Part 1) of the MINIMUM STANDARDS AND GUIDELINES DOCUMENT.

3-8. Groundwater Sampling

This shall be approached and dealt with in the manner and according to the criteria set out in subsection 4-4-9 of Section 4-4 (Part 1) of the MINIMUM STANDARDS AND GUIDELINES DOCUMENT.

3-9. Safety Standards

The Contractor will operate strictly in accordance with the Occupational Health and Safety Act (Act 85 of 1993) and it is expected of him to: (1) ensure the safe operation and safety of all people on site and to strive for a proper and clean site and (2) register himself and subcontractors in terms of the Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993) and to issue a copy thereof to the Employer. The Employer, his employees or any of his agents do not accept any responsibility and/or liability of any kind in terms of the clauses and/or prescriptions of the Occupational Health and Safety Act for the Works or any part thereof.

The Contractor is fully responsible and/or laible for any act and/or action of his employees and/or equipment that operate or that are used on site. Further, the Contractor must appoint in writing a capable person who complies with the Occupational Health and Safety Act (General Safety Regulation 11.1) to act as a capable person, and a copy of such appointment must be provided to the Employer. The appointed capable person has to accept the appointment in writing and this has to be clearly indicated in his letter of appointment.

3-10. Measurement and Payment

The Contractor appointed under this Contract is considered to be an expert in his field and is expected to organise and carry out the required in an expert manner. Problems encountered during testing will be overcome entirely within the framework of this Specification and the Schedule of Rates, and no claims for extra payments will be entertained for problems foreshadowed in the Specification or due to limitations imposed by this Specification.

The measurement of and payment for all materials and work provided by the Contractor in the course of the project will be according to the criteria as set out and are applicable in respect of such as are variously discussed in Section 4-4 (Part 1) of the MINIMUM STANDARDS AND GUIDELINES DOCUMENT and the following.

3-10-1. Standing Time

This will cover periods when the test pumping rig and crew or, if more than one rig and crew are fielded, when all rigs and crews are idle waiting for decisions by the Consultant where those decisions or whose presence is required before the commencement or continuation of the work. Under no circumstances will standing time be payable for any delays other than those incurred by the Hydrogeological Consultant's decisions. No standing time will be payable due to inclement weather or prevention of access to a site by the Contractor or Hydrogeological Consultant due to inclement weather.

3-10-2. Interhole Moves

Payment for interhole moves up to a distance of ten kilometres shall be made at the unit rate tendered for in the Schedule of Rates. Interhole moves in excess of ten kilometres shall be remunerated for the first ten kilometres at the tendered unit rate and, for each full kilometre thereafter, at the rate per kilometre tendered in the Schedule of Rates.

3-10-3. Removal of Existing Pumping Equipment

This rate shall cover the removal of existing pumping equipment in a borehole to be tested. Payment for removal up to an installed depth of 50 m shall be made at the unit rate tendered for in the Schedule of Rates. Installed depths in excess of 50 m shall be remunerated for the first 50 m at the tendered unit rate and, for each full metre thereafter, at the rate per metre tendered in the Schedule of Rates.

3-10-4. Re-installation of Existing Pumping Equipment

This rate shall cover the re-installation of existing pumping equipment in a borehole following test pumping of the borehole. Payment for installation up to a depth of 50 m shall be made at the unit rate tendered for in the Schedule of Rates. Re-installation depths in excess of 50 m shall be remunerated for the first 50 m at the tendered unit rate and, for each full metre thereafter, at the rate per metre tendered in the Schedule of Rates.

The existing pumping equipment shall be restored to its working condition before removal unless the Contractor is instructed otherwise by the Hydrogeological Consultant.

SECTION 3. Information Submitted by Tenderer

1-0. PARTICULARS OF TENDERER

- 1-1. Name of Tenderer
- 1-2. Address of Tenderer
- 1-3. Authorised signatory Position held
- 1-4. Is Tenderer a member of the Borehole Water Assoc. (yes) (no)
 Membership no.
- 1-5. Does Tenderer have an office in the Province (yes) (no)
 City / town
- Address
- Contact person
- Telephone Fax
- e-Mail

2-0. ALTERATIONS BY TENDERER

Should the Tenderer wish to make any departures from or modifications to any part of this document or wish to qualify the Tender in any way, these shall be clearly set out hereunder or alternatively stated in a covering letter attached to this Tender.

- 2-1. Section: Subsection: Page:
 Alteration:
- 2-2. Section: Subsection: Page:
 Alteration:
- 2-3. Section: Subsection: Page:
 Alteration:

3-0. STATEMENT OF RECENT SIMILAR WORKS COMPLETED

- 3-1. Client organisation:
- Reference organisation:
- Telephone number:
- Value of work: Year completed
- Nature of work:

- 3-2. Client organisation:
- Reference organisation:
- Telephone number:
- Value of work: Year completed
- Nature of work:

- 3-3. Client organisation:
- Reference organisation:
- Telephone number:
- Value of work: Year completed
- Nature of work:

4-0. STATEMENT OF SUPERVISORY PERSONNEL TO BE DEPLOYED

- 4-1. Project representative
 - Name:
 - Current position held:
 - Length of current employment (years):
 - Previous relevant experience:
 - Project name:
 - Value of work: Year completed
 - Position held on project:

- 4-2. Testing foreman
 - Name:
 - Current position held:
 - Length of current employment (years):
 - Previous relevant experience:
 - Project name:
 - Value of work: Year completed
 - Position held on project:

5-0. STATEMENT OF PLANT AND EQUIPMENT TO BE DEPLOYED

5-1. Testing unit 1

Make and model of engine

Age (years) Years with company

Condition (excellent) (good) (fair)

Make and model of pump

Age (years) Years with company

Condition (excellent) (good) (fair)

Discharge range (ℓ/s) to

Pump outlet diameter (mm)

Rising main diameter (mm)

5-2. Testing unit 2

Make and model of engine

Age (years) Years with company

Condition (excellent) (good) (fair)

Make and model of pump

Age (years) Years with company

Condition (excellent) (good) (fair)

Discharge range (ℓ/s) to

Pump outlet diameter (mm)

Rising main diameter (mm)

5-3. Ancillary plant and equipment

Vehicles

.....

.....

.....

.....

Water level measuring devices

a. Type

Number

Depth limit (m)

b. Type

Number

Depth limit (m)

- 5-3. contd.
- c. Type
- Number
- Depth limit (m)
- Discharge measuring devices
- a. Type
- Number
- Measurement limit (l/s)
- b. Type
- Number
- Measurement limit (l/s)
- c. Type
- Number
- Measurement limit (l/s)

SECTION 4. Schedule of Rates

1.0. PREAMBLE

- 1-1. The Schedule of Rates (SoR) forms an integral part of this enquiry and shall be read in conjunction with: (1) subsection 4-4 of Section 4 of Part 1 and (2) Document 3 of Part 3 of the MINIMUM STANDARDS AND GUIDELINES DOCUMENT.
- 1-2. The following words in the SoR have the meanings hereby assigned to them.
- | | | |
|----------|---|--|
| Unit | : | The metric unit of measurement for each item of work as defined in the guidelines. |
| Quantity | : | The number of units of work for each item. |
| Rate | : | The rate per unit tendered for an item. |
| Amount | : | The product of the quantity and the rate tendered for an item. |
| Sum | : | The amount tendered for an item of which the extent is described in the SoR, the Specifications or elsewhere in the MINIMUM STANDARDS AND GUIDELINES DOCUMENT. |
- 1-3. The short description of the items in the SoR are for identification purposes only, the work covered by the items being fully described in subsection 4-4 of Section 4 (Part 1) of the MINIMUM STANDARDS AND GUIDELINES DOCUMENT and/or in Section 2 of this document.
- 1-4. Unless stated otherwise, items are measured nett and Tenderers must allow for waste in their tendered rates.
- 1-5. All rates and sums of money quoted in the SoR shall be in Rands and whole Cents. Fractions of a cent shall be discounted.
- 1-6. No quantities are set out in the SoR. The quantities of work accepted and certified for payment shall be used for determining payments to Appointees.
- 1-7. Except where Provisional Sums have been indicated, Tenderers shall enter an applicable rate in the Rate Column of the SoR for each scheduled item. Appointees will not be paid for items against which no rate has been entered on the presumption that they do not wish to receive payment for any such work.

Should Tenderers group a number of items and tender one lump sum rate for such group of items, this single lump sum rate shall apply to that group of items and not to each individual item. Should Tenderers indicate against any item that compensation for such item is included in another item, the rate for the item included in another shall be deemed nil.

Tenders may be rejected if any rates in the SoR are, in the opinion of the Implementing Authority, deemed unreasonable or out of proportion.

- 1-8. Tenderers are at liberty to insert a rate of their own choosing for each item in the SoR and in this regard their attention is drawn to the fact that Appointees have the right, under various circumstances, to payment for additional works carried out and that the Executive Agency is obliged to base its assessment of the rates to be paid for such additional work on the rates inserted in the SoR by the Appointee(s).
- 1-9. Payment based on the rates tendered in the SoR shall cover all the services and incidentals included in the works covered by the Appointment and shall be made in accordance with the Conditions of Tender (Section 2, Document 3, Part 3).
- 1-10. The Contract Price for the completed Contract shall be computed from the actual quantities of authorised work done as certified by the Executive Agency valued at rates tendered against the respective items in the SoR and shall include such authorised provisional sums and items of extra work as become payable in terms of the Contract.
- 1-11. Where Appointees are required to furnish detailed drawings and designs or other information in terms of the Contract Documents, all costs thereof shall be deemed to have been provided for and included in the unit rates and amount tendered for the items in the SoR and separate additional payments will not be made.
- 1-12. Tenderers must price each item in the SoR in BLACK INK.
- 1-13. The individual rates tendered for all work to be done or material to be supplied shall not be adjusted if the actual contract price for the completed Contract is different from the approximate expected value of the works, but shall remain fixed for the period of the Contract.
- 1-14. The abbreviations used in the SoR are defined as follows:

mm	=	millimetre	m	=	metre
km	=	kilometre	m ²	=	square metre
ha	=	hectare	m ³	=	cubic metre
m ³ /km	=	cubic metre per km	ℓ	=	litre
kℓ	=	kilolitre	kg	=	kilogram
t	=	ton (1000 kg)	No	=	number
%	=	percent	kW	=	kilowatt
PC sum	=	prime cost sum	P sum	=	provisional sum
kPa	=	kiloPascal	R/only	=	Rate only
W/day	=	Work day			

2-0. SCHEDULE

ITEM No.	DOCUMENT REF. (P = PART) (D = DOCUMENT) (S = SECTION)	DESCRIPTION	UNIT	RATE
1-0		ESTABLISHMENT, PLANT SET-UP, INTERHOLE MOVES and DE-ESTABLISHMENT		
1-1		Establishment of Own Facilities on Site		
1-1-1		Living quarters, offices, workshops, etc.	sum	
1-1-2		Ablution and latrine facilities	sum	
1-1-3		Water supply, electricity, communications	sum	
1-2		Mobilization and Set-up of Plant to/at at First Borehole	sum	
1-3		Set-up of Plant and Equipment per Borehole (after first)	no	
1-4	3-10-2 (P3, D3)	Interhole moves		
1-4-1		For distances up to 10 km	no	
1-4-2		For distances exceeding 10 km	km	
1-5		De-establishment from Site	sum	
1-6		Monthly rental on in-field radio communication for "Employer" per unit installed	no	
2-0	4-4-2 (P1, S4)	TEST PUMPING		
2-1	4-4-5 (P1, S4)	Installation of Test Pump (up to 50 m depth)		
2-1-1		For yield up to 10 ℓ/s	no	
2-1-2		For yield greater than 10 ℓ/s	no	
2-2	4-4-5 (P1, S4)	Installation of Test Pump (extra-over 50 m)		
2-2-1		For yield up to 10 ℓ/s	m	
2-2-2		For yield greater than 10 ℓ/s	m	
2-3	4-4-3.b and	Laying out of Discharge Hose		
2-3-1	4-4-6	Minimum distance of 50 m	no	
2-3-2	(P1, S4)	50 m to 100 m (extra-over 50 m)	m	
2-3-3		100 m to 300 m (extra-over 100 m)	m	
2-3-4		Further than 300 m (extra-over 100 m)	m	
2-4	4-4-1.a (P1, S4)	Slug test	no	
2-5	4-4-1.b (P1, S4)	Calibration test	hr	
2-6	4-4-1.c (P1, S4)	Stepped discharge test	hr	
2-7	4-4-1.d (P1, S4)	Constant discharge test		
		For yield up to 10 ℓ/s	hr	
		For yield greater than 10 ℓ/s	hr	

ITEM No.	DOCUMENT REF. (P = PART) (D = DOCUMENT) (S = SECTION)	DESCRIPTION	UNIT	RATE
2-8	4-4-1.e (P1, S4)	Recovery monitoring	hr	_____
2-9	4-3-6.p (P1, S4)	Borehole disinfection (complete per borehole)	no	_____
3-0	3-10-3 & -4	EQUIPMENT REMOVAL and RE-INSTALLATION		
3-1	(P3, D3)	Handpump installations		
3-1-1		Removal for first 50 m depth	no	_____
3-1-2		Removal from depths extra-over 50 m	m	_____
3-1-3		Re-installation to 50 m depth	no	_____
3-1-4		Re-install to depths extra-over 50 m	m	_____
3-2		Windpump installations		
3-2-1		Removal for first 50 m depth	no	_____
3-2-2		Removal from depths extra-over 50 m	m	_____
3-2-3		Re-installation to 50 m depth	no	_____
3-2-4		Re-install to depths extra-over 50 m	m	_____
3-3		Motorised installations (electric or diesel)		
3-3-1		Removal for first 50 m depth	no	_____
3-3-2		Removal from depths extra-over 50 m	m	_____
3-3-3		Re-installation to 50 m depth	no	_____
3-3-4		Re-install to depths extra-over 50 m	m	_____
3-4		Borehead superstructure		
3-4-1		Dismantling of superstructure	no	_____
3-4-2		Re-assembly of superstructure	no	_____
3-5		Minor repairs to existing equipment		
3-5-1		Materials		as per Invoice
3-5-2		Labour	hr	_____
3-5-3		Mark-up on materials	%	_____
3-5-4		Travelling/transport costs	km	_____
4-0	4-4-8 (P1, S4)	DATA RECORDING AND REPORTING (per borehole)	no	_____
5-0	4-4-8 (P1, S4)	WATER LEVEL MONITORING PER OBSERVATION BOREHOLE	hr	_____
6-0	4-4-9 (P1, S4)	CHEMICAL ANALYSIS (macro-elements only)	no	_____
7-0	3-10-1 (P3, D3)	STANDING TIME RATE	hr	_____
8-0	3-13-4 (P3, D2)	CASUAL (DAY) LABOUR SOURCED LOCALLY	day	_____

SECTION 5. Additional Tender / Contract Documentation

5-1. FORM ST8	p. 3-25
5-2. FORM ST10	p. 3-27
5-3-1. FORM ST11	p. 3-29
5-3-2. FORM ST11.1	p. 3-33
5-4. FORM ST12	p. 3-39
5-5. DEED OF SURETYSHIP	p. 3-41
5-6. CERTIFICATE OF TENDERER'S VISIT TO SITE	p. 3-43
5-7. FORM OF TENDER	p. 3-45
5-8. APPENDIX TO TENDER	p. 3-47
5-9. MEMORANDUM OF AGREEMENT	p. 3-49

T E N D E R

1. I/We hereby tender to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Government of the Republic of South Africa on the terms and conditions and in accordance with the specifications stipulated in the tender documents (and which shall be taken as part of, and incorporated into, this tender) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/We agree that -
 - (a) the offer herein shall remain binding upon me/us and open for acceptance by the State Tender Board during the validity period indicated and calculated from the closing time of the tender;
 - (b) this tender and its acceptance shall be subject to the terms and conditions contained in the General Conditions and Procedures (ST 36) and Preference Certificate (ST 11) with which I am/we are fully acquainted;
 - (c) if I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the State may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the State and I/we will then pay to the State any additional expense incurred by the State having either to accept any less favourable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation of fresh tenders and by the subsequent acceptance of any less favourable tender; the State shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the State may sustain by reason of my/our default;
 - (d) if my/our tender is accepted the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic at (full address of this place)
3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
4. I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.
5. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.
6. I/We declare that I/we have participation*/no participation* in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state names(s) of tenderer(s) involved

*Delete whichever is not applicable.

7. Are you duly authorised to sign the tender? * YES / NO
8. Has the Declaration of Interest (ST 12) been duly completed and included with the other tender forms? * YES / NO

SIGNATURE(S) OF TENDERER OR ASSIGNEE(S) :	.....
DATE :	.....

Capacity and particulars of the authority under which this tender is signed:

Name of tenderer)

Postal address) (In block letters)

)

Telephone No.(s) (Tol free if applicable):

Facsimile No.:

Tender No.:

Name of contact person (In block letters):

SEE REVERSE FOR IMPORTANT CONDITIONS

NB: Each tender must be submitted in a separate, sealed envelope on which the NAME AND ADDRESS OF THE TENDERER, THE TENDER NUMBER AND THE CLOSING DATE must be clearly endorsed. The tender must be addressed and posted to the DIRECTOR GENERAL : DEPARTMENT OF WATER AFFAIRS AND FORESTRY, PRIVATE BAG X313, PRETORIA, 0001, so as to reach the destination not later than the closing time or deposited in the tender box in the FOYER, RESIDENSIE BUILDING, 185 SCHOEMAN STREET, PRETORIA before the closing time.

IMPORTANT CONDITIONS

- 1 Failure on the part of the tenderer to sign this tender form (ST 8) and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the tender.
- 2 Tenders should be submitted on the official forms and should not be qualified by the tenderer's own conditions of tender. Failure to comply with these requirements or to renounce specifically the tenderer's own conditions of tender, when called upon to do so, may invalidate the tender.
- 3 If any of the conditions on this tender form (ST 8) are in conflict with any special conditions, stipulations or provisions incorporated in the tender, such special conditions, stipulations or provisions shall apply.
- 4 This tender is subject to the State Tender Board regulations made in terms of section 13(1) of the State Tender Board Act, 1968 (Act 86 of 1968), and the General Conditions and Procedures (ST 36) as published in State Tender Bulletin 1421 dated 17 May 1991 and subsequent amendments thereto and re-issues thereof. Copies of the regulations and conditions are obtainable from the Office of the State Tender Board.

7/96

ST 8

If the information required i.r.o. each item cannot be inserted in the space provided, additional information may be provided on a separate sheet of paper with a suitable reference to the questionnaire number concerned.

QUESTIONNAIRE

REPLIES

- | | |
|--|---|
| 1. What is the tender number? | ..... |
| 2. What is/are the item number(s)? | ..... |
| 3. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act No. 89 of 1991)? | *YES / NO |
| 3.1 If so, state your VAT registration number | <div style="border: 1px solid black; width: 100%; height: 15px;"></div> |
| 4.1 Are the prices quoted firm for the full period of contract? (i.e. no adjustments as per paragraphs 52 to 52.4 of ST 36). | *YES / NO |
| 4.2 If the tender prices are not firm for the full period, provide details against the appropriate category(ies) below: | |
| 4.2.1 Non-firm prices, i.e. prices linked to other proven adjustments (paragraphs 52.1 to 52.4 of ST 36). | ..... |
| 4.2.2 Prices linked to fixed period adjustments. | ..... |
| 4.2.3 Prices linked to escalation formula adjustments (paragraph 52.3 of ST 36) | ..... |
| <p>Note that for the purpose of price comparisons, the actual price which the State will have to pay over the contract period will be assessed in all the category 4.2 cases. (See paragraph 24.7 of ST 36).</p> | |
| 5. Is the delivery period stated in the tender firm? (See paragraph 17 of ST 36). | ..... |
| 6. Is the equipment guaranteed as required in terms of paragraph 40.1 to 40.3 of ST 36? | ..... |
| 6.1 If a specific guarantee is required in the tender specification, is the supply/services so guaranteed? | ..... |
| 7. Are you the accredited representative in the Republic of South Africa of the manufacturer of the equipment offered by you? | ..... |
| 8. What is the address in the Republic of South Africa where a machine/equipment of the type offered by you may be inspected preferably under working conditions? | ..... ..... |
..... |
| 9. What is the approximate value of spares carried in stock in the Republic of South Africa for this particular make and model of machine? | R |
| 9.1 Where are these spares held in stock? | ..... |
| 10. What facilities exist for servicing the machine/equipment offered. | ..... |
| 10.1 Where are these facilities available? | ..... |
| 11. What are the names and addresses of the factories where the supplies will be manufactured and may be inspected, if required? | ..... ..... |
..... |
| 12. Is a special import permit required? If not, indicate your import permit number? | ..... |
| 13. The undermentioned information must be furnished where the tender price may be affected by the fluctuation in the rate of exchange (See paragraphs 53.1 to 53.3 of ST 36) | ..... |
| 13.1 State in respect of each item the amount in foreign currency which will be remitted abroad? | ..... |
| 13.2 State the rate(s) of exchange applied in the conversion of this amount to South African currency | ..... |

Delete whichever is not applicable

STATE TENDER BOARD

TENDER NO.
(to be inserted by tenderer)

PREFERENCE CERTIFICATE

NB: BEFORE COMPLETING THIS CERTIFICATE, TENDERERS MUST CAREFULLY STUDY THE GENERAL CONDITIONS AND DEFINITIONS AS WELL AS THE DEFINITIONS AND DIRECTIVES APPLICABLE TO EACH PART.

GENERAL CONDITIONS:

1. The preference certificate shall be filled in only in those cases where preference is claimed for supplies which will be manufactured (fabricated, processed or assembled) in the Republic of South Africa. In cases where production has not yet commenced at time of tender closure, evidence shall be produced that at the time of tender the tenderer was irrevocably committed to production of the product.
2. Failure on the part of a tenderer to fill in and/or to sign the certificate may be interpreted to mean that price preference is not claimed.
3. The State Tender Board reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, that he should substantiate any claim in regard to preference, in any manner required by the Board.
4. In respect of items where supply, delivery and installation/erection/commissioning, or supply and delivery to site is a condition of tender, preference shall be calculated on material/equipment only and not on any delivery, installation, erection and/or commissioning costs.
5. Each item may qualify for the price preferences applicable to local content (part 1). Tender price preferences for electronics (part 2) and for the South African Bureau of Standards's standardisation mark (part 3) may also be claimed, if applicable.

GENERAL DEFINITIONS:

6. "Local content" means that portion of the tender price which is not included in "imported content", provided that local manufacture does take place.
7. "Imported content" means that portion of the tender price represented by the costs of components, parts or materials which have been or are still to be imported (whether by the tenderer or his suppliers or sub-contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duties, sales duties, or other similar taxes or duties at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies which have been tendered for are manufactured.

2/...

PART 1: PRICE PREFERENCES FOR LOCAL MANUFACTURE (SEE PAGE 3 FOR DECLARATION)

LOCAL CONTENT, IN RELATION TO THE TENDER PRICE, BEING:	PERCENTAGE PREFERENCE ALLOWED:	ITEM NUMBER(S) IN RESPECT OF WHICH PREFERENCE IS CLAIMED:
Not more than 5%	1	.....
More than 5% and up to 10%	2	.....
More than 10% and up to 20%	3	.....
More than 20% and up to 30%	4	.....
More than 30% and up to 40%	5	.....
More than 40% and up to 50%	6	.....
More than 50% and up to 60%	7	.....
More than 60% and up to 70%	8	.....
More than 70% and up to 80%	9	.....
More than 80%	10	.....

PART 2: PRICE PREFERENCES FOR ELECTRONICS (SEE PAGE 3 FOR DECLARATION)

DEFINITION OF ELECTRONICS:

- "Electronics" includes all products, equipment and systems manufactured for the purpose of processing, storing or transferring information by means of electro-magnetic phenomena, but excludes the raw materials from which such items are manufactured.

DIRECTIVES:

- In respect of tenders for products complying with the definition of electronics, price preference may be claimed in part 1 as well as in part 2.1. The total price preference that will be allowed by the State Tender Board shall, however, not exceed 10%.
- The onus is on the tenderer to establish, in respect of each item, whether the relevant products can be classified as electronics, and if so, to claim the appropriate price preference.
- If there is doubt as to the correctness and/or applicability of the price preferences claimed for electronics, the decision of the State Tender Board, based on the advice of the Standing Committee for Electronics, shall be final.
- In regard to price preference claimed for local design, tenderers shall, apart from certification by a professional engineer, submit a full motivation for the price preference claimed in respect of each item.

PART 2.1: LOCAL DESIGN:

Four categories apply, viz:

- LD - a complete local design
- ALD - an adapted local design
- MD - a manufacturing design
- AMD - an adapted manufacturing design.

DEFINITIONS:

(1) LD (Local Design) means that:

- (a) The logical structure (organisation) of the system (hardware and software) is designed in the RSA.
- (b) The circuit/software of those elements of the system directly associated with the main function of the system is designed in the RSA.
- (c) The manufacturing design (MD) is carried out in the RSA. (See definition 3).

(2) ALD (Adapted Local Design) means that:

- (a) The designs as stated in (a) and (b) under LD are not carried out completely in the RSA, but to an extent greater than 70% as certified by a registered professional engineer.
- (b) Manufacturing design (MD) is carried out in the RSA.

(3) MD (Manufacturing Design) means that:

The design of the physical structure, for example re-layout and repackaging of hardware or software, re-coding or assembly/compilation, is carried out in the RSA.

(4) AMD (Adapted Manufacturing Design) means:

The manufacturing design as defined in (3) is not carried out completely in the RSA but to an extent greater than 70% as certified by a registered professional engineer.

CATEGORY	PERCENTAGE PRICE PREFERENCE ALLOWED	ITEM NUMBER(S) IN RESPECT OF WHICH PRICE PREFERENCE IS CLAIMED
LD (Local Design)	5%	.....
ALD (Adapted Local Design)	3,5%	.....
MD (Manufacturing Design)	2,5%	.....
AMD (Adapted Manufacturing Design)	1%	.....

I, the undersigned hereby certify that in respect of the preference(s) claimed, the percentage(s) stated is/are in accordance with the aforesaid definition(s).

.....
SIGNATURE: REGISTERED PROFESSIONAL ENGINEER

MEMBERSHIP NUMBER:

DATE:

PART 3: PREFERENCE FOR SABS STANDARDISATION MARK (SEE DECLARATION BELOW)

- 1. A 2,5% price preference may be claimed only on products bearing the SABS standardisation mark at date of tender.

Item number(s) in respect of which 2,5% preference for the SABS standardisation mark is claimed:

DECLARATION

I/we, the undersigned, name(s)..... authority representing the tenderer certify that the item(s) mentioned in parts 1, 2 and 3 of the foregoing schedule qualifies/qualify for the price preference(s) shown and acknowledge on behalf of the said tenderer that:

- (i) In the event of a contract being awarded as a result of preferences claimed as shown in parts 1, 2 and 3, the contractor may be required to furnish documentary proof to the satisfaction of the State Tender Board that the claims are correct.
- (ii) If the claims are found to be too high, the State Tender Board may, in addition to any other remedy it may have -
 - (a) recover from the contractor all costs, losses or damages incurred or sustained by the State as a result of the award of the contract; and/or
 - (b) cancel the contract and claim any damages which the State may suffer by having to make less favourable arrangements after such cancellation; and/or
 - (c) as provided for in State Tender Board Regulation 3(6), impose on the contractor a penalty not exceeding 5% of the value of the contract.

WITNESSES:

1.

.....
SIGNATURE(S) OF TENDERER

DATE:

ADDRESS:

2.

STATE TENDER BOARDTENDER NO.
(to be inserted by tenderer)PREFERENCE CERTIFICATE FOR CONTRACTS LESS THAN R2,0 MILLION IN VALUE

NB: BEFORE COMPLETING THIS CERTIFICATE, TENDERERS MUST CAREFULLY STUDY THE GENERAL CONDITIONS AND GENERAL DEFINITIONS AS WELL AS THE DEFINITIONS AND DIRECTIVES APPLICABLE TO EQUITY OWNERSHIP BY PREVIOUSLY DISADVANTAGED INDIVIDUALS/WOMEN IN ENTERPRISE.

1. GENERAL CONDITIONS:

- 1.1 The preference point system is applicable to all local manufacturers.
- 1.2 Failure on the part of a tenderer to fill in and/or to sign the certificate may be interpreted to mean that point preference is not claimed.
- 1.3 The State Tender Board reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, that he/she should substantiate any claim in regard to preference, in any manner required by the Board.

2. GENERAL DEFINITIONS:

The defined words and expressions commencing with capital letters, shall have the meanings hereby assigned to them unless such meanings are inconsistent with the context of a particular tender or contract:

- 2.1 **Control:** The possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.2 **Commercially useful Function:** The performance or real and actual work, or the provision of services, in the discharge of any contractual obligation which shall include but not be limited to the performance of a distinct element of work which the business has the skill and expertise to undertake and the responsibility of management and supervision.
- 2.3 **Equity Ownership:** The percentage ownership and control, exercised by individuals within an enterprise determined in accordance with par 3.
- 2.4 **Owned:** Having all the customary incidents of ownership, including the right of disposition and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.5 **Previously Disadvantaged Individuals (PDI):** Individuals who, being South African citizens, are socially and economically disadvantaged by the legacy of the South African political dispensation prior to 28 April 1994. For the purpose of the contract, the rebuttable presumption shall be made that individuals who fall into population groups that had no franchise in national elections prior to the introduction of the 1984 constitution and the tricameral parliamentary system, are Previously Disadvantaged Individuals. It is incumbent on individuals to demonstrate their claims to fall into such population groups on the basis of identification and association with and recognition by the members of such group.

2.6 Woman: A female person who is a South African citizen.

3. Established of PDI/Woman: Equity ownership In an enterprise

3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.

3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, the equity ownership shall be adjusted accordingly.

4. Adjudication Using a Point System

4.1 Responsive tenders will be adjudicated by the State using a system which awards points on the basis of:

- the tendered price
- Equity Ownership

4.2 The tenderer obtaining the highest number of points will usually be awarded the contract.

4.3 The preference point system should be calculated on the comparative price only.

4.4 Points scored will be rounded off to 1 decimal place.

4.5 In the event of equal points scored, the tender will usually be awarded to the tenderer scoring the highest points for equity owned by previously disadvantaged individuals.

5. Points Awarded for Price (Np)

5.1 A maximum of 88 points is allocated to Price on the following basis:

$$Np = 88 \left(1 - \frac{(P - P_m)}{P_m} \right)$$

- where Np = the number of tender adjudication points awarded for price.
Pm = the price of the lowest acceptable tender on a comparative basis.
P = in each case the comparative price of the relevant tender.

6. Points Awarded for the Tendered Contract Participation Goal (Nc)

6.1 A maximum of 12 (twelve) points may be awarded to businesses which are legal entities, registered with the Department of Inland Revenue, are independent and continuing enterprises for profit, which perform Commercially Useful Functions and have been operating as such for at least 6 months prior to the closing date for tenders as set out in 6.2 and 6.3 below subject to the provisions of 6.4.

6.2 Equity Ownership by Previously Disadvantaged Individuals

$$Nep = \frac{10 \times Ep}{100}$$

where Ep is the percentage Equity Ownership of Previously Disadvantaged Individuals within the enterprise, determined in accordance with 3, and Nep is the number of points awarded on that basis.

6.3 Equity Ownership by Women

$$New = \frac{2 \times Ew}{100}$$

where Ew is the percentage Equity Ownership of Women within the enterprise determined in accordance with 3, and New is the number of points awarded on that basis.

6.4 Points will be denied where enterprises are adjudged not to perform Commercially Useful Functions in meeting their contractual obligations or where enterprises subcontract to others more than 25% of the value of the contract at the time of award, exclusive of all VAT and all allowances for contingencies, escalation and provisional sums.

7. Total Tender Adjudication Points

7.1 The total number of tender adjudication points awarded (N), is the sum of:
Np + Nep + New (not to exceed 100).

8. Tender Declaration

8.1 Tenderers who wish to claim points in respect of Equity Ownership must complete the Declaration at the end of form ST 11.1

9. Equity ownership claimed (See Declaration)

- 9.1 PDI Equity Ownership%
- 9.2 Women Equity Ownership%

DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certifies that the item(s) mentioned in part of the foregoing certificate qualifies/quality for the preference(s) shown and acknowledges that:

- (i) The information furnished is true and correct.
- (ii) The Equity Ownership claimed is in accordance with the General Conditions.
- (iii) Not more than 25% of the value of the contract at the time of award, exclusive of VAT and all allowances for contingencies and escalation, will be subcontracted to other parties.

- (iv) In the event of a contract being awarded as a result of preferences claimed as shown in paragraph 9, the contractor may be required to furnish documentary proof to the satisfaction of the State Tender Board that the claims are correct.
- (v) If the claims are found to be too high, the State Tender Board may, in addition to any other remedy it may have -
 - (a) recover from the contractor all costs, losses or damages incurred or sustained by the State as a result of the award of the contract; and/or
 - (b) cancel the contract and claim any damages which the State may suffer by having to make less favourable arrangements after such cancellation; and/or
 - (c) as provided for in State Tender Board Regulation 3(6), impose on the contractor a penalty not exceeding 5% of the value of the contract.

WITNESSES:

- 1.
- 2.

.....
 SIGNATURE(S) OF TENDERER

DATE:

ADDRESS:

.....

.....

ANNEXURE TO ST11.1

DECLARATION AFFIDAVIT

- a) Name of firm :
- b) Postal address :
- c) Physical address: :
- d) Telephone No. :
- e) Fax No. :
- f) Contact person :
- g) Company/enterprise income tax reference number:
- h) VAT registration number :
- i) Company registration number :

1. Type of firm

- Partnership
 - One person business/sole trader
 - Close corporation
 - Company
 - (Pty) Limited
- (Tick one box)

2. Describe principal business activities

3. Company classification

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- (Tick one box)

4. Total number of years the firm has been in business?

5. Street addresses of all facilities used by the firm (e.g. warehouses, storage spaces, offices, etc.)

- 6.1
- 6.2
- 6.3

6. Do you share any facilities? Yes No (Tick one box)

If yes; which facilities are shared?

With whom do you share facilities (name of firm(s)/individual(s))

What are the other firm's principal business activities?

7. Is the firm registered or does it have a business licence(s)? (Tick one box)

Yes No

If yes, detail and quote relevant reference numbers and dates

.....

8. List all partners, proprietors and shareholders by name, identity number, citizenship, PDI status and ownership, as relevant

NAME	IDENTITY NUMBER	CITIZENSHIP	PDI STATUS (YES/NO)*	DATE OF OWNERSHIP	% OWNED by PDI's	% OWNED BY WOMEN

NOTE: Where owners are themselves a company or partnership, identify the ownership of the holding firm.

9. How many permanent staff members are employed by the firm:

Full time:

Part time:

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm affirms that the PDI interest in the business constitute majority control over the business operations and ownership of the business and the information furnished is true and correct.

Signature

Duly authorized to sign on behalf of:

Address:

.....

.....

Telephone:

Date:

DECLARATION OF INTEREST

1 Any legal person, including persons employed by the State, or persons who act on behalf of the State 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 tender invitation. In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the State, or to persons who act on behalf of the State, or to persons connected with or related to them, it is required that the tenderer or his authorized representative shall declare his position vis-à-vis the evaluating authority and/or take an oath declaring his interest where -

* the tenderer is employed by the State or acts on behalf of the State; and/or

* the legal person on who's behalf the tender document is signed, has a relationship with persons/a person who are/ involved with the evaluation of the tender(s), or where it is known that such a relationship exists between the person or persons for or on who's behalf the declarant acts and persons who are involved with the evaluation of the tender

In order to give effect to the above, the following questionnaire shall be completed and submitted with the tender.

2 Are you or any person connected with the tenderer, employed by the State? *YES/NO

2.1 If so, state particulars.

.....
.....

3 Do you, or any person connected with the tenderer, have any relationship (family, friend, other) with a person employed in the department concerned or with the State Tender Board or its administration and who may be involved with the evaluation or adjudication of this tender? *YES/NO

3.1 If so, state particulars.

.....
.....

4 Are you, or any person connected with the tenderer, aware of any relationship (family, friend, other) between the tenderer and any person employed by the department concerned, State Tender Board or its administration, who may be involved with the evaluation or adjudication of this tender? *YES/NO

4.1 If so, state particulars.

.....
.....

.....
SIGNATURE OF DECLARANT TENDER NUMBER DATE

.....
POSITION OF DECLARANT NAME OF COMPANY OR TENDERER

Delete whichever is not applicable

5-5. DEED OF SURETYSHIP

Tender / Contract No.

WHEREAS
(hereinafter referred to as the "Employer") entered into, on the day of
a Contract with
(hereinafter called the "Contractor") for

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of suretyship for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS
has/have, at the request of the Contractor, agreed to give such security,

NOW THEREFORE WE
do hereby guarantee and bind ourselves jointly and severally as Sureties and Co-principal Debtors to the Employer under renunciation of the benefits of division and excusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

- 1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alteration of the Due Completion Date which the Employer may make, give, concede, or agree to under the said Contract.
2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
3. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his attention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
4. Our total liability hereunder shall not exceed the sum of (R)
5. We hereby choose domicilium citandi et executandi for all purposes arising herefrom at

IN WITNESS WHEREOF this guarantee has been executed by us at on this day of 19.....

Signature..... duly authorised to sign on behalf of

As witnesses: 1. 2.

5-6. CERTIFICATE OF TENDERER'S VISIT TO SITE

TENDER / CONTRACT No.

This is to certify that I

representative of (Tenderer)

of address

.....

.....

telephone no.

visited and examined the Site on (date)

in the company of (Employer's representative)

Having previously studied the Tender Document, I examined the Site and have familiarised myself with all the local conditions likely to influence the Work and the cost thereof.

I further certify that I am satisfied with the description of the Work and the explanation given by the said Employer's representative and that I understand perfectly the work to be done, as specified and implied, in the execution of this Contract.

TENDERER'S REPRESENTATIVE

EMPLOYER'S REPRESENTATIVE

5-7. FORM OF TENDER (Note: The Appendix forms part of the Tender)

TENDER / CONTRACT No. :

AREA :

SHORT DESCRIPTION OF WORKS :

TO THE IMPLEMENTING AUTHORITY :

Gentlemen,

Having examined the General and the Special Conditions of Contract and the Project Specifications and Schedule of Rates for the construction of the abovenamed Works, I/we offer to construct, complete and maintain the whole of the said Works in conformity with the General and Special Conditions of Contract, the Project Specifications and the Schedule of Rates, save as amended by the "Alterations by Tenderer" (if any) attached hereto, for the rates as set out in the Schedule of Rates or for such other sum as may be ascertained in accordance with the Contract.

In the event of there being any errors of extension or addition in the priced Schedule of Rates, I/We agree to their being corrected by you or your appointed representative, the rates being taken as correct.

I/we undertake to complete and deliver the various parts and the whole of the Works comprised in the Contract within the time(s) stated in the Appendix to Tender attached hereto.

If my/our tender is accepted, I/we will, when required and within the time stipulated, provide a guarantee of a Bank or Insurance Company (to be approved by you) to be jointly and severally bound with me/us in a sum not exceeding ten percent (10%) of the estimated contract value, for the due performance of the Contract under the terms of a Bond in the form annexed hereto. The surety I/we propose is

.....
of

I/we have studied the Conditions of Tender issued herewith and agree to be bound by same for the period of validity set out in the Appendix to Tender attached hereto.

Unless and until a formal Agreement is prepared and executed this Tender, together with the written acceptance thereof by yourselves or the Consultant acting on your behalf, shall constitute a binding Contract between us.

I/we understand that you are not bound to accept the lowest or any tender you may receive.

Name (please print)

on behalf of

Address

Date

Tel. and Fax No.

Signature:

5-8. APPENDIX TO TENDER

TENDER / CONTRACT No.:

Address of Employer

Address & Tel no. of Consultant

Address and Tel no. of Contractor

Amount of Suretyship percent of the Estimated Value of Work

Time within which Surety is to be provided days from the Commencement Date

Duration of Suretyship Until issue of Completion Certificate

Time within which Work must commence days from Commencement Date or receipt of instruction to proceed

Work programme to be furnished within calendar days

Amount of Insurances R.....

Special Risks Insurance required (yes) (no)

If required, to be arranged by

Amount of Special Risks insurance

Minimum amount of Liability insurance R.....

Daywork allowances percent on gross remuneration of workmen and foremen actually engaged,
 percent on net cost of materials actually used

Special non-working days The period 16 December to 5 January inclusive plus Statutory Holidays in the
 Republic of South Africa

Time for Completion days

Amount of Penalty R..... per calendar day

Percentage retention percent

Limit of retention money R.....

Interest on retention money percent

Retention Money Guarantee permitted (yes) (no)

Delivery of Contractor's final statement Within days of certified date of completion of Works

Defects Liability Period months

Settlement of disputes to be by reference to Arbitration

Period of validity of Tender calendar days

Signature

on behalf of

Address

Date

5-9. MEMORANDUM OF AGREEMENT

Tender / Contract no.
 for test pumping services to be rendered in regard to the Community Water Supply and Sanitation Programme
 for the Implementing Authority.....
 hereafter referred to as the "Client".

This Agreement signifies acceptance of the Tender submitted by
 hereafter referred to as the "Contractor" and witnesseth as follows:

1. Words and expressions used in this Agreement shall have the same meanings as are respectively assigned to them in the Conditions of Contract.
2. The documents listed in the SCHEDULE OF DOCUMENTS which forms section 1 of the tender documents shall be deemed to form and be read and construed as part of this Agreement.
3. In consideration of the payments to be made by the Client to the Contractor as hereafter mentioned, the Contractor covenants with the Client to construct, complete and maintain the Works in conformity in all respects with the provisions of the Contract.
4. The Client hereby covenants to pay to the Contractor, in consideration of the construction, completion and maintenance of the Works, the Contract Price at the times and in the manner prescribed by the Contract.

In witness whereof this Agreement is signed on behalf of the Client at

..... on this the day of 19.....

by (for and on behalf of the Client)

in the presence of the subscribing witnesses 1.

2.

and is signed on behalf of the Contractor at

..... on this the day of 19.....

by (for and on behalf of the Contractor)

in the presence of the subscribing witnesses 1.

2.

